

## West Bengal Electronics Industry Development Corporation Limited

Registered Office  
 Webel Bhavan, Block - EP & GP, Sector - V Bidhannagar, Salt Lake Kolkata 700091  
 Phone: 9133-2339-2228/226/327/316 'Fax: 9133-2357-1739/1708 email: contact@webel-india.com

### **NOTICE INVITING OPEN TENDER** **2<sup>nd</sup> Call**

**Notice Inviting RE-Tender No. WEBEL/EOT/COM/19-20/00050R Dated: 23-10-19**

**For:** TENDER FOR SUPPLYING OF 2 NOS .100 MBPS (1:1) ILL BANDWIDTH TO WEBEL- FUJISOFT VARA.

The G.M.(COMMERCIAL) on behalf of WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED invites Tender for the work detailed in table below: - (Submission of Bid through Online Only)

Brief Description of Work	Tender Document Money (Rs) [Non refundable]	Earnest Money Deposit (EMD) (Rs) [Refundable]	Last Date and Time of Bid Submission (Online)	TECHNICAL Bid Opening Date and Time (Online)
Tender for Supplying of 2 Nos .100 Mbps ( 1:1) ILL Bandwidth to Webel- Fujisoft Vara.	Rs.500/-	Rs. 35,000/-	05 November 2019 12:00 PM	07 November 2019 3:00 PM
<b>BID Opening Venue</b>	<b>WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED Webel Bhavan, Block - EP &amp; GP, Sector - V Bidhannagar, Salt Lake Kolkata 700091</b>			

For Commercial Queries, Contact: Mr. Pratul Show, G.M.(COMMERCIAL) E-Mail: pratul.show@webel-india.com

For Technical Queries, Contact: Nirmal Ray, ADVISOR (TECHNICAL) E-Mail: nirmal.ray@webel-india.com

## **DATE & TIME SCHEDULE**

<b>Activity / Event Description</b>	<b>Date</b>	<b>Time</b>
Last Query Submission	31 October 2019	12:00 PM
Last Query Response	31 October 2019	4:00 PM
Pre Bid Conference	01 November 2019	12:00 PM
Publishing Last Corrigenda (if any)	01 November 2019	3:00 PM
Submission of Bid(s)	05 November 2019	12:00 PM
TECHNICAL Opening	07 November 2019	3:00 PM
FINANCIAL Opening	08 November 2019	12:00 PM

# NOTICE INVITING TENDER

**1 . Final submission date & time**

In the event of e-filling, intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate.

**2 . Technical Bid submission with digitally signed**

The TECHNICAL BID is to be submitted duly digitally signed in the website <https://wbtenders.gov.in>

**3 . Financial Bid submission with digitally signed**

The FINANCIAL BID is to be submitted duly digitally signed in the website <https://wbtenders.gov.in>

**4 . Schedule details**

Submission of Technical Bid (if applicable) and Financial Bid will be done as per Time Schedule stated in this Tender Document.

**5 . Price Bid/Financial Offer only if technical bid is qualified**

The price bid / financial offer of the tenderer / bidder will be considered only if the technical bid of the tenderer is found qualified by the Tender Evaluation Committee (TEC) of WBEIDC. The decision of the TEC will be final and absolute in this respect.

**6 . Display of Technically qualified bidders on the website.**

The list of technically qualified bidders will be displayed on NITs website, <https://wbtenders.gov.in>.

**7 . Scope of Work**

THE DETAILS SCOPE OF WORK SHOULD BE AS PER ATTACHED SOW DOCUMENT.

ADDITIONAL ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER ALSO ATTACHED WITH THE TENDER DOCUMENT.

# **SECTION A**

## **ELIGIBILITY CRITERIA**

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**1 . Experience on the related job area**

The bidder should have executed 1 single order of similar nature of jobs, particularly in BANDWIDTH(SIM-1) of Rs.2,500,000.00 each or more at any or The bidder should have executed 2 single order of similar nature of jobs, particularly in BANDWIDTH(SIM-1) of Rs.1,500,000.00 each or more at any or The bidder should have executed 3 single order of similar nature of jobs, particularly in BANDWIDTH(SIM-1) of Rs.800,000.00 each or more at any Govt. Department / Quasi Govt. Dept / PSU / Board / Council/ Large corporate or similar organization in last 3 financial years. Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization in last 3 financial years. Work Order copies along with job completion certificate from the customer duly self-attested are to be submitted.

**Statutory**

**2 . Unpriced Bill of Quantities**

Un-priced B.O.Q is to be submitted in company letterhead mentioning the name, make and model no. of all the items.

**Statutory**

**3 . Minimum Annual Turnover for the last financial year**

Turnover of the last Financial Year (2017 - 2018) should be Rs.10,000,000,000 00 or above (Copy of audited Balance Sheet & P/L A/c duly certified by CA is required as proof).

**Non-statutory**

**4 . Aggregate Annual Turnover**

Aggregate of Turnover of last 3 Financial Years (01-04-15 - 31-03-18) should be Rs.30,000,000,000.00 or above (Copy of audited Balance Sheet & P/L A/c duly certified by CA is required as proof).

**Non-statutory**

**5 . Company Profile & Article of Association**

The Bidder must submit detail profile of the company and Articles of Association in the specified area of the job mentioned in this tender.

**Non-statutory**

**6 . Incorporation certificate**

The bidder should provide the certificate of incorporation under Comapny Act 1956.

**Non-statutory**

**7 . NO PART BID ALLOWED**

Bidders have to quote all the items mentioned in tender document.No part bid will be accepted. Otherwise, the bid(s) will be treated as cancelled.

**Non-statutory**

**8 . Statutory Documents-PAN & IT Returns**

Copies of valid PAN along with I-T return documents, for Financial Year 2014 2015, 2015-2016, 2016-2017 are to be enclosed with the bid.

**Non-statutory**

**9 . Trade License**

Copy of valid Trade License is to be enclosed with the bid.

**Non-statutory**

**10 . Locations of Service Centres**

The bidder must have at least 1 registered service center for COMMUNICATION in KOLKATA Supporting documents for existence of Service Centre(s) has to be attached with the tender document.

**Non-statutory**

**11 . Details of Office Locations**

The Bidder must have office(s) in KOLKATA. (Copy of Trade License and contact details of the office(s), at the specified locations to be submitted along with the bid).

**Non-statutory****12 . Banned by Govt. or like organizations**

The bidder shall be required to give a declaration in their letter head that they have not been banned by any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization. If any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board Council or similar organization has banned the bidder and later on lifted the ban, the fact must be clearly stated.

**Non-statutory****13 . Completion Certificate from Client**

The Bidder shall submit at least 3 client certificate of satisfactory implementation of SUPPLY OF BANDWIDTH. (Clients' satisfaction certificates must be submitted)

**Statutory****14 . Minimum number of years of existence**

The bidding firm must be in existence for 3 years or more. (Documentary evidence has to be provided along with the bid)

**Non-statutory****15 . Additional Eligibility Criteria**

- 1 ) THE BIDDER/ASP/OEM/ISP/TELECOM SERVICE PROVIDER SHOULD BE A SYSTEM INTEGRATOR.
- 2) THE BIDDER/ASP/OEM/ISP/TELECOM SERVICE PROVIDER SHOULD BE A SYSTEM INTEGRATOR.
- 3) THE BIDDER MUST BE DETAILED PROFILE OF THE COMPANY, ARTICLES OF ASSOCIATION, ISO 9001:2008 AND ISO 9001:2015 CERTIFICATE HOLDERS IN THE SPECIFIED AREA OF THE JOB MENTIONED IN THIS TENDER.

**Non-statutory**

# **SECTION B**

## **INSTRUCTIONS TO BIDDERS**

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### **General for e-Tender**

#### **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://etender.wb.nic.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 Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. above. DSC is given as a USB e-Token.

#### **3 . Search and Download**

The Bidder can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause A.1. 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 have applied severally in a single job all his applications will be rejected for that job.

#### **5 . Exemption under NSIC**

Bidders who are registered with NSIC, UNDER SINGLE POINT REGISTRATION SCHEME for the TENDERED ITEMS are exempted payment of bid security and Tender Fees up to the amount equal to their monetary limit. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached and documented through e filing, otherwise the Bid will be treated as cancelled. In case of bidders having monetary limit as "NO LIMIT", the exemption will be limited to Rs.50,00,000/- only as per existing policy of WBEIDC Ltd.


#### **6 . Submission of Tenders**

Tenders are to be submitted through online to the website stated in Clause A (i). in two folders at a time for each work, one in Technical 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).

### **Additional Instructions**

#### **1 . Additional Instruction**

COPIES OF REGISTRATION CERTIFICATE FOR GST MUST BE ENCLOSED WITH THE BID. BIDDERS ARE ADVISED TO EN SYSTEM OF NOMENCLATURE (HSN) CODE & SERVICE ACCOUNTINGCODES (SAC) FOR ALL THE ITEMS.

	RE-Tender No. WEBEL/EOT/COM/19-20/00050R Dated: 23-10-19 For TENDER FOR SUPPLYING OF 2 NOS .100 MBPS ( 1:1) ILL BANDWIDTH TO WEBEL-FUJISOFT VARA.	Page No: 6
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# SECTION C

## GENERAL TERMS & CONDITIONS

### GENERAL TERMS AND CONDITIONS

#### 1 . Disputes and Arbitrations

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Managing Director, WBEIDC Ltd. or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the Managing Director shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The Contractor will have no objection in any such appointment that arbitrator so appointed is employee of WBEIDC Ltd. The adjudication of such arbitrator shall be governed by the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration shall be held in Kolkata only.

#### 2 . Deadline for Submission of Proposals

Proposals will be received by WBEIDC at the specified address not later than 05 11-19 12:00 Hrs. WBEIDC may, at its discretion, extend this deadline. WBEIDC may also extend this deadline for any other administrative reason.

#### 3 . GTC-EMD-ONLINE PAYMENT

//The bidder shall pay an EMD of Rs. 35,000 through Net banking or through RTGS NEFT through the [https://wbtenders.gov.in //portal](https://wbtenders.gov.in//portal) as per G.O 3975-F(Y) dated 28th July, 2016 issued by Finance department Govt. of West Bengal. //For detail payment procedure & guideline on the same bidders are advised to follow the same order. //You may find the GO by clicking the link <https://bit.ly/2zZ4i6e>

#### 4 . Force Majeure Condition

If the execution of the contract/supply order is delayed beyond the period stipulated in the supply order as result of outbreak of hostilities, declaration of an embargo or blockade of road, fire, flood or any such act of nature, then WBEIDC LTD may allow such additional time by extending the project execution timeframe as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the WBEIDC LTD, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

#### 5 . Inclusion of freight & insurance

Price quoted should be inclusive of freight & insurance upto the delivery locations.

#### 6 . Formats and Signing of Proposals

The original proposal shall be neatly typed and shall be signed by an authorized signatory / signatories on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. The person or persons signing the proposal shall initial all pages of the proposal, except for un-amended printed literature. 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.

#### 7 . Governing Laws

This Tender Document and the contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract.

#### 8 . Late Proposals

Any proposal received by WBEIDC after the deadline for submission of proposals, as referred above shall not be accepted.

#### 9 . Language of Proposal & Correspondence

The proposal submitted by the Bidder should be 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 &

WBEIDC will be in English language only. A duly signed formal copy must subsequently confirm the correspondence by Fax / e-mail.

**10 . Non escalation of Price**

The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.

**11 . Non-eligibility of bid by Webel Group Company**

No Webel group company allowed to bid in WBEIDC tenders, and bids will be summarily disqualified if received from any WEBEL group company.

**12 . Availability of PAN**

Any quotation submitted without PAN of the vendor will be summarily rejected.

**13 . Proposal Currency**

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

**14 . Cancellation of PO**

WBEIDC Ltd. reserves the right to cancel Purchase Order if the agreed delivery schedule is not adhered to by the supplier. Any loss arising out of such delay in the supply of the equipment / service, shall be on the supplier account.

**15 . Period of Validity of Proposals**

The price offers shall remain firm within the currency of contract and no escalation of price will be allowed. The quoted offer and / or rate must be valid for a minimum period of 180 Days from the date of opening of the tender. The tender inviting authority reserves the right for seeking extension of validity of offered rates from the successful bidder. Acceptance of such request during actual offer is however optional to the bidder. The price validity will remain unaltered irrespective of any reason including foreign exchange rate variation. Variation in statutory rate levied by Government will however be reflected for both reduction and escalation.

**16 . Whom to report**

Reporting: You have to report to MR. DEBRAJ GHOSHAL, DY. MANAGER (ISP) for TECHNICAL purposes.

**17 . Schedule of the Tender**

The tender document shall be submitted on or before 05-11-19 12:00 Hrs. to Mr. Pratul Show

**18 . Deduction of Tax at Source**

Deduction of all statutory and necessary Tax from each bill will be made as per Government Rules prevailing at the time of payment. The Company will issue necessary tax deduction certificate in due course of time.

**19 . Opening of Tender**

The tenders shall be opened at the time set forth in the document. Bidders or their authorized representatives are invited to be present and to put their signatures on the records of tender opening as each tender is opened

**20 . Withdrawal from Tender**

Any bidder may withdraw his tender by written request at any time prior to the scheduled closing time for receipt of tenders and not thereafter.

**21 . Additional Terms & Conditions**

AT THE TIME ACCEPTING LOI, VENDOR IS ADVISED TO CHECK THE GST PERCENTAGE MENTIONED IN THE LOI. IN CASE BIDDER MUST INFORM GM (COMMERCIAL) IN WRITING PRIOR TO ISSUE OF THE PURCHASE ORDER. ONCE PURCHASE ORDER ISSUED NO SUBSEQUENT REQUES PERCENTAGE WILL BE ENTERTAINED.



# SECTION D

## SPECIAL TERMS & CONDITIONS

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### SPECIAL TERMS AND CONDITIONS

**1 . Consignee Details**

Consignee Details: DEPARTMENT OF INFORMATION TECHNOLOGY. GOWB.

**2 . Contract Period**

The contract will be valid for 3 YEAR FIXED PRICE, NO ESCALATION OF PRICE IS ALLOWED..

**3 . Delivery time period**

ALL ITEMS must be delivered and installed within 4 WEEKS from the date of issuance of PO.

**4 . Delivery Locations**

WEBEL-FUJISOFT VARA,PLOT NO. 2222,PREMISES NO. 03-0754,ACTION AREA-IIIA JOTHBIM,BALIGARI,NEW TOWN,KOLK BENGAL-700156,INDIA.

**5 . Taxes all inclusive**

Price will be all inclusive including tax, installation, freight, insurance & any other charges. Tax portion should be mentioned separately.

**6 . Liquidated Damage**

As per the job 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 Vendor(s) for sum equivalent to 1.00% of the contract value for each week or part thereof, subject to a ceiling of 5.00% of the contract value (including all taxes & duties and other charges). In the event of LD exceeds 5.00% of the order value, WBEIDC reserves the right to terminate the contract and WBEIDC will get the job completed by any other competent party. The difference of cost incurred by WBEIDC will be recovered from the earnest money deposited / PBG / Invoice submitted by the vendor (as applicable).

**7 . Payment Authority**

Payment sanctioning authority: MD,WEBEL

**8 . Payment Terms**

A) FOR ONE TIME INSTALLATION COST - PAYMENT WILL BE MADE AFTER LINK DELIVERY AND ACCEPTANCE FROM END CUSTOMER. THIS PAYMENT TO BE RELEASED ON BACK TO BACK BASIS.

B) FOR ANNUAL RECURRING COST - PAYMENT WILL BE MADE AT THE END OF EACH QUARTER (QUARTERLY BASIS) SUBJECT TO SLA COMPLIANCE. THIS PAYMENT TO BE RELEASED ON BACK TO BACK BASIS

**9 . Security Deposit**

Successful bidder will have to submit a performance bank guarantee within 14 DAYS of issuance of LOI, amounting 5% total ordered value in the format given in the tender document for a validity period of 60 DAYS more than the warranty period (1 YEAR from the date of final acceptance of the end customer) of the quoted items.

**10 . Additional Terms & Conditions**

EXIT CLAUSE: IF BIDDER BREACHES/NEGLECTS ANY PROVISION OF THIS ORDER OR FAILS TO COMMENCE THE WORK OR PROVIDE THE SERVICES AS PER THE ORDER, WBEIDC SHALL BE ENTITLED TO TERMINATE THE CONTRACT AFTER GIVING 3 MONTHS' NOTICE IN WRITING TO THE BIDDER IN ADDITION, IT WILL RESULT IN FORFEITURE OF THE SECURITY DEPOSIT.

# BOQ, TECHNICAL SPECIFICATIONS & DELIVERY LOCATIONS

SL. No.	Description / Specification	Qty	UOM	Delivery Location
1	ONE TIME COST FOR ISP CONNECTIVITY	1	Nos.	
2	ANNUAL RECURRING COST OF 100Mbps (1:1) ILL BANDWIDTH	1	Nos.	
3	ANNUAL RECURRING COST OF 100Mbps (1:1) ILL BANDWIDTH	1	Nos.	

## Payment Terms Details

Payment Terms Code	Description
B2B	Payments term will be back to back and will be paid upon receipt of payment from customer.

# COMPLIANCE SHEET

SL. No.	Description / Specification	Qty	UOM	Offered Specification	Compliant (Yes/No)	Deviation Details (if any)
1	ONE TIME COST FOR ISP CONNECTIVITY	1	Nos.			
2	ANNUAL RECURRING COST OF 100Mbps (1:1) ILL BANDWIDTH	1	Nos.			
3	ANNUAL RECURRING COST OF 100Mbps (1:1) ILL BANDWIDTH	1	Nos.			

## ANNEX - 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)

Ref No : ( Mandatory)

Date : ( Mandatory)

To,  
Dy. General Manager (Commercial)  
WBEIDC Ltd  
Webel Bhavan  
Block EP & GP, Sector-V  
Salt Lake Electronics Complex  
Kolkata-700091

Dear Sir,

Having examined the Bid documents we, the undersigned, offer to undertake the job of "<Tender Title>" as per the Tender No. \_\_\_\_\_ dated \_\_\_\_\_.

We agree to abide by this bid for the period of 6 (six) months from the date for fixed for price bid opening and it shall remain binding upon us for acceptance at any time before the expiry of the period.

This bid, together with your written acceptance thereof and your order / notification of award, shall constitute a binding contract between us.

We understand that WBEIDC reserves the right to accept in full / part or reject any or all the bids received or split order within successful bidding without any explanation to bidders and its decision on the subject will be final and binding on Bidder. We also understand that WBEIDC is not bound to accept the L-1 bid for placement of order.

We had given an EMD/BG of Rs. \_\_\_\_\_ (DD/BG No \_\_\_\_\_ dated \_\_\_\_\_ on \_\_\_\_\_) along with the technical document.

We also abide to go through bank Guarantee of 5% of the job value as Performance Bank Guarantee.

Dated, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature

.....  
(In capacity of)  
Duly authorized to sign bid for and on behalf of  
(Name and Address of the Bidder)

(Affix Official Seal)

**ANNEX – PBG**

**PERFORMANCE SECURITY GUARANTEE BOND**

1. In consideration of the MD , WBEIDC (hereinafter called "WBEIDC") having agreed to exempt \_\_\_\_\_ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called "the said agreement "), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_

( hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (contractor(s)) do hereby undertake to pay to the WBEIDC an amount not exceeding \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by WBEIDC by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the WBEIDC by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of WBEIDC in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.

3. We undertake to pay to the WBEIDC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We( name of the bank) \_\_\_\_\_ 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 agreement and that it shall continue to be enforceable till all the dues of the WBEIDC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (office/Department) WBEIDC certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of TWO/TWO AND HALF/THREE YEARS (as specified in the tender no.....) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) \_\_\_\_\_ further agree with the WBEIDC that the WBEIDC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the WBEIDC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the WBEIDC or any indulgence by the WBEIDC

7. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the WBEIDC in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

for \_\_\_\_\_  
(Indicate the name of bank)

**ANNEX - TECHNICAL COMPLIANCE STATEMENT**

**ALL TECHNICAL PARAMETERS OF ITEMS ARE MANDATORY. NO DOWNWARD DEVIATION IS ALLOWED. IN CASE OF ANY DEVIATIONS IN SPECIFICATIONS OF THESE ITEMS, THE BID WILL BE SUMMERILY REJECTED.**

The bidder has to attach a technical compliance sheet in the following format:

Sl. No.	Description of Items	Make & Model No.	Qty	Unit	Offered Specification	Remarks
1						

PRICE BID

The price has to be submitted online only.



## **SCOPE OF WORK**

Procure of Internet Bandwidth ( 2Nos. 100Mbps, 1:1) from same service provider.

The delivery location will be at Webel Fujisoft Vara, Plot No. 2222, Premises No. 2222, Premises No. 03-0754, Action Area- IIIA, Jothbim, Baligari, New Town, Kolkata, West Bengal – 700156, India.

Circuit should be over OFC only (RF, Copper or any other media are not accepted ).

Drop on location should be on Optical Gigabit only.

Contact Period : 3 years fixed price. No escalation of price is allowed.

SLA will be measured monthly per circuit wise. SLA & Downtime calculation is attached in Annexure. Bidder needs to provide SLA report with monthly Invoice.

Bidder should have Toll Free Number / mail id for complaint logging. Bidder should provide time to time updates for complaint logged.

Bidder should able to upgrade any circuit in shortest possible time. Declaration should be given.

Bidder should able to provide PTR record entry to their DNS Server free of cost.

Delivery Timeline : 2-3 weeks from the date of P.O. (Purchase Order).

Required IP Address (IPv4) : At least /29 notation (8 nos) for each link.

Live monitoring url for Data Usage based on 24x7x365, may it be MRTG or PRTG is required.

## ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

- The Bidder should have a valid Category A ISP license or UL license from Govt. Of India.
- Bidder should possess its own/leased Telecom Network (Fiber Backbone) across the length & breadth of India.
- The bidder should have its own international gateway in India with at least one landing stations in India and at least one international cable system.
- The Bidder should insure that the local loop provisioning does not violate regulations as laid by Government of India / TRAI in respect of such links / networks. Bidder will be responsible for making all the payments towards the local loop charges / rentals / WPC charges etc.
- The Bidder is expected to have own National long distance network with last mile network on end-to-end basis.
- Direct peering with multiple (at least 10) upstream providers in different geographies in the world.
- Direct connectivity to the IP exchange in US/UK/India.
- Local peering, within India, with multiple ISPs.
- Average latency should not be more than 100ms up to ISP's 1st Tier 1 peering point.
  
- The bidder must be IPv6 ready and able to deliver as & when required.  
The bidder must provide centrally aggregated Internet bandwidth at the NOC of Webel Fujisoft Vara, Plot No - 2222 , Premises No. 03-0754, Action Area -IIIA, Jothbhim, Baligari, New Town, Kolkata, 700156, West Bengal, India.

The bidder must provide centrally aggregated Internet bandwidth at the NOC of 2 separate 100 Mbps links to be delivered, bidder may install MUX at the premises where UPS Power to be provided by Webel/Fujisoft.

- Delivery of the last mile on Ethernet at all its POP is mandatory. Only Fiber (OFC) link will be accepted.
- The bidder should indicate their existing infrastructure in the State & mention the approximate number of distribution PoP in Kolkata & West Bengal Telecom Circle.
- The bidder should be able to provide online usage report through web.
- MTTTR should be a maximum of 4 hours, including the last mile connectivity medium.
- Any civil permission for laying of Cables etc. must be the responsibility of the bidder.
- The ISP must have centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose accessed by local toll free number.
- ISP should provide single number for all the call logging and status update.
- ISP should have well defined capabilities and procedures to track call resolution progress status and provide the updates to the customer. In addition, ISP should have well defined management and technical escalation procedures.
- ISP should have local office & support infrastructure in Kolkata. The Bidder should have a fully functional Helpdesk for support (365\*24\*7).
- ISP should be capable of giving both i-BGP and/or e-BGP service as and when required.

The bidder should have executed at least 2 STM1 order in a single P.O. Higher value Order is also accepted

Please include a brief description about your technical/administrative support team and your complaint redressal mechanism in the table below. Round-the-clock complaint registration and follow up is a minimum. Please define your organizational escalation matrix clearly.

Structure of Technical/ Administrative Support Team and Escalation Matrix	Complaint Registration	Alert Mechanism for Informing Customers
	24x7	

## RELIABILITY CRITERIA

Please mention the Redundancies incorporated into your IP Network: .....

International Partner Name	Media Type	Capacity of the Connection	Routing Path	Number of hops and average roundtrip delay to YAHOO	Number of hops and average roundtrip delay to GOOGLE

{Note: In the table above, please mention here details such as:

- a) Media such as submarine cable plants etc.
- b) Mention your International partners such as FLAG, TYCO, I2I, SE-MEA-WE 4 etc. Webel-ISP prefers that the applicant ISP have more than one such partner. Bidder may mention any other International Partner.
- c) Mention the type of connectivity to each of the partner network, i.e. multiple STM-1 link etc. and in each case mention the Routing Path (i.e. if the link is on the transatlantic or transpacific route).
- d) Webel-ISP may conduct field experiments from time to time to ascertain if QoS levels are being maintained. Webel-ISP reserves the right to cancel the contract under repeated violations of the specified and mutually agreed QoS parameters.

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**BIDDERS NOT COMPLYING WITH ALL THE TERMS AND CONDITIONS OF ELIGIBILITY & RELIABILITY CRITERIA OR NOT PROVIDING COMPLETE INFORMATION FOR ALL THE ABOVE AS DESCRIBED SHALL NOT BE CONSIDERED FOR OPENING OF COMMERCIAL BID**  
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**SLA WILL BE >=99.9% (UPTIME) MONTHLY AGAINST EACH LINK**

**DOWNTIME PENALTY**

<b>Sl. No.</b>	<b>UPTIME</b>	<b>PENALTY in % on Monthly Bill</b>
<b>1</b>	<b>&gt;= 99.9%</b>	<b>0</b>
<b>2</b>	<b>&gt;= 98.50 to &lt; 99.9</b>	<b>5</b>
<b>3</b>	<b>&gt;= 98 to &lt; 98.50</b>	<b>10</b>
<b>4</b>	<b>&gt;= 95 to &lt; 98</b>	<b>20</b>
<b>5</b>	<b>&gt;= 90 to &lt; 95</b>	<b>50</b>
<b>6</b>	<b>&gt;= 90</b>	<b>100</b>
<b>7</b>	<b>Continuous 24 Hrs.</b>	<b>50</b>
<b>8</b>	<b>Continuous more than 24 Hrs.</b>	<b>100</b>

**Mandatory: Bidder has to give written confirmation on their letter head agreeing the SLA Term.**