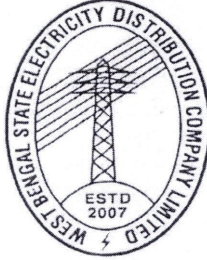


West Bengal State Electricity Distribution Company Limited
(A Government of West Bengal Enterprise)
(IT & Communication Cell)

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

Website: www.wbsedcl.in, e-mail: itcell@wbsedcl.in

CIN: U40109WB2007SGC113473



WBSEDCL **TENDER NOTICE**

BID DOCUMENT

Cost of Bid Document: NIL

Selection of vendor for the AMC-ATS Renewal of Hardware /Software /Licenses in respect of products of CISCO, IBM, F5, Brocade etc. at DC-DRC of WBSEDCL from 16/02/2025 to 15/02/2028 for period of 3 years.

Estimated Project Cost: INR 5.25 Crore (excluding GST)

Tender Notice No: WBSEDCL/ IT&C/33.10(i)/798

dated: 17.12.2024

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 5 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 AMC-ATS Renewal of Hardware /Software /Licenses in respect of products of CISCO, IBM, F5, Brocade etc. at DC-DRC of WBSEDCL in 3 years mode for Managing IT systems considering H/W, S/W, Network, IVRS system and utility business related modules like SAP-ISU, SAP-BW, CRM, MDAS, GIS, Web portal, Process Orchestration system etc. 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: I

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 AMC-ATS vendor to maintain the 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 AMC-ATS 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 PAC replacement 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	24/12/2024 at 14:30 Hrs.
2.	Document Download start date	24/12/2024 at 14:30 Hrs.
3.	Last date of Receiving Pre-Bid Clarification	31/12/2024 at 14:30 Hrs.
4.	Pre-bid Meeting	03/01/2025 at 12:00 Hrs.
5.	Bid submission Start date	08/01/2025 at 14:30 Hrs.
6.	Bid submission last date	21/01/2025 at 11:00 Hrs.
7.	Last date of physical submission of EMD (BG)	21/01/2025 at 11:00 Hrs.
8.	Technical Bid opening date	24/01/2025 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@wbsedcl.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 13,12,500 /-** (**Rupees Thirteen lakhs twelve thousand and five hundred 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-VII** 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 WBSEDCL** 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-VII**.
- 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 WBSEDCL.
- BG shall be issued under SFMS Platform. WBSEDCL Bank Details for preparation of BG for EMD are as follows:
Beneficiary Name: West Bengal State Electricity Distribution Company Limited (WBSEDCL)
Bank: PUNJAB NATIONAL BANK
Branch: MAYUKH BHAVAN Branch
A/C No: 1096250031639
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 WBSEDCL.
- 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), WBSEDCL, 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 WBSEDCL

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), WBSEDCL 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 WBSEDCL Vendor Corner at www.wbsedcl.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-VII** 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 -VI**).

IB.11.2.9. Declarations given in **Annexure -X** 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 party access security policy of WBSEDCL & Non-Disclosure Agreement (NDA) as per **Annexure-XII** shall be properly filled-in, signed and submitted during contract agreement.

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 and published Audited Annual Reports for Fiscal Year 2022-23, 2021-22, 2020-21 (or Latest Three consecutive Fiscal Year) Minimum Average Annual Turnover for in each of the above fiscal years must be at least INR 10 (ten) Crore.

IB.11.2.16. Copy of Net Worth certificate issued by Chartered Accountant for Fiscal Year 2022-23, 2021-22, 2020-21. Net-Worth must be positive for Fiscal Years 2022-23, 2021-22, 2020-21.

IB.11.2.17. Copy of Liquid Asset certificate issued by Chartered Accountant for Fiscal Year 2022-23, 2021-22, 2020-21.

IB.11.2.18. Copy of Income Tax Return for Assessment Year 2023-24, 2022-23, 2021-22

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.

IB.11.2.20. Eligibility and Work Experience:

i. Bidder must have experience of **handling of Similar kind of AMC-ATS Service** 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, 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 VI 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-VI) 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. 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 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 WBS EDC L.

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 WBS EDC L 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 WBS EDC L 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 WBS EDC L 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 15 (fifteen) 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-XIV, 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@wbsedcl.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 of 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 AMC-ATS 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 3 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 from 16/02/2025 or the LOA date of AMC-ATS contract /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 to newly selected vendor. Accordingly, quarterly payment will be released. Initially Contract period will start from mention start date or LOA date whichever is later as zero date and will remain valid for a period of 3 years from 16/02/2025 to 15/02/2028.

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-VI 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 AMC-ATS work as per SOW.
 - If failed to maintain the SLA as per Annexure V.
 - In each of 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-VIII) to guarantee faithful execution of the order in accordance with the terms and conditions stipulated in the order. BG shall be issued under SFMS Platform. WBSEDCL Bank Details for preparation of PBG:

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

Bank: Punjab National Bank

Branch: MAYUKH BHAVAN BBRANCH

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 IX. BG shall be issued under SFMS Platform. WBSEDCL Bank Details for preparation of BG:

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

Bank: Punjab National Bank

Branch: MAYUKH BHAVAN BBRANCH

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 part access security policy

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

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

GTC.13. Terms of payment:

GTC.13.1. Advance payment will be made according to point no GTC 13.3.

GTC.13.2. Payment shall be made in Indian Rupee only.

GTC.13.3. 20% of the amount in respect of the BOQ item having start date 01.12.2023 shall be paid in the beginning of 1st Quarter on submission of documentary evidence for proof of purchase of service from OEM for respective period.

Rest of the amount shall be divided into 11 quarter and payable in quarterly advance mode i.e. in the beginning of each quarter. During advance payment of each quarter, the MIS/other reports of previous quarter shall be submitted by the bidder for the calculation of SLA/LD and accordingly, LD/SLA shall be deducted. In the last quarter, for any LD/SLA, the same shall be adjusted from the PBG lying with WBSEDCL.

GTC.13.4. All payments will be made after deducting LD/penalties if any, based on the SLA and other MIS reports.

GTC.13.5. The quarterly bills should be submitted to the office of the Chief Engineer, IT&C Cell, 3rd Floor, Block-D, Bidyut Bhavan, Salt Lake City, Kolkata - 700091. in triplicate.

GTC.13.6. All the Bills in triplicate along with the documents as mentioned in NIT Clause SOW.4 or as desired by the WBSEDCL Authorities shall be submitted to the IT & C Cell.

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- V (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 its authorized representative/selected AMC-ATS 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 AMC-ATS 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 of CAMC for engagement of third party will be deducted from outstanding bill /BG lying / to be lying with WBSEDCL.

If the bidder fails to set right the malfunctioning of the system within schedule downtime as indicated in relevant clause, WBSEDCL may recover from Bidder @1/2% (half percent) amount of proportionate order value of that Quarter per hour or part thereof as Liquidated Damage and same amount i.e. @1/2% half percent) amount of proportionate order value of that Quarter per day or part thereof as Liquidated Damage for non-critical items. The maximum value of LD would be 10% (ten percent) Of order value per Quarter. In case of termination of rot 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.

- Successful bidder should establish a project management office at Kolkata for continuing the service from Kolkata within 3 months from the placement of LOA.

GTC.16. WBSEDCL Personnel for Liaison:

GTC.16.1. Controlling Officer: CE(IT&C), IT & C Cell, WBSEDCL.

GTC.16.2. Nodal Officer: Addl. Chief Engineer, IT & C Cell, WBSEDCL

GTC.16.3. Supervising Officer of the work:

❖ SE & In-Charges, Data Centre. Plan & supervise overall the AMC-ATS service work at DC, Rajarhat.

AE(IT&C)/DE(IT&C)/SE, Data Centre monitor & supervise the AMC/ATS service works and prepare necessary reports.

All the bills in triplicate along with downtime calculation (wherever applicable) certified by In-Charges, Data Centre for the HW & SW of DC, Rajarhat.

❖ SE & In-Charges, Data Recovery Centre. All the bills in triplicate along with downtime calculation (wherever applicable) certified by In-Charges, Data Recovery Centre for the HW & SW of Data Recovery Centre, Berhampore.

GTC.16.4. Paying Authority: Manager (F&A), IT&C Cell, WBSEDCL.

SECTION: II
Scope of Work [SW]

AMC-ATS Renewal and support for DC& DRC IT infrastructure

West Bengal State Electricity Distribution Company Limited (WBSEDCL) has implemented Enterprise Business Solution across the organization, metering billing collection system, portal system, MDAS system, CRM system, AD system. To implement all the critical business module, all IT infrastructure (including hardware & Software) had been built at DC & DRC during last 10-13 years. All the IT infrastructure are very critical in nature and used for running different business critical module.

The comprehensive maintenance under this NIT will cover the installed infrastructure under the RAPDRP, Non-RAPDRP, upgradation part, ERP, IPDS Phase-II project in the Primary Data Centre and Disaster Recovery Centre of WBSEDCL. The Primary Data Centre and Disaster Recovery Centre are located at Rajarhat, Kolkata and Berhampore, Dist. Murshidabad, West Bengal respectively.

The scope of work under this NIT covers for providing AMC-ATS Renewal for HW, SW & licenses at DC-DR in respect of Products of Cisco, IBM, F5, Brocade procured under IPDS Phase-II IT project in WBSEDCL which are installed at Data Center at Rajarhat, Disaster Recovery Centre at Berhampore for the period of 3 years of the AMC-ATS for (annexure-IV) & AMC-ATS with start date of support as per annexure-IV for Hardware and Software.

All the infrastructure (including hardware & software) mentioned in Annexure IV shall be covered under AMC & ATS support and manage the processes and procedures to ensure reliable, secure and effective operation at DC, Rajarhat and Disaster Recovery System, Berhampore for running all the systems. Bidder shall be responsible for the overall management and supervision of works. Uptime is defined as per overall uptime for DC as well as DRC. During the entire AMC & ATS, the SLA mentioned in Annexure-V shall be maintained by the bidder to WBSEDCL for maintaining the DC Components as well as DRC Components.

SOW.1. Scope of Work for the IT Infrastructure of OEM back to back support HW & SW at DC & DRC

Bidder will provide expert consultancy & professional services throughout the tenure of the contracts to ensure smooth running of DC-DR Hardware & Software as mentioned in Annexure-IV. Bidder should strictly follow the IT security policy implemented in WBSEDCL throughout the tenure of the contracts. Bidder will also furnish documentation and associated Knowledge Transfer on DC-DR Architecture, IT Security, System Landscape & Health as and when required throughout the tenure of the contracts. Support services will include but not limited to below mentioned:

1. Bidder will be responsible for AMC/ATS support for the period as mentioned on annexure-IV i.e. from 16/02/2025 to 15/02/2028.
2. Bidder will be fully responsible for arranging back to back OEM support for all the hardware & Software as mentioned in Annexure-IV throughout the AMC-ATS contract period. Bidders will submit the documentary evidence for proof of purchase of service from OEM for respective period. WBSEDCL may verify the back to back agreement with respective OEM for all the HW & SW in the

mentioned annexure and bidder shall show the contract agreement with OEM to WBSEDCL at any time within the contract period if required.

3. The bidders are fully responsible to arrange back to back OEM support for all the CISCO make network equipment for the entire contract period. For CISCO make equipment like Firewall under annexure IV if OEM M/s CISCO do not confirm HW support from any date within the contract period, bidder will be responsible to arrange comprehensive annual maintenance support of Firewall for the remaining unsupported period to maintain the SLA strictly as mentioned in the NIT. It is also bidder's responsibility to arrange the support for security SW of Firewall for the entire contract period from the OEM back to back.

❖ The mail communication as a supported document from OEM must be submitted during bid submission. WBSEDCL may check the supported mail or documents during tender evaluation and thereafter in the contract period.

4. If any equipment has declared the EOS, bidder will be fully responsible to arrange exceptional support from OEM. All the equipment within the mentioned Annexure-IV, if any OEM does not confirm back to back support from any date within the contract period, bidder will be responsible to arrange comprehensive annual maintenance support for the specific equipment for the remaining unsupported period to maintain the SLA strictly as mentioned in the NIT.

❖ The mail communication as a supported document from OEM must be submitted during bid submission. WBSEDCL may check the supported mail or documents during tender evaluation and thereafter in the contract period.

5. Bidder should provide MAF from respective OEM i.e. CISCO, IBM, F5 for all the HW and SW as mentioned in annexures.
6. The Bidders are responsible to provide 24X7 comprehensive onsite maintenance support for the equipment at various locations (DC and DRC) across WBSEDCL as mentioned in Annexure-IV are placed under the BOQ.
7. The bidders are fully responsible to maintain the power cabling, PDU & power points up to industrial socket, LAN cabling, FC cabling for all the racks where all the mentioned HW in BOQ are installed.
8. The bidder must be responsible for providing initial level of support for patching/upgradation any issues of Software and hardware under AMC -ATS contract like AIX Server/ Network firewall/ switch module/Storage/ SAN switch/ load balancer etc. under the mentioned BOQ.
9. The bidder must be responsible for coordinating with respective OEMS for ensuring the advance level of support for patching/upgradation / any issues of Software and hardware under AMC -ATS contract like AIX / Server/ Storage/ Network etc. under the mentioned BOQ.
10. For any issues, bidder will collect necessary logs to communicate to OEM for getting the early resolution or provide the facility to other vendor of WBSEDCL for getting any solution from OEM with prior intimation to WBSEDCL.
11. All the HW & SW like network/servers/storage under Annexure-IV are very critical equipment and bidders are responsible for monitoring/ management/ replacement/ installation/ reinstallation/configuration/modification of installed HW & SW as per the business requirement of WBSEDCL.
12. 24X7 Monitoring :

A. It is the responsibility of the bidder to check the health of the network devices, RISC servers, SAN storage, SAN switch, Network equipment under Annexure-IV continuously in 24X7 basis and reports on hourly interval. In case any hardware fault is identified during the check-up, reports immediately to WBSEDCL/FMS vendor/ SI and faulty item needs to be replaced within SLA to bring back the products live.

B. Server hardware health & event monitoring through physical verification/HMC/management console/CA tools etc. at DC/DRC physically by the expertise team throughout the AMC tenure.

- C. Monitoring and analyzing of HW health status through the utility/tools design by OEM for identifying HW and OS error in proactive mode for preventive maintenance or as per business requirement of WBSedCL.
 - D. If any error or issues found in the hardware, bidder's dedicated team should monitor the OS level through view only access for any further analysis towards resolving the issues immediately as per SLA.
 - E. Physical monitoring of all the network devices in continuous manner and logical health monitoring through ITSM tools (IT system management).
 - F. Physical monitoring of all the devices, SAN storage, SAN switches in continuous manner and logical health monitoring through ITSM tools (IT system management).
 - G. Helpdesk ticket monitoring through ITSM tools for any incident raised against any HW under the head of OEM support BOQ and resolve the incident within the stipulated resolution time in the SLA. Monitoring of helpdesk & ITSM tools must be from the location of DC & DRC.
13. Bidder will be responsible for coordinating with the OEM for call log / ticket log / RMA, getting faulty part replaced or any kind of support through OEM and complete resolution of the issues.
 14. All the replaced parts of the failed hardware must be the parts of respective OEM.
 15. In case of a breakdown situation, well trained and certified and experienced engineer shall visit the specified location of WBSedCL to resolve the problem reported. The typical activities covered under onsite maintenance shall be problem diagnosis, resolution by restore/replacement or any kind of modification, user assistance, installation of updates, patches provided by the OEM on the system.
 16. Installation and Re-installation of the server/network/storage/load balancer devices and other hardware in the event of system crash/failures/additional requirement.
 17. Bidder must give and implement software patches and upgrades & updates for Server / Storage / Network devices and Software under the BOQ as released by the OEM for bug fix/vulnerabilities / IOS / Service Packs / Technology levels and SW versions.
 18. In case of failure of Hardware devices, bidder will ensure to make the product operational within the stipulated response & resolution time.
 19. Any changes for Hardware/software in Configuration/modification/installation/reinstallation/de-installation requested by WBSedCL or WBSedCL's FMS vendor/SI (system integrator) should be analyzed and planned by the bidder and implemented in accordance with the WBSedCL IT security policy.
 20. Ensuring network availability of 24x7 mode as per the prescribed SLAs.
 21. Attending to and resolving network failures and snags.
 22. Support and maintain the overall network infrastructure including but not limited to routers, switches, firewall and as per mentioned BOM etc.
 23. Proper backup of configuration of network devices including documentation of all backups.
 24. 24x7 monitoring of the network devices to spot the problems immediately.
 25. Provide diagnostics information on performance of Ethernet segments, including capacity utilization and error statistics for the segment and the top-contributing hosts, WAN links.
 26. Ensure proper running of all the critical HW & SW under the BOQ so that the all related business modules like MDAS, GIS, different inhouse applications (GIS, spotbill and many others WBSedCL mobile & desktop APP etc.), SAP-ISU, EP, PO, BW, ITSM tools, AD, SMS, eoffice, network related

- systems, Patch management etc. which are directly/indirectly depends on the HW & SW under the scope are running at DC & DRC without interruption.
27. Responsible for periodic health check of the systems, troubleshooting problems, analyzing and implementing rectification measures immediately within stipulated time frame.
 28. Liaison with the existing SI (system integrator)/FMS vendor/any system implementor in presence of WBSEDCL's Officials and taking necessary action for managing the HW & SW under the scope or any kind of upgradation of the Network & any other HW & SW of the mentioned BOQ.
 29. Any kind of addition, alteration, installation, reinstallation, configuration and modification across the service location in the existing landscape of HW & SW as per mentioned BOQ as per requirement of WBSEDCL, bidder will be responsible for any level of support and activity. For the same bidder will not be paid any extra cost.
 30. Any kind of hardware and software failure under this BOQ must be covered in the AMC-ATS.
 31. Bidders must Check the equipment physically and ascertain the reason for the fault and replace it within SLA limits to avoid penalty. Bidder must check the installed software under the SOW and analyze the error as found during checking or reported by WBSEDCL or it's FMS vendors. Bidder will be fully responsible to resolve the issues by collecting the necessary logs or any information required to resolve the issue and co-ordinate with respective OEM for complete resolution of the issues.
 32. Hardware Technical Support for Cisco Network products.
 33. Hardware Technical Support for IBM Server / SAN storage/ SAN switch.
 34. Hardware Technical Support for load balancer, firewall and related security software.
 35. Upgradation Patch/ Firmware /drivers for the Hardware Devices as per recommended level.
 36. Uptime & Availability (HW / SW/ Onsite Support) at DC and DRC.
 37. Prepare /Manage / Mitigate / Share SLA compliance report or any report as desired by WBSEDCL for all HW & SW on hourly/weekly/bimonthly/monthly/quarterly basis.
 38. IT Security analysis, implementation & management as per IT Security Policy as per requirement of WBSEDCL.
 39. OEM Liaising, Support to Application vendor.
 40. Log clearance as per WBSEDCL policy.
 41. In case of any hardware failure or breakdown, if the Specialist expertise are required to resolve the issue then the bidder will be fully responsible to arrange the Specialist Engineer at onsite i.e DC/DRC of WBSEDCL without any additional expenditure to WBSEDCL.
 42. Bidder should arrange necessary IT equipment's as Network Cables, patch cords, Fiber cables, Network connectors, Power Distribution units, Industrial sockets etc for the entire tenure of the support contract as per business requirements for DC & DRC for managing existing hardware landscape.
 43. The bidder must be responsible for assisting or coordinating with respective OEMS for upgradation / Migration of Software under AMC -ATS contract like AIX etc. under the BOQ.
 44. Provide assistance in decision making for addition/alternation of H/w, S/w with proper reports.
 45. Configuration Management
 46. Bidder should monitor the overall ambient of the Datacenter & DRC center like Cooling / Power / UPS / DG Support etc and coordinate with respective vendors to arrange necessary support for smooth running of IT infrastructure.
 47. Undertake Performance Tuning and ensuring optimum performance of the equipment under AMC & ATS support.

48. Proper CPU/ Memory utilization and ensure availability of all the infrastructure under the mentioned BOQ for smooth running of all the services of WBSSEDCL.
49. Regularly monitor and maintain log of the performance monitoring of network including but not limited to monitoring bandwidth, Ports, device logs, device health.
50. Regular analysis of events and logs.
51. Regular backups of device configurations.
52. In case of any upgradation firmware/software integrity of data is solely responsibility of the successful bidder and the bidder must ensure there is no data loss for any of such activity.
53. RAID configuration in server local disk as well as SAN storage as mentioned in annexure-IV the bidder must take backup of data in his own arrangement and restore the same upon the completion of the job without any additional cost.
54. Responsible for periodic health check of the systems, troubleshooting problems, analyzing, and implementing rectification measures.
55. Regularly monitor and maintain a log of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, etc.
56. Monitor & verify logs files and periodically clean up log files or necessary liaison with FMS vendor.
57. Ensure proper running of all critical services on the servers. Schedule and optimize these services.
58. The bidder shall take the handover from the existing AMC/ATS vendor or WBSSEDCL. The bidder shall handover the entire system in fully functional state to WBSSEDCL, at the end of the AMC contract.
59. Maintenance/addition/alteration of LAN & FC at Data Centre, Disaster Recovery Centre.
60. Bidder will be responsible for laying any network or FC cable for any changes or any requirement come for the HW & SW under BOQ with proper tagging.
61. The bidder will be responsible for maintenance of existing wired network and fulfil the additional requirement wherever necessary. It also includes maintenance and replace of LAN cables or fiber cable in case of any wear/tear or cable cuts, crimping new cables, checking of connections from end-to end in case of any disruption of service.
62. Network and Fiber Cable laying, termination for existing setup, powering- up of the system and checking as per technical specifications are to be performed by the bidder.

SOW.2. Help Desk Services

SLA Based Support through Help Desk/telephone/specific E-mail/ personal visit. All the service related calls will be logged by WBSSEDCL/bidder/SI or FMS Vendor at CA Service Desk presently used by WBSSEDCL. Bidder will have to use the same call logging tool (CA Service Desk) for updating the status of the calls. WBSSEDCL will not allow to access the mentioned CA helpdesk system from outside of the WBSSEDCL network.

Downtime calculation report will be generated from CA UIM (Unified infrastructure management)/ CA eHealth/ CA Spectrum software which are installed at DC & DRC. The same ITSM tools will be used for logical monitoring of all the DC/DRC Hardware as well as installed Software.

The CA Service Desk/UIM shall undertake the following activities:

- i. Log issues / complaints related to IT infrastructure at the Data Centre / Disaster Recovery Centre or other location as per BOQ under the scope of work and issue an ID number against the issue / complaint.
- ii. Assign severity level to each issue / complaint.
- iii. Track and analyze each issue / complaint to resolution
- iv. If necessary, the issues / complaints will be Escalated by WBSSEDCL as per the

- escalation matrix defined by the bidder.
- v. Provide feedback to the callers.
- vi. Creation of knowledge base on frequently asked questions to aid the users of the IT infrastructure.
- vii. The Vendor should submit monthly status report for the service calls generated in that month including previous pending calls indicating the actions taken.
- viii. Preparing/following Dashboard (MIS Report for availability/uptime report in CA UIM) on Quarterly basis.
- ix. SMS Alert to concern WBSEDCL Officers and bidder for the following activities
 - Logging Calls
 - First Response
 - Resolution

SOW.3. Spare Management

- a) The bidder have to take back to back support from concerned OEM of the listed hardware as per annexure-IV for getting the spares within requisite time frame for maintaining SLA as defined.
- b) The bidder must stock sufficient CAT6 cable, patch cord, FC cable at Data Center & Data Recovery center and necessary tools for providing maintenance supports in case of any fault or any new requirements in the infrastructure landscape of existing servers, storage, network, backup, LAN cabling, Fiber cabling of supported HW & SW at DC & DRC.

SOW.4. Reports & Documentation:

The successful bidder will have weekly / monthly / quarterly / half yearly review meeting with WBSEDCL sharing the status of all hardware and software to be covered under the scope of the AMC ATS. Bidder will also supply the below mentioned reports & documents on weekly / monthly / quarterly / half yearly / yearly basis to WBSEDCL.

- Uptime of all Hardware & Software
 - SLA report for all Hardware & Software
 - Reports of applicable license renewal in the system.
- Any other report as required by WBSEDCL authority.

SOW.5. Monitoring Reports:

The successful bidder will share the hourly/daily/weekly / monthly / quarterly / half yearly/yearly basis monitoring report i.r.o. Hardware & Software utilization report/error report or any other report required for smooth functioning of all the application running and as per requirement of WBSEDCL.

SOW.6. Expertise team Structure:

- 1) The bidders are responsible to provide 24X7 comprehensive maintenance onsite support and depute at least one key expert with minimum 3 years' experience at DC & DRC in respect of server, network security equipment, Storage for all the hardware and Software as per mentioned in the annexures throughout the tenure of the contract period to achieve the targeted SLA.
- 2) A single point of contact (SPOC) must be deployed for managing the issues for any communication from WBSEDCL end. The concern SPOC person must be one step higher from the deputed key expert.
- 3) The support person should be experienced enough for Monitoring, replacement of faulty parts, installation, deinstallation and any configuration related support to all the business-critical equipment to achieve the targeted SLA.

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-----MAF
- 7) ANNEXURE-IV-----DC/DRC equipment list
- 8) Annexure-V-----SLA
- 9) ANNEXURE-VI-----Price BOQ
- 10) Annexure-VII-----Proforma of bank gurantee(EMD)
- 11) Annexure-VIII-----PBG of contract performance
- 12) Annexure-IX-----Additional PBG
- 13) Annexure-X-----Declaration
- 14) ANNEXURE-XI-----Agreement for Third Party Access Security Policy of WBSEDCL
- 15) ANNEXURE-XII-----NON-DISCLOSURE AGREEMENT
- 16) ANNEXURE-XIII-----Annexure List Submission Status
- 17) ANNEXURE-XIV-----Contract Agreement
- 18) ANNEXURE-XV-----Escalation Matrix
- 19) ANNEXURE-XVI-----Sample Change Request Form


Chief Engineer, IT & C Cell
WBSEDCL

ANNEXURE-I
West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /33.10(i)/798 dated 17.12.2024

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
3rd Floor, Block 'D', Vidyut Bhavan
Bidhannagar, Kolkata- 700 091

Sub: Selection of vendor for the AMC-ATS Renewal of Hardware /Software /Licenses in respect of products of CISCO, IBM, F5, Brocade etc. at DC-DRC of WBSEDCL from 16/02/2025 to 15/02/2028 for period of 3 years.

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: WBSEDCL/ IT & C /33.10(i)/798 dated 17.12.2024

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 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. 2020-21, 2021-22, 2022-23 (OR Latest three consecutive financial years) must be at least 10 Crore INR	Provide the turnover in a separate sheet (as per Annexure-IIB) 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 3 Crore INR in last 5 years. Or Two similar projects having total project value of 5 Crore INR each in last 5 years. Or Three similar projects having total project value of 7 Crore INR each in last 5 years.	i) Statement of orders executed during last five financial years (Vide Form-IIC) i.e for financial years, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24. 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 (as per Annexure- IIA) duly attested with following supporting documents. i. Copy of PAN Card ii. 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 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, 27001:2013,20000-1:2018 Certification as on bid submission date.		
6	Must have back to back agreement with the OEMs (for OES) for entire contract period	MAF/ OEM certification from IBM, CISCO, F5. (for OES) For OEM self-declaration is required along with self-declaration of the bidder confirming the support for entire contract period. MAF should be in the format of mentioned annexure-III		
7	The vendor shall maintain sufficient stock of spares parts in West Bengal/ Kolkata at his own cost for a total contract period.	Self-declaration.		
9	The Bidder must have office facility available in Kolkata, WB or bidder to establish an Office in Kolkata within two months after placement of LOA. The Bidder must have a Toll Free Numbers / contact nos. for service support.	i. Supporting Documents against Address of Kolkata Office or declaration should be given by the bidder to establish an office in Kolkata within two months from the placement of LOA. ii. Supporting Documents against Toll Free phone no/ contact no.		
10	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)/798 dated 17.12.2024

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				

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)/798 dated 17.12.2024

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.)

Financial Statements - Balance Sheet			
Sl. No	Fiscal Year	Net Worth (in Lakh INR)	Page No in technical Proposal
1	2022-23		
2	2021-22		
3	2020-21		

Financial Statements - Profit & Loss Statement			
Sl. No	Fiscal Year	Profit & Loss Statement Submission Status (Yes/No)	Page No in technical Proposal
1	2022-23		
2	2021-22		
3	2020-21		

CA Certificate for Net Worth			
Sl. No	Fiscal Year	Net Worth (in Lakh INR)	Page No in technical Proposal
1	2022-23		
2	2021-22		
3	2020-21		

CA Certificate for Liquid Asset			
Sl. No	Fiscal Year	Liquid Asset (in Lakh INR)	Page No in technical Proposal
1	2022-23		
2	2021-22		
3	2020-21		

Income Tax Return			
Sl. No	Fiscal Year / Assessment Year	Submission Status (Yes/No)	Page No in technical Proposal
1	2022-23/2023-24		
2	2021-22/2022-23		
3	2020-21/2021-22		

S I. N o .	Certificate regarding Summary Statement of Yearly Turnover		Remarks
	Financial Year	Turnover rounded up to two digits after decimal (Rs. In Lakh)	
1	2022-23		
2	2021-22		
3	2020-21		
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: WBSEDCL/ IT & C /33.10(i)/798 dated 17.12.2024

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.2015-Apr.2017}		{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)/798 dated 17.12.2024
Annexure-III

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)/798 dated 17.12.2024

DC/DRC equipment List

Item description	Type (Refer SRS / customized SRS Document for exact Technical Specifications)	Quantity	Make	Model	Serial No.	Proposed AMC start date	Proposed AMC end date
Database, failover and Pre production server (RISC/EPIC- approximately 6.35 Lakhs SAPS) -DC	RISC Server	1	IBM	E880C – 9080-MHE	781FB18	16/02/2025	15/02/2028
Database, failover and Pre production server (RISC/EPIC- approximately 4.55 Lakhs SAPS) -DC	RISC Server	1	IBM	E880C – 9080-MHE	781FAF8	16/02/2025	15/02/2028
Database, failover and Pre production server (RISC/EPIC- approximately 3.8 Lakhs SAPS) -DR	RISC Server	1	IBM	E880C – 9080-MHE	781FB08	16/02/2025	15/02/2028
V5000 SFF control with expansion for Storage (1.8 TB X 46(HDD))	124 & 24F with IBM E880C (1.8 TBX22)	2	IBM	V5000 SFF	781GN64 6 & 781GK51	16/02/2025	15/02/2028
Brocade SAN Switch	24 Ports SAN Switch	2	Brocade	2498- X24	130350A 130348A	16/02/2025	15/02/2028
Statefull Firewall (Core Firewall)-DC	Statefull Firewall	1	CISCO	FPR4110-NGFW-K9	JMX2321L00S	16/02/2025	15/02/2028
Statefull Firewall (Core Firewall)-DC	Statefull Firewall	1	CISCO	FPR4110-NGFW-K9	JMX2321L00E	16/02/2025	15/02/2028
Statefull Firewall (Internet Firewall)-DC	Statefull Firewall	1	CISCO	FPR4110-NGFW-K9	JMX2320L037	16/02/2025	15/02/2028
Statefull Firewall (Internet Firewall)-DC	Statefull Firewall	1	CISCO	FPR4110-NGFW-K9	JMX2321L00D	16/02/2025	15/02/2028
Application load Balancer -DC	9.5.4 Load Balancer	1	F5	BIG-IP i2600	F5SYMFIJXX	16/02/2025	15/02/2028
Application load Balancer -DC	9.5.4 Load Balancer	1	F5	BIG-IP i2600	F5HYZBJGAC	16/02/2025	15/02/2028

ANNEXURE-V

West Bengal State Electricity Distribution Company Limited Tender Notice No: WBSEDCL/ IT & C /33.10(i)/798 dated 17.12.2024 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 HW/ SW related issue occurs FMS vender/AMC vendor/WBSEDCL Authority will register a call in CA help desk/ or current Incident Management tool and immediately SLA clock will start. The AMC-ATS vender should attend the call in Incident Management tool and arrange to resolve the issue with immediate effect if it is a HW/ ATS related fault. AMC-ATS vendor should check the incident and do the necessary replacement of hardware if required or coordinate with OEM to resolve the issue to maintain SLA. The AMC-ATS vendor should proactively monitor and resolve all the issues/incidents arises in the system under this contract. SLA will be deducted as per the actual availability report of the system from CA helpdesk/ Incident Management tool/ Availability reports from ITSM tools /MIS reports etc. from the system.

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

SLA TABLE

Sl. No.	Process/ Incident Description	Effect on the system/ Impact	Clock Type	Priority details		Liquidated Damage/ Penalty
				Priorit y	Business working hours/days proposed	
1	Problem in Production equipment of DC & DRC (Servers and storage, SAN Switch)	High Impact, production system is down which affects the service (ex. SAP-ISU/SAP-BW/MDAS/GIS & other Applications etc).	24X 7 Clock	P1	4 hours	0.5% of the quarterly AMC charge of that total line item value (please refer BOQ) for every hour beyond stipulated time (4 hours) or part thereof of delay until resolved subject to a maximum of 10% AMC Value of that Quarter.
2	Problem in Production equipment of DC & DRC (Servers and storage SAN Switch)	Moderate Impact, Production system is up and partially running as any of the HW/SW component in the production Landscape become faulty.	24X 7 Clock	P2	6 hours	0.5% of the quarterly AMC charge of that total line item value (please refer BOQ) for every hour beyond stipulated time (6 hours) or part thereof of delay until resolved subject to a maximum of 10% AMC Value of that Quarter.
3	Problem in Non-Production equipment (servers and storage SAN Switch) such as Quality/Dev/Testing / Patching etc. of DC & DRC	Low Impact, No effect on production environment , only effect on quality/ Dev/ testing/Patching Etc.	24X 7 Clock	P3	8 Hours	0.5% of the quarterly AMC charge of that total line item value (please refer BOQ) for every hour beyond stipulated time (8 hours) or part thereof of delay until resolved subject to a maximum of 10% AMC Value of that Quarter.

4	Issue in Network Equipments in DC (Firewall/ Switches modules/load balancer/cable fault etc.)	High Impact , production system is down or partially down which affects the service	24X7 Clock	P1	4 hours	1% of the quarterly AMC charge of that total line item value (please refer BOQ) for every hour beyond stipulated time (4 hours) or part thereof of delay until resolved subject to a maximum of 10% AMC Value of that Quarter.
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NB : The LD will be calculated by considering all the incident occurred in a quarter. Maximum aggregated value of LD will not exceed 10% of the Quarterly value of total contract.

- 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, WBSEDCL will engage third party for the maintenance of items and related service. The difference in cost of AMC-ATS for engagement of third party will be deducted from outstanding bill /BG lying / to be lying with WBSEDCL.
- 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 (3 years) or until it will be amended. SLA may be reviewed and revised according to the need of WBSEDCL.
- d. The SLA will be measured on Quarterly basis.
- e. Service related calls will be logged by WBSEDCL officials/ selected AMC-ATS bidder in CA Helpdesk/ E-mail. Details of the calls to be registered in the CA Helpdesk/ E mail.
- f. **Downtime Calculation:** The recording of downtime shall commence at the time of registering the call in CA helpdesk/ Incident Management tool/ Availability report from ITSM tool /MIS reports / or Via E-mail for any downtime situation for the equipment. Downtime shall end when the problem is rectified. Down time will not be considered for Pre-scheduled preventive maintenance and health checks (Scheduled Downtime).
- g. **Breach of SLA:** In case the vendor does not meet the service levels as mentioned above and calculated value of LD exceeds 10% for two (2) consecutive quarters, WBSEDCL will treat it as a case of breach of SLA. The following steps will be taken in such a case: -
 - i) WBSEDCL will issues a show cause notice to the Bidder.
 - ii) Bidder should reply to the notice within three working days.
 - iii) If WBSEDCL authorities are not satisfied with the reply, WBSEDCL 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 WBSEDCL's side. Any such delays will be notified immediately to WBSEDCL.

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

(SIGNATURE OF THE TENDERER WITH OFFICE SEAL)

Dated-----

ANNEXURE-VI
West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /33.10(i)/798 dated 17.12.2024
BOQ Format

Validate	Print	Help	<u>Item Rate BoQ</u>					
Tender Inviting Authority: Chief Engineer, IT&C Cell, WBSEDCL			Annexure-VI					
Name of Work: Selection of vendor for the AMC-ATS Renewal of Hardware /Software /Licenses in respect of products of CISCO, IBM, F5 etc. at DC-DRC of WBSEDCL from 16/02/2025 to 15/02/2028 for the period of 3 (three) years.								
Contract No: Tender Notice No: WBSEDCL/IT&C/33.10(i)/798 dated: 17/12/2024								
Bidder Name : 								
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
NUMB	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER	TEXT	NUMBER #	TEXT #
Sl. No.	Item Description	Line Item Quantity	Units	BASIC RATE per gear In Figures To be entered by the Bidder	GST (%)	HSN / SAC Code	TOTAL AMOUNT With Taxes till 15.02.2028 for three years	TOTAL AMOUNT In Words
1	2	4	5	13	14	18	53	55
1	AMC/ATS charges for IBM Hardware (2 nos P-series Server at DC and 1 nos P-series server at DRC/ 5k Storage and SAN Switches at DC) (Please refer Annexure-IV)	1	No				0.00	INR Zero Only
2	AMC/ATS charges for Cisco HW (4 nos Switch module/ 4 nos firewalls etc) (Please refer Annexure-IV)	1	No				0.00	INR Zero Only
3	AMC/ATS charges for 2 nos F5 load balancer (Please refer Annexure-IV)	1	No				0.00	INR Zero Only
4	Please enter GST% and HSN/SAC code carefully							
Total in Figures							0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only						

NOT TO BE QUOTED HERE

ANNEXURE-VII

West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /33.10(i)/798 dated 17.12.2024
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 WBSEDCL 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-VIII

West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /33.10(i)/798 dated 17.12.2024
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 Contractor 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 _____ 2022 at _____

Witness:

(Signature)

(Name)

(Official address)

(Signature)

(Name)

(Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____

Date _____

ANNEXURE-IX

West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSedCL/ IT & C /33.10(i)/798 dated 17.12.2024
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 thisdayof 2022.....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-X
West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /33.10(i)/798 dated 17.12.2024
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

3rd Floor, Block 'D', Vidyut Bhavan

Bidhannagar

Kolkata- 700 091

Sub: Selection of vendor for the AMC-ATS Renewal of Hardware /Software /Licenses in respect of products of CISCO, IBM, F5, Brocade etc. at DC-DRC of WBSEDCL from 16/02/2025 to 15/02/2028 for period of 3 years.

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 27001:2013 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.....2022

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

ANNEXURE-XI

West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /33.10(i)/798 dated 17.12.2024
Agreement for Third Party Access Security Policy of WBSEDCL

Organization Name & Address:			Date:
First Name	Middle Name	Last Name	Department:
Designation:			
Third Party Access Security Policy			
<ul style="list-style-type: none">• User shall access only the appropriate physical area of the premises and appropriate information resource.• Users shall not access any information resources of WBSEDCL, without prior authorization of the concerned officials of WBSEDCL.• 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.• Users shall not access any information resources without the presence of WBSEDCL's authorized personnel.• Any passwords and access privileges given shall not be disclosed to anyone inside and outside WBSEDCL's physical and logical boundaries.• 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.• 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.			
I hereby declare that I have understood the information security practices followed at WBSEDCL, and I shall adhere to the procedures.			
<p align="center">(Signature of the Bidder)</p> <p>Date:</p> <p>Name of the Bidder:</p>			

ANNEXURE-XII

West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /33.10(i)/798 dated 17.12.2024

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 of 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

WBSEDCL 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-XIII**West Bengal State Electricity Distribution Company Limited****Tender Notice No: WBSSEDCL/ IT & C /33.10(i)/798 dated 17.12.2024****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	Signed Copy of all Annexures (Annexure-I to Annexure XVI)		
4	Signed & filled up Copy of all Annexures (Annexure-I,II,IIA.IIB,IIC,III,(VII,VIII & IX)(as required),X,XIII,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-XIV
West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /33.10(i)/798 dated 17.12.2024
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 AMC-ATS Renewal of Hardware /Software /Licenses in respect of products of CISCO, IBM, F5, Brocade etc. at DC-DRC of WBSEDCL from 16/02/2025 to 15/02/2028 for period of 3 years.

NIT No: WBSEDCL/ IT & C /33.10(i)/798 dated 17.12.2024

2. 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 PAC replacements activity services in WBSEDCL for the period, quantity, terms and conditions guided by above mentioned NIT & LoA.

M/shereby 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), 2022 herein above mentioned.

In the presence of (Witness)

(1)

(2)

Signed, sealed and delivered by the
within named M/sby 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-XV
West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSSEDCL/ IT & C /33.10(i)/798 dated 17.12.2024
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.....2024

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

ANNEXURE-XVI
West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /33.10(i)/798 dated 17.12.2024
Sample Change Request Form

CRF No: CRF/ XX/XX

Date:

Request Information: To be completed By Requester			
Change Requested by	DC In charge	Change Title	.
Change Reference number (if any)		Location	
Change Urgency	Emergency Normal	Implementation Date	
Reason for Change			
Change Description			
Initiated By	<input type="checkbox"/> Incident/Problem Operational/Business Request <input type="checkbox"/> Security requirements <input type="checkbox"/> Audit requirements <input type="checkbox"/> Others	Change Related To	
Additional Notes			

Roles	Name	Action taken	Date/Time
Requester			
Implementer			
Authorized by		Accepted <input type="checkbox"/> Rejected	
Approved by		Accepted <input type="checkbox"/> Rejected	

UAT by Application Team	
Date	
UAT by Business Team	
Date	
Reasons for not conducting UAT	Remarks:

Change Roll-Back Procedure (If Applicable)	
Details of Roll Back Procedure	
Prepared By	Date
Reasons for not preparing Roll Back Procedure	

Date of Migration to Production:	Migrated By:
Impact on Information Security	<input type="checkbox"/> Yes(If yes, kindly fill remarks) <input type="checkbox"/> No
Remarks (Action Taken):	

ANNEXURE-XVII
West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /33.10(i)/798 dated 17.12.2024

[Form of Declaration for compliance regarding Information Security in Project Management, Privacy Management, Biometric Data Protection, and Data Purging.]

Project Management: The Contractor/vendor/WBSEDCL shall comply with the following key security requirements throughout the project lifecycle:

1. Applications should include a unique username and password mechanism.
2. Ensure appropriate access controls are in place to prevent unauthorized personnel from accessing WBSEDCL's data.
3. Ensure that applications/tools are restricted from forwarding any data file information in electronic format to any email accounts other than those of WBSEDCL.
4. Ensure appropriate cryptographic controls are implemented wherever data is stored within the application.
5. Deploy adequate controls on systems supporting WBSEDCL business to protect them from any malicious software or virus attacks.
6. Enable audit trails in the application/tool.

Privacy: The Contractor/vendor shall comply with all applicable data privacy and security laws, including, but not limited to, national privacy, security, and data protection laws, rules, and regulations. These include data privacy and security requirements, security breach and identity theft notification laws, and other rules governing the privacy, collection, use, disclosure, storage, and management of Confidential/Personal Information under this agreement.

Key data privacy measures include:

1. The Contractor/vendor shall respect the rights of data subjects, including rights to access, rectify, erase, restrict processing, and object to the processing of their personal data.
2. Appropriate technical and organizational measures shall be implemented to protect personal data against unauthorized or unlawful processing, as well as accidental loss, destruction, or damage.
3. In the event of a data breach, the affected party shall notify the other party without undue delay and take all necessary steps to mitigate the impact.
4. Personal data shall not be disclosed to or processed by third parties without the prior written consent of the data subject, except as required by law. Any third-party processing shall be governed by a written agreement ensuring compliance with this privacy clause.
5. Personal data shall be retained only as long as necessary to fulfill the purposes for which it was collected. Upon termination of this agreement, personal data shall be securely disposed of in accordance with applicable data protection laws and regulations.

Data Purging: Upon termination of services, the Contractor/vendor shall remove WBSEDCL's data, content, and other assets from the cloud/other environments and certify the destruction of Virtual Machines (VMs), content, and data to WBSEDCL. The Contractor/vendor must ensure that the data cannot be forensically recovered. WBSEDCL may seek an undertaking from the Cloud Service Provider (CSP) or Service Provider to confirm compliance.

Safeguarding Biometric Data:

1. Biometric data must be encrypted both in transit and at rest using strong encryption methods.
2. Strict access controls must be implemented to ensure that only authorized personnel with a legitimate need have access to biometric data.

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

Signature of the bidder with Office Seal

Date-----