

West Bengal State Electricity Distribution Company Limited
(A Government of West Bengal Enterprise)

(I T & Communication Cell)

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

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CIN: U40109WB2007SGC113473



WBSEDCL
NOTICE INVITING LIMITED TENDER

BID DOCUMENT

Internet Lease Line connection 200 Mbps (1:1) for Vidyut Bhawan under WBSEDCL

Estimated Tender Price: Rs 6,00,000 (Rs Six lakhs only)

Tender Notice No: WBSEDCL/IT&C/6.10/578

Dated: 29 /10/2024


Chief Engineer,
IT Cell, WBSEDCL

CONTENTS

<u>Description</u>	<u>Page</u>
1. INSTRUCTION TO BIDDER (IB) -- SECTION I	3
2. SCOPE OF WORK -SECTION II	12
3. GENERAL CONDITIONS OF CONTRACT (GCC)- SECTION III	13
4. Annexures - I to XI.	

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 implementation of Internet Lease Line connection **two (2) numbers** of **200 Mbps (1:1)** for Vidyut Bhawan **by two different Vendors** as per detail "Scope of Work" and other terms and conditions furnished in the different clauses of the bid document.
Tender is invited by the Chief Engineer, IT&C Cell, 3rd Floor, 'D'-Block, Vidyut Bhavan, Bidhannagar, Block-DJ, Sector-II, Kolkata 700091 through electronic tendering (e-tendering).
Bidders having optical fiber and link infrastructure present at Vidyut Bhawan are invited for participating in the tender by logging in to the website <http://wbtenders.gov.in>.

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 must have optical fiber/wireless network laid out at Vidyut Bhavan and with link infrastructure device at Vidyut Bhawan (VB) which must be in operation.**
- IB.2.3.** 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.2.4.** 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.3. Selection Criteria- In this tender, which involves parties competing for two internet lease lines, the following conditions will apply:

- IB.3.1.** It is imperative for the company to maintain two different networks for uninterrupted data connectivity and as such company maintains redundancy of links. Hence two different bidders are to be selected.
- IB.3.2.** Lease Line-1 link is expiring on 02-11-2024 and Lease Line-2 is expiring on 31-05-2025.
- IB.3.3.** In line with the WBSEDCL's requirements, if a bidder becomes the lowest bidder (L1) for Lease Line 1, said bidder may not be considered for the Lease Line 2. The next successful bidder will be awarded Link 2 at the rate quoted by L1. Also, present link service provider at Vidyut Bhawan for Lease Line 2 will not be considered for Lease Line1.
- IB.3.4.** If bidders fail to provide the connectivity or is not considered due to above mentioned reasons then next successful bidders may be selected at the rate quoted by L1.

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.

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

IB.4.4. 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.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 shall be disqualified. In the event of disqualification, the Bid Security of the bidder shall be forfeited for the time; cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

IB.5.2. Any Bidder 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.

IB.5.3. Any Bidder 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 execution of the contract.

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-others information about, or to influence the Tendering Process of either or each of the Bidder.

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:

Schedule of Dates for e-Tendering:

SL No	Activity	Date & Time
1	Publishing Date	29.10.2024 at 17.00 Hrs.
2	Document Download start date	29.10.2024 at 17.00 Hrs.
3	Pre- Bid query submission last date and time	05.11.2024 till 11.00 Hrs.
4	Date of Pre-bid Discussion at IT Cell, Vidyut Bhawan	05.11.2024 from 15.00 Hrs.
5	Bid submission start date	06.11.2024 at 17.00 Hrs.
6	Last date of physical submission of and EMD, if not submitted online	18.11.2024 till 14.00 Hrs.
7	Bid submission end date	18.11.2024 till 14.00 Hrs.
8	Technical Bid opening date	19.11.2024 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. Pre-bid discussion will be held at WBSEDCL as per schedule indicated in "**Key Dates Clause**" above to clarify the queries, if any, from the vendors in respect of tender. Selected vendors who shall purchase the Bid may participate (maximum two persons) in the said meeting for any such clarification.

IB.9.2. Relevant queries in soft copy EXCEL format as per ANNEXURE-VII must be sent on or before the last date for Pre Bid query submission as mentioned above. Mail must be sent to- network.itcell@wbasedcl.in with copy to ceit@wbasedcl.in.

IB.9.3. Non-attendance at the pre bid discussion will not be a cause for disqualification of the bidders.

IB.10. Amendment / Addenda of Bidding Documents: At any time, prior to the deadline of submission of Bid, WBSEDCL may, for any reason, modify the Bidding Documents by issuing Addenda / Amendments and the same will be uploaded in the website (<http://wbtenders.gov.in>) only in due time. WBSEDCL shall not have any obligation to inform the vendor through any other mode of communication.

IB.11. Language of the Bid: All correspondences and documents relating to the bid, exchanged by the bidder and WBSEDCL, shall be in English Language only.

IB.12. Period of validity of Bid: The bid shall remain valid for acceptance up to 180 (One hundred eighty) days from the date of opening of tender. WBSEDCL may request to extend Validity of the bid beyond 180 (One hundred eighty) days if required so, without any change in offer.

IB.13. Earnest money [Bid Guarantee]:

IB.13.1. The bidder desirous of taking part in a tender invited by Offices of WBSEDCL shall login to the e-Procurement portal of Government of West Bengal

<https://wbtenders.gov.in> using his login Id and password.

IB.13.2. The bidder shall select the tender to bid and initiate payment of EMD of Rs. **15,000/- (Fifteen Thousand Rupees Only)**. Following payment options are available for paying EMD amount through online mode:

IB.13.3. Net-banking through Payment Gateway.

IB.13.4. 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.13.5. 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-V 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.

IB.13.6. EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. Partial payment through online mode and remaining submission through BG is not allowed.

IB.13.7. General Instructions for Online Payment:

IB.13.7.1. The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment.

IB.13.7.2. 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.13.7.3. In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/ RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/ RTGS mode (challan mode}.

IB.13.7.4. 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.13.8. Refund/Settlement of EMD Amount:

IB.13.8.1. For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.

IB.13.8.2. The Bid Guarantee of unsuccessful bidders, if submitted through Bank Guarantee, will be returned against their written claim, to the Chief Engineer (IT&C Cell), WBSEDCL, giving the reference to the NIT, date of tender, amount and mode of Earnest Money deposited – all in a complete form, after placement of order on the successful bidder/bidders.

IB.13.8.3. 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 NIT. Successful bidder shall submit one letter addressed to Chief Engineer (IT&C Cell), WBSEDCL giving reference of NIT, date of tender, amount, mode of earnest money deposited and details of Performance Guarantee for requesting refund/return of EMD amount or bank guarantee, as applicable.

IB.13.8.4. 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.13.8.5. For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/13 since payment gateway facility used by E tender portal is maintained by ICICI.

IB.13.9. No interest shall be payable by WBSEDCL on the above Bid Guarantee.

IB.13.10. The Bid Guarantee shall be forfeited for any of the following reasons:

IB.13.10.1. If during the period of bid validity, the bidder withdraws or modifies the bid in part or as a whole.

IB.13.10.2. 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.13.10.3. If the successful bidder / bidders fails to extend the validity period of EMD as per **"Earnest Money" Clause** of bid document.

IB.13.10.4. If any cartel is formed by the tenderer in their quotation.

IB.14. Submission of Bid:

IB.14.1. Bids shall be submitted as under:

Tenders 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. Tenderers 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. Tenders are to be submitted in two folders - one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in the designated locations of Technical Bid.

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

IB.14.2. Technical Proposal

The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in covers (folders) and the same needs to be uploaded. The scanned documents may be joined and indexed with page numbering having contents description in the first page.

- a) Original **Bid proposal** ANNEXURE-I.
- b) **Bidder Details** in format as prescribed in Annexure-II of NIT. It shall be filled up properly by the bidder. It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.
- c) An undertaking letter that all the pages of Tender document, annexures along with any Addenda/Corrigendum have been read and agreed to.
- d) Scanned copy of Bank Guarantee (BG) towards EMD in format as prescribed in Annexure-V of NIT, in favor of WBSEDCL payable at Kolkata from any scheduled Bank of RBI. Issue date of BG shall be after NIT publication date. This clause will be applicable only for cases where Earnest Money Deposit (EMD) has been submitted through BG.

IB.14.3. Financial Proposal

The financial proposal shall contain **Bill of Quantity (BOQ)** as per Annexure III. Bidder has to quote the rate online in space marked for quoting rate in BOQ. (Only downloaded copies of the above document should be virus scanned, digitally signed and uploaded by the bidder).

- **Rate quoted for 200 Mbps link in BOQ will only be the selection criteria.**
- Rate quoted in Annexure XI for 500 Mbps and 1 Gbps will not be considered for selection and are being collected in case of any upgradation that may be required during order period.

IB.15. Submission of original copies of documents of Earnest Money Deposit if not done in online mode :

IB.15.1. Mode of Payment: EMD to be submitted as mentioned above.

IB.15.2. Place of submission: original copy of the BG, towards Earnest Money Deposit shall be submitted in the following office (If BG submitted in physical format) :
Office of the Chief Engineer,
IT & C Cell,
West Bengal State Electricity Distribution Company Limited,
Vidyut Bhavan, 3rd Floor, D-Block,
SaltLake, Sector-2,
Kolkata – 700091.

IB.15.3. Time of Submission- The original copies of BG towards EMD shall be submitted in a sealed envelope in the office as stated above within the date and time as specified in the NIT (**Mention the NIT number and Tender Notice Number and Name/Description on envelop**). If the bidder fails to submit the original copies within the due date and time his tender will not be opened and his bid will stand rejected.

IB.15.4. Conditional and incomplete tenders are liable to summary rejection.

IB.16. Opening and evaluation of tender

IB.16.1. 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.16.2. Technical proposals for those tenderers whose original copies of BG towards EMD (in case of submitted in offline mode) have been received will only be evaluated. Proposals corresponding to which original copy of BG towards EMD has not been received, will not be opened and will stand evaluated.

IB.16.3. The bidder shall not take any commercial deviation from the stipulation of Bid document. If the bidder takes any commercial deviation, his Bid may be liable for rejection.

IB.16.4. 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 tenderers.

IB.17. Opening of financial proposal (price bids).

IB.17.1. Financial proposals submitted by the tenderers in the prescribed format of BOQ (ANNEXURE-III) 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.17.2. No deviation in any form in the price-bid sheet is acceptable.

IB.17.3. The encrypted copies will be decrypted and evaluated online.

IB.17.4. 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.17.5. The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

IB.17.6. For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.

IB.18. Evaluation and Comparison of Bids (Price bids)

IB.18.1. On examination of documents submitted under different covers WBSEDCL will evaluate and compare the bids determined to be substantially responsive at each step.

IB.18.2. The bidder shall indicate the above prices clearly in the respective price schedule.

IB.18.3. If Rebate / Discount are offered, the overall discount on ex-works price only in percentage is to be given. The financial impact of Rebate / Discount shall also be brought out in the Summary Price Bid.

IB.18.4. Conditional Rebate / Discount, if any, offered by any Bidder shall be outside the purview of commercial terms & conditions & shall not be considered during Bid evaluation.

IB.18.5. 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 NIT.

IB.18.6. No separate packing & forwarding charge will be paid extra. Any variation, up or down, in taxes & duties or any new levy introduced subsequent to bid opening will not be considered for comparison of bids.

IB.18.7. All prices should be given item wise, although evaluation will be made on total price of all items. Incomplete or partial quotation will not be accepted and shall be liable to be rejected.

IB.18.8. Price should be quoted in the BoQ as per format. No deviation in any form in the BoQ is acceptable. The quoted price shall remain firm throughout the period of the contract and no adjustment shall be made to the contract price in respect of rise or fall in cost of Installation & Commissioning Charge.

IB.19. 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 **7 (seven) days** from zero date. Date of issuance of LoA (Letter of Award) shall be considered as zero date. The entire work need 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.20. Taxes, Duties and other levies:

No custom duty will be paid by WBSEDCL. Goods Service Tax (GST) applicable shall be paid extra.

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

IB.20.1. IB.22.1 Compliance of Labour Laws: The bidder shall comply with all the statutory labour laws to protect the employees/workers engaged by them.

IB.20.2. IB.22.2 Statutory obligations as per law of land are to be complied.

IB.21. Period of Contract: Period of contract shall be up to 31.03.2026 from the commissioning date (for both Lease Line1-expiring on 02-11-2024 and Lease Line 2-expiring on 31-05-2025) and 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. The period of contract will be

IB.21.1. If active/existing service provider is successful bidder then -Lease Line 1 proposed period is from- (date of placement of LOA to 31.03.2026), while Lease Line 2 proposed period is from- (01.06.2025 to 31.03.2026).

IB.21.2. If different service provider is successful bidder-Lease Line 1 proposed period is from- (date of placement of LOA to 31.03.2026), while Lease Line 2 proposed period is from- (01.05.2025 to 31.03.2026).

IB.21.3. Start date of proposed period may vary depending upon tendering process.

IB.22. 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.23. 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.24. 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.25. 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.26. 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.27. 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.28. Communication: The successful vendor, for communicating with WBSEDCL, for this job may use the following modes.

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

IB.29. Representative of Vendor:

IB.29.1. 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.29.2. 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]

To provide Internet access at gateway level through 200 Mbps 1:1 uncompressed symmetric Internet Lease Line at Vidyut Bhawan along with **minimum of 8 static IPv4** addresses. If required IPv6 pool to be provided.

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

SW.1. Scope of Work: The project shall be on turnkey basis.

SW.1.1. Internet connectivity at Corporate Office:

- SW.1.1.1. The terminating link should provide 200 Mbps leased internet connection. Contention ratio 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 as the link is for DC
- 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 27001:2013/2022 requirements and must be aware of Information security requirements.

SW.1.2. The existing Router, Switch & LAN port will be used for holding the proposed Internet Connection.

SW.1.3. Any reports as asked by government agencies/auditors related to IT security issues or incidents to be provided.

SW.1.4. Call docket will be done to official mail id provided by bidder.

SW.1.5. Rate for 500 Mbps and 1 Gbps to be provided (Annexure XI) which may be used if upgradation required during order period. The rates will not be used for selection and only 200 Mbps as in BOQ will be used for selection process.

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 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 clause of SW 1.2 to SW 1.3.
- 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):

The Actual Uptime on fiber Link 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:

Sl.No	Uptime	Penalty in % per month
1.	> = 99.5%	0
2.	> 99.0% to <=99.5%	10
3.	> 98.5% to <=99.0%	20
4.	> 98.0% to <=98.5%	30
5.	> 95.0% to <=98.0%	50
6.	> 90.0% to <=95.0%	70
7.	> 85.0% to <=90.0%	80
8.	> 80.0% 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 X 24 = 720 Actual Uptime Hours = 720 – 5 = 715 Actual Uptime % = (715/720) X 100 ≈99%.

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:

- i. Throughput: 100% non-blocking [symmetric]
- ii. Latency: < 80ms Domestic and < 250ms International measured at PoP level.
- iii. 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 excluding tax shall be the Bank Guarantee against advance payment with validity up to 30.09.2026 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-IV). The BG shall be submitted to the CE, IT&C Cell, 3rd Floor, 'D' Block, Vidyut Bhawan, WBSedCL.

An additional performance guarantee equivalent to 10% of the contract amount has to be submitted by successful bidder if the bid is in the range of -20% to -80% of the estimated

rate. Validity of PBG will be 2 years from the date of LOA and claim period will be further 3 months. 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. Arbitration & Legal Jurisdiction:

- GCC.6.1.** During execution of this contract, if any dispute arises thereby, shall be settled amicably between WBSEDCL and yourself to the extent 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. 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.1.1. Delay in establishment of ILL connectivity:** If you fail to complete the work 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 certificate is issued. Otherwise the total order value of work for that connectivity will be treated as unfinished and L.D. will be deducted from bills.
- GCC.1.2.** Liquidated Damage, if applicable during warranty period, will be recovered from any outstanding bills / bank guarantee lying / to be lying with WBSEDCL.

gcc.8. Risk Purchase / Performance: Adherence to time schedules mentioned in the foregoing clauses shall be deemed as the essence of contract and if the vendor fail to deliver within the periods prescribed for such work in the rate 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.9. Submission of bills for payment :

- GCC.9.1.** All the bills in triplicate along with forwarding letter relevant papers & documents are to be submitted to the IT & C Cell and will be addressed to the Chief Engineer IT&C cell.

GCC.10. Terms of Payment:

- GCC.10.1. For Lease line on rental basis:** As per applicability of dates for ILL1 and ILL2 links as mentioned earlier in General terms and Conditions.
- GCC.10.2.** On Link commencement: Rental charges for the period from date of commissioning of ILL connectivity to 31/03/2025 will be paid in advance against proforma invoice on submission of 110% of total yearly rental charges of Bank Guarantee.
- GCC.10.3. After 1st Year i.e., after 31/03/2025 :**
- GCC.10.3.1.** Final bill for the 1st year -Final bill for the period from date of commissioning of ILL connectivity to 31/03/2025 along with that of system generated downtime for the period from date of commissioning of ILL connectivity to 31/03/2025 against SLA.
- GCC.10.3.2.** Advance for the period the 2nd year i.e., from 01/04/2025 to 31/03/2026 - 100% Yearly rental charges for the period from 01/04/2025 to 31/03/2026 will be paid in advance against proforma invoice.
- GCC.10.4. After 2nd Year i.e., 31/03/2026 :**
- GCC.10.4.1.** Final bill for the 2nd year i.e., from 01/04/2025 to 31/03/2026 - Final bill for the period from 01/04/2025 to 31/03/2026 along with that of system generated downtime for the period from 01/04/2025 to 31/03/2026 against SLA.
- GCC.10.5.** 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.10.6.** System generated Monthly downtime report is to be submitted by you for the bill period to WBSEDCL for calculation.
- GCC.10.7.** All the bills in triplicate with relevant papers, documents are to be submitted in both hard and its soft copy to the Controlling Officer at IT & C Cell for payment. Soft copy to be mailed at network.itcell@wbasedcl.in. The soft copy should be same as hard copy.
- GCC.10.8.** The commissioning certificate of ILL connectivity (signed by site in charge) should be provided along with 1st bill.
- GCC.10.9.** Payments will be made through NEFT/RTGS mode in designated Bank details provided by you.
- GCC.10.10.** 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.10.11.** Billing for bandwidth would be done on pro-rata basis of rate quoted for any other bandwidth. Eg. If Company X, gets successful as L1 in VB and takes seven days time for link upgradation from 90 to 200 Mbps then for seven days 90Mbps billing would be done on pro-rata basis of rate quoted for 200 Mbps.

GCC.11. Access Security Policy – To be submitted by bidder as per Annexure – X.

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-VIII) 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 & C Cell. - He would issue the successful completion certificate.
- GCC.13.2. Nodal Officer:** Superintending Engineer/Divisional Engineer, IT & C Cell – He would supervise & monitor all the activities.
- GCC.13.3. Paying Authority:** Manager, IT Cell, Vidyut Bhavan

Enclosure:

1. Annexure-I : Bid Proposal.
2. Annexure-II : Bid Details
3. Annexure-III : Price Bid Format/BoQ.
4. Annexure-IV : Format for Bank Guarantee for Contract Performance.
5. Annexure-V : Proforma of Bank Guarantee for Bid Guarantee(EMD).
6. Annexure-VI : Proforma for Additional Performance Guarantee.
7. Annexure-VII: Prebid Query Format.
8. Annexure-VIII : Non-Disclosure Agreement.
9. Annexure-IX : Contract Agreement.
10. Annexure-X : Access Security Policy
11. Annexure-XI : Rate for 500 Mbps and 1 Gbps

BID PROPOSAL**From**

Bidder's Name and Address :

Contact person :

Designation :

Telephone No.(Land Line & mobile) :

Fax :

Tender Reference :

To

The Chief Engineer,

IT Cell,

West Bengal State Electricity Distribution Company Limited,

3rd Floor, Block'D', Vidyut Bhavan.,

Bidhannagar,

Kolkata- 700 091.

Sub. : Invitation to bid for 200 Mbps ILL connectivity at Vidyut Bhavan/DC 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-Documents.
2. **PRICES AND VALIDITY :**
 - 2.1. The ex-works prices of all items/equipments and rate of erection, commissioning etc. stated in the bid are FIRM during the entire period of contract irrespective of date of completion and not subject to any price adjustment as per in line with the Bidding Documents. All prices and other terms and conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of the bids. We further declare that prices stated in our proposal are in accordance with your bidding.
 - 2.2. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
 - 2.3. All duties & taxes such as excise duty, sales tax (but not Surcharge in lieu of Sales Tax), Service Tax, Local Tax 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. Service tax shall be payable on over or above the quoted rate as applicable value and at prevailing rate.
3. **BID GUARANTEE :**

We have enclosed a Bid Guarantee in the form of Bank Guarantee from

West Bengal State Electricity Distribution Company Limited

.....drawn in favour of WBSEDCL for an amount of
Rs.....

4. DEVIATIONS :

We declare that contract shall be executed strictly in accordance with the specifications and documents except for the deviations, all of which have been detailed out exhaustively in our deviation schedules, in volume irrespective of whatever has been stated to the contrary any where else in our proposal.

Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our Deviation Schedules, save that pertaining to any rebates offered, shall not be given effect to.

5. WORK SCHEDULE :

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal, we fully understand that the work completion schedule stipulated in the proposal is the essence of the Contract, if awarded. The completion schedule of the various major key phases of the work will be as per time Schedule submitted by us and approved by WBSEDCL in order to maintain the completion time schedule of bid documents.

6. CONTRACT PERFORMANCE GUARANTEE :

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent to ten percent (10%) 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.

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

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

West Bengal State Electricity Distribution Company Limited

Bidder Details

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

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

Sl. No	Correspondence Details (will be used for communications related to this NIT)		Page No in technical Proposal
1	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. Scanned Copy of BG		
	ii. BG Number		
	iii. BG Issue Date		
	iv. Issuing Bank Name		
	v. IFSC of Issuing Bank		
	vi. Email Id of Contact Person from Issuing bank for Confirmation of BG		

West Bengal State Electricity Distribution Company Limited

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 properly filled Bid Proposal as per Annexure-I		
2	Signed Copy of properly filled Bidder Details as per Annexure-II		
3	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.		
4	An undertaking letter that all the pages of Tender document, all annexures along with any Addenda/Corrigendum have been issued and agreed to.		

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		

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Item Rate BoQ

Tender Inviting Authority: Chief Engineer, IT CELL, WBSEDCL

Name of Work: Internet Lease Line connection 200 Mbps (1:1) for Vidyut Bhawan under WBSEDCL

Contract No: WBSEDCL/IT & C/6.10/578 dated 29.10.2024

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 relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT WITHOUT TAXES	TOTAL AMOUNT WITHOUT TAXES (In Words)
1	2	4	13	54	55
1	Internet Lease line at Vidyut Bhavan, WBSEDCL				
1.01	Rate (Rs.) for 200 Mbps (1:1) Internet Lease line for One (1) year	1.000		0.00	INR Zero Only
Total in Figures				0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only			

West Bengal State Electricity Distribution Company Limited**PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE**

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. _____

Ref No. _____

Date : _____

To

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

Dear Sir,

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

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

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ and shall remain in force up to 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 enforce a claim under this guarantee against the Bank within three 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 _____

West Bengal State Electricity Distribution Company Limited

PROFORMA OF BANK GUARANTEE
FOR BID GUARANTEE (Earnest Money)
(To be stamped in accordance with Stamp Act)

Ref. No. :

Date :

To
The West Bengal State Electricity Distribution Company Limited
Vidyut Bhawan
DJ Block, Sector - II
Salt Lake, Kolkata - 700 091

Dear Sirs,

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

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

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

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

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

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

WITNESS:_____
(Signature)_____
(Signature)_____
(Name)_____
(Name)_____
(Official address)_____
(Designation with Bank Stamp)

Attorney as per Power of Attorney No. _____

Date _____

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

Annexure-VI-FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To
The Chief Engineer (IT&C), 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)
(Designation),
(Code Number),
Address

NOTEST (1) The bank guarantee should contain number of the officer(s) signing the guarantee. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter issuing Branch.

West Bengal State Electricity Distribution Company Limited
Tender for 200 Mbps ILL connectivity.

Pre-BID Query Format

Name of the Bidder

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

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, router /switch and other network devices related access, infrastructure details and other information's which relate to allied activities for MPLS VPN link/ILL maintenance.

The information may be disclosed to us either in writing or by access to computer systems or router 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 network devices/configuration or any other WBSEDCL office related information/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.

5. The confidentiality shall be maintained even after the completion of this project and shall only furnish details upon receipt of written instruction of WBSIEDCL.
6. On termination of our involvement in this project, and upon being requested to do so, we will return the information disclosed to us/generated by us within a reasonable period, subject to retention of proper professional records.
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 will cease to have its force upon the following condition or following the timeline whichever is later —
 - a) the expiry of 02-years post completion of the project from the date hereof. OR
 - b) the execution of a proper agreement between the parties in furtherance of the purpose.
9. This certificate shall be governed by and constructed in accordance with the laws of India. Any dispute related to this certificate shall be subject of adjudication by the Hon'ble courts under exclusive jurisdiction of the Hon'ble High Court at Calcutta.
- *Anything found in contravention of the above, WBSIEDCL shall be authorized to take any penal measure against the contractor and also proceed for termination of the contract*

Signature with Office Seal

ANNEXURE-III: 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 200 Mbps Internet Leased Line (ILL) Connectivity for Office 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 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 of the links unless otherwise specifically excluded in the specifications under 'exclusions', or 'Letter of Award'.

3.3 Restoration, maintenance or troubleshooting of links to be done by your personnel. All our applications, IP /port access, DNS resolutions, protocols etc. allowed by our end should work securely.

3.4 You shall ensure confidentiality, integrity and availability of WBSEDCL's information at all time and shall ensure prevention of unauthorized access to communications traffic. In case of any security incidents or breaches the same must be informed at this end and also government guidelines and policies in this regard needs to be followed.

3.5 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.

3.6 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: PROFORMA OF "Access Security Policy"**(To be submitted on non-Judicial stamp paper of Rs. 100/-)****Access Security Policy**

- User shall access only the appropriate physical area of the premises and appropriate information resource.
- Users shall not access any information resources of WBSEDCL, without prior authorization of the concerned officials of WBSEDCL.
- User shall not carry any Personal storage media like USB, Hard drives, DVD/CDs into secured zones like Data Centre, Disaster Recovery Centre, Vidyut Bhavan, etc.
- Users shall not access any information resources without the presence of WBSEDCL's authorized personnel.
- Any passwords and access privileges given shall not be disclosed to anyone inside and outside WBSEDCL's physical and logical boundaries.
- Users shall not engage in abusive or improper use of information resources, which includes, but is not limited to, misuse of resource/ privileges, tampering with resource and unauthorized removal of resource components.
- User shall not conduct or permit "hacker" activities. User shall not run "packet sniffers". Users shall not distribute computer viruses, Trojan horses, worms, or any other malicious software.

I hereby declare that I have understood the information security practices followed at WBSEDCL, and I shall adhere to the procedures.

Signature with Office Seal

West Bengal State Electricity Distribution Company Limited Tender for 200 Mbps ILL connectivity.		
Discovery Rate for 500 Mbps and 1 Gbps ILL connectivity		
Name of the Bidder		
Sl. No.	Bandwidth	Rate in INR without Taxes
1	500 Mbps	
2	1 Gbps	