

*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 e-TENDER NOTICE

(LOCAL COMPETITIVE BIDDING)

BID DOCUMENT

Request for Proposal for Subscription to Microsoft Office 365 Cloud Services on a Software-as-a-Service (SaaS) model basis and three years' service in WBSEDCL

Estimated Cost of the Tender: Approx. 5.74 crore

Tender Notice No: WBSEDCL/IT&C/33.10(xiii)/4025

Dated: 15/09/2021


Chief Engineer, IT&C Cell
WBSEDCL

Table of Contents

Sr. No.	Description	Page No.
1	Instruction to Bidders (IB)	4-14
2	General Conditions of Contract [GCC]	16-23
3	Scope of Work [SW]	25-30
4	Annexure-I-Bid Submission & Conformity Letter	32
5	Annexure-II-Mandatory Condition	33-34
6	Annexure-IIA -Bidders Particulars	35
7	Annexure-IIB-Certificate regarding Summary Statement of Yearly Turnover	36
8	Annexure-IIC-State of Orders Executed During Last Four Financial Years	37
9	Annexure-IID-Non-Blacklisting Declaration	38
10	Annexure-IIE-Non-Disclosure Agreement Form	39-45
11	Annexure-IIF-Confidentiality Undertaking	46
12	Annexure-III-RFP Download Declaration	47
13	Annexure-IV-Proforma of Bank Guarantee Earnest Money	48
14	Annexure-IVA-Proforma for Undertaking	49
15	Annexure-V-Commercial Bid (Amount in Rupees)	50
16	Annexure-VI-Proforma for Bank Guarantee for Contract Performance	51
17	Annexure-VII- Agreement for Third Party Access Security Policy	52
18	Annexure-VIII-Manufacture's Authorization Form (MAF)	53
19	Annexure-IX-Proforma for Power of Attorney	54
20	Annexure-X– Service Level Agreement (SLA)	55-66
21	Annexure- XA - Escalation Matrix	67
22	Annexure – XB - Service Support Form	68
23	Annexure-XI- Technical Bid Form	69-80
24	Annexure-XII Format of the Bank Guarantee for Additional Performance Security Deposit	81
25	Annexure-XIII Document Check List	82

Objective of the RFP

West Bengal State Electricity Distribution Company Limited, invites e-tenders for Subscription to Microsoft Office 365 Cloud Services on a Software-as-a-Service (SaaS) model basis and three years' Service in WBSEDCL as per detail "Scope of Work" and other terms and conditions furnished in the different clauses of the bid document.

WBSEDCL will finance the entire work as stipulated under scope of work in the Bid documents.

This Request for Proposal document ("RFP") has been prepared solely for enabling WBSEDCL to procure the said goods and services. Bid submission, queries and all other terms and conditions are detailed in this document. Address for communication is as given in the cover page unless otherwise expressed specifically in any part of this document for a specific requirement.

WBSEDCL makes no warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. WBSEDCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

SECTION-I

Instruction to Bidders (IB)

- IB.1. General:** West Bengal State Electricity Distribution Company Limited, hereinafter referred to as WBSEDCL, is a purchaser for Subscription to Microsoft Office 365 Cloud Services on a Software-as-a-Service (SaaS) model basis in WBSEDCL.
- IB.1.1 General guidance for e-Tendering:**
Instructions/Guidelines for electronic submission of the tenders have been mentioned below for assisting the bidders to participate in e-Tendering.
- IB.1.2 Registration of bidder:**
Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with 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 Class-III Digital Signature Certificate (DSC) for submission of tenders.
- IB.1.4** The bidder can search and download NleT & 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, “D” Block), Bidhannagar, Block-DJ, Sector-II, Kolkata-91 through electronic tendering (e-tendering) for Procurement of Subscription to Microsoft Office 365 Cloud Services on a Software-as-a-Service (SaaS) model basis 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 etc.). DSC is given as a USB e-Token. After obtaining the Class-II or Class-III 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 Government Department as well as foreign 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. Annexure-IID regarding Non-Blacklisting Declaration to be submitted by the bidder.
- IB.3.3** The bidder should fulfil all the mandatory conditions as mentioned in **ANNEXURE-II**

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 should include all the information as per bid document. Submitted documents need to be specific as per requirements; unnecessary documents should not to be uploaded by the bidder
- IB.4.4** The bidder shall bear all the costs associated with the preparation and submission of bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- IB.4.5** One bidder can submit only one Bid in response to this Tender Document. No Bidder is allowed to submit two or more Bids.
- IB.4.6** In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance of the last date and time of submission of the bid.

IB.5. Formation of cartel & Penal Measures:

Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the parties. Repeated occurrence of such evidence of above bidders may also be viewed seriously by the WBSEDCL authority and penal measures as deemed fit would be imposed on such bidders.

IB.6. Key Dates:

The schedule of Dates for e-Tendering are –

Sl No.	Action	Date & Time
1.	Publishing Date	21.09.2021 at 12:00 PM
2.	Document Download start date	21.09.2021 at 12:00 PM
3.	Last date of Receiving Pre-Bid Query	29.09.2021 at 02:00 PM
4.	Date of Pre-Bid Meeting	04.10.2021 at 12:00 PM
5.	Date of Pre-bid Clarification upload	07.10.2021 at 05:00 PM
6.	Bid submission Start date	08.10.2021 at 04:00 PM
7.	Bid submission last date	29.10.2021 at 04:00 PM
8.	Last date of physical submission of EMD in the form of BG	29.10.2021 at 04:00 PM
9.	Technical Bid opening date	08.11.2021 at 12:00 PM
10.	Financial Bid opening date	Will be informed to eligible bidders

- IB.7.** If any “Strike” or Holiday, falls on any of the key dates, then the next working day (between mentioned working hours) shall be considered as scheduled date and schedule time.

IB.8. Pre-Bid Discussion:

- 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. Bidders may participate (maximum one person) in the said meeting for any such clarification maintaining social distancing and all other Covid-19 Protocol.
- IB.8.2** Relevant queries must be sent within the scheduled dates to- itcell@wbasedcl.in.

IB.9. Right to Alter Quantity:

The quantity incorporated in this tender is provisional which may vary up to +/-30% of the ordered quantity during course of execution of the contract as per actual requirement. WBSEDCL will communicate such variation of quantity to the successful bidder in writing. The unit price quoted by the bidder and incorporated in the order will remain valid for such variation of quantity. If the quantity increases 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 WBSEDCL and successful bidder then excess quantity consumed will be paid on new rate otherwise validity of contract period will expire before its schedule time.

IB.10. Clarification of Bidding Documents:

Pre-bid Query received from vendors up to “Last date of Receiving Pre-Bid Clarification” will be clarified through wbtennders.gov.in website. The clarification given shall be final and binding on 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://wbtennders.gov.in>) or by cable or in WBSEDCL’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 has 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 about extended deadline to all the bidders in writing or by notice in the website of WBSEDCL.

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 WBSEDCL, shall be written in English Language only.

IB.13. Submission of Tenders:

IB.13.1 Bid submission Terms

- IB.13.1.1** The RFP response document submission shall be undertaken as under: -
- IB.13.1.2** Technical Bid including all the documents as per the Annexure-XI
- IB.13.1.3** Commercial Bid as per Annexure-V
- IB.13.1.4** All the necessary attachments, proof documents and links may be submitted
- IB.13.1.5** The format for Bid submission covering letter has been provided in Annexure-I.
- IB.13.1.6** The documents may be submitted to e-tendering portal <https://wbtennders.gov.in>
- IB.13.1.7** Copies of the RFP response may be submitted in the manner prescribed, before the closing date and time as mentioned in Tender Schedule of the RFP;
- IB.13.1.8** Faxed copies of any document are not acceptable and shall result in rejection of bid by the WBSEDCL.

IB.13.2 General process of submission:

- IB.13.2.1** 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 specified locations of Technical Bid.
- IB.13.2.2** 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.13.2.3** 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.13.2.4** **Technical Proposal:** The Technical Proposal shall contain all requisite documents in the following standardized formats in one cover (folder) which contains the followings:
- i. **Earnest Money Deposit (EMD):** Scanned copy of payment details for online payment / Bank Guarantee (BG) Details towards EMD as prescribed in the NIT, in favour of WBSEDCL payable at Kolkata from any scheduled Bank in India. Payment in any other form will not be accepted.
 - ii. Annexure-I: Format of Bid Proposal
 - iii. Annexure-II: Mandatory Condition
 - iv. Annexure-IIA : Bidder's Particulars
 - v. Annexure-IIB: Summary statement of Annual Turnover
 - vi. Annexure-IIC: Summary statement of Order Executed
 - vii. Annexure-IID - Non-Blacklisting Declaration
 - viii. Annexure-IIF - Confidentiality Undertaking
 - ix. Annexure-III: RFP Download Declaration
 - x. Annexure-IV: Format of Bid Guarantee for EMD
 - xi. Annexure-IVA: Proforma for Undertaking
 - xii. Annexure-V: Commercial Bid / Unpriced BOQ
 - xiii. Annexure-VI: Proforma for Performance Bank Guarantee
 - xiv. Annexure-VII: Agreement for Adherence to WBSEDCL IT Security Policy
 - xv. Annexure-VIII: MAF (Manufacturer Authorization Form)
 - xvi. Annexure-X: SLA
 - xvii. Annexure-XI: Technical Bid Form
 - xviii. Notice Inviting Tender (NIT)
 - xix. Addenda/ Corrigendum, if published
 - xx. Company Details- Registration no. of the Company
 - xxi. PAN Card details
 - xxii. Banker's certificate regarding financial capability issued for any three consecutive financial years within 2017-18, 2018-19, 2019-20, 2020-21

- xxiii. Financial Information: Copy of audited annual accounts for any three consecutive financial years within 2017-18, 2018-19, 2019-20, 2020-21 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.
- xxiv. GST Registration certificate to be given for performance of service i.e West Bengal.
- xxv. The bidder(s) should have the experience of performing similar work order (of at least 1 Crore INR) in one single order to any Govt./reputed corporate institution for similar type of job for any three consecutive financial years within 2017-18, 2018-19, 2019-20, 2020-21. The bidder shall submit the list of orders in his executed mentioning the order value in last four years.
[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.13.3 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 the blank spaces marked for quoting rate in the BOQ sheet of **Annexure-V**. Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder. Any deviation in the format, content (Other than entry of the quoted price at the desired blank spaces) of the Price bid/BOQ will render the tender liable to summary rejection.

IB.13.4 Submission of original copies of documents of Earnest Money Deposit

IB.13.4.1 Mode of Payment: For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in the EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority.

IB.13.4.2 Place of submission: The original copies of BG, towards Earnest Money Deposit shall be submitted in the following office:

**Office of the Chief Engineer (IT&C), IT & Communication Cell,
West Bengal State Electricity Distribution Company Limited,
Bidyut Bhavan, 3rd Floor, D-Block, Bidhannagar, Kolkata – 91.**

IB.13.4.3 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. 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.14. Conditional and incomplete tenders are liable to summary rejection.

IB.15. 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.16. Validity of Tender and Offer: 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. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer

IB.17. Earnest money [Bid Guarantee]:

IB.17.1 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.

IB.17.2 A bidder desirous of taking part in a tender invited by offices of WBSEDCL shall log into the e-Procurement portal of Government of west Bengal <https://wbtedders.gov.in> using his login Id and password.

IB.17.3 The bidder shall select the tender to bid and initiate payment of EMD of Rs. 14,35,000/- (Rupees Fourteen lakh Thirty Five Thousand only). Following payment options are available for paying EMD amount through online mode:

IB.17.3.1 Net-banking through Payment Gateway

IB.17.3.2 RTGS/NEFT Payment: On selection of RTGS/ NEFT as the payment mode, the e-Procurement portal will show a pre-fired challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the prefilled 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.17.3.3 Submission of EMD through BG: For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in 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.

IB.17.4 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.17.5 General Instructions for EMD Online Payment:

IB.17.5.1 The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.

IB.17.5.2 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.17.5.3 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.17.5.4 The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process.

- IB.17.5.5** All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- IB.17.5.6** For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in 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.
- IB.17.6** No interest shall be payable by WBSEDCL on the above Bid Guarantee.
- IB.17.7** The Bank Guarantee for EMD to be submitted as per format in Annexure-IV shall remain valid initially for a period of 180 days from the date of opening of the bid document. WBSEDCL Bank Details for preparation of BG for EMD are as follows:
1. Name of bank : CANARA Bank.
 2. Name of Branch : Salt Lake City Branch
 3. A/C No. : 2549261000122
 4. IFSC code : CNRB0002549
- IB.17.8** The Bid Guarantee shall be forfeited for any of the following reasons:
- IB.17.8.1** If during the period of bid validity, the bidder withdraws or modifies the bid in part or as a whole.
- IB.17.8.2** 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.17.8.3** If the successful bidder(s) fails to extend the validity period of EMD as per “Earnest Money” Clause of bid document.
- IB.17.8.4** If any cartel is formed by the tenderer in their quotation.
- IB.17.9** **Return of Earnest Money of the tenderer(s):**
- IB.17.9.1** 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.17.9.2** For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- IB.17.9.3** 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.17.9.4** 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.17.9.5** Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner. if not created earlier.
- IB.17.9.6** The “Bid Guarantee” of the unsuccessful Bidder/ Bidders, who have submitted in the form of BG, will be returned as per prevailing norms of WBSEDCL against their written claim, to the Chief Engineer (IT&C Cell), WBSEDCL, giving the reference to the NIT No., 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.17.9.7** The “Bid Guarantee”, of the successful Bidder/ Bidders, will be returned against their written claim, to the Chief Engineer (IT&C Cell), WBSEDCL, giving the reference to the NIT No., date of tender, amount, mode of Earnest Money deposited and details of Performance Guarantee – all in a complete form, after

the date of acceptance of Performance Guarantee to be submitted as per Performance Guarantee Clause of bid document.

IB.18. Opening and evaluation of tender:

IB.18.1 Opening of Technical Proposal

- IB.18.1.1** 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.18.1.2** Technical proposals for those tenderers whose successful payment confirmation towards EMD through online mode or original copies BG towards EMD have been received will only be opened. Proposals corresponding to which original copy of BG towards EMD has not been received, will not be opened and will stand rejected.
- IB.18.1.3** Intending tenderers may remain present if they so desire.
- IB.18.1.4** Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.

IB.18.2 Techno-Commercial Evaluation of Tender

- IB.18.2.1** 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.18.2.2** The summary list of tenderers, whose bids will be found techno-commercially eligible, will be available in the website <https://wbttenders.gov.in>. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers.
- IB.18.2.3** If any kind of financial quotes are found within the technical proposal, the respective bids will be liable for rejection.

IB.18.3 Opening and evaluation of Financial Proposal (Commercial Bid)

- IB.18.3.1** Financial proposals submitted by the tenderers in the prescribed format (**Annexure-V**) 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.18.3.2** 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.18.3.3** 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.18.3.4** The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.
- IB.18.3.5** No deviation in any form in the price-bid sheet is acceptable.
- IB.18.3.6** For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.

- IB.18.4** 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.19. Signing of Bids:

- IB.19.1** The bid shall be downloaded from the website www.wbtenders.gov.in and shall be signed by a person(s) duly authorized by the bidder.
- IB.19.2** The RFP download declaration, as per Annexure-III is to be furnished by the bidder. The WBSEDCL reserves the right to change the requirements. However, any such changes will be duly notified.
- IB.19.3** To be qualified for evaluation and finalization of contract, Bidder/ Bidders shall submit a written power of attorney (Annexure-IX), authorizing the signatory of the Bid to act on behalf of the Bidder in the form and manner which is acceptable by WBSEDCL.
- IB.19.4** All the pages of the bid and where, entries/ amendments have been made, shall be signed by the person/persons signing the bid.
- IB.19.5** 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 initialled by the person/persons signing the bid. Bids not duly signed shall be treated as cancelled.

IB.20. Conflict of Interest:

- IB.20.1** 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.20.2** Any Bidder found to have a Conflict of Interest if his near relative is posted as any employee/officer in any capacity in WBSEDCL, who is associated with the Tender Inviting Authority.
- IB.20.3** 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 the execution of the contract.
- IB.20.4** Any Bidder has a relationship with another Bidder/Bidders, directly or through common parties, that puts them in a position to have access to each other's information about, or to influence the Tendering Process of either or each of the other Bidder.

IB.21. Acceptance of Tender: Amongst the technically qualified bidders, L1 bidder will be decided on the basis of price bid evaluation for the overall work after satisfying each sub-category. Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons.

IB.22. Concession: No price preference will be allowed to any tenderer based on the size of the industry or its geographic location. Co-operative Society will not be considered with separate status.

IB.23. Issue of LOA: WBSEDCL will award the contract to the successful bidder whose bid has been determined to be 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.24. Acceptance of LOA: The successful bidder shall submit written unconditional acceptance of LOA within 15 (Fifteen) days from date of issuance of the same. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause. Failure to comply with may be liable for cancellation of orders and forfeiture of Bid Guarantee submitted by the bidder.

IB.25. 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. Moreover, WBSEDCL reserves right to disqualify any bidder during the tendering process in case any adverse remark related to data compromise/fraud comes into notice of WBSEDCL by any means where the bidder is directly or indirectly involved.

IB.26. Disqualification of Bidders: Adverse report / remark on CMAC Service against any order from any office under WBSEDCL may disqualify the candidature of the vendor at any point of time during processing of the tender.

IB.27. 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 **ANNEXURE-II**.

IB.28. Manufacturer's Authorization: The bidder (except OEM) shall submit Manufacturer's Authorization Form (**ANNEXURE-VIII**) as mentioned i.r.o. the quoted equipment.

IB.29. 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.

IB.30. Communication: The successful vendor, for communicating with WBSEDCL, for this job may use the following mail id: itcell@wbasedcl.in.

IB.31. Representative of Vendor:

IB.31.1 The successful vendor is required to nominate one person exclusively for this project from commencement to completion as a Nodal Officer with whom WBSEDCL will contact on all matters related to this order.

IB.31.2 The vendor has to specifically furnish to WBSEDCL, the name, designation, Telephone no. including mobile no., email address of such person.

IB.32. Time Schedule: The entire activity as per scope of work shall start after issue of LOA. **Date of issuance of LOA or any other date as agreed upon mutually prior to the commencement of the contract shall be considered as zero date.**

Activities	Time of Completion
As per Scope of Work	3 (Three) years from Zero Date.

IB.33. Taxes, Duties and Other levies:

IB.33.1 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.

IB.33.2 GST will be paid at actual as per the rules prevailing in India.

IB.34. P. F. Code: The vendor shall submit necessary PF code no.

IB.35. Confidentiality:

The RFP document is confidential and shall not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP document is being provided to the Recipient on the basis of undertaking of confidentiality to be given by the Recipient to the WBSEDCL. WBSEDCL may update or revise the RFP document or any part thereof. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The Recipient shall not disclose or discuss the contents of the RFP document with any officer, employee, consulting agency, director, agent or other person associated or affiliated in any way with the WBSEDCL or any of its customers or suppliers without the prior written consent of WBSEDCL except for bidding purposes.

Blank Page

SECTION-II

General Conditions of Contract [GCC]

GCC.1. General Terms:

- GCC1.1** The Bidder should have an office establishment in Kolkata, West Bengal.
- GCC1.2** The bidder has to furnish all the information as required regarding their offer.
- GCC1.3** Quotation from any sub-vendor will not be entertained.
- GCC1.4** Any form of consortium will not be allowed.
- GCC1.5** 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.
- GCC1.6** The Company reserves the right, to reject any or all the tenders, at its discretion, without assigning any reason whatsoever.
- GCC1.7** After placement of LOA, the vendor shall have to check the entire system under scope of work and submit a certificate for taking over the system in good condition.
- GCC1.8** The Bidder shall hand over the system to WBSEDCL in good working condition after the expiry of contract period.
- GCC1.9** No bidder shall be allowed to withdraw the bid once submitted.
- GCC1.10** 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.
- GCC1.11** WBSEDCL reserves the right to reject any or all bid(s) received without assigning any reason whatsoever.
- GCC1.12** WBSEDCL shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason, whatsoever.
- GCC1.13** Bids once submitted shall be treated as final and no further correspondence shall be entertained. No bid shall be modified after the deadline for submission of bids.

GCC.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.

GCC.3. Contract Period:

- GCC3.1** The Contract will remain valid for a period of 3 (Three) years from Zero Date. Date of issuance of LOA or any other date as agreed upon mutually prior to the commencement of the contract shall be considered as zero date.
- GCC3.2** The Contract period may be extended by another 1 (one) year with prevailing rate, terms and conditions after expiry of one(01) year Contract Period in case the performance of the vendor is certified as satisfactory by the Controlling Officer. The successful bidder shall submit a written declaration along with acceptance of LOA for providing another 1 (one) year service to WBSEDCL after completion of two-year service with prevailing rate, terms and conditions.

GCC.4. Force Majeure:

- GCC4.1** The vendor 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, pandemic (like COVID-19) 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.

- GCC4.2** WBSEDCL will not take any additional liability towards enhanced taxes, duties and price variation due to force majeure condition.

GCC.5.Taxes, Duties and Other levies:

- GCC5.1** **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.
- GCC5.2** GST will be paid at actual as per the rules prevailing in India.

GCC.6.Cancellation/Termination of Order: The WBSEDCL reserves its right to cancel the entire / unexecuted part of Purchase Order at any time, in the event of one or more of the following conditions:

- GCC6.1** Non-acceptance of LOA as per "Acceptance of LoA" clause.
- GCC6.2** Non-submission of Performance BG within time.
- GCC6.3** Delay in supply of licenses beyond the specified periods for reasons solely ascribed to the bidder.
- GCC6.4** Breaches in the terms and conditions of the Purchase Order/LOA.
- GCC6.5** For breach of SLA as mentioned in the "Breach of SLA" clause mentioned in Annexure-X, Service Level Agreement.
- GCC6.6** Failing to perform any other obligation(s) under the Contract
- GCC6.7** If conflict of interest found.
- GCC6.8** In each above cases 15 days' termination notice shall be issued prior to termination of LOA.

GCC.7.Pricing:

- GCC7.1** 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.
- GCC7.2** Price evaluation will be made on total price as mentioned in the Annexure-V.

GCC.8.Performance Guarantee:

- GCC8.1** As Contract Guarantee, the successful bidder has to furnish a performance Guarantee in the form of unconditional & irrevocable Bank Guarantee amounting to 3% of the total contract price on non-judicial stamp paper of Rs.100/- by any Schedule Bank in India, as per format enclosed (Annexure-VI). The BG shall be submitted to the CE, IT&C Cell, 3rd Floor, 'D' Block, Bidyut Bhavan, WBSEDCL. As Performance BG, 3% of Contract Price to be submitted within four weeks from the date of issue of LOA.
- GCC8.2** Bidders who will quote abnormally low rate from the estimate may require to furnish additional security @10% of the contract value in the form of BG (as per the format Annexure-XII) as per the discretion of WBSEDCL.
- GCC8.3** The Performance Guarantee shall cover the contract period for satisfactory performance. For any failure towards satisfactory performance on the part of the vendor, the Bank Guarantee will be liable to encashment and forfeiture.
- GCC8.4** Performance Guarantee furnished in any other form will not be accepted.
- GCC8.5** Performance Guarantee will not carry any interest.
- GCC8.6** The above Performance Guarantee is to be submitted within 45 days from the date of issue of the order. It shall remain valid up to 90 days beyond the contract period with claim period 180 days beyond the contract period.
- GCC8.7** In case the contract is renewed, the successful bidder has to extend the validity of the Performance Bank Guarantee for a further period of ninety (90) days beyond the renewed contract Period with claim period 180 days beyond the renewed contract period.

GCC.9. Service Level Agreement :

The Uptime of the system shall be maintained in the same manner as mentioned in the SLA .

The purpose of this SLA is to clearly define the levels of service to be provided by the bidder to WBSEDCL for the duration of this contract or until this SLA has been amended. The SLA parameters are defined in **Annexure-X**.

Description of Services to be Provided : The bidder shall provide service as defined in Scope of Work, in accordance to the definitions and conditions as defined.

Duration of SLA: This Service Level Agreement (**Annexure-X**) would be valid for entire period of contract.

GCC.10. Arbitration & Legal Jurisdiction:

GCC10.1 During execution of this contract, if any dispute arises thereby, shall be settled amicably between WBSEDCL and yourself to the extent possible.

GCC10.2 All disputes or differences in respect of which the decision if any has not become final shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act – 1996 or any statutory modification thereof. The venue of Arbitration shall be Kolkata only.

GCC10.3 The necessary legal affairs and / or court case shall be exclusively within the jurisdiction of Calcutta High Court in Kolkata only.

GCC.11. Contractor's representative:

GCC11.1 All the contractor's representative (including Service Support along with Project Manager) who will be skilled and experienced in their respective callings to handle the contract in regular i.e. 24*7*365 basis of this NIT of WBSEDCL should be proposed at the time of bidding in Annexure-II

GCC11.2 If the Contractor's representative is not named in the Contract, then within fifteen (15) days of the Commencement Date, the Contractor shall appoint the Contractor's representative and shall request the Purchaser in writing to approve the person so appointed. If the Purchaser makes no objection to the appointment within fifteen (15) days, the Contractor's representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fifteen (15) days giving the reason thereof, then the Contractor shall appoint a replacement within fifteen (15) days of such objection.

GCC11.3 The Contractor's representative shall represent and act for the Contractor at all times during the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.

GCC11.4 Any instruction or notice which the Purchaser gives to the Contractor's representative(s) shall be deemed to have been given to the Contractor. An instruction book shall be kept at Site to record instruction of the Purchaser or his representative at the time of Site visit.

GCC11.5 The Contractor shall not revoke the appointment of the Contractor's representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out on GCC 11.1 & GCC11.2.

GCC11.6 The Contractor's representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Purchaser and the Project Manager. Any act or exercise by any person of powers, functions and authorities so delegated to him or

her in accordance with this Sub-Clause GCC 11.6 shall be deemed to be an act or exercise by the Contractor's representative.

GCC11.7 The Contractor shall in addition to a Contractor's representative, employ one or more competent representative(s) to superintend the carrying out of the scope of work at Site. Such representative shall be fluent to communicate in local language for day to day work. Their names and contact addresses shall be communicated in writing to the Purchaser before commencement of Scope of work.

GCC.12. Emergency work:

GCC12.1 If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Works, the Contractor shall immediately carry out such work.

GCC12.2 If the successful bidder is unable or unwilling to do such work immediately, the Purchaser may do or cause such work to be done, as the Purchaser may determine it necessary in order to prevent damage to the installation. In such event the Purchaser shall, as soon as practicable after the occurrence of any such emergency, notify the successful bidder in writing of such emergency, the work done and the reasons thereof. If the work done or caused to be done by the Purchaser is such that the successful bidder was liable to do at its own expense under the Contract, the reasonable costs incurred by the Purchaser in connection therewith shall be paid by the successful bidder to the Purchaser.

GCC.13. Risk Purchase / Performance: Completion time (from Zero date) stipulated shall be deemed to be the essence of the contract and if the contractor fails to provide the services within the completion time , the purchaser shall be entitled to purchase such consignment and if not available the best and nearest available substitute elsewhere on the account and at the risk of the contractor or to cancel the contract and the contractor shall be liable to compensate for any loss or damage which the purchaser (WBSEDCL) may sustain by reason of such failure on the part of the supplier. Recovery will be made from the outstanding bills and/or through encashment of any Bank guarantee of the contractor lying/ to be lying with WBSEDCL.

GCC.14. Confidential Information:

GCC14.1 The Purchaser and the Contractor shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any Third Party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.

GCC14.2 The obligation of a party under GCC 14.1 above, however, shall not apply to that information which

GCC.14.2.1. now or hereafter enters the public domain through no fault of that party.

GCC.14.2.2. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto.

GCC.14.2.3. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

GCC14.3 The above provisions of this Clause GCC 10 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the ICT Infrastructure Solution or any part thereof.

GCC14.4 The provisions of this clause GCC 14 shall survive termination, for whatever reason, of the Contract.

GCC.15. Limitation of liability: Except in cases of gross negligence or wilful misconduct:

GCC15.1 Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay liquidated damages to WBSEDCL.

GCC15.2 The aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment/solutions, or to any obligation of the bidder to indemnify WBSEDCL with respect to patent infringement.

GCC.16. Non-Disclosure Information: The Selected Bidder shall not, without the WBSEDCL's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the WBSEDCL in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them. The Selected Bidder shall be required to provide an undertaking of Non-Disclosure Agreement with the WBSEDCL as per the prescribed format provided in Annexure-IIE.

GCC.17. The bidder shall adhere to IT Security Policies in place for WBSEDCL. A signed agreement on the organization letterhead regarding the same need to be submitted. Format has been given in Annexure VII.

GCC.18. Information Ownership: All information processed, stored, or transmitted by bidder belongs to the WBSEDCL. The bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

GCC.19. Publicity: Any publicity by the Vendor in which the name of the WBSEDCL is to be used should be done only with the explicit written permission of the WBSEDCL.

GCC.20. Privacy & Security Safeguard: The bidder shall not publish or disclose in any manner, without the WBSEDCL's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any WBSEDCL location. The bidder shall develop procedures plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all WBSEDCL data and sensitive application software. The bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the WBSEDCL's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any WBSEDCL location.

GCC.21. Corrupt and Fraudulent Practices:

GCC21.1 As per Central Vigilance Commission (CVC) directives, it is required that bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

GCC21.2 "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the WBSEDCL and includes collusive practice among bidders (prior to or after offer submission) designed to establish offer prices at artificial non-competitive levels and to deprive the WBSEDCL of the benefits of free and open competition.

GCC21.3 The Bidders shall furnish Annexure-IVA For genuineness of the information furnished on-line and authenticity of the documents produced before Tender inviting authority for verification in support of his eligibility.

GCC21.4 The WBSEDCL reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. The WBSEDCL reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

GCC.22. Confidentiality of The Bid Document

GCC22.1 The bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential. The bidder shall submit duly signed Confidentiality Undertaking as per Annexure-IF.

GCC.23. Submission of bills for payment:

GCC23.1 Bills are to be submitted to the office of the Chief Engineer(IT&C), IT&C Cell, 3rd Floor, Block-D, Bidyut Bhavan, Salt Lake City, Kolkata – 700091. All the bills in triplicate with necessary MIS reports (as asked by WBSEDCL) shall be submitted to the IT & C Cell by the Vendor as a proof of satisfactory performance of the contract.

GCC23.2 Bills in triplicate shall be certified by the concerned Controlling & Supervising Officer. Necessary MIS reports shall be certified by the Controlling & Supervising Officer.

GCC.24. Delivery and Payment Schedule

GCC24.1 Delivery Schedule:

SL No	Schedule	Timelines
1	Solution Delivery: Services provision on cloud, license assignment as per Scope of work, etc.	Within 02 (two) weeks from the date of Letter of Award(LOA)
2	Implementation, Data Migration and Training	Within 08(eight) weeks from the date of solution delivery
3	03(three) years on-site support (considering on-site support)	To start immediately after the completion of Implementation, Data Migration and Training.

GCC24.2 Payment Schedule:

SNO	Item	Item Details	Amount of Payment	Milestone to be achieved
1	One Time Implementation Cost	License Subscription Cost including ATP Cost for 1st Year	75% of License Cost	Delivery of Microsoft Office 365 Licenses (Adding of licenses to VLSC portal) and signing of Enterprise Agreement of Subscription + ATP Cost
2		One Time Implementation Cost (As per Scope of Work)	25% of License Cost + 50% of implementation Cost	On-boarding of all users and configuration of authentication (also through AD wherever applicable)
2		Data Migration Cost (As per Scope of Work)	50% Implementation cost+75% Migration cost	Completion of Migration of mail boxes of all users from IBM LOTUS MAIL solution + Migration of Data from other public mail box (e.g. Gmail, Yahoo mail etc)
4		Training Cost	25% of Migration cost +100% of Training Cost	On Completion of all trainings (8 nos. sessions for end User + 2 nos. sessions for Admin)
	Cloud Service Cost	License Subscription Cost +ATP Cost from 2nd Year	100% of Annual Charges	
5		01 (one) Onsite Technical Support Cost	25% of Annual Charges at the end of each Quarter	Help Desk Call Reports , SLA Reports, Uptime Reports

GCC.25. Payment terms:

- GCC25.1** Bids shall be quoted and payment shall be made in Indian Rupees only.
- GCC25.2** No advance payment will be made against this order in any circumstances.
- GCC25.3** The bids shall be quoted as per the Commercial Bid Form only. Any deviation from the format shall be treated as an invalid bid.
- GCC25.4** No additional payment apart from the tender bid value will be done under any circumstances.
- GCC25.5** All payments will be made by adopting electronic clearing system and electronic fund transfer.
- GCC25.6** Deduction of Income Tax, Goods and Services Tax and other applicable statutory duties would be as per the extant rules/laws.
- GCC25.7** Bills are to be certified by both Controlling and Supervising Officer.
- GCC25.8** The payments will be made after deducting penalties if any, based on the SLA and other MIS reports.
- GCC25.9** Bills are to be submitted to the office of the Chief Engineer, IT&C Cell, 3rd Floor, Block-D, Bidyut Bhavan, Salt Lake City, Kolkata – 700091.

GCC.26. Penalties

- GCC26.1** The timely delivery of services is the essence of the contract. In the event of vendor's failure to deliver, within the stipulated period as mentioned in the Contract period clause, the liquidated damages are payable by the vendor @ 0.5% (half of one percent) per week of delay or part thereof, of the unexecuted order value excluding Helpdesk and support services. However, the total liability of the Vendor under this clause shall not exceed 5% of the Total contract value
- GCC26.2** For every month of delay attributable to completion of migration of mailboxes, a penalty @5% of the respective line item for data migration in Commercial Bid (Annexure-V) may be imposed.
- GCC26.3** Liquidated Damages is not applicable for reasons attributable to the Purchaser and Force Majeure. However, it is the responsibility/onus of the bidder to prove that the delay is attributed to the Purchaser and Force Majeure. The bidder shall submit the proof authenticated by the bidder and the Purchaser that the delay is attributed to the Purchaser and Force Majeure along with the bills requesting payment.

GCC.27. Detail Address of Service Locations:

GCC27.1 Office of the Chief Engineer(IT&C), IT&C Cell, 3rd Floor, Block-D, Bidyut Bhavan, Salt Lake City, Kolkata – 700091.

GCC27.2 Central Data Center, WBSEDCL, Behind DLF-1 Building, Beside 33/11 KV Sub Station, Street No:41, Action Area-1, Newtown, Rajarhat.

GCC.28.WBSEDCL personnel for liaison:

GCC28.1 Controlling Officer: Addl. Chief Engineer-I, IT & C Cell, Bidyut Bhavan, WBSEDCL.

GCC28.2 Supervising Officer: Superintending Engineer, IT&C Cell, Bidyut Bhavan, WBSEDCL

GCC28.3 Paying Authority: - Manager(F&A), Establishment-Corporate, Bidyut Bhavan, WBSEDCL.

GCC.29.Enclosure:

1. Annexure-I: Bid Submission & Conformity Letter
2. Annexure-II: Mandatory Condition
3. Annexure-IIA: Bidder's Particulars
4. Annexure-IIB: Summary statement of average annual turnover
5. Annexure-IIC: Summary statement of Order Executed.
6. Annexure-IID - Non-Blacklisting Declaration
7. Annexure IIE: Non-Disclosure Agreement
8. Annexure-IIF - Confidentiality Undertaking
9. Annexure-III: RFP Download Declaration
10. Annexure-IV: Bid Guarantee-EMD-Format of BG.
11. Annexure-IVA: Undertaking.
12. Annexure-V : Commercial Bid / Unpriced BoQ
13. Annexure- VI: Format of Performance Bid Guarantee
14. Annexure-VII: Agreement for Adherence to WBSEDCL IT Security Policy
15. Annexure-VIII: MAF (Manufacturer Authorization Form)
16. Annexure-X: SLA
17. Annexure IX : Power of Attorney
18. Annexure-XI: Technical Bid form
19. Annexure-XII-Format of the Bank Guarantee for Additional Performance Security Deposit.

Blank Page

SECTION-III

Scope of Work [SW]

The Scope of Work (SOW) for Annual Subscription to Microsoft Office 365 Cloud Services on a Software-as-a-Service (SaaS) model basis and Three(03) years comprehensive support has been detailed below:

SW.1. Cloud Service Licenses:

SW.1.1 Annual Subscription licenses for WBSEDCL and its subsidiaries are sought for the following:

User Profile	License Type	No. of Users
Normal User	Office 365 Enterprise E1	1650
Management user	Office 365 Enterprise E3	10
For Power BI users	Office 365 Enterprise E5	2
For E1 & E3 users	Advance Threat Protection (Office 365 ATP Plan 1)	1660

SW.1.2 A provision to upgrade the subscription licenses to higher plans anytime during the contractual period should be available within the service

SW.1.3 A provision to delete excess number of subscription licenses that may arise owing to retirements, resignation, etc., and accordingly the licenses cost should be revised on monthly /yearly basis.

SW.1.4 The Licenses and Subscription Services must be Proposed under Enterprise Agreement (EA) of Microsoft.

SW.1.5 A provision to add new subscription licenses should be available during the contractual period at the same cost.

SW.1.6 Any other service/ features added/bundled to these plans by Microsoft during the contract period shall be delivered unconditionally and free of cost to WBSEDCL.

SW.1.7 The Data Centre hosting the Cloud/ Solution including Disaster Recovery (DR) and Business Continuity Plan (BCP) Data Centres should be located in India, with no network and data sharing/ replication to any other Data Centre outside boundaries of India

SW.1.8 Solution should be IPv6 Compliant with dual stack compatibility. Subsequent migration to IPv6 to be done, if required, without additional cost to WBSEDCL.

SW.1.9 Solution should have MIS capabilities with customisable reports, monitoring tool/ dashboard.

SW.2. General Service Requirements:

SW.2.1 Performance Requirements: Microsoft Office 365 Services should provide an uptime of 99.9% failing which penalties will be applicable as per SLA (as in Annexure-X)

SW.2.2 Scalability Requirements: The service should provide high scalability to accommodate up to - 5000 nos. users with all the features/ services enabled for all the users.

SW.2.3 MIS Report Generation Requirements: The services should provide standard MIS and customised reports for Administrators to monitor and manage the services and real-time view of the status of users, tickets, service health, utilisation and usage.

SW.2.4 Audit Trail & Logging Requirement: The service should maintain and manage the logs for all the necessary services used by the WBSEDCL.

SW.2.5 Audit logs reporting & Analysis tool: Log monitoring capabilities to be provided to the WBSEDCL and in case of incidents, security breaches, WBSEDCL has to be notified in real time. Tools and capabilities to analyse the usage of the licenses/ application/ functionality to be provided.

SW.2.6 The Vendor will ensure the engagement of Microsoft Fast Track Service be for Proper implementations.

SW.2.7 Admin Console: An Admin console of the system needs to be provided to WBSEDCL for monitoring of the system performance, uptime details, issues etc.

SW.2.8 Tracking of Resolution of issues: There should be tools/portal to track and monitor the resolutions of the issues raised by WBSEDCL.

SW.2.9 Microsoft Power Apps should be bundled with the other O365 components for WBSEDCL and no additional cost should be charged or quoted separately.

SW.3. Regulatory / Compliance Requirements:

The services should comply with all the Regulatory/ Compliance guideline of WBSEDCL/ Regulatory authority in India. WBSEDCL has the right to change the compliance/ guideline at any point of time and the service provider has to comply with the guidelines. Bank has right to audit by Bank, regulatory authority or any agency appointed by the Bank, the data centres/ premises wherein the solution is hosted or Banks data is kept.

SW.4. Data Privacy and Security Compliance Requirements:

The Services should meet all the compliance requirements indicated in the Annexure XI related to the data privacy and security.

SW.5. Features of Cloud Services:

The expected features from the cloud services are listed in the Annexure XI.

SW.6. Assessment and Planning:

SW.6.1 A detailed technical document and solution plan, which will provide a thorough and clearly-defined plan for a seamless migration to Office 365 including a significant focus on the communication and training requirements along with the Internet Bandwidth assessment

SW.6.2 Assessment of current mailing configuration – SMTP, MX, DNS, Limits, Disclaimer, Policies, Archival, Application Integration etc.

SW.6.3 Network Infrastructure Review: The Service Provider shall carry out WBSEDCL's Network Infrastructure assessment for WAN/Internet Design, Bandwidth Routing, Internet Policy, Security etc. and submit assessment report to the WBSEDCL clearly recommending the additional network bandwidth/ infrastructure requirements, if any. However, the Service Provider shall ensure that the solution is configured optimally for network bandwidth utilisation.

SW.6.4 User Distribution – geographic, profiling, etc.

SW.6.5 Client Configuration, access type

SW.6.6 Assessment of migration scenario – Office 365 configuration, third party tool configuration, license availability etc., including staffing

SW.6.7 Understanding of current IT support matrix, ticketing or support tracking.

SW.6.8 Prepare pre and post migration checklist.

SW.6.9 Define MS Teams role definition and orientation approach.

SW.6.10 Define user education/ training approach – webcast, mails, user guide, FAQs.

SW.6.11 Define project charter and escalation matrix.

SW.6.12 Create issues tracker.

SW.6.13 Define migration approach for moving all user data from the trial tenant to the licensed tenant seamlessly.

SW.6.14 Define migration approach with stages along with application integration.

SW.6.15 Define infrastructure access methodology, transition framework, facilities access.

SW.7. One-time Activities:

SW.7.1 Creation/Migration of Microsoft Office 365 User Accounts: WBSEDCL has availed IBM Lotus mail box of around 1600 users and Other Public mail box (e.g. Gmail, yahoo mail etc) for around 500 users which have to be migrated into the licensed Microsoft Office 365 Cloud Services if WBSEDCL desires so.

- SW.7.2** Creation of new Microsoft Office 365 accounts and on-boarding all the necessary services to the users.
- SW.7.3** Migration of Email Services: The existing hosted email services has to be migrated completely from IBM Lotus mail into Microsoft On-Cloud Hosted Collaboration Services.
- SW.7.4** All Active email boxes with the complete data available within the mailboxes must migrated into the Exchange Online services. Currently, the size of active mailboxes is around 400.00 GB.
- SW.7.5** A mechanism to extract all archived emails from the existing on-premise setup to new Archiving Services should be designed and put in place for use in future, if needed. However, the present “Scope of Work” does not include the above activity to be taken up.
- SW.7.6** All the cloud service features under Microsoft Office 365 have to be enabled and configured suitably for the users as desired by the WBSEDCL.
- SW.7.7** The requirement feature list for cloud services has been added in the **Annexure XI**.

SW.8. Solution Implementation:

- SW.8.1** The Service Provider shall implement the solution as required to meet the requirements of WBSEDCL.
- SW.8.2** Team deployed by the Service Provider to implement the solution should be competent and proficient to implement the solution as per scope of work
- SW.8.3** The Service Provider must furnish an undertaking confirming on the valid contract(s) with other vendor(s) whose products the Service Provider would be obtaining for the purposes of performance of its services as contemplated in this RfP and the subsequent Contract.
- SW.8.4** The Service Provider is expected to support the UAT of the Exchange Online as part of deployment and subsequent changes.
- SW.8.5** Add/ update DNS name, MX Pointer, CNAME, Auto discover, SIP, SPF records to verify and activate Office 365 Cloud organization.
- SW.8.6** All standard email security protocols and methods like DMARC, DKIM, ATP, SPF etc. should be configured in Exchange Online.
- SW.8.7** Project Documentation and Stabilization support.
- SW.8.8** Assignment of licenses and user activation as per profiles/ requirements provided by WBSEDCL.
- SW.8.9** The existing WBSEDCL domain (wbasedcl.in) has to be configured and all the necessary settings should be carried out to facilitate access of email and other services from Microsoft Office 365.
- SW.8.10** The system should be configured in such a way that the existing mail ids in the domain basedcl.in shall be continued with the new users, i.e. the existing users in IBM Lotus mail solution will continue with respective existing mail ids.
- SW.8.11** Creation of Solution Portal and customisation of portal interface as per WBSEDCL’S requirement.
- SW.8.12** Design custom home page for WBSEDCL mail.
- SW.8.13** Solution should be integrated with WBSEDCL’S Active Directory (AD)/ Active Directory Federation Services, synching of AD objects for WBSEDCL accounts.
- SW.8.14** Service Provider should ensure solution compatibility with WBSEDCL’S Desktop build of Windows 8 and above and all commonly used browsers viz. Internet Explorer, Chrome, Mozilla, Firefox, Safari, etc.
- SW.8.15** Solution should be able to work and integrate seamlessly with WBSEDCL’S existing investments of Microsoft Office Suite of Applications – where Microsoft Objects could be embedded with Microsoft Office 365 without loss of any of their native functionality.

- SW.8.16** Vendor shall ensure to facilitate the WBSEDCL to make use of all the features and functionalities of selected plans and its constituent components.
- SW.8.17** The Service Provider must provide Microsoft certified personnel On-site to manage Exchange Online for email services, user management of Microsoft Office 365, Teams Management, etc.,
- SW.8.18** The Service Provider should have presence in Kolkata.
- SW.8.19** The solution must comply with the standards and guidelines issued by Government of India / RBI/TRAI from time to time.
- SW.8.20** Deployment and configuration of PowerApps Service-best practices.
- SW.8.21** Relevant Knowledge transfer to WBSEDCL developers/engineers on PowerApps.
- SW.8.22** Basic workflow/application and internal portal deployment using Power Apps as a reference case- Implementation should be done jointly with WBSEDCL Dev team for hands on Experience. No Additional charges to be taken for this service.
- SW.8.23** Integration of the portal/application with existing SAP and CRM module. Also Show hands-on process and demonstration.
- SW.8.24** Microsoft and the bidder must do a free of cost POC for the Power BI solution as a used case for WBSEDCL. Power BI from procured O365 E5 license to be used for the POC.

SW.9. Data Migration:

- SW.9.1** The Service provider shall be responsible for successful data migration of existing IBM LOTUS MAIL boxes considering the following:
- SW.9.2** Service Provider shall develop a data migration strategy covering data migration and testing, in consultation with WBSEDCL
- SW.9.3** In first phase all the primary, individual as well as common, mail boxes hosted on WBSEDCL's central mail server shall be migrated. Migration of mail boxes shall be done all the active mails, archived mails, folders, subfolders contained within a mail box.
- SW.9.4** Service Provider shall ensure that during migration activity, there is no mail communication disruption faced by WBSEDCL as well as external users.
- SW.9.5** Service Provider shall ensure the migration of archival data for other mail from public mailbox (e.g: Gmail, yahoo mail etc.) of about 500 nos. users if so desired by WBSEDCL. For the same no additional cost would be charged by the vendor. Cost of the third-party tools, if needed, for the same would completely be borne by the vendor itself.
- SW.9.6** Both online & offline archival data for IBM LOTUS MAIL box and other public mail boxes resides in the local laptop/PC of the end users of WBSEDCL.
- SW.9.7** Any additional software tool required for the migration of mail boxes shall be the responsibility of the Service Provider and WBSEDCL will not make any additional payments towards the same. However, server & storage requirements, if any, for the migration activity shall be met by WBSEDCL.

SW.10. Hardware/ Software/ Network etc. requirements:

- SW.10.1** In case of any hardware requirements viz. Server, Storage, Network equipment etc. to be met by the WBSEDCL for integration of the solution with WBSEDCL's infrastructure and/ or data migration activity, details of such requirements along with purpose and specifications of the same, should be clearly mentioned in their bid as part of Solution Architecture.
- SW.10.2** Any additional software component required, if any, for smooth integration and/ or for data migration activity should be factored by the bidders in their bid as the WBSEDCL will not make any additional payment what so ever towards such software components.

SW.11. Reverse Data Shifting:

- SW.11.1** In the event of completion of the contract in normal course or on termination of contract, Service Provider shall shift the data back to WBSEDCL's or any of its designated 3rd party's on-premise/ cloud hosted infrastructure. The Service Provider should sort out operability issue, if any, for smooth shifting of such data.

- SW.11.2** The Vendor/Service Provider shall shift the data back to WBSEDCL's or any of its designated 3rd party's on-premise/ cloud hosted infrastructure as per the following schedule:
1. In Quarterly basis
 2. In the event of completion of the contract in normal course or on termination of contract.

SW.12. User Training:

- SW.12.1** Service provider shall provide 06 online training sessions in the first Two months (8 nos. Training Sessions for end user + 2 nos. Training Sessions for Admin user) on use of Microsoft Office 365 features. The training would be an event for unlimited users of WBSEDCL and subsidiaries to join the session.
- SW.12.2** Service provider shall provide training sessions in the first two months to Admin users covering technical areas to WBSEDCL's IT Team.
- SW.12.3** Detailed training methodology, schedule, duration, venue etc. shall be finalised in consultation with WBSEDCL.

SW.13. On-Going Activities: Management, Monitoring, Support and Reporting:

- SW.13.1** The Service Provider should provide Help Desk Support to users during 9 hrs x 5 days (Monday to Friday).
- SW.13.2** As and when required, need based help-desk support may be required on Saturday/ holidays with no additional cost.
- SW.13.3** The Help Desk should be accessible to users through an online ticketing mechanism for raising user queries/ tickets and real time updates.
- SW.13.4** Escalation Matrix should be in place and provided to the WBSEDCL for unresolved issues.
- SW.13.5** The Service Provider should have the ability to generate SLA and MIS reports periodically e.g. volume of call per day, resolution percentage, categories of the issues etc. for which calls/ mails/ tickets are received.
- SW.13.6** The Service Provider should monitor the delivery of the service and submit service outage reports along with service credits as offered by Microsoft.
- SW.13.7** Issues pertaining to network and hardware viz. Desktops/ Mobile devices/ on- premises server will be out of the SLA and will be WBSEDCL's responsibility.
- SW.13.8** A Service Health Dashboard provided by either Microsoft or the Service Provider should be available for monitoring the service
- SW.13.9** Activities like but not limited to User Id creation, deletion, modification, mail configuration, add/ remove group membership, mail routing & mail delivery permission, mail tracking, service management, archival management and security management shall be in the scope of support.
- SW.13.10** Service Provider shall have Back to back support arrangement with the Microsoft and it would be the responsibility of the Service Provider to co-ordinate with Microsoft for early resolution of issues.
- SW.13.11** In addition to the Help Desk Support, Service Provider should deploy on-site technically qualified and competent resources to email services, user management of Microsoft Office 365, Teams Management etc.
- SW.13.12** The Service Provider should provide professional qualification certificate and experience certificate of the resources.
- SW.13.13** The Service Provider should provide predefined change mechanism for onsite resources so that the transition, if any, can be smooth
- SW.13.14** DNS Services which include management of all DNS records of the WBSEDCL's and its subsidiaries domains shall be provided along with O365 Cloud Services.

SW.14. Documentation:


As part of deliverables, successful bidder shall prepare/submit following documents and certifications:

- SW.14.1** Enterprise Agreement of Subscription
- SW.14.2** OEM Authorization letter
- SW.14.3** Project Documentation – Service Architecture, Implementation & Roll-out plan, Data Migration Plan.
- SW.14.4** SOP Document for remote users for operating all the service components.
- SW.14.5** User Training material in soft form.
- SW.14.6** Microsoft Compliance Certifications: Obtain Microsoft compliance certifications that ensure compliance with national, regional, and industry-specific requirements governing the collection and use of data. These should include compliance with the following:
- SW.14.7** Guidelines on Managing Risk and Code of Conduct in Outsourcing of financial services by banks (RBI)
- SW.14.8** Guidelines on Information Security, Electronic Banking, Technology Risk Management, and Cyber Frauds(RBI)
- SW.14.9** Outsourcing of Activities by Indian Insurers Regulation (IRDAI) Accreditation provided by MeitY to Microsoft for delivering cloud services should be submitted.

SW.15. Solution Delivery and Implementation Schedule:

The Service Provider shall be required to deliver and implement the solutions as per following time lines, failing which liquidated damages (LD) as applicable shall be levied:

SL No	Schedule	Timelines
1	Solution Delivery: Services provision on cloud, license assignment as per Scope of work, etc.	Within 02 (two) weeks from the date of Letter of Award(LOA)
2	Implementation, Data Migration and Training	Within 08(eight) weeks from the date of solution delivery
3	03(three) years on-site support (considering on-site support)	To start immediately after the completion of Implementation, Data Migration and Training.


 Chief Engineer, IT&C Cell
 WBSEDCL

Blank Page

Annexure-I - Bid Submission & Conformity Letter

(On the organisation Letter Head)

To

The Chief Engineer (IT&C), IT&C Cell
3rd Floor, D Block, Vidyut Bhavan,
Saltlake, Kolkata -700 091
West Bengal (India).

Dear Sir/ Madam,

Subject: Response to RFP Ref No. _____

We, the undersigned bidder, having read and examined the aforesaid RFP document in detail, do hereby propose to extend the services as specified in the Tender document referenced above and submit the Technical bid and commercial bid inside separate envelopes in prescribed formats as per requirement.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

If our Bid is accepted, we will obtain the Performance Bank Guarantee from a Bank for a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the WBSEDCL.

We agree to abide by this Bid for a period of 180 days from the last date of submission of Bid and shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that our prices are valid for a period of minimum three(03) years from the date of acceptance of Letter of Award(LOA).

We further confirm that, until the Purchase Order is accepted, this Bid, together with WBSEDCL's written acceptance thereof and the notification of Award shall constitute a binding Contract between us.

We also understand that we do not have any option to raise any objection against any of the said processes defined in the RFP in any future date.

We understand and accept that WBSEDCL is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and WBSEDCL's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

We understand that the Bank is not bound to accept the lowest or any Bid received.

Thanking you,

Yours sincerely,

Date
Place

Signature of Authorised Signatory
Name of Authorised Signatory
Designation
Name of the Organisation (Seal)

ANNEXURE-II-Mandatory Condition

SI No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No
1	The bidder must be an Indian firm/ company / organization registered under the Companies Act	Copy of the Certificate of Incorporation issued by Registrar of Companies and full address of the registered office	
2	The bidder should be a Licensed Solution Provider of Microsoft, capable of signing Enterprise Agreement of Subscription.	OEM Authorization letter to this effect as per the Proforma given in Annexure-VIII	
3	Bidder should have experience of executing Minimum two (02) projects with minimum 1,000 nos. subscription licenses in last five (05) years and involving migration from Lotus Notes Mail, G-suite, Netcore, Zimbra or a similar email and/or collaboration setup to Microsoft Office 365 services in at least two (02) projects.	Copies of the order and Certificate of Completion of the work, self-attested by the authorized signatory with company seal along with the Annexure-IIC.	
4	The bidder should have a minimum average turnover of Rs. 10.00 crores` in any three consecutive financial years within 2017-18, 2018-19, 2019-20, 2020-21. The bidder should have positive net worth as on 31 March 2021.	Provide the turnover in a separate sheet (as per Annexure-IIB) with Auditor's signature along with following supporting document duly attested i. Audited Balance Sheet for any three consecutive financial years within 2017-18, 2018-19, 2019-20, 2020-21. ii. PL Account for consecutive for any three consecutive financial years within 2017-18, 2018-19, 2019-20, 2020-21.	
5	The bidder should have its own Engineers for direct support.	List of Engineers details to be enclosed.	
6	Bidder must Comply with all statutory obligations.	Provide the following required nos. in a separate sheet (as per Annexure- IIA) duly attested with following supporting documents. i. Copy of PAN Card ii. GST certificate iii. Registration no of the company	
7	The bidder shall have a registered office in Kolkata and having operations in India.	A documentary proof with complete address details and contact person details and Certificate of Incorporation.	

SI No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No
8	Must comply to the Conflict of Interest clause as mentioned in the tender.	Self declaration	
9	Banker's certificate regarding financial capability issued for three financial years for any three consecutive financial years within 2017-18, 2018-19, 2019-20, 2020-21.	Banker's certificate	
10	Agreement for adherence to WBSEDCL IT Security Policy	Declaration as per the Annexure VII needs to be submitted.	

Note:

- 1) Documentary evidence must be furnished against each of the above criteria. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.
- 2) The Bidder must comply with all the above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. The criteria mentioned above is mandatory.
- 3) Only those who fulfil all the eligibility criteria will qualify for next phase
- 4) Photocopies of relevant documents / certificates duly attested by authorized signatory and company seal affixed should be submitted as proof in support of the claims made.
- 5) WBSEDCL reserves the right to verify / evaluate the claims made by the Bidder independently

Signature of the bidder with Office Seal

Annexure-IIA -Bidders Particulars

1.	Name of the tenderer with office address Tel No./Fax no./Email address	:			
2.	Address of Kolkata office and Tel no./Fax no./ E-mail address with the name of contact person	:			
3	Contact Person with Telephone No., Mobile No., E-mail ID and FAX No. of the Bidder	:			
4.	GST registration No.	:			
5.	Earnest Money (Amount and in the form of BG/NEFT/Online) submitted	:	6.	Category of organisation	
7.	Details of Earnest Money submitted:	:	8.	Company Registration No.	
9	PAN Card No	:			
10.	Whether agreed to (YES/NO):	:			
	a) Terms of Payment	:	c)	Risk purchase clause	
	b) Earnest Money clause	:	d)	Liquidated damage clause	
11.	Offer valid upto	:	180 days from the date of opening of Technical Part of the Tender.		
12.	The price should be Firm.	:	The Prices are Firm.		
13.	Whether the bidder has submitted a) GST certificate b) Copy of PAN Card c) Company Registration certificate e) PF Registration No. & valid up to (a copy should be enclosed)				

(Signature and Seal of Tenderer)

Dated-----

Annexure-IIB-Certificate regarding Summary Statement of Yearly Turnover

This is to certify that the following statement is the summary of the audit report /tax audit report arrived in favour of for the **three consecutive** financial years period within 2017-18, 2018-19, 2019-20, 2020-21.

Sl. No.	Financial		Remarks
	Year	Turnover rounded up to two digits after decimal (Rs. In Lakh)	
1	2017-18		
2	2018-19		
3	2019-20		
4	2020-21		
Total			

Average Turnover for any three consecutive year:

Note:

1. Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
2. Average turnover for 3 years is to be obtained by dividing the total turnover by 3. **(for any three consecutive financial years within 2017-18, 2018-19, 2019-20, 2020-21)**

(Signature with Designation & Seal)

Dated-----

Annexure-II C-STATEMENT OF ORDERS EXECUTED DURING LAST FOUR FINANCIAL YEARS.

Sl. No.	Work Description	Financial year	Order No. and date	Name order issuing authority	Order Value in Rs.	Scanned Copy of Completion of the order submitted (YES/NO)	Remarks

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

Dated-----

Annexure-IID - Non-Blacklisting Declaration

(On the Organization's letter head)

Part A. In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner have been placed on black list declared by any Bank, Financial Institution, Govt.'s Vendor Black List except as indicated below:
(Here give particulars of blacklisting and in absence thereof state "NIL")

Part B. In the case of a Partnership Firm:

We hereby declare that neither we, M/s. _____, submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on blacklist declared by any Bank, Financial Institution,
Govt's Vendor Black List, except as indicated below
(Here give particulars of blacklisting and in the absence thereof state "NIL")

Part C. In the case of Company:

We hereby declare that we have not been placed on any black list declared by declared by any Bank, Financial Institution, Govt's Vendor Black List, except as indicated below: (Here give particulars of black listing and in the absence thereof state "NIL")
It is also understood that if this declaration is found to be false in any particular, WBSEDCL shall have the right to reject my/our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place: Signature of Bidder: _____

Date: Name of Signatory: _____

Annexure-II E-Non-Disclosure Agreement Form

On bond Paper Value Rs 100/-

This Non-Disclosure Agreement made and entered into at this.....day of 2021 BY AND BETWEEN Company Limited, a company incorporated under the Companies Act, 1956 having its registered office at (hereinafter referred to as the Implementation partner, which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;
AND

West Bengal State Electricity Distribution Company Limited , a body corporate established under an act of Parliament, viz., West Bengal State Electricity Distribution Company Limited Act, 1981 having its registered office of WBSEDCL Vidut Bhavan, Vidut Bhavan, Saltlake, Kolkata -700 091

West Bengal (India). (hereinafter referred to as “WBSEDCL” which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the OTHER PART.

The System Integrator and WBSEDCL are hereinafter collectively referred to as “the Parties “and individually as “the Party”

WHEREAS:

1. WBSEDCL is engaged in Banking business and floated a Request for Proposal to appoint an System Integrator for Request for Proposal for Supply, Installation, Configuration, Testing, Commissioning and Maintenance of Network Switches at WBSEDCL's 33 Regional Offices/ Training Establishments, the scope of which is specified in Response to RFP Ref No. _____ and whereas

_____ (Name of Vendor) has through an RFP process, bid for the work. In the course of such assignment, it is anticipated that WBSEDCL or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the System Integrator some Confidential Information (as hereinafter defined), to enable the System Integrator to carry out the aforesaid exercise (hereinafter referred to as " the Purpose").

2. The System Integrator is aware and confirms that the information, data and other documents made available in the Agreement /Contract and thereafter regarding the services delivered in this RFP or otherwise shall remain confidential.

3. The System Integrator is aware that all the confidential information under the Bid documents or those shared under the terms of this Agreement or Contract is privileged and strictly confidential and/ or proprietary to WBSEDCL.

4. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

5. Receiving Party means who receives the confidential information.

6. Disclosing Party means who discloses the confidential information.

NOW, THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the above premises and WBSEDCL granting the System Integrator and or his agents, representatives to have specific access to WBSEDCL property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information

(i) “Confidential Information” means all information disclosed/furnished by WBSEDCL or any such information which comes into the knowledge of the System Integrator during the course of engagement,

whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the System Integrator to carry out the assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Confidential Information" also includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

(ii) Information such as (i) intellectual property information; (ii) technical or business information or material not covered in (i); (iii) proprietary or internal information relating to the current, future and proposed products or services of WBSEDCL including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; (iv) information disclosed pursuant to this agreement including but not limited to Information Security policy and procedures, internal policies and plans and Organization charts etc.; and (v) all such other information which by its nature or the circumstances of its disclosure is confidential

(iii) "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know-how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

iv) The System Integrator may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within fifteen days of such disclosure.

Confidential Information does not include information which:

- (a) Is or subsequently becomes legally and publicly available without breach of this Agreement.
- (b) was rightfully in the possession of the System Integrator without any obligation of confidentiality prior to receiving it from WBSEDCL, or prior to entering into this agreement, the recipient shall have the burden of proving the source of information herein above mentioned and are applicable to the information in the possession of the recipient.
- (c) was rightfully obtained by the System Integrator from a source other than WBSEDCL without any obligation of confidentiality,
- (d) was developed by for the System Integrator independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence.
- (e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- (f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.

Confidential Information shall at all times remain the sole and exclusive property of WBSEDCL. Upon termination of this Agreement, Confidential information shall be returned to WBSEDCL or destroyed at its

directions. The destruction of information if any, shall be witnessed and so recorded, in writing, by an authorised representative of each of the Parties. Nothing contained herein shall in any manner impair or affect rights of WBSEDCL in respect of the Confidential Information.

In the event System Integrator is legally compelled to disclose any Confidential Information, System Integrator shall give sufficient notice of 45 days to WBSEDCL to prevent or minimize to the extent possible, such disclosure. System Integrator shall disclose to third party i.e. any Confidential Information or the contents of this Agreement without the prior written consent of WBSEDCL. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the System Integrator will apply to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement.

2. Non-disclosure

The System Integrator shall not commercially use or disclose any Confidential Information or any materials derived there from to any other person or entity other than persons in the direct employment of the System Integrator who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The System Integrator shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to prevent unauthorized use or disclosure. The System Integrator agrees to notify WBSEDCL immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding 'WBSEDCL' and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 50% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
- b) Any aspect of WBSEDCL's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
- c) Business processes and procedures; or
- d) Current and future business plans; or
- e) Personnel information; or
- f) Financial information.
- g) Capital adequacy computation workings

3. Publications

The System Integrator shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, including references whether through media, social network or otherwise, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of WBSEDCL.

4. Term

This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by WBSEDCL, whichever is earlier. The System Integrator hereby agrees and undertakes to WBSEDCL that immediately on termination of this Agreement it would forthwith cease using

the Confidential Information and further as directed WBSEDCL promptly return or destroy, under information to WBSEDCL, all information received by it from WBSEDCL for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The System Integrator further agrees and undertake to WBSEDCL to certify in writing to WBSEDCL that the obligations set forth in this Agreement have been fully complied with.

Obligation of confidentiality contemplated under this Agreement shall continue to be binding and applicable without limit in point in time. The System Integrator agrees and undertake to treat Confidential Information as confidential for a period of [five (5)] years from the date of receipt and in the event of earlier termination of the Contract/Agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information for a further period of [two (2)] years from the date of such early termination.

5. Title and Proprietary Rights

Notwithstanding the disclosure of any Confidential Information by WBSEDCL to the Implementation partner, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with WBSEDCL.

6. Return of Confidential Information

Upon written demand of the Disclosing Party, the Receiving Party shall (i) cease using the Confidential Information, (ii) return the Confidential Information and all the copies, abstracts, extracts, samples, notes, modules thereof to the Disclosing Party within seven (07) days after receipt of notice, and (iii) upon request of Disclosing Party, certify in writing that the Receiving Party has complied with the obligations set forth in this paragraph.

7. Remedies

7.1. The System Integrator acknowledges the confidential nature of Confidential Information and breach of any provision of this Agreement by the System Integrator will result in irreparable damage to WBSEDCL for which monetary compensation may not be adequate and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof. WBSEDCL shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Implementation partner, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement. Any claim for relief to WBSEDCL shall include WBSEDCL's costs and expenses of enforcement (including the attorney's fees).

7.2. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

7.3. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

7.4. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- a. Suspension of access privileges
- b. Change of personnel assigned to the job

c. Financial liability for all direct damages which disclosing party has incurred as a result of a finally determined breach of the terms of this agreement by the Recipient or its employees or advisors or representatives.

d. Termination of contract

7.5. Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

8. Entire Agreement, Amendment, Assignment

This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes any and all prior oral discussions and/or written correspondence or agreements relating to non-disclosure between the parties. The Agreement may be amended or modified only with the mutual written consent of the parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.

9. Miscellaneous

9.1. Any software, material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

9.2. Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

9.3. The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

9.4. For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the consultants to WBSEDCL shall be the property of the WBSEDCL and shall not be considered as confidential information to the WBSEDCL. However, such service / solutions or other deliverables shall be considered as confidential information by the consultant and shall not be disclose such details to any third parties without having the express written permission of the WBSEDCL.

9.5. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

9.6. In case of any dispute, both the parties agree for sole arbitration. The said proceedings shall be conducted in English language at Kolkata and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

9.7. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

9.8. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

9.9 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

10. Suggestions and Feedback

10.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other

party (hereinafter "feedback"). Both parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

11. Governing Law

The provisions of this Agreement shall be governed by the laws of India and the competent court at Kolkata shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.

12. General

WBSEDCL discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, and merchantability, fitness for a particular purpose, title, non-infringement, or anything else.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

BUYER

Name of the Officer

Designation

WBSEDCL

BIDDER

Chief Executive Officer

Organisation

Witness

1. _____

2. _

Witness

1. _____

2. _

Annexure-IIF-Confidentiality Undertaking
(On the organisation's letter head)

Ref No: _____

Date:--/--/2021

To

The Chief Engineer (IT&C), IT&C Cell
3rd Floor, D Block, WBSEDCL
Vidyut Bhavan, Saltlake,
Kolkata -700 091, West Bengal (India).

Dear Sir,

We acknowledge that during the course of bidding for Request for Proposal (RFP) floated for procurement of the Solution, we shall have access to and be entrusted with the Confidential Information. In this letter, the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to WBSEDCL and its business that is provided to us pursuant to this Undertaking.

In consideration of you providing opportunity to us to bid, and for this purpose making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential and take all steps necessary (including but not limited to those required by this Undertaking), to preserve such confidentiality.
2. We shall use the Confidential Information solely for the preparation of our response to the RFP and not for any other purpose.
3. We shall not disclose any Confidential Information to any other person or firm, other than the following :-
 - With your prior written consent, such consent not to be unreasonably withheld;
 - To the extent that such disclosure is required by law;
 - To the extent that such disclosure is required by any Rule or requirement of any regulatory authority with which we are bound to comply; and
 - To our professional advisors for the purposes of seeking advice. Such professional advisors will be informed of the need to keep the information confidential.
4. We shall not disclose or divulge any of the Confidential Information to any other client of _____ (name of product vendor / implementation partner)
5. This Undertaking shall continue perpetually unless and to the extent that you may release it in writing and we shall be liable for any breach of the terms and conditions contained herein.
6. This Undertaking shall be governed by and construed in accordance with Indian Law and any dispute arising from it shall be subject to the exclusive jurisdiction of the Kolkata courts.

Yours Sincerely

Signature and Stamp of Company

Authorised Signatory Designation with Date

Annexure-III - RFP Download Declaration

(On the organization's letter head)

Ref No:_____ Date: --/--/2021

To

The Chief Engineer (IT&C), IT&C Cell
3rd Floor, D Block, Vidyut Bhavan,
Saltlake, Kolkata -700 091
West Bengal (India).

Sir,

Subject:

Kindly refer to your RFP No. published on the website www.wbtenders.gov.in downloaded from electronic media. We wish to confirm that we have downloaded the complete RFP document from the website /electronic media. We shall submit the RFP document as per your prescribed specifications for Technical & Commercial Bid.

I/We have downloaded this RFP document from the internet site www.wbtenders.gov.in electronic media and I/we have not tampered / modified the RFP forms in any manner. In case, if the same is found to be tampered / modified, I / we understand that my / our bid will be summarily rejected and full earnest money deposit, if any will be forfeited and I/we am/are liable to be banned from doing business with WBSEDCL / other PSUs and/or prosecuted.

I /We shall submit a signed copy of the RFP, as a token of acceptance of all the terms & conditions mentioned in the RFP.

Yours Sincerely,

Date:

Signature of Tenderer with

Seal:Phone:

Fax No.:

E-mail address:

ANNEXURE-IV-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 Bhavan
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 _____ 2021 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 valid for a period of one year and may be extended from time to time and claim period will be further 3 months.

ANNEXURE-IVA-PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

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

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

1. We are submitting Tender for the Work ----- against Tender Notice No. ----- dated, -----
2. None of the Partners of our firm is relative of employee of ----- (Name of the Company).
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/ incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning / delisting of our firm and all partners of the firm etc.

(Signature of the Tenderer with Seal)

Dated-----

Annexure-V-Commercial Bid (Amount in Rupees)

Validate
Print
Help

Item Wise BoQ

Tender Inviting Authority:

Name of Work:

Contract No:

Name of the Bidder/ Bidding Firm / Company :

Not to Be Quoted Here

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 #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	Unit Cost Per Year Excluding GST in RS	GST (If applicable in Percentage)	GST Amount Per Year in Rs	One Time Implementation Cost including GST in Rs	Total Cost Per Year excluding GST in Rs	Total Yearly Cost including GST in RS	TOTAL AMOUNT for Three(03) years including taxes in Rs	TOTAL AMOUNT in Words	
1	2	4	5	12	7	8	9	16	47	11	12	13	
1	License, ATP, Support Cost												
1.01	Per User License Cost for Microsoft O365 Plan E1	1650.00	Nos	INR		18.00	0.00	0	0.000	0.000	0.000	INR Zero Only	
1.02	Per User License Cost for Microsoft O365 Plan E3	10.00	Nos	INR		18.00	0.00	0	0.000	0.000	0.000	INR Zero Only	
1.03	Per User License Cost for Microsoft O365 Plan E5	2.00	Nos	INR		18.00	0.00	0	0.000	0.000	0.000	INR Zero Only	
1.04	Per User Advance Threat Protection (ATP) Plan1 (O365 ATP Plan1)	1660.00	Nos	INR		18.00	0.00	0	0.000	0.000	0.000	INR Zero Only	
1.05	01 (one) Onsite Technical Support Cost	1.00	Nos	INR		18.00	0.00	0	0.000	0.000	0.000	INR Zero Only	
2	[One time Implementation Cost]												
2.01	One Time Implementation Cost including Data Migration Cost (As per Scope of Work)	1.00	Nos	INR		18.00	0.00	0.000		0.000	0.000	INR Zero Only	
2.02	Training Cost (8 nos. Training sessions for end User + 2 nos. Training sessions for Admin users)	1.00	Nos	INR		18.00	0.00	0.000		0.000	0.000	INR Zero Only	
Total in Figures										0.000	0.000	INR Zero Only	
Quoted Rate in Words		INR Zero Only											

- i. Quantity of the License Count / ATP will be revised per year as per actual with Anniversary Offer owing to retirements, resignation, etc. of users of WBSEDCL and accordingly the total licenses cost may be revised.
- ii. Having perused the Bid Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our services as vendor, in conformity with the said Bid Documents at rates mentioned above.
- iii. All Taxes / Duties / levies and charges for packing, forwarding, freight, transit insurance, loading and unloading, are included in the Bid price.
- iv. Applicable taxes would be deducted by the WBSEDCL at source, if any, as per prevailing rates.
- v. The unit price quoted shall remain fixed for a period of 03(Three) years for all additional licenses procured and for each Line items.
- vi. If there is any downward revision of price, it will be passed on to WBSEDCL without any delay.
- vii. In case of discrepancy between unit price and total price, the unit price shall prevail.
- viii. The unit / total price of the equipment has been rounded off to the nearest rupee.
- ix. For the above, any decision of WBSEDCL, in this behalf shall be final, conclusive and binding on bidder.

Date:

Name & Signature of the Bidder with Company Seal Place & Business Address

ANNEXURE-VI-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 Service to *____%(percent) of the value of the Contract value vide Order No. _____ Date _____(reference of original order), against Contract to WBSEDCL.

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

WBSEDCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time extend the time for performance of the Contract by the Contractor. WBSEDCL, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between WBSEDCL and the Contractor or any other course of remedy or security available to WBSEDCL. The Bank shall not be released of its obligations under this presents by any exercise by WBSEDCL of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of WBSEDCL or any other indulgence shown by WBSEDCL or by any other matter or thing whatsoever which under the law would but for this 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 _____ 2021 at _____

Witness :

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney No. _____ Date _____

Attorney as per Power of

ANNEXURE-VII- Agreement for Third Party Access Security Policy

(On the organization's letter head)

Tender Notice No.WBSEDCL/ IT & C /33.10(xiii) / _____

Dated:

Organization Name & Address:			Date:
First Name	Middle Name	Last Name	Department:
_____	_____	_____	
Designation:			
Third Party Access Security Policy			
<ul style="list-style-type: none">• User shall access only the appropriate physical area of the premises and appropriate information resource.• Users shall not access any information resources of WBSEDCL, without prior authorization of the concerned officials of WBSEDCL.• User shall not carry any Personal storage media like USB, Hard drives, Mobile phones, DVD/CDs into secured zones like Data Centre, Disaster Recovery Centre, SCADA Centres, Smart Grid Control Centre, etc• Users shall not access any information resources without the presence of WBSEDCL's authorized personnel.• Any passwords and access privileges given shall not be disclosed to anyone inside and outside WBSEDCL's physical and logical boundaries.• Users shall not engage in abusive or improper use of information resources, which includes, but is not limited to, misuse of resource/ privileges, tampering with resource and unauthorized removal of resource components.• User shall not conduct or permit "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 of the Requestor)			
Date :			
Name of the Requestor:			

Annexure-VIII-Manufacture's Authorization Form (MAF)

Ref No: _____

Date: --/--/2021

Tender Reference No. & Tender ID _____

Dear Sir,

We _____ (OEM) who are established and reputed manufacturers of _____ (Product Name) 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 goods and services 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 goods and services. Also _____ (OEM) certifies that the products being sold would be covered under Warranty/Technical Support and technical support will be available for defect liability period from the date of installation at _____ (Work-site name).

If you need any additional information, please contact Mr./Ms. _____ at _____ (Mobile No.) _____ (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)

Note: This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.

Annexure-IX-Proforma for Power of Attorney

Ref No: _____

Date: --/--/2021

POWER OF ATTORNEY IN FAVOUR OF AUTHORISED SIGNATORY

KNOW ALL MEN BY THESE PRESENTS THAT I, _____ a Company incorporated under the Companies Act, 1956 (or equivalent Act/Law in case of Foreign Bidders) and having its registered office at _____ (hereinafter referred to as "the Company") has been authorised by the Board of Directors of the Company, inter alia, to execute contracts in the name of and for and on behalf of the Company.

Whereas I consider it necessary and expedient that _____ of the Company be given the authority and power to sign Tender, Contract, Deeds and Instruments including amendments in connection with Tender for "Annual Subscription to Microsoft Office 365 Cloud Services on a Software-as-a-Service (SaaS) model basis and Three(03) years comprehensive support in WBSEDCL for the period of 3 years" floated by West Bengal State Electricity Distribution Company Limited (WBSEDCL) vide Tender Notice No. _____.

I accordingly hereby nominate, constitute and appoint above named _____ severally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

I, the Executant do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Company if these presents had not been made.

IN WITNESS whereof I, _____ has executed these presents this the _____ day of _____ at _____.

Specimen Signature of Attorney
Name :
Designation :

Signature of Executant
Name :
Designation :
Name of Company:

Specimen Signature of Attorney
Name :
Designation :

Signature of Executant
Name :
Designation :
Name of Company:

Signature of Attorney attested

Annexure-X-Service Level Agreement (SLA)

FOR PROCUREMENT OF “Annual Subscription of MICROSOFT OFFICE 365 LICENSES and Three Years of Comprehensive Service in WBSEDCL”

1. Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to WBSEDCL for the duration of this contract. The benefits of this SLA are to:

- i. Trigger a process that applies Bidder's and WBSEDCL's attention to an aspect of performance when that aspect drops below an agreed upon threshold, or target.
- ii. Makes explicit the expectations that WBSEDCL has for performance from the Bidder. The Bidder and WBSEDCL shall review the performance of the services being provided by the Bidder and the effectiveness of this SLA

2. Definitions

- 2.1. “SLA” – SLA means this Service level Agreement which defines the services provided, the indicators associated with these services, acceptable and unacceptable service levels, liabilities on the part of the Parties and actions to be taken in specific circumstances.
- 2.2. “WBSEDCL” – West Bengal State Electricity Distribution Company Limited is referred who is the final beneficiary of the SLAs and related agreements
- 2.3. “Vendor” means any Company or individual who bids for EOI/RFP/RFQ issued by WBSEDCL
- 2.4. “Equipment” means any physical appliance that requires installation at the WBSEDCL premises
- 2.5. “The software” means the any tools deployed either Off-the-shelf purchase or developed for the purpose of WBSEDCL by any Vendor
- 2.6. “Application Development” means any tools developed on the specific needs of WBSEDCL for any internal or external use
- 2.7. “Service” means any installation, support which makes good of failed service either pre-agreed or requested by WBSEDCL
- 2.8. "Support" means implementation support in the form of supply, installation, implementation, commissioning, maintenance of the software and maintenance of the desired Service Levels to provide quality customer service to WBSEDCL.
- 2.9. “Consumables” means any items purchased to run the IT operations and make end user productive
- 2.10. “Effective Date” means the date on which the Agreement begins, which is the date written below by the last Party to sign the Agreement
- 2.11. “Scheduled Business Operation Hours” of WBSEDCL is from 9:30 AM to 8:00 PM (IST) from Monday to Friday.
- 2.12. "Response Time" means the elapsed time between the receipt of a Support Call and the target time within which Vendor Support as verified by a written confirmation to

WBSEDCL.

- 2.13. "Resolution Time" means the time between the receipt of a Support Call and the target time within which Vendor resolves the issue as verified by a written confirmation to WBSEDCL.
- 2.14. "Support Term" is the period starting from the date of this Agreement, consisting of (a) warranty duration, and (b) post-warranty Annual Maintenance of duration for the delivery of Support. It will also mean such further extensions or renewals undertaken in accordance with this Agreement.
- 2.15. "Upgrade" means an improved version of the whole or any part of the System.
- 2.16. "Reports" means information from the services in desired format.
- 2.17. "Escalation" means any unresolved queries or service requests in prescribed timeline.
- 2.18. "Customization" – means making changes to an Off-the-Shelf software/hardware to meet WBSEDCL's requirements

3. Scope of document

This Agreement has been executed in relation to supply & delivery, implementation and support portion of the Project between the Parties. The detailed Service Levels have been set out in this Agreement. This Agreement shall ensure the following:

- 3.1. Establishment of mutual responsibilities and accountability of the Parties;
- 3.2. Definition each Party's expectations in terms of services provided;
- 3.3. Establishment of the relevant performance measurement criteria;
- 3.4. Definition of the availability expectations;
- 3.5. Definition of the escalation process; and
- 3.6. Establishment of trouble reporting single point of contact;

4. Support

- 4.1. Comprehensive Support for all the cloud services components availed by the WBSEDCL shall be provided during the active contractual period.
- 4.2. In the event of discontinuation of the Cloud Services, the necessary support shall be extended up to 90 days from the date of discontinuation of the Cloud Services or until the migration/transfer of all the data from the Microsoft Cloud whichever occurs earlier.
- 4.3. Support for all the cloud services components shall be provided on 24 x 7 x 365 basis with the standard response and resolution mechanisms. The Support shall include all operations related to provisioning and availability of all availed cloud services.

5. Service Delivery

- 5.1. An Enterprise Agreement of Subscription has to be signed between the OEM and WBSEDCL relating to all the licenses availed by the WBSEDCL for cloud services
- 5.2. The OEM shall achieve and maintain the Service Levels for each Service as described in the most current version of Service Level Agreement for Microsoft Online Services

- 5.3. The OEM shall ensure an uptime of 99.9% failing which suitable service credits should be provided as specified in the Microsoft Online Services SLA.

6. Audit Services

- 6.1. The Service Provider shall permit audit of the processes involving the services being provided by WBSEDCL or its regulators, Cert-In, NCIIPC, or by auditors appointed by WBSEDCL and the service provider shall submit such certification as may be required by such Auditors to WBSEDCL. The vendor and or his / her/their outsourced agents / sub – contractors (if allowed by the WBSEDCL) shall facilitate the same. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the WBSEDCL. No Audit or inspection will be allowed till Service Provider has received at least 7 business days' prior written notice for Audit or inspection conducted by WBSEDCL, while prior notice may not be given for Audit or inspection conducted by Regulatory authority.
- 6.2. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the WBSEDCL or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same, after mutual discussion with WBSEDCL. It is also agreed that the Service Provider shall provide certification of the auditor to the WBSEDCL regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.
- 6.3. The WBSEDCL reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the Service Provider (e.g., financial, internal control and security reviews) and findings made on the Service Provider in conjunction with the services provided to the WBSEDCL.

7. Manpower hiring

- 7.1. Vendors shall deploy personnel at WBSEDCL premises for executing services as per agreement at WBSEDCL location on continuous basis or on need basis.
- 7.2. Manpower may be deployed for development of application on any apps available on the Microsoft 365 platform as also fix bugs that may be identified in the course of usage of the applications.
- 7.3. All resources specially engaged for providing support and other services related services shall hold Microsoft Certifications for managing such services and also carry adequate experience ie., minimum of 2 years in providing similar service.
- 7.4. Any change of resources shall be notified to the WBSEDCL along with the work experience and the certifications held by the resources.

8. Training services

- 8.1. Vendor to offer training to WBSEDCL's employees as defined in the RFP on the software covering features, facilities, operations, implementation, trouble shooting, system administration, audit, MIS including report generation, etc.
- 8.2. Vendor provided handholding support during pre and post implementation and rollout phases with the minimum number of competent support persons for the minimum period as specified in the RFP.

9. Performance Measurements

- 9.1. Monitoring, tracking and providing reports on performance parameters as described in this clause during the Warranty and Support period
- 9.2. Providing services based on timelines and completion of the same as indicated in the RFP or as per the mutually agreed terms.
- 9.3. Type of support mode:

9.3.1 Support mode

The proposed scope of type of Support and mode to be provided by Vendor

Support mode	Description	Remarks
Helpdesk	Resolution of issues through dedicated Helpdesk system for WBSEDCL	
Email	Auto trigger of eMail or user raised request by eMail to designated eMail ID	As applicable
Call	Call the specific service number for logging any issue, follow up or escalation	
Visit	Service Engineer visiting the site for resolution of concern	
Direct Support from OEM	A provision to raise issues or complaints related to the cloud services directly with the OEM shall also be made available	

9.3.2 Support Window

Support window	Description	Remarks
Support Window	Time defined for any service requests for remediation	Email 24Hrs, Call – 9 AM to 6 PM
Support days	Time defined for any service requests for remediation	24 x 7 (Excluding Holidays & Sundays unless any administrative exigencies arise)

10. Support Escalation

All incidents that exceed the response time will be escalated to the escalation contacts listed below for WBSEDCL and Vendor

Name	Designation	Phone	E-mail

Any change in the escalation contacts will be mutually discussed and agreed upon by the Parties.

11. SLA for Helpdesk Services: SLA for Helpdesk will be as follows:

A. SLA for Incidents Handling :

SN	Services	MTTR1 (HH:MM)	MTTR2 (HH:MM)	Penalty (if MTTR2 not met)
	Case logged to Help Desk	0:15	3:00	Rs. 200/- per hour per case

MTTR1: - Defined as time taken by the help desk to respond the concerned user over the Email and acknowledge the problem.

MTTR2: - Defined as time taken to resolve a problem.

Note: Penalty on Incidents Handling will not be imposed for issues related to cloud services or any other services not provided by the bidder

B. SLA for Microsoft Cloud Services: The bidder should provide 99.9 % service uptime on daily basis for above mentioned infrastructure Services. The performance and uptime review will be done by WBSEDCL and in case the provider fails to meet the above SLA, penalty will be imposed as specified in the table below.

SN	Uptime of Services on daily basis.	Penalty on Monthly Charges.
1	≥99.9%	No Penalty
2	≥98% but <99.9%	5%
3	≥95% but <98%	15%
4	<95%	25%

Note:

a) The percentage of uptime will be calculated on daily basis as follows:

$$\frac{(\text{No of hours in a Month} - \text{Down time in hours}) \times 100}{\text{No of hours in a month}}$$

b) The penalty shall be deducted from quarterly charges paid to the bidder against Annual Support Cost.

12. Periodic Review Process

This SLA is an operational document and will be periodically reviewed and changed when the following events occur:

- The environment has changed
- The customer's expectations or needs have changed
- Workloads have changed
- Better metrics, measurement tools and processes have evolved

The SLA will be reviewed at a minimum once per fiscal year. Contents of this document may be amended as required, provided mutual agreement is obtained and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

13. Exclusions

The Parties agree that the Support services will be provided only on the OEM Licensed products and services thereof and Vendor shall not support software that is altered or modified independently by WBSEDCL, or any combination of any with other services, which are not covered under the SLA Agreement.

Support by Vendor shall not include, by default but may provide at additional cost, if solicited by WBSEDCL

- 13.1. The restoration of any service that has been lost due to the failure of WBSEDCL
- 13.2. The correction of any error, malfunction or fault in the Software due to a failure on the part of WBSEDCL to operate the System in accordance with the Technical Documentation provided by Vendor.
- 13.3. The correction of any error, malfunction or fault in the Scope due to any accident or disaster affecting the system on which the System is located.
- 13.4. The correction of any error due to input error from any other software that is/has been interfaced with the Licensed Software.

14. Support by WBSEDCL

Vendor's provision of Support to WBSEDCL is subject to the following terms and conditions:

- 14.1. WBSEDCL shall provide supervision, control and management of the use of the Services. In addition, WBSEDCL shall implement procedures for the protection of information and the implementation of procedures in the event of errors or malfunction of the equipment.
- 14.2. WBSEDCL shall document and promptly report all detected errors or malfunctions of the software to Vendor. WBSEDCL shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from Vendor.
- 14.3. WBSEDCL shall adhere to the terms and conditions of the License Agreement.
- 14.4. WBSEDCL shall not request, permit or authorize anyone other Vendor to provide any maintenance services without the consent of the original Vendor during the currency of this contract.
- 14.5. WBSEDCL shall appoint one individual who is knowledgeable in the IT operations to serve as primary contact between WBSEDCL and Vendor regarding the registry and report of Support Calls. The names of the said person shall be promptly intimated to Vendor. All of WBSEDCL's Support inquiries shall be initialized through these contacts.
- 14.6. WBSEDCL shall annually review the financial and operational condition of the service provider to assess its ability to continue to meet outsourcing obligations.

15. Additional Services

- 15.1. Vendor may provide additional services such as advisory and consultancy on such terms and conditions as may be mutually agreed between the parties. These services will be made available on a time and materials basis.

- 15.2. WBSEDCL regularly undertakes periodic checks and VAPT exercises to identify any vulnerabilities in the Cloud Services setup. The Vendor shall pursue with the OEM to make suitable changes as per the recommendations emerging from VAPTs emerging within the contract period. The vulnerabilities so identified may be fixed by the vendor within the predefined timeline as follows:
- 15.3. All Critical & High category Vulnerabilities – Within 30 days of informing All Medium Category Vulnerabilities – Within 45 days of informing
- 15.4. All Other category vulnerabilities – Within 90 days of informing
- 15.5. In cases of Vendor dealing with applications hosted over third-party infrastructure outside WBSEDCL DC, necessary logs generated by the applications to be provided by the vendor to the WBSEDCL on a quarterly basis or whenever needed by the WBSEDCL (whichever is earlier).

16. Intellectual Property and Confidentiality

- 16.1. All data captured and reported by Vendor to the WBSEDCL in connection with terms of this agreement shall be deemed to be “Confidential Information” for the purpose of this clause and cannot be disclosed by Vendor without written consent of WBSEDCL. Likewise, any information provided by WBSEDCL in terms of this agreement shall also be deemed to be ‘Confidential Information’ for the purpose of this clause. Use of the confidential information for any other purpose is restricted under this agreement. In case of termination of the agreement the confidential information obtained in material form (except for data captured and supplied to WBSEDCL) should be returned back to the other party. Likewise, the data captured by Vendor and retained by Vendor is purely for providing service and based on the agreement entered into with the WBSEDCL. The data will be confidential and will not be used for any other purpose. All data captured and obtained by Vendor will be property of the WBSEDCL. The Provision of Confidential Information shall survive termination or expiration on this agreement.
- 16.2. Vendor shall establish and maintain such security measures and procedures as are reasonably practicable to provide for the safe custody of WBSEDCL’s information and data in its possession and to prevent unauthorized access thereto or use thereof.
- 16.3. Bank or its affiliates will not use any available decoder for decoding the .exe file for the mobile application shared by Vendor and use the software code thus obtained for any purpose.

17. Subcontracting and Assignment

- 17.1. Vendor may engage the services of sub-contractors to perform any of its duties with prior written permission of WBSEDCL. Unless otherwise agreed in writing, no sub-contracting of such duties shall relieve Vendor of responsibility for their due performance.
- 17.2. A copy of contract details entered between Vendor and sub-contractor to be made available by the vendor to WBSEDCL within 30 days of engaging the sub-contractor.
- 17.3. Vendor agrees that it shall not transfer/assign to any of its rights and/or obligations under this agreement to any entity including affiliates without the prior written permission from WBSEDCL.
- 17.4. If the parties undergo a merger, amalgamation, takeover, consolidation, reconstruction,

change of ownership, etc., this agreement shall be considered to be transferred to the new entity and such an act shall not affect the rights and obligations under this Agreement.

- 17.5. WBSEDCL, including its' auditors and regulators, shall have the right to review the books and process of the activities subcontracted to another vendor.
- 17.6. The Vendor shall ensure that all persons subcontracted in rendering services under the agreement have undergone necessary police verification, background checks and other due diligence to examine their antecedents and ensure their suitability for such engagement. The vendor shall retain the records of such verification and shall produce the same to the WBSEDCL as and when requested.

18. Representations and Warranties of WBSEDCL

- 18.1. WBSEDCL hereby represents and warrants to the (short name of the company) as follows:
 - (a) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;
 - (b) It has taken all necessary actions under Applicable Law to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
 - (c) It has the financial standing and capacity to perform its obligations under the Agreement;
- 18.2. This Agreement has been duly executed by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms thereof;
- 18.3. The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- 18.4. There are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its material (including any payment) obligations under this Agreement;
- 18.5. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any material adverse effect on the (short name of the company)'s ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.

19. Representations and Warranties of the (short name of the company)

The_____ (short name of the company) hereby represents and warrants to the Buyer as

follows:

- 19.1. It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- 19.2. It has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- 19.3. This Agreement has been duly executed by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Agreement shall be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- 19.4. the execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- 19.5. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasijudicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its material obligations under this Agreement;
- 19.6. it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement;
- 19.7. it has complied with Applicable Law in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- 19.8. no representation or warranty by it contained herein or in any other document furnished by it to the Buyer or to any government instrumentality in relation to the Required Consents contains or shall contain any untrue or misleading statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading; and
- 19.9. no sums, in cash or kind, have been paid or shall be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for entering into this Agreement or for influencing or attempting to influence any officer or employee of the Buyer in connection therewith.

20. Warranties post SLA expiry

VENDOR warrants that the Support services will be performed by appropriately qualified personnel with due care and diligence and to such high standards of quality as it is reasonable for Vendor to expect in all the circumstances post the SLA expiry.

21. Notices

Any notice or other information required or authorized to serve these SLAs shall be in writing, in English language, to be delivered by hand, email, courier or registered post. In case of post or courier, any notice shall be deemed to have been given on the seventh day after the envelope containing the notice was posted. The proof that the notice was properly addressed and is not returned to the sender shall be sufficient evidence that the notice or information has been duly given. Either party may change its address, telephone number or email id for notification purposes by giving the other party fifteen (15) days' notice of new address, telephone number or email id and date upon which it will become effective.

22. Indemnification

The Vendor shall, at his own expense, defend and indemnify WBSEDCL against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Vendors's) employees or agents or by any other third party resulting from or by any action, omission, or operation conducted by or on behalf of the Vendor and against any and all claims by employees, workmen, contractors, sub- contractors, Vendors, agent(s), employed/ engaged otherwise working for the Vendor, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

The Vendor shall indemnify, protect and save WBSEDCL and hold WBSEDCL harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings. (Including reasonable attorney fees), relating to or resulting directly or indirectly from:

- 22.1. An act or omission of the Vendor, its employees or its agents in the performance of the services provided by this agreement,
- 22.2. Breach of any of the terms of this Tender or breach of any representation or warranty by the Vendor,
- 22.3. Use of the deliverables and or services provided by the Vendor.
- 22.4. Infringement of any patent, trademarks, copyrights etc., or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

The Vendor shall further indemnify WBSEDCL against any loss or damage to WBSEDCL's premises or property, WBSEDCL's data, loss of life, etc., due to the acts of the Vendor's employees or representatives.

23. Termination of Support Services

This agreement can be terminated only as per the sub-clauses mentioned below:-

- 23.1. Termination clauses applicable after completion of the support service agreement from the date of signing.
- 23.2. Either party shall be entitled to terminate this agreement by issuing notice in writing of not less than 30 (thirty) days to the other party

23.3. Termination in all circumstances will mean a proper transition with data transfer in a readable format along with all knowledge documents. Transition to take at least a month unless extended by mutual consent

24. Dispute Resolution

Any dispute, difference or claim arising out of or in connection with the Agreement which is not resolved amicably shall be decided in accordance with the dispute resolution procedure as set out in the RFP.

25. Miscellaneous

25.1. This agreement shall be effective for a period of years from..... to (“Term”) unless terminated as per the clause provided in this agreement.

25.2. All the terms and conditions stipulated in the RFP dated..... regarding are considered as part and parcel of this agreement.

25.3. Any provision in this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and is signed by both the parties to this Agreement; in the case of an amendment by each party, or in the case of waiver by the Party against whom the waiver is to be effective.

25.4. Either party or its employees and representatives shall not use the name and/or trademark/logo of the other party in any sales or marketing publication or advertisement, or in any other manner without the prior written consent of the other party.

25.5. Terms of Payment and Penalties. In consideration of the Services and subject to the provisions of the RFP and this Agreement, the WBSEDCL shall pay the amounts in accordance with the Terms of Payment Schedule of the Purchase Order.

25.6. Vendor shall provide, if asked, copy of necessary valid compliance certificates with details of validity period from time to time as well as and when there is a change.

25.7. Vendor will not release any factual information concerning these SLAs Agreement to any person/news media without prior permission of WBSEDCL.

25.8. Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of India and the courts situated in

25.9. shall have the jurisdiction to the exclusion of all other courts situated elsewhere.

WBSEDCL ----- (name of company)

Signature: _____ Signature: _____

Name : _____ Name: _____

Title : _____ Title : _____

Place : _____ Place : _____

Date :

Date:

WITNESS WITNESS

Signature : Signature:

Name : Name:

Address: Address :

NOTES:

- Bidders are required to mention specifically the Name, Address, and Telephone Number of their Service Centre, Mobile No. Email-ID etc. For after Sales Service at the delivery location.
- Escalation Matrix is to be provided for all the locations.

Company Seal Signature of the Bidder

Annexure- XA - Escalation Matrix

Name of Bidder: _____

Sl. No	Name	Designation	Full Office Address	Phone No	Mobile No	Email Address
		First Level Contact				
		Second Level Contact (if response is not received in 24 Hours)				
		Regional /Zonal Head(if response is not received in 48 Hours)				
		Country head (if response is not received in 1 week)				

Any change in designation. substitution will be informed to the WBSEDCL immediately

Signature:

Name of Representative:

Designation:

Company Seal:

Annexure – XB - Service Support Form

Bidder's representative of local office at Kolkata will be the contact point for the WBSEDCL. The Bidder is responsible for managing the activities of its personnel or the personnel of its franchisees and will be accountable for both. Please Refer to Eligibility Criteria:

Bidder's Kolkata Office details. (For single point of contact from Corporate Office for any issues on delivery, service support etc.)	Contact person, Designation, Mobile No.	Address
1		
2		

Annexure-XI- Technical Bid Form

Ref No: _____

Date: --/--/2021

Technical Specifications

All the technical specifications provided below are mandatory and the bidder has to comply with all of them. Non-compliance to one or many clauses below shall lead to disqualification of the bids.

Feature Requirements In Microsoft Office 365 Cloud Services

SL NO	Compliance Required	Yes/ No	Doc/Online Resource Proof
1	No Advertising		
	Advertising products shall not be built out of our data or scan email or documents. Browser analytics should be gathered in the Microsoft Online Portal for aggregate site usage by users.		
2	No Mingling		
	WBSEDCL's data should be kept physically and logically separate from consumer services.		
3	Data Portability		
	i. WBSEDCL shall be owner of its data, and shall retain all rights, title and interest in the data stored with Microsoft Office 365. WBSEDCL reserves its right to download a full copy of its data at any time and for any reason, without any assistance from Microsoft.		
	ii. Upon Office 365 subscription expiration or termination, WBSEDCL should be provided with at least 90 days of access to export data.		
4	Data Limits		
	i. WBSEDCL's data should not be accessed for administration unless explicitly requested for operations and troubleshooting.		
	ii. Normal personalization or communications concerning tips and advice should have no access to WBSEDCL's data.		
	iii. Account information only must be accessed for purchase and billing questions.		
	iv. Should not voluntarily provide law enforcement access to WBSEDCL's data and request for the same, if any, should be redirected to WBSEDCL.		
5	Administrative Access		
	i. Access to WBSEDCL's data should be strictly controlled and logged and sample audits should be performed both by Microsoft and third parties to test that access is only for appropriate business purposes.		

	ii. Limited key personnel only of the Operations Response Team may access WBSEDCL's data only as needed and by exception. Support, Engineering, and others should have no access to the data.		
6	Right to Audit		
	Cloud Service Provider (CSP) should provide right to audit as similar to what WBSEDCL is having with shared data centres in India. In addition:		
	i. WBSEDCL's data should not cross Indian geographical boundaries (physically or logically).		
	ii. WBSEDCL must have "Rights to Audit" the CSP's compliance with the agreement including rights to conduct IS Audit on the hosted tenant on periodic basis where relevant records and WBSEDCL's data is being held.		
	iii. Audit rights for the WBSEDCL or its appointed auditor (nominee) or regulators should be integral clause in agreement.		
	iv. Integration of all devices with WBSEDCL's SOC, if so desired by the WBSEDCL, for monitoring.		
	v. WBSEDCL should have access/ monitoring mechanism for Privilege user access (of CSP) to cloud based systems		
7	Data and Information Security		
	CSP shall ensure:		
	i. Data integrity management.		
	ii. To provide full disclosure regarding security practices and procedures as stated in their SLAs, if a public Cloud.		
	iii. Specific identification of all controls used during the data lifecycle.		
	iv. Appropriate controls should be defined and enforced so as to verify the location of data. Under no circumstances the data can leave the boundaries of the Country.		
	v. To determine who should access what data, what their rights and privileges are, and under what conditions these access rights are provided and maintain a "Default Deny All" policy.		
	vi. To define and identify the data classification. CSP to enforce the WBSEDCL's access requirements based on data classification.		
	vii. To encrypt data at rest and encrypt data in transit.		
	viii. To share what compartmentalization techniques are employed to isolate WBSEDCL data from other customer's data.		

	ix. Sharing of encryption management with WBSEDCL on multi-tenant storage.		
	x. To comply with data retention and destruction schedules/ Policy provided by WBSEDCL, CSP to certify onWBSEDCL's request destroying all data at all locations including slack in data structures and on the media. The WBSEDCL will have right to audit this practice.		
	xi. Understand the logical segregation of informationand protective controls implemented.		
	xii. Understand Cloud provider policies and processes for data retention and destruction and how they compare with internal organizational policy.		
	xiii. Perform regular backup and recovery tests to assure that logical segregation and controls areeffective.		
	xiv. Ensure that Cloud provider personnel controlsare in place to provide a logical segregation of duties.		
	xv. To provide Forensic Investigation Support as andwhen required by the WBSEDCL.		
	xvi. To comply with WBSEDCL's Recovery Time Objective (RTO)/ Recovery Point Objective (RPO) requirement and retention policy. If required by regulators/ court/ police/ any investigation, CSP should maintain the subject data on permanent basis		
8	Solution and Process security		
	The Solution and all its constituent components should comply with following: i. Meet the requirements for zoning security, and prevent direct access from the user interface layers to the database layers. It needs to follow a multi-tier deployment model to achieve this.		
	ii. Conform to Open Web Application Security project guidelines on web application security, including protection against SQL injection, cross- site scripting, data validation for special characters etc.		
	iii. Conform to applicable security guidelines from relevant standards. E.g. ISO/IEC 27017, ISO/IEC 20018.		
	iv. The executable files and the source code need to be secured from unauthorized access and possible theft.		

	v. If deployed on the Cloud using native multi- tenancy features, privacy of data across tenants or entities needs to be ensured through appropriate access control mechanisms		
	vi. Should clearly log business errors and technical errors separately to support separation of duties between business users and Data Centre Operator.		
	vii. User access to sensitive data needs to be controlled. Should comply with WBSEDCL's password management policy as mentioned in WBSEDCL's Information Security Policy.		
	ix. Features like session timeouts and restricting logins to office hours should be implemented to enhance security.		
	x. Should clear sensitive data like passwords from memory immediately after it is processed.		
	xi. Support for definition of users, roles, and exception management functions, is to be ensured.		
	xii. Ensure well-defined user interfaces to avoid manual database updates or queries.		
9	APIs and Data Integration		
	i. For integration with external applications, The Solution needs to have well defined APIs and that only authorized applications can invoke such APIs.		
	ii. The Solution must have extensive audits to log all transactions and important non transactional activities.		
	iii. The Solution needs to implement maker-checker principle for activities like important business parameter updates.		
	iv. It should provide a mechanism to purge old data (after archival if required) while maintaining transactional integrity.		
	v. It should provide a well-documented mechanism, preferably a tool for reporting important errors and taking automated actions.		
10	IT Infrastructure Security Cloud		
	i. Virtual environment security: It includes resource allocation, hardening of OS, VM image encryption, VM monitoring, USB disabling on VMs, VM should be kept on dedicated partition and IP addresses should not be shared.		

	<p>ii. Encryption and Key Management: Depending on sensitivity, data is to be encrypted. Transport layer encryption is to be ensured using SSL, VPN Gateway, SSH and TLS encryption. End-to-end process for managing and protecting encryption keys to be established and documented. Compliance is to be ensured on ongoing basis.</p>		
	<p>iii. Monitoring: Devices should be integrated with WBSEDCL SOC, if so desired, for continuous monitoring for access monitoring, threat monitoring, audit logging, system usage monitoring, protection of log information, administrator and operator log monitoring, fault log monitoring.</p>		
11	Physical Security		
	<p>The Cloud infrastructure including servers, routers, storage devices, power supplies, and other components that support operations, should be physically secured. Safeguards include the adequate control and monitoring of physical access using biometric access control measures and closed circuit television (CCTV) monitoring. A security plan for the physical environment should be implemented. WBSEDCL should have audit rights on complete physical setup. Data Center should have relevant standard certifications and accreditations.</p>		
12	Logical Security		
	<p>In a Cloud based environment where business critical data and information systems are coexisting at multiple places, logical security has a very important role in securing the data. To manage logical access, the Solution should have built-in multi-factor authentication access controls like username, password and/ or OTP, RSA Token, Biometric Authentication etc.</p>		
13	Legal Issues		
	<p>There are various laws like Information Technology Act, Data Privacy Act, Data Retention Directive, E-Privacy Directive, E- Commerce Directive, The Computer Fraud and Abuse Act 1984, Digital Millennium Copyright Act 1988 will be applicable to Cloud service providers and also the customers of the Cloud service. It will be mandatory to protect the data privacy as per Indian Data Privacy Law. CSP should comply with all such laws in existence currently or introduced in future by the Govt. agencies or any other regulatory body.</p>		

14	Overall Service Security		
	The offered solution shall provide protection against all email threats, including spam, spyware, phishing, Denial of Service, Directory Harvest Attacks, Virus attacks, Mass Mailer Attacks etc for all inbound and outbound traffic from Internet and from Mail Server.		
15	Service Up-time		
	The SaaS service to be backed by an SLA guaranteeing uptime of 99.95% +		
16	Certifications		
	The solution is based on Cloud Certifications for e.g.SAS70, ISO 27001 , SSAE16 , CSA STAR, ISO 27018 - GDPR , certification for NOC, development and production environment		
17	Integration		
	The offered solution must be on cloud- SAAS and easy integration with all Office 365 cloud services elements without customer investing anything on the infrastructure.		
18	Cloud Service		
	The offered solution shall be security hardened platform available on the cloud and be available as a service.		
19	Whitelisting and Blacklisting		
	The offered solution shall support User level and domain level white listing and blacklisting.		
20	Whitelisting/ Blacklisting policy		
	The offered solution shall apply Whitelisting/Blacklisting policy globally on system level which shall be managed centrally.		
21	Quarantine access		
	The offered solution shall describe end user self- service features for the configuration of Spam controls, White listing and Black listing, Quarantine access, Spam threshold management.		
22	Content Analysis		
	The offered solution shall be capable to do content analysis.		

23	Mail Traffic Management		
	The offered solution shall apply the throttling globally on incoming and outgoing email traffic		
24	Phishing attacks		
	The Bidder shall describe in detail the approaches and methodologies to detect and prevent phishing attacks		
	The solution will have phishing education to help users adopt best practices and identify those who need additional training to improve their security awareness.		
	The Bidder shall ensure the offered solution shall provide ALL types Phishing based protection.		
25	Subscription Services		
	The offered solution must support and bidder should offer the following subscription : Advanced zero-day threat protection – multi-scan engine enabled sandbox with minimum 15 mb file size limitation with 24 x7 support Email Compliance includes, attachment filtering, classified word blocking , filter types blocking ,dictionary word blocking etc.Email Encryption service should be supported in case of requirement this can be purchased.		
26	Protection against Phishing		
	<p>The offered solution shall describe the mechanism and methodology to protect the subscribers (Residential and Business) against all types of phishing attack including but not limited to:</p> <p>(a) Bulk Phishing,</p> <p>(b) Spear Phishing,</p> <p>(c) Clone Phishing,</p> <p>(d) Whaling and Inline Frame</p>		
	The offered solution shall have machine learning algorithms to detect phishing attacks, thereby ensuring they are blocked from end users' inboxes.		
	The offered solution shall have the ability to separately categorize phishing spam, and enabling to take action such as drop/discard or quarantine the message for end users. (end users should get an email every morning with summary of spam emails to action)		

	The Bidder shall ensure that offered solution shall provide Targeted Attack Protection and the ability to address Spear Phishing attacks.		
	The Bidder shall clearly state the spam traps (honey pot and E-mail traps), if required, to detect the spam and phishing attack.		
	The Bidder shall ensure that any seeding of spamtraps, if required, to be done by the vendor.		
	The offered solution shall disable all hyperlinks in email from un-trusted sources.		
	The offered solution shall capable of tracing the origin of phishing messages.		
27	Mail Security		
	Eliminates threats before they reach the corporate firewall with multi-layered, real-time anti-spam and multi-engine anti-malware protection.		
	Protects IP reputation by using separate outbound delivery pools for high-risk emails		
	Quarantine mechanism for managing emails with potential risks by both administrators and end-user is available		
	Should provide the following: 1. Provides inbound and outbound proxy MTA services for existing email gateways (office 365) 2. Simple DNS MX record change redirects email to the system for spam and antivirus scanning. The appliance own the destination IP address of the SMTP sessions		
	The Bidder shall indicate the compliancy of the offered solution with SMTP and ESMTP header, and the Bidder shall indicate that solution accepts both SMTP and ESMTP connection with full functionality of SMTP and ESMTP.		
28	Other Security features		
	The offered solution shall support TLS and S/MIME Encryption for MTA to MTA communications.		

The Bidder shall ensure queuing decision is only taken at delivery time if the destination MTA is not reachable.		
The offered solution shall be able to create different channel (path or connector) based on message's source and destination.		
The offered solution shall be able to apply the policy (throttling, rewriting, resources allocation) on per channel based.		
The offered solution shall be able to queue, schedule and retry housekeeping message queue.		
The offered solution shall be able to route the message based on LDAP dynamically and statically for a domain/IP or range of IP.		
<p>The offered solution shall support Local sender reputation list (local IP scores) based on following but not limited to:</p> <ol style="list-style-type: none"> 1. Number of Viruses Sent 2. Amount of Spam Sent 3. Number of Bad Recipients 4. Number of Phishing Sent 5. Number of unsuccessful login attempt 		
The Bidder shall ensure the local list can include public and private IP addresses and allow to quickly adapt incoming and outgoing spam and phishing detection based on local environments.		
<p>The offered solution shall support (Inbound and Outbound):</p> <ol style="list-style-type: none"> 1. IP reputation based on Received header. 2. Extensive Heuristic Spam Filters. 3. Update Heuristic Rule Dynamically. 4. Attachment Content filtering 5. Content fingerprinting 6. Deep Email Header Inspection 7. Spam URI Real-time Block List (SURBL) 8. Banned Word Filtering 9. Spam Image Analysis Scanning 10. Hide/Block Images from Untrusted Sources 11. 3rd Party RBL and DNSBL support (m)Forged IP Checking 12. Graylist Checking 13. Bounce Address Tag Validation (BATV) 14. Sender Policy Framework (SPF) 15. Domain Keys 		

	<p>(r) Malformed attachment detection(s) Anti-malware policy configuration capabilities(t) Following denial-of-service protection) Denial of service (mail bombing) Recipient address attack) Reverse DNS check (anti-spoofing)x)should support DLP for all the incoming and outgoing mail traffic) should support URL filtering) should have an option to support email spooling and should provide email send/receive/mail draft feature over cloud in case of disaster</p>		
	<p>Solution should be able to provide the report export capability along with drop and drag capabilities for ease of management</p>		
29	LDAP support		
29	<p>The offered solution shall support email/recipient validation via LDAP lookups on real-time. The offered solution shall support LDAP for domain configuration. LDAP can be used for central repository for domain configuration and the solution must support:</p> <p>(a) LDAP for mail routing on a per active domain basis (b) LDAP for mail routing on a per active user basis (c) LDAP for antispam service level on a per user basis (d) LDAP for antispam service level on a per domain basis. (e) The system should reject emails for users that do not exist or have their status set to inactive.</p>		
30	Scanning capabilities		
	<p>The offered solution shall ensure the following Scanning capabilities:</p> <p>(a) Be able to scan compressed and attached files in any format including zipped files. (b) Be able to indicate the depth and levels of zipped or any format compressed files that can be scanned. (c) Be able to read the header of the file and not the extension of the attachment. (d) Be able to scan and identify embedded objects. (e) Be able to provide scanning for message send from EIM's Webmail</p>		
31	Filtering Spam		

	<p>The Bidder shall clearly mentioned the action takenfor infected message such as:</p> <p>(a) Drop the message silently</p> <p>(b) File the message to a filter such as “spam”,</p> <p>(c) Tag the messages such as subjectAdd header</p>		
	The Bidder shall mention the action based on email addresses, IP addresses, or domains.		
	The Bidder shall clearly state the effectiveness in percentage for Spam and Phishing detection provided by the offered solution.		
	The offered solution shall include all module of the engine to provide optimum accuracy, feature and performance.		
	The offered solution shall be able to scan and blocknew type of spam and phishing message.		
	False positives are legitimate messages incorrectly identified as spam; the Bidder shall clearly mention the percent of false positives.		
	The offered solution shall enable both end users and administrators to report/submit false positives and false negative.		
	The Bidder shall ensure that the solution shallanalyze each submitted message and tunes the spam/phishing filters accordingly to prevent future occurrences.		
32	Definition Updates		
	The Bidder shall indicate the mechanism used forspam and phishing update, whether it is PULL orPUSH.		
	The offered solution shall handle Automatic updatefor new definition with the mechanism specified.		
	<p>The Bidder shall ensure that the administrator shall be able to set the frequency at which the software downloads the updates in at least one of two ways:</p> <p>(a) using automatic updates</p> <p>(b) setting a specific update interval</p>		
33	URL filtering		

	The offered solution shall be capable of knowing an outbreak like behaviour or any new code/URL which could be used for email security threats and phishing.		
34	Sandboxing		
	Must support multi engine sandbox		
35	VAPT scanning		
	The OEM of the proposed solution should allow to run VAPT scans on the provided infrastructure and fix the VAPT finding observed by SBICAP external auditors. Please give your remark for this facility		
36	Disaster recovery		
	Disaster recovery site provisions in case the primarysite is failed		
	Capability to send and receive emails for WBSEDCL officer in case Microsoft Office 365cloud has any issue in accessing.		
37	Data Backup		
	Data Backup Strategies and retention and recoverycycles of the data		
38	Unique Features if any		
	Bidder may give Unique features of the proposedsolution		

Bill of Material

Detailed Bill of Material indicating the version and part number of software to be tabulated as a part of the technical bid.

Authorized Signatory of the Bidder with SealDate:

Place:

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

Ref No: _____

Date: --/--/2021

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 2021.....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.

Annexure-XIII - Document Check List

Bidder's should submit following documents as part of Technical & Commercial Bid

Sl. No	Check List	Annexure	Enclosed Yes / No
	Technical Bid		
1.	Bid Submission & Conformity Letter	I	
2.	Mandatory Condition	II	
3	Bidders Particulars	IIA	
4.	Certificate regarding Summary Statement of Yearly Turnover	IIB	
5.	State of Orders Executed During Last four Financial Years	IIC	
6.	Non-Blacklisting Declaration	IID	
7.	Non-Disclosure Agreement	IIE	
8.	Confidentiality Undertaking Format	IIF	
9.	RFP Download Declaration	III	
10.	Format for furnishing WBSEDCL Guarantee in lieu of Earnest Money Deposit	IV	
11.	Proforma for Undertaking	IVA	
12.	Proforma for Bank Guarantee for Contract Performance	VI	
13.	Agreement for Third Party Access Security Policy	VII	
14.	Manufacturer Authorization Form (MAF)	VIII	
15.	Proforma for Power of Attorney	IX	
16.	Technical Bid Form	XI	
	Commercial Bid		
1.	Commercial Bid Form	V	

Sl. No	Documents to be submitted by Successful Bidder	Annexure	Enclosed Yes / No
1.	Service Level Agreement	X	
2.	Escalation Matrix	XA	
3.	Service Support Form	XB	

If Technical Bid documents does not contain Bid Security, Cost of Bid, Bid Form, Technical Compliances, Masked BOM and Authorisation Letter along with supporting documents such as Power of Attorney/ Board Resolution, etc., the Bids may not be considered for further Evaluation.

-----End of the Document-----