

West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

(IT & Communication Cell)

Vidyut Bhavan, 3rd Floor, C&D Block, Bidhan Nagar, Block-DJ, Sec-II, Kolkata-700091

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CIN: U40109WB2007SGC113473



## **WBSEDCL** **TENDER NOTICE**

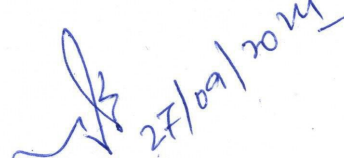
### **BID DOCUMENT**

**Cost of Bid Document: NIL**

**Selection of vendor for the procurement, implementation and maintenance of comprehensive ENDPOINT SECURITY SOLUTIONS (EDR with Next Gen Antivirus and DLP functionality) in subscription mode for 03 years in WBSEDCL.**

**Estimated Project Cost: INR 4.5 Crore (in words INR four Crore Fifty Lakhs Only) (including GST)**

**Tender Notice No: WBSEDCL/ IT&C/33.10(i)/499 dated 27.09.2024**

  
**Chief Engineer**  
**IT&C Cell, WBSEDCL**

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## **Disclaimer**

This Tender Document (also referred to as "Request for Proposal" or "RFP") is not an agreement and is not an offer or invitation by WBSIEDCL to any Bidder other than the one that qualifies, based on evaluation of submitted bids. The purpose of this Tender Document is to provide information to the potential Bidders to assist them in responding to this Tender Document. Though this Tender Document is prepared with sufficient care to provide all required information to the potential Bidders, they may need more information than what has been provided herein. In such cases, the potential Bidder is solely responsible for seeking the information required from WBSIEDCL at its own cost. WBSIEDCL reserves the right to provide such additional information at its sole discretion. In order to respond to the Tender Document, if required, and with the prior permission of WBSIEDCL, the potential Bidder may conduct his/her own study and analysis as may be necessary.

WBSIEDCL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the Tender Document. WBSIEDCL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

## **About WBSEDCL**

The Government of West Bengal unbundled the erstwhile West Bengal State Electricity Board (WBSEB) into two companies viz., West Bengal State Electricity Distribution Company Limited (WBSEDCL) and West Bengal State Electricity Transmission Company Limited (WBSETCL).

The main business of WBSEDCL is distribution and hydro generation of electricity. It is also the nodal Agency of the Government of West Bengal for undertaking Rural Electrification task in the State with objective of providing access of electricity to all rural households in the state in line with the National Rural Electrification Policy.

Over the years, WBSEDCL has been continually evolving to position itself as a leading Power Utility services organization of the Country. In the changing landscape, post recent global slowdown, it is anticipated that demand for electricity will change rapidly and expectations will also increase exponentially. WBSEDCL continually strives to enhance the quality of services delivered to its customers. WBSEDCL provides quality power to a gargantuan customer base of more than 2.18 crore across West Bengal through its service network spanning 6 Zones, 21 Regional Offices, 77 Distribution Divisions and 536 Customer Care Centers.

These are indeed exciting times for the Company, given its rapid progression from providing engineering solutions, to solving complex customer challenges, to providing innovative solutions. WBSEDCL has implemented Enterprise Resource Planning - SAP in Financial Accounting & Control, Material Management, HR with Payroll, Plant Maintenance and Project System.

After successful implementation of Purulia Pumped Storage Project in 10th Plan period with a capacity of 900 MW hydel power, the Company has taken up the ambitious plan of implementing Turga Pumped Storage Project in the 13th Plan period with installed capacity of 4 x 250 MW.

For solving complex customer challenges and for providing more efficient service to the consumers, a Project titled Integrated Power Development Scheme for strengthening of sub transmission and Distribution networks, metering of Distribution transformers etc. in the urban areas has been implemented. A program for system improvement under Sech-Bandhu Scheme has also been conceived for rural areas.

WBSEDCL is innovating and embarking upon an IT-enabled system across the organization to ensure greater engineering predictability and to position itself into the best utility in the country in terms of customer service, efficiency and financial viability.

## **Objective of the RFP**

West Bengal State Electricity Distribution Company Limited, invites e-tenders for Selection of vendor for the procurement, implementation and maintenance of comprehensive ENDPOINT SECURITY SOLUTIONS (EDR with Next Gen Antivirus and DLP functionality) in subscription mode for 03 years to be implemented across WBSEDCL.

Detail "Scope of Work" and other terms and conditions furnished in the different clauses of the bid document. WBSEDCL will finance the entire work as stipulated under scope of work in the Bid documents.

## **Section: 1**

### **Instruction to Bidders (IB)**

#### **IB.1. General:**

West Bengal State Electricity Distribution Company Limited, hereinafter referred to as WBSEDCL and as the Purchaser, for better Customer Relationship Management, intends to hire the service of the Endpoint security Solutions vendor to maintain/protect the endpoints involved in Centralized Revenue Collection System, CRM Application Package, Infrastructure and other associated system (mentioned in detail in the RFP) and also for enhancing customer convenient levels and overall inter-organization efficiency. WBSEDCL has been a frontrunner in implementing various IT enabled products. WBSEDCL invites e-tender from intending vendors for effective and efficient endpoint security solutions service of the hardware/software mentioned in this NIT.

Bidders are advised to study this document carefully. Submission of RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This RFP document is not transferable. This document must be read in its entirety.

**IB.1.1. General guidance for e-Tendering:** Instructions/Guidelines for electronic submission of the tenders have been mentioned below for assisting the bidders to participate in e-Tendering.

**IB.1.2. Registration of bidder:** Any bidder willing to take part in the process of e - tendering will have to be enrolled & registered with e-Procurement system, by logging on to <https://wbtenders.gov.in>.

**IB.1.3. Digital Signature certificate (DSC):** Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.

**IB.1.4.** The bidder can search and download Notice Inviting Tender (NIT) & other tender related documents electronically from website <https://wbtenders.gov.in> using DSC. This is only mode for collection of documents related to this NIT.

#### **IB.2. Invitation for the Bids:**

**IB.2.1.** Tenders are invited by **Chief Engineer, IT&C Cell, WBSEDCL, Vidyut Bhaban (3rd. Floor), Bidhannagar, Block-DJ, Sector-II, Kolkata-91** through electronic tendering (e-tendering) process for implementation of ENDPOINT SECURITY SOLUTIONS in WBSEDCL.

**IB.2.2.** Intending bidders desiring to participate in this tender shall log on to website <https://wbtenders.gov.in>. The tender can be searched by typing WBSEDCL in search engine provided in the website.

**IB.2.3.** Bidders willing to take part in the process of e-tendering shall obtain Digital Signature Certificate (DSC) in name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining Class 2 or Class 3 DSC from approved certifying authority, intending bidders shall register the fact of possessing DSC through registration system available in the website.

**IB.2.4.** Bids shall be submitted online and intending bidders shall download tender

documents from website stated above, directly with the help of the e-Token provided. This is only mode for collection of tender documents. Details of submission procedure are given in "Submission of Tenders".

**IB.3. Eligible Bidders:**

**IB.3.1.** This Invitation for bids, issued by WBSEDCL is open to all firms including company (ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring foreign companies and those bidders with whom business is banned by WBSEDCL.

**IB.3.2.** Bidder should not have been **blacklisted or involved in any forgery/data leak from any Government or reputed private organization across India in last three years and undertaking in this regard should be provided by the authorized signatory of the bidder.** During contract period if the undertaking submitted by bidder is found to be false then the order issued to bidder shall be terminated and BG will be forfeited.

**IB.3.3.** Bidders must fulfill eligibility criteria as per Annexure-II.

**IB.4. Responsibility of Bidders:**

**IB.4.1.** It shall be sole responsibility of bidders to determine and satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect cost, duration and execution of contract.

**IB.4.2.** It must be understood and agreed that all factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments in the contract, once awarded under these documents will not be entertained by WBSEDCL. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by WBSEDCL, which are based on the lack of such clear information of its effect.

**IB.4.3.** The bid must include all information as per bid document. **Submitted documents need to be specific as per requirements; irrelevant documents shall not be uploaded by bidder.**

**IB.4.4.** Bidder shall bear all kind of cost associated with preparation and submission of bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of bidding/tendering process.

**IB.4.5.** One bidder can submit only one bid in response to this tender document. No bidder is allowed to submit two or more bids.

**IB.4.6.** Sub-contracting or outsourcing of this contract is strictly not allowed.

**IB.4.7.** In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance of the last date and time of submission of the bid.

**IB.5. Formation of cartel & penal Measures:**

Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the parties. Repeated

occurrence of such evidence of above bidders may also be viewed seriously by WBSEDCL authority and penal measures as deemed fit will be imposed on such bidders.

**IB.6. Key Dates:** The schedule of Dates for e-Tendering.

Sl No.	Action	Date & Time
1.	Publishing Date	04.10.2024 at 14:30 Hrs.
2.	Document Download start date	04.10.2024 at 14:30 Hrs.
3.	Last date of Receiving Pre-Bid Clarification	22.10.2024 at 14:30 Hrs.
4.	Pre-bid Meeting	28.10.2024 at 12:00 Hrs.
5.	Bid submission Start date	06.11.2024 at 14:30 Hrs.
6.	Bid submission last date	20.11.2024 at 14:30 Hrs.
7.	Last date of physical submission of EMD (BG)	20.11.2024 at 14:30 Hrs.
8.	Technical Bid opening date	26.11.2024 at 14:30 Hrs.
9.	Financial Bid opening date	Will be informed to eligible bidders

If any 'Holiday', falls on any of the scheduled date, then the next working day (between mentioned working hours) shall be considered as scheduled date and schedule time.

**IB.7. Pre-Bid Discussion:**

Pre-bid Meeting will be organized as per the key date mentioned in **IB.6.** in the below mentioned venue:

**Conference Room, Office of Chief Engineer, IT & C Cell,  
3rd Floor D-Block, Vidyut Bhavan, Block-DJ, Sector-II  
Bidhanagar, Kolkata - 700091, West Bengal.**

If there be any discrepancy or obscurity in the meaning of any clause in NIT then such queries must be sent to Chief Engineer, IT & Communication Cell through following email: [itcell@wbasedcl.in](mailto:itcell@wbasedcl.in) before last date of receiving pre-bid clarification mentioned in NIT so that appropriate clarifications can be given to intending bidders. However, sending queries are not mandatory and will not be cause for disqualification of the bidders.

**IB.8. Clarification of Bidding Documents:** Pre-bid-Query received from vendors up to "Last date of Receiving Pre-Bid Clarification" will be clarified **through wbtenders.gov.in website.**

If any changes are decided by the tender committee based on the query received from the bidders or based on the discussion made in the pre-bid meeting, the same will be uploaded in the website <https://wbtenders.gov.in> and no other communication shall be made afterwards. The clarification given shall be final and binding on the bidder.

**IB.9. Amendment / Addenda of Bidding Documents:**

**IB.9.1.** At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective bidder, amend the bidding document.

**IB.9.2.** The amendment will be notified in writing through e-tendering website (<https://wbtenders.gov.in>) and will be binding on prospective bidders. Bidders shall keep a track of any such amendment and it will be assumed that information contained therein has been considered by the bidder in its bid.

**IB.9.3.** In order to provide a reasonable time to prospective bidders for taking the amendment into account in preparing their bid, WBSEDCL may, at its discretion, extend deadline for submission of bids without citing any reason. In such cases, WBSEDCL will notify about extended deadline to all prospective bidders in writing through e-tendering website (<https://wbtenders.gov.in>).

**IB.10. Language of the Bid:** Bid prepared, all correspondences and documents relating to the bid exchanged by bidder and WBSEDCL shall be written in English language only.

**IB.11. Submission of Tenders:**

**IB.11.1. General process of submission:**

**IB.11.1.1.** Tenders shall be submitted online through website <https://wbtenders.gov.in>. All documents uploaded by tender inviting authority form an integral part of the contract. Bidders are required to upload all tender documents along with other documents, as asked for in the tender, through above mentioned website within stipulated date and time as given in this document. Tenders shall be submitted in two folders, namely, technical proposal and financial proposal. Bidder shall carefully go through all the documents uploaded by tender inviting authority and prepare requisite documents and upload a scanned copy in portable document format (PDF) at designated locations in e-tender website.

**IB.11.1.2.** Bidder shall download forms/annexures/BOQ, fill up the particulars in designated cells and upload the same in designated location in e-tender website. Original copies of uploaded documents must be submitted for physical verification if asked by tender inviting authority at the time of technical evaluation.

**IB.11.1.3.** Documents uploaded should be virus scanned and digitally signed using Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the tender and upload the latest document(s) as part of the bid.

**IB.11.1.4. Earnest money [Bid Guarantee]:**

1. All bids must be accompanied with a refundable earnest money, as "Bid Guarantee". The bid shall be considered non-responsive and invalid if earnest money is not submitted along with the bid.

2. A bid guarantee of **INR 11,25,000/- (Rupees Eleven Lakh Twenty-Five Thousand only)** shall be submitted through online mode in e-tender website. Bid guarantee may also be submitted through Bank Guarantee (BG).

3. No interest will be payable by WBSEDCL on the above Bid Guarantee.

4. The Bid Guarantee shall be forfeited for any of the following reasons:

i. If during the period of bid validity, bidder withdraws or modifies the bid in part or as a whole.

ii. If successful bidder(s) fail(s) to accept the order unconditionally as per "**Acceptance of LoA**" clause of bid document or fail(s) to furnish contract performance bank guarantee (PBG) as stipulated in PBG or fail(s) to furnish additional performance bank guarantee as stipulated in "Additional Performance Bank Guarantee" clause of bid document.



iii. If successful bidder(s) fail(s) to extend the validity period of EMD if required during the tendering process.

iv. If any cartel is formed by the bidder in their quotation.

**5. Payment Method for EMD:** Following points shall be noted in this regard:

- a. A bidder desirous of taking part in a tender invited by Offices of WBSEDCL shall login to e-Procurement portal of Government of West Bengal <https://wbtenders.gov.in> using his/her Login Id and password.
- b. Bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:

i. Net-banking through Payment Gateway.

ii. **RTGS/NEFT Payment:** On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, bidder will come back to the e-Procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.

iii. **Submission of EMD through BG:** For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority within timeline given in this NIT. The Bank Guarantee shall be submitted as per format in **ANNEXURE-VI** and shall remain valid initially for a period of 180 (one hundred eighty) days from the date of opening of bid document mentioned elsewhere in this NIT.

- c. EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. Partial payment through online mode and remaining submission through BG is not allowed.

**d. General Instructions for Online Payment:**

- Bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
- Status of NEFT/RTGS payment through Challan for a bid may take time (approx. 24 Hrs.) to get updated in e-tender portal. As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- In case actual EMD amount as per NIT is more than the one

shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case, total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).

- Bank account used for payment of EMD by the bidder shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

**e. General Instructions for EMD submission through BG:**

- Earnest Money Deposit may be submitted through an irrevocable bank guarantee (BG) prepared in **favor of WBSIEDCL** from any scheduled bank of RBI.
- Issue date of BG shall be after NIT publication date.
- BG shall be submitted as per format in **ANNEXURE-VI**.
- Initially it shall remain valid for a period of 180 (one hundred eighty) days from the date of opening of the bid document mentioned elsewhere in this NIT and shall be extended during the course of evaluation of bid, if requested by WBSIEDCL.
- BG shall be issued under SFMS Platform. WBSIEDCL Bank Details for preparation of BG for EMD are as follows:

**Beneficiary Name:** West Bengal State Electricity  
Distribution Company Limited (WBSIEDCL)  
**Bank:** PUNJAB NATIONAL BANK  
**Branch:** MAYUKH BHAVAN Branch  
**A/C No:** 1096250031639  
**IFSC code:** PUNB0109620

- **For preparation of offline EMD/BG :**

**Beneficiary Name:** West Bengal State Electricity  
Distribution Company Limited (WBSIEDCL)  
**Bank:** Punjab National Bank  
**Branch:** Mayukh Bhavan Branch  
**A/C No:** 1096202100000241  
**IFSC code:** PUNB0109620

- Original copy of BG for Earnest Money Deposit shall be submitted in the following office strictly within timeline given in NIT:  
**Office of Chief Engineer, IT & C Cell,  
3rd Floor D-Block, Vidyut Bhavan,  
Block-DJ, Sector-II, Bidhanagar, Kolkata - 700091**
- Original BG i.r.o EMD shall be submitted in a sealed envelope at address as stated above within date and time as specified in NIT. If bidder fails to submit original BG within timeline

specified in NIT, the bid will not be considered for evaluation and hence rejected.

**f. Refund/Settlement of EMD Amount:**

- Bid guarantee of unsuccessful bidders, if submitted through e-payment or challan generated through e-tender website, will be refunded automatically, through an automated process, by NIC portal on receipt of updated status of the bid from WBSIEDCL.
- The Bid Guarantee of unsuccessful bidders, if submitted through Bank Guarantee, will be returned against their written claim, to the Chief Engineer (IT&C Cell), WBSIEDCL, giving the reference to the NIT, date of tender, amount and mode of Earnest Money deposited - all in a complete form, after placement of order on the successful bidder/bidders.
- For successful bid(s), EMD will be refunded from WBSIEDCL authority after completion of tendering process and submission of Performance Bank Guarantee as per respective clauses in NIT. Successful bidder shall submit one letter addressed to Chief Engineer (IT&C Cell), WBSIEDCL giving reference of NIT, date of tender, amount, mode of earnest money deposited and details of Performance Guarantee for requesting refund/return of EMD amount or bank guarantee, as applicable.
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/13 since payment gateway facility used by E-tender portal is presently maintained by ICICI.

- g. Successful bidder(s) shall have to mandatorily create vendor id through WBSIEDCL Vendor Corner at [www.wbsiedcl.in](http://www.wbsiedcl.in), if not created earlier.**

**IB.11.2. Technical Proposal:** Technical proposal shall contain all the following documents in a pdf file in order given below. Tenders submitted without any of these documents will be treated as incomplete and liable to be rejected.

**IB.11.2.1. Power of attorney** for being signing authority of the bid.

**IB.11.2.2. Payment Confirmation details** for Earnest Money Deposit (EMD).

**IB.11.2.3. Signed copy of NIT:** All pages of NIT including Annexure(s) signed by authorized person along with seal of the bidder shall be submitted.

- IB.11.2.4. Signed copy of Addenda or Corrigendum**, if published by WBSEDCL, shall be submitted. Bidders shall keep a track of all the corrigendum and addendum uploaded by WBSEDCL related to this tender.
- IB.11.2.5.** Bid Proposal in format as prescribed in **Annexure-I** of NIT.
- IB.11.2.6.** Mandatory Conditions in format as prescribed in **Annexure-II** of NIT. It shall be filled up properly by the bidder. **It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.**
- IB.11.2.7.** Scanned copy of Bank Guarantee (BG) towards EMD in format as prescribed in **Annexure-VI** of NIT, **in favor of WBSEDCL payable at Kolkata** from any scheduled Bank of RBI. Issue date of BG shall be after NIT publication date. This clause will be applicable only for cases where Earnest Money Deposit (EMD) has been submitted through BG.
- IB.11.2.8.** Price Schedule in unpriced condition (**Vide Annexure -V**).
- IB.11.2.9.** Declarations given in **Annexure -IX** shall be signed by authorized person along with seal of the bidder and submitted accordingly.
- IB.11.2.10.** Escalation matrix in Annexure-XV shall be properly filled-in, signed and submitted.
- IB.11.2.11.** Agreement for third part access security policy of WBSEDCL & Non-Disclosure Agreement (NDA) as per **Annexure-XI** shall be properly signed and submitted. NDA will be signed with successful bidder.
- IB.11.2.12.** Copy of Corporate Identification Number (CIN) of the bidder.
- IB.11.2.13.** Copy of PAN of the bidder.
- IB.11.2.14.** Copy of GST Registration Certificate of the bidder along with 2 years GST return documents.
- IB.11.2.15.** Copy of Balance Sheet and Profit & Loss Statement duly certified by Chartered Accountant or published Audited Annual Reports for Fiscal Year 2023-24, 2022-23, 2021-22 . Minimum Average Annual Turnover for in each of the above fiscal years must be at least INR 100 (One hundred) Crore.
- IB.11.2.16.** Copy of Net Worth certificate issued by Chartered Accountant for Fiscal Year 2023-24, 2022-23, 2021-22 . Net-Worth must be positive for Fiscal Years 2023-24, 2022-23, 2021-22 .
- IB.11.2.17.** Copy of Liquid Asset certificate issued by Chartered Accountant for Fiscal Year 2023-24, 2022-23, 2021-22 . Liquid Asset must be at least 25% or more of the estimated cost for Fiscal Years 2023-24, 2022-23, 2021-22 .
- IB.11.2.18.** Copy of Income Tax Return for Assessment Year 2024-25, 2023-24, 2022-23

**IB.11.2.19. Manufacturer's Authorization Form(MAF):** The bidder (except OEM) shall submit Manufacturer's Authorization Form as mentioned in the NIT, i.r.o. the quoted equipment/materials/ services.

**IB.11.2.20. Eligibility and Work Experience:**

- i. Bidder must have experience of implementing and handling of **Similar kind of endpoint security solutions** as mentioned in the NIT.
- ii. To comply with the eligibility and work experience the annexures must be duly filled, up, signed and uploaded with the bid along with necessary supporting documents and certificate from order issuing authority. It shall contain proper details for verification by WBSedCL.
- iii. If tender inviting authority is not satisfied with documentary evidence of the order, the bid may be rejected.

**IB.11.2.21.** Bidder must have a valid ISO 27001:2013 or higher, ISO 9001:2015 and ISO 20000-1:2018 as on bid submission date.

**IB.11.3. Financial Proposal:** The financial proposal shall contain **Bill of Quantity (BOQ)** as per **Annexure V format**. Bidder has to quote the rate online in space marked for quoting rate in BOQ. Bidder shall mention offered quantity and applicable percentage, if applicable. (Only downloaded copies of the above document should be virus scanned, digitally signed and uploaded by the bidder).

**IB.12. Conditional and incomplete tenders are liable to summary rejection.**

**IB.13. Late Submission of Bid:** Bidder shall take all possible measures to submit the bid within the schedule date & time prescribed elsewhere in the bidding document. Late submission of bid and supporting documents for whatever reason will not be accepted.

**IB.14. Validity of Tender and Offer:** Offer against tender shall remain valid for a minimum period of 180 (One hundred eighty) days from next day of opening of the tender mentioned elsewhere in this NIT. However, WBSedCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

**Opening and evaluation of tender:**

**IB.14.1. Opening of Technical Proposal**

Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from website stated above, using Digital Signature Certificate (DSC).

Technical proposals for bids where original copies of BG towards EMD, in case EMD has been paid through BG, have been received will only be opened. Proposals corresponding to which original copy of BG towards EMD has not been received, will not be opened and will stand rejected.

Intending bidders may remain present, if they desire.

Decrypted (transformed into readable formats) documents of statutory and non-statutory covers will be downloaded for the purpose of evaluation.

**IB.14.2. Evaluation of Technical Proposals:**

In this stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of SOW and SLA, proposed methodology and Work Plan etc. as mentioned in this NIT. Technical Evaluation will be made based on the information provided by the bidders against the Annexures of this NIT. Only technically qualified Bidders as per the Technical evaluation criteria shall be declared as qualified for evaluation of their Financial Proposals.

While evaluation, tender inviting authority or his authorized representative may summon bidders and seek clarification/ information or additional documents or original hard copy of any of the document already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

Summary list technically qualified bids will be made available in e-tender portal. Date of opening of financial bid will be intimated to techno-commercially qualified bidders.

#### **IB.14.3. Opening of Financial Proposal**

Financial proposals submitted by the bidders in prescribed format (ANNEXURE-V) and declared technically eligible, will be opened electronically by tender inviting authority from e-tender portal stated above on prescribed date.

Encrypted copies will be decrypted and rates will be read out to bidders remaining present at that time of the financial bid opening.

Tender inviting authority, if feels appropriate, may ask any of the bidders to submit analysis for justification of rate quoted by that bidder. Deviation in any form in price-bid sheet will be unacceptable. For any discrepancy in amount of figures and words, quoted amount in figure will prevail.

Revision/withdrawal of financial proposal by bidder after opening of technical proposal will not be allowed unless and until it is sought by the tender inviting authority.

#### **IB.14.4. Evaluation of Financial Proposal**

In this stage, the financial evaluation will be carried out of the technically qualified bidders only. Each Financial Proposal will be checked and The Lowest Financial Proposal will be marked as L1.

**IB.14.5.** The second highest Bidder (L2) shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Bidder (L1) withdraws, or fails to comply with the requirements.

#### **IB.15. Signing of Bids:**

**IB.15.1.** Bid should be downloaded from website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) and signed by a person(s) duly authorized by the bidder.

**IB.15.2.** To be qualified for evaluation and finalization of contract, bidder(s) shall submit a written power of attorney, authorizing the signatory of the bid to act on behalf of the bidder in the form and manner which is acceptable by WBSedCL.

**IB.15.3.** All pages of the bid and where, entries/ amendments have been made, should be signed by the person/persons signing the bid.

**IB.15.4.** Complete bid should be without alterations, interlineations or erasers, except those to accord with instructions issued by WBSEDCL or as necessary to correct errors made by bidders. Such corrections should be initialed by the person(s) signing the bid. Bids which are not duly signed will be treated as cancelled.

**IB.16. Conflict of Interest:**

**IB.16.1.** Bidder should not have any conflict of interest that can affect the tendering Process. Any bidder found to have a conflict of interest will be disqualified. In the event of disqualification, bid security of the bidder will be forfeited for the time, cost and effort of the authority including consideration of such bidder's proposal, without prejudice to any other right or remedy that may be available to authority hereunder or otherwise.

**IB.16.2.** Any bidder will be found to have a conflict of interest if his near relative is posted as any employee/officer in any capacity in WBSEDCL and associated with tender inviting authority.

**IB.16.3.** Any bidder will be found to have a conflict of interest if any employee of the bidding firm/company has developed a financial or other interest with any employee/officer of WBSEDCL associated with tender inviting authority during execution of the contract.

**IB.16.4.** Any bidder will be found to have a conflict of interest if the bidder has a relationship with other bidder(s) directly or through common parties that puts them in a position to have access to each other's information or influence the tendering process of either or each of the other bidder.

**IB.17. Acceptance of Tender:** L1 bidder's valid rate will normally be accepted. However, tender accepting authority does not bind itself to do so and reserves the right to reject any or all the bids, for valid reasons. Moreover, conditions mentioned under clause IB.18 will also be considered while accepting bids.

**IB.18. Purchase Order:** WBSEDCL will communicate acceptance of tender to the successful bidder by a purchase order/LoA. Successful bidder shall communicate unconditional acceptance of the purchase order/LoA.

**IB.19. Concession:** No price preference will be allowed to any bidder based on the size of the industry or its geographic location. Co-operative Society/ MSMEs will not be considered with separate status.

**IB.20. Issue of LOA:** WBSEDCL will award the contract (LoA) to the successful bidder(s) whose bid has been determined substantially responsive and the most suitably evaluated bid provided further that the bidder is determined to be qualified to perform the contract satisfactorily. WBSEDCL shall be the sole judge in this regard.

**IB.21. Acceptance of LOA:** Successful bidder should submit written unconditional acceptance of LOA within 7 (seven) days from date of issuance of the same. Submission of conditional acceptance

of LOA shall be treated as non-compliance of this clause. Failure to compliance will be liable for cancellation of order and forfeiture of bid guarantee submitted by the bidder.

**IB.22. Execution of Contract Agreement:** Contract Agreement, as per Annexure-XII, on non-judicial stamp paper worth INR 100 shall be executed within 28 (twenty-Eight) days from the date of issuance of LoA. Date of execution of contract agreement shall be considered as commercial go-live of the Project.

**IB.23. Right to reject Bids:**

**IB.23.1.** WBSEDCL reserves right to accept or 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) reason for WBSEDCL's action.

**IB.23.2.** WBSEDCL reserves right to disqualify any bidder during the tendering process in case any adverse remark related to data compromise/fraud comes into notice of WBSEDCL by any means where the bidder is directly or indirectly involved.

**IB.24. Disqualification of Vendors:** Adverse report/remark against any order from any office under WBSEDCL may disqualify the candidature of the vendor at any point of time during processing of the tender.

**IB.25. Mandatory Condition:** All clauses mentioned under IB 11.2 shall mandatorily be complied by intending bidders for qualification.

**IB.26. Legal Jurisdiction:** The necessary judicial affairs and/or Court Case will be exclusively within the jurisdiction of Calcutta High Court only.

**IB.27. Communication:** Successful vendor, for communicating with WBSEDCL, for this job may use following modes. Email- [itcell@wbasedcl.in](mailto:itcell@wbasedcl.in)

**IB.28. Representatives of Successful Bidder:**

**IB.28.1.** Successful bidder should nominate one person exclusively for this project from commencement to completion as a Nodal Officer with whom WBSEDCL will contact on all matters related to this order.

**IB.28.2.** The vendor shall specifically furnish to WBSEDCL, the name, designation, Telephone no. including mobile no., email address of such person.

**IB.28.3.** Alongside, successful bidder shall also share one Escalation Matrix containing name, designation, mobile number and email id for designated persons at each level.

**IB.28.4.** Successful bidder shall arrange to depute Onsite Support as detailed/mentioned in the NIT. Moreover, support personnel engaged in this project shall be an employee in direct payroll of the bidder.

**IB.28.5.** Successful bidder shall provide complete Support during the contract period on all days.

**IB.29. Time Schedule:** The entire activity as per scope of work shall start after issue of LOA. Date of issue LOA or any date jointly agreed by WBSEDCL and the selected vendor shall be considered as zero date.



## **Section: 2**

### **General Terms & Conditions (GTC)**

#### **GTC.1. General Terms:**

- GTC.1.1.** WBSEDCL reserves right to review bidder's capability and capacity to perform the work before awarding Contract, without assigning any reason whatsoever.
- GTC.1.2.** The bidder has to furnish all the information as required regarding their offer.
- GTC.1.3.** Quotation from any sub-vendor will not be entertained.
- GTC.1.4.** Any form of consortium/ Joint ventures will not be allowed.
- GTC.1.5.** The bidder shall satisfy WBSEDCL with his ability to perform the implementation and maintenance of endpoint Security service activities.
- GTC.1.6.** All correspondence, documents and Bid, exchanged between the Bidder and WBSEDCL shall be written in English language. Failure to comply with this request may disqualify a bidder.
- GTC.1.7.** WBSEDCL reserves right to cancel the tender during its processing without showing any reason whatsoever.
- GTC.1.8.** Decision of WBSEDCL on all matters will be final & binding on the bidders.
- GTC.1.9.** The Bidder Must have an office establishment in Kolkata, West Bengal or agree to establish office in Kolkata within one months if selected.

#### **GTC.2. Statutory Obligations:**

Statutory obligations as per law of the land should be complied by the bidder. Employees Compensation Act 1923, the Contract Labour (Regulation & Abolition) Act 1970, Employees Provident Funds and Miscellaneous Provisions Act 1952, Employees' State Insurance Act 1948, Payment of Wages Act 1936 etc. and rules made there under for every act, have to be dealt by the vendor as per relevant act and financial obligation/s arising out of statutory obligations will be entirely on vendor's account and WBSEDCL will not be responsible on this score for any reason whatsoever.

#### **GTC.3. Risk Purchase / Performance**

Completion time ( from LoA date) stipulated shall be deemed to be the essence of the contract and if the contractor fails to provide the services within the completion time , the purchaser (WBSEDCL) shall be entitled to purchase such consignment and if not available the best and nearest available substitute elsewhere on the account and at the risk of the Vendor or to cancel the contract and the Vendor shall be liable to compensate for any loss or damage which the purchaser (WBSEDCL) may sustain by reason of such failure on the part of the supplier. Recovery will be made from the outstanding bills and/or through encashment of any Bank guarantee of the Vendor lying/ to be lying with WBSEDCL.

#### **GTC.4. Limitation of liability**

- GTC.4.1.** Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay liquidated damages to WBSEDCL, and
- GTC.4.2.** Except in cases of gross negligence or willful misconduct, the aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment/solutions with respect to patent infringement.

**GTC.5. Contract Period:**

- GTC.5.1.** Initial contract will remain valid for the period of 03 years from the date of start of deployment of Endpoint security solutions /Go Live Date or any date mutually agreed by WBSEDCL and the selected bidder.
- GTC.5.2.** No payment will be made to the selected vendor during knowledge transfer phase. Payment will only be made after complete transfer of the system from the existing vendor (if any) to newly selected vendor.

**GTC.6. Price:**

- GTC.6.1.** Quoted unit rate will remain firm throughout the period of contract. Incomplete or partial quotation will not be accepted and such will be liable to be rejected.
- GTC.6.2.** GST or its substitute tax as per the existing law or substituted law will be payable on over or above the quoted rate as applicable as per the rules prevailing in India.
- GTC.6.3.** Price evaluation will be made on total price as submitted by the bidder in the BOQ (as per Annexure-V format)

**GTC.7. Taxes, Duties and other levies:**

- GTC.7.1.** Bidder will be solely responsible for taxes that may be levied on the vendor's persons or on earning of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the employer. WBSEDCL shall not take any responsibility whatsoever regarding taxes under Income Tax Act, for the Vendor or his personnel.
- GTC.7.2.** GST or its substitute tax as per the existing law or substituted law will be payable on over or above the quoted rate as applicable as per the rules prevailing in India.

**GTC.8. Cancellation/Termination of Contract**

- GTC.8.1.** WBSEDCL shall have the right to repudiate the contract if the work is not being performed as per satisfaction of WBSEDCL. The following causes may also lead to cancellation of LOA.
- Non acceptance of LOA as per "Acceptance of LoA" clause.
  - Non submission of Performance BG within time mentioned.
  - If failed to perform the work as per SOW.
  - If Sufficient key experts/Manpower not provided during the work execution.
  - In each above cases 15 days' termination notice shall be issued prior to termination of LOA.
  - If conflict of interest found
  - If NDA not agreed and signed by the bidder.
- GTC.8.2.** WBSEDCL reserves right to terminate the contract either in part or whole due to reasons of non-compliance of stipulated activities for different clauses under this contract or any other reason felt appropriate by controlling officer of this project. In such an event, WBSEDCL will give 15 (fifteen) days' notice period in writing to the vendor of his decision to do so.
- GTC.8.3.** WBSEDCL reserves right to disqualify any bidder during the contract period in case any adverse remark related to data compromise/fraud comes into notice of WBSEDCL by any means where the bidder is directly or indirectly involved.

**GTC.9. Performance Bank Guarantee:**

**GTC.9.1.** As Contract Guarantee, successful bidder shall furnish a Performance Guarantee in the form of unconditioned & irrevocable Bank Guarantee amounting to 10% of the total awarded contract price from any Scheduled Bank of RBI as per enclosed proforma (Annexure-VII) to guarantee faithful execution of the order in accordance with the terms and conditions stipulated in the order. WBSEDCL Bank Details for preparation of PBG:

**Beneficiary Name: West Bengal State Electricity Distribution Company Limited (WBSEDCL)**

**Bank: Punjab National Bank**

**Branch: Mayukh Bhavan Branch**

**A/C No: 1096202100000241**

**IFSC code: PUNB0109620**

**GTC.9.2.** Performance Guarantee shall cover the contract period for satisfactory performance. For any failure towards satisfactory performance on the part of the vendor, Bank Guarantee will be liable for encashment and forfeiture.

**GTC.9.3.** Performance Guarantee furnished in any other form will not be accepted.

**GTC.9.4.** Performance Guarantee will not carry any interest.

**GTC.9.5.** The above Performance Guarantee shall be submitted within 45 (forty-five) days from the date of issue of LoA and remain valid up to ninety (90) days beyond the contract period. Claim period of the bank guarantee shall be 180 days beyond validity date.

**GTC.9.6.** In case the contract is renewed, the successful bidder shall extend the validity of the Performance Bank Guarantee for a further period of ninety (90) days beyond the renewed contract Period. Accordingly, claim period shall be extended to 180 days from new validity date.

**GTC.10. Additional Performance Bank Guarantee:**

**GTC.10.1.** An additional performance guarantees equivalent to 10% of the tendered amount has to be submitted by successful bidder if the bid is in the range of -20% to -80% of the estimated rate.

**GTC.10.2.** The additional performance guarantee shall be submitted in the form of a Bank Guarantee from any scheduled bank of RBI as per the format enclosed in Annexure VIII. WBSEDCL Bank Details for preparation of BG:

**Beneficiary Name: West Bengal State Electricity Distribution Company Limited (WBSEDCL)**

**Bank: Punjab National Bank**

**Branch: Mayukh Bhavan Branch**

**A/C No: 1096202100000241**

**IFSC code: PUNB0109620**

**GTC.10.3.** The additional performance guarantee shall cover the contract period for satisfactory performance. For any failure towards satisfactory performance on the part of the vendor, Bank Guarantee will be liable for encashment and forfeiture.

**GTC.10.4.** Additional performance guarantee submitted in any other form will not be acceptable.

**GTC.10.5.** Additional performance guarantee will not carry any interest.

**GTC.10.6.** Additional performance guarantee shall be submitted within 45 (forty-five) days from date of issue of LoA. It shall remain valid up to ninety (90) days beyond the contract period. Claim period of the bank guarantee shall be 180 days beyond validity date.

**GTC.10.7.** In case the contract is renewed, the successful bidder shall extend the validity of the additional performance guarantee for a further period of ninety (90) days beyond the renewed contract Period. Accordingly, claim period shall be extended to 180 days from new validity date.

**GTC.10.8.** WBSEDCL will intimate successful bidder(s) regarding submission of additional performance guarantee after completion of financial evaluation process of the tender.

**GTC.10.9.** The PBG/ additional PBG shall be submitted to:

**The Chief Engineer, IT&C Cell, 3rd Floor, 'D' Block, Bidyut Bhavan, WBSEDCL.**

**GTC.11. Force Majeure:** The successful bidder will not be liable if prevented from carrying out obligations under the orders by reasons of war, invasion, foreign hostilities, war declared, riot, civil commotion, mutiny, fire, Govt. orders and/or restrictions or any other cause beyond the reasonable control of the bidder. However, such force-majeure circumstances should be intimated immediately and established subsequently with appropriate documents/proofs to the entire satisfaction of WBSEDCL. WBSEDCL will not take any additional liability towards enhanced taxes, duties and price variation due to force majeure condition.

**GTC.12. NDA & third party access security policy**

Agreement for third party access security policy of WBSEDCL as per Annexure-X shall be properly filled-in, signed and submitted. Signed Annexure-XI for Non-Disclosure Agreement (NDA) shall be submitted.

Additionally, the successful bidder needs to sign Non-Disclosure Agreement (NDA) as per Annexure-XI with WBSEDCL before commencement of the work.

**GTC.13. Terms of payment:**

**GTC.13.1.** Payment shall be made in Indian Rupee only.

**GTC.13.2.** Payment will be made as per payment milestone mentioned in the SW7.

**GTC.13.3.** The payments will be made after deducting Ld/penalties if any, based on the SLA and other MIS reports.

**GTC.13.4.** Bills in triplicate should be submitted to the office of the Chief Engineer, IT&C Cell, 3rd Floor, Block-D, Bidyut Bhavan, Salt Lake City, Kolkata - 700091

**GTC.13.5.** The bills must accompany certificates from the nodal officer as mentioned in the NIT countersigned by the controlling officer.

#### **GTC.14. Service Level Agreement (SLA) and Liquidated Damage (LD):**

**GTC.14.1.** The purpose of this SLA is to clearly define the levels of service to be provided by bidder to WBSEDCL for the entire service period of this contract until this SLA has been amended. The Detailed SLA parameters have been described in Annexure- IV (SLA). SLA may be reviewed and revised according to the need of WBSEDCL. Bidder shall strictly provide service as defined in Scope of Work, in accordance with the other clauses of the tender document. **The bidder will be fully responsible to maintain the SLA strictly. To maintain the service as per the SoW, the bidder may require to engage additional resources than the minimum requirement without any extra/ additional cost to WBSEDCL.**

Service related calls will be logged by WBSEDCL officials/or FMS support officials/ representative of the bidder in WBSEDCL's Incident Management System. Details of the calls also to be registered in the Incident Management System. Selected bidder must resolve the incidents in accordance to the SLA by managing and responding to the incidents in WBSEDCL's Incident Management system.

In case the Supplier does not meet the service levels as mentioned in the SLA, WBSEDCL may treat it as a case of breach of SLA. Upon unsatisfactory service, the following steps will be taken: -

- WBSEDCL may issues a show cause notice to the Bidder. Bidder should reply to the notice within three working days.
- If WBSEDCL authorities are not satisfied with the reply, WBSEDCL may initiate termination process as mentioned in the "Cancellation/ Termination of Order" Clause.

The recording of downtime shall commence at the time of registering the call/incident in Incident Management System. Downtime shall end when the problem is rectified/ incident is resolved. Down time will be calculated as per the resolution time and priority mentioned in the SLA. The report from Incident management tool will be considered for SLA calculation.

In case of SLA/Penalty/LD imposed if any, the amount calculated shall be deducted/adjusted from any pending bills or from Performance Bank Guarantee of the bidder. In case of termination of LOA as per "Cancellation/ Termination of Order" clause, WBSEDCL will engage third party for the maintenance of items and related service. The difference in cost for engagement of third party will be deducted from outstanding bill /BG lying / to be lying with WBSEDCL.

If the bidder fails to do the Configuration and deployment of on-Prem Endpoint security solution Management Server at Data Centre/DRC WBSEDCL, installation of other necessary software, deployment of necessary licenses, installation of client Agents and confirmation of acceptance from WBSEDCL within specific time given in the NIT, WBSEDCL may recover from Bidder @1/2% (half percent) amount of proportionate order value of that invoice per day or part thereof as Liquidated Damage and same amount i.e. @1/2% half percent) amount of proportionate order value of that invoice per dry or part thereof as Liquidated Damage. The maximum value of LD would be 10% (ten percent) Of order value of invoice. In case of termination of contract as per termination clause, WBSEDCL will engage third party for the maintenance of supplied and installed items and related service. The difference in cost of

warranty for engagement of third party will be deducted from outstanding bill /BG lying / to be bring with WBSEDCL.

**GTC.15. Detail Address of Service Locations:**

- Central Data Center, WBSEDCL, Behind DLF-1 Building, Beside 33/11 KV Sub Station, Street No:41, Action Area-1, Newtown, Rajarhat.
- Disaster Recovery Data Centre, Kalikapur Road, Opposite North Bengal State Transport Corporation Bus Stand, Gar Berhampore Murshidabad-742101.
- Vidyut Bhavan, Block-D, Salt Lake City, Kolkata - 700091.
- All other Site offices of WBSEDCL across the state, (including ZCCs, ALDC etc.). The detailed address location will be shared with successful bidders only.
- Successful bidder should establish a project management office at Kolkata for continuing the service from Kolkata for different application management within one months from the placement of LOA, if already not available.

**GTC.16. Quantity Variation:**

With due consent of the bidder WBSEDCL may place Repeat Order within the period of contract to cover approximately 25% of the ordered quantity on successful performance of the contract and on the need of the WBSEDCL, on the basis of existing rates, terms and conditions.

**GTC.17. WBSEDCL Personnel for Liaison:**

**GTC.17.1.** Controlling Officer: Addl. Chief Engineer, IT & C Cell, WBSEDCL

**GTC.17.2.** Supervising & Nodal Officer: As nominated by CE, IT&C Cell,

**GTC.17.3.** Paying Authority: Manager (F&A), IT&C Cell, WBSEDCL.

**Section: 3**  
**Scope of Work (SoW)**

**SW1. Technical & Functional Specifications:**

In view of the advancements in Tactics, Techniques and Procedures (TTPs) used by the threat actors for committing cybercrimes, WBSEDCL intends to procure a uniform Endpoint Security Solution (ESS) for deploying across WBSEDCL. The salient features of the comprehensive ESS include but not limited to Endpoint Protection Platform (EPP), Application Change Control (ACC), File Integrity Monitoring (FIM), Data Leakage Protection (DLP), Endpoint Detection and Response with Next Generation Antivirus (EDR) and Remote Disconnection Mechanism, as a comprehensive solution for WBSEDCL termed as "Endpoint Security Solution (ESS)". The solution is proposed to be hosted as Hybrid Model i.e. WBSEDCL on-premises Data Centre and with limited/minimum features through OEM's Data centre, subject to compliance of WBSEDCL's latest as well as future versions of Information Security Policy and Guidelines and in compliance with the Regulatory and Legal framework mandated by various regulatory and government authorities of India from time to time.

Functionality of multiple agents (viz. Antivirus, DLP, EDR, Isolate Endpoint, Device Control etc.) on the endpoints which need to be consolidated into a single comprehensive solution agent with log collection and integration features for overall efficiency, manageability, comprehensive security posture visibility into the activities of endpoints, few selected servers and roaming clients available in WBSEDCL.

**SW2. Required key features in Endpoint Security Solution (ESS):**

a) Initially 6000 Proposed OEM solution Endpoints Licenses will be installed in the offices of WBSEDCL across the state. Later Additional Endpoints may be added.

b) The proposed central management server hosted in WBSEDCL premises for Endpoint Security Solution should be able to monitor the up/down status, health and performance parameters and security posture of each service on the endpoints. In case the service is found to be down or underperforming than the baseline expectations, there should be a mechanism to automatically restart a particular service from the central manager.

c) All versions of agents on all the endpoints including desktops (Windows and non-Windows), Servers (Windows and non-Windows OS) On-premise and Off-premise Cloud setup, Virtual Machines, etc. and roaming/remote / standalone systems deployed of WBSEDCL should be monitored / manageable through a single On-premise hosted orchestrator/ management Server and console only with an effective dashboard facility. Dashboard should be customizable and visibility of endpoints should be authorization based. Based on the authorization various levels Visibility of endpoints may be made.

d) The Endpoint Security Solution (ESS) agent shall consolidate the functionalities of Vulnerability Protection /Next Generation AV/DLP/EDR/ Application control/ Device Control/ Vulnerability Protection etc. so that single comprehensive solution can be deployed and the load on the endpoints system is reduced.

e) The solution should also provide the means to deploy the agents on all the assets/endpoints in one session and in one go as well as start its functioning /services on the WBSEDCL's assets remotely.

f) The Endpoint Security Solution (ESS) should be able to integrate with the WBSIEDCL's existing NAC/NOC solution. The selected Bidder and OEM are responsible to provide end to end support in this regard.

g) The Solution should allow the WBSIEDCL to dynamically cap the resource utilization (CPU/Memory) on the endpoints. The WAN bandwidth usage should be minimized especially during business hours of different offices.

h) The system should be able to provide both real-time scans (for new files and URLs) and scheduled scans (for scanning all the files against newly deployed signatures).

i) **Protection from malicious web downloads:** The ESS should analyze incoming and outgoing traffic and provide internet browser protection to block malicious web downloads before they are loaded into the RAM/Cache/Virtual memory of endpoints, as also before opened / executed on the endpoints.

j) **Protection from exploits:** This protects against zero-day vulnerabilities and memory-based attacks.

k) **Application and device control:** These enable organizations to control which systems can upload or download data, files, information, access firmware/kernel of hardware, software, applications access the registry etc. in the systems. It can reduce the chances of shadow IT with application allow lists or block lists, ensuring only approved software and apps are installed on endpoints.

l) **Reports and alerts:** These provide prioritized warnings and alerts regarding vulnerabilities, as well as dashboards and reports.

m) **Detecting threats as early as possible is crucial:** The longer a threat sits in the environment, the more it spreads and the more damage it can do. Real-time detection capabilities required.

n) **Incident investigation and remediation:** These include centralized and automated tools to provide automated incident response approaches and step-by-step workflows to investigate incidents.

o) **Advanced Machine Learning based Behavior Anomaly detection and remediation:** Analyses massive amount of system events, tasks, processes, memory contents, good and bad files/data, vulnerabilities and virtual patching in all the systems across WBSIEDCL, correlate with internally generated IOCs and IOAs as also with global tactical and strategic intelligence (including IOCs and IOAs), zero day exploits and vulnerabilities and blocks new malware variants, old malwares with engineered /specially crafted for targeted attacks before they infect the endpoints. This protection mechanism must be completely independent of signatures.

p) **Flexible deployment options:** Endpoint Security Solution should adapt to the organization's needs and environment, offering on-premises or hybrid deployment options from time to time as per WBSIEDCL's discretion. Tool should also offer protection for every endpoint/server/roaming client that touches data.

q) **Third-party integrations:** Endpoint Security Solution should communicate with other security systems in WBSIEDCL's on-premise and off-premise IT environment. ESS should ingest / consume and also share threat intelligence with third party integrated systems in real-time mode leveraging API, Micro services etc. mechanism as per Bank's decision. Using open API systems etc., ESS should integrate with other security tools, such as Active Directory, IDS, IPS, WAF, SOC, PIMS, NTP, NOC, Internet Proxy etc. and with other those third-party systems which will be procured during the contract period.

r) **Endpoint Security Solution Threat Intelligence:** This includes web reputation of each URL and IP WBSIEDCL's internal system would attempt to connect. This check must be performed before the system connect to URL / IP and block the communication if the web reputation of URL/IP and



contents hosted or attempted for access by WBSEDCL's internal system/endpoints is below the baselines standards defined as per best practices or by WBSEDCL.

**s) Sandboxing:** Selected vendor/OEM should have isolated environment to securely open/execute unknown or suspicious program/URL/contents to conduct comprehensive checking for any malicious content and its impact on WBSEDCL's systems and stops their delivery into the endpoints. WBSEDCL proposes to provide the servers in its on-premises Data Centre for deployment of central infrastructure servers of endpoint security solution. However, bidders are free to consider exclusive hardware as a part of their proposed solution, WBSEDCL will not pay any extra cost to the bidder for any kind of hardware and software required for the solution during the contract period.

**SW3. On-premise & Hybrid Model - Definition and requirements:**

Component	Parameters	Deployment Model
Endpoint security solution Agents	Agent deployment	Agent will be installed on the endpoints.
	Update / Configuration changes on agents	<p>1. Updates / Configuration changes from the Endpoint security solution central management server deployed in the WBSEDCL's Data Centre will be pushed to the agents on the endpoints over WBSEDCL's MPLS VPN communication (desktops, servers, remote devices).</p> <p>2. Updates / Configuration changes from the Endpoint security solution deployed in service provider's Cloud will be pushed to the agents on the roaming clients external to WBSEDCL network over Internet.</p>
Endpoint security solution Management Server	Server Deployment	This will be installed in the WBSEDCL's Data Centre in High Availability, both within and across Data Centers and DR site.
	Management access	The management / administrative access will be available from WBSEDCL's premises.
Threat Intelligence	Threat Detection and Analysis and Web Reputation	Threat Intelligence components may be deployed on Service Provider's Cloud. The components will communicate with the agents on the endpoints through endpoint security solution central management server deployed in the WBSEDCL's Data Centre. Agents on the roaming clients external to WBSEDCL network will be communicated through Internet.

- i) Above proposed On-premise Hybrid Model is basic minimum requirement of WBSEDCL. The Bidder has to **provide proposed deployment architecture in the technical bid.**
- ii) No Endpoints (except roaming clients/external to WBSEDCL network) will be connected with the Bidder/OEM cloud directly, they will be connected with the central management server deployed in WBSEDCL premises which will in-turn be connected with the Bidder/OEM cloud through WBSEDCL's proxy /dedicated link.
- iii) Bidder/OEM cloud should not store and share WBSEDCL's sensitive/critical data stored. Bidder/OEM must ensure and provide evidence to prove that the all data / information / files etc. of that WBSEDCL shall be stored only on their India based Data Centers/ cloud and shall not be transported outside India to their or any other third party for any purpose.
- iv) Latest signatures, IOCs, IOAs, AI/ML models and other Threat Intelligence Feeds can be fetched through WBSEDCL gateway/proxy/dedicated link connected to Bidder/OEM cloud on to on-premises setup (Endpoint Security Solution Central Manager).
- v) Roaming clients/ Clients connected to internet will get the regular updates and remediation responses in case of any IT-Threat directly from the OEM cloud through internet link used by the user. ESS central managements server deployed in WBSEDCL premises must pull the updates from OEM cloud.ESS central managements server deployed in WBSEDCL premises must push the updates to the endpoints as and when the new update is available with ESS central manager.ESS solution should maintain at least 03-month logs online to analyse slow attack.
- vi) Threat detection and analysis will be carried out on the Service Provider's Cloud based on the information "excluding" (critical/sensitive information) gathered from WBSEDCL's endpoints.

#### **SW4. Endpoint Protection and Early Detection And Response (EDR) Technical Features:**

WBSEDCL's requirement is to protect each and every endpoint/Server in its environment from malware and IT-Threats. The proposed solution must be capable to use central data repository of WBSEDCL's endpoints/Servers as well as Global central data repository of the Bidder/OEM to observe and analyze endpoint /Servers' vulnerabilities and IT-Threats. ESS Solution should work toward stronger protection of the endpoints/Servers and appropriate remediation responses to the proactive IT-Threats. It must be an integrated endpoint security solution that combines real-time continuous monitoring and collection of endpoint/Servers data with rules-based/behavior based/ heuristic based automated response with analytical capabilities. The solution should be capable to respond to advanced persistent threats, and any attack that manages to bypass preventative defenses on an endpoint/Server device. The feature of the desired ESS/EDR solution are as under:

1. EDR should not just have Signature based or files-based detection but should also have AI/ML and behavioral based detection.
2. EDR solution must have detection at rest capability.
3. Solution should be capable to incorporating threat intelligence database and is comparing all the endpoint activities with the IOCs from the database to detect many malicious activities within the environment.
4. The EDR sensor should provide remote shell to the system to get access and mitigate a malicious activity, it includes network isolation, and remote access etc.
5. EDR solution should have the capability of writing custom alerts for endpoints.
6. Solution should be capable to search the incident in data repository locally or globally on OEM cloud for investigate and remediation.
7. Solution should have the intelligence to generate alert during suspicious activity detection,

validation and appropriate response.

8. Solution should have the intelligence for Threat hunting or data exploration.

9. Solution should have the intelligence to generate alert and Stopping malicious activity

10. Solution should have event correlation capabilities i.e. Anomalies whether volumetric or heuristic should be identifiable by the solution. As the solution would have capability to correlate data from accessed emails, files, URL, USB, etc.

11. Solution should be capable for policies creation to control USB/devices usage based controls.

12. Solution should be capable to create an inventory of installed programs/software and should be available for risk assessment and quantification.

13. Solution should have the intelligence for User access details, local accounts, etc. and alert in case of suspicious behavior.

14. Solution should be capable of providing the visibility over chronological events that happened over endpoint which includes system as well as user activities.

15. Solution should use Artificial Intelligence/Machine Learning methodology for performing operations.

16. Integration with multiple tools.

17. EDR solution will be able to block/quarantine/isolate the system from network through ESS Central management server deployed in WBSEDCL irrespective of system connected through WBSEDCL network or it is roaming endpoint.

18. Alerts, reporting, and a unified overview of IT environment.

19. Advanced response capabilities and automation.

#### **SW5. FILE INTEGRITY MONITORING FEATURES**

Presently, Bank is using both windows and non-windows based operating systems for various financial and non-financial application servers to perform day to day business activity. Bank requires a File Integrity Monitoring (FIM) module in new ESS solution. FIM is important for Windows-based environments as well as non-windows environments Linux/UNIX systems and other available OS systems. Windows uses the registry for most of its configuration, combined with the Win32 API, which is a tightly controlled and restricted area. In Linux and UNIX environments, configurations are much more exposed as part of the overall file system. FIM module is expected to have features like scan, analyze, and report on unexpected changes to important files in our IT environment for Detecting illicit Activity, Pinpointing Unintended Changes, Verifying Update Status and Monitoring System Health and Meeting Compliance Mandates.

#### **SW6. DLP Features**

- 1) Solution Should Protect sensitive data from unauthorized access and leakage from endpoint with the help of Antivirus Agent only. And also have focused on protecting the users from the external threat of data stealing malware.
- 2) Solution should have the ability to Immediately protect data by enabling Data Loss Prevention option in the same antivirus Server and Client using the administration console, directory, and user groups.
- 3) Solution should provide real time visibility and control to Monitor, block, and report on the movement of sensitive data, with a real-time view of endpoint status.
- 4) Monitor, block, and report on the movement of sensitive data, with a real-time view of endpoint status.
- 5) Should Monitor, report, or block all network channels such as email clients, FTP, HTTP, and HTTPS, instant messaging, SMB and webmail in terms of Data Loss. Monitor only the transmissions outside the local area network or monitor all transmissions.
- 6) Should also have application channel monitor which will help monitor, report, or block all system and application channels such as data recorders (CD/DVD), peer-to-peer applications, printers, removable storage, synchronization software and even the Microsoft Windows clipboard.

- 7) Should provide option to filter the content with low-impact filtering based on keywords, metadata and regular expressions. Build customized "regex" (regular expressions) to monitor and block specific data.
- 8) Should provide option to customized "regex" (regular expressions) to monitor and block specific data.
- 9) Must be able to send notifications whenever it detects a security risk on any client or during a security risk outbreak, via E-mail, SNMP trap or Event log

#### **SW7. Implementation, Activity Timeline and Payment milestone**

<b><u>Particulars</u></b>	<b><u>Activity Timeline</u></b>	<b><u>Payment Milestone</u></b>
Consideration of zero date	Placement of LoA shall be considered as Zero date.	***
Unconditional Acceptance of LOA	7 days from zero date.	***
Configuration and deployment of on-Prem Endpoint security solution Management Server at Data Centre/DRC WBSEDCL, installation of other necessary software, deployment of necessary licenses, installation of client Agents and confirmation of acceptance from WBSEDCL	Within <b>6 Weeks</b> from zero date. This date will be considered as go live date	<b>Yearly charges for the first year of the licence subscription cost</b> ( 1/3 of the quoted BOQ line item SL no 1) + <b>One time implementation cost</b> (100% of the Quoted BOQ line item SL no 2) with GST after deduction of LD/SLA incurred (if any)
Yearly licence subscription payment at the beginning of the 2nd year	12 months from go-live date, i.e. at the beginning of the 2nd year from go live.	<b>Yearly charges for the second year of the licence subscription cost</b> ( 1/3 of the quoted BOQ line item SL no 1) including GST
Yearly licence subscription payment at the beginning of the 3rd year after deduction of LD/SLA incurred in 2nd year (if any)	24 months from go-live date, i.e. at the beginning of the 3rd year from go-live.	<b>Yearly charges for the third year of the licence subscription cost</b> ( 1/3 of the quoted BOQ line item SL no 1) including GST
On-site Engineer support Service for EDR, Antivirus, Endpoint DLP etc	Quarterly Charges on successful service after end of each quarter from go-live date.	<b>Quarterly charges of the onsite support cost</b> ( 1/12 of quoted BOQ line item SL no 3) including GST

#### **SW8. Professional Services Required**

- 1) Supply of all software and licenses as per NIT.
- 2) Installation of Agents in all Endpoints (Laptop/Desktop/Servers etc.)
- 3) Configuration of Centralized/ Main Management Server Console.

4) Creation of Policies, Implementation, Configuration and Testing which includes configuration of scheduled scanning/ implementation of device control mechanism/ configuration of email alerts and reporting.

5) Knowledge sharing of the Solution deployed along with implementation document and manual.

6) 24x7 Helpdesk support with trouble ticketing and tracking system.

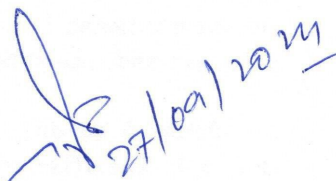
7) Upgrade of patches and product version during the support period.

8) The vendor should nominate a Support Team with an escalation matrix for handling all issues during contract Period.

9) The Support Team should be the single point of contact with end-to-end account ownership for all committed deliverables during contract Period.

**Enclosure:**

- |                   |   |   |
|-------------------|---|---|
| 1. Annexure-I     | : | Bid Proposal  |
| 2. Annexure-II    | : | Mandatory Condition   |
| 3. Annexure-IIA   | : | Bid Details   |
| 4. Annexure-IIB   | : | Financial Details   |
| 5. Annexure-IIC   | : | Statement of orders executed During last five financial years |
| 6. Annexure- III  | : | Manufacture's Authorization Form (MAF)                        |
| 7. Annexure IV    | : | Service Level Agreement (SLA)                                 |
| 8. Annexure-V     | : | Format of BOQ in unpriced condition                           |
| 9. Annexure-VI    | : | Proforma of Bank Guarantee for Bid Guarantee                  |
| 10. Annexure-VII  | : | Format for Bank Guarantee for Contract Performance            |
| 11. Annexure-VIII | : | Proforma for Additional Performance Guarantee                 |
| 12. Annexure- IX  | : | Declarations  |
| 13. Annexure- X   | : | Agreement for Third Party Access Security Policy of WBSEDCL   |
| 14. Annexure-XI   | : | Non-Disclosure Agreement                                      |
| 15. Annexure-XII  | : | Annexure List Submission Status                               |
| 16. Annexure-XIII | : | Contract Agreement  |
| 17. Annexure-XIV  | : | Escalation Matrix   |
| 18. Annexure-XV   | : | Solution compliance form                                      |

  
27/09/2024  
Chief Engineer, IT & C Cell  
WBSEDCL

**ANNEXURE-I**  
**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024**  
**BID PROPOSAL**

**From**

Bidder's Name and Address :

Contact person :

Designation :

Telephone No (Land Line & mobile) :

Fax :

Tender Reference :

To

The Chief Engineer, IT & C Cell  
West Bengal State Electricity Distribution Company Limited  
3<sup>rd</sup> Floor, Block 'D', Vidyut Bhavan  
Bidhannagar, Kolkata- 700 091

**Sub: Selection of vendor for the procurement, implementation and maintenance of comprehensive ENDPOINT SECURITY SOLUTIONS (EDR with Next Gen Antivirus and DLP functionality) in subscription mode for 03 years in WBSEDCL.**

Dear Sir,

We the undersigned bidder(s), having read and examined in details the specifications and other documents of the subject tender, do hereby propose to execute the contract as per specification set forth in your Bid-Documents. We have read and examined in details all the clauses mentioned in NIT including representative of the vendor, LD, PBG, Additional PBG, SoW, etc. and unconditionally agree with the same.

**1 Prices & Validity:**

**1.1** The offer against tender will remain valid for a minimum period 180 (One hundred eighty) days from the next day of opening of the tender. We further declare that prices stated in our proposal are in accordance with your bidding and the quoted unit rates will remain firm throughout the period of the contract.

**1.2** GST or its substitute tax as per the existing law or substituted law will be payable on over or above the quoted rate as applicable as per the rules prevailing in India.

**2 Bid Guarantee:**

We have enclosed a Bid Guarantee in the form of Bank Guarantee from ..... drawn in favor of WBSEDCL / paid through online mode for an amount of Rs.....

**3 Deviations:**

We declare that contract shall be executed strictly in accordance with the specifications mentioned in the NIT and without any deviations. Further, we agree that additional conditions, deviations, if any, found in the proposal documents, shall not be given effect to.

**4 Contract Performance Guarantee and Additional Contract Performance Guarantee:**

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent to 10 (Ten)% of the Contract Price as stipulated in Bid document in the form of Bank Guarantee in your favor and enter into a formal agreement with you within 45 (forty-five) days from the date of placement of Letter of Award. Additionally, if applicable, we shall provide an additional Contract Performance Guarantee equivalent to 10 (ten)% of tendered amount as per terms and conditions stipulated in NIT.

Dated.....this.....day of.....2024

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

(Signature) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

Business Address:

Name & Address of Authorized Signatory:

# ANNEXURE-II

West Bengal State Electricity Distribution Company Limited

Tender Notice No: WBSSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024

## Mandatory Condition

(Instruction: It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.)

Sl No.	Requisite General Credential	Requisite Supporting document	Submitted Yes/No	Page No in technical Proposal
1	Minimum Average Annual Turn Over for last three consecutive financial years i.e. 2023-24, 2022-23, 2021-22, 23-24 must be at least <b>100 Crore INR</b>	Provide the turnover in a separate sheet ( <b>as per Annexure-IIB</b> ) with Auditor's signature along with following supporting document duly attested i. Audited Balance Sheet for consecutive 3 years as mentioned. ii. PL Account for consecutive 3 years as mentioned. iii. Income Tax Return for consecutive 3 years as mentioned.		
2	Financial Capability to handle a single similar project of at least <b>4.5 Crore INR</b> in last 03 years.  Or Two similar projects having minimum project value of <b>2.5 Crore INR</b> each in last 03 years.  Or Three similar projects having minimum project value of <b>1.5 Crore INR</b> each in last 03 years.	i) Statement of orders executed during last five financial years ( <b>Vide Form-IIC</b> ) i.e for financial years, 2023-24, 2022-23, 2021-22. ii) Work order/PO/LoA/Completion Certificate/Mail Confirmation mentioning order reference from Ordering Authority as supporting document.		
3	Bidder must Have Company Registration, Certificate of incorporation, PAN Card, GST certificate, Last two years GST return statement	Provide declaration ( <b>as per Annexure- IIA</b> ) duly attested with following supporting documents. i. Copy of PAN Card ii. Valid GST certificate iii. Registration of the company iv. Certificate of incorporation v. Last two years GST return statement		
4	Net worth should be Positive	CA Certificate & self declaration		



Sl No.	Requisite General Credential	Requisite Supporting document	Submitted Yes/No	Page No in technical Proposal
5	Bidder must have valid ISO 9001:2015,20000-1:2018 & 27001:2013 certification	Relevant valid ISO 9001:2015, 27001:2013 or higher, 20000-1:2018 Certification as on bid submission date.		
6	Bidder should have experience of <b>minimum 03</b> years in providing the "Endpoint Security Solution (ESS) i.e EDR with Antivirus and DLP" as OEM/SI for large on-premise/cloud deployments in at least <b>One Lakh Endpoints</b> globally as a single instance in any organization.	Details of project with necessary documents ( PO/LOA/confirmation from the client ) to be submitted. Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed the project.		
7	Bidder should have experience of minimum 03 years in providing the "Endpoint Security Solution (ESS) i.e EDR with Antivirus and DLP" as OEM/SI for large on-premise/cloud mode deployments in at least Twenty-Five (25) Thousand Endpoints in India as a single instance in any Govt Units/PSU/Banks/Other reputed Organizations.	Details of project with necessary documents ( PO/LOA/confirmation from the client )to be submitted. Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed the project.		
8	Proposed OEM solution should have been successfully working for at least 20,000 Endpoints in a single on-premise mode installation for top Indian PSU/Govt Units/ Banks /Fortune 500 /Service Sector company in India during last (02) two years.	Details of project with necessary documents ( PO/LOA/confirmation from the client )to be submitted. Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed the project.		
9	The bidder should be either OEM or SI. If bidder is an OEM then documentary evidence should be submitted. For others except OEM (example: SI) certification from OEM in the form of MAF is Mandatory confirming 03 years back to back support.	In case bidder is not OEM then manufacturer authorization form as per Annexure -III format to be submitted.		

Sl No.	Requisite General Credential	Requisite Supporting document	Submitted Yes/No	Page No in technical Proposal
10	The bidder should have its own Engineers for direct support.	List of Engineers who may be deployed in the project .details to be enclosed.		
11	Certification Requirements for the proposed Solutions	A Self-certificate from the OEM to be submitted confirming that the proposed ESS solution is fully secured for deployment in WBSEDCL. Third party global security certificates can also be optionally submitted, if the Solution is adjudged by global Certification authority, reputed third party security providers under Antivirus solution or "Endpoint Security Solution" category such as ISO-27K, Global SOC-2 standards etc.		
12	The Bidder must have Registered office facility available in India.  The Bidder must have a Toll Free Numbers / contact nos. for service support. .	i. Supporting Documents against Address of India Office.  ii. Supporting Documents against Toll Free phone no/ contact no.		
13	Must comply to the Conflict of Interest clause as mentioned in the tender.	Self-declaration		

N.B.: Each page of all the documents/copy of certificates should be submitted with attestation by the authorized signatory and with seal & date.

Signature of the bidder with Office Seal

Date-----

**ANNEXURE-IIA**

**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024**

**Bid Details**

(Instruction: It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.)

Sl. No	Power of Attorney from Bidder		Page No in technical Proposal
1	Name of the Bidder (Company Name)		
2	Power of Attorney		
3	Person Issuing Power of Attorney		
4	Signing Authority/Person for this bid		

Sl. No	Correspondence Details (will be used for communications related to this NIT)		Page No in technical Proposal
1	Contact Person		
	Email Id		
	Mobile No		
2	Telephone No		
	Correspondence Address		
3	Address of Kolkata office with Telephone No		

Legal Details of the Company			
Sl. No	Document Name	Number	Page No in technical Proposal
1	Corporate Identification Number (CIN)		
2	PAN No		
3	GST Registration No		
4	PF Registration No		
5	Company Registration No		

ISO Certification					
Sl. No	Name of Certificate	Name of Issuing Authority	Issued on Date	Valid Up to Date	Page No in technical Proposal
1	ISO 9001 :2015				
2	ISO 20000-1:2018				
3	ISO 27001:2013 or higher				

Sl. No	Payment Confirmation for EMD (Earnest Money Deposit)		Page No in technical Proposal
1	Payment Mode (NEFT/RTGS/E-Challan/Bank Guarantee)		
2	UTR No/ Challan No/BG Number		
3	Scanned Copy (Payment Receipt)		
4	BG Details (will be used confirmation of BG from Issuing bank) as per Annexure -VI		
	i. Scanned Copy of BG		
	ii. BG Number		
	iii. BG Issue Date		
	iv. Issuing Bank Name		
	v. IFSC of Issuing Bank		
	vi. Email Id of Contact Person from Issuing bank for Confirmation of BG		

Whether agreed to Following (YES/NO):		
Sl. No	Name of the Clause	Yes/No
1	Terms of Payment	
2	Earnest Money clause	
3	Risk purchase clause	
4	Liquidated damage/ SLA clause	
5	Conflict of interest clause	
6	Price should be firm	
7	Offer valid up to 180 days from the date of opening of Technical Part of the Tender	

Signature of the bidder with Office Seal

Date-----

**ANNEXURE-IIB****West Bengal State Electricity Distribution Company Limited****Tender Notice No: WBSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024****Financial Details****(Instruction: It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.)**

<b>Financial Statements - Balance Sheet</b>			
<b>Sl. No</b>	<b>Fiscal Year</b>	<b>Net Worth (in Lakh INR)</b>	<b>Page No in technical Proposal</b>
<b>1</b>	2023-24		
<b>2</b>	2022-23		
<b>3</b>	2021-22		

<b>Financial Statements - Profit &amp; Loss Statement</b>			
<b>Sl. No</b>	<b>Fiscal Year</b>	<b>Profit &amp; Loss Statement Submission Status (Yes/No)</b>	<b>Page No in technical Proposal</b>
<b>1</b>	2023-24		
<b>2</b>	2022-23		
<b>3</b>	2021-22		

<b>CA Certificate for Net Worth</b>			
<b>Sl. No</b>	<b>Fiscal Year</b>	<b>Net Worth (in Lakh INR)</b>	<b>Page No in technical Proposal</b>
<b>1</b>	2023-24		
<b>2</b>	2022-23		
<b>3</b>	2021-22		

<b>CA Certificate for Liquid Asset</b>			
<b>Sl. No</b>	<b>Fiscal Year</b>	<b>Liquid Asset (in Lakh INR)</b>	<b>Page No in technical Proposal</b>
<b>1</b>	2023-24		
<b>2</b>	2022-23		
<b>3</b>	2021-22		

<b>Income Tax Return</b>			
<b>Sl. No</b>	<b>Fiscal Year / Assessment Year</b>	<b>Submission Status (Yes/No)</b>	<b>Page No in technical Proposal</b>
<b>1</b>	2023-24/2024-25		
<b>2</b>	2022-23/2023-24		
<b>3</b>	2021-22/2022-23		

Sl. No.	Certificate regarding Summary Statement of Yearly Turnover		Remarks
	Financial Year	Turnover rounded up to two digits after decimal (Rs. In Lakh)	
1	2023-24		
2	2022-23		
3	2021-22		
Total			
Average Turnover			

1. Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
2. Average turnover for 3 years is to be obtained by dividing the total turnover by 3.0.

Signature of the bidder with Office Seal

Date-----

**ANNEXURE-IIC****West Bengal State Electricity Distribution Company Limited****Tender Notice No: WBSSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024****STATEMENT OF ORDERS EXECUTED DURING LAST FIVE FINANCIAL YEARS**

(Instruction: It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.)

Work Experience Details (Only relevant orders are to be listed)						
Sl. No	Duration in Year	Work Description	Order No with Date & Page No in technical Proposal	Name of Ordering Authority details & Details of Assignment	Order Value in INR.	Scanned Copy of Scanned Copy of LoA/ PO/ Successful Completion of the Order / Project Ongoing Certificate/ Confirmation Mail from order issuing authority submitted (YES/NO)
1	{e.g., Jan.2020-Apr.2013}		{e.g., LOA/PO No.}		{e.g., INR}	
2						
3						

**NB:** Scanned Copy of LoA/ PO/ Successful Completion of the Order / Project Ongoing Certificate/ Confirmation Mail from order issuing authority needs to be attached for each of the above order.

Signature of the bidder with Office Seal

Date-----

ANNEXURE-III

West Bengal State Electricity Distribution Company Limited

Tender Notice No: WBSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024

Manufacture's Authorization Form (MAF)

Date: \_\_\_\_\_

Tender Reference No.& Tender ID. \_\_\_\_\_

Dear Sir,

We \_\_\_\_\_ (OEM) who are established and reputed manufacturers of \_\_\_\_\_ (Equipment) having Factories at \_\_\_\_\_ and \_\_\_\_\_ confirms that, M/s. \_\_\_\_\_ (Name and address of Bidder herein after called as partner) wishes to participate the Bid or Project stated above and enter into agreement for the purchase and resale of \_\_\_\_\_ (OEM) Products and, Service. The Partner is entitled and authorized to the following.

(a) Resale, and/or distribute \_\_\_\_\_ (OEM) products and/or services in India to end users within that Territory.

(b) Bid, negotiate and conclude a contract with \_\_\_\_\_ for the above products/services manufactured or supplied by \_\_\_\_\_ (OEM) .

\_\_\_\_\_ (OEM) will, within the scope of its agreement with its authorized channels, provide product warranty services and technical support for \_\_\_\_\_ (OEM) products obtained through its authorized channels for a defect liability period mentioned in the Tender document referred above, from the date of installation at \_\_\_\_\_ (Work-site name).

\_\_\_\_\_ (OEM) certify that, the equipment being sold would not be declared End of Sale (EoS) within defect liability period and that \_\_\_\_\_ (OEM) shall supply suitable substitute in case EoS of equipment. Also \_\_\_\_\_ (OEM) certifies that the products being sold would be covered under Warranty/Technical Support and technical support will be available for defect liability period from the date of installation at \_\_\_\_\_ (Work-site name).

If you need any additional information, please contact Mr./Ms. \_\_\_\_\_ at \_\_\_\_\_ (Mobile No.) of \_\_\_\_\_ (E-mail ID).

Yours faithfully,

Name of the person:  
For and on behalf of M/s.

Designation:

Contract Details:

Date:

Place:

(Name of Original Equipment Manufacture- OM) (Seal of OEM)



**ANNEXURE-IV****West Bengal State Electricity Distribution Company Limited****Tender Notice No: WBSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024****Service Level Agreement**

The purpose of this SLA is to clearly define the levels of service to be provided by bidder to WBSEDCL for the duration of this contract or until this SLA has been amended.

Once Any issue occurs the representative of vendor/WBSEDCL Authority will register a call in CA help desk/ or current Incident Management tool and immediately SLA clock will start. The vendor should attend the call in Incident Management tool and arrange to resolve the issue with immediate effect. Vendor should check the incident and do the necessary action if required or coordinate with OEM to resolve the issue to maintain SLA. SLA will be deducted as per the actual time of fault as per CA helpdesk/ Incident Management tool/ Availability report/MIS reports etc. from the system.

The SLA parameters are given in SLA table mentioned hereunder: -

**SLA TABLE**

Sl. No.	Process/ Incident Description	Clock Type	Priority details		Penalty
			Priority	Business working hours/days proposed	
1	Availability of the OEM cloud for regular patch update/ threat intelligence etc.	24X7	Very High	Immediate	At least 99% uptime is required. Otherwise 10% of penalty will be charged on yearly license subscription cost .
2	If manpower for physical support is not available.	Business Day	High	Immediate	For manpower unavailability for support, Rs 5000 per/- day for every business day will be deducted from quarterly On-site Engineer support Service charges (please refer BOQ line SL no3)
3	Installation of agent/ patch or version update Site offices/ attending a call from any site office	Business Day	High	4 hours	Minimum 95% of total incident raised in a quarter should be resolved within SLA, and all 100% incident to be resolved, otherwise 10% of the invoice value against quarterly On-site Engineer support Service may be deducted as penalty. (please refer BOQ line SL no3)

- a. **Liquidated Damage/ Penalty Deduction:** - In case of LD/Penalty imposed if any, the amount calculated from the above table shall be deducted/adjusted from any pending bills or from Performance Bank Guarantee of the bidder. In case of termination of LOA as per termination

clause, WBSIEDCL will engage third party for the maintenance of items and related service. The difference in cost for engagement of third party will be deducted from outstanding bill /BG lying / to be lying with WBSIEDCL.

- b. Bidder shall provide service as defined in Scope of Work, in accordance with the other clauses of the tender document.
- c. **Validity of SLA**:-This SLA shall be valid for entire period of contract (03 years) or until it will be amended. SLA may be reviewed and revised according to the need of WBSIEDCL.
- d. The SLA will be measured on Quarterly basis.
- e. Service related calls will be logged by WBSIEDCL officials/ selected bidder in CA Helpdesk/ E-mail. Details of the calls to be registered in the CA Helpdesk/ E mail.
- f. **Breach of SLA**: In case the Supplier does not meet the service levels mentioned as mentioned above for three (3) continuous times WBSIEDCL will treat it as a case of breach of SLA. The following steps will be taken in such a case: -
  - i) WBSIEDCL will issues a show cause notice to the Bidder.
  - ii) Bidder should reply to the notice within three working days.
  - iii) If WBSIEDCL authorities are not satisfied with the reply, WBSIEDCL will initiate termination process as mentioned in the "Cancellation/ Termination of Order" Clause.

**Exclusions**: - Bidder will be exempted from any delays or slippages on SLA parameters due to any reason from WBSIEDCL's side. Any such delays will be notified immediately to WBSIEDCL.

**We hereby confirm our acceptance of all terms and conditions of the above SLA.**

**(SIGNATURE OF THE TENDERER WITH OFFICE SEAL)**

Dated-----

**ANNEXURE-V**  
**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024**  
**BOQ Format**

[Validate](#) [Print](#) [Help](#)

**Item Rate BoQ**

Tender Inviting Authority: Chief Engineer, IT&C Cell, WBSEDCL

Annexure-V BOQ

Name of Work: Selection of vendor for the procurement, implementation and maintenance of comprehensive ENDPOINT SECURITY SOLUTIONS ( EDR with Next Gen Antivirus and DLP functionality) in subscription mode for 03 years in WBSEDCL

Contract No: WBSEDCL/IT&C/33.10(i)/

Dated : .09.2024

Bidder Name :								
PRICE SCHEDULE								
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )								
NUMBER	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	TEXT	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	UNIT RATE for 03 years To be entered by the Bidder Rs. P	GST ( %)	HSN / SAC Code	TOTAL AMOUNT With Taxes with 03 years warranty / AMC	TOTAL AMOUNT In Words
1	2	4	5	13	14	18	53	55
1	Cost of each Endpoint security solution Agents (having functionality as mentioned in the NIT) along with on premise Endpoint security solution Management Server licenses and Threat Intelligence functionality for 03 years	8000	No				0.00	INR Zero Only
2	One-time implementaon cost of all Software / installation of agents / deployment / confuiration of Endpoint security solution Management Server (on premise)	1	LS				0.00	INR Zero Only
4	03 years On-site Engineer support Service for EDR, AnVirus, Endpoint DLP etc as mentioned in the NIT	1	LS				0.00	INR Zero Only
5	Mention GST (%) and HSN/SAC Code Properly							
Total in Figures							0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only						

NOT TO BE QUOTED HERE

ANNEXURE-VI

West Bengal State Electricity Distribution Company Limited  
Tender Notice No: WBSSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024  
**PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE (Earnest Money)**

(To be stamped in accordance with Stamp Act)

Ref. No. :

Date:

To

The West Bengal State Electricity Distribution Company Limited

Vidyut Bhawan

DJ Block, Sector - II

Salt Lake, Kolkata - 700 091

Dear Sirs,

In accordance with your Notice Inviting Tender (NIT) under your Specification No. \_\_\_\_\_ M/s \_\_\_\_\_ having its Registered Head Office at \_\_\_\_\_ (hereinafter called the Bidder) wish to participate in the said Tender for \_\_\_\_\_.

As an irrevocable Bank Guarantee against Bid Guarantee for an amount of \_\_\_\_\_ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Documents.

We, the \_\_\_\_\_ Bank at \_\_\_\_\_ having our Head Office at \_\_\_\_\_ (Address of Bank) guarantee and undertake to pay immediately on demand by West Bengal State Electricity Distribution Company Limited the amount of \_\_\_\_\_ (in words and figures) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute of difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to \*\* \_\_\_\_\_. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s \_\_\_\_\_ on whose behalf this Guarantee is issued.

All rights of West Bengal State Electricity Distribution Company Limited under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless WBSSEDCL enforce a claim under this Guarantee against the Bank within three months from the above-mentioned expiry date of validity or, from that of the extended date.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 2024 \_\_\_\_ at \_\_\_\_\_.

**WITNESS:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Official address)

\_\_\_\_\_  
(Designation with Bank Stamp )

Attorney as per Power of

Attorney No. \_\_\_\_\_

Date \_\_\_\_\_

\*\* This date should be initially for one hundred eighty (180) days and may be extended from time to time.

ANNEXURE-VII

West Bengal State Electricity Distribution Company Limited  
Tender Notice No: WBSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024  
Proforma for Bank Guarantee for Contract Performance  
(To be stamped in accordance with Stamp Act)

Bank Guarantee No. \_\_\_\_\_

Ref No. \_\_\_\_\_

Date: \_\_\_\_\_

To

The West Bengal State Electricity Distribution Company Limited,  
Vidyut Bhavan, Salt Lake,  
DJ Block, Sector-II,  
Kolkata -700 091 (India).

Dear Sir,

In consideration of West Bengal State Electricity Distribution Company Limited (hereinafter referred to as WBSEDCL) which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns having awarded to M/s \_\_\_\_\_ with its Registered/Head Office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor') which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns, a Contract by issue of Order No. \_\_\_\_\_ dated \_\_\_\_\_ valued at \_\_\_\_\_ for \_\_\_\_\_ (Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equipment to \*-----%(percent) of the value of the entire system vide Order No. \_\_\_\_\_ date \_\_\_\_\_ (reference of original order), against Contract to WBSEDCL.

We \_\_\_\_\_ (Name and Address) having its Head Office at \_\_\_\_\_ hereinafter referred to as the 'Bank') which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns do hereby guarantee and undertake to pay WBSEDCL, on demand any and all moneys payable by the Contract to the extent of \_\_\_\_\_ as aforesaid at any time upto (day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Contractor. Any such demand made by WBSEDCL on the Bank shall be conclusive and binding notwithstanding any difference between WBSEDCL and the Contractor or any dispute pending before any before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of WBSEDCL and further agrees that the guarantee herein contained shall continue to be enforceable till the WBSEDCL discharges this guarantee.

WBSEDCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time extend the time for performance of the Contract by the Contractor. WBSEDCL, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between WBSEDCL and the Contractor or any other course of remedy or security available to WBSEDCL. The Bank shall not be released of its obligations under this presents by any exercise by WBSEDCL of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of WBSEDCL or any other indulgence shown by WBSEDCL or by any other matter or thing whatsoever which under the law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that WBSEDCL at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that WBSEDCL may have in relation to the contractor's liabilities.

This Guarantee shall be valid upto..... it comes into force with immediate effect and shall remain in force and valid for a period up to the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee.

Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs. .... (Rupees.) and unless a claim in writing is lodge if with us within the validity period i.e. upto..... of this guarantee all our liabilities under this guarantee shall cease to exist.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024 at \_\_\_\_\_

Witness:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Official address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Designation with Bank Stamp)

\_\_\_\_\_  
Attorney as per Power of

Attorney No. \_\_\_\_\_

Date \_\_\_\_\_

ANNEXURE-VIII

West Bengal State Electricity Distribution Company Limited  
Tender Notice No: WBSSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024  
Format of Bank Guarantee for Additional Performance Security Deposit

To  
The West Bengal State Electricity Distribution Company Limited,  
Vidyut Bhavan, Salt Lake,  
DJ Block, Sector-II,  
Kolkata -700 091 (India).

WHEREAS..... (name and address of "the Contractor") Contractor) (hereafter called "the Contractor")  
has undertaken, in pursuance of Contract no. .... Dated..... to execute..... (name of Contract and brief  
description of Works (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a  
Scheduled Commercial Bank for the sum specified therein for 'ADDITIONAL PERFORMANCE SECURITY DEPOSIT' for compliance  
with his obligation in accordance with the Contract;

NOW WHEREAS we.....(indicate the name of the bank and branch) have agreed to give the Contractor such a Bank  
Guarantee.

NOW THEREFORE we..... (indicate the name of the bank & branch) hereby affirm that we are the Guarantor and  
responsible to you  
on behalf of the Contractor, upto a total of Rs. ....(amount of guarantee) .....(in words). We undertake to pay you, upon your  
first written demand and without cavil of argument, a sum within the limits of.....(amount of guarantee) as aforesaid without  
your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We ..... (indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the  
contractor before presenting us with the demand.

We..... (indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any  
dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal.....the present  
absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)  
shall have no claim against us for making such payment, We (indicate the name of the bank and branch) further agree that no change or  
addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the Contract  
documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and  
we hereby waive notice of any such change, addition or modification.

We..... (indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with the previous  
consent of you in writing.

This Guarantee shall be valid upto..... it comes into force with immediate effect and shall remain in force and valid for a period up to  
the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee.  
Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs..... (Rupees.) and unless a claim in  
writing is lodge if with us within the validity period i.e. upto.....of this guarantee all our liabilities under this guarantee shall cease  
to exist.

Signed and sealed this .....day . ....of 2024.....at .....

SIGNED, SEALED AND DELIVERED

by:

For and on behalf of the BANK

(Signature)

(Name)

(Designation),

(Code Number),

Address

NOTE (1) The bank guarantee should contain number of the officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on  
the covering letter issuing Branch.

**ANNEXURE-IX**

**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024**  
**Declarations**

**From**

Bidder's Name and Address :

Contact person :

Designation :

Telephone No (Land Line & mobile) :

Fax :

Tender Reference :

To

The Chief Engineer, IT & C Cell  
West Bengal State Electricity Distribution Company Limited  
3<sup>rd</sup> Floor, Block 'D', Vidyut Bhavan  
Bidhannagar  
Kolkata- 700 091

Sub: Selection of vendor for the procurement, implementation and maintenance of comprehensive ENDPOINT SECURITY SOLUTIONS ( EDR with Next Gen Antivirus and DLP functionality) in subscription mode for 03 years in WBSSEDCL..

Dear Sir,

We the undersigned Bidder (s), having read and examined in details the specifications and other documents of the subject tender, do hereby propose to execute the contract as per specification set forth in your bid-document. In this regard we solemnly declare and agree to following points: -

1. M/s ----- (Name of the bidder) has not been blacklisted or involved in any forgery/data leak from any Government or reputed private organization across India in last three years.
2. M/s ----- (Name of the bidder) has a valid ISO 20000-1:2018 /9001:2015/27001:2013 or higher for Information Security Management as on bid submission date.
3. All documents/information/Credentials submitted by Ms/----- (Name of the bidder) along with this bid are genuine, authentic, correct true and valid.
4. None of the Partners of our firm is relative of employee of -----  
--- (Name of the Company).

5. If any information and document submitted is found to be false/ incorrect any time, WBSEDCL may cancel my bid and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning / delisting of our firm and all partners of the firm etc.
6. We, M/s \_\_\_\_\_ declare that, will establish a project management office at Kolkata (if not available) for continuing the service from Kolkata within 3 months from the placement of LOA.

Non-compliance of any of the above, if comes in the notice of WBSEDCL, may invite imposition of penal measures (like black-listing, forfeiture of EMD BG or PBG, etc.) as deemed fit by WBSEDCL

Dated.....this.....day of.....2024

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

(Signature) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

Business Address:

Name & Address of Authorized Signatory:



**ANNEXURE-X**

**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024**  
**Agreement for Third Party Access Security Policy of WBSEDCL**

Organization Name & Address:	Date:
First Name          Middle Name          Last Name	Department:
Designation:	
<b>Third Party Access Security Policy</b>	
<div style="border: 1px solid black; padding: 10px; min-height: 300px;"><ul style="list-style-type: none"><li>User shall access only the appropriate physical area of the premises and appropriate information resource.</li><li>Users shall not access any information resources of WBSEDCL, without prior authorization of the concerned officials of WBSEDCL.</li><li>User shall not carry any Personal storage media like USB, Hard drives, Mobile phones, DVD/CDs into secured zones like Data Centre, Disaster Recovery Centre, SCADA Centers, Smart Grid Control Centre, etc.</li><li>Users shall not access any information resources without the presence of WBSEDCL's authorized personnel.</li><li>Any passwords and access privileges given shall not be disclosed to anyone inside and outside WBSEDCL's physical and logical boundaries.</li><li>Users shall not engage in abusive or improper use of information resources, which includes, but is not limited to, misuse of resource/ privileges, tampering with resource and unauthorized removal of resource components.</li><li>User shall not conduct or permit "hacking" activities. User shall not run "packet sniffers". Users shall not distribute computer viruses, Trojan horses, worms, or any other malicious software.</li></ul></div>	
I hereby declare that I have understood the information security practices followed at WBSEDCL, and I shall adhere to the procedures.	
<div style="border: 1px solid black; width: 100%; height: 100px; margin: 0 auto;"></div> <p>(Signature of the Bidder)</p> <p>Date:</p> <p>Name of the Bidder:</p>	

## ANNEXURE-XI

**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024**  
**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ("Agreement") dated Date, Month, Year ("Effective Date") is entered

BETWEEN

WBSEDCL a company incorporated under the provisions of Companies Act, 1956 and having its principal place of business at ..... thereafter referred to as " ..... " which expression shall mean and include its executions, administrations, subsidiaries and assigns).

AND

M/s ..... a company incorporated under the provisions of Companies Act, 2013/1956 and having its principal place of business at ..... thereafter referred to as ..... which expression shall mean and include its parent, affiliates subsidiaries and assigns) WBSEDCL and collectively referred as parties.

### **Purpose**

WBSEDCL embarked on implementing information Security Management System (ISMS) which involves disclosure of ..... application Landscapes of WBSEDCL which are presently hosted at Data Centre and Data Recovery Centre. Such information is sensitive and confidential in nature. To protect the said confidential information both the parties desire to sign this Non-Disclosure Agreement.

### **Disclosure of Confidential Information**

Either party may disclose to the other party either orally or in any recorded medium, information comprising or relating to its/ or its subsidiaries or franchisees techniques; schematics; designs; contracts; financial information; ERP information; SAP Modules; client data; business affairs; operations; strategies; inventions; methodologies; technologies; employees; subcontractors; pricing; service proposals; methods of operations; procedures; products and / or services (Confidential Information). Confidential Information shall include all nonpublic information furnished, disclosed or transmitted regardless its source.

### **Confidentiality**

Either party shall use the Confidential Information solely in furtherance of the actual potential business relationship between the parties. The parties shall not use the Confidential Information in any way that is directly or indirectly detrimental to the other party and shall not disclose the Confidential Information to any unauthorized third party.

Parties shall ensure that access to Confidential Information is granted only to those of its employees or agents ("Representatives") who have a demonstrated need to know such information in order to carry out the business purpose of this Agreement. Prior to disclosing any Confidential Information to such /Representatives, party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. Each party and its Representatives will take all reasonable measures to maintain the confidentiality of the Confidential Information, but in no. event less than the measures it uses for its own information of similar type. Parties and its Representatives shall not disclose to any person including, without limitation, any corporation, sovereign, partnership, limited liability company, entity or individual(i) the fact that any investigations, discussions or negotiations are taking place concerning the actual or potential business relationship between the parties, (ii) that it has requested or received Confidential information, or (iii) any of the terms, conditions or any other fact about the actual or potential business relationship.

Each party and its Representatives will immediately notify the other party of any use or disclosure of the Confidential information that is not authorized by this Agreement. Each party and its Representatives will use its best efforts to assist the other party in remedying any such unauthorized use or disclosure of the Confidential Information. Either Party shall implement and follow the rules as laid down in the information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 as and where apply.

The obligations contained under the agreement will not apply to the extent that either Party can demonstrate that the Confidential information: (a) was part of the public domain at the time of disclosure or properly became party of the public domain, by publication or otherwise; (b) was rightfully acquired by Receiving Party prior to disclosure by Disclosing Party; (c) was independently developed by Receiving Party or its Representatives without reference to the Confidential information; or (d) is required to be disclosed by a government agency or by a proper court of competent jurisdiction; provided; however, that Receiving Party and its Representatives shall provide Disclosing Party prompt prior written notice of such requirement, shall consult with and assist Disclosing Party in obtaining a protective order prior to such disclosure, and shall only disclose the portion of Confidential information which it has been advised by written opinion of counsel is legally required to be disclosed and shall use its best efforts to obtain assurance that confidential treatment will be accorded such information if the protective order is not obtained or if Disclosing Party waives disclosure of such information.

#### **Ownership of Material/No Warranty**

Each Party retains all rights, title and interest to its confidential information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by the other Party is either granted or implied by the disclosure of confidential information.

#### **Term**

This Agreement shall terminate ..... years from the Effective Date. Receiving Party's obligations with respect to confidentiality shall expire after ..... years from the date of disclosure.

#### **Return of Confidential information**

Upon written request of either Party, Parties and its Representatives shall promptly return to the other Party all copies of Confidential information in its possession including all copies of any analyses, compilations, studies or other documents prepared by Receiving Party or its Representatives containing or reflecting any Confidential information. Either Party shall clarify in writing that it and its Representatives have returned all such information to the other Party.

#### **General**

(a) This Agreement shall be governed by and construed in accordance with the applicable laws of India.

(b) Either Party agrees that breach of the provisions of this Agreement by any Party will cause the other Party and irreparable damage for which recovery of money damages would be made in court of law' is Kolkata inadequate. Receiving Party and its Representatives hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of Kolkata, West Bengal for any actions, suits or proceedings arising out of a relating to this Agreement and the transactions contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that service of any process, summons, notice 'or document by registered mail or tracked courier service to the address set for the above shall be effective service of process for any action, suits or proceeding brought against Receiving Party and its Representatives in any such court.

(c) Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties permitted successors and assigns.

(d) This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.

(e) No terms or provision hereof will be considered waived by either party, and no breach excused by it, unless such waiver or consent is in writing signed an authorized representative of the non-breaching party. No consent to, or waiver of, a breach by a party, whether express or implied, will constituted a consent to, waiver of, or excuse of any other, different, or subsequent breach.

(f) If any part of this Agreement is found invalid or unenforceable, that par will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.

(g) This Agreement constituted the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, in the instant subject matter.

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year first above written.

Signed, Sealed and delivered by:

Shri.....representing

WBSIEDCL in presence of:

Witness:

1)

Authorized signature with  
designation and seal

Signed, Sealed and delivered by:

Shri.....representing

M/S..... in presence of:

Witness:

1)

---

Authorized signature with  
designation and seal

**ANNEXURE-XII**  
**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024**  
**Annexure List Submission Status**

Signed Documents as per NIT and corresponding Annexures with Seal of Bidder			
Sl. No	Document Details	Submission Status (Yes/No)	Page No in technical Proposal
1	Signed Copy of Complete NIT with Annexures		
2	Signed Copy of Addenda/Corrigendum, if any		
3	Filled up and Signed Copy of all Annexures (Annexure-I to Annexure XV)		

Dated.....this.....day of.....2024

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

(Signature) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

Business Address:

Name & Address of Authorized Signatory:

**ANNEXURE-XIII**  
**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024**  
**Contract Agreement**

This agreement is made at KOLKATA on this \_\_\_\_\_ day of, .....(Month) 2024 between:

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED, registered under the Companies Act 1956, having its registered office at "Vidyut Bhavan", Block-DJ, Sector-II, Salt Lake City, Kolkata- 700 091 (hereinafter referred to as WBSEDCL, which term shall be deemed to mean and include its successors and assigns) of the first part

And

M/s .....(Name of the Company), registered under the Companies Act 1956 as per laws of India, having its registered office at ..... (hereinafter referred to as ".....", which expression shall, unless it be repugnant to the subject or context thereof, mean and include its successors and assigns) of the OTHER PART:

(WBSEDCL and M/s ..... are hereinafter referred to collectively as "Parties" and individually as "Party", wherever the context so admits.)

**Reference:**

1. Selection of vendor for the procurement, implementation and maintenance of comprehensive ENDPOINT SECURITY SOLUTIONS ( EDR with Next Gen Antivirus and DLP functionality) in subscription mode for 03 years in WBSEDCL.
2. Tender Notice No: WBSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024
3. Letter of Award (LoA) placed by WBSEDCL on M/ s ..... vide Memo No WBSEDCL/IT&C /33.10(i) /XXXX Dated. XX.XX. XXXX

This agreement is entered into by above mentioned parties for implementation ENDPOINT SECURITY SOLUTIONS in WBSEDCL for the period, quantity, terms and conditions guided by above mentioned NIT & LoA.

M/s .....hereby agrees to adhere to all the clauses mentioned in NIT & LoA.

In WITNESS WHEREOF the parties hereto have executed this agreement on the \_\_\_\_\_ Day of .....(Month), 2024 herein above mentioned.

In the presence of (Witness)

(1)

(2)

Signed, sealed and delivered by the  
within named M/s .....by the hands of  
its authorised signatory

In the presence of (Witness)

(1)

(2)

Signed, sealed and delivered by the  
within named WBSEDCL by the  
hands of its authorized signatory

ANNEXURE-XIV

West Bengal State Electricity Distribution Company Limited  
Tender Notice No: WBSSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024  
Escalation Matrix

Level of Escalation	Name of the Associate	Designation	Contact No	Email	Requirements
Single Point of Contact (SPOC)					Project head
Level 1 Escalation					Should be at least one step higher than project head
Level 2 Escalation					Should be at least two step higher than project head
Level 3 Escalation					Not below the rank of Regional head
Level 4 Escalation					Not below the rank of country head

Dated.....this.....day of.....2022

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

(Signature) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

Business Address:

Name & Address of Authorized Signatory:

**ANNEXURE-XV**

**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /33.10(i)/499 Dated 27/09/2024**  
**Solution compliance form (to be filled up by the bidder)**

SL No	PARTICULAR	Compliance With The Proposed SOLUTION. Complied (YES /NO)
1	The proposed Solution should be deployed in on-Premise/ Hybrid model with the sensitive/critical data not leaving WBSEDCL's premises.	
2	The data at rest and data in transit should be encrypted as per best practices and also in line with WBSEDCL's IS Policy guidelines.	
3	WBSEDCL's Data should never leave geographical boundaries of India either at rest or in transit.	
4	The proposed solution should be compliant to regulatory requirements of CERT IN, NCIIPC and other regulatory bodies in India .	
5	Solution should protect all Servers, Endpoints, Physical, Virtual, having Windows/Non Windows Operating Systems. Solution should protect all upcoming /upgraded OS in the WBSEDCL's IT ecosystem during the contract period. Solution should also protect other Roaming Clients external to WBSEDCL Network i.e., Laptop running on WINDOWS and other firmware/ OS/s etc	
6	OEM should have DR arrangement for release of updates including signatures and security updates.	
7	OEM and Bidder should have alternate infrastructure support arrangements available in India in case primary facilities are not available.	
8	The connectivity between the WBSEDCL's on-premises ESS infrastructure and Bidder/OEM cloud or their cloud service provider should be through dedicated line i.e. (MPLS link) from two different telecom service provider via shortest route.	
9	The Solution must have Early Detection and Response capabilities with insightful investigative capabilities. Solution to have centralized visibility across the network by using an advanced EDR, strong SIEM integration, with open API integration features and threat intelligence sharing capabilities.	
10	Solution must have multiple techniques to address known, unknown, patched, unpatched threats with pattern / signature based, behavior monitoring, and virtual patching. The solution should be able to identify vulnerabilities with highly accurate machine learning - pre-execution and runtime, application control & EDR features. The Solution should have both IOC & IOA based approach with the detection module mapped to MITRE ATT&CK framework for easy understanding of attack stages and lifecycle to the security analysts.	
11	Agents on endpoints must be updated via a centralized server	



	and conserve WAN bandwidth with lowest utilization.	
12	The proposed solution should have option to configure policies based on the location of the endpoint, Desktop-wise and Server-wise. It should	
13	also have capability to create department wise or application-wise policy groups for servers and endpoints.	
14	The solution should have proactive and heuristic scanning and protection against known and unknown viruses and threats.	
15	The Solution should have Automated Malware Analysis capabilities and real-time threat detection.	
16	The solution should support detection of suspicious networks and Botnet that are carried by Any protocol.	
17	The solution should have Infection detection capabilities with/without sandboxing features. The solution should support AI/ML based malware and threat detection.	
18	The solution should be able to detect and prevent hidden exploit processes that are more complex than a simple signature or pattern and evade traditional AV.	
19	The Solution should be able to perform the following correlations (but not limited to) based on analysis rules mapped to various threat categories and provided with criticality information. The various threat categories to be covered include: Vulnerability based. • Statistical based. • Historical based. • Heuristics based. • Behavior based on source • entity, applications etc. Information Leak. • Unauthorized Access. • Denial of Service. • Service Unavailable. • Phishing attack • Pattern based rules • Profiling • Whitelist/ Blacklist/ • Reference List Threats related to virtual • infrastructure like hyper jacking, guest VM escape etc.	
20	Solution must support creation of rules to exclude specific addressed / IP ranges, Country/Countries and provide capability for Blacklisting malicious IPs/ countries and domains.	
21	Solution must identify and block privilege escalation attacks Specially root level attacks like rootkit, bootkit or any other such malwares and provide Process monitoring mechanism.	
22	Solution should be able to pinpoint the origin of attack.	
23	Solution must provide log collection and retention such as Collect authentication, activity logs and retain them for the period of time that is required by various regulations.	
24	Solution must co-exist with all commodity and proprietary software on the endpoints\servers and provide seamless operation of the protected endpoint/ server without blue screens or process crashes.	
25	Solution must assist in detecting the movement of human intruder to multiple systems using different tools for any lateral movement.	
26	Solution must ensure the following elements but not limited to the IOCs: i. Source information (IP, Domain, URL etc.) ii. File formats (.exe, .doc, .pdf, .xml etc.) iii. Geo Location iv. File hash values v. Vulnerability details.	

27	Solution should have password protection to disable configuration changes / uninstall by unauthorized personnel/ malware	
28	Solution should be capable of scanning the system during booting process and detect and remove boot sector virus or root kit.	
29	Solution should provide protection against banner attacks (advertisements, pop ups, etc.)	
30	Solution should provide protection from key loggers.	
31	Solution should not allow the user to uninstall or disable Endpoint Security Solution agent	
32	Solution must be able to restrict device access on endpoints by assigning rights to allow or deny the Read, Read/Write, and Write and execute, copy. The Devices that are able to be restricted must include the following: - USB Drives (Also have feature to disable auto run) and other type of device control. Configuration for Device Access Control must be done centrally from the management console.	
33	The solution should support to block / quarantine / clean the viruses/threats for the hashes/signatures given by various advisories (i.e., CERT-In, NCIIPC etc.) from time to time through OEM's global engine. OEM's/SI should provide and deploy dedicated engine on endpoints to take corrective and preventive action for hashes/signatures provided through advisories.	
34	Solution must have behavior monitoring module to constantly monitor endpoints for unusual modifications to the operating systems and installed software's. Behavior monitoring must have program inspection to detect, and block compromised executable files. Behavior monitoring should monitor for newly encountered program downloaded from various channels like web/email/removable media.	
35	Solution should deliver the most-timely vulnerability protection in the industry across a variety of endpoints, including end-of-support (EOS) operating systems.	
36	Central Management server of the Endpoint Security Solution should be able to monitor the status of AV service on the endpoints. In case the service is down, there should be a mechanism to automatically restart the service from the central manager.	
37	Console should have an option of creating custom dashboard and report as per WBSedCL's requirement.	
38	The solution shall have the capability to disable the agents temporarily from the Central Management console & such action should be logged.	
39	End point security solution (ESS), which should comprise the integrated agent for all Endpoint Protection Platform (EPP), Application Change Control (ACC), File Integrity Monitoring (FIM) and Endpoint Detection and Response (EDR) , if multi OEM vendor collaboration is required . it should be the responsibility of all OEM to manage internal integration for required features of agent supplied to WBSedCL	

40	Solution should provide LOCATION wise, Circle-wise/ ZONE wise as well as Consolidated Dashboard which provides AV position in WBSedCL. It includes update ratio, online, offline systems, granular details of non-updating systems etc.	
41	The solution must have online support 24x7x365 (on-call/Remote)	
42	The solution should be able to perform push operations to endpoint clients.	
43	The solution will provide a central management ability to isolate machines remotely.	
44	The solution must have the ability to view MAC addresses for every computer sending data.	
45	Agent must be lightweight. Present evidence of average CPU, memory, and disk use during different activities with the capabilities below enabled. The solution allows upgrade to newer versions without performing a reboot. When performing upgrades, the solution will download only the accumulated changes from the installed version.	
46	The EDR solution should provide real-time mapping of detected threats to the MITRE ATT&CK Framework, offering insights into the tactics and techniques used in attacks. Different stages of attack should be shown.	
47	The EDR should incorporate vulnerability scanning based on known CVEs (Common Vulnerabilities and Exposures) and provide real-time risk status updates for endpoints and servers.	
48	The EDR solution should provide Security profiles for groups/individuals or rule provisioning/de-provisioning based on posture and vulnerability. Polymorphic malware detection or unpacking custom-packed files. Also log inspection for systems or SIEM integration for advanced correlation.	
49	The EDR solution should provide forensic analysis features for incident investigation and tracking.	
50	The EDR solution should include built-in Root Cause Analysis features to identify the origin and propagation path of an attack on the endpoint.	
51	When EDR detects suspicious activity or a security event, it can trigger the creation of an incident or support ticket in the WBSedCL's helpdesk system.	
52	The helpdesk tool may be configured to automatically assign the ticket to the appropriate team (e.g., IT security), track incident resolution, and close the ticket once resolved.	

**NB : We hereby confirm the compliance of all above conditions for the proposed solutions.  
POC may be asked from the bidder if required before deployment. If found non-compliant, the contract may be terminated.**

**(SIGNATURE OF THE TENDERER WITH OFFICE SEAL)**

Dated-----