

**NOTICE INVITING e-TENDER**

Online Tender documents are invited for “Supply & Installation of Battery for UPS of West Bengal State Data Center”. Reputed System Integrators/ Companies having sufficient experience and credentials for successful completion of “**Similar Nature**” of work in a Government Department/PSU/Autonomous Body or any reputed organization. Bidder must have adequate Service Engineer for providing on-site warranty service within the stipulated time.

1.	Tender No. & Date	WTL/PAR/BAT/18-19/001 dated 11.04.2018
2.	Tender Version No.	1.0
3.	Brief description of material	Supply & Installation of Battery for UPS of West Bengal State Data Center
4.	Tender Fee	Rs. 5,000.00 (Rupees Five thousand only) in the form of Demand Draft from any Scheduled bank in favour of Webel Technology Limited payable at Kolkata
5.	Earnest Money Deposit	Rs. 1,00,000.00 (Rupees One lakh only) in the form of Demand Draft from any Scheduled bank in favour of Webel Technology Limited payable at Kolkata
6.	Date of Downloading/Sale of Tender document	11.04.2018
7.	Pre-Bid Meeting date & time	18.04.2018 at 11.30Hrs <ul style="list-style-type: none"> <li>• Only two persons for each intending bidder's organization will be allowed to attend the Pre Bid Meeting.</li> <li>• The person should have proper authorization in respective company Letter Head.</li> <li>• Only queries as per format (Section - J) reaching WTL by 17.04.2018 at 16.00 hrs will be taken for decision.</li> <li>• Queries will be sent to Mr. Sunit Bhattacharya (sunit.bhattacharya@webel-india.com / sunit.bhattacharya@wtl.gov.in) copy to Manager (Purchase) (wtlpurchase@gmail.com/ arunava.saha@wtl.co.in), Mr. Birojit Paul (birojit.paul@webel-india.com/ birojit.paul@wtl.gov.in) &amp; Ms. Anitra Dey (wtladey@gmail.com).</li> </ul>
8.	Bid Submission Start date & time	26.04.2018
9.	Last date & time of EMD & Tender Fee submission	04.05.2018 at 14.00 Hrs.
10.	Last date & time of Bid Submission	02.05.2018 at 15.00 Hrs.
11.	Date & time of Technical Bid Opening	04.05.2018 at 15.00 Hrs.
12.	Venue of Pre-Bid Meeting & submission of EMD & Tender Fee	WEBEL TECHNOLOGY LIMITED (A Government. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
13.	Contact person	Mr. Sunit Bhattacharya (sunit.bhattacharya@webelindia.com/sunit.bhattacharya@wtl.gov.in)/ Mr. Birojit Paul (birojit.paul@webel-india.com / birojit.paul@wtl.gov.in)

1. Intending bidder may download the tender documents from the website **<https://wbtenders.gov.in>** directly with the help of Digital Signature Certificate. Necessary cost of tender fee to be remitted through Demand Draft issued from any Scheduled Bank in favour of “Webel Technology Limited”, payable at Kolkata and also to be documented through e-filing. Cost of Earnest Money Deposit (EMD) to be remitted through Demand Draft issued from any Scheduled Bank in favour of “Webel Technology Limited”, payable at Kolkata and also to be documented through e-filing. The original Demand Draft against tender fees & Earnest Money Deposit (EMD) should be submitted physically to the Manager (Purchase)/Manager (Finance), Webel Technology Limited, Plot – 5, Block – BP, Sector-V, Salt Lake City, Kolkata-700 091 under sealed cover on or before 14:00 Hrs of 04.02.2018.
2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website **<https://wbtenders.gov.in>**
3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – C of this Tender Document.
4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the ‘Tender Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

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## **SECTION – A**

### **SCOPE OF WORK**

**Job title:** “Supply & Installation of Battery for UPS of West Bengal State Data Center”

#### **1. Executive Summary:**

##### **1.1. Project Background:**

West Bengal State Data Center was established in 2010 by Government of West Bengal for on-premise hosting and managing e-Governance Applications of the State Government under National e-Governance Plan (NeGP) of the Government of India.

The existing Data Center of 3500 Sq.ft. was built seven years back to facilitate Central Government’s NeGP initiatives by on-premise hosting of Government. Applications at State Data Center (SDC). West Bengal State Data Center (WBSDC) has been developed by the State of West Bengal, which is envisioned as the ‘Shared, reliable and secure infrastructure services center for hosting and managing the e-Governance Applications of State and its constituent departments’ and the same has been developed as a part of Mission Mode Project under National e-Governance Plan (NeGP) and to ensure adherence to common principles and policies towards realization of the vision.

Department of Information Technology and Electronics, Government of West Bengal (DIT&E, GoWB) was the key and core stakeholder of implementation of various Mission Mode Projects under NeGP and West Bengal Electronics Industry Development. Corporation. Ltd (WEBEL) has been identified as the State Implementing Agency (SIA) towards the support of such implementation. A Composite Team has been formed with the officers from WEBEL and National Informatics Center (NIC) for shouldering the responsibility of techno-administrative support of overall SDC operations, management and hosting various departmental applications at SDC.

Now, Webel Technology Limited, earlier a subsidiary of West Bengal Electronics Industry Development Corporation Limited will execute the work related to e- Governance activities as Nodal Agency, as per decision of the State Government through the change of rules of Business. Webel Technology Limited has now become separate entity under the administrative control of Department of Personnel and Administrative Reforms and E-Governance, Government of West Bengal. Accordingly WB State Data Center activities are now to be taken care of by Department of Personnel and Administrative Reforms and e- Governance, Government of West Bengal with Webel Technology Limited as the Nodal Agency. Webel Technology Limited is authorized as both State Nodal Agency (SNA) and State Implementing Agency (SIA) for all e- Governance related activities in place of M/S West Bengal Electronics Industry Development Corporation Limited.

Now, for the existing setup of State Data Center, the Battery systems for the UPS systems are to be replaced and the same is the scope of this tender document.

**1.2. Scope of Work**

- 1.2.1. Supply and installation of Battery Banks as per specifications for State Data Center UPS systems.
- 1.2.2. On site Warranty support for all items for 5 years is to be provided.

**1.3.Existing UPS & Battery Bank Details:**

UPS Details					
Make Name	Model Name	Load Capacity	Power factor	No of UPS	
EMERSON NETWORK POWER	HIPULSE	160KVA	0.8	3	
EMERSON NETWORK POWER	7400M	20KVA	0.8	2	
Battery Details					
Make Name	No of Banks	No of Battery	Each voltage	Battery	Each Battery AH
HBL Power System Ltd	3	204 X 3	2V		360AH
ROCKET	2	34 X 2	12V		42AH

**2. SERVICE LEVEL MANAGEMENT**

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the SI to SIA for the duration of this contract.

The SI and SIA shall regularly review the performance of the services being provided by the SI and the effectiveness of this SLA

Note:

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the SI to SIA for the duration of this contract.

The SI and SIA shall regularly review the performance of the services being provided by the SI and the effectiveness of this SLA

**2.1. Definitions**

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

➤ **Resolution Service Levels**

Measurement	Target	Severity	Penalty
Resolution of problem on reporting problem in battery/ batteries	1 day from the reporting of problem	Critical	A Penalty as 0.1% of total support value per day.

**SECTION – B****ELIGIBILITY CRITERIA****Table : Eligibility Criteria**

<b>Sl. No.</b>	<b>Clause</b>	<b>Documents required</b>
1.	The bidder should furnish, as part of its bid, an Earnest Money Deposit (EMD) of Rs. 1,00,000.00	The EMD should be denominated in Indian Rupees, and should be in the form of Demand Draft from any Scheduled bank in favour of Webel Technology Limited payable at Kolkata.
2.	The bidder should furnish, as part of its bid, an Tender Fee of Rs. 5, 000.00	The Tender Fee should be denominated in Indian Rupees, and should be in the form of Demand Draft from any Scheduled bank in favour of Webel Technology Limited payable at Kolkata.
3.	The bidder (prime) should be a company registered under the Companies Act, 1956 since last 3 years as on 31.03.2018	Copy of Certificate of incorporation
4.	Bidder (prime) should have experience of Supply & installation of Battery Systems for UPS systems for at least 2 large scale projects including implementation/ operations having minimum order value of Rs. 20 lakhs each and should have been in the business for a period of five years up to 31.03.2018.	A. Orders confirming year and area of activity. B. Relevant legal documentation confirming the acquisition/merger.
5.	Bidder (prime) must have ISO 9001:2015 certification	Valid Copy of Certificate
6.	The bidder (prime) should have a turnover of more than Rs. 2.5 Crores for each of the last three financial years 2014-15, 2015-16 & 2016-17.	Copy of the audited profit and loss account of the company showing turnover of the company for last three years.
7.	The Bidder and/or all/any consortium partners shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government agencies, as on Bid Submission date.	Declaration in this regard by the authorized signatory of the prime bidder

**Supply & installation of Battery banks for UPS of West Bengal State Data Center**

<b>Sl. No.</b>	<b>Clause</b>	<b>Documents required</b>
8.	<p>The bidder (prime) should submit valid letter from the OEMs confirming following:</p> <ul style="list-style-type: none"> <li>• Authorization for bidder</li> <li>• Confirm that the products quoted are not reaching EOL within two years &amp; EOS within 5 years from the date of FAT, otherwise the same will be changed with the superior product at no extra cost.</li> <li>• Undertake that the support including spares, patches, and upgrades for the quoted products shall be available for the period of the Project upto 5 years from the date of FAT.</li> </ul>	MAF from OEM.
9.	<p>The bidder (prime) should have an office in the state. However, if the local presence is not there in the state, the bidder should give an undertaking for establishment of an office, within two months of award of the contract and the local office should be equipped with the adequate resource to provide L2/ L3 level support as and when would be required.</p>	Relevant Documents or Undertaking signed by the Authorized Signatory
10.	<p>The bidder should submit an acceptance of Terms and Conditions contained in the RFP document.</p>	Declaration in this regard by the authorized signatory of the prime bidder should be attached. Refer to Section N of this RFP
11.	<p>The bidder should submit valid GST registration certificate and Permanent Account Number (PAN) issued by income Tax department.</p>	Copy of each registration should be provided.
12.	<p>The bidder should submit a Bid Form signed by an authorized signatory of the Bidder</p>	Bid Form signed by the authorized signatory of the prime bidder should be attached. Refer to Section E of this RFP
13.	<p>The bidder should submit power of attorney certifying the authorized signatory.</p>	Power of Attorney executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Tender.

**SECTION – C****DATE AND TIME SCHEDULE****Table 16: Time Schedule**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	11.04.2018
2	Documents download/sale start date (Online)	11.04.2018
3	Last Date and time of sending the queries (Offline)	17.04.2018 at 16.00 Hrs.
4	Pre Bid Meeting at WTL Office (Off Line)	18.04.2018 at 11.30 Hrs.
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	26.04.2018 at 15.00 Hrs.
7	Last Date & time of submission of original Demand Draft/Pay Order for cost of Earnest Money Deposit (Off line)	04.05.2018 at 14.00 Hrs.
8	Last Date & time of submission of original Demand Draft/Pay Order for cost of Tender Fee (Off line)	04.05.2018 at 14.00 Hrs.
9	Bid Submission closing date & time (On line)	02.05.2018 at 15.00 Hrs.
10	Bid opening date & time for Technical Proposals (Online)	04.05.2018 at 15.00 Hrs.
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
12	Date for opening of Financial Bid (Online)	-

## **SECTION – D**

### **INSTRUCTION TO BIDDER**

#### **1. DEFINITIONS**

In this document, the following terms shall have following respective meanings:

“**Acceptance Test Document**” means a document, which defines procedures for testing the functioning of installed system. The document will be finalized with the contractor within 7 days of issuance of the Letter of Award.

“**Agreement**” means the Agreement to be signed between the successful bidder and WTL including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

“**Bidder**” means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom WTL signs the agreement for supply, install, commission and render services for the systems.

“**Contract**” is used synonymously with Agreement.

“**Contract Price**” means the price to be paid to the Contractor for providing the Solution, in accordance with the payment terms.

“**Contractor**” means the Bidder whose bid to perform the Contract has been accepted by Tender Committee and is named as such in the Letter of Award.

“**Default Notice**” means the written notice of Default of the Agreement issued by one Party to the other.

“**Installation**” means installation of supplied & installation of UPS Battery.

“**Fraudulent Practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial noncompetitive levels and to deprive WTL/Department of Par& e-Governance and eventually Gov. of W. Bengal of the benefits of free and open competition.

“**Good Industry Practice**” means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.

“**Government**” / “**Government of W. Bengal**” means the Government of West Bengal.

“**GoI**” shall stand for the Government of India.

“**GoWB**” means Government of West Bengal

“**Personnel**” means persons hired by the Bidder as employees and assigned to the performance of the Infrastructure Solution or any part thereof.

“**Project**” means “Supply & Installation of Battery for UPS of West Bengal State Data Center”.

“**Law**” shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/or the Government of West Bengal or any other Government or regulatory authority or political subdivision of government agency.

“**LOI**” means issuing of Letter of Intent shall constitute the intention of the WTL to place the Purchase Order with the successful bidder.

“**Operator**” means the company providing the services under Agreement.

“**Requirements**” shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

“**PAR**” mean Department of Par& e-Governance

“**Service**” means provision of Contracted service viz., operation, maintenance and associated services for DEPLOYED SYSTEMS as per Section titled “Scope of Work”

“**Termination Notice**” means the written notice of termination of the Agreement issued by WTL.

“**Uptime**” means the time period when specified services are available with specified technical and service standards as mentioned in section titled WARRANTY SUPPORT” “**%Uptime**” means ratio of 'up time' (in minutes) as mentioned in section titled “Warranty support”

“**Service Down Time**” (SDT) means the time period when specified services with specified technical and operational requirements as mentioned in section titled “WARRANTY SUPPORT” are not available to Gov. of W. Bengal and its user departments and organizations.

“**WTL**” means Webel Technology Limited a Government. of W. Bengal undertaking.

## **2. PRE BID MEETING**

Pre Bid Meeting will be held on 18.04.2018 at 11.30 hrs at premises of WTL. Bidder can send their queries as per format (Section – J) enclosed to Mr. Sunit Bhattacharya (sunit,bhattacharya@webel-india.com) and copy to Manager (Purchase)(wtlpurchase@gmail.com) Mr. Birojit Paul (birojit.paul@webel-india.com) . Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. The entrance to the Pre Bid Meeting will be limited to two persons per bidder and carrying valid authorization letter on official letter head bearing company seal.

## **3. COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of the bid and WTL will not be responsible for those costs regardless of the conduct or outcome of the bidding process.

## **4. BID DOCUMENT**

Bidder is expected to examine all instructions, forms, terms and requirement in the bid document. The invitation to bid together with all its attachment thereto shall be considered to be read, understood and accepted by the bidder unless deviations are specifically stated in the seriatim by the bidder. Failure to furnish all information required by the bid document or a bid not substantially responsive to the bid document in every respect may result of the bid.

## **5. AMENDMENT OF BID DOCUMENT**

At any time prior to the deadline for submission of proposals, WTL reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

## **6. MODIFICATION AND WITHDRAWAL OF BID**

As per the bidding process available in the tender.

## **7. LANGUAGE OF BID & CORRESPONDENCE**

The proposal will be prepared by the Bidder in English language only. All the documents relating to the proposal (including brochures) supplied by the firm should also be in English, and the correspondence between the Bidder & WTL will be in English language only. The correspondence by fax/E-mail must be subsequently confirmed by a duly signed formal copy.

**8. BIDDER'S SOLUTION**

The bidders are requested to study the Bill of Material supplied with this document carefully. While working out the solution the bidder has to work with the broad minimum specification provided in the tender documents, conforming to the model, make and Part number (wherever provided). While submitting the bid the bidder has to detail out all components needed to complete the system BOM. The bidder is required quote for each item retaining all major components/sub system detailed and specified. As the contractor will be responsible for smooth functioning of the system, availability of spares during the tenure of the warranty period have to be take care by the contractor to maintain the guaranteed uptime.

**9. EARNEST MONEY DEPOSIT (EMD)**

The firm shall furnish an EMD of Rs.1,00,000/- (Rupees One lakh only) in the form of a demand draft from a Scheduled Bank payable at Kolkata and in favour of Webel Technology Limited. Any bid not accompanied with the EMD shall be rejected. The validity of EMD instrument will be initially 3 months, have to extend, if required.

**10. FORFEITURE OF EMD**

EMD made by Bidder may be forfeited under the following conditions:

If Bidder withdraws the proposal before the expiry of validity period.

During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of WTL regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.

If Bidder violates any of the provisions of the terms and conditions of the proposal.

In the case of a successful Bidder, if Bidder fails to:

- a) Accept the work order along with the terms and conditions.
- b) Furnish performance security.
- c) Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- d) Submitting false/misleading information/declaration/documents/proof/etc.

The decision of WTL regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job for a period of one year.

**11. FORMS AND FORMATS**

The various inputs for the Techno Commercial as Financial Bids are to be submitted in the format specified. The bidder shall use the form, wherever specified, to provide relevant information. If form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. For all other cases, the bidder shall design a form to hold the required information.

**12. LACK OF INFORMATION TO BIDDER**

The bidder shall be deemed to have carefully examined the Bid document to his entire satisfaction. Any lack of information shall not relieve the bidder of his responsibility to fulfill his obligation under the bid. If bidder has any queries relating to bid document then he can send the queries before the Pre Bid Meeting.

**13. CONTRACT EXECUTION**

On receipt of the Letter of Award the contractor should submit a Performance Bank Guarantee (PBG) equivalent to 10% of the total contract value within three weeks from the date of receipt of Letter of Award/Order. The PBG should be valid for six month more than the warranty period. All delivery of the material will have to be completed within 45 days from the date of acceptance of contract and the contractor has to ensure all activities leading to the commissioning of the contract to be completed within 75 days from the date of award. Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per BOM.

**14. TIME SCHEDULE FOR DELIVERY & INSTALLATION**

The total delivery, installation & commissioning will have to be completed within 6-8 weeks from the date of Order.

**15. LIQUIDATED DAMAGE/PENALTY**

The job includes the supply and installation of materials mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, WTL reserves the right to terminate the contract and WTL will get the job completed by any other competent party. The difference of cost incurred by WTL will be recovered from the contractor and PBG will be invoked.

**16. LIABILITY**

In case of a default on bidder’s part or other liability, WTL shall be entitled to recover damages from the Contractor. In each such instance, regardless of the basis on which WTL is entitled to claim damages from the Contractor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Contractor shall be liable for no more than:

- Payment referred to in the Patents and Copyrights clause.
- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Contractor’s negligence.
- As to any other actual damage arising in any situation involving non-performance by Contractor pursuant to or in any way related to the subject of this Agreement, the charge paid by WTL for the individual product or Service that is the subject of the Claim. However, the contractor shall not be liable for
- For any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data.
- For any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the Contractor hereunder.

**17. SUSPENSION OF WORK**

WTL shall have the power at any time and from time to time by notice to the Contractor to delay or suspend the progress of the work or any part of the work due to any other adequate reasons and on receipt of such notice the contractor shall forthwith suspend further progress of the work until further notice from WTL. The Contractor shall recommence work immediately after receiving a notice to do so from WTL. The whole or any part of the time lost for such delay or suspension shall, if WTL in its absolute discretion thinks fit, but not otherwise, be added to the time allowed for completion.

**18. TERMS OF PAYMENT**

Payment terms will be on back-to-back basis, i.e., payment will be made only on receipt of payment from relevant customer, i.e., Department of PAR& e-Governance, Government of West Bengal.

**19. PAYMENT MILESTONE**

Sr. No.	Payment Schedule	Fee Payable	Remarks
1.	On Delivery of battery components	50% of the CAPEX value of the delivered Non-IT equipment	Payable on successful check of all / part of the delivered equipment by WTL appointed Nodal Officer.
2.	On successful installation & final acceptance test	50% of the CAPEX	Payable on Successful implementation of FAT, in accordance with WTL and concerned department.
3.	Operations and Management for 5 years payable quarterly (as QGR) at the end of each quarter	5% (per quarter) of the OPEX	Payment release subject to Performance.

**20. GOVERNING LAWS**

This contract should be governed by and interpreted by Arbitration clause in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract. The selected vendor shall keep himself fully informed of all current national, state and municipal law and ordinances. The selected vendor shall at their own expense, obtain all necessary permits and license and pay all fees and taxes required by law. These will be selected vendor's entire obligation regarding any claim of infringement. The selected vendor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The selected vendor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

**21. CORRUPT OR FRAUDULENT**

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force. The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. The Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

**22. BIDDING CLAUSE**

All decisions taken by the Tender Committee regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

The Tender Committee reserves the right:

- To vary, modify, revise, amend or change any of the terms and conditions mentioned above and,
- To reject any or all the Tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

**23. WORKMEN'S COMPENSATION**

In every case in which by virtue of the provision of the workmen's compensation Act 1923 or any other relevant acts and rules, compensation to a workmen employed by the contractor, is payable, then this should be done by the Contractor. If WTL is obliged to make any compensation under the said rules and acts, then the amount shall be recovered without prejudice, from the bills and due of the Contractor. WTL shall not be bound to contest any claim made against the Contractor in respect of workmen's compensation.

**24. CONTRACTOR'S EMPLOYEES**

The Contractor shall comply with the provision of all labour legislation including the requirement of the payment of Wage Act 1936 and the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract. The Contractor must ensure that he complies with PF, ESI regulation for all his deployed employees. The Contractor shall see that all authorized Sub Contractors under him similarly complied with the above requirement.

**25. SAFETY MEASURES**

The Contractor shall in the course of execution of the work take all necessary precaution for the protection of all persons and property. The Contractor shall take adequate measures to protect the work and prevent accident during the work. In the event of any accident to any person or persons or damage or injury of any description to any person or property due to failure on the part of the contractor in taking proper precautionary measures the contractor shall be responsible for and must make good the loss the damage at his own cost to the satisfaction of the department and employees of the department shall be indemnified from all claims or liabilities arising there from or any expenses incurred on account thereof.

**26. EQUIPMENT**

All tools & tackles necessary for the work shall have to be procured by the contractor unless other wise specified elsewhere in these tender documents. The equipment used by the contractor for a particular work must be appropriate for the type of work. The contractor shall maintain the equipment used on the work properly so that they are in good working condition. In no case shall the contractor use defective or imperfect equipment in the work. The contractor shall arrange to replace or repair all defective equipment

so that the progress of the work is not hampered. No defective equipment should be left at the site of work and the department shall not be responsible for any loss or damage to any of these equipment during the course of the execution of the work.

**27. SUB-CONTRACT**

The purchaser (WTL) does not recognize the existence of Sub-Contractors. The Contractor's responsibility is not transferable.

**28. TERMINATION FOR DEFAULT**

WTL may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the contractor, terminate the order in whole or in part. If the contractor materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by WTL in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WTL. If the project (delivery, commissioning as well as warranty maintenance support is not carried out according to specification due to deficiency in service as per terms of the contract. In such case WTL will invoke the amount held back from the contractor as PBG.

**29. BANKRUPTCY**

If the contractor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, WTL shall be at liberty to terminate the engagement forthwith without any notice in writing to the contractor or to the liquidator or receiver or to any person in whom the contractor may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by WTL.

**30. FORCE MAJEURE**

It is hereby defined as any cause, which is beyond the control of the Contractor or WTL as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
- Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure up to its or their performance of the Contract and to fulfill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall.

- Constitute a default or breach of the contract.

- Give rise to any claim from damages or additional cost or expense occurred by the delay or nonperformance. If, and to the extent, that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

### **31. INSURANCE COVERAGE**

Appropriate insurance to cover all solution components for the transit period and until the time of its acceptance at the respective site is to be taken by the contractor. As the contractor will carry the risk for the material in his books during transit, the contractor should arrange insurance for the total system as period from the dispatch till Acceptance Test is successfully achieved. Further the contractor is to take all required insurance coverage in respect of all its personnel who shall be working on this engagement.

### **32. WARRANTY**

The OEM on behalf of bidder will warranty that products supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The Contractor would be responsible for the up keep and maintenance of the UPS and necessary deliverables under the scope of work during the entire warranty period, i.e., 60 months (Five years) from the date of final acceptance of battery. The Contractor shall not, without the express prior written consent of WTL, assign any third party of the contractor part thereof. Service support for the entire warranty period will be onsite and comprehensive (including spares) and free of cost for the entire warranty period.

### **33. WARRANTY SUPPORT**

All items that will be delivered must be warranted for 5 years. The items must be warranted against bad workmanship and manufacturing defects from the date of acceptance of the system whole or part. Service support for the entire warranty period will be onsite and comprehensive (including spares and all other support) and free of cost for the entire warranty period. The contractor should have a call center in Kolkata. The contact details of the call center must be furnished along with the bid. Any call logged with the service center must be given a running docket number to the person reporting the call. The resolution times should be as per the SLA described in thus EFP.

### **34. PERFORMANCE BANK GUARANTEE (PBG)**

As a guarantee for timely delivery, installation and commissioning of equipment as well as performance of on-site warranty support, as mentioned in Bill of Material, from the date of final acceptance of systems and pertaining to proper running of the systems, the bidder will have to submit 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized bank as per format enclosed (Section – M).

The WTL will require the selected bidder to provide a Performance Bank Guarantee, within <15> days from the Notification of award, for a value equivalent to <10%> of the total cost of ownership. The Performance Guarantee should be valid for a period of <months>. The Performance Guarantee shall be kept valid till completion of the project and Warranty period. The Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, the WTL at its discretion may cancel the order placed on the selected bidder without giving any notice. WTL shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or WTL incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

### **35. CONTRACTOR'S RESPONSIBILITIES**

Refer Section –A (Scope of Work)

### **36. NO WAIVER OF RIGHTS**

Neither the inspection by WTL or any of their agents nor any order by WTL for payment of money or any payment for or acceptance of the whole or any part of the works by WTL, nor any extension of time, nor any possession taken by WTL shall operate as a waiver of any provision of the contract or of any power reserved to WTL, or any right to damages here in provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other subsequent breach.

### **37. ENFORCEMENT OF TERMS**

The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such

provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

### **38. PERIOD OF VALIDITY OF OFFER**

For the purpose of placing the order, the proposals shall remain valid till 1 year. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, WTL may ask for extension of the period of validity and such a request shall be binding on Bidders. WTL's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

Beyond the stated 1 year period or extended period, WTL may procure the items under the scope of this tender document through the selected SI during the period of contract at a mutually agreeable rate as per the change order clause under "Section S: General Conditions of Contract" or through price discovery method.

Also, WTL/ Government may procure additional items through third party, which is to be supported by the selected SI at no additional cost throughout the period of contract.

### **39. TAXES & DUTIES**

- The prices shall be inclusive of all taxes & levies including GST and other statutory duties as applicable. Rate of taxes should be indicated separately in the Price Bid.
- Contract Price specified in Price Bid should be based on the taxes & duties and charges prevailing at the date one day prior to the last date of Bid submission.
- Statutory deduction, wherever applicable, shall be made from invoice as per government rules. Necessary certificate will be issued for such deductions.
- Bidder submitting a bid shall produce valid statutory documents / certificates with respect to GST, Income Tax, ROC, Prof. Tax, Trade Licence, etc. All such documents / certificates shall remain valid on the last date of tender submission.
- In case of inter-state transaction, WTL will provide "Waybill". However, statutory charges, if any will be borne by the bidder.
- GST component of the invoice of the bidder may be kept on hold in case there is any mismatch / irregularity in GST return filing on the part of the bidder.

### **40. DISCREPANCIES IN BID**

- Discrepancy between description in words and figures, the rate which corresponds to the words quoted by the bidder shall be taken as correct.
- Discrepancy in the amount quoted by the bidder due to calculation mistake of the unit rate then the unit rate shall be regarded as firm.
- Discrepancy in totaling or carry forward in the amount quoted by the bidder shall be corrected.

### **41. BID DUE DATE**

The online tender has to be submitted not later than the due date and time specified in the Important Dates Sheet. WTL may at its discretion on giving reasonable notice by fax, or any other written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of the WTL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

### **42. LATE BID**

Any proposal received by WTL after the deadline for submission of proposals may not be accepted.

### **43. OPENING OF BID BY WTL**

Bids shall be opened and downloaded in the presence of Tender Committee and Bidder's representative (maximum 2) may attend, which is not compulsory. The bidder's representatives who are present shall sign a register evidencing their attendance and produce necessary authorization. The bidder's name, Bid modifications or withdrawals, discounts and the presence or absence of relevant Bid Security and such other details as WTL office at his/her discretion, may consider appropriate, shall be announced at the opening. WTL shall open the bid security at mentioned time.

**44. CONTACTING WTL**

Bidder shall not approach WTL officers beyond office hours and/or outside WTL office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence WTL office in the decision on Bid evaluation, Bid comparison or finalization may result in rejection of the Bidder's offer. If the bidder wishes to bring additional information to the notice of WTL, it should be in writing.

**45. WTL'S RIGHT TO REJECT ANY OR ALL BIDS**

WTL reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

**46. BID CURRENCIES**

Prices shall be quoted in Indian Rupees, inclusive of all prevailing GST, levies, duties, cess etc.

**47. PRICE**

- Price should be quoted in the Price Bid format only. No deviation in any form in the Price Bid sheet is acceptable.
- Price quoted should be firm, inclusive of packing, forwarding, insurance and freight charges.
- Percentage/specified amount of taxes & duties should be clearly mentioned otherwise WTL reserves the right to reject such vague offer.
- Price to be quoted inclusive of supply, installation & commissioning charges.

**48. CANVASSING**

Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render him liable to penalties, which may include removal of this name from the register of approved Contractors.

**49. NON-TRANSFERABILITY OF TENDER**

This tender document is not transferable.

**50. FORMATS AND SIGNING OF BID**

The original and all copies of the proposals shall be neatly typed and shall be signed by an authorized signatory(ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. All pages of the proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the proposal. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialed with date by the authorized signatory after striking out the original words/figures completely.

**51. WITHDRAWAL OF BID**

Bid cannot be withdrawn during the interval between their submission and expiry of Bid's validity period. Fresh Bid may be called from eligible bidders for any additional item(s) of work not mentioned herein, if so required.

**52. INTERPRETATION OF DOCUMENTS**

If any bidder should find discrepancies or omission in the specifications or other tender documents, or if he should be in doubt as to the true meaning of any part thereof, he shall make a written request to the tender inviting authority for correction/clarification or interpretation or can put in a separate sheet along with his technical bid document.

**53. SPLITTING OF THE CONTRACT AND CURTAILMENT OF WORK**

WTL reserve the right to split up and distribute the work among the successful bidders and to curtail any item of work in the schedule partly or fully.

**54. PREPARATION OF TENDER**

Tender shall be submitted in accordance with the following instructions:

- a) Tenders shall be submitted in the prescribed forms. Digital signatures shall be used. Where there is conflict between the words and the figures, the words shall govern.
- b) All notations must be in ink or type written. No erasing or overwriting will be permitted. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and must be initialed in ink by the person or persons signing the tender.
- c) Tenders shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral, telegraphic or telephonic proposals for modifications will be acceptable.
- d) Tenders shall be uploaded as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders.
- e) Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- f) Each and every page of the tender document must be signed with company seal by the bidder.

**55. PRE-DISPATCH INSTRUCTION**

All materials / equipment supplied against the purchase order shall be subjected to Inspection, check and /or test by the authorized representative from WTL.

**56. FINAL INSPECTION**

Final inspection will be carried by the authorized representative from WTL.

**57. SITE INSPECTION**

Bidder can inspect (at their own cost) the sites if required, for which they have to take necessary permission from WTL in writing. WTL will take at least four days to organize such permission.

**58. LOCATION OF DELIVERY, INSTALLATION & COMMISSIONING**

WEST BENGAL STATE DATA CENTER, WEBEL BHAVAN, SALT LAKE CITY, KOLKATA - 700091.

**59. ERASURES OR ALTERNATIONS**

The offers with overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ions is not only signed by the authorized signatory of the bidder. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. The Customer may treat offers not adhering to these guidelines as unacceptable. The Customer may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and the Tender Committee reserves the right for such waivers.

**60. COMPLIANCE WITH LAW**

The contractor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required.

The contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

**61. CLARIFICATION OF BIDS**

During evaluation of the bids, the Customer/Tender Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing (fax/email) and no change in the substance of the bid shall seek offered or permitted.

**62. QUALITY CONTROL**

- The contractor is obliged to work closely with WTL act within its authority and abide by directive issued by them on implementation activities.
- The contractor will abide by the safety measures and free WTL from all demands or responsibilities arising from accident/loss of life, the cause of which is due to their negligence. The bidder will pay all indemnities arising from such incidents and will not hold WTL responsible.

- The contractor will treat as confidential all data and information about the system, obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of WTL.
- WTL reserves the right to inspect all phases of contractor's operation to ensure conformity to the specifications. WTL shall have engineers, inspectors or other duly authorized representatives made known to the contractor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of WTL does not relieve the contractor of the responsibility for quality control in all phases.
- The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

### **63. DEEMED ACCEPTANCE**

Deliverables will be deemed to be fully and finally accepted by WTL/Department of Par& e-Governance in the event WTL/ Department of Par& e-Governance has not submitted such Deliverable Review Statement to Bidder/Implementation Partner before the expiration of the 30-days review period, or when WTL/Department of Par& e-Governance uses the Deliverable in its business, whichever occurs earlier ("Deemed Acceptance").

### **64. INCOME TAX LIABILITY**

The Bidder will have to bear all Income Tax liability both corporate and personal tax.

### **65. GENERAL TERMS**

- a) All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
- b) All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and WTL reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
- c) No Technical/Commercial clarification will be entertained after opening of the tender.
- d) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscription is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
- e) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WTL reserve the right to increase or decrease the quantity specified in the tender.
- f) WTL reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.
- g) WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- h) No dispute by the bidders in regard to Technical/Commercial points will be entertained by WTL and decision taken by the Tender Committee will be final.
- i) Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
- j) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- k) The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
- l) The customer/WTL at its discretion may extend the deadline for the submission of Bids.
- m) The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

**SECTION – E**

**BID FORM**

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head in original)

To  
**Webel Technology Limited**  
**Plot – 5, Block – BP, Sector - V,**  
**Salt Lake City,**  
**Kolkata – 700091.**

**Sub: Supply & Installation of Battery for UPS of West Bengal State Data Center.**

Dear Sir,

1. We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/PAR/BAT/18-19/001 dated 11.04.2018, do hereby propose to execute the job as per specification as set forth in your Bid documents.
2. The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.
3. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipment and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
4. Earnest Money Deposit: We have enclosed EMD in the form of Demand draft for a sum of Rs.100000/- (DD no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_).
5. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
6. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
7. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid (BOQ).
8. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, this .....day of .....2018

Thanking you, we remain,

Yours faithfully

.....  
Signature

.....  
Name in full

.....  
Designation

**Signature & Authorized Verified by**

.....  
Signature

.....  
Name in full

.....  
Designation

.....  
Company Stamp

## **SECTION – F**

### **TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT**

#### **1. EVALUATION PROCEDURE**

- The Eligibility Criteria (Section - B) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- The Tender Committee shall verify the Technical Specification (Technical Specification with Compliance Statement, Section – I) Deviation in specification shall not be allowed. Bidder qualified in Technical Specification shall be considered for further evaluation.
- After qualifying in Technical Specification, qualified bidders will only be considered for Financial Bid evaluation.

#### **2. FINAL EVALUATION**

Financial Proposal of the bidders qualifying in the evaluation of Technical Specification will be evaluated. The bidder who has qualified in the Technical Specification and returns with lowest quote (L1) in Financial Bid will normally be awarded the contract subject to Post Qualification.

#### **3. AWARDING OF CONTRACT**

An affirmative Post Qualification determination will be prerequisite for award of the contract to the most overall responsive bidder. A negative determination will result in rejection of bidder's bid, in which event the WTL will proceed to the next lowest evaluated bidder to make a similar determination of that bidder's capability to perform satisfactorily. WTL will award the contract to the successful bidder whose bid has been determined to be substantially responsive after final negotiation may held with the most responsive bidder, if required. This is a turnkey job in a nature, so bidder(s) to quote all the items mentioned in the tender document, which can ensure single point contact / sole responsibility of the bidder(s) towards project execution. The successful bidder (s) will have to give security deposit in the form of Performance Bank Guarantee.

#### **4. POST QUALIFICATION**

The determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualification, as well as other information WTL deems necessary and appropriate. This determination may include visits or interviews with the Bidder's client's reference in its bid, site inspection, and any other measures. At the time of post-qualification, WTL may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the detailed Technical Specification.

#### **5. NOTIFICATION OF AWARD**

Prior to the expiration of the validity period, WTL will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, WTL may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, WTL will notify each unsuccessful bidder and return their EMD.

## **SECTION – G**

### **GUIDANCE FOR E-TENDERING**

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the Bidders to participate in e-Tendering.

**1. Registration of Bidder:**

Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to <https://wbtenders.gov.in>. The Bidder is to click on the link for e-Tendering site as given on the web portal.

**2. Digital Signature Certificate (DSC):**

Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Center (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.

3. The Bidder can search & download N.I.T. & BOQ electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

**4. Participation in more than one work:**

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If, found to be applied severally in a single job all the applications will be rejected.

**5. Submission of Tenders:**

Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats)

The proposal should contain scanned copies of the following in two covers (folders).

**Techno Commercial Cover:**

**Technical Document1 (scanned & join in pdf format then upload)**

1. Copy of Demand Draft of Earnest Money Deposit (EMD)
2. Copy of Demand Draft of Tender Fee
3. Bid Form as per format (Section – E)

**Technical Document2 (scanned & join in pdf format then upload)**

1. N I T Declaration duly stamped & signed in bidder's letter head, Section - N

**Technical Compliance (scanned & join in pdf format then upload)**

1. Bill of Material & Technical Specification (Section – H)
2. Manufacturer Authorisation Form (Section – I)

**Financial Cover:**

BOQ will be downloaded and same will be uploaded with quoted rates. While uploading BOQ file name shall remain unchanged. Absence of this document shall lead to summary rejection of the bid.

**NON-STATUTORY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:**  
**(In each folder, scanned copy will be uploaded with single file having multiple pages)**  
**Table 17: Document List**

Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	<ul style="list-style-type: none"> <li>GSTRegistration Certificate</li> <li>PAN</li> </ul>
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	Document as per Eligibility Criteria (Section – B)
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> <li>Company Profile (Not more than 3 pages)</li> <li>ISO Certificate as per Eligibility Criteria (Section – B)</li> </ul>
C	CREDENTIAL	CREDENTIAL 1	Document as per Eligibility Criteria (Section – B)
		CREDENTIAL 2	<ul style="list-style-type: none"> <li>Product brochure</li> <li>Other documents, if any</li> </ul>
D	DECLARATION	DECLARATION 1	<ul style="list-style-type: none"> <li>List of Clients as per format (Section – L)</li> <li>Support Service Center (Section – M)</li> </ul>
		DECLARATION 2	Document as per Eligibility Criteria (Section – B)
		DECLARATION 3	Bidder's Details as per format (Section – O)
		DECLARATION 4	Document as per Eligibility Criteria (Section – B)
		DECLARATION 5	Document as per Eligibility Criteria (Section – B)
F	FINANCIAL INFO	P/L & BALANCE SHEET 2014-2015	P/L & BALANCE SHEET 2014-2015
		P/L & BALANCE SHEET 2015-2016	P/L & BALANCE SHEET 2015-2016
		P/L & BALANCE SHEET 2016-2017	P/L & BALANCE SHEET 2016-2017

**The hard copy of the total set of documents uploaded in e-Tender site except BOQ to be submitted in sealed envelope to Manager (Purchase), Webel Technology Ltd. before opening of Technical Bid. The envelope superscripted with words “Hard copy of document uploaded against Tender no. WTL/PAR/BAT/18-19/001”.**

**SECTION – H****BILL OF MATERIAL****1. Bill of Material:**

Please note:

2. The bidder must submit quote for all items, else the bid will be summarily rejected.
3. Bidder must submit following unpriced BOQ compliance statement alongwith the bid document.
4. All items are to be quoted with comprehensive on-site 5 years Warranty Support.
5. For implementation, all necessary items, including the items mentioned in the below table, are to be supplied by the Bidder.
6. For better understanding of the project, Bidder may visit the site of WBSDC with prior intimation made to Mr. Birojit Paul, contact number 9903061788, e-mail id – birojit.paul@webel-india.com.

Sl. No.	ITEM	QTY	UNIT
1	Supply & Installation of new batteries, each bank having 204 numbers of battery, each having 2V/350AH and battery Rack & inter cell connector for existing 160kva UPS.	3	Set
2	Supply & Installation of new AC capacitors in existing 160kva UPS.	1	Set
3	Supply & Installation of new DC capacitors in existing 160kva UPS.	1	Set
4	Supply & Installation of new AC capacitors in existing 20kva UPS.	1	Set
5	Supply & Installation of new DC capacitors in existing 20kva UPS.	1	Set
6	Supply & Installation of new batteries 12V/65AH / 2 nos & intercell connector for existing 380kva DG.	3	Set
7	Supply & Installation of new batteries 12V/42AH / 34 cell, battery Rack & intercell connector for existing 160kva UPS.	2	Set

**2. Battery specification & job details:**

Sl. No.	ITEM	Make	Model	Complied (Yes/No)
1	<p>Supply &amp; Installation of new batteries with following specifications:            Each bank should have 204 numbers of battery, each having 2V/350AH and battery Rack &amp; inter cell connector for existing 160kva UPS.            The battery shall be standard VRLA made up by owner replaceable batteries of similar specifications.            The UPS battery shall support battery plant Sealed Maintenance Free type Batteries. The battery bank monitored for voltage and temperature for use by battery diagnostic. Battery charging current shall be temperature compensated.            The batteries shall be long life batteries (minimum 3 years) and the battery casing shall be flame retardant type. The battery bank should have series parallel combination of batteries, so that in case one module fails, the corresponding UPS should not shut down.            Upon failure of the AC input source, the critical load shall continue being supplied by the output inverter, which shall derive its power</p>			

**Supply & installation of Battery banks for UPS of West Bengal State Data Center**

<b>Sl. No.</b>	<b>ITEM</b>	<b>Make</b>	<b>Model</b>	<b>Complied (Yes/No)</b>
	from the battery system. There shall be no interruption in power to the critical load during both transfers to battery operation and retransfers from battery to normal operation. Upon restoration of utility power to the UPS input, the UPS shall recharge the battery. The battery charging circuit shall contain a temperature compensation circuit, which shall regulate the battery charging to optimize battery life. The battery charging circuit shall remain active when in static bypass and in normal operation. The UPS shall be capable of reducing the battery charging current under low input voltage conditions. Existing batteries will be uninstalled & placed in the same floor at secured place			
2	Supply & Installation of new AC capacitors in existing 160kva UPS. Existing capacitors will be uninstalled & placed in the same floor at secured place			
3	Supply & Installation of new DC capacitors in existing 160kva UPS. Existing capacitors will be uninstalled & placed in the same floor at secured place			
4	Supply & Installation of new AC capacitors in existing 20kva UPS. Existing capacitors will be uninstalled & placed in the same floor at secured place			
5	Supply & Installation of new DC capacitors in existing 20kva UPS. Existing capacitors will be uninstalled & placed in the same floor at secured place			
6	Supply & Installation of new batteries 12V/65AH / 2 nos & intercell connector for existing 380kva DG. Existing batteries will be uninstalled & placed in the Ground floor at secured place			
7	Supply & Installation of new batteries 12V/42AH / 34 cell, battery Rack & intercell connector for existing 160kva UPS. Existing batteries will be uninstalled & placed in the same floor at secured place			

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

**SECTION – I**

**MANUFACTURER’S AUTHORIZATION FORM**

Date:

**To**  
**Webel Technology limited**  
**Plot-5, Block-BP, Sector-V**  
**Salt Lake**  
**Kolkata-700 091**

Ref: Tender No.: \_\_\_\_\_

WHEREAS \_\_\_\_\_ who are official producers of \_\_\_\_\_ and having production facilities at \_\_\_\_\_ do hereby authorize \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter, the “Bidder”) to submit a bid of the following Products produced by us, for the Supply Requirements associated with the above Invitation for Bids.

When resold by \_\_\_\_\_, these products will be covered with 5 years comprehensive on site warranty.

We assure you that in the event of \_\_\_\_\_, not being able to fulfill its obligation as our Service Provider in respect of our standard Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements.

We also confirm that \_\_\_\_\_ is our authorized service provider/system integrator and can hence provide maintenance and upgrade support for our products.

We also confirm that the products quoted are on our current product list and are not likely to be discontinued within 6 years from the day of this letter. We assure availability of spares for the products for the next Six years from the date of Final Acceptance Test (FAT).

We also confirm that the material will be delivered within 45 days from the date of placement of confirmed order.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the authorization for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_ 2018

**Note:**

1. This letter of authority must be on the letterhead of the Manufacturer and duly signed by an authorized signatory.

**SECTION – J**

**FORMAT FOR PRE-BID MEETING QUERY**

(Tender No.WTL/PAR/BAT/18-19/001)

Name of the Bidder:

Queries

Sl. No.	Section No.	Clause No.	Page No.	Queries

**Note:** The filled form to be submitted in XLS & PDF Format. There is a cutoff date for receiving of queries before Pre Bid Meeting. Queries received after the cutoff period will not be accepted. The Purchaser reserves the right to respond all queries over e-mail.

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

**SECTION - K**

**SUPPORT SERVICE CENTER & MANPOWER DETAILS OF BIDDER**

(Tender No.WTL/PAR/BAT/18-19/001)

<b>Sl. No.</b>	<b>Name of Place</b>	<b>Address</b>	<b>Name of Support Personnel</b>	<b>Contact Number</b>

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

**SECTION – L**

**LIST OF CLIENTS OF SIMILAR ORDERS**

(Tender No.WTL/PAR/BAT/18-19/001)

<b>Sl. No.</b>	<b>Name of the Client</b>	<b>Address</b>	<b>Contact Person</b>	<b>Designation</b>	<b>Contact Numbers</b>

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

**SECTION – M**

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT –CUM-PRFORMANCE GUARANTEE

Ref ..... Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS that in consideration of WEBEL TECHNOLOGY LIMITED, a Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having its Registered office at Webel Bhavan, Block EP&GP, Sector V, Kolkata-700 091 (hereinafter called “The Purchaser”) having agreed to accept from \_\_\_\_\_ (hereinafter called “The Contractor”) Having its Head Office at \_\_\_\_\_, a Bank guarantee for Rs. \_\_\_\_\_ in lieu of Cash Security Deposit for the due fulfillment by the Contractor of the terms & conditions of the Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Purchaser for \_\_\_\_\_ (hereinafter called “the said work order \_\_\_\_\_ dated \_\_\_\_\_)”. We \_\_\_\_\_ (Name & detailed address of the branch) (hereinafter called “the Guarantor”) do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions contained in the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ of which breach the opinion of the Purchaser shall be final and conclusive.

(2) AND WE, \_\_\_\_\_ DO HEREBY Guarantee and undertake to pay forthwith on demand to the Purchaser such sum not exceeding the said sum of \_\_\_\_\_ Rupees \_\_\_\_\_) only as may be specified in such demand, in the event of the Contractor failing or neglecting to execute fully efficiently and satisfactorily the order for \_\_\_\_\_ Work Order no. , \_\_\_\_\_ dated \_\_\_\_\_

(3) WE \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ including the warranty obligations and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ have been fully paid and its claims satisfied or is charged or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ have been fully and properly carried out by the said contractor and accordingly discharged the guarantee.

(4) We \_\_\_\_\_ the Guarantor undertake to extend the validity of Bank Guarantee at the request of the contractor for further period of periods from time to time beyond its present validity period failing which we shall pay the Purchaser the amount of Guarantee.

(5) The liability under the Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and will expire on \_\_\_\_\_ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filled against us within 6 months from \_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

(6) The Guarantee herein contained shall not be determined or affected by liquidation or winding up or insolvency or closer of the Contractor.

Supply & installation of Battery banks for UPS of West Bengal State Data Center

(7) The executants has the power to issue this guarantee on behalf of Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.

(8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and our guarantee shall remain in force up to \_\_\_\_\_ and unless a demand or claim under the guarantee is made on us in writing on or before \_\_\_\_\_ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, \_\_\_\_\_ lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Purchaser in writing. In witness whereof we \_\_\_\_\_ have set and subscribed our hand on this \_\_\_\_\_ day of \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED

\_\_\_\_\_  
(Stamp of the executants)

WITNESS

1) \_\_\_\_\_

2) \_\_\_\_\_

(Name & address in full with Rubber Stamp)

**INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

1. Bank Guarantee (B.G.) for Advance payment, Mobilization Advance, B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non- Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The B.G. should be executed by a Nationalised Bank/ Scheduled Commercial Bank preferably on a branch located in Kolkata. B.G. from Co-operative Bank / Rural Banks is not acceptable.
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The content of the B.G. shall be strictly as Proforma prescribed by WTL in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / Work Order etc.
11. Issuing Bank / The Bidder are requested to mention the Purchase Order / Contract / Work Order reference along with the B.G. No. For making any future queries to WTL.

**SECTION –N**

**NIT DECLARATION**

(Bidders are requested to furnish the Format given in this section, filling the entire Blank and to be submitted on Bidder's Letterhead)

To  
**Webel Technology Limited**  
**Plot-5, Block-BP, Sector V,**  
**Salt Lake City,**  
**Kolkata-700091**

**Sub:.**

Dear Sir,

We the undersigned bidder/(s) declare that we have read and examined in details the specifications and other documents of the subject tender no. WTL/PAR/BAT/18-19/001 dated 11.04.2018 for Supply & Installation of Battery for UPS of West Bengal State Data Center published by Webel Technology Limited in e-Tender website.

We further declare that we have agreed and accepted all the clauses / sub-clauses / formats / terms & conditions other requirements related to the said tender and we will abide by the same as mentioned in the tender document while participating and executing the said tender.

Thanking you,

Yours faithfully

.....  
Signature

.....  
Name in full

.....  
Designation

.....  
Company Stamp

Dated, this .....day of .....2018

**SECTION – O****BIDDERS'S DETAILS**

(Tender No.WTL/PAR/BAT/18-19/001)

1	Name of the Firm	
2	Registered Office Address	
	Contact Number	
	Fax Number	
	E-mail	
3	Correspondence / Contact address	
	Name & Designation of Contact person	
	Address	
	Contact Number	
	Fax Number	
4	Is the firm a registered company? If yes, submit documentary proof	
	Year and Place of the establishment of the company	
6	Former name of the company, if any	
7	Is the firm <ul style="list-style-type: none"> <li>▪ a Government/ Public Sector Undertaking</li> <li>▪ a propriety firm</li> <li>▪ a partnership firm (if yes, give partnership deed)</li> <li>▪ a limited company or limited corporation</li> <li>▪ a member of a group of companies, (if yes, give name and address and description of other companies)</li> <li>▪ a subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project.</li> </ul>	
8	Is the firm registered with Sales Tax department? If yes, submit valid VAT Registration certificate.	
9	Is the firm registered for Service Tax with Central Excise Department (Service Tax Cell)? If yes, submit valid Service Tax registration certificate.	
10	Total number of employees. Attach the organizational chart showing the structure of the organization.	
11	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
12	How many years has your organization been in business under your present name? What were your fields when you established your organization	
13	What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary) <ul style="list-style-type: none"> <li>▪ Manufacturer</li> <li>▪ Supplier</li> <li>▪ System Integrator</li> <li>▪ Consultant</li> <li>▪ Service Provider (Pl. specify details)</li> <li>▪ Software Development</li> <li>▪ Total Solution provider (Design, Supply, Integration, O&amp;M)</li> <li>▪ IT Company</li> </ul>	
14	Number of Offices in district head quarters in West Bengal	
15	Is your organization has ISO 9001:2008 certificates?	

## Supply & installation of Battery banks for UPS of West Bengal State Data Center

16	List the major clients with whom your organization has been / is currently associated.	
17	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
18	Have you ever been denied tendering facilities by any Government / Department / Public sector Undertaking? (Give details)	

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_