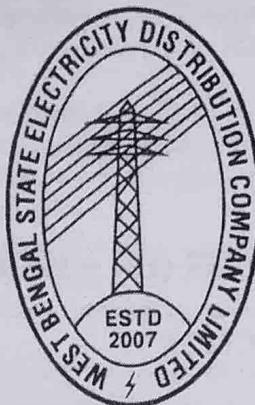


West Bengal State Electricity Distribution Company Limited
(A Government of West Bengal Enterprise)
(IT & Communication Cell)

Vidyut Bhavan, 3rd Floor, C&D Block, Bidhan Nagar, Block-DJ, Sec-II, Kolkata-700091
Phone No. 033-2358-9665, FAX No. 033-2337-2427, 033-2358-9244
Website: www.wbSEDCL.in, e-mail: itcell@wbSEDCL.in
CIN: U40109WB2007SGC113473



WBSEDCL
NOTICE INVITING LIMITED TENDER

BID DOCUMENT

Internet Lease Line connections 300 Mbps (1:1) with Anti DDOS service (3 Gbps) for Data Centre, Disaster Recovery Centre, Vidyut Bhawan under WBSEDCL.

Estimated Tender Price: Rs 54,00,000 (Rs Fifty-Four lakhs only)

Tender Notice No: WBSEDCL/IT&C/6.10/2208

Dated: 02.01.2026

02/01/2026
Chief Engineer,
IT Cell, WBSEDCL

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SECTION: I **INSTRUCTION TO BIDDER (IB)**

IB.1. West Bengal State Electricity Distribution Company Limited herein after referred to as WBSEDCL invites limited e-tenders for the implementation of six (6) Internet Leased Line (ILL) connections, each with 300 Mbps bandwidth (1:1 contention ratio) and pooled/collective Anti-DDoS protection of 3 Gbps, for the following locations:

- **Data Center (DC)**- Data Center, Rajarhat, WBSEDCL, Action Area-I, New Town, Pin – 700156.
- **Disaster Recovery Centre (DR)**- Disaster Recovery Center, WBSEDCL, Garbaharampur 33/11 KV Sub Station, Opposite To NBSTC Bus Stand, Berhampore, Murshidabad, Pin-742103.
- **Vidyut Bhavan (VB)**- Vidyut Bhavan, Block-DJ, Sector II, Salt Lake City, Kolkata – 700091.

Each location shall be provisioned with two (2) independent Internet Leased Line (ILL) connections with Anti-DDoS protection, to be provided by two different Service Providers, in accordance with the Scope of Work and other terms and conditions specified in this bid document.

Total Anti-DDoS protection capacity of 3 Gbps shall be provided on a pooled/collective basis across all three locations, namely Data Centre (DC), Disaster Recovery Centre (DR), and Vidyut Bhawan (VB), for each ILL service separately, as detailed below:

ILL-1, provided by Service Provider-1, shall have 300 Mbps Internet bandwidth at each location (DC, DR, and VB), along with 3 Gbps pooled Anti-DDoS protection, shared collectively across DC, DR, and VB.

ILL-2, provided by Service Provider-2, shall similarly have 300 Mbps Internet bandwidth at each location (DC, DR, and VB), along with a separate and independent 3 Gbps pooled Anti-DDoS protection, shared collectively across DC, DR, and VB.

The distribution or segregation of Anti-DDoS capacity on a per-location or per-link basis, if required, shall be decided by WBSEDCL during the order/execution period, based on operational requirements.

Tender is invited by the Chief Engineer, IT Cell, 3rd Floor, 'D'-Block, Vidyut Bhavan, Bidhannagar, Block-DJ, Sector-II, Kolkata 700091 through electronic tendering (e-tendering) for selection of Service Provider-1 and Service Provider-2.

IB.2. Eligibility of Bidders:

Following are the credentials for eligibility of Bidders:

- IB.2.1.** The Bidder should be a Class A ISP license/ULD license holder issued by Government of India and the bidder should have acquired valid NLD and ISP License from DOT.
- IB.2.2.** The bidder should not have been blacklisted from any Govt. organization across India in last three calendar years and undertaking in this regard shall be provided by the authorized signatory of the bidder. During contract period if the undertaking submitted by the vendor is found to be false, the order issued on vendor shall be terminated with the forfeiture of the BG. (an undertaking letter to be provided).
- IB.2.3.** If the bidder is a subsidiary or if the bidder's name has changed within the last 5 years, the credentials of the parent company or firm will be considered for the prior period.
- IB.2.4.** The bidder should have a minimum annual turnover of INR 10 crore (Rupees Ten Crore only) in each of the last three financial years ending on 31.03.2025 (i.e., FY 2022–23, 2023–24, and 2024–25).
- IB.2.5.** The bidder must have one office in Kolkata, West Bengal for providing necessary support. If office already exists in Kolkata or The details of the office needs to be provided by the selected bidder prior to placement of the

LOA (Letter of Award)/ contract.

IB.3. Selection Criteria- In this tender, which involves parties competing for internet lease lines with Anti-DDoS protection, the following conditions will apply:

IB.3.1. It's imperative for WBSEDCL to maintain two independent Internet Leased Line (ILL) networks, namely ILL-1 and ILL-2, both with Anti-DDoS protection, to ensure uninterrupted data connectivity.

IB.3.2. Accordingly, redundancy of links shall be maintained, and two different bidders shall be selected for the two ILL networks.

IB.3.3. For the purpose of ensuring redundancy, the Company shall first identify the two lowest eligible bidders (L1 and L2) for ILL with Anti-DDoS services based on the financial evaluation.

IB.3.4. The L1 bidder shall be awarded ILL-1 with Anti-DDoS protection for all three locations. The L2 bidder shall be offered ILL-2 with Anti-DDoS protection for all three locations at the same rate as quoted by the L1 bidder (i.e., the lowest discovered rate).

IB.3.5. In the event that the L1 bidder and/or the L2 bidder fails to provide the required services at the lowest discovered (L1) rate, the Company reserves the right to offer the concerned ILL connectivity with Anti-DDoS (ILL-1 and/or ILL-2, as applicable) to the next eligible bidder(s) in order of bid ranking, at the same lowest discovered rate.

IB.4. Responsibility of Bidders:

IB.4.1. It shall be the sole responsibility of Bidders to determine and to 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 the cost, duration and execution of the work.

IB.4.2. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments to 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 on the cost of the Contract to the Bidder.

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

IB.4.4. The bidder shall bear all the costs associated with the 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 the bidding process.

IB.4.5. 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.4.6. One bidder can submit only one bid in response to this tender document. No bidder is allowed to submit two or more bids.

IB.5. Conflict of Interest:

IB.5.1. The Bidder shall not have a Conflict of Interest that may affect the Tendering Process. Any Bidder found to have a Conflict of Interest as per the following reasons, shall be disqualified. In the event of disqualification, the Bid Security of the bidder shall be

forfeited for the time; cost & effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise

IB.5.2. Any bidder will be found to have a conflict of interest if his near relative is posted as an employee/ officer in any capacity in WBSEDCL, who is associated with the Tender inviting Authority or vice versa.

IB.5.3. Any bidder will be found to have a conflict of interest if any employee of the bidding firm/company has or develops a financial or other interest with any employee / officer of WBSEDCL associated with the Tender inviting Authority during the execution of the Contract or vice versa.

IB.5.4. Any bidder has a relationship with another bidder/bidders directly or through common third parties that puts them in a position to have access to each other's information about or to influence the tendering processes of either or each of the other bidder, will be found to have conflict of interest.

IB.6. 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 tenderers may also be viewed seriously by the WBSEDCL authority and penal measures as deemed fit would be imposed on such tenderers.

IB.7. Key Dates:

The schedule of publication, submission and opening of tender paper is furnished herein below:

SL No	Activity	Date & Time
1	Publishing Date	09.01.2026 at 15.00 Hrs.
2	Document Download start date	09.01.2026 at 15.00 Hrs.
3	Pre- Bid query submission last date and time	15.01.2026 till 11.00 Hrs.
4	Date of Pre-bid Discussion at IT Cell, Vidyut Bhawan	16.01.2026 from 15.00 Hrs.
5	Bid submission start date	17.01.2026 at 17.00 Hrs.
6	Last date of physical submission of EMD, if not submitted online	30.01.2026 till 14.00 Hrs.
7	Bid submission end date	30.01.2026 till 14.00 Hrs.
8	Technical Bid opening date	02.02.2026 at 16.00 Hrs.
9	Financial Bid opening date	The date and Time will be intimated after evaluation of Technical Proposal

IB.8. If any 'Strike' or '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.9. Pre Bid Discussion:

IB.9.1. The bidder or its official representative is invited to attend pre-bid meeting which will take place at WBSEDCL Headquarters, Vidyut Bhawan, Kolkata, on the date and time specified in Clause "Key Dates " of Bid documents. The purpose of the meeting will be to clarify the exact scope of work, and any issues regarding the bidding documents in general and the technical specifications in particular which are raised at that stage.

IB.9.2. Non-attendance at the pre bid discussion will not be a cause for disqualification of the bidders.

IB.10. Clarification of Bidding Documents:

If there be any discrepancy or, obscurity in the meaning of any clauses of the Tender Documents or, if there be any query of the intending Bidder, the same may be clarified during the pre-bid discussion. The clarification given in the pre-bid discussion shall be final and binding on the Bidder and no further queries shall be entertained thereafter.

IB.11. Amendment / Addenda of Bidding Documents:

IB.11.1. At any time, prior to the deadline of submission of Bid, WBSEDCL may, for any reason, modify the Bidding Documents by issuing Addendum / Amendments and the same will be uploaded on the website of WBSEDCL i.e. <https://www.wbSEDCL.in> as well as website <https://wbTenders.gov.in>.

IB.11.2. Bidders should keep a track of any such amendment and it will be assumed that the information contained therein has been taken into account by the bidder in its bid, if any, related to this NIET on the WBSEDCL's website. The downloaded amendment/addenda is to be uploaded at the concerned location mentioned in clause "Submission of Bid".

IB.11.3. 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 the deadline for the submission of bids. In such cases, WBSEDCL will notify about the extended deadline to all the prospective bidders in writing through the e-tendering website (<https://wbTenders.gov.in>).

IB.11.4. Such amendments, clarifications, etc., shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and also invariably submit such documents as mentioned in clause "Submission of Bid" part of the bid, which shall form an integral part of the contract.

IB.11.5. WBSEDCL shall not have any obligation to inform the vendor through any other mode of communication.

IB.12. Language of the Bid:

The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and WBSEDCL, shall be written in English language.

IB.13. Period of validity of Bid:

Offered bids (both technical & price) shall remain valid for a period of 180 (One hundred eighty) days after the date set for opening of Bid.

Prior to the expiry of the original validity period, WBSEDCL may request extension in the period of validity to the selected bidder(s) only. Bidders agreeing to that request will not be required nor permitted to modify their respective bids, but will be required to extend the validity of their Bid Securities correspondingly. The provisions of clause "Earnest Money [Bid Guarantee]" regarding discharge and forfeiture of Bid Security shall continue to apply during the extended period of bid validity.

IB.14. Earnest Money [Bid Guarantee]:

IB.14.1. All bids must be accompanied with refundable earnest money, as "Bid Guarantee". The bid shall be considered non-responsive if the earnest money is not submitted along with the bid.

IB.14.2. The bidder shall select the tender to bid for and initiate payment of the EMD amounting to Rs. 1,08,000/- (Rupees One Lakh Eight Thousand only). Following payment options are available for paying EMD amount through online mode:

IB.14.2.1. E-payment can be made on the e-tender website <https://wbtenders.gov.in> through net-banking payment mode.

IB.14.2.2. 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 the pre-filled information to make RTGS / NEFT payment using his bank account. Once the payment is made, the 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.

IB.14.2.3. Submission of EMD through BG: For submission of EMD in the form of BG issued by any Scheduled Bank of RBI, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in the EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT. The Bank Guarantee shall be submitted as per format in ANNEXURE-III 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 with a claim period of three (3) months thereafter.

IB.14.3. EMD amount shall 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.

IB.14.4. General Instructions for EMD submission through Online:

IB.14.4.1. The bidder can the EMD amount using net-banking mode through any bank available at e-payment gateway of e-tender site. Once Net-banking mode is opted for payment, the bidder will have to mandatorily pay through Net-banking facility.

IB.14.4.2. Status of NEFT/ RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/ RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.

IB.14.4.3. In case actual EMD amount as per NeIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/ RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/ RTGS mode (challan mode}.

IB.14.4.4. 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.

IB.14.5. General Instructions for EMD submission through BG:

IB.14.5.1. Earnest Money Deposit may be submitted through an irrevocable Bank Guarantee (BG) prepared in favor of WBSEDCL from any scheduled bank of RBI.

IB.14.5.2. Issue date of BG shall be after NIET publication date.

IB.14.5.3. BG shall be submitted as per the format in ANNEXURE-III.

IB.14.5.4. WBSEDCL Bank Details for preparation of BG for EMD are as follows

i) 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: 1096202100000241

IFSC code: PUNB0109620

ii) In case of BG for EMD issued under SFMS Platform, the bank details 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

IB.14.5.5. Original copy of BG for Earnest Money Deposit shall be submitted at the office address mentioned in clause IB.28 of tender within the timeline given as per clause "Key Dates". Scan copy of BG for EMD is also uploaded in e-tender site.

IB.14.5.6. 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 the NIET. If bidder fails to submit the original BG within the timeline specified in NIET, the bid will not be considered for evaluation and hence rejected.

IB.14.5.7. The EMD in the form of Bank Guarantee (BG) shall be valid for a period of 180 (one hundred and eighty) days from the date of opening of bids with a claim period of three (3) months thereafter. The EMD shall be extended during the course of evaluation of bid, if requested by WBSEDCL.

IB.14.6. Refund/Settlement of EMD Amount:

IB.14.6.1. The 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 any bid from WBSEDCL.

IB.14.6.2. The Bid Guarantee of unsuccessful bidders, if submitted through Bank Guarantee, will be returned against their written claim, to the Chief Engineer (IT Cell), WBSEDCL, giving the reference to the NIET, date of tender, amount and mode of Earnest Money deposited – all in a complete form, after placement of an order on the successful bidder/bidders.

IB.14.6.3. 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 NIET. Successful bidder shall submit one letter addressed to Chief Engineer (IT Cell), WBSEDCL giving reference of NIET, 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 selected bidder(s) may have to extend the validity of the Bid Guarantee till the Contract Performance Bank Guarantee is accepted by WBSEDCL.

IB.14.6.4. The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of the tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

IB.14.6.5. For any queries related to payments and refunds, bidders will have to communicate:emd.eproc-wb@nic.in/sumi.chakraborty@ext.icicibank.com.

IB.14.7. Successful Bidder shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner at www.wbSEDCL.in, if not created earlier.

IB.14.8. No interest shall be payable by WBSEDCL on the above Bid Guarantee.

IB.14.9. The Bid Guarantee shall be forfeited for any of the following reasons:

IB.14.9.1. If during the period of bid validity, the bidder withdraws or modifies the bid in part or as a whole.

IB.14.9.2. If the successful Bidder/ Bidders fails/fail to accept the order unconditionally as per "Acceptance of Order" clause of bid document or fails/fail to furnish the contract performance guarantee as stipulated in PBG clause of bid document.

IB.14.9.3. If the successful bidder / bidders fails to extend the validity period of EMD as per "Earnest Money" Clause of bid document.

IB.14.9.4. If any cartel is formed by the bidder in their quotation.

IB.15. Submission of Bid:

Bids shall be submitted as under :

IB.15.1. Tender documents are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Bidders are required to upload all the tender documents along with the other documents, as asked for, in the tender, through the above website within the stipulated date and time as given in the Tender.

IB.15.2. Tenders are to be submitted in two parts - one is **Technical Proposal** and the other is **Financial Proposal**.

IB.15.3. Pre-defined .xls format of Price bid under financial proposal is to be submitted at pre-defined folder named:BOQ. Price offered in any other shape or form or any other Folder other than 'BOQ' will not be considered and concerned bid submitted by bidder will be liable for cancellation.

IB.15.4. The bidders shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

IB.15.5. The bidder needs to download the Forms / Annexures / BOQ, fill up the particulars in the designated Cell and upload the same in the designated location of Technical bid.

IB.15.6. The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

IB.15.7. Original copies of the uploaded documents may be submitted for physical verification if required by the Tender Inviting Authority at the time of technical evaluation.

IB.15.8. Technical Proposal-(Part-1)

The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in two covers / folder:

A. Statutory Cover: Fee/Pre qualification /Technical (All signed Copy is to submit)

Under Statutory Cover/folder, there will be another four folders for submission of the technical documents.

I. To be submitted in "**Drafts**" folder- Earnest Money Deposit (EMD): If EMD is submitted through Bank Guarantee (BG), the following details are to be submitted:

Scanned copy of Bank Guarantee (BG) towards EMD in the format as prescribed in **Annexure III** of NIET, in favour of WBSEDCL payable at Kolkata from any scheduled Bank of RBI. The issue date of BG shall be after NIET publication date. This clause will be applicable only for cases where Earnest Money Deposit (EMD) has been submitted through BG.

II. To be submitted in "**Annexures**" folder-

- Bid Proposal (Vide **Annexure-I**).
- Bid Details (Vide **Annexure-II**).
- Earnest Money Deposit- Scanned copy BG (Vide **Annexure -III**) if EMD

paid through BG.

- d) Deviation Sheet (Vide **Annexure-IV**).
- e) Blank Format of Proforma for bank guarantee for contract performance (Vide **Annexure-V**).
- f) Format of the Bank Guarantee for additional performance security Deposit (Vide **Annexure-VI**).
- g) Pre-BID Query Format(Vide **Annexure-VII**).
- h) Blank BOQ (Vide **Annexure-VIII**).
- i) Contract Agreement (Vide **Annexure-IX**).- **To** be submitted on normal paper during the technical evaluation stage of the tender. Upon placement of the Letter of Award (LOA), the same documents will be executed on non-judicial stamp paper as mentioned in Annexure.
- j) Non Disclosure Agreement (Vide **Annexure-X**).-**To** be submitted on normal paper during the technical evaluation stage of the tender. Upon placement of the Letter of Award (LOA), the same documents will be executed on non-judicial stamp paper as mentioned in Annexure.
- k) Mandatory Condition (Vide **Annexure-XI**).

III. To be submitted in “**NIT**” folder-

- a) Singed Notice Inviting e-Tender (NIeT)
- b) Signed Addenda/Corrigenda: if published.

IV. To be submitted in “**Forms**” folder-

- a) **Schedule of Bid**-The bidder needs to download the form for “Schedule of Bid” (Vide **Form-I**), fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. Submission of incomplete “Schedule of Bids” will render the tender liable to summary rejection.
- b) Check List (Vide **Form-II**).
- c) Summary statement (Vide **Form-III**) of annual turnover for a period of the last three financial years i.e. for financial year 2022-23, 2023-24 & 2024-25 as per certified copy audit report in respect of bidders.
- d) Proforma for undertaking to be submitted by the Bidders (Vide **Form-IV & VIII**).
- e) Declaration of not being Blacklisted/Debarred/ Put on Holiday list (Vide **Form-V**).
- f) Self-declaration by Proprietor of the Bidding Company for not being Blacklisted/Debarred/ Put on Holiday list (Vide **Form-VI**).
- g) Declaration regarding no litigation against WBSEDCL (Vide **Form-VII**)
- h) Format of Letter of Bid (Vide **Form-IX**)
- i) Undertaking letter for Last Mile (Vide **Form-X**)

Note: Bidders are to keep track of all the Addendum/Corrigendum issued with this particular tender and upload all the above digitally signed along with the NIeT.

B.Non-Statutory Cover (My Document): All Certificates are to be self-attested by the signing authority

- a) Copy of CIN (Corporate Identification No) & Certificate of Incorporation.
- b) Power of attorney for being signing authority of the bid.
- c) Copy of Valid copy of PAN Card.

- d)** Copy of Valid Goods and Services Tax (GST) Registration certificate
- e)** Copy of GST returns for the years 2023-24 & 2024-25 are to be submitted by the bidder.
- f)** Copy of returns for IT filed during last three years i.e. for assessment years 2022-23, 2023-24 & 2024-25.
- g)** Audited financial statements for all three financial years (2022-23, 2023-24, and 2024-25)

Financial Info:

The bidder must have a minimum annual turnover of Rs. 100 Crore (Rupees One Hundred Crore only) in each of the financial years 2022-23, 2023-24, and 2024-25. Audited financial statements for all three financial years (2022-23, 2023-24, and 2024-25) must be submitted as supporting documents.

IB.15.9. Financial Proposal-(Part-2)

The financial proposal needs to be submitted as per the pre-defined standardized formats in one folder named “**BOQ**” under the main folder “Finance”. The bidder is to upload the downloaded predefined Price Bid (MS Excel format) only with filled-up amounts in specified fields. The bidder will not be allowed to upload any Techno-commercial terms and conditions in the ‘Price Bid’ offer/ BOQ. Any deviation taken in the Price part shall not be accepted.

The bidder is to quote the rate in the blank spaces marked for quoting rate in the BOQ.

Only downloaded copy of the BOQ is to be filled up, virus scanned, uploaded and digitally signed by the bidder. Any deviation in the format, content (Other than entry of the quoted price at the desired blank spaces) of the Price bid/BOQ will lead to rejection of the tender.

IB.15.10. Conditional and incomplete tenders are liable to summary rejection.

IB.15.11. No price preference will be allowed to any bidder based on the size of the industry or its geographic location. Co-operative Society will not be considered with separate status.

IB.16. Late Submission of Bid:

Bidder shall take all possible measures to submit the bid within the schedule date & time at specified location prescribed elsewhere in the bidding document. Late submission of bid for whatever reason shall not be accepted.

IB.17. Opening and evaluation of tender:

IB.17.1. Opening of technical proposal:

IB.17.1.1. Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.

IB.17.1.2. Technical proposals for those tenderers whose original copies of BG towards EMD 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.

IB.17.1.3. Cover (Folder) for Statutory Documents will be opened first and if found in order, Cover (Folder) for Non-statutory Documents will be opened. If

there is any deficiency in the Statutory Documents, tender may be liable to be summarily rejected.

- IB.17.1.4.** Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.
- IB.17.1.5.** The bidder shall not take any techno-commercial deviation from the stipulation of Bid document. If the bidder takes any techno-commercial deviation, his Bid may be liable for rejection.

IB.17.2. Evaluation of technical proposal:

- IB.17.2.1.** While evaluation, the Tender Inviting Authority or his authorized representative may summon of the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- IB.17.2.2.** All Technical proposal documents as specified at the tender will be examined and assessed for the techno-commercial, performance and management capability of the bidder.
- IB.17.2.3.** The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified bidders.

IB.17.3. Opening of financial proposal:

- IB.17.3.1.** Financial proposals submitted by the bidders in the prescribed BOQ format and declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- IB.17.3.2.** No deviation in any form in the price-bid sheet is acceptable.
- IB.17.3.3.** After opening of the financial proposal the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded.
- IB.17.3.4.** The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.
- IB.17.3.5.** For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.

IB.17.4. Evaluation of financial proposal:

- IB.17.4.1.** Financial Evaluation of bid shall be made on the total price of all the items, clubbed together. This will however not encroaches the right of WBSEDCL to go into further processes for item wise evaluation, if required. Total price shall be calculated on the basis of quantity indicated in the NIET/BOQ.
- IB.17.4.2.** Price offer shall be submitted in the prescribed format only.
- IB.17.4.3.** No deviation in any form in the Price Bid Sheet is acceptable.

IB.16. Execution Period-

The basic consideration and the essence of the Contract shall be in strict adherence to the time schedule as it will be specified in the LoA (Letter of Award) to be issued from WBSEDCL. The entire activity as per scope of work shall be completed by you within **10**

(Ten) days from zero date (Date of issuance of LoA (Letter of Award) shall be considered as zero date). The entire work needs to be completed on turnkey basis. Letter of Intent (LOI) may be given earlier so that necessary processing could be done from vendor end.

IB.17. Taxes, Duties and other levies:

GST and/or any other tax applicable tax as per law of land shall be paid extra. The GST/Tax will be paid, on production of original documentary evidence.

IB.18. Statutory Obligations:

Statutory obligations as per law of the land are to be complied.

IB.18.1. Compliance of Labour Laws: The bidder shall comply with all the statutory labour laws to protect the employees/workers engaged by them.

IB.18.2. Statutory obligations as per law of land are to be complied.

IB.19. Period of Contract-

For both ILL-1 and ILL-2 with Anti-DDos, the period of contract shall be as follows:

a) Existing Link Provider

For every location where the existing link provider emerges as the Lowest Bidder (L1), the contract period shall be from 01.04.2026 to 31.03.2028.

b) New Link Provider

For every location where a new link provider emerges as the Lowest Bidder (L1), the contract period shall be from 01.03.2026 to 31.03.2028, wherein the period from 01.03.2026 to 31.03.2026 shall be treated as the integration and commissioning period.

WBSEDCL may renew the period of contract for further two years in-continuation and so on depending upon the performance of previous years of the bidder at the same terms and conditions of the Letter of Award (LOA) placed on successful bidder which shall be accepted by the bidder without imposing any conditions.

IB.20. Issue of LOA: WBSEDCL will award the contract to the successful bidder whose bid has been determined to substantially responsive and has been determined the lowest 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: The successful bidder shall submit written unconditional acceptance of LOA within 7 (Seven) days from date of issuance of the same. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause.

IB.22. Right to reject Bids : WBSEDCL reserves the 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 or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.

IB.23. Representative of Vendors: The successful vendor is required to nominate officers, exclusively for this project from commencement to completion as 1) Nodal Officer for scheme & 2) an overall Head Officer, with whom WBSEDCL will contact on all matters related to this project. The vendor has to specifically furnish to WBSEDCL, the name, designation, mobile no, office & residential phone no of such persons.

IB.24. Mandatory Condition: The bidder shall provide documentary evidence satisfactory & acceptable to WBSEDCL to establish that they have the requisite credential, capability and

experience to handle the contract and meet requirements. The bidders shall provide any other documents as and when required by WBSEDCL related to tender.

IB.25. Settlement of Disputes: In case of any dispute arising out the contract, the same should be settled through meeting between the WBSEDCL and the contracting agency at the appropriate level. The necessary judicial affairs and/or Court Case shall be exclusively within the jurisdiction of High Court at Kolkata only.

IB.26. Communication: The successful vendor, for communicating with WBSEDCL, for this job may use the following modes.

Mail ID –network.itcell@wbsedcl.in
Telephone – (033) 23197 445.

IB.27. Representative of Vendor:

IB.27.1. The successful vendor is required to nominate one officer exclusively for this project from commencement to completion as a Nodal Officer to be stationed at Kolkata, with whom WBSEDCL will contact on all matters related to this order.

IB.27.2. The vendor has to specifically furnish to WBSEDCL, the name, designation, Telephone no. including mobile no., email address of such person.

SECTION: II

Scope of Work [SW]

The bidder/Service Provider shall provide Internet access at the gateway level through **300 Mbps, 1:1, uncompressed, symmetric Internet Leased Line (ILL)** with Anti-DDoS (pooled 3 Gbps) at each of the following locations:

- Data Centre (DC) – with a minimum of **32 static IPv4 addresses**
- Disaster Recovery (DR) – with a minimum of **32 static IPv4 addresses**
- Vidyut Bhawan (VB) – with a minimum of **8 static IPv4 addresses**

The Internet links at each location shall be independent and fully dedicated. If required, an IPv6 address pool shall also be provided by the ISP for all locations.

The project shall be carried out in the following manner: -

SW.1. Scope of Work: The project shall be on turnkey basis and below applicable to all ILL links with Anti-DDoS in this project (DC,DR,VB).

SW.1.1. Internet connectivity:

- SW.1.1.1.** Each location (DC, DR, and VB) shall be provisioned with two (2) independent ILL connections, each of 300 Mbps bandwidth, sourced from two different Service Providers. Contention ration should be 1:1.
- SW.1.1.2.** The lease line should be of Fiber optic with ring Topology to provide redundancy. Last mile link topology diagram to be submitted.
- SW.1.1.3.** Successful bidder should provide the internet over their own or arranged redundant last mile.
- SW.1.1.4.** Successful Bidders endpoint equipment's should be scalable to support bandwidth at least up to 1Gbps.
- SW.1.1.5.** Ring Topology to be used for last mile connectivity from PoP level.
- SW.1.1.6.** Successful Bidder should ensure that local loop provisioning does not violate regulations as laid by Government of India / TRAI in respect of such links / networks.
- SW.1.1.7.** Successful bidder shall arrange the necessary way leave /ROW (Right of Way) in connection to the establishment of way of the link. WBSEDCL shall neither negotiate nor incur any additional charges towards obtaining way leave (ROW) permissions whatsoever.
- SW.1.1.8.** Successful Bidders should provide all necessary equipment's for connectivity.
- SW.1.1.9.** ISP shall provide dual handoff.
- SW.1.1.10.** The Successful bidder shall provide necessary tool to monitor current and total data/bandwidth, dropped packets consumption in real-time.
- SW.1.1.11.** The personnel assigned in this project should be aware of ISO 27001:2022 requirements and must be aware of Information security requirements.

SW.1.2. Anti DDos service of ILL at Gateway level.

- SW.1.2.1.** Bidder to provide Cloud based Volumetric DDoS detection and mitigation services along with the ILL. An undertaking mentioning start date of DDOS service to be provided along with Link & DDOS portal as mentioned below.
- SW.1.2.2.** The DDoS detection and mitigation solution shall provide **minimum 3 Gbps volumetric attack protection capacity per ILL service**, pooled across all locations (DC, DR, and VB). Each

ILL service provider shall provide an **independent and separate Anti-DDoS pool**.

- SW.1.2.3.** The Service Provider shall be responsible for detection, mitigation, tuning, and continuous availability of Anti-DDoS services.
- SW.1.2.4.** 24x7 real-time sampling and detection of anomalies through the regular and proactive capture of flow data at the aggregation layer of the network to build up-to-the-minute flow records for trend analysis and threat detection.
- SW.1.2.5.** Solution should have machine-learning and behavioral-based algorithm to detect low and slow DDOS attack.
- SW.1.2.6.** The Proposed solution must not modify MAC, IP addresses or contents of passed frames and should not impact customer legitimate traffic.
- SW.1.2.7.** The bidder must be able to mitigate as close to the source of the attacks to ensure minimal additional latency due to re-routing.
- SW.1.2.8.** The solution should handle varying levels of traffic to accommodate potential DDoS attacks of different magnitudes with zero impact on assets under protection.
- SW.1.2.9.** The bidder must mitigate all types of DDoS attacks originating from within India and/or outside India.
- SW.1.2.10.** The proposed solution should have a mitigation mechanism to protect against zero-day DoS and DDoS attacks without manual intervention and response time should be minimal.
- SW.1.2.11.** The proposed solution must have an updated threat feed that describes new malicious traffic (botnets, phishing).
- SW.1.2.12.** The proposed solution must not have any limitations in handling the number of concurrent sessions for DDoS attack traffic.
- SW.1.2.13.** Mitigation of DDoS attacks shall be seamless to the general end-user utilizing internet to/from the Customer.
- SW.1.2.14.** Testing of service and baselining shall be undertaken after approval from WBSEDCL at least annually to validate the operation of DDoS mitigation services.

SW.1.3. Portal for link and DDOS service monitoring for all three locations-

- SW.1.3.1.** In-depth live reporting and online user portal including usage, attacks, and protection related to DDoS must be made available for all three locations. Also reports related to present bandwidth consumption report and DDoS related reports for all locations.
- SW.1.3.2.** The bidders Portal should provide near real-time visibility into WBSEDCL network traffic and provide high, medium and low severity alerts identified through ongoing sampling and IP traffic and DDoS anomalies.
- SW.1.3.3.** The portal must have view only mode with access to downloading of reports for at least 3 concurrent logins/3 different users.
- SW.1.4.** Logs for minimum 180 days related to Link and DDOS traffic for all locations must be preserved and must be shared with WBSEDCL on requirement. Any reports as asked by government agencies/auditors related to IT security issues or incidents to be provided.
- SW.1.5.** Incident if any related to Link or DDOS needs be reported at earliest and as per Cert-in guidelines.
- SW.1.6.** The existing Router and or SDWAN device, Switch & LAN port will be used for holding the proposed Internet Connection. Also, upgradation to SDWAN

may happen and same to be supported.

SW.1.7. Call docket will be done on official mail id provided by bidder.

SW.2. Hand Over & Take Over of the System after Completion: Successful vendor shall hand over the entire system after successful trial-run. Vendor shall complete installation & commissioning (with successful trial-run), as a whole, as per Scope of Work before handing over the system to WBSEDCL. The concerned site office in charge will provide Commissioning certificate if all provisions are met satisfactorily by the vendor.

SECTION: III

General Conditions of Contract [GCC]

GCC.1. General Terms:

- GCC.1.1.** The entire work shall be executed on TURN KEY concept.
- GCC.1.2.** Existing UPS power from UPS to IT equipment's will have to be taken from WBSEDCL end.
- GCC.1.3.** The established link should be scalable up to 1 Gbps 1:1 at least.
- GCC.1.4.** Any hardware like Mux/Modem which is required will be provided by successful bidder and it will be included in services. The hardware shall be property of the successful bidder and will be responsibility of the successful bidder. The hardware shall be maintained free of cost.
- GCC.1.5.** A comprehensive fiber layout plan and DDOS mitigation plan has to be submitted at WBSEDCL's end.
- GCC.1.6.** The WBSEDCL reserves the right to reject the contract if any deviation from tendered specifications is found in the service any point of time and the same is not rectified even after ticketing.
- GCC.1.7.** The Bidder should submit system generated report of total uptime and availability / packet loss for monthly basis.
- GCC.1.8.** The bidder shall ensure an uptime of 99.5% for the entire duration. Failing so will attract penalty as per Uptime Calculation & Penalty clause.
- GCC.1.9.** The vendor has to provide onsite support, when required.
- GCC.1.10.** Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the bidders' proposal to meet the technical specifications and the completion time.
- GCC.1.11.** The bidder has to furnish all the information as required regarding their offer, along with declaration that it complies to clauses of Scope of Work.
- GCC.1.12.** The bidder shall satisfy WBSEDCL with his ability to complete the works positively within the stipulated time.
- GCC.1.13.** 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.
- GCC.1.14.** The Company reserves the right, to reject any or all the tenders, at its discretion, without assigning any reason whatsoever.

GCC.2. Service Level Agreement (SLA):This SLA describes the Service Levels applicable.

Non-achievement of a Service Level may attract penalties, as set out in this SLA. The bidder shall comply with the following SLA parameters applicable to each ILL link with DDoS protection:

SLA for link and DDoS uptime:

The Actual Uptime on Link and Anti DDoS service to be calculated in respective month and will be measured against total uptime hours 99.5%. If the downtime exceeds the total uptime hours following penalty in % will be applicable to each ILL links with DDOS protection:

Sl.No	Uptime	Penalty in % per month
1.	$>= 99.5\%$	0
2.	$> 99.0\% \text{ to } <= 99.5\%$	10
3.	$> 98.5\% \text{ to } <= 99.0\%$	20
4.	$> 98.0\% \text{ to } <= 98.5\%$	30
5.	$> 95.0\% \text{ to } <= 98.0\%$	50
6.	$> 90.0\% \text{ to } <= 95.0\%$	70
7.	$> 85.0\% \text{ to } <= 90.0\%$	80
8.	$> 80.0\% \text{ to } <= 85.0\%$	95
9.	$=< 80.0\%$	100

Example: In the Month of November total days is 30 and total down time in the same month in hours was 5 hours. In such case the Actual Uptime can be calculated as follows: Total hours in the month = $30 \times 24 = 720$ Actual Uptime Hours = $720 - 5 = 715$ Actual Uptime % = $(715/720) \times 100 \approx 99\%$. Then 10% penalty to be deducted from link service charge.

SLA for DDoS Mitigation: The service provider will mitigate DDoS attacks in real-time from the start of the attack. A 15-minute rebate will be given to mitigate the attack in a month. If the attack is not mitigated within that 15 min (rebate time), the link will be considered down, and a downtime penalty, as specified in the table above, will be deducted from the DDoS service charge for the respective link. The SLA will be applied to the ordered bandwidth of 3 Gbps only and not for any bandwidth exceeding this limit. A system-generated report from the vendor must be provided, and bandwidth consumption reports from our end will be used to calculate the SLA for the DDoS service. The vendor must provide a bandwidth consumption report monthly, and the SLA calculation will be done on a monthly basis.

Example: In the Month of November total days is 30 and total down time in the same month in hours was 5 hours due to non-mitigation of DDOS attacks. In such case the Actual Uptime can be calculated as follows: Total hours in the month = $30 \times 24 = 720$ Actual Uptime Hours = $720 - 5 = 715$ Actual Uptime % = $(715/720) \times 100 \approx 99\%$. Then 10% penalty to be deducted from DDOS service charge only.

SLA for Technical Parameters-

If NSP (Network Service Provider) fails to meet the Technical Parameters for Latency / Packet loss, then the link would be treated as down. Calculations to be done as per SLA Rebate for downtime.

1. Throughput: 100% non-blocking [symmetric]
2. Latency: < 80ms Domestic and < 250ms International.
3. Packet Loss/Drop: < 0.5%. A packet loss more than 2% will be considered downtime while the link utilization is not full.

GCC.3. Force Majeure :

GCC.3.1. WBSEDCL shall be under no liability if the vendor is prevented from carrying out any of the vendor's obligations by reason of war, Invasion, act of foreign country, hostilities, riots, civil commotion, mutiny, accident, earthquake, fires, floods, orders and / or restrictions and other cause beyond the reasonable control of the vendor. However, such force majeure circumstances are to be intimated immediately and to

be established subsequently with proper documents / proofs to the entire satisfaction of WBSEDCL.

GCC.3.2. WBSEDCL will not take any additional liability towards enhanced taxes, duties and price variation due to force majeure condition.

GCC.4. Cancellation/Termination of Order: Proper maintenance of the Routers to keep the same in working condition to be essence of contract and if, the bidder fail to do so within the contractual period, WBSEDCL shall be entitled to get it done with the best and nearest available substitute on the account and at your risk or to cancel the contract and you shall be liable to compensate for any loss or damage which WBSEDCL may sustain by reason of such failure on your part.

GCC.4.1. Non acceptance of LOA as per "Acceptance" clause.

GCC.4.2. Non submission of Performance BG within time.

GCC.4.3. If the performance of the work which entrusted to you is not found satisfactory.

GCC.4.4. If the vendor is found to have "Conflict of Interest".

GCC.4.5. In each above cases 15 days termination notice shall be issued prior to termination of LOA.

GCC.4.6. If vendor fails to execute the job within 1 month from placement of LOA then WBSEDCL may terminate the order and place it to next successful bidder.

GCC.4.7. If the performance of the work which is entrusted to successful bidder (L1) is not found satisfactory and order is terminated, then the L2 bidder may be awarded the LOA, if they are agreed to the rate of L1 bidder with same terms and conditions of L1 bidder. If the L2 bidder is not willing to perform the job or fails to execute the same then the next successful bidder will be approached to carry out the job with the same terms and conditions.

GCC.5. Performance Guarantee:

An amount of 110% of total sum of 100% of yearly rental charges (Link+Anti DDOS) excluding tax shall be the Bank Guarantee against advance payment with validity up to 30.09.2028 from LOA and claim period of three (3) months beyond validity period. The Bank Guarantee is to be submitted within 30 days from issuance date of LOA on non-judicial stamp paper of Rs.100/- by any Schedule Bank of RBI, as per format enclosed (ANNEXURE-V).The BG shall be submitted to the CE, IT&C Cell, 3rd Floor, 'D' Block, Vidyut Bhawan, WBSEDCL.

GCC.5.1. In addition to the Performance Security as mentioned above,

i) Additional Performance Security equal to 10% of the Total Contract Price (excluding taxes) shall be furnished, in the prescribed format, if the bid for items having variation of -20% to -50% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of LOA.

ii) Additional Performance Security equal to 20% of the Total Contract Price (excluding taxes) shall be furnished, in the prescribed format, if the bid for items having variation over -50% to -80% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of LOA.

Validity of all PBG will be up to 30.09.2028 from LOA and claim period of three (3) months beyond validity period. The additional performance guarantee should be in the form of Bank Guarantee on non-judicial stamp paper of Rs.100/- by any Schedule Bank of RBI, as per format enclosed (ANNEXURE-VI).The additional PBG shall be submitted to the CE, IT&C Cell, 3rd Floor, 'D' Block, Vidyut Bhawan, WBSEDCL.

GCC.6. Legal Jurisdiction:

- GCC.6.1.** During execution of this contract, if any dispute arises thereby, shall be settled amicably between WBSEDCL and bidder's to the extend possible.
- GCC.6.2.** All disputes or differences in respect of which the decision if any has not become final shall be settled through proper judicial procedure under the jurisdiction of Hon'ble High Court, Calcutta only. No arbitration procedure shall be allowed.
- GCC.6.3.** The necessary legal affairs and / or court case shall be exclusively within the jurisdiction of Calcutta High Court only.

GCC.7. Limitation of Liability:

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. This limitation shall not apply to the cost of repairing or replacing defective equipment/solutions.

GCC.8. Liquidated damage:

The timely completion of entire project including handing over the site to WBSEDCL as per "Execution Period" is the basic consideration and essence of the contract and WBSEDCL reserves the right to repudiate the contract if you fail to complete the work within stipulated period for completion. However, the ordering authority may at his discretion waive this condition with imposition of liquidated damage indicated herein below.

- GCC.8.1.** **Delay in establishment of ILL connectivity:** If you fail to complete the work (DDOS + ILL connectivity) within the completion time as stated in the Clause of "Execution Period", a L.D. at the rate of ½% of total order value per day of delay or part thereof subject to a maximum of 10% of total order value shall be imposed on you. As it is a turn-key project & mere provision of link cannot be construed as completion of work, hence for the purpose of this clause, work will be treated as finished only when successful commissioning by site in charge, trial run and handover-takeover of the said ILL connectivity is complete. Otherwise the total order value of work for that connectivity will be treated as unfinished and L.D. will be deducted from bills.
- GCC.8.2.** Liquidated Damage, if applicable during warranty period, will be recovered from any outstanding bills / bank guarantee lying / to be lying with WBSEDCL.

GCC.9. Risk Purchase / Performance:

Adherence to time schedules mentioned in the foregoing clauses shall be deemed as the essence of contract and if the vendor performance of the work which entrusted to bidder is not found satisfactory of such work in the contract order, WBSEDCL shall be entitled to execute the job through the best and nearest substitute available elsewhere on the account and at the risk of the contracting agency or to cancel the contract and the contracting agency shall be liable to compensate for any loss or damage which WBSEDCL may sustain by reason of such failure on the part of the Contracting Agency.

GCC.10. Submission of bills for payment : All the bills in triplicate along with forwarding letter relevant papers & documents are to be submitted to the IT Cell and will be addressed to the Chief Engineer IT Cell.

GCC.11. Terms of Payment:

Location wise bill to be submitted

GCC.11.1. **For Lease line and Anti DDOS service on rental basis:** As per applicability of dates for ILL1 and ILL2 links as mentioned earlier.

GCC.11.2. **On Link commencement:** Rental charges for the period from date of commissioning of ILL connectivity to 31/03/2027 will be paid in advance against proforma invoice on submission of 110% of Performance Bank Guarantee which will be total yearly rental of Link and Anti DDOS service charges.

GCC.11.3. **After 1st Year i.e., after 31/03/2027 :**

GCC.11.3.1. Final bill for the 1st year -Final bill for the period from date of commissioning of ILL connectivity and DDOS till 31/03/2027 along with that of system generated downtime (month wise minutes) for the period from date of commissioning of ILL connectivity and DDOS till 31/03/2027 against SLA.

GCC.11.3.2. Advance for the period the 2nd year i.e., from 01/04/2027 to 31/03/2028 -100% Yearly rental charges for the period from 01/04/2027 to 31/03/2028 will be paid in advance against proforma invoice for link and Anti DDOS.

GCC.11.4. **After 2nd Year i.e., 31/03/2028 :**

GCC.11.4.1. Final bill for the 2nd year -Final bill for the period from 01/04/2027 to 31/03/2028 along with that of system generated downtime for the period from 01/04/2027 to 31/03/2028 against SLA for both Link and Anti DDOS.

GCC.11.5. No partial bill would be entertained. If a site is commissioned or upgraded in a particular bill period then the bill for that site to be claimed in bill of that period only.

GCC.11.6. System generated Monthly downtime report (in minutes) is to be submitted by you for the bill period to WBSEDCL for calculation.

GCC.11.7. All the bills in triplicate with relevant documents to be submitted in both hard and its soft copy to the Controlling Officer at IT Cell for payment. Soft copy to be mailed at network.itcell@wbsedcl.in. The soft copy should be same as hard copy.

GCC.11.8. The commissioning certificate (to be provided by Site in charge) of ILL connectivity signed by controlling officer should be provided along with 1st bill.

GCC.11.9. Payments will be made through NEFT/RTGS mode in designated Bank details provided by you.

GCC.11.10. If you fail to submit normal rent bills of ILL link prior to two months of expiry of BG in consideration to the validity and claim period of the BG, the said BG shall be invoked by WBSEDCL without further reference.

GCC.11.11. Billing for bandwidth and DDOS would be done on pro-rata basis of rate quoted for any other bandwidth. Eg. If Company X , gets successful as L1 and takes 7 days time for link upgradation from 200 to 300 Mbps then for 7 days 200 Mbps billing would be done on pro-rata basis of rate quoted for 300 Mbps.

GCC.12. Confidentiality and Contract Agreement :

The bidder shall agree that they shall keep all information and facts which may come to their knowledge during the term of this contract as confidential information including configuration, data, procedures and any information to which WBSEDCL becomes a party pursuant to this contract or any activities of the WBSEDCL. They shall agree that they shall not disclose such information to any third party directly or indirectly or use the same

or permit the same to be used for any purpose whatsoever except for performing obligations, pursuant to this contract. It is further agreed that this does not preclude from disclosing this information to any statutory authorities, government, court or investigation agencies etc. if due notice is served for disclosing such information. However before disclosing such information you shall consult WBSEDCL. In this regard a Non-Disclosure Certificate (Annexure-X) and Contract Agreement (Annexure-IX) to be submitted along with LOA acceptance and undertakings. You shall have to be entered into a Contract Agreement 15 (fifteen) days from the issue of the Letter of Award (LOA) with West Bengal State Electricity Distribution Company Limited (WBSEDCL) for the proper fulfilment of the contract as per Proforma (Annexure-IX).

GCC.13. WBSEDCL personnel for liaison:

GCC.13.1. Controlling Officer: Additional Chief Engineer, IT Cell. – He/She would issue the successful completion certificate.

GCC.13.2. Nodal Officer: Superintending Engineer/Divisional Engineer, IT Cell – He/She would supervise & monitor all the activities.

GCC.13.3. Paying Authority: Manager, IT Cell, Vidyut Bhavan.

BID PROPOSAL

From:

Bidder's Name and Address :
Contact person :
Designation :
Telephone No. - :
Fax :
Tender Reference :

To

**The Chief Engineer,
IT Cell,
West Bengal State Electricity Distribution Company Limited,
3rdFloor, Block-'C' & 'D', VidyutBhavan,
Bidhannagar,
Kolkata- 700091**

Sub- Invitation to bid for Implementation of SD-WAN, Managed Switch and Network Upgradation under WBSEDCL

Dear Sir,

1. 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 as set forth in your Bid-Document. 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.
 - a) **PRICES AND VALIDITY :**
 - i. 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.
 - ii. GST and/or any other applicable tax in lieu of GST as per law of land and other Levies, if any, applicable on transaction from us to you payable extra by you against production of documentary evidence to be submitted by us. GST and/or any other applicable tax in lieu of GST as per law of land shall be payable on over or above the quoted rate as applicable value and at prevailing rate.
 - b) **BID GUARANTEE :**

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

c) 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 three percent (3%) of the Contract Price as stipulated in Bid document in the form of Bank Guarantee (Please specify the form of guarantee) in your favour and enter into a formal agreement with you within 30 (Thirty) 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.....2026

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

Annexure-II**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 (on non-judicial stamp paper of appropriate value)		
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	Email Id		
2	Mobile No		
3	Correspondence Address		

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 -V		
	<i>i. Scanned Copy of BG</i>		
	<i>ii. BG Number</i>		
	<i>iii. BG Issue Date</i>		
	<i>iv. Issuing Bank Name</i>		
	<i>v. IFSC of Issuing Bank</i>		
	<i>vi. Email Id of Contact Person from Issuing bank for Confirmation of BG</i>		

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 properly filled Bid Proposal as per Annexure-I		
4	Signed Copy of properly filled Bid Details as per Annexure-II		
5	Signed Copy of properly filled Mandatory Conditions mentioned in Annexure –XI		
6	Signed Copy of properly filled Non Disclosure Agreement as per Annexure X		
7	Signed Copy of properly filled Contract Agreement as per Annexure IX		

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

Financial Statements - Balance Sheet			
Sl. No	Financial Year	Net Worth (in Lakh INR)	Page No in technical Proposal
1	2024-25		
2	2023-24		
3	2022-23		

Annexure-III

**PROFORMA FOR BANK GUARANTEE
FOR BID GUARANTEE (EMD)
(To be stamped in accordance with Stamp Act)**

Ref. No.:

Date:

To

The Chief Engineer,
IT Cell,
West Bengal State Electricity Distribution Company Limited,
3rd FLOOR, 'C' & 'D'- BLOCK, Vidyut Bhavan,
DJ Block, Sector - II,
Salt Lake, Bidhannagar,
Kolkata- 700 091.

Dear Sirs,

In accordance with your Notice Inviting e-Tender (NIEt) 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 Ltd.(WBSEDCL) 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 upto the period of **180 (one hundred and eighty) days from the date of opening Technical Proposal**. 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 Ltd.(WBSEDCL) under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless WBSEDCL brings any suit or, section to enforce a claim under this Guarantee against the Bank within six months from the above mentioned expiry date of validity or, from that of the extended date.

In witness whereof the Bank, through its authorised Officer, has set its hand and stamp on this _____ day of _____ 20 _____ 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.

Statement of Deviation from Terms and Conditions of Bid Document

To,

**The Chief Engineer,
IT Cell,
West Bengal State Electricity Distribution Company Limited,
3rd FLOOR, 'C' & 'D'- BLOCK, VidyutBhavan,
DJ Block, Sector – II,
Salt Lake,Bidhannagar,
Kolkata- 700 091.**

Reference: NleT NoDated.....

Sir,

There are no deviations (null deviations) from the terms and conditions of the Bid document. All the terms and conditions and all other clauses of the Bid document are acceptable to us.

Signature _____

Name:

Designation:

Date:

Annexure-V

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE
(To be stamped in accordance with Stamp Act)

Bank Guarantee No._____

Ref No._____

Date:_____

To,

West Bengal State Electricity Distribution Company Limited,
3rd FLOOR, 'C' & 'D'- BLOCK, Vidyut Bhavan,
DJ Block, Sector - II,
Salt Lake, Bidhannagar,
Kolkata- 700 091.

Dear Sirs,

In consideration of West Bengal State Electricity Distribution Company Ltd (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 Letter of Award No./Order No. _____ dated _____ valued at _____ for _____ (Scope of Contract) and the Selected bidder(s) having agreed to provide a Contract Performance Guarantee of Rs. _____ for the faithful performance of the contract. We _____ (Name and Address) having its Head Office at _____ hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns do hereby guarantee and undertake to pay WBSEDCL, on demand any and all moneys payable by the Contract to the extent of _____ as aforesaid at any time upto (day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Selected bidder(s). Any such demand made by WBSEDCL on the Bank shall be conclusive and binding notwithstanding any difference between WBSEDCL and the Selected bidder(s) or any dispute pending 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 Selected bidder(s). 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 Selected bidder(s) 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 Selected bidder(s) 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 these provisions 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 Selected bidder(s) and notwithstanding any security or other guarantee that WBSEDCL may have in relation to the selected bidder(s)'s liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ and shall remain in force upto and including _____ and shall be extended from time to time for such period, as may be desired by M/s. _____ to whose behalf this guarantee has been given.

All rights of WBSEDCL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless the WBSEDCL brings any suit or action, to enforce a claim under this guarantee against the Bank within six months from the above-mentioned date or from the extended date.

Dated this _____ day of _____ 20 ____ at _____

Witness:

(Signature) (Signature)

(Name) (Name)

(Official address) (Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____ Date

Annexure-VI

FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To
The Chief Engineer, IT Cell, WBSEDCL
3rd floor, D Block, Vidyut Bhavan
DJ Block, Sector - II, Salt Lake, Kolkata - 700 091

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 upto 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 202.....at

SIGNED, SEALED AND DELIVERED
by:

For and on behalf of the BANK
(Signature)
(Name)

Annexure-VII

Pre-BID Query Format

Name of the Bidder:

Sl. No.	Clause No of the Tender Document	Page No of the Tender Document	Text Details	Query Details	Justification of the Query	Remarks
1						
2						
..						
..						

		Item Rate BoQ				
		Validate	Print	Help		
Tender Inviting Authority: Chief Engineer, IT CELL, WBSEDCL.						
Name of Work: Internet Lease Line connections 300 Mbps (1:1) with Anti DDOS service (3 Gbps) for Data Centre, Disaster Recovery Centre, Vidyut Bhawan under WBSEDCL..						
Contract No: WBSEDCL/IT & C/6.10/2208 dated 02.01.2026						
Name of the Bidder/ Bidding Firm / Company :						
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)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Internet Lease line and DDOS under WBSEDCL					
1.01	Rate (in Rs.) for 300 Mbps (1:1) Internet Lease line for One (1) year	3.000	Nos		0.00	INR Zero Only
1.02	Rate (in Rs.) for 3 Gbps Polled DDOS for One (1) year	1.000	Nos		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

ANNEXURE-IX

PROFORMA OF "CONTRACT AGREEMENT"

(To be executed on non-Judicial stamp paper of Rs. 100/-)

This Agreement made this.....day of.....two thousand..... between West Bengal State Electricity Distribution Company Limited, having its head office at Vidyut Bhawan, Bidhannagar, Kolkata – 700 091 (hereinafter referred to as 'Owner' or 'WBSEDCL', which expression shall include its administrators, successors and assigns on one part) and **M/S** ----- (hereinafter referred to as the 'Contractor', which expression shall include its administrators, successors, executors and permitted assigns) on the other part.

AND WHEREAS **M/S** ----- had awarded the Contract on terms and conditions, documents referred to therein, which have been acknowledged by **M/S** ----- resulting into a "Contract".

1) NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

1.0 Article

1.1 Award of Contract

WBSEDCL awarded the Contract to Contractor for the establishment, monitoring, and management of ILL Connectivity with Anti DDoS for different Site Offices under WBSEDCL **on the terms and conditions contained in its Letter of Award No. -----** ----. and the documents referred to therein. The award has taken effect retrospectively from the date of issue of the Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the 'Contract Documents' referred to in the succeeding Article.

2.0 Documentation

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").

i. LOA No. -----

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conform to the Bidding Documents and what has been specifically agreed to by the Owner in its Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its 'Proposal' but not agreed to specially by the Owner in its Letter of Award shall be deemed to have been withdrawn by the Contractor. For the sake of brevity, this agreement along with its aforesaid Contract Documents shall be referred to as the 'Contract Agreement'.

3.0 Conditions & Covenants

3.1 The scope of Contract, Consideration, Terms of Payment, Taxes wherever applicable, Insurance, Liquidated Damage, SLA, Performance Guarantees, Annexure requirements and all other terms and conditions as contained in WBSEDCL's Letter of Award No. ----- shall be read in conjunction with Contract Documents. The Contract shall be duly performed following the Contract Documents.

3.2 The scope of work shall also include supply and other activities of all such items which are not specifically mentioned in the Contract Documents, but which are needed for successful, efficient, secure and reliable operation unless otherwise specifically excluded in the specifications under 'exclusions', or 'Letter of Award'.

3.3 Restoration, maintenance, and troubleshooting of the ILL with Anti DDoS shall be carried out solely by the ISP's authorized personnel. All WBSEDCL applications, services, protocols, and IP/port access permitted by WBSEDCL must function securely and without interference. While Internet-bound traffic will naturally egress from the WBSEDCL network through the ILL, under no circumstances shall any WBSEDCL internal/utility traffic be routed, mirrored, or transported outside the WBSEDCL network for monitoring, analysis, or any other purpose except where explicitly required for the project and permitted under the terms of the contract. Likewise, no external or unauthorized traffic shall be introduced into the WBSEDCL network through the ILL link.

3.4 The contract performance guarantee furnished by the Contractor is irrevocable and unconditional and the Owner shall have the powers to invoke it notwithstanding any dispute or difference between the owner and the contractor pending before any Court, Tribunal or any other authority.

3.5 This Agreement constitutes full and complete understanding between the parties and terms of the presents. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

4.0 SETTLEMENT OF DISPUTES

- 4.1** During execution of this contract, if any dispute arises thereby, shall be settled amicably between WBSEDCL and yourself to the extent possible.
- 4.2** **The necessary legal affairs and / or court case shall be exclusively within the jurisdiction of Hon'ble High Court at Calcutta only.**
- 4.3** **Notice of Default: Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by fax or by registered mail with acknowledgements due addressed to the signatories at the addresses mentioned at Kolkata.**

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Kolkata.

(Signature of Ordering Authority with Printed Name, Designation, Office Seal)

(Signature of Contractor with Printed Name, Designation, Company's Seal)

ANNEXURE-X

NON-DISCLOSURE CERTIFICATE

(To be executed on non-Judicial stamp paper of Rs. 100)

Ref.-

Date-

To

**The Chief Engineer
IT & C Cell, D Block,
Vidyut Bhavan.,
Block-DJ, Sector-I, Kolkata- 700091**

Dear Sir(s)

.....(Name of Vendor) [hereinafter referred to as 'Our', 'We' and 'Us'] hereby confirm the terms of our certificate i.r.o confidentiality and non-disclosure of the information to others which WBSEDCL will be making available to us.

WBSEDCL will be providing us access to office premises, network , security related devices , other related access, infrastructure details and other information's which relate to allied activates for this project.

The information may be disclosed to us either in writing or by access to systems or devices or raw data/information. In consideration for WBSEDCL granting this access to the information..... (Name of Vendor) agrees that

1. Subject to clause No. 7 below, we will keep the information strictly confidential and will not disclose it to any third party (other Vendor/Agency/ Bidder or its staff/ media authority / individual/ Company/organization) or any party/person not involved in this project in any form without prior written consent of WBSEDCL.
2. The devices, there configuration or any other WBSEDCL office related information or data will only be disclosed to those personnel of the Vendor who necessarily require or need to know it for the proper performance of their duties/execution of works in relation to this project and then also to the extent reasonably necessary. We will take appropriate steps to ensure that all personnel to whom access to the information is given are aware of its confidentiality.
3. The information disclosed to us by WBSEDCL will be used solely for the purpose of execution of this project.
4. We shall comply with the confidentiality and/or obligations set out herein above since inception of the LOA, till the completion of the project and shall share the same only to the authorized personnel of WBSEDCL. We hereby declare that we will not store, upload,

transfer, or process WBSEDCL's confidential information on any external cloud platform, AI tool, or third-party system unless expressly approved in writing by WBSEDCL.

5. The confidentiality shall be maintained during and even after the completion of this project and shall only furnish details upon receipt of written instruction of WBSEDCL. We shall store and handle WBSEDCL's confidential information using industry-standard security controls, including role-based access, encryption, and restricted storage. In the event of any actual or suspected breach of confidentiality, we shall immediately notify WBSEDCL and fully cooperate in all investigation and mitigation measures, in accordance with applicable Government of India laws and prescribed data-protection requirements.
6. Upon completion or termination of our involvement in this project, and upon receiving written instructions from WBSEDCL, we shall return all information disclosed to us or generated by us within a reasonable period. Except for retention of professional records strictly required by law, we shall securely delete all remaining confidential information. We further certify that all soft copies, backups, logs, configurations, extracted data, and any derivative information have been permanently destroyed in accordance with WBSEDCL's instructions. WBSEDCL shall have the right to verify compliance with confidentiality obligations, including destruction of information, through audit or written confirmation.
7. The obligation contained above shall not apply to any information which
 - i. is or becomes publicly available (otherwise than through a breach of this certificate)
 - ii. is already in vendor's possession without any obligation of confidentiality.
 - iii. is obtained by vendor from a third party without any, obligation of confidentiality.
 - iv. is independently developed by vendor outside the scope of this certificate.
 - v. Vendor is required to disclose by any legal obligation or by order of a regulatory authority
8. This certificate shall remain in full force and effect until the occurrence of the following event or the expiry of the following timeline, whichever is later
 - a. Completion of the project or termination of the contract (for any reason whatsoever), and fulfilment of all obligations relating to the return or secure destruction of information as specified in Clause 6; and
 - b. Execution of a subsequent agreement between the parties executed for the continuation or extension of the purpose covered under this certificate.
9. This certificate shall be governed by and construed in accordance with the laws of India. Any dispute related to this certificate shall be subject to the exclusive jurisdiction of the Honorable High Court at Calcutta.

Anything found in contravention of the above, WBSEDCL may impose penalties, recover damages, blacklist the Vendor, or terminate the contract.

Signature with Office Seal

Annexure-XI**Mandatory Condition**

Sl No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No
1	The Bidder should be a Class A ISP license/ULD license holder issued by Government of India and the bidder should have acquired valid NLD and ISP License from DOT.	Relevant documents.	
2	The bidder should not have been blacklisted from any Govt. organization across India in last three calendar years and undertaking in this regard shall be provided by the authorized signatory of the bidder. During contract period if the undertaking submitted by the vendor is found to be false, the order issued on vendor shall be terminated with the forfeiture of the BG.	Undertaking letter to be provided.	
3	The bidder should have a minimum annual turnover of INR 10 crore (Rupees Ten Crore only) in each of the last three financial years ending on 31.03.2025 (i.e., FY 2022–23, 2023–24, and 2024–25).	CA certified document	
4	The bidder must have one office in Kolkata, West Bengal for providing necessary support. If office already exists in Kolkata or details of the office needs to be provided by the selected bidder prior to placement of the LOA (Letter of Award)/ contract.	<p>a. Relevant Documents supporting the existence of an office in kolkata.</p> <p>b. Declaration signed by the Authorized Signatory to open an office in Kolkata prior to placement of the LOA (Letter of Award)/ contract.</p>	
5	Must Comply with all statutory obligations.	<p>Provide the following required nos. in a separate sheet duly attested with following supporting documents.</p> <p>i. Copy of PAN Card</p> <p>ii. GST Certificate</p> <p>iii. Corporate Identification Number (CIN)</p>	

Signature of the bidder with Office Seal

SCHEDULE OF BIDS

1	Name of the bidder with Registered office address Tel No./Fax no./E-mail address	:	
2	Category of organization/company of the bidder with CIN Number	:	
3	Name of the Authorized Signatory for the Bid	:	
4	a) Earnest Money (Amount and in the form of BG/Online Payment) submitted:	:	
	b) In case EMD is submitted via BG, Branch Name of the Branch, Name of the Bank, Communication Address & IFSC code of the BG issuing bank	:	
5	Goods and Services Tax (GST) registration No.	:	
6	Professional Tax Registration Number	:	
7	Address of Kolkata office and Tel no/Fax no/E.mail address with the name of contact person	:	
8	Valid Trade License Number	:	
9	PAN Card No	:	
10	Offer valid upto	:	180 days from the next date of opening of Tender.
11	The price should be Firm.	:	The Prices are Firm.
12	If any deviation, please mention in deviation sheet enclosed (deviations mentioned elsewhere will not be considered)	:	No Deviation

(Signature and Seal of Bidder)

Form - II

CHECK LIST

Bidders are required to upload the scan copy of all the documents, required as per tender specification and NIET and verify before submission of Tender and also upload the Check list in the following format, duly digitally signed.

Sl. No.	Scanned Copy of Documents to be uploaded	Name of folder	To be submitted in cover	Submitted (Y/N)
1	Earnest Money Deposit -Scanned copy BG (Annexure -III) if EMD paid through BG	Drafts	Statutory cover (Technical proposal)	
2	The contact details (communication address, mobile No. and email address) of the branch of the concerned Bank where the Bank Guarantee is issued	Drafts	Statutory cover (Technical proposal)	
3	Bid Proposal (Annexure-I)	Annexures	Statutory cover (Technical proposal)	
4	Price schedule in un-priced condition (Annexure-VIII).	Annexures	Statutory cover (Technical proposal)	
5	Bid Details (Annexure-II)	Annexures	Statutory cover (Technical proposal)	
6	Deviation Sheet (Annexure-IV)	Annexures	Statutory cover (Technical proposal)	
7	Blank Format of Proforma for bank guarantee for contract performance (Annexure-V)	Annexures	Statutory cover (Technical proposal)	
8	Contract Agreement (Annexure-IX)	Annexures	Statutory cover (Technical proposal)	
9	Non-Disclosure Agreement (Annexure-X)	Annexures	Statutory cover (Technical proposal)	
10	Mandatory Condition (Annexure-XI)	Annexures	Statutory cover (Technical proposal)	
11	Notice Inviting e-Tender	NIT	Statutory cover (Technical proposal)	
12	Addenda / corrigenda, if published	NIT	Statutory cover (Technical proposal)	
13	Schedule of bids duly filled in (Form-I)	Forms	Statutory cover (Technical proposal)	
14	Summary statement of annual turnover (Form-III)	Forms	Statutory cover (Technical proposal)	
15	Declaration of not being Blacklisted/Debarred/ Put on Holiday list (Form-V)	Forms	Statutory cover (Technical proposal)	
16	Self-declaration by Proprietor of the Bidding Company for not being Blacklisted/Debarred/ Put on Holiday list (Form-VI)	Forms	Statutory cover (Technical proposal)	
17	Declaration regarding no litigation against WBSEDCL (Form-VII)	Forms	Statutory cover (Technical proposal)	
18	Proforma for undertaking to be submitted by the Bidders (Form-IV,VIII)	Forms	Statutory cover (Technical proposal)	
19	Format of Letter of Bid (Form-IX)	Forms	Statutory cover (Technical proposal)	
20	Certificate of Incorporation indicating the CIN number	Company details	Non-statutory cover (Technical proposal)	
21	Copy of Valid copy of PAN Card	Certificates	Non-statutory cover (Technical proposal)	
22	Copy of Valid Goods and Services Tax (GST) Registration certificate	Certificates	Non-statutory cover (Technical proposal)	
23	The bidder should have a minimum annual turnover of INR 10 crore (Rupees Ten Crore only) in each of the last three financial years ending on 31.03.2025 (i.e., FY 2022–23, 2023–24, and 2024–25).	Certificates	Non-statutory cover (Technical proposal)	
24	The bidder must have one office in Kolkata, West Bengal for providing necessary support. If office already exists in Kolkata or The details of the office needs to be provided by the selected bidder prior to placement of the LOA (Letter of Award)/ contract.	Credential	Non-statutory cover (Technical proposal)	
25	Bill of Quantities.	BOQ	Finance cover (Financial proposal)	

(Signature and Seal of Bidder)

Form -III**Certificate regarding Summary Statement of Yearly Turn over**

This is to certify that the following statement is the summary of the audit report /tax audit report arrived in favour of for the three consecutive years or for such period since inception of the Firm, if it was set in less than such three year's period.

Sl. No.	Financial		Remarks
	Year	Turnover rounded up to two digits after decimal (Rs. In Lakh)	
1.	2022-23		
2.	2023-24		
3.	2024-25		
Total			

Average Turnover:

Note:

Average turnover is to be expressed in lakh of rupees, rounded upto two digits after decimal.

(Signature and Seal of Bidder)

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

(For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I -----, Partner/Legal Attorney/ Accredited Representative of
M/s -----, solemnly declare that:

1. We are submitting Tender for the Work ----- against Tender Notice No. ----- dt. -----
2. None of the Partners of our firm is relative of employee of ----- (Name of the Company).
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/ incorrect any time, department may cancel my Tender 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.

(Signature and Seal of Bidder)

Dated-----

(On the Bidder's Letterhead)

Declaration of not being Blacklisted/Debarred/ Put on Holiday list

Certified that our Company, M/s is not blacklisted/debarred/suspended or put on Holiday list by any Statuary/Regulatory/Government Authorities/ State Electricity Utility/ PSU in India.

It is certified that the information furnished above is true to the best of my knowledge and belief.

Bidder's Name:

Signature of the Tenderer:

Designation:

Seal of the Company:

Date:

(On the Bidder's Letterhead)

Self-declaration by Proprietor of the Bidding Company for not being Blacklisted/Debarred/ Put on Holiday list

I hereby confirm and declare that, none of the other concerns of which I am a proprietor / Managing Partner are blacklisted/ debarred/ suspended or put on holiday list by any Statutory/ Regulatory/ Government Authorities/ State Electricity Utility/ PSU in India.

It is certified that the information furnished above is true to the best of my knowledge and belief.

Signature of the Proprietor:

Name:

Designation:

Seal of the Company:

Date:

(On the Bidder's Letterhead)

Declaration regarding no litigation against WBSEDCL

We hereby declare that, no legal litigation/arbitration is pending/ongoing against WBSEDCL in any court/Forum against/by the bidder or its sister concern/Director/Partner/Proprietor.

If it is found at any stage of tendering, our offer will be rejected and I/We don't have any objection on the same.

Bidder's Name:

Signature of the Tenderer:

Designation:

Seal of the Company

Date:

PROFORMA FOR UNDERTAKING TO BE-SUBMITTED BY THE BIDDER

(For genuineness of the information furnished on-line and authenticity of the document Produced before Tender Committee for verification in support of his eligibility)

I,,Partner/Legal Attorney/Accredited Representative of M/s, solemnly declare that:

1. We are submitting Tender for the Work Against Tender Notice No. dt.....
2. None of the Partners of our firm is relative of employee of (Name of the Company)
3. All information furnished by us in respect of fulfilment of eligibility criteria and Qualification information of this Tender is complete, correct and true.
4. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender 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.

(Signature of Authorized Signatory)

Name:

Designation:

Seal:

Format of Letter of Bid

LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-Tendering PORTAL OF NIC)

To

The Tender Committee

Sub: Letter of Bid for the work

.....
.....
.....
.....

Ref: 1. NIT No. Dated

2. Tender Id No.

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

This Bid and your subsequent Letter of Acceptance Work Order shall constitute a binding contract between us.

We hereby confirmed our acceptance of all the items and conditions of the NIT document unconditionally.

(Signature of Authorized Signatory)

Name:

Designation:

Seal:

LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-Tendering PORTAL OF NIC)

To ,
The Chief Engineer, IT Cell,
WBSEDCL, 3rd FLOOR, 'C' & 'D'- BLOCK,
Vidyut Bhavan, DJ Block, Sector – II,
Bidhannagar, Kolkata- 700 091.

Subject: Undertaking regarding exclusivity of Last-Mile Fiber Vendor for Internet Leased Line Tender

We, _____ (Name of Bidder), having our registered office at _____, hereby submit this undertaking in connection with the tender for Provision of Internet Leased Line Services against Tender No. _____, dated _____.

We hereby solemnly affirm and declare that:

1. The last-mile fiber connectivity required for the execution of the above-mentioned Internet Leased Line project shall be provided through _____ (Name of Last-Mile Fiber Vendor).
2. We confirm that the above-mentioned last-mile fiber vendor is exclusively associated with us for this specific tender/project and shall not provide the same last-mile fiber connectivity to any other bidder for this tender.
3. The said exclusivity shall remain valid for the entire tender process, contract period, and any extension thereof, if awarded to us.
4. We take full responsibility for the performance, uptime, service levels, and compliance of the last-mile fiber connectivity as per the tender terms and conditions.
5. In the event that the above declaration is found to be false or misleading at any stage, we understand that our bid is liable to be rejected or the contract terminated, and appropriate action may be taken as per tender rules.

This undertaking is being submitted as a part of the tender compliance requirements and is binding upon us.

Signature with Date: _____

Name (in Block Letters): _____

Seal of the Company