

West Bengal State Electricity Distribution Company Limited
(A Government of West Bengal Enterprise)
(IT & Communication Cell)
Vidyut Bhavan, 3rd Floor, C&D Block, Bidhan Nagar, Block-DJ, Sec-II, Kolkata-700091
Website: www.wbsedcl.in, e-mail: itcell@wbsedcl.in
CIN: U40109WB2007SGC113473



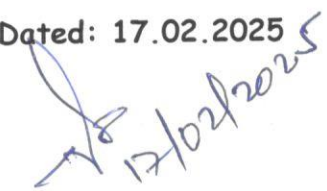
WBSEDCL
TENDER NOTICE
(LOCAL COMPETITIVE BIDDING)
BID DOCUMENT

**SMS Delivery Service for both Exempted &
Non-Exempted Sender Id's in WBSEDCL**

*Estimated Project Cost: INR 37.00 Crore (in words INR Thirty-Seven Crore Only)
(excluding GST)*

Tender Notice No: WBSEDCL/ IT&C/38.00/1089

Dated: 17.02.2025


Chief Engineer
IT&C Cell, WBSEDCL

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Section: 1

Instruction to Bidders (IB)

IB.1. General:

West Bengal State Electricity Distribution Company Limited, hereinafter referred to as WBSEDCL, for better Customer Relationship Management, intends to hire outgoing SMS service from reputed service providers, for regular, timely and faithful delivery of SMS generated through various application packages running at WBSEDCL. Presently, consumer base of WBSEDCL is around 2.1 Crore. SMS would be sent to our existing as well as intending consumers regarding their billing, new connection and other related information. WBSEDCL invites e-tender from intending vendors for effective and efficient SMS delivery.

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

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

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

IB.1.4. The bidder can search and download Notice Inviting Tender (NIT) & other tender related documents electronically from website <https://wbtenders.gov.in> using DSC. This is only mode for collection of documents related to this NIT.

IB.2. Invitation for the Bids:

IB.2.1. Tenders are invited by **Chief Engineer, IT&C Cell, WBSEDCL, Vidyut Bhaban (3rd. Floor), Bidhannagar, Block-DJ, Sector-II, Kolkata-91** through electronic tendering (e-tendering) for implementation of SMS delivery service in WBSEDCL.

IB.2.2. Intending bidders desiring to participate in this tender shall log on to website <https://wbtenders.gov.in>. The tender can be searched by typing WBSEDCL in search engine provided in the website.

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

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

IB.3. Eligible Bidders:

IB.3.1. This Invitation for bids, issued by WBSEDCL is open to all firms including company (ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government department as well as foreign and those bidders with whom business is banned by WBSEDCL.

IB.3.2. Bidder should not have been blacklisted or involved in any forgery/data leak from any Government or reputed private organization across India in last three years and undertaking in this regard should be provided by the authorized signatory of the bidder. During contract period if the undertaking submitted by bidder is found to be false then the order issued to bidder shall be terminated and BG will be forfeited.

IB.4. Responsibility of Bidders:

IB.4.1. It shall be sole responsibility of bidders to determine and satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect cost, duration and execution of contract.

IB.4.2. It must be understood and agreed that all factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments in the contract, once awarded under these documents will not be entertained by WBSEDCL. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by WBSEDCL, which are based on the lack of such clear information of its effect.

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

IB.4.4. Bidder shall bear all kind of cost associated with preparation and submission of bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of bidding/tendering process.

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

IB.4.6. Sub-contracting or outsourcing of this contract is strictly not allowed. All API's/Web Services provided by bidder(s) shall be maintained by bidder(s) itself. SMS requests submitted by WBSEDCL shall be directly routed to end users via Network Service Providers (NSP) without using third party services. NSP's bidding in this tender must be capable of managing API's/Web Services of its own.

IB.4.7. In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance of the last date and time of submission of the bid.

IB.5. Formation of cartel & penal Measures:

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

IB.6. Key Dates: The schedule of Dates for e-Tendering.

Sl No.	Action	Date & Time
1.	Publishing Date	21/02/2025 at 11:30 Hrs.
2.	Document Download start date	21/02/2025 at 11:30 Hrs.
3.	Last date of Receiving Pre-Bid Clarification	28/02/2025 at 16:00 Hrs.
4.	Pre-bid Meeting	04/03/2025 at 11:00 Hrs.
5	Bid submission Start date	07/03/2025 at 10:00 Hrs.
6.	Bid submission last date	20/03/2025 at 16:00 Hrs.
7.	Last date of physical submission of EMD (BG)	21/03/2025 at 16:00 Hrs.
8.	Technical Bid opening date	25/03/2025 at 11:30 Hrs.
9.	Financial Bid opening date	Will be informed to eligible bidders

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

IB.8. Pre-Bid Discussion:

If there is any discrepancy or obscurity in the meaning of any clause in NIT then such queries must be sent to Chief Engineer, IT & Communication Cell through following email: itcell@wbasedcl.in before last date of receiving pre-bid clarification mentioned in NIT so that appropriate clarifications can be given to intending bidders.

IB.9. Clarification of Bidding Documents: Pre-bid Query received from vendors up to "Last date of Receiving Pre-Bid Clarification" will be clarified **through wbtenders.gov.in website.**

IB.10. Amendment / Addenda of Bidding Documents:

IB.10.1. At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective bidder, amend the bidding document.

IB.10.2. The amendment will be notified in writing through e-tendering website (<https://wbtenders.gov.in>) and will be binding on prospective bidders. Bidders shall keep a track of any such amendment and it will be assumed that information contained therein has been considered by the bidder in its bid.

IB.10.3. In order to provide a reasonable time to prospective bidders for taking the amendment into account in preparing their bid, WBSEDCL may, at its discretion, extend deadline for submission of bids without citing any reason. In such cases, WBSEDCL will notify about extended deadline to all prospective bidders in writing through e-tendering website (<https://wbtenders.gov.in>).

IB.11. Language of the Bid: Bid prepared, all correspondences and documents relating to the bid exchanged by bidder and WBSSEDCL shall be written in English language only.

IB.12. Submission of Tenders:

IB.12.1. General process of submission:

IB.12.1.1. Tenders shall be submitted online through website <https://wbtenders.gov.in>. All documents uploaded by tender inviting authority form an integral part of the contract. Bidders are required to upload all tender documents along with other documents, as asked for in the tender, through above mentioned website within stipulated date and time as given in this document. Tenders shall be submitted in two folders, namely, technical proposal and financial proposal. Bidder shall carefully go through all the documents uploaded by tender inviting authority and prepare requisite documents and upload a scanned copy in portable document format (PDF) at designated locations in e-tender website.

IB.12.1.2. Bidder shall download forms/annexures/BOQ, fill up the particulars in designated cells and upload the same in designated location in e-tender website. Original copies of uploaded documents must be submitted for physical verification if asked by tender inviting authority at the time of technical evaluation.

IB.12.1.3. Documents uploaded should be virus scanned and digitally signed using Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the tender and upload the latest document(s) as part of the bid.

IB.12.1.4. Earnest money [Bid Guarantee]:

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

2. A bid guarantee of INR 92,50,000/- (Rupees Ninety-Two Lakh and Fifty thousand only) shall be submitted through online mode in e-tender website. Bid guarantee may also be submitted through Bank Guarantee (BG).

3. No interest will be payable by WBSSEDCL on the above Bid Guarantee.

4. The Bid Guarantee may be forfeited for any of the following reasons:

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

ii. If successful bidder(s) fail(s) to accept the order unconditionally as per "Acceptance of Order" clause of bid document or fail(s) to furnish contract performance bank guarantee (PBG) as stipulated in PBG or fail(s) to furnish

additional performance bank guarantee as stipulated in "Additional Performance Bank Guarantee" clause of bid document.

iii. If successful bidder(s) fail(s) to extend the validity period of EMD as per "Earnest Money" Clause of bid document.

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

5. Payment Method for EMD: Following points shall be noted in this regard:

- a. A bidder desirous of taking part in a tender invited by Offices of WBSEDCL shall login to e-Procurement portal of Government of West Bengal <https://wbtenders.gov.in> using his/her Login Id and password.
- b. Bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:

i. Net-banking through Payment Gateway.

ii. **RTGS/NEFT Payment:** On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, bidder will come back to the e-Procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.

iii. **Submission of EMD through BG:** For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority within timeline given in this NIT. The Bank Guarantee shall be submitted as per format in ANNEXURE-IV and shall remain valid initially for a period of 180 (one hundred eighty) days from the date of opening of bid document mentioned elsewhere in this NIT.

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

d. General Instructions for Online Payment:

- Bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.

- Status of NEFT/RTGS payment through Challan for a bid may take time (approx. 24 Hrs.) to get updated in e-tender portal. As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case, total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
- Bank account used for payment of EMD by the bidder shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

e. General Instructions for EMD submission through BG:

- Earnest Money Deposit may be submitted through an irrevocable bank guarantee (BG) prepared in **favor of WBSIEDCL** from any scheduled bank of RBI.
- Issue date of BG shall be after NIT publication date.
- BG shall be submitted as per format in ANNEXURE-IV.
- Initially it shall remain valid for a period of 180 (one hundred eighty) days from the date of opening of the bid document mentioned elsewhere in this NIT and shall be extended during the course of evaluation of bid, if requested by WBSIEDCL.
- BG shall be issued under SFMS Platform. WBSIEDCL Bank Details for preparation of BG for EMD are as follows:
 - Beneficiary Name:** West Bengal State Electricity Distribution Company Limited (WBSIEDCL)
 - Bank:** Punjab National Bank
 - Branch:** Mayukh Bhavan
 - A/C No:** 1096250031639
 - IFSC code:** PUNB0109620
- Original copy of BG for Earnest Money Deposit shall be submitted in the following office strictly within timeline given in NIT:
 - Office of Chief Engineer, IT & C Cell,**
 - 3rd Floor D-Block,**
 - Vidyut Bhavan,**
 - Block-DJ, Sector-II**
 - Bidhanagar, Kolkata - 700091**
- Original BG i.r.o EMD shall be submitted in a sealed envelope

mentioning NIT Number at address as stated above within date and time as specified in NIT. If bidder fails to submit original BG within timeline specified in NIT, the bid will not be considered for evaluation and hence rejected.

f. Refund/Settlement of EMD Amount:

- Bid guarantee of unsuccessful bidders, if submitted through e-payment or challan generated through e-tender website, will be refunded automatically, through an automated process, by NIC portal on receipt of updated status of the bid from WBSEDCL.
- The Bid Guarantee of unsuccessful bidders, if submitted through Bank Guarantee, will be returned against their written claim, to the Chief Engineer (IT&C Cell), WBSEDCL, giving the reference to the NIT, date of tender, amount and mode of Earnest Money deposited - all in a complete form, after placement of order on the successful bidder/bidders.
- For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and submission of Performance Bank Guarantee as per respective clauses in NIT. Successful bidder shall submit one letter addressed to Chief Engineer (IT&C Cell), WBSEDCL giving reference of NIT, date of tender, amount, mode of earnest money deposited and details of Performance Guarantee for requesting refund/return of EMD amount or bank guarantee, as applicable.
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will mandatorily be made to the Bank A/c from which the payment of EMD has been initiated.
- For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/13 since payment gateway facility used by E-tender portal is presently maintained by ICICI.

- g. Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Vendor Corner at www.wbsedcl.in, if not created earlier.**

IB.12.2. Technical Proposal: Technical proposal shall contain all the following documents in a pdf file in order given below. Tenders submitted without any of these documents will be treated as incomplete and liable to be rejected.

IB.12.2.1. Power of attorney for being signing authority of the bid.

IB.12.2.2. Payment Confirmation details for Earnest Money Deposit (EMD).

- IB.12.2.3. Signed copy of NIT:** All pages of NIT including Annexure(s) signed by authorized person along with seal of the bidder shall be submitted.
- IB.12.2.4. Signed copy of Addenda or Corrigendum,** if published by WBSEDCL, shall be submitted. Bidders shall keep a track of all the corrigendum and addendum uploaded by WBSEDCL related to this tender.
- IB.12.2.5. Bid Proposal** in format as prescribed in Annexure-I of NIT.
- IB.12.2.6.** Bid Details in format as prescribed in Annexure-II of NIT. It shall be filled up properly by the bidder. **It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.**
- IB.12.2.7.** Scanned copy of Bank Guarantee (BG) towards EMD in format as prescribed in Annexure-IV of NIT, **in favor of WBSEDCL payable at Kolkata** from any scheduled Bank of RBI. Issue date of BG shall be after NIT publication date. This clause will be applicable only for cases where Earnest Money Deposit (EMD) has been submitted through BG.
- IB.12.2.8.** Declarations given in Annexure - VI shall be signed by authorized person along with seal of the bidder and submitted accordingly.
- IB.12.2.9.** Escalation matrix in Annexure-VII shall be properly filled-in, signed and submitted.
- IB.12.2.10.** Agreement for third part access security policy of WBSEDCL as per Annexure-IX shall be properly filled-in, signed and submitted.
- IB.12.2.11. Agreement with Network (Telecom) Service Provider:** Bidders, other than Network (Telecom) Service Provider, must have at least 3 (three) Nos of valid agreement with leading Network (Telecom) Service Providers. For documentary evidence, bidders shall submit a certificate as per Annexure-XII issued by individual NSP/TSP. Certificates issued by SMS aggregators or 3rd Party providers shall not be considered. Self-declaration as per Annexure-XII may also be submitted.
- IB.12.2.12.** Copy of Corporate Identification Number (CIN) of the bidder.
- IB.12.2.13.** Copy of PAN of the bidder.
- IB.12.2.14.** Copy of GST Registration Certificate of the bidder.
- IB.12.2.15.** Bidders, other than Network Service Providers (NSP), shall submit a valid telemarketer registration certificate issued by appropriate authority for providing PUSH SMS Services in India.

IB.12.2.16. Copy of Balance Sheet and Profit & Loss Statement duly certified by Chartered Accountant for Fiscal Year 2023-24, 2022-23 and 2021-22.

IB.12.2.17. Copy of turn-over certificate issued by Chartered Accountant for Fiscal Year 2023-24, 2022-23 and 2021-22. Average annual turnover for in each of the above fiscal years must be at least INR 44 (forty-four) Crore.

IB.12.2.18. Copy of Net Worth certificate issued by Chartered Accountant for Fiscal Year 2023-24, 2022-23 and 2021-22. Net-Worth must be positive for Fiscal Years 2023-24, 2022-23 and 2021-22.

IB.12.2.19. Non-disclosure agreement as per Annexure-XIII shall be submitted on non-judicial stamp paper worth INR 100.

IB.12.2.20. Copy of Income Tax Return for Fiscal Year 2023-24, 2022-23 and 2021-22.

IB.12.2.21. Work Experience:

i. Bidder must have experience of **handling PUSH SMS Service** having **yearly volume of at least 60 (sixty) Crore in one single order or total volume of at least 75 (seventy-five) Crore in maximum 3 (three) orders in each of the fiscal years 2022-23, 2023-24 and 2024-25.**

ii. Scanned copy of original GST Invoice(s) must be submitted with the bid for verification of quantity as a supporting document for preceding clause. Masking may be allowed for non-relevant portion of the invoice.

iii. **A certificate from order issuing authority in this case in line with Annexure-XI must be submitted with the bid** as a supporting document for preceding clause. **It shall contain proper contact details for verification by WBSIEDCL.**

iv. If tender inviting authority is not satisfied with documentary evidence of the order, the bid will be rejected.

IB.12.2.22. Bidder must have a valid ISO 27001 for Information Security Management as on bid submission date.

IB.12.2.23. Technical API documentation manual shall be submitted. Sub-contracting or outsourcing of this contract is strictly not allowed. All API's/Web Services provided by bidder(s) shall be maintained by bidder(s) itself. SMS requests submitted by WBSIEDCL shall be directly routed to end users via Network Service Providers (NSP) without using third party services. NSP's bidding in this tender must be capable of managing API's/Web Services of its own.

IB.12.3. Financial Proposal: The financial proposal shall contain **Bill of Quantity (BOQ)** as per Annexure III. Bidder has to quote the rate online in space marked for quoting rate in BOQ. Bidder shall mention offered quantity and applicable percentage, if applicable. (Only downloaded copies of the above document should be virus scanned, digitally signed and uploaded by the bidder).

IB.13. Conditional and incomplete tenders are liable to summary rejection.

IB.14. Late Submission of Bid: Bidder shall take all possible measures to submit the bid within the schedule date & time prescribed elsewhere in the bidding document. Late submission of bid and supporting documents for whatever reason will not be accepted.

IB.15. Validity of Tender and Offer: Offer against tender shall remain valid for a minimum period of 180 (One hundred eighty) days from next day of opening of the tender mentioned elsewhere in this NIT. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

IB.16. Opening and evaluation of tender:

IB.16.1. Opening of Technical Proposal

IB.16.1.1. Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from website stated above, using Digital Signature Certificate (DSC).

IB.16.1.2. Technical proposals for bids where original copies of BG towards EMD, in case EMD has been paid through BG, have been received will only be opened. Proposals corresponding to which original copy of BG towards EMD has not been received, will not be opened and will stand rejected.

IB.16.1.3. Intending bidders may remain present, if they desire.

IB.16.1.4. Decrypted (transformed into readable formats) documents of statutory and non-statutory covers will be downloaded for the purpose of evaluation.

IB.16.1. Techno-commercial Evaluation of Tender

IB.16.1.1. While evaluation, tender inviting authority or his authorized representative may summon bidders and seek clarification/information or additional documents or original hard copy of any of the document already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

IB.16.1.2. Summary list of techno-commercially qualified bids will be made available in e-tender portal. Date of opening of financial bid will be intimated to techno-commercially qualified bidders.

IB.16.2. Opening and evaluation of Financial Proposal

IB.16.2.1. Financial proposals submitted by the bidders in prescribed format (ANNEXURE-III) and declared techno-commercially eligible, will be opened electronically by tender inviting authority from e-tender portal stated above on prescribed date.

IB.16.2.2. Encrypted copies will be decrypted and rates will be read out to bidders remaining present at that time and evaluated online.

IB.16.2.3. After opening of financial proposal, preliminary summary result containing inter-alia, name of bidders and rates quoted by them will be uploaded.

IB.16.2.4. Tender inviting authority, if feels appropriate, may ask any of the bidders to submit analysis for justification of rate quoted by that bidder.

IB.16.2.5. Deviation in any form in price-bid sheet will be unacceptable.

IB.16.2.6. For any discrepancy in amount of figures and words, quoted amount in figure will prevail.

IB.16.2.7. Separate financial evaluation shall be done for exempted and non-exempted category of SMS i.e., line-item wise evaluation will be done.

IB.16.3. Revision/withdrawal of financial proposal by bidder after opening of technical proposal will not be allowed unless and until it is sought by the tender inviting authority.

IB.17. Signing of Bids:

IB.17.1. Bid should be downloaded from website www.wbtenders.gov.in and signed by a person(s) duly authorized by the bidder.

IB.17.2. To be qualified for evaluation and finalization of contract, bidder(s) shall submit a written power of attorney, authorizing the signatory of the bid to act on behalf of the bidder in the form and manner which is acceptable by WBSedCL.

IB.17.3. All pages of the bid and where, entries/ amendments have been made, should be signed by the person/persons signing the bid.

IB.17.4. Complete bid should be without alterations, interlineations or erasers, except those to accord with instructions issued by WBSedCL or as necessary to correct errors made by bidders. Such corrections should be initialed by the person(s) signing the bid. Bids which are not duly signed will be treated as cancelled.

IB.18. Quantity of Contract: Approximate number of SMS for the period of 3(three) years has been given below:

Sl No	Category of SMS	Total Quantity (in Crore)
1	Non-Exempted Category of SMS (Sender ID: WBSDCL)	480
2	Exempted Category of SMS (Sender Id: WBSEDC)	165
Total	Total	645

- IB.18.1.** A separate financial evaluation will be conducted for both exempted and non-exempted categories of SMS. The lowest bid (L1) rates for each category will be determined individually.
- IB.18.2.** In case, quoted rate of bidders are equal then priority for deciding L1 and subsequent bidder(s) will be governed by turnover of the company for financial year 2023-24 first, then, number of valid (vendor other than Network Service Provider) back-to-back agreement with Network Service Providers. Network Service Provider will be given priority over aggregator. Accordingly, bids will be serialized from L1 and onwards.
- IB.18.3.** For non-exempted category of SMS, L1 bidder will be awarded 60% ($\pm 5\%$) of total quantity. Rest 40% ($\pm 5\%$) will be awarded to any one of the remaining bidders provided that the bidder is ready to provide service at L1 rate. For this, concerned personnel from WBSDCL shall approach bidders serially in sequence derived as per IB.18.2. In no case, more than 2 (two) bidders shall be selected for execution of this contract. In case any other bidder does not provide service at L1 rate then L1 bidder will be awarded 100% of contract quantity. In such case L1 bidder will be responsible to deliver 100 % traffic and it will be binding on L1 bidder. In case, contract with any of the selected bidders is terminated within the contract period, then, total non-exempted traffic will be routed through the remaining bidder at existing rates till the time decided by WBSDCL.
- IB.18.4.** For exempted category of SMS, total quantity will be awarded to L1 bidder only.
- IB.18.5.** Contract period extension will be governed as per clause GTC 3.3 and variation during execution as per clause IB.19.

IB.19. Variation during execution:

- IB.19.1.** Quantity of SMS as incorporated in this tender is provisional which may vary up to $\pm 30\%$ of the ordered quantity during course of execution of the contract as per actual requirement. WBSEDC will communicate such variation of quantity to the successful bidder in writing. Unit price quoted by the bidder and incorporated in the order will remain valid for such variation of quantity.
- IB.19.2.** Existing bidder(s) shall provide service at existing rates for at least next three (3) months even after exhaustion of variation limit on upward scale within contract period, if asked by WBSEDC. After that rate negotiation

process will be initiated, if desired by WBSEDCL. After negotiation, if new rate is agreeable for both the parties then excess SMS will be paid on new rate otherwise validity of contract period will expire before its scheduled time.

IB.20. Conflict of Interest:

IB.20.1. Bidder should not have any conflict of interest that can affect the tendering Process. Any bidder found to have a conflict of interest will be disqualified. In the event of disqualification, bid security of the bidder will be forfeited for the time, cost and effort of the authority including consideration of such bidder's proposal, without prejudice to any other right or remedy that may be available to authority hereunder or otherwise.

IB.20.2. Any bidder will be found to have a conflict of interest if his near relative is posted as any employee/officer in any capacity in WBSEDCL and associated with tender inviting authority.

IB.20.3. Any bidder will be found to have a conflict of interest if any employee of the bidding firm/company has developed a financial or other interest with any employee/officer of WBSEDCL associated with tender inviting authority during execution of the contract.

IB.20.4. Any bidder will be found to have a conflict of interest if the bidder has a relationship with other bidder(s) directly or through common parties that puts them in a position to have access to each other's information or influence the tendering process of either or each of the other bidder.

IB.21. Acceptance of Tender: Lowest valid rate will normally be accepted. However, tender accepting authority does not bind itself to do so and reserves the right to reject any or all the bids, for valid reasons. Moreover, conditions mentioned under clause IB.18 will also be considered while accepting bids.

IB.22. Purchase Order: WBSEDCL will communicate acceptance of tender to the successful bidder by a purchase order. Successful bidder shall communicate unconditional acceptance of the purchase order.

IB.23. Concession: No price preference will be allowed to any bidder based on the size of the industry or its geographic location. Co-operative Society will not be considered with separate status.

IB.24. Issuance of LOA: WBSEDCL will award the contract (LoA) to the successful bidder(s) whose bid has been determined substantially responsive and 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.25. Acceptance of LOA & Technical Integration: Successful bidder should submit written unconditional acceptance of LOA within 7 (seven) working days from date of issuance of the same. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause. Failure to compliance will be liable for cancellation of order and forfeiture of bid guarantee submitted by the bidder. Technical integration procedure shall be started after acceptance of LOA and must be completed within 14 (fourteen) working days of LOA acceptance.

- IB.26. Execution of Contract Agreement:** Contract Agreement, as per Annexure-X, on non-judicial stamp paper worth INR 100 shall be executed within 21 (twenty-one) working days from the date of issuance of LoA. Date of execution of contract agreement shall be considered as commercial go-live of the Project.
- IB.27. Right to reject Bids:**
- IB.27.1.** WBSEDCL reserves right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) reason for WBSEDCL's action.
- IB.27.2.** WBSEDCL reserves right to disqualify any bidder during the tendering process in case any adverse remark related to data compromise/fraud comes into notice of WBSEDCL by any means where the bidder is directly or indirectly involved.
- IB.28. Disqualification of Vendors:** Adverse report/remark against any order from any office under WBSEDCL may disqualify the candidature of the vendor at any point of time during processing of the tender.
- IB.29. Mandatory Condition:** All clauses mentioned under IB 12.2 shall mandatorily be complied by intending bidders for qualification.
- IB.30. Settlement of Disputes:** In case of any dispute arising out of the contract, same should be settled through meeting between WBSEDCL and contracting agency at appropriate level as per arbitration and conciliation Act 1996.
- IB.31. Legal Jurisdiction:** The necessary judicial affairs and/or Court Case will be exclusively within the jurisdiction of High Court at Kolkata only.
- IB.32. Limitation of Liability:** Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages.
- IB.33. Exemption of Header Id Used by WBSEDCL:** Presently, header (sender) id "WBSEDC" and "WBSDCL" are being used by WBSEDCL for sending different categories of SMS. TRAI has approved exemption of charge @ up to Rs.0.05 per SMS on service messages delivered from header "WBSEDC" under provisions of Telecom Commercial Communications Customers Preference Regulations, 2018 (TCCCPR, 2018) for a period of 1 (one) year from 01st January, 2025. WBSEDCL, in due time, will seek necessary approval from TRAI for renewal of the same in future.
- IB.34. Communication:** Successful vendor, for communicating with WBSEDCL, for this job may use following modes.
Email- itcell@wbasedcl.in

IB.35. Representative/Onsite Support of Successful Bidder:

- IB.35.1.** Successful bidder should nominate one person exclusively for this project from commencement to completion as a Nodal Officer with whom WBSEDCL will contact on all matters related to this order.
- IB.35.2.** The vendor shall specifically furnish to WBSEDCL, the name, designation, Telephone no. including mobile no., email address of such person.
- IB.35.3.** Alongside, successful bidder shall also share one Escalation Matrix containing name, designation, mobile number and email id for designated persons at each level.
- IB.35.4.** Successful bidder shall arrange to depute Onsite Support involving at least one (1) person for weekdays (including Saturday) from 10 AM to 6 PM at WBSEDCL IT&C Cell exclusively for this project who is competent enough to resolve issues generally cropping up in the service. Moreover, support personnel engaged in this project shall be an employee in direct payroll of the bidder. Skill set of the onsite resource shall be such that he/she may help in integration of API, monitor daily traffic, extract reports, co-ordinate with WBSEDCL team for resolution of technical issues, execute campaigns, etc.
- IB.35.5.** Successful bidder shall provide 24X7 Support during the contract period on all days.

Section: 2

General Terms & Conditions (GTC)

GTC.1. General Terms:

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

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

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

GTC.1.4. Regarding adherence to TRAI/Government guidelines as and when notified during the contract period, bidder will be responsible for following of any such guideline on behalf of WBSEDCL. For such cases, WBSEDCL will only provide required documents from its end on request from bidder whereas necessary charges and procedures shall be sole responsibility of the bidder during the contract period.

GTC.2. Statutory Obligations:

Statutory obligations as per law of the land should be complied by the bidder. 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, should be dealt by the vendor as per relevant act and financial obligation/s arising out of statutory obligations will be entirely on vendor's account and WBSEDCL will not be responsible on this score for any reason whatsoever.

GTC.3. Contract Period:

GTC.3.1. Commercial go-live date will be guided by IB.26 Execution of Contract Agreement. SMS's consumed post commercial go-live date shall be billable.

GTC.3.2. Contract will remain valid for a period of 3 (three) years from commercial go-live date.

GTC.3.3. WBSEDCL, if required, may extend the contract duration based upon prevailing circumstances after expiry of the contract. This will be subject to written acceptance by the service provider.

GTC.4. Termination of Contract:

GTC.4.1. WBSEDCL reserves right to terminate the contract either in part or whole due to reasons of non-compliance of stipulated activities for different clauses under this contract or any other reason felt appropriate by controlling officer of this project. In such an event, WBSEDCL will give 15 (fifteen) days' notice period in writing to the vendor of his decision to do so.

GTC.4.2. WBSEDCL reserves right to disqualify any bidder during the contract period in case any adverse remark related to data compromise/fraud comes into notice of WBSEDCL by any means where the bidder is directly or indirectly involved.

GTC.5. Price:

GTC.5.1. Quoted unit rate will remain firm throughout the period of contract. Incomplete or partial quotation will not be accepted and will be liable to be rejected.

GTC.5.2. GST will be paid as applicable. **WBSEDCL, on its part, will not bear any other charge apart from GST.**

GTC.5.3. Payment will be done only for unique delivered SMS's.

GTC.5.4. A separate financial evaluation will be conducted for both the exempted and non-exempted categories of SMS. The L1 rates for each category will be determined individually.

GTC.5.5. In LOA rate per 100 SMS will be considered and accordingly quantity of SMS will be derived.

GTC.6. Taxes, Duties and other levies:

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

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

GTC.7. Performance Bank Guarantee (PBG):

GTC.7.1. As Contract Guarantee, successful bidder shall furnish a Performance Guarantee in the form of unconditioned & irrevocable Bank Guarantee amounting to 10% of the total awarded contract price from any Scheduled Bank of RBI as per enclosed proforma (Annexure-V) to guarantee faithful execution of the order in accordance with the terms and conditions stipulated in the order. BG shall be issued under SFMS Platform. WBSEDCL Bank Details for preparation of PBG for are as follows:

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

Bank: Punjab National Bank

Branch: Mayukh Bhawan

A/C No: 1096202100000241

IFSC code: PUNB0109620

GTC.7.2. Performance Guarantee shall cover the contract period for satisfactory performance. For any failure towards satisfactory performance on the part of the vendor, Bank Guarantee will be liable for encashment and forfeiture.

GTC.7.3. Performance Guarantee furnished in any other form will not be accepted.

GTC.7.4. Performance Guarantee will not carry any interest.

GTC.7.5. The above Performance Guarantee shall be submitted within 30 (thirty) days from the date of issue of LoA and remain valid up to ninety (90) days beyond the contract period.

- GTC.7.6.** In case the contract is renewed, the successful bidder shall extend the validity of the Performance Bank Guarantee for a further period of ninety (90) days beyond the renewed contract Period.
- GTC.7.7.** First bill can be claimed by service provider only after acceptance of PBG by WBSEDCL.

GTC.8. Additional Performance Bank Guarantee:

- GTC.8.1.** An additional performance guarantee equivalent to 10% of the tendered amount has to be submitted by successful bidder if the bid is in the range of -20% to -80% of the estimated rate.
- GTC.8.2.** The additional performance guarantee shall be submitted in the form of a Bank Guarantee from any scheduled bank of RBI as per the format enclosed in Annexure VIII. BG shall be issued under SFMS Platform. WBSEDCL Bank Details for preparation of BG for EMD are as follows:
Beneficiary Name: West Bengal State Electricity Distribution Company Limited (WBSEDCL)
Bank: Punjab National Bank
Branch: Mayukh Bhawan
A/C No: 1096202100000241
IFSC code: PUNB0109620
- GTC.8.3.** The additional performance guarantee shall cover the contract period for satisfactory performance. For any failure towards satisfactory performance on the part of the vendor, Bank Guarantee will be liable for encashment and forfeiture.
- GTC.8.4.** Additional performance guarantee submitted in any other form will not be acceptable.
- GTC.8.5.** Additional performance guarantee will not carry any interest.
- GTC.8.6.** Additional performance guarantee shall be submitted within 30 (thirty) days from date of issue of LoA. It shall remain valid up to ninety (90) days beyond the contract period. Claim period of the bank guarantee shall be 180 days beyond validity date.
- GTC.8.7.** In case the contract is renewed, the successful bidder shall extend the validity of the additional performance guarantee for a further period of ninety (90) days beyond the renewed contract Period. Accordingly, claim period shall be extended to 180 days new validity date.
- GTC.8.8.** WBSEDCL will intimate successful bidder(s) regarding submission of additional performance guarantee after completion of financial evaluation process of the tender.
- GTC.8.9.** First bill can be claimed by service provider only after acceptance of Additional PBG by WBSEDCL, if applicable.

GTC.9. Force Majeure: The successful bidder will not be liable if prevented from carrying out obligations under the orders by reasons of war, invasion, foreign hostilities, war declared,

riot, civil commotion, mutiny, fire, Govt. orders and/or restrictions or any other cause beyond the reasonable control of the bidder. However, such force-majeure circumstances should be intimated immediately and established subsequently with appropriate documents/proofs to the entire satisfaction of WBSEDCL.

GTC.10. Terms of payment:

GTC.10.1. No advance payment will be made.

GTC.10.2. Successful bidder shall arrange one daily report containing header (sender id) wise count of submitted, delivered and non-delivered SMS directly from network/telecom service provider (NSP/TSP) through which SMS traffic of WBSEDCL has been routed for delivery so that exact quantity and thereby percentage of delivered messages can be ascertained by WBSEDCL. Logs provided by successful bidder shall be verified from this report. Proper contact details from NSP/TSP must be provided for verifying genuineness of the report submitted.

GTC.10.3. Payment will be made quarterly based on actual no. of unique SMS's delivered by the vendor successfully. No payment will be made for duplicate messages or undelivered messages. OTP based messages delivered after 60 seconds will be treated as undelivered/failed SMS and no payment will be made for such messages.

GTC.10.4. Duplicate SMS means exactly same text/string delivered to a specific mobile number within a period of one particular day from 00:00:00 Hrs to 23:59:59 Hrs. For OTP based messages all the texts/strings will be considered unique even if same string is delivered to a specific mobile no within a period of one particular day from 00:00:00 Hrs to 23:59:59 Hrs.

GTC.10.5. The quarterly bills should be submitted to the office of the CE, IT&C Cell in triplicate.

GTC.10.6. The bills must accompany certificates from the nodal officer countersigned by the controlling officer which will contain acknowledgement of statements of the vendor on number of SMS successfully delivered for the quarter under consideration.

GTC.11. Liquidated Damage (LD):

GTC.11.1. If any text in SMS request sent by WBSEDCL does not match with templates white listed over bidder's platform for DLT Scrubbing, then, the same shall not be submitted to original Network Service Provider for delivery and hence these SMS requests shall not be considered in total submitted SMS count. An error code shall be incorporated in the API provided to WBSEDCL for dealing such cases. Genuine failure reasons shall not be considered for calculating LD. However, whether any reason is genuine or not and whether it shall be considered under total submitted count, will be ascertained by WBSEDCL officials.

GTC.11.2. If same SMS text/string is delivered to a specific mobile number within a period of one particular day from 00:00:00 Hrs to 23:59:59 Hrs, then, that will be considered as duplicate request by WBSEDCL. Duplicate requests shall not be submitted to original NSP Gateway for delivery and hence these SMS requests shall not be considered in total submitted SMS count. An error code shall be incorporated in the API provided to WBSEDCL for dealing such cases.

GTC.11.3. Calculation of liquidated damage (LD) will be made as follows:

Say, for a particular billing period (which is quarterly) total requests submitted by WBSEDCL is "S" out of which actual delivered SMS is "D", then, percentage of Delivery will be considered as $(D/S) * 100$. Liquidated damage (LD) for the invoice will be calculated as below: -

Sl. No	% of Delivery	Liquidated Damage (LD)
1	Delivery \geq 90%	No LD
2	85% \leq Delivery $<$ 90%	2.5% of Invoice for the Period excluding GST
3	80% \leq Delivery $<$ 85%	5% of Invoice for the Period excluding GST
4	Delivery $<$ 80%	10% of Invoice for the Period excluding GST

GTC.12. WBSEDCL Personnel:

GTC.12.1. Paying Authority: Manager (F&A), IT&C Cell.

GTC.12.2. Nodal Officer: Divisional Engineer, IT&C Cell.

GTC.12.3. Supervising Officer: Superintending Engineer, IT&C Cell

GTC.12.4. Controlling Officer: Additional Chief Engineer, IT&C Cell.

Section: 3

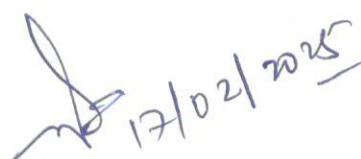
Scope of Work (SoW)

SW.1. Scope of Work:

- SW.1.1.** To provide PUSH based SMS delivery Service 365X24X7 mode on priority manner.
- SW.1.1.1.** To deliver normal push messages and OTP based messages generated from different applications of WBSEDCL.
- SW.1.1.2.** To send personalized SMS in bulk to across the consumer base of WBSEDCL at a time.
- SW.1.1.3.** To send thousands of SMS's per day to individual recipients generated through the different Application Packages used by WBSEDCL.
- SW.1.1.4.** Campaign SMS in any regional language of India with a traffic volume of up to 10 crore SMS count per day along with normal traffic.
- SW.1.2.** Successful bidder shall maintain and produce on demand, logs of all SMS requests with individual receipt status along with time stamp of request received from WBSEDCL for sending individual SMS and actual time stamp of delivered/undelivered SMS.
- SW.1.3.** Successful bidder shall arrange one report containing header (sender id) wise count of submitted, delivered and non-delivered SMS directly from network/telecom service provider (NSP/TSP) through which SMS traffic of WBSEDCL has been routed for delivery so that exact quantity and thereby percentage of delivered messages can be ascertained by WBSEDCL. Logs provided by successful bidder shall be verified from this report.
- SW.1.4.** Successful bidder shall maintain unique identification code (Header ID - WBSEDC) for each individual SMS.
- SW.1.5.** Successful bidder shall maintain application wise identification of each SMS. For this, API provided to WBSEDCL shall contain one specific identification parameter.
- SW.1.6.** Successful bidder shall provide real-time status of all messages through web-interface/MIS Portal.
- SW.1.7.** Successful bidder shall provide failure intimation of every undelivered SMS with error description through web-interface/API.
- SW.1.8.** Successful bidder shall provide a web portal with user id and password to see all the reports in a single sign-on along with traffic monitoring.
- SW.1.9.** Successful bidder shall provide API for sending SMS which is compatible with infrastructures and applications running in WBSEDCL. Here it shall be noted that SMS's are triggered from applications that may be based on various technologies available in market. If needed, successful bidder shall provide technical support for integration of API in these applications.
- SW.1.10.** If any text in SMS request sent by WBSEDCL does not match with templates white listed over bidder's platform for DLT Scrubbing, then, the same shall not be

submitted to original Network Service Provider for delivery and hence these SMS requests shall not be considered in total submitted SMS count. An error code shall be incorporated in the API provided to WBSEDCL for dealing such cases.

- SW.1.11. Successful bidder shall restrict duplicate delivery of SMS's. Duplicate SMS means exactly same text/string delivered to a specific mobile no within a period of one particular day from 00:00:00 Hrs to 23:59:59 Hrs. An error code shall be incorporated in the API provided to WBSEDCL for dealing such cases. For OTP based messages all the texts/strings will be considered unique even if same string is delivered to a specific mobile no within a period of one particular day from 00:00:00 Hrs to 23:59:59 Hrs. No payment will be made for duplicate delivery of SMS.
- SW.1.12. Successful bidder shall have proper test infrastructure with capability of end-to-end testing of all the integrations with applications running in WBSEDCL before commercial Go Live.
- SW.1.13. The Bidder should be able to allocate a minimum throughput 1000 SMS/sec to WBSEDCL. At least three attempts should be made within 30 minutes (each attempt should be made after 10 minutes) to resend the SMS's delivered unsuccessfully along with subsequent three lots of SMS's after the initial attempt. For OTP delivery time should preferably be less than 30 seconds.
- SW.1.14. The bidder should be able to implement SMS template wise data masking, if asked by WBSEDCL.
- SW.1.15. Latest security certificates must be installed in API's provided for integration and strong authentication mechanisms shall be implemented to ensure data security.
- SW.2. DLT Related Compliance:
- SW.2.1. Header Id WBSEDC has already been approved over DLT platform for WBSEDCL. However, if required, successful bidder shall provide necessary support for creation, approval and uploading of new headers/templates/consents for WBSEDCL.
- SW.2.2. Successful bidder shall be responsible for all sorts of compliance on DLT Platform for WBSEDCL. WBSEDCL will provide only necessary documental support for such compliances.
- SW.3. Reports:
- SW.3.1. Successful bidder shall provide MIS reports related to SMS service as and when required by WBSEDCL.
- SW.3.2. Successful bidder shall be capable of pushing MIS data on daily basis to WBSEDCL. Interface details will be notified later.


Chief Engineer, IT & C Cell
WBSEDCL

Enclosure:

1. Annexure-I : Bid Proposal
2. Annexure-II : Bid Details
3. Annexure- III : BoQ Format
4. Annexure-IV : Proforma of Bank Guarantee for Bid Guarantee
5. Annexure-V : Format for Bank Guarantee for Contract Performance
6. Annexure-VI : Declarations
7. Annexure-VII : Escalation Matrix
8. Annexure-VIII : Proforma for Additional Performance Guarantee
9. Annexure-IX : Agreement for Third Party Access Security Policy of WBSedCL
10. Annexure-X : Contract Agreement
11. Annexure-XI : Format of Certificate to be provided by client which has been referred in IB.12.2.21 in NIT
12. Annexure-XII : Format of Certificate to be provided by Original Telecom/Network Service Provider (Certificate to be issued on letter-head of Telecom/Network Service Provider)
13. Annexure-XIII : Non-Disclosure Agreement

ANNEXURE-I
West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /38.00 /1089 Dated 17.02.2025
BID PROPOSAL

From

Bidder's Name and Address :

Contact person :

Designation :

Telephone No (Land Line & mobile) :

Fax :

Tender Reference :

To

The Chief Engineer, IT & C Cell

West Bengal State Electricity Distribution Company Limited

3rd Floor, Block 'D', Vidyut Bhavan

Bidhannagar, Kolkata- 700 091

Sub: Invitation to bid for SMS Delivery Service in WBSEDCL for exempted Sender Id

Dear Sir,

We the undersigned bidder(s), having read and examined in details the specifications and other documents of the subject tender, do hereby propose to execute the contract as per specification set forth in your Bid-Documents. We have read and examined in details all the clauses mentioned in NIT including representative of the vendor, LD, PBG, Additional PBG, SoW, etc. and unconditionally agree with the same.

1 Prices & Validity:

1.1 The offer against tender will remain valid for a minimum period 180 (One hundred eighty) days from the next day of opening of the tender. We further declare that prices stated in our proposal are in accordance with your bidding and the quoted unit rates will remain firm throughout the period of the contract.

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

2 Bid Guarantee:

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

3 Contract Performance Guarantee and Additional Contract Performance Guarantee:

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent to 10 (ten)% of the Contract Price as stipulated in Bid document in the form of Bank Guarantee in your favor and enter into a formal agreement with you within 30 (thirty) days from the date of placement of Letter of Award. Additionally, if applicable, we shall provide an additional Contract Performance Guarantee equivalent to 10 (ten)% of tendered amount as per terms and conditions stipulated in NIT.

Dated.....this.....day of.....2025

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

ANNEXURE-II**West Bengal State Electricity Distribution Company Limited****Tender Notice No: WBSEDCL/ IT & C /38.00 /1089 Dated 17.02.2025****Bid Details**

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

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

Sl. No	Correspondence Details (will be used for communications related to this NIT)		Page No in technical Proposal
1	Email Id		
2	Mobile No		
3	Correspondence Address		

Sl. No	Payment Confirmation for EMD (Earnest Money Deposit)		Page No in technical Proposal
1	Payment Mode (NEFT/RTGS/E-Challan/Bank Guarantee)		
2	UTR No/ Challan No/BG Number		
3	Scanned Copy (Payment Receipt)		
4	BG Details (will be used confirmation of BG from Issuing bank) as per Annexure -IV		
	i. Scanned Copy of BG		
	ii. BG Number		
	iii. BG Issue Date		
	iv. Issuing Bank Name		
	v. IFSC of Issuing Bank		
	vi. Email Id of Contact Person from Issuing bank for Confirmation of BG		

Signed Documents as per NIT and corresponding Annexures with Seal of Bidder			
Sl. No	Document Details	Submission Status (Yes/No)	Page No in technical Proposal
1	Signed Copy of Complete NIT with Annexures		
2	Signed Copy of Addenda/Corrigendum, if any		
3	Signed Copy of properly filled Bid Proposal as per Annexure-I		
4	Signed Copy of properly filled Bid Details as per Annexure-II		
5	Signed Copy of properly filled declarations mentioned in Annexure -VI		
6	Signed Copy of properly filled Escalation Matrix as per Annexure -VII		
7	Signed Copy of properly filled Agreement for Third Party Access Security Policy of WBSIEDCL as per Annexure IX		
8	Certificate (s) from Order Issuing Authority as per Annexure XI		
9	Certificate Issued from minimum 3 (three) Nos of original Network/Telecom Service Provider regarding Service Agreement for providing PUSH and Bulk SMS Services as per Annexure XII		
10	Non-Disclosure Agreement as per Annexure-XIII		

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

Financial Statements - Balance Sheet			
Sl. No	Fiscal Year	Net Worth (in Lakh INR)	Page No in technical Proposal
1	2021-22		
2	2022-23		
3	2023-24		

Financial Statements - Profit & Loss Statement			
Sl. No	Fiscal Year	Turn Over/Profit Before Tax (in Lakh INR)	Page No in technical Proposal
1	2021-22		
2	2022-23		
3	2023-24		

CA Certificate for Net Worth			
Sl. No	Fiscal Year	Net Worth (in Lakh INR)	Page No in technical Proposal
1	2021-22		
2	2022-23		
3	2023-24		

Income Tax Return			
Sl. No	Fiscal Year / Assessment Year	Submission Status (Yes/No)	Page No in technical Proposal
1	2021-22/2022-23		
2	2022-23/2023-24		
3	2023-24/2024-25		

Work Experience Details (In each fiscal year contract quantity shall be 60 Crore or more SMS or 75 Crore or more in maximum 3 (three) orders in same fiscal year)						
Sl. No	Fiscal Year	Name of Company	Order No	Volume of PUSH SMS for the Fiscal Year	GST Invoice Number Raised	Page No in technical Proposal
1	2022-23					
2						
3						
1	2023-24					
2						
3						
1	2024-25					
2						
3						

NSP Agreement (minimum 3 (three) certificates issued by original Network/Telecom Service Providers (TSP/NSP) need to be submitted)				
Sl. No	Name of NSP	Agreement Start Date	Agreement End Date	Page No in technical Proposal
1				
2				
3				
4				
5				
6				

ISO Certification					
Sl. No	Name of Certificate	Name of Issuing Authority	Issued on Date	Valid Up to Date	Page No in technical Proposal
1	ISO 27001 for Information Security Management				
2					
3					

Other Documents			
Sl. No	Name of Certificate	Submission Status (Yes/No)	Page No in Technical Proposal
1	Technical API Documentation		

Dated.....this.....day of.....2025

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

ANNEXURE-III
West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /38.00 /1089 Dated 17.02.2025
BOQ Format

Validate Print Help **Wise BoQ**

Tender Inviting Authority: Chief Engineer, IT & C Cell

Name of Work: SMS Delivery Service for both Exempted & Non-Exempted Tender Id's in WBSEDCL

Contract No:

Name of the Bidder / Bidding Firm / Company:								
PRICE SCHEDULE <small>(This BOQ template must not be modified and placed 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)</small>								
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE in Figures To be entered by the Bidder in Rs. P	GST (5/18%) AMOUNT Rs. P	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT including taxes in Rs. P	TOTAL AMOUNT in Words
1	2	4	5	7	8	11	12	13
1	PUSH SMS Service (SMS Delivery Service)							
1.01	Non-Exempted SMS	480000000	Nos		0.00	0.000	0.000	NR Zero Only
1.02	Exempted SMS	165000000	Nos		0.00	0.000	0.000	NR Zero Only
Total in Figures						0.000	0.000	NR Zero Only
Quoted Rate in Words						NR Zero Only		

NOT TO BE
QUOTED HERE

ANNEXURE-IV

West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /38.00 /1089 Dated 17.02.2025
PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE (Earnest Money)

(To be stamped in accordance with Stamp Act)

Ref. No. :

Date:

To

The West Bengal State Electricity Distribution Company Limited

Vidyut Bhawan

DJ Block, Sector - II

Salt Lake, Kolkata - 700 091

Dear Sirs,

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

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

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

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

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

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this _____ day of _____ 202 ____ at _____.

WITNESS:

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____

Date _____

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

ANNEXURE-V

West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /38.00 /1089 Dated 17.02.2025
Proforma for Bank Guarantee for Contract Performance
(To be stamped in accordance with Stamp Act)

Bank Guarantee No. _____

Ref No. _____

Date: _____

To

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

Dear Sir,

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

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

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

The Bank also agrees that WBSEDCL at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that WBSEDCL may have in relation to the contractor's liabilities.

This Guarantee shall be valid upto..... it comes into force with immediate effect and shall remain in force and valid for a period up to the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee.

Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs. (Rupees.) and unless a claim in writing is lodge if with us within the validity period i.e. upto..... of this guarantee all our liabilities under this guarantee shall cease to exist.

Dated this _____ day of _____ 202 ____ at _____

Witness:

(Signature)

(Name)

(Official address)

(Signature)

(Name)

(Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____

Date _____

ANNEXURE-VI
West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /38.00 /1089 Dated 17.02.2025
Declarations

From

Bidder's Name and Address :

Contact person :

Designation :

Telephone No (Land Line & mobile) :

Fax :

Tender Reference :

To

The Chief Engineer, IT & C Cell

West Bengal State Electricity Distribution Company Limited

3rd Floor, Block 'D', Vidyut Bhavan

Bidhannagar

Kolkata- 700 091

Sub: Invitation to bid for SMS Delivery Service in WBSEDCL

Dear Sir,

We the undersigned Bidder (s), having read and examined in details the specifications and other documents of the subject tender, do hereby propose to execute the contract as per specification set forth in your bid-document. In this regard we solemnly declare and agree to following points: -

1. M/s ----- (Name of the bidder) has not been blacklisted or involved in any forgery/data leak from any Government or reputed private organization across India in last three years.
2. M/s ----- (Name of the bidder) shall comply with all formalities as per guideline of TRAI as a SMS service provider for sending transactional/bulk SMS. All charges for such compliance will be borne by M/s ----- (Name of the bidder). WBSEDCL, on its part, shall only provide documental support within its capacity, if requested by M/s ----- (Name of the bidder).
3. M/s ----- (Name of the bidder) shall allocate a minimum throughput 1000 SMS/sec to WBSEDCL during the tenure of contract.
4. M/s ----- (Name of the bidder) shall arrange one daily report containing header (sender id) wise count of submitted, delivered and non-delivered SMS directly from network/telecom service provider (NSP/TSP) through which SMS traffic of WBSEDCL has been routed for delivery. Daily report in this format, as received from network service provider shall be forwarded to WBSEDCL.

5. M/s ----- (Name of the bidder) has a valid ISO 27001 for Information Security Management as on bid submission date.
6. SMS Service(s) and related systems catering requirement of WBSEDCL shall conform to the requirements of amended IT Act 2000 and other laws statutes of the government as notified from time to time. All charges for such compliance(s) will be borne by M/s --- ----- (Name of the bidder).
7. Mobile Number database provided by WBSEDCL shall neither be shared with any third party nor be used for any other purpose or data analytics at any cost without prior permission of WBSEDCL.
8. Data generated during the execution of this contract shall be deleted post 6 (six) months of expiry of the contract.
9. All documents/information submitted by M/s----- (Name of the bidder) in the bid are correct.

Non-compliance of any of the above clauses, if comes in the notice of WBSEDCL, may invite imposition of penal measures (like black-listing, forfeiture of EMD BG or PBG, etc.) as deemed fit by WBSEDCL

Dated.....this.....day of.....2025

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

ANNEXURE-VII
West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /38.00 /1089 Dated 17.02.2025
Escalation Matrix

Level of Escalation	Name of the Associate	Designation	Mobile	Email
Single Point of Contact (SPOC)				
L1 Support				
L2 Support				
L3 Support				
L4 Support				

Dated.....this.....day of.....2025

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

ANNEXURE-VIII

West Bengal State Electricity Distribution Company Limited Tender Notice No: WBSSEDCL/ IT & C /38.00 /1089 Dated 17.02.2025 Format of Bank Guarantee for Additional Performance Security Deposit

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

WHEREAS (name and address of "the Contractor") Contractor) (hereafter called "the Contractor")
has undertaken, in pursuance of Contract no. Dated..... to execute..... (name of Contract and brief
description of Works (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a
Scheduled Commercial Bank for the sum specified therein for 'ADDITIONAL PERFORMANCE SECURITY DEPOSIT' for compliance
with his obligation in accordance with the Contract;

NOW WHEREAS we.....(indicate the name of the bank and branch) have agreed to give the Contractor such a Bank
Guarantee.

NOW THEREFORE we..... (indicate the name of the bank & branch) hereby affirm that we are the Guarantor
and responsible to you
on behalf of the Contractor, upto a total of Rs.(amount of guarantee)(in words). We undertake to pay you, upon your
first written demand and without cavil of argument, a sum within the limits of.....(amount of guarantee) as aforesaid without
your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We (indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the
contractor before presenting us with the demand.

We..... (indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any
dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal.....the present
absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)
shall have no claim against us for making such payment, We (indicate the name of the bank and branch) further agree that no change
or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the
Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this
guarantee, and we hereby waive notice of any such change, addition or modification.

We..... (indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with the previous
consent of you in writing.

This Guarantee shall be valid upto..... it comes into force with immediate effect and shall remain in force and valid for a period up to
the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee.
Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs..... (Rupees.) and unless a claim in
writing is lodge if with us within the validity period i.e. upto.....of this guarantee all our liabilities under this guarantee shall
cease to exist.

Signed and sealed thisdayof 2025.....at

SIGNED, SEALED AND DELIVERED

by:

For and on behalf of the BANK

(Signature)

(Name)

(Designation),

(Code Number),

Address

NOTE (1) The bank guarantee should contain number of the officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned
on the covering letter issuing Branch.

ANNEXURE-IX

West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /38.00 /1089 Dated 17.02.2025
Agreement for Third Party Access Security Policy of WBSEDCL

Organization Name & Address:	Date:
First Name Middle Name Last Name	Department:
Designation:	
Third Party Access Security Policy	
<div style="border: 1px solid black; padding: 10px; min-height: 300px;"><ul style="list-style-type: none">User shall access only the appropriate physical area of the premises and appropriate information resource.Users shall not access any information resources of WBSEDCL, without prior authorization of the concerned officials of WBSEDCL.User shall not carry any Personal storage media like USB, Hard drives, Mobile phones, DVD/CDs into secured zones like Data Centre, Disaster Recovery Centre, SCADA Centers, Smart Grid Control Centre, etcUsers 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.</div>	
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-X
West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /38.00 /1089 Dated 17.02.2025
(It shall be submitted on non-judicial stamp paper worth INR 100)

Contract Agreement

This agreement is made at KOLKATA on this _____ day of,(Month) 2025 between:

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED, registered under the Companies Act 1956, having its registered office at "Vidyut Bhavan", Block-DJ, Sector-II, Salt Lake City, Kolkata- 700 091 (hereinafter referred to as WBSEDCL, which term shall be deemed to mean and include its successors and assigns) of the first part

And

M/s(Name of the Company), registered under the Companies Act 1956 as per laws of India, having its registered office at (hereinafter referred to as ".....", which expression shall, unless it be repugnant to the subject or context thereof, mean and include its successors and assigns) of the OTHER PART:

(WBSEDCL and M/s are hereinafter referred to collectively as "Parties" and individually as "Party", wherever the context so admits.)

Reference:

1. E-tender for procurement of SMS Delivery Service in WBSEDCL via NIT No WBSEDCL/ IT & C /38.00 /1089 Dated 17.02.2025
2. Letter of Award (LoA) placed by WBSEDCL on M/ s vide Memo No WBSEDCL/IT&C /38.00 /XXXX Dated. XX.XX. XXXX

This agreement is entered into by above mentioned parties for SMS Delivery Services in WBSEDCL for the period, quantity, terms and conditions guided by above mentioned NIT & LoA.

M/shereby agrees to adhere to all the clauses mentioned in NIT & LoA.

In WITNESS WHEREOF the parties hereto have executed this agreement on the _____Day of(Month), 2025 herein above mentioned.

In the presence of (Witness)

(1)

(2)

Signed, sealed and delivered by the
within named M/sby the hands of
its authorised signatory

In the presence of (Witness)

(1)

(2)

Signed, sealed and delivered by the
within named WBSEDCL by the
hands of its authorized signatory

ANNEXURE-XI

West Bengal State Electricity Distribution Company Limited

Tender Notice No: WBSEDCL/ IT & C /38.00 /1089 Dated 17.02.2025

Format of Certificate to be provided by client which has been referred in IB.12.2.21 in NIT

To whom it may concern

This is to certify that M/s..... (name of the bidder) has provided PUSH and BULK SMS Services to (name of client issuing work experience certificate) for the period from XX. XX. XXXX to XX. XX. XXXX (period referred to in IB.12.2.21). PUSH and Bulk SMS (outgoing) traffic for this period is more than Crores (Minimum required quantity mentioned in IB.12.2.21 in NIT).

Service provided by M/s..... (name of the bidder) is satisfactory.

Signed, sealed and delivered
by(Name of issuer) with Date

ANNEXURE-XII

West Bengal State Electricity Distribution Company Limited

Tender Notice No: WBSEDCL/ IT & C /38.00 /1089 Dated 17.02.2025

***Format of Certificate to be provided by Original Telecom/Network Service Provider
(Certificate to be issued on letter-head of Telecom/Network Service Provider)***

Ref: Tender Notice No: WBSEDCL/ IT & C /38.00 /1089 Dated 17.02.2025

This is to certify that M/s..... (name of the bidder) is having an agreement with M/s..... (Name of Telecom/Network Service Provider) for providing Push and Bulk (Outgoing) SMS Delivery Service which is valid till XX. XX. XXXX. Telemarketer registration Id of M/s (name of the bidder) is XXXXXXXXXXXXXXXXX.

Signed, sealed and delivered
by(Name of issuer) with Date

ANNEXURE-XIII
West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /38.00 /1089 Dated 17.02.2025
(It shall be submitted on non-judicial stamp paper worth INR 100)

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") dated Date, Month, Year ("Effective Date") is entered

BETWEEN

WBSEDCL a company incorporated under the provisions of Companies Act, 1956 and having its principal place of business at thereafter referred to as " " which expression shall mean and include its executions, administrations, subsidiaries and assigns).

AND

M/s a company incorporated under the provisions of Companies Act, 2013/1956 and having its principal place of business at thereafter referred to as which expression shall mean and include its parent, affiliates subsidiaries and assigns) WBSEDCL and collectively referred as parties.

Purpose

WBSEDCL utilizes SMS aggregator and telecom network provider (TSP) services for sending different kind of SMS across the consumer base wherein different information related to WBSEDCL and consumers are shared with selected service provider from time to time. To protect the said confidential information both the parties desire to sign this Non-Disclosure Agreement.

Disclosure of Confidential Information

Either party may disclose to the other party either orally or in any recorded medium, information comprising or relating to its/ or its subsidiaries or franchisees techniques; schematics; designs; contracts & financial information. Confidential Information shall include all nonpublic information furnished, disclosed or transmitted regardless its source.

Confidentiality

Either party shall use the Confidential Information solely in furtherance of the actual potential business relationship between the parties. The parties shall not use the Confidential Information in any way that is directly or indirectly detrimental to the other party and shall not disclose the Confidential Information to any unauthorized third party.

Parties shall ensure that access to Confidential Information is granted only to those of its employees or agents ("Representatives") who have a demonstrated need to know such information in order to carry out the business purpose of this Agreement. Prior to disclosing any Confidential Information to such /Representatives, party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. Each party and its Representatives will take all reasonable measures to maintain the confidentiality of the Confidential Information, but in no. event less than the measures it uses for its own information of similar type. Parties and its Representatives shall not disclose to any person including, without limitation, any corporation, sovereign, partnership, limited liability company, entity or individual(i) the fact that any

investigations, discussions or negotiations are taking place concerning the actual or potential business relationship between the parties, (ii) that it has requested or received Confidential information, or (iii) any of the terms, conditions or any other fact about the actual or potential business relationship.

Each party and its Representatives will immediately notify the other party of any use Of disclosure of the Confidential information that is not authorized by this Agreement. Each party and its Representatives will use its best efforts to assist the other party in remedying any such unauthorized use or disclosure of the Confidential information Either Party shall implement and follow the rules as laid down in the information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 as and where apply.

The obligations contained under the agreement will not apply to the extent that either Party can demonstrate that the Confidential information: (a) was part of the public domain at the time of disclosure or properly became party of the public domain, by publication or otherwise; (b) was rightfully acquired by Receiving Party prior to disclosure by Disclosing Party; (c) was independently developed by Receiving Party or its Representatives without reference to the Confidential information; or (d) is required to be disclosed by a government agency or by a proper court of competent jurisdiction; provided; however, that Receiving Party and its Representatives shall provide Disclosing Party prompt prior written notice of such requirement, shall consult with and assist Disclosing Party in obtaining a protective order prior to such disclosure, and shall only disclose the portion of Confidential information which it has been advised by written opinion of counsel is legally required to be disclosed and shall use its best efforts to obtain assurance that confidential treatment will be accorded such information if the protective order is not obtained or if Disclosing Party waives disclosure of such information.

Ownership of Material/No Warranty

Each Party retains all rights, title and interest to its confidential information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by the other Party is either granted or implied by the disclosure of confidential information.

Term

This Agreement shall terminate years from the Effective Date. Receiving Party's obligations with respect to confidentiality shall expire after years from the date of disclosure.

Return of Confidential information

Upon written request of either Party, Parties and its Representatives shall promptly return to the other Party all copies of Confidential information in its possession including all copies of any analyses, compilations, studies or other documents prepared by Receiving Party or its Representatives containing or reflecting any Confidential information. Either Party shall clarify in writing that it and its Representatives have returned all such information to the other Party.

General

(a) This Agreement shall be governed by and construed in accordance with the applicable laws of India.

(b) Either Party agrees that breach of the provisions of this Agreement by any Party will cause the other Party and irreparable damage for which recovery of money damages would be made in court of

law' is Kolkata inadequate. Receiving Party and its Representatives hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of Kolkata, West Bengal for any actions, suits or proceedings arising out of a relating to this Agreement and the transactions contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that service of any process, summons, notice 'or document by registered mail or tracked courier service to the address set for the above shall be effective service of process for any action, suits or proceeding brought against Receiving Party and its Representatives in any such court.

(c) Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties permitted successors and assigns.

(d) This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.

(e) No terms or provision hereof will be considered waived by either party, and no breach excused by it, unless such waiver or consent is in writing signed an authorized representative of the non-breaching party. No consent to, or waiver of, a breach by a party, whether express or implied, will constituted a consent to, waiver of, or excuse of any other, different, or subsequent breach.

(f) If any part of this Agreement is found invalid or unenforceable, that par will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.

(g) This Agreement constituted the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, in the instant subject matter.

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year first above written.

Signed, Sealed and delivered by :

Shri.....representing

WBSEDCL in presence of :

Witness:

1)

Authorized signature with
designation and seal

Signed, Sealed and delivered by :

Shri.....representing

M/S..... in presence of :

Witness:

1)

Authorized signature with
designation and seal