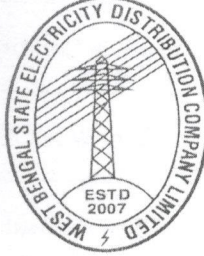


West Bengal State Electricity Distribution Company Limited
(A Government of West Bengal Enterprise)
(IT & Communication Cell)
Vidyut Bhavan, 3rd Floor, C&D Block, Bidhan Nagar, Block-DJ, Sec-II, Kolkata-700091
Website: www.wbsedcl.in, e-mail: itcell@wbsedcl.in
CIN: U40109WB2007SGC113473

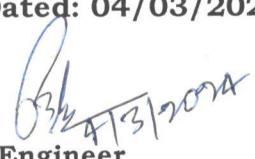


WBSEDCL
TENDER NOTICE
(LOCAL COMPETITIVE BIDDING)
BID DOCUMENT

**PULL SMS, Missed Call and WhatsApp based Chatbot Service
in WBSEDCL**

Estimated Project Cost: INR 1.61/- Crore (in words INR One Crore and Sixty-One Lakh Only) (excluding GST)

Tender Notice No: WBSEDCL/ IT&C/38.00/2556 Dated: 04/03/2024


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 service from reputed service providers for PULL SMS, Missed Call and WhatsApp based Chatbot services. Various requests shall be received from different users through Missed Call or Pull SMS or WhatsApp Platforms and processed from application packages running in WBSEDCL. WBSEDCL invites e-tender from intending vendors for effective and efficient implementation of PULL SMS, Missed Call and WhatsApp based Chatbot solution.

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 PULL SMS, Missed Call and WhatsApp based Chatbot Service in WBSEDCL service in WBSEDCL.

IB.2.2. Intending bidders willing 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, Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, and/or Limited liability partnership Act, 2008 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. If the undertaking submitted by bidder is found to be false during contract period, then the order issued to bidder shall be terminated and performance bank guarantee 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 direct-indirect costs associated with preparation and submission of bid. WBSEDCL, in no case, shall be responsible or liable for these costs, regardless of the conduct or outcome of the 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 not allowed.

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 before last date of bid submission.

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 disqualify the parties. Repeated occurrence of such instances by bidders may be viewed seriously and penal measures, as deemed fit, will be imposed on such bidders.

IB.6. Key Dates: Schedule of Dates for the tendering process are as follows:

Sl No.	Action	Date & Time
1.	Publishing Date	07/03/2024 at 15:00 Hrs.
2.	Document Download start date	07/03/2024 at 15:00 Hrs.
3.	Last date of Receiving Pre-Bid Query	14/03/2024 at 16:00 Hrs.
4.	Pre-bid Meeting	18/03/2024 at 12:00 Hrs.
5	Bid submission Start date	20/03/2024 at 15:00 Hrs.
6.	Bid submission last date	01/04/2024 at 12:00 Hrs.
7.	Last date of physical submission of EMD (BG)	01/04/2024 at 12:00 Hrs.
8.	Technical Bid opening date	03/04/2024 at 15:00 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:

Pre-bid Meeting shall be held at 3rd Floor(D-Block), IT&C Cell, Conference Room, Vidyut Bhawan, Kolkata-700091 as per schedule mentioned in IB.6. Key Dates. If there be any discrepancy or obscurity in 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 wbidders.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://wbidders.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://wbidders.gov.in>).

IB.11. Language of the Bid: Bid prepared, all correspondences and documents relating to the bid exchanged by bidder and WBSEDCL 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://wbidders.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, like, 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 4,03,640/- (Rupees Four Lakh Three Thousand Six Hundred and Forty 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 WBSEDCL on the above Bid Guarantee.
- 4.** The Bid Guarantee shall 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 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 Bank Guarantee (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 WBSEDCL** 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 WBSEDCL.
- 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
Bank: Punjab National Bank
Branch: Mayukh Bhawan (North 24 Parganas) WB-700091
A/C No: 1096202100000241
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 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 stand 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 be made mandatorily 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 **register at WBSEDCL Vendor Corner at www.wbsedcl.in, if not registered 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. Digitally signed copy may also be accepted.

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. Digitally signed copy may also be accepted.

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 & Non-Disclosure Agreement (NDA) 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. Bidders shall submit one self-declaration as per format in Annexure-VI regarding valid service agreement with NSP.
- 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 SMS Services in India.
- IB.12.2.16.** The bidder should be a Registered Business Partner of Facebook (WhatsApp) for providing WhatsApp messaging services in India, as listed in the "Partner Directory" of Facebook. Bidder must be enrolled in Badged Partner Tier of Meta/Facebook for providing solutions for WhatsApp Platforms and authorized to serve in India. Alongside, snapshot from URL of Meta/Facebook Partner Directory displaying name and logo shall also be submitted.
- IB.12.2.17.** Copy of Balance Sheet and Profit & Loss Statement duly certified by Chartered Accountant for Fiscal Year 2022-23, 2021-22 and 2020-21.
- IB.12.2.18.** Copy of turn-over certificate issued by Chartered Accountant for Fiscal Year 2022-23, 2021-22 and 2020-21. Average annual turnover for in each of the above fiscal years must be at least INR 2 (two) Crore.
- IB.12.2.19.** Copy of Net Worth certificate issued by Chartered Accountant for Fiscal Year 2022-23, 2021-22 and 2020-21. Net-Worth must be positive for Fiscal Years 2022-23, 2021-22 and 2020-21.

IB.12.2.20. Copy of Liquid Asset certificate issued by Chartered Accountant for Fiscal Year 2022-23, 2021-22 and 2020-21. Liquid Asset must be more than INR 40.36 Lakh (INR Forty Lakh and Thirty-six Thousand Only) for Fiscal Years 2022-23, 2021-22 and 2020-21.

IB.12.2.21. Copy of Income Tax Return for Fiscal Year 2022-23, 2021-22 and 2020-21.

IB.12.2.22. Work Experience:

i. Bidder must have implemented at least 3 (three) Nos of WhatsApp based Chatbot solution in Government/PSU/BFSI Sector within financial year 2022-23, 2021-22 and 2020-21.

ii. Working experience with having a minimum order value of **INR 50 Lakh** (Rupees Fifty Lakh only) in one single order specifically WhatsApp based Chatbot services within financial year 2022-23, 2021-22 and 2020-21 or combined minimum order value of **INR 75 Lakh** (Rupees Seventy-Five Lakh only) in maximum 3 (three) orders within financial year 2022-23, 2021-22 and 2020-21.

iii. Working experience with having a minimum order value of **INR 5 Lakh** (Rupees Five Lakh only) in one single order specifically for Missed Call and PULL SMS services in Government/PSU/BFSI Sector within 2022-23, 2021-22 and 2020-21 financial years.

iv. Supporting Documentation:

- Scanned copy of original GST Invoice(s) must be submitted with the bid for verification of quantity as a supporting document for preceding clauses. Masking may be allowed for non-relevant portion of the invoice.
- Documental evidence (copy of Work Order/Completion Certificate from Client/Purchase Order/Supporting Invoice) to the satisfaction of WBSEDCL along with Verified WhatsApp Number for each of the implementations shall be shared.
- **A certificate from order issuing authority 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 WBSEDCL.**

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

IB.12.2.23. Bidder must have a valid ISO 27001:2013 for Information Security Management and ISO 9001:2015 for Quality Management as on bid submission date.

IB.12.2.24. Technical API documentation manual shall be submitted.

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 be rejected.

IB.14. Late Submission of Bid: Bidder shall take all possible measures to submit bid within 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 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.16.3. 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: Estimated quantity for WhatsApp based Chatbot Solution, Missed Call and PULL SMS has been given below. If contract period is extended as per clause GTC 3, then same methodology will be applicable for the extended period along with all other terms and conditions.

Sl. No.	Service	Item	Quantity
1	WhatsApp	One Time Set up Cost of WhatsApp A/c for WBSEDCL including procurement of VMN for WBSEDCL, approval from M/s Facebook, configuration of templates provided by WBSEDCL and integration of WhatsApp Solution with applications (CRM, ISU and ERP) running in WBSEDCL	1
2		Cost for development, configuration and implementation of Chat Bot functionality on WhatsApp Platform	1
3		Monthly fixed charge (for maintenance and customization of WhatsApp Platform and Chatbot including configuration of templates on WhatsApp Platform and VMN Recurring Charges)	24
4		WhatsApp Messages Utility conversations (Business-initiated conversations relating to a transaction, including post-purchase notifications and recurring billing statements to customers who have opted in)	20000000
5		WhatsApp Messages Service conversations (Any user-initiated conversation)	20000000
6	PULL SMS and Missed Call Alert Service	Per Unit Rate for PULL SMS Service	26640000
7		Per Unit Rate for Missed Call Alert Service	3360000
8		One time set up cost for Pull SMS and Missed Call Alert Service VMN	2
9		Monthly Rental Charges for Pull SMS and Missed Call Alert Platform	48

- IB.18.1.** In case, quoted rate of bidders are equal then priority for deciding L1 and subsequent bidder will be governed by turnover of the company for financial year 2022-2023.
- IB.18.2.** Contract period extension will be governed as per clause GTC 3, and variation during execution as per clause IB.19.

IB.19. Variation during execution:

- IB.19.1.** Quantity of contract, as incorporated in this tender is provisional, which may vary up to +/-30% of the ordered quantity during course of execution of the contract or as per actual requirement. 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 be bounded to provide service at existing rates for at least next three (3) months even after exhaustion of variation limit on upward scale within contract period. 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 quantity 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.

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. Issue 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: Successful bidder should 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 compliance will be liable for cancellation of order and forfeiture of bid guarantee submitted by the bidder.

IB.26. Execution of Contract Agreement: Contract Agreement, as per Annexure-X, on non-judicial stamp paper worth INR 100 shall be executed within 30 (thirty) working days from the date of issuance of LoA.

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 exclusively be 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. Delivery Schedule: Development, deployment and testing of all the deliverables shall be made within 15 days from the date of issue/acceptance of LOA. However, WBSEDCL may relax this period based upon actual scenario witnessed during the time of implementation.

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 co-ordinate the requirements and 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.
- 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/Meta 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 Labor (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.** Contract will remain valid for a period of 2 (two) years from the date of issuance of the LOA or Go-Live of the project, as decided by LoA issuing authority.
- GTC.3.2.** Contract period may be extended by a period of up to 1(one) year with prevailing rate, terms and conditions after expiry of two-year contract period in case performance of the vendor is certified as satisfactory by controlling officer. Successful bidder shall submit a written declaration along with acceptance of LOA for providing another one-year service to WBSEDCL after completion of two-year service with prevailing rate and same terms and conditions.

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.** Here it must be noted that VMN (s) (or any code(s)) procured or handed over to successful bidder for implementation of WhatsApp, Missed Call and PULL SMS services will be property of WBSEDCL.
- GTC.4.3.** In case of expiry or termination of contract due to any reason, the bidder shall surrender the VMN (s) (or code(s)) to WBSEDCL or its authorized vendor. The bidder shall also provide necessary support and required documentation (like NOC, etc.) during transfer/surrender of VMN (s) (or code(s)) to WBSEDCL or its authorized vendor, if such situation arises in future. Performance Guarantee will be liable to encashment and forfeiture in case the successful bidder doesn't adhere to this point.

GTC.4.4. 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.Pricing:

GTC.5.1. Incomplete or partial quotation will not be accepted and will be liable to be rejected.

GTC.5.2. Quoted unit rates for Missed Call and PULL SMS Service will remain firm throughout the contract period.

GTC.5.3. For pricing related to WhatsApp following points may be noted:

GTC.5.3.1. Fixed charges in BoQ, as mentioned in Annexure-III, (like, monthly rentals, set-up costs, development-configuration-implementation costs) shall remain firm throughout the contract period.

GTC.5.3.2. However, taking into consideration that rate for WhatsApp Messages (both Utility and Service Conversations) are derived from Meta Rate Card and Meta has changed these prices frequently after launch, it is evident that these charges may vary based upon rate published by Meta during the contract tenure.

GTC.5.3.3. As per revision of prices by WhatsApp (Meta) on 01st June, 2023, unit rate for WhatsApp Utility and Service Conversations stands at INR 0.3082 and INR 0.2906 respectively for India.

GTC.5.3.4. Any downward or upward revision during the tenure of contract shall be passed on to WBSEDCL. Discount rate for revision of prices for these 2 (two) items will be derived based upon prices quoted in BoQ for these 2 (two) items and prices published by Meta.

For example, if $P_{BoQ(initial)}$ is per unit price quoted in BoQ for above 2 (two) items by the bidder and $P_{Meta(initial)}$ is per unit price published by Meta for India in INR as on NIT publication date, then, Discount Rate (DR) shall be calculated as follows:

$$DR = P_{BoQ(initial)} / P_{Meta(initial)}$$

Now, say, Meta revises per unit price for India in INR during the contract tenure and new per unit price published by Meta is $P_{Meta(new)}$. Then, new or revised per unit price, say $P_{revised}$, as applicable from date of revision will be calculated as follows:

$$P_{revised} = DR * P_{Meta(new)}$$

GTC.5.3.5. Invoiced quantity for above 2 (two) items, shall be based upon reports (or figures) directly provided by Meta/Facebook/WhatsApp. Documental evidence for confirmation of invoiced quantity (like original invoice raised by Meta to business partner, report available in Meta website, etc.) to the satisfaction of WBSEDCL shall be provided with the invoices for disbursement of payment.

GTC.5.3.6. If WhatsApp messaging category (Utility/Service) is redefined by Meta during the contract period, then, rates for category as found appropriate for communication templates used by WBSEDCL, shall be applied and accordingly revised rates shall be derived based upon Discount Rate (DR) calculated above. Decision of WBSEDCL shall be binding in this regard.

GTC.5.3.7. Any change in pricing published by Meta/Facebook/WhatsApp that may affect pricing of WhatsApp messaging items in this tender shall be brought to notice of WBSEDCL at the earliest.

GTC.5.3.8. New rates published by Meta shall be applicable only for upcoming invoices. Any arrear payment due to revision for settled invoices shall not be considered.

GTC.5.4. GST will be paid as applicable. **WBSEDCL, on its part, will not bear any other charge apart from GST or its substitute as and when declared by law statutes.**

GTC.5.5. Price evaluation will be made on total price as mentioned in the Annexure-III.

GTC.5.6. In LOA, rate per 100 WhatsApp/SMS/Missed Call will be considered and accordingly quantity 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:

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 the BG are as follows:

Beneficiary Name: West Bengal State Electricity Distribution Company Limited
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 45 (forty-five) 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.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 the BG are as follows:

Beneficiary Name: West Bengal State Electricity Distribution Company Limited
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 45 (forty-five) 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.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 raise invoices in accordance to GTC.5 Pricing.

GTC.10.3. Payment will be made quarterly based on actual no. of requests (Missed Call/PULL SMS/WhatsApp Messages) served by vendor successfully. Fixed charges (both one time and monthly) shall be paid as per agreed rate in BoQ.

GTC.10.4. The quarterly bills should be submitted to the office of the CE, IT&C Cell in triplicate.

GTC.10.5. 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 service units consumed for the quarter under consideration.

GTC.10.6. For full and final settlement, the bidder needs to submit a declaration that all the data log generated i.r.o WBSEDCL during the tenure of the contract will be deleted within six months of expiry/termination of the contract. An undertaking letter addressing to CE (IT&C) on company's letterhead duly signed by the Project Manager or a similar authority shall be submitted to WBSEDCL after deletion of all the data logs.

GTC.11. Liquidated Damage (LD):

GTC.11.1. If any of the three services, i.e., WhatsApp based Chatbot or PULL SMS or Missed Call is hampered by one calendar day due to any defect arising in the associated infrastructure of the vendor wherein WBSEDCL is in no way responsible, average cost of per day for that quarter will be deducted subject to a maximum of 2.5% of total payable for that quarter, as LD for each calendar day. For example,

D=Number of days for a quarter.

A= Invoice amount excluding tax for that quarter.

PD=Per day average cost=A/D.

N=Number of calendar day for which LD applicable.

LD=PD*N or 2.5% of A whichever is lower.

GTC.11.2. If there is a delay of more than 15 days in deployment of any change request submitted by WBSEDCL, then also, average cost of per day for that quarter will be deducted for each delayed day subject to a maximum of 2.5% of total payable for that quarter, as LD for each calendar day.

GTC.12. WBSEDCL Personnel:

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

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

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

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

Section: 3

Scope of Work (SW) for Missed Call and PULL SMS Services

SW.1. Services Required:

- a) **Pull SMS:** Following Pull SMS services will be deployed:
 - i) Raise No Power Complaints (NP XXXXXXXXXX)
 - ii) Know last bill details (BD XXXXXXXXXX)
 - iii) Register Mobile Number (REG XXXXXXXXXX)
 - iv) Know last 5 Payments (LPMT XXXXXXXXXX)
 - v) NHRS Reporting (BRK XXXXXXXXXX) / (EXPT XXXXXXXXXX) / (REST XXXXXXXXXX)
 - vi) Docket Closure (DONE XXXXXXXX)
 - vii) Any other keyword/template as per business requirement.
- b) Missed Call Service will be deployed only to raise no power complaints.

SW.2. General Requirements:

- a) Presently, Missed Call and PULL SMS Services for WBSEDCL have been deployed on two no's of 10 Digit VMN Code 8422990337 and 8422990336 respectively. Successful bidder shall have to deploy these services preferably on above mentioned VMN's.
- b) Missed Call and PULL SMS services shall be accessible to consumers through all the telecom operators across the state 24*7.
- c) The VMN (or any code) used for accessing Missed Call and Pull SMS Service will be property of WBSEDCL. In case of expiry of contract or termination of the contract due to any reason, the bidder shall have to surrender the VMN (or code) to WBSEDCL.
- d) The bidder shall provide necessary set up and configuration of VMN account for WBSEDCL to capture the messages sent by the consumers.
- e) The bidder shall filter received messages on VMN and only selected templates, mentioned in SW.1.a shall be sent at WBSEDCL end.
- f) Missed Call and PULL SMS service offered to WBSEDCL shall be seamlessly integrated with Application Packages (i.e., CRM and SAP ISU) already running in WBSEDCL. The bidder shall provide necessary support for any such integration. The integration cost, wherever applicable, will be borne by the bidder.
- g) Technical integration between WBSEDCL and the bidder system will be done through JSON based web services.
- h) The PULL SMS application shall be able to retrieve SMSs sent by customers to virtual numbers from all telecom operators across the state.
- i) Type of connectivity between WBSEDCL and Service provider will be Internet.
- j) The bidder shall customize the application as per WBSEDCL requirement from time to time. For example, inclusion of new templates for filtration, adding a new feature/service, etc.

SW.3. Data:

- a) The PULL SMS application offered must have security features to ensure confidentiality of sensitive customer data. Data in no means should be shared to any third party except WBSEDCL.
- b) The bidder shall maintain complete data logs during the total tenure of the contract period. Bidder shall retrieve and provide the required data to WBSEDCL within 12 hours of receiving request from WBSEDCL.
- c) The successful bidder shall submit detailed monthly data log to WBSEDCL.

- d) All data log generated w.r.t WBSEDCL during the contract tenure should be deleted immediately after six months of expiry of the contract. A letter of undertaking addressing to CE (IT&C) on company's letterhead duly signed by the Project Manager or a similar authority shall be submitted to WBSEDCL after deletion of all the data logs. This is a mandatory condition for Full and Final Settlement including release of BG submitted. This will also be applicable during termination of contract by WBSEDCL.

SW.4. Testing and Reports:

- a) The bidder shall have proper test infrastructure with capability of end-to-end testing of all integration with WBSEDCL Applications.
- b) The successful bidder shall demonstrate the Dashboard functionality & Reports format to WBSEDCL before commissioning of Missed Call and PULL SMS services.
- c) The successful bidder shall provide a web portal with proper login credentials from which Dashboard Functionality will be accessed.
- d) The solution shall be capable of generating detailed real time report in Excel/PDF/XML and any other format specified by WBSEDCL.
- e) The successful bidder shall provide daily and monthly reports in the format as asked by WBSEDCL from time to time.

Section: 4
Scope of Work (SW) for WhatsApp & Chabot Services

A.VMN Procurement:

1) Procurement of VMN for implementation of verified WhatsApp Business Profile of WBSEDCL. The VMN should be easily memorable and accessible to consumers through all the telecom Operators across the state 24*7. Preferably, the 10-digit VMN shall be like XXXXX19121.

2) The VMN (or any code) procured for implementation of verified WhatsApp Business Profile of WBSEDCL will be property of WBSEDCL. In case of expiry or termination of contract due to any reason, the bidder shall surrender the VMN to WBSEDCL or its authorized vendor. The bidder shall also provide necessary support and required documentation (like NOC, etc.) during transfer/surrender of VMN to WBSEDCL or its authorized vendor, if situation may arise in future.

B.Verified Business Account of WBSEDCL with M/s Facebook and related Formalities/Documentations:

1) The bidder shall set up Verified WhatsApp Business Profile of WBSEDCL.

2) The bidder shall provide necessary set up and configuration for WhatsApp account for WBSEDCL on the VMN procured to capture and process the messages sent by the consumers.

3) The bidder shall arrange approval from M/s Facebook (WhatsApp) for all the formats (pdf, jpeg, etc.) and templates used for serving consumer requests at no extra cost.

4) The bidder shall arrange approval from Government of India, TRAI, Meta and other stakeholders for all the formats (pdf, jpeg, etc.) and templates used for serving consumer requests as and when required at no extra cost.

5) **Embedded Sign Up:** The bidder must arrange for process of Embedded sign up and enable the same over verified business account of WBSEDCL. It may be noted that every invoice raised by BSP must be accompanied by Meta verified counts from BSP's own Meta Panel.

C.Basic Services:

1) The bidder shall provide WhatsApp API for sending notifications/messages to consumers.

2) WhatsApp API provided shall be capable of sending messages in English and other regional languages. It must be capable of sending multimedia messages (videos, images, gif, pdf documents, etc.)

3) The bidder shall provide the WhatsApp Platform with Interactive buttons like Opt-In, Call Us, Visit Our Website etc. wherein customers of WBSEDCL can directly Opt-In WhatsApp Service, reach out to WBSEDCL Customer Care, Website, etc. just by clicking.

4) The bidder shall provide a web interface through which WBSEDCL personnel can campaign with both multimedia and text messages (videos, images, gif, documents, etc.) within its consumer base. Since WhatsApp functionality may not be available in all the registered mobile numbers of WBSEDCL, there must be an MIS reporting wherein actual count of delivered and undelivered message is available.

5) A conversation window initiated by consumer/user/employee or business (i.e. WBSEDCL) shall be valid for at least 24 hours. Within this window both text and multimedia messages including files and documents can be exchanged between WBSEDCL and user. The bidder shall provide relevant document directly from Meta/Facebook/WhatsApp from which payable message count can be derived clearly.

6) The bidder shall provide a mechanism to check availability of WhatsApp functionality on a set of mobile numbers.

D.Integration of Chatbot with various applications in WBSEDCL:

- 1) The bidder shall develop a Chatbot solution using AI as per standard business requirement of Utility Industry. Primarily, it will be integrated with WhatsApp platform of WBSEDCL.
- 2) The Chatbot shall use Machine Learning and Natural Language Processing (NLP) algorithms to train itself with variety of questions asked by utility consumers.
- 3) The bidder shall help WBSEDCL in developing a comprehensive knowledge base of frequently asked questions on Chatbot platform.
- 4) The Chatbot shall interact with WBSEDCL consumers with some pre-defined set of communication patterns. The set of communication pattern will be decided in discussion with successful bidder. Initially, the facility will be started with some selected services and enhancements will be done on regular basis. No extra cost will be provided for such enhancements.
- 5) The Chatbot shall be capable of auto-answering consumer queries and engage in active conversations with consumers.
- 6) The Chatbot shall be enabled with feature of Session Time Out Counter.
- 7) The Chatbot developed for WBSEDCL shall be Omni-channel Chatbot available for Live Chat on Website, Facebook and WhatsApp.
- 8) The Chatbot shall be capable of providing a mechanism to route the call/session to WBSEDCL toll free number for users so that they can directly communicate with authorized personnel of WBSEDCL in case the user is not satisfied with answers generated by Chatbot. Toll-free details for routing the call/session will be shared with successful bidder.
- 9) WBSEDCL, in near future, may decide to deploy the Chatbot in WBSEDCL Web Portal, Mobile app or other in-house applications. The bidder shall deploy the solution and assist WBSEDCL when directed to do so, at no extra cost.
- 10) Chatbot developed for WBSEDCL shall not be used for any other entity or organization.
- 11) Since WBSEDCL is a utility service provider, count of consumer requests varies depending upon several conditions. Generally, it is estimated that number of requests through WhatsApp based Chatbot service may be in between 20000 to 40000 depending upon prevailing circumstances during different times of year on daily basis. As such, the Chatbot facility provided here shall be capable of handling this volume of concurrent conversation/chat window.
- 12) The Chatbot shall take feedback from consumers at the end of conversation which must be preserved and provide to WBSEDCL as and when requested.
- 13) The bidder shall have to customize the Chatbot from time to time as per requirements of WBSEDCL. No extra charge will be paid by WBSEDCL for such customization during the contract period apart from that agreed in BoQ. As it is a time bound project, the customizations shall be delivered within a mutually agreed timeline. Any delay beyond 15 days from date of request or mutually agreed timeline shall be subject to imposition of deduction of liquidated damages as per GTC. 11. Liquidated Damages.

E.Integration of Chatbot/WhatsApp Solution with Internal Applications of WBSEDCL (ISU/CRM/ERP/NHRS, etc.):

- 1) Oracle based Customer Relationship Management (CRM) system, SAP-ISU/ERP packages and GIS system have been implemented in WBSEDCL for maintaining CRM, Metering/Billing/Collection and information related to GIS system in WBSEDCL.
- 2) WhatsApp and Chatbot services offered to WBSEDCL shall seamlessly integrate with Application Packages (i.e., CRM, SAP-ISU/ERP and GIS) already running in WBSEDCL. The bidder shall provide necessary support for any such integration. No extra cost will be provided for such integration support.
- 3) Chatbot developed shall serve as a medium for transferring consumer requests submitted on WhatsApp platform to WBSEDCL applications and subsequently submitting the response (pdf, jpeg, text, etc.) received from WBSEDCL applications to WhatsApp platform in the 24-hour chat

window initiated by consumers/employees/users of WBSEDCL. WBSEDCL will only provide JSON based Services for such communications. Parameters and other technical details will be shared with the successful bidder. The bidder shall assist WBSEDCL in development of the services at no extra cost.

4) Since there will be a real time interface between WBSEDCL and WhatsApp Service Provider, there will be a connectivity between them without fail. Type of connectivity between WBSEDCL and Service provider will be Internet.

5) WhatsApp platform along with integrated Chatbot facility shall be capable of providing basic value-added services required in utility industry, like,

- i)** New Connection Application Status
- ii)** Load Enhancement Application Status
- iii)** New Connection Quotation Details & PDF
- iv)** Load Enhancement Quotation Details & PDF
- v)** Disconnection Notice PDF Format
- vi)** Payment Receipt PDF Format
- vii)** Pre-Paid Voucher Receipt PDF Format
- viii)** Bill Details & PDF
- ix)** Complaint / Docket Management
- x)** Giving GIS information to intending consumers
- xi)** Broadcasting message on behalf of WBSEDCL to registered consumers having WhatsApp. Necessary approvals and formalities from TRAI/WhatsApp shall be arranged by bidder.
- xii)** Other value-added services related to electricity utility like request for bill generation/regeneration, online meter reading verification, etc.

6) The successful bidder shall have to assist WBSEDCL team in developing the services that will be used for providing data to Chatbot platform based on the type of request received.

F. Storage and Infrastructure:

1) The bidder shall provide the entire infrastructure for hosting Chatbot application and data storage related to this project. WBSEDCL will not provide any infrastructure for this project.

2) The bidder shall mandatorily disclose the infrastructure which is being utilized for hosting this project. In case Cloud Services are utilized, the bidder shall ensure and confirm in writing that the Cloud Service Provider is empaneled with Ministry of Electronics and Information Technology (MEITY), Government of India. The bidder shall submit a valid Empanelment certificate of the Cloud Service Provider.

3) WBSEDCL will only develop and maintain internal JSON based services required for extracting information from its application packages like CRM, SAP-ISU, SAP-ERP, etc.

4) The bidder shall customize the application as per WBSEDCL requirement from time to time.

G.Data:

1) The WhatsApp application offered must have security features to ensure confidentiality of sensitive customer data. Data in no means should be shared to any third party except WBSEDCL.

2) The successful bidder shall adhere to data privacy and data security laws framed by Government of India from time to time. Any leakage of data will be viewed seriously and penal measures may be taken in case of any leakage of data.

3) The bidder shall follow cyber security guidelines and laws framed by Government of India from time to time.

4) The bidder shall maintain complete data logs during the total tenure of the contract period. Bidder shall retrieve and provide the required data to WBSEDCL within 12 hours of receiving request from WBSEDCL.

5) The bidder shall submit detailed monthly data log through medium decided by WBSEDCL.

6) Logs related to consumer profile generated during the project shall be handed over to WBSEDCL on completion of project.

7) The bidder shall follow standard laws framed by Government of India for data preservation in India.

H. Testing & Reports:

1) The bidder shall provide proper test infrastructure with capability of end-to-end testing of all integration with WBSEDCL Applications.

2) **Payment for WhatsApp Messages will be made based upon figures received directly from Meta/Facebook/WhatsApp. The bidder shall provide documental evidence to the satisfaction of WBSEDCL.**

3) The bidder shall demonstrate the dashboard functionality & report format to WBSEDCL before commissioning of WhatsApp services. Here, it must be noted that test infrastructure shall also be provided to WBSEDCL before Go-Live of any customization during the contract period.

4) The bidder shall provide a web portal with proper login credentials from which dashboard functionality will be accessed.

5) The solution should be capable of generating detailed real time report in Excel/PDF/XML or any other format specified by WBSEDCL.

6) The bidder shall provide daily and monthly reports for the logs for analysis by WBSEDCL authority.

7) Format of report shall be finalized after discussion with successful bidder.

8) A testing environment exclusively shall be maintained for WBSEDCL throughout the tenure of the contract.

I. Document Deliverables and Training:

1) The bidder shall provide Knowledge Transfer (KT Sessions) regarding development of Chatbot Solution to WBSEDCL Team.

2) The bidder shall share following documents with WBSEDCL:

- a. Detailed API Specification of WhatsApp Business API.
- b. Functional Specification and Technical Specification of Chatbot developed.
- c. Detailed user manual for end-to-end process covering all possible scenarios.

3) Above mentioned documents shall be versioned each time a change is deployed as per request of WBSEDCL or upgradation of the solution.

4) The bidder shall have a valid ISO 27001 certification throughout the tenure of the project. Updated ISO 27001:2013 and ISO 9001:2015 certificates issued by audit agencies shall be submitted to WBSEDCL.

J. Flow Diagram of Chatbot: One sample flow diagram has been created for model chatbot. Same has been attached in Annexure-XII. However, actual modality and flow shall be decided in a separate discussion with successful vendor. Modifications shall be deployed as per the scope of work in this NIT.


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 & Non-Disclosure Agreement
- 10.** Annexure-X : Contract Agreement
- 11.** Annexure-XI : Format of Certificate to be provided by client which has been referred in IB.12.2.22 in NIT
- 12.** Annexure-XII : Sample Flow Diagram of Chatbot. (Note- This is for reference. Actual flow shall be decided in one-to-one discussion with successful bidder)

ANNEXURE-I
West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /38.00 /2556 Dated 04-03-2024
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 PULL SMS, Missed Call and WhatsApp based Chatbot 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-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 45 (forty-five) 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.....2024

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 /2556 Dated 04-03-2024

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	Name of the Person (Single Point of Contact)		
2	Email Id		
3	Mobile No		
4	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 WBSEDCL as per Annexure IX		
8	Certificate (s) from Order Issuing Authority in line with Annexure XI		

Legal Details of the Company			
Sl No	Document Name	Reference Number	Page No in technical Proposal
1	Corporate Identification Number (CIN)		
2	PAN		
3	GST Registration No		
4	Telemarketer Registration Certificate		
5	Documental Evidence for being Registered Business Partner of Facebook (WhatsApp)		

Financial Statements - Balance Sheet			
Sl. No	Fiscal Year	Net Worth (in Lakh INR)	Page No in technical Proposal
1	2022-23		

2	2021-22		
3	2020-21		

Financial Statements - Profit & Loss Statement			
Sl. No	Fiscal Year	Turn Over/Profit Before Tax (in Lakh INR)	Page No in technical Proposal
1	2022-23		
2	2021-22		
3	2020-21		

CA Certificate for Net Worth			
Sl. No	Fiscal Year	Net Worth (in Lakh INR)	Page No in technical Proposal
1	2022-23		
2	2021-22		
3	2020-21		

CA Certificate for Liquid Asset			
Sl. No	Fiscal Year	Liquid Asset (in Lakh INR)	Page No in technical Proposal
1	2022-23		
2	2021-22		
3	2020-21		

Income Tax Return			
Sl. No	Fiscal Year / Assessment Year	Submission Status (Yes/No)	Page No in technical Proposal
1	2022-23/2023-24		
2	2021-22/2022-23		
3	2020-21/2021-22		

Bidder must have implemented at least 3 (three) Nos of WhatsApp based Chatbot solution in Government/PSU/BFSI Sector within financial year 2022-23, 2021-22 and 2020-21						
Sl No	Name of Client for which Verified WhatsApp based Chatbot solution has been implemented	Sector (Government/PSU/BFSI)	WhatsApp VMN	Financial Year	Documental Proof (Work Order, PO)	Page No in technical Proposal
1						
2						
3						

Working experience with having a minimum order value of INR 50 Lakh (Rupees Fifty Lakh only) in one single order specifically WhatsApp based Chatbot services within financial year 2022-23, 2021-22 and 2020-21 or combined minimum order value of INR 75 Lakh (Rupees Seventy-Five Lakh only) in maximum 3 (three) orders within financial year 2022-23, 2021-22 and 2020-21						
Sl No	Name of Client for which Verified WhatsApp based Chatbot solution has been implemented	WhatsApp VMN	Financial Year	Documental Proof (Work Order, PO)	Order Value (in INR)	Page No in technical Proposal
1						
2						
3						

Working experience with having a minimum order value of INR 5 Lakh (Rupees Five Lakh only) in one single order specifically for Missed Call and PULL SMS services in Government/PSU/BFSI Sector within 2022-23, 2021-22 and 2020-21 financial years						
Sl No	Name of Client for which Missed Call and PULL SMS solution has been implemented	Missed Call/PULL SMS VMN or Short Code	Financial Year	Documental Proof (Work Order, PO)	Order Value (in INR)	Page No in technical Proposal
1						

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	ISO 9001:2015 for Quality Management				
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.....2024

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 /2556 Dated 04-03-2024
BOQ Format

A		B		D	E	H	M	S	BA	BC
<div style="display: flex; justify-content: space-around;"> <div>Validate</div> <div>Print</div> <div>Help</div> </div>		Item Rate BoQ								
Tender Inviting Authority: Chief Engineer, IT AND C Cell, WBSEDCL				ANNEXURE-III						
Name of Work: PULL SMS, Missed Call and WhatsApp based Chatbot Service in WBSEDCL										
Contract No: Tender Notice No: WBSEDCL/ IT AND C /38.00/2556 Dated 04/03/2024										
Bidder Name										
PRICE SCHEDULE										
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)										
NUMBER	TEXT	NUMBER	TEXT	TEXT	NUMBER	TEXT	NUMBER	TEXT	NUMBER	TEXT
Sl. No.	Item Description	Quantity	Unit	Rate for Serial No 1.4 and 1.5 as on 01st June, 2023	BASIC RATE per year In Figures To be entered by the Bidder Rr. P	Multiplication Factor(MF) based on Rate for Serial No 1.4 and 1.5 as on 01st June, 2023	TOTAL AMOUNT for 02 years considering GST@18%	TOTAL AMOUNT In Words		
1	2	4	5	8	13	19	53	55		
1	WhatsApp									
1.1	One Time Set up Cost of Whatsapp A/c for WBSEDCL including procurement of VMN for WBSEDCL, approval from M/s Facebook, configuration of templates provided by WBSEDCL and integration of Whatsapp Solution with applications (CRM, ISU and ERP) running in WBSEDCL	1	Nos				0.00	INR Zero Only		
1.2	Cost for development, configuration and implementation of Chat Bot functionality on Whatsapp Platform	1	Nos				0.00	INR Zero Only		
1.3	Monthly fixed charge (for maintenance and customization of Whatsapp Platform and Chatbot including configuration of templates on Whatsapp Platform and VMN Recurring Charges)	24	Nos				0.00	INR Zero Only		
1.4	WhatsApp Messages Utility conversations (Business-initiated conversations relating to a transaction, including post-purchase notifications and recurring billing statements to customers who have opted in)	20000000	Nos	0.308		0.00	0.00	INR Zero Only		
1.5	WhatsApp Messages Service conversations (Any user-initiated conversation)	20000000	Nos	0.291		0.00	0.00	INR Zero Only		
2	PULL SMS and Missed Call Alert Service									
2.1	Per Unit Rate for PULL SMS Service	26640000	Nos				0.00	INR Zero Only		
2.2	Per Unit Rate for Missed Call Alert Service	3360000	Nos				0.00	INR Zero Only		
2.3	One time set up cost for Pull SMS and Missed Call Alert Service VMN	2	Nos				0.00	INR Zero Only		
2.4	Monthly Rental Charges for Pull SMS and Missed Call Alert Platform	48	Nos				0.00	INR Zero Only		
Total in Figures							0.00	INR Zero Only		
Quoted Rate in Words							INR Zero Only			

NOT TO BE QUOTED HERE

ANNEXURE-IV
West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /38.00 /2556 Dated 04-03-2024
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 /2556 Dated 04-03-2024
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 /2556 Dated 04-03-2024
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 PULL SMS, Missed Call and WhatsApp based Chatbot
Service in WBSEDCL 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 processing SMS/Missed Call Requests and guidelines of Meta/Facebook for providing WhatsApp based Chatbot Solution. 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. Telemarketer registration Id of M/s (Name of the bidder) is XXXXXXXXXXXXXXXX. M/s ----- (Name of the bidder) is having an agreement for SMS Services with following Network Service Providers.
 - a. M/s -----(Name of Telecom/Network Service Provider) having validity up to DD.MM.YYYY.
 - b. M/s -----(Name of Telecom/Network Service Provider) having validity up to DD.MM.YYYY.
 - c. M/s -----(Name of Telecom/Network Service Provider) having validity up to DD.MM.YYYY.
4. M/s ----- (Name of the bidder) shall arrange reports from WhatsApp/Meta for validation purposes. Alongside, any reporting requirement during the tenure of contract shall be served to WBSEDCL as and when required. Embedded signup feature for verified

business account of WBSEDCL shall be enabled by -----(Name of the bidder).

5. M/s ----- (Name of the bidder) has a valid ISO 27001:2013 for Information Security Management and ISO 9001:2015 for Quality 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. M/s ----- has not filed for Bankruptcy in any country.
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.....2024

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 /2556 Dated 04-03-2024
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.....2024

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: WBSEDCL/ IT & C /38.00 /2556 Dated 04-03-2024
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 2024.....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 /2556 Dated 04-03-2024****Agreement for Third Party Access Security Policy of WBSEDCL & Non-Disclosure Agreement (NDA)**

Organization Name & Address:	Date:
First Name Middle Name Last Name	Department:
Designation:	

Third Party Access Security Policy

- User shall access only the appropriate physical area of the premises and appropriate information resource.
- Users shall not access any information resources of WBSEDCL, without prior authorization of the concerned officials of WBSEDCL.
- User shall not carry any Personal storage media like USB, Hard drives, Mobile phones, DVD/CDs into secured zones like Data Centre, Disaster Recovery Centre, SCADA Centers, 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-X
West Bengal State Electricity Distribution Company Limited
Tender Notice No: WBSEDCL/ IT & C /38.00 /2556 Dated 04-03-2024

Contract Agreement

This agreement is made at KOLKATA on this _____ day of,(Month) 2024 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 PULL SMS, Missed Call and WhatsApp based Chatbot Service in WBSEDCL Service in WBSEDCL via NIT No WBSEDCL/ IT & C /38.00 /2556 Dated 04-03-2024
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 PULL SMS, Missed Call and WhatsApp based Chatbot Service in WBSEDCL 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), 2024 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 /2556 Dated 04-03-2024
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 WhatsApp Based Chatbot /Missed Call /PULL 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).

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 /2556 Dated 04-03-2024 Sample Flow Diagram of Chatbot.

(Note- This is for reference. Actual flow shall be decided in one-to-one discussion with successful bidder)

