

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

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 e-TENDER

(LOCAL COMPETITIVE BIDDING)

BID DOCUMENT

Procurement of 20 nos. Microsoft Windows server 2019 standard 2 core with minimum 2 years Software Assurance licenses for Data Centre, Rajarhat, IT&C Cell.

Cost of Bid Document : Rs.7080/-

Tender Notice No: WBSEDCL/IT&C/33.10(i)/2968

Dated: 28.08.2020


Chief Engineer,
IT & Comm. Cell
WBSEDCL

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Section: 1

Instruction to Bidders (IB)

IB.1 General:

West Bengal State Electricity Distribution Company Limited, hereinafter referred to as WBSEDCL, for better Customer Relationship Management, intends to procure Microsoft Windows server standard 2 core with Software Assurance License from reputed Company, for enhancing customer convenient levels and overall inter-organization efficiency WBSEDCL has been a frontrunner in implementing various IT enabled products.

WBSEDCL, hereinafter, referred to as the Purchaser, is in process of procurement of 20 nos. Microsoft Windows server 2019 standard 2 core with minimum 2 years Software Assurance Licenses at Data Center.

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

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

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

IB.1.4. The bidder can search and download NIT & Tender Documents electronically from the website mentioned in Clause IB.2.2 using the Digital Signature Certificate (DSC). This is the only mode of collection of Tender Documents.

IB.2 Invitation for the Bids:

IB.2.1. Tenders are invited by the Chief Engineer, IT&C Cell, WBSEDCL, Vidyut Bhaban (3rd Floor), Bidhannagar, Block-DJ, Sector-II, Kolkata-91 through electronic tendering (e-tendering) for procurement of Microsoft Windows server 2019 standard 2 core with minimum 2 years Software Assurance License Standard Edition in WBSEDCL.

IB.2.2. Intending bidders desirous of participating in the tender are to log on to the website <https://wbtenders.gov.in> for the tender. The tender can be searched by typing WBSEDCL in the search engine provided in the website.

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

IB.2.4. Tenders are to be submitted online and intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given in "Instructions to Bidders".

IB.3 Eligible Bidders:

- IB.3.1. This Invitation for Bids, issued by the WBSEDCL is open to all firms including company (ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring foreign companies and those bidders with whom business is banned by the WBSEDCL.
- IB.3.2. The bidder should not have been blacklisted from any Govt. organization across India in last three years and undertaking in this regard should be provided by the authorized signatory of the bidder. During contract period if the undertaking submitted by the vendor is found to be false, the order issued on vendor shall be terminated with the forfeiture of the BG.
- IB.3.3. Intending vendor may purchase the Bid document upon payment of cost of bid document of **₹:6,000/-(Rupees Six thousand only)** and applicable GST @18% (i.e. Rs 7080/- including GST) by Demand Draft / Pay Order / Banker's Cheque in favour of **"West Bengal State Electricity Distribution Company Limited"**, payable at Kolkata. Purchase date of Demand Draft (DD) / Banker's Cheque (BC) should be after NIT publication date.

IB.4 Earnest money [Bid Guarantee]:

- IB.4.1. All bids must be accompanied with a refundable earnest money, as "Bid Guarantee". The bid shall be considered non responsive if the earnest money is not submitted along with the bid.
Bidder must submit Bid Guarantee through Demand Draft(DD)/ Bankers Cheque (BC) /Bank Guarantee (BG) **of Rs. 8359.00 issued by any Branch of any Indian scheduled Bank, in favour of 'West Bengal State Electricity Distribution Company Limited', payable at Kolkata** or as per format given in Annexure-III which shall remain valid for **6(Six) months** from the date of submission of bid with a claim period of 6 (Six) months thereafter.
- IB.4.2. The Bid Guarantee of the unsuccessful Bidder/ Bidders will be returned against their written claim within one month from the date of placement of order on the successful Bidder/ Bidders.
- IB.4.3. The 'Bid Guarantee', of the successful Bidder/ Bidders, will be returned within 1(one) month from the date of acceptance of LOA.
- IB.4.4. No interest shall be payable by WBSEDCL on the above Bid Guarantee.
- IB.4.5. The Bid Guarantee shall be forfeited for any of the following reasons:
- IB.4.5.1. If the successful Bidder/ Bidders fails/fail to accept the order unconditionally as per "Acceptance of Order" clause of bid document.
- IB.4.5.2. If the successful bidder / bidders fails to extend the validity period of EMD as per "Earnest Money" Clause of bid document.

IB.5 Responsibility of Bidders:

- IB.5.1. 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.5.2. 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.5.3. The bid shall include all the information as per bid document.
- IB.5.4. 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.5.5. One bidder can submit only one Bid in response to this Tender Document. No Bidder is allowed to submit two or more Bids.

IB.5.6. 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.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 issue, submission and opening of e-tender is furnished herein below:

Sl No.	Action	Date & Time
1.	Publishing Date	09.09.2020 at 11.00 hrs
2.	Document Download start date	09.09.2020 at 14.30 hrs
3.	Last date of Receiving Pre-Bid Clarification	15.09.2020 at 14.30 hrs
4.	Date of Pre-bid Meeting	21.09.2020 at 11.00 hrs
5.	Bid submission Start date	25.09.2020 at 11.00 hrs
6.	Bid submission last date	05.10.2020 at 15.30 hrs
7.	Last date of physical submission of Tender Fee & EMD	05.10.2020 at 15.30 hrs
8.	Opening of the Technical Bid opening date	09.10.2020 at 12.00 hrs
9.	Opening of the Financial Bid opening date	Will be informed to eligible bidders

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

IB.8 Pre Bid Discussion: 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 bidders in respect of tender.

IB.8.1. 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 one persons) in the said meeting for any such clarification.

IB.8.2. Non-attendance at the pre bid discussion will not be a cause for disqualification of the bidders.

IB.9 Queries of Bidding Documents: If there be any discrepancy or obscurity in the meaning of any clause of the bid document, such queries must be sent to the Chief Engineer, IT & Communication Cell, in written or by cable (hereinafter, the term cable is deemed to include Electronic Data Interchange (EDI), telex or telefax) at the Employer's mailing address form three days prior to the date of Pre-bid discussion. Such query received from vendors prior to pre bid discussion shall only be discussed in the pre bid meeting. No other query except the written submitted ones will be clarified during pre bid discussion. After submission of bid, correspondences regarding changes in taxes, duties or statutory obligations if any can only be made. Correspondences in any other form shall be treated as „Bad Conduct". Changes, decided in pre-bid meeting the same shall be hosted in the e-tendering website (<https://wbtenders.gov.in>) and no other communication shall be made afterwards on the issues discussed in the pre bid meeting. The clarification given in pre-bid discussion shall be final and binding on the bidder.

Mail id for sending queries: 1) soumya.samanta@wbasedcl.in



IB.10 Conflict of Interest:

IB.10.1. 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.10.2. Any Bidder found to have a conflict of Interest if his near relative is posted as an employee/officer in any capacity in WBSSEDCL, who is associated with the Tender Inviting Authority.

IB.10.3. 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 WBSSEDCL associated with the Tender Inviting Authority during execution of the contract.

IB.10.4. 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.11 Amendment / Addenda of Bidding Documents:

IB.11.1. At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.

IB.11.2. The amendment will be notified in writing e-tendering website (<https://wbtenders.gov.in>) or by cable or in WBSSEDCL's website to all prospective bidders who have purchased the Bidding Documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

IB.11.3. In order to afford reasonable time to the prospective Bidders to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids, in such cases; the Employer will notify all bidders in writing or by notice in website of WBSSEDCL of the extended deadline.

IB.12 Language of the Bid: The bid so prepared by the bidder and all other correspondences and documents relating to the bid, exchanged by the bidder and WBSSEDCL, shall be written in British English Language only.

IB.13 Period of validity of Bid: The offer against tender should remain valid for a minimum period of 6(six) months from the next day of opening of the tender. However, WBSSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

IB.14 Signing of Bids:

IB.14.1. The bid shall be downloaded from the website www.wbtenders.gov.in and shall be signed by a person / persons duly authorized by the bidder.

IB.14.2. To be qualified for evaluation and finalization of contract, Bidder/ Bidders shall submit a written power of attorney, authorizing the signatory of the Bid to act on behalf of the Bidder in the form and manner which is acceptable by WBSSEDCL.

IB.14.3. All the pages of the bid and where, entries/ amendments have been made, shall be signed by the



- person/persons signing the bid.
- IB.14.4. The complete bid shall be without alterations, interlineations or erasers, except those to accord with instructions issued by WBSEDCL or as necessary to correct errors made by the bidders, in which case such corrections shall be initiated by the person/persons signing the bid. Bids not duly signed shall be treated as cancelled.

IB.15 Submission of Bid: Bids shall be submitted as under :

IB.15.1. General process of submission:

IB.15.1.1. 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 Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

IB.15.1.2. The bidder needs to download the Forms / Annexure / BOQ, fill up the particulars in the designated Cell and upload the same in the designated location of Technical folder / financial folder. 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.15.1.3. 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.15.1.4. **Technical Proposal:** The Technical Proposal shall contain all requisite documents in the following standardized formats in one cover (folder) which contains the followings:-

- i. Tender Fee: Scanned copy of Demand Draft (DD) / Banker's Cheque (BC) towards tender fee as prescribed in the NIT, in favour of WBSEDCL payable at Kolkata from any scheduled Bank of India. Payment in any other form will not be accepted. Purchase date of Demand Draft (DD) / Banker's Cheque (BC) should be after NIT publication date.
- ii. Earnest Money Deposit (EMD): Scanned copy of Demand Draft (DD) / Banker's Cheque (BC) / Bank Guarantee (BG) towards EMD as prescribed in the NIT, in favour of WBSEDCL payable at Kolkata from any scheduled Bank of India. Payment in any other form will not be accepted. Purchase date of Demand Draft (DD) / Banker's Cheque (BC) should be after NIT publication date.
- iii. Bid Proposal (Vide Annexure -I).
- iv. Techno commercial Bid document (Vide Annexure-II).
- v. Bid Guarantee-EMD-Format of BG (Vide Annexure-III).
- vi. Notice Inviting Tender (NIT).



- vii. Addenda/ Corrigendum: if published.
- viii. Mandatory Condition (Vide Form-I) including MAF.
- ix. Company Details: Registration no of the company.
- x. PAN Card details.
- xi. Banker's certificate regarding financial capability issued for any three consecutive financial years within 2015-2016, 2016-2017, 2017-2018 AND 2018-2019.
- xii. Financial Information: Copy of audited annual accounts any three consecutive financial years within 2015-2016, 2016-2017, 2017-2018 AND 2018-2019 are to be submitted by the companies and others and turnover certificate duly certified by chartered accountant along with IT returns for the corresponding period.
- xiii. GST Registration certificate to be given for performance of service i.e West Bengal.
- xiv. The bidder(s) should have the working experience to provide a minimum order of 5 nos. licenses in one single order to any Corporate institution for similar type of job within the financial years among 2015-2016, 2016-2017, 2017-2018, 2018-2019. In addition, the bidder(s) shall have the working experience to provide a minimum total of 20 nos. Microsoft License within any three financial years among 2015-2016, 2016-2017, 2017-2018, 2018-2019. The bidder shall submit the list of orders in his hand mentioning the order value to be executed within one year from the date of submission of bid.

Note: Bidders are to keep track of all the Addendum/Corrigendum issued with a particular tender and upload all the above digitally signed along with the NIT. Tenders submitted without the Addendum/Corrigendum (if any) will be treated as informal and liable to be rejected. Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder. Failure of submission of any one of the above mentioned documents will render the tender liable to summary rejection.

IB.15.2. Financial Proposal

The financial proposal should contain the following documents in one cover (folder).

Bill of Quantities (BOQ)

The bidder is to quote the rate in online in the space marked for quoting rate in the BOQ. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder).

The bidder is to mention offered quantity and applicable percentage only in respect of applicable taxes, if applicable.

IB.16 Submission of original copies of documents of Tender Fee and Earnest Money Deposit :

- IB.16.1. Mode of Payment: Tender Fee must be submitted in the form of Bank Draft (DD) / Bankers Cheque (BC) of any scheduled Bank of India. EMD must be submitted in the

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form of Bank Draft (DD) / Bankers Cheque (BC) / Bank Guarantee (BG) of any scheduled Bank of India. Payment in any other form will not be accepted.

- IB.16.2. Place of submission: The original copies of the DD/BC/BG, towards Tender Fee and Earnest Money Deposit shall be submitted in the following office:

Office of the Chief Engineer, IT & Communication Cell,
West Bengal State Electricity Distribution Company Limited,
Bidyut Bhavan, 3rd Floor, D-Block, Bidhannagar, Kolkata - 700091.

- IB.16.3. Time of submission: The original copies of DD/BC/BG towards Tender Fee and EMD shall be submitted in a sealed envelope in the office as stated above within the date and time as specified in the NIT. 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.17 Conditional and incomplete tenders are liable to summary rejection.

- IB.18 Late Submission of Bid: Bidder shall take all possible measures to submit the bid within the scheduled date & time prescribed elsewhere in the bidding document. Late submission of bid for whatever reason will not be accepted.

- IB.19 Evaluation of Rates: Procedure of Evaluation: Finalization of Rate :

IB.19.1. Opening of Technical Proposal

IB.19.1.1. 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.19.1.2. Technical proposals for those tenders whose original copies of DD/BC/BG towards tender fee & EMD have been received will only be opened. Proposals corresponding to which original copy of DD/BC/BG towards tender fee & EMD has not been received, will not be opened and will stand rejected.

IB.19.1.3. Intending tenderers may remain present if they so desire.

IB.19.1.4. Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.

IB.19.2. Techno-commercial Evaluation of Tender

IB.19.2.1. While evaluation, the Tender Inviting Authority or his authorized representative may summon of the tenderers 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.19.2.2. The summary list of tenderers, whose bids will be found techno-commercially eligible, will be available in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers.

If any kind of financial quotes are found within the technical proposal, the respective bids will be liable for rejection.

IB.19.3. Opening and evaluation of Financial Proposal

IB.19.3.1. Financial proposals submitted by the tenderers in the prescribed format (Annexure-IV) 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.19.3.2. The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time and evaluated online.



IB.19.3.3. 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.19.3.4. The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

IB.19.3.5. No deviation in any form in the price-bid sheet is acceptable.

IB.19.3.6. For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.

IB.19.4. Revision/withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority.

IB.20 **Quantity of Contract:** The number of 20 nos. Microsoft Windows server 2019 standard 2 core with minimum 2 years Software Assurance Licenses. in the form of paper license or e-license.

IB.21 **Taxes:** No custom duty will be paid by WBSEDCL. GST as applicable shall be paid extra.

IB.22 **Statutory Obligations:** Statutory obligations as per law of the land are to be complied.

IB.23 **Issue of LOA:** WBSEDCL will award the contract to the successful bidder whose bid has been determined to substantially responsive, 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.24 **Acceptance of LOA:** The bidder shall submit written unconditional acceptance of LOA within 15 (Fifteen) days from date of issue of the LOA. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause.

IB.25 **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 of all the Mandatory Conditions indicated in Form- I.

IB.26 **Variation during execution:** The quantity of number of Microsoft Windows server 2019 standard 2 core license with minimum 2 years software assurance standard edition as incorporated in this tender are provisional, which may vary up to +/-25% of the ordered quantity during course of execution of the contract as per actual requirement. WBSEDCL shall communicate such variation of quantity to the successful bidder in writing. The unit price to be quoted by the bidder and incorporated in the order would remain valid for such variation of quantity. If the quantity will increase beyond the above mentioned percentage during execution period then rate negotiation process will be initiated if desired by WBSEDCL. After negotiation if new rate is agreeable for both then excess numbers of licenses will be paid on new rate otherwise validity of contract period will be expired before its schedule time.

IB.27 **Communication:** The successful vendor, for communicating with WBSEDCL, for this job may use the following modes.

Mob. No. - 7449300249 , 7449300316.

e-mail ID - soumya.samanta@wbasedcl.in , biman.sen@wbasedcl.in .

Section : 2

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General Terms & Conditions (GTC)

GTC.1.General Terms:

GTC.1.1. WBSEDCL reserves the right to review the bidder's capability and capacity to perform the work before awarding the Contract, without assigning any reason whatsoever.

GTC.1.2. WBSEDCL reserves the right to cancel the tender during its processing without showing any reason whatsoever.

GTC.1.3. Decision of WBSEDCL on all matters shall be final & binding on the bidders.

GTC.2.Statutory Obligations:

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

GTC.3.Contract Period:

GTC.3.1. The date on which the license with key as per Section-III (scope of work) is delivered will be taken as date of delivery. The bidder shall be responsible for delivery of the license of the key ordered at site within 4 weeks from the date of order.

GTC.3.2. Contract will be valid up to the date of delivery.

GTC.4.Termination of Contract: WBSEDCL reserves the right to terminate the contract either in part or full due to reasons of non-compliance of stipulated activities for different clauses under this contract. In such an event, WBSEDCL shall give the vendor fifteen (15) days notice in writing of his decision to do so.

GTC.5.Price:

GTC.5.1. The quoted unit rates shall remain firm throughout the period of the contract. Incomplete or partial quotation will not be accepted and shall be liable to be rejected.

GTC.5.2. Price evaluation will be made on total price as mentioned in the Annexure-IV.

GTC.6.Taxes, Duties and other levies:

GTC.6.1.Taxes, Duties and other levies: The bidder shall be solely responsible for the taxes that may be levied on the vendor's persons or on earning of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the employer. The WBSEDCL shall not take any responsibility whatsoever regarding taxes under Income Tax Act, for the contractor or his personnel.

GTC.6.2. GST would be paid at actual as per the rules prevailing in India.

GTC.7.Performance Bank Guarantee:

Bidder is not required any Performance Guarantee for the contract.

GTC.8.Force Majeure: The successful bidder shall have no liability if prevented from carrying out obligations under the orders by reasons of war, invasion, foreign hostilities, war declared, riot, civil commotion, mutiny, fire, Govt. orders and/or restrictions or any other cause beyond the reasonable control of the successful bidder. However, such force-majeure circumstances are to be intimated

immediately and to be established subsequently with appropriate documents/proofs to the entire satisfaction of WBSEDCL.

GTC.9.Terms of payment :

GTC.9.1. Price shall be expressed in the Indian Rupees only.

GTC.9.2. The bidder must quote price inclusive of charges related to custom duty, freight, insurance, forwarding, packing, dispatch, installation etc as applicable. All taxes like GST shall be payable extra on actual basis as per Govt. rule.

GTC.9.3. No advance payment would be made.

GTC.9.4. 100% of the total Payment would be made after the delivery of 20 nos. Microsoft Windows server 2019 standard 2 core with minimum 2 years Software Assurance Licenses in the form of paper license or e-license to WBSEDCL.

GTC.9.5. The bills are to be submitted to the office of the CE, IT&C Cell in triplicate.

GTC.9.6. The bills must accompany certificates from the nodal officer & Supervising Officer countersigned by the controlling officer which will contain acknowledgement of statements from WBSEDCL for the quantity delivered in the form of paper license or e-license under consideration.

GTC.10. Liquidated Damage (LD): LD @0.5% per day of delay or part thereof subject to a maximum of 10% of total contract price of the order will be applicable for delivery beyond the contract period mentioned in GTC.3.1.

GTC.11. WBSEDCL Personnel:

GTC.11.1 Paying Authority: Manager (F&A), Corporate Establishment.

GTC.11.2 Nodal Officer: Divisional Engineer, Data Center, IT&C Cell.

GTC.11.3 Supervising Officer: Superintending Engineer & In-Charge, Data Center IT&C Cell.

GTC.11.4 Controlling Officer: The Additional Chief Engineer, IT&C Cell.



Scope of Work(SOW)

SOW.1. Services Required :

SOW.1.1. Supply of 20 nos. Microsoft Windows server 2019 standard 2 core with minimum 2 years Software Assurance Licenses in perpetual basis to IT & C Cell, WBSEDCL in the name of WBSEDCL.

SOW.1.2. Bidder has to deliver paper license or e-license and set of software media or URL sharing for downloading of license as per purchase order within 4 weeks from date of purchase order to WBSEDCL.

SOW.1.3. Upon procurement , Microsoft volume license service center (VLSC) login access may be provided for recording of ticket for support.

SOW.2. Duplicate/redundant/repetitive/ Requests:

No payment will be made for processing duplicate license, if any.

Enclosers :

- 1) Annexure - I : Bid proposal
- 2) Annexure - II : Techno commercial Bid document
- 3) Annexure - III : Proforma of Bank guarantee of bid guarantee
- 4) Annexure - IV : Price Bid Format
- 5) Annexure-V : Manufacture's Authorization Form (MAF)
- 6) Form - I : Mandatory Condition.

Signature 28/8/20

**Chief Engineer
IT & C Cell
WBSEDCL**

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ANNEXURE-I

West Bengal State Electricity Distribution Company Limited

Tender Notice No. WBSEDCL/ IT & C / 33.10(i)/2968

Dated: 28.08.2020

BID PROPOSAL FORM

Bidder's Name and Address :

Contact person :

Designation :

Telephone No.(Land Line & mobile) :

Fax :

Tender Reference :

To

The Chief Engineer,

IT & C Cell,

West Bengal State Electricity Distribution Company Limited,

3rd Floor, Block-"D", Vidyut Bhavan.,

Bidhannagar,

Kolkata- 700 091.

Sub. : Invitation to bid for Procurement of 20 nos. Microsoft Windows server 2019 standard 2 core with minimum 2 years Software Assurance Licenses in WBSEDCL

Dear Sir,

We the undersigned Bidder/(s), having read and examined in details the specifications and other documents of the subject Tender, do hereby propose to execute the contract as per specification as set forth in your Bid-Documents.

3 **PRICES AND VALIDITY :**

3.1 The offer against tender should 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 shall remain firm throughout the period of the contract.

3.2 GST shall be payable on over or above the quoted rate as applicable value and at prevailing rate as per the rules prevailing in India.

4 **BID GUARANTEE:**

We have enclosed a Bid Guarantee in the form of Bank Guarantee fromdrawn in favour of WBSEDCL for an amount of Rs.....

Dated.....this.....day of.....201

Tender Notice No: WBSEDCL/IT&C/33.10(i)/2968

Date: 28.08.2020 14 | Page

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Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

Arora

ANNEXURE-II

West Bengal State Electricity Distribution Company Limited
Tender Notice No. WBSEDCL/ IT & C /33.10(i)/2968 Dated:28.08.2020
Techno-Commercial Bid

Sl No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No
1	Average Annual Turn Over for any consecutive three financial years within 2015-2016, 2016-2017, 2017-2018, 2018-2019 must be at least <u>₹:1 Crore.</u>	Copy of audited Balance Sheets for any consecutive three financial years within 2015-2016, 2016-2017, 2017-2018, 2018-2019. CA certificate regarding turn-over needs to be furnished.	
2	Bidder should be authorized dealer/partner/distributor of Microsoft in India.	1) Attested Agreement copies 2) A letter of authorization from Microsoft (i.e.: MAF documents (Annexure-V)) should be submitted.	
3	Must Comply with all statutory obligations.	i) Copy of PAN Card ii) GST certificate to be given for performance of service i.e West Bengal. iii) Registration no of the company	
4	i) The bidder(s) should have the working experience to provide a minimum order of 5 nos. licenses in one single order to any Corporate institution for similar type of job within the financial years 2015-2016, 2016-2017, 2017-2018, 2018-2019. ii) The bidder(s) shall have the working experience to provide a minimum total of 20 nos. Microsoft Licenses within any three financial years 2015-2016, 2016-2017, 2017-2018, 2018-19.	The bidder shall submit the documentary proof of orders received.	
5	The bidder should not have been blacklisted from any Govt. organization across India in last three years.	An undertaking in this regard should be provided by the authorized signatory of the bidder.	
6	The Vendor shall not have a Conflict of Interest that may affect the Tendering Process.	Self declaration with seal and signature.	
7	The bidder has to submit Product Support document from Microsoft in perpetual form for that version of the product up to the available period.	Product Support document from Microsoft Server license in perpetual form needs to be submitted in original.	

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

Signature of the bidder with Office Seal

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ANNEXURE-III

West Bengal State Electricity Distribution Company Limited
Tender Notice No. WBSEDCL/ IT & C /33.10(i)/2968 Dated:28.08.2020
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 _____ 2020 at _____.

WITNESS:

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____

Date _____

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Validate

Print

Help

Item Rate BoQ

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

Annexure - IV

Name of Work: Procurement of 20 nos. Microsoft Windows server 2019 standard 2 core with minimum 2 years Software Assurance licenses for Data Centre, Rajarhat, IT&C Cell

Contract No: WBSEDCL/IT&C/33.10(i)/2968 Dated: 28.08.2020

Bidder

Name :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER	TEXT	NUMBER	TEXT	NUMBER	NUMBER	TEXT	NUMBER	TEXT
Sl. No.	Item Description	Quantity	Units	Quoted Basic price in INR Rs. P	GST (%)	HSN / SAC Code	TOTAL AMOUNT In Figures	TOTAL AMOUNT In Words
1	2	4	5	13	14	18	53	55
1	Microsoft Windows server 2019 standard 2 core with minimum 2 years Software Assurance licenses	20	No				0.00	INR Zero Only
15	Mention GST (%) and HSN/SAC Code Properly							
Total in Figures							0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only			

Rate Entry
Please enter
Basic Rate in
Rupees for this
item.

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Manufacture's Authorization Form (MAF)

ANNEXURE-V

Date: _____

Tender Reference No.& Tender ID. _____

Dear Sir,

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

- (a) Resale, and/or distribute _____ (OEM) products and/or services in India to end users within that Territory.
- (b) Bid , negotiate and conclude a contract with _____ for the above products/services manufactured or supplied by _____ (OEM).
_____ (OEM) will, within the scope of its agreement with its authorized channels, provide product warranty services and technical support for _____ (OEM) products obtained through its authorized channels for a defect liability period mentioned in the Tender document referred above, from the date of installation at _____ (Work-site name).
_____ (OEM) certify that, the equipments being sold would not be declared End of Sale (EoS) within defect liability period and that _____ (OEM) shall supply suitable substitute in case EoS of equipments. Also _____ (OEM) certifies that the products being sold would be covered under Warranty/Technical Support and technical support will be available for defect liability period from the date of installation at _____ (Work-site name).
If you need any additional information, please contact Mr./Ms. _____ at _____ (MobileNo.) of _____ (E-mail ID).

Yours faithfully,

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

Designation:
Contract Details:

Date:

Place:

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

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West Bengal State Electricity Distribution Company Limited
Tender Notice No. WBSEDCL/IT&C/33.10(i)/2968 Dated: 28.08.2020 FORM-I

Details of information to be provided in support of Mandatory Condition (copy of Supporting document to be submitted with the bid)

Sl. No.	Item Details	Details			
1	The bidder(s) has to have necessary authorization for providing Microsoft License delivery service for that back to back agreement with Microsoft Server License i.e.: MAF documents (Annexure-V) should be submitted.				
2	Contact Person with Telephone No., Mobile No., E-mail ID and FAX No. of the Bidder				
3	Communication details of Service Centre.				
4	Permanent Account No. (PAN)				
5	GST Registration No to be given for performance of service i.e. West Bengal.				
6	Company Registration No.				
9	The bidder should not have been blacklisted from any Govt. organization across India in last three years				
10	The bidder has to submit Product Support documents from Microsoft as per the required Microsoft Windows server licenses with Software Assurance in perpetual form.				
11	i) The bidder(s) should have the working experience to provide a minimum order of 5 nos. Server licenses in one single order to any Corporate institution for similar type of job within the financial years 2015-2016, 2016-2017, 2017-2018, 2018-2019. ii) The bidder(s) shall have the working experience to provide a minimum total of 20 nos. Microsoft License within any three financial years 2015-2016, 2016-2017, 2017-2018, 2018-2019.	Organization where worked with Contact Telephone No. and FAX No.	Order No. and Date with Value of the Order	Completion / ongoing Certificate with date (indicating order reference no.)	
12	Banker's certificate regarding financial capability issued for any consecutive three financial years within 2015-2016, 2016-2017, 2017-2018, 2018-2019	2015-2016	2016-2017	2017-2018	2018-2019

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13	Average Annual Turn Over for any consecutive three financial years within 2015-16, 2016-2017, 2017-2018, 2018-2019 must be at least <u>₹:1 Crore</u> .	2015-2016 (in crore)	2016-2017 (in crore)	2017-2018 (in crore)	2018-2019 (in crore)
14	The bidder(s) shall produce documentary evidence in case of authorized dealer/channel partner of the OEM.				

Signature of the Bidder with Seal

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