

West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

(I T & Communication Cell)

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

Phone No.033-2358-9665, FAX No.033-2337-2427, 033-2358-9244

Website: www.wbsedcl.in, e-mail: itcell@wbsedcl.in

CIN: U40109WB2007SGC113473



WBSedcl
e-TENDER NOTICE

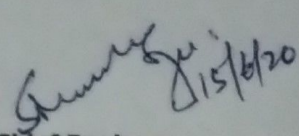
BID DOCUMENT

**Internet Lease Line connection 100 Mbps (1:1) for Data
Centre of WBSedcl located at street no 41, Action Area 1,
Rajarhat, Newtown, Behind DLF-1 Kolkata- 156**

Cost of Bid-Documents: ₹6000 + GST

Tender Notice No: WBSedcl/ IT&C/ 3.12 /2802

Dated:15/06/2020


Chief Engineer,
IT & Comm. Cell
WBSedcl

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SECTION: I

INSTRUCTION TO BIDDER (IB)

IB.1. West Bengal State Electricity Distribution Company Limited herein after referred to as WBSEDCL invites e-tenders for implementation of Internet Lease Line connection two numbers of 100 Mbps (1:1) for Central Data Centre of WBSEDCL by two different Vendors as per detail "Scope of Work" and other terms and conditions furnished in the different clauses of the bid document.

Tender is invited by the Chief Engineer, IT&C Cell, 3rd Floor, 'D'-Block, Vidyut Bhavan, Bidhannagar, Block-DJ, Sector-II, Kolkata 700091 through electronic tendering (e-tendering).

Intending Bidders desirous of participating in the tender are to log on to the website <http://wbtenders.gov.in> for the tender. The tender can be searched by typing WBSEDCL in the search box of the website. The Bidders intend to enroll shall have to deposit ₹ 6000 /- (Rupees six thousand only) as tender fee plus GST as applicable.

IB.2. Eligibility of Bidders:

Following are the credentials for eligibility of Bidders:

IB.2.1. The Bidder should be a Class A ISP license holder issued by Government of India and the bidder should have acquired valid NLD and ISP License from DOT and has established Fiber/wireless network across India and operational from last 5 years.

IB.2.2. The bidder should not have been blacklisted from any Govt. organization across India in last three calendar years and undertaking in this regard shall be provided by the authorized signatory of the bidder. During contract period if the undertaking submitted by the vendor is found to be false, the order issued on vendor shall be terminated with the forfeiture of the BG.

IB.2.3. Annual Turn Over for each of last three financial years i.e. 2016-17, 2017-18, 2018-19 must be at least 10 Crore.

IB.2.4. The bidder shall have its own at least two International Internet Gateways & Cable Landing Stations (CLS). The gateways shall be peered with international peering points through different OFC in two different directions and the bidder should have direct peering with various national/International service providers and mobile operators (isp) in India.

IB.2.5. Must have capability to maintain installed System efficiently. The Bidder must have Phone Number for service support where user shall log complaints. Must have service center at Kolkata.

IB.3. Responsibility of Bidders:

IB.3.1. It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work.

IB.3.2. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments to the contract, once awarded under these

documents will not be entertained by WBSEDCL. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by WBSEDCL, which are based on the lack of such clear information of its effect.

IB.3.3. The bid shall include all the information as per bid document.

IB.3.4. The bidder shall bear all the costs associated with the preparation and submission of bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

IB.4. Conflict of Interest:

IB.4.1. The Bidder shall not have a Conflict of Interest that may affect the Tendering Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bid Security of the bidder shall be forfeited for the time; cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

IB.4.2. Any Bidder found to have a conflict of Interest if his near relative is posted as an employee/officer in any capacity in WBSEDCL, who is associated with the Tender Inviting Authority.

IB.4.3. Any Bidder found to have a Conflict of Interest if any employee of the bidding firm/company has or develops a financial or other interest with any employee/officer of WBSEDCL associated with the Tender Inviting Authority during execution of the contract.

IB.4.4. Any Bidder has a relationship with another Bidder/Bidders, directly or through common third parties, that puts them in a position to have access to each-others information about, or to influence the Tendering Process of either or each of the Bidder.

IB.5. Formation of cartel & penal Measures:

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

IB.6. Key Dates:

Schedule of Dates for e-Tendering:

	Activity	Date & Time
1	Publishing Date	30.06.2020
2	Document Download start date	30.06.2020 at 14.00 Hrs.
3	Date of Pre-bid Discussion via video conference with bidder's representative. Link will be sent via email only those who have raised query.	15.07.2020 from 14.00 Hrs.
4	Bid submission start date	22.07.2020 at 14.00 Hrs.
5	Last date of physical submission of Tender Fee and EMD	04.08.2020 at 16.00 Hrs.
6	Bid submission end date	04.08 .2020 till 16.00 Hrs.
7	Technical Bid opening date	07.08.2020 at 14.00 Hrs.
8	Financial Bid opening date	The date & time will be intimated after evaluation of Technical Proposal

- 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:**
- IB.8.1.** Pre bid discussion will be held at WBSEDCL as per schedule indicated in "**Key Dates Clause**" above to clarify the queries, if any, from the vendors in respect of tender. Selected vendors who shall purchase the Bid may participate (maximum two persons) in the said meeting for any such clarification.
- IB.8.2.** Non-attendance at the pre bid discussion will not be a cause for disqualification of the bidders.
- IB.9. Clarification of Bidding Documents:** If there be any discrepancy or obscurity in the meaning of any clause of the bid document, such queries must be sent to the Chief Engineer, IT & Communication Cell, in written form three days prior to the date of Pre-bid discussion. Such query received from vendors prior to pre bid discussion shall only be discussed in the pre bid discussion. No other query except the written submitted ones will be clarified during pre-bid discussion.
- IB.10. Amendment / Addenda of Bidding Documents:** At any time, prior to the deadline of submission of Bid, WBSEDCL may, for any reason, modify the Bidding Documents by issuing Addenda / Amendments and the same will be uploaded in the website (<http://wbtenders.gov.in>) only in due time. WBSEDCL shall not have any obligation to inform the vendor through any other mode of communication.
- IB.11. Language of the Bid:** All correspondences and documents relating to the bid, exchanged by the bidder and WBSEDCL, shall be in English Language only.
- IB.12. Period of validity of Bid:** The bid shall remain valid for acceptance up to 180 (One hundred eighty) days from the date of opening of tender. WBSEDCL may request to extend Validity of the bid beyond 180 (One hundred eighty) days if required so, without any change in offer.
- IB.13. Earnest money [Bid Guarantee]:**
- IB.13.1.** All bids must be accompanied with a refundable earnest money, as "Bid Guarantee". The bid shall be considered non responsive if the earnest money is not submitted along with the bid.
- IB.13.2.** Scanned copy of Demand Draft (DD) / Banker's Cheque (BC) / Bank Guarantee (BG) towards EMD of ₹ 22500 /- (Twenty Two Thousand and Five hundred only) issued by any branch of any Indian Scheduled Bank in favor of West Bengal State Electricity Distribution Company Limited payable at Kolkata.
- IB.13.3.** The Bid Guarantee of the unsuccessful Bidder/ Bidders, will be returned against their written claim after placement of order to the successful Bidder.
- IB.13.4.** The 'Bid Guarantee', of the successful Bidder/ Bidders, will be returned after submission of Performance Guarantee to be submitted as per **Performance Guarantee Clause** of bid document.
- IB.13.5.** No interest shall be payable by WBSEDCL on the above Bid Guarantee.

IB.13.6. The Bid Guarantee shall be forfeited for any of the following reasons:

- IB.13.6.1.** If during the period of bid validity, the bidder withdraws or modifies the bid in part or as a whole.
- IB.13.6.2.** If the successful Bidder/ Bidders fails/fail to accept the order unconditionally **as per "Acceptance of Order" clause** of bid document or fails/fail to furnish the contract performance guarantee as stipulated in PBG **clause** of bid document.
- IB.13.6.3.** If the successful bidder / bidders fails to extend the validity period of EMD as per **"Earnest Money" Clause** of bid document.
- IB.13.6.4.** If any cartel is formed by the tenderer in their quotation.

IB.14. Submission of Bid: Bids shall be submitted as under :

IB.14.1. Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for, in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders - one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in the designated locations of Technical Bid.

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

IB.14.2. Technical Proposal

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

- a)** Scanned copy of Demand Draft (DD)/ Bankers Cheque (BC) towards tender fee as prescribed in NIT
- b)** Scanned copy of Demand Draft (DD)/ Bankers Cheque (BC) /Bank Guarantee (BG) towards EMD as prescribed in NIT
- c)** Under takings ANNEXURE-I) and also original Bid proposal ANNEXURE-II.
- d)** Credentials and documents in support of mandatory conditions as detailed in "Mandatory Condition" clause are to be submitted in details in this respect format enclosed as ANNEXURE-III and ANNEXURE-VI must be filled & submitted.
- e)** Scanned copy of Tender document after signing on all pages along with any Addenda/Corrigendum if published.

IB.14.3. Financial Proposal

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

Bill of Quantities (BOQ)

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

IB.15. Submission of original copies of documents of Tender Fee and Earnest Money Deposit :

IB.15.1. Mode of Payment: Tender Fee must be submitted in the form of Bank Draft (DD) / Bankers Cheque (BC) of any scheduled Bank of India. EMD must be submitted in the form of Bank Draft (DD) / Bankers Cheque (BC) / Bank Guarantee (BG) of any scheduled Bank of India. They will be in favour of WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED payable at Kolkata, Payment in any other form will not be accepted.

IB.15.2. Place of submission: The original copies of the DD/BC/BG, towards Tender Fee and Earnest Money Deposit shall be submitted in the following office within the date and time as specified in the NIT. If the bidder fails to submit the original copies within the due date and time his tender will not be opened and his bid will stand rejected

Office of the Chief Engineer,
IT & C Cell,
West Bengal State Electricity Distribution Company Limited,
Vidyut Bhavan, 3rd Floor, D-Block,
Salt Lake, Sector-2,
Kolkata – 700091.

IB.16. Conditional and incomplete tenders are liable to summary rejection.

IB.17. Opening and evaluation of tender

IB.17.1. Opening of technical proposal:

IB.17.1.1 Technical proposals for those tenderers whose original copies of DD/BC/BG towards tender fee & EMD have been received will only be evaluated.

IB.17.1.2 During evaluation, the Tender Inviting Authority may summon of the bidders and seek clarification/information or additional documents or original hardcopy of any of the documents already submitted and if these cannot be produced within the stipulated time frame, their proposals will be liable for rejection
During evaluation, the Tender Inviting Authority may summon of the bidders and seek clarification/information or additional documents or original hardcopy of any of the documents already submitted and if these cannot be produced within the stipulated time frame, their proposals will be liable for rejection.

IB.17.2. Opening of financial proposal (price bids).

IB.17.2.1 Financial proposals submitted by the tenderers in the prescribed format ANNEXURE-IV and declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.

IB.17.2.2 Financial proposals of only those bidders who are techno-commercially eligible will be opened. No deviation in any form in the price-bid sheet is acceptable.

IB.17.2.3 The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

IB.17.2.4 For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.

IB.18. Time Schedule/Completion Time: The basic consideration and the essence of the Contract shall be strict adherence to the time schedule as it will be specified in the contract for supply & services in LOA (Letter of Award) to be issued from WBSEDCL as per table appended below. The entire activity as per scope of work shall be completed by you within 45 (forty-five) days from zero date. **Date of acceptance LOI (Letter of Indent)/LOA shall be considered as zero date.**

Time schedule/Completion Time

<u>Activities</u>	<u>Time of Completion</u>
Completion of entire work, i.e. termination of OFC at WBSEDCL HQ along with active link.	Within thirty days from zero date

IB.19. Price:

IB.19.1. Price offer shall be submitted as per BoQ.

IB.19.2. No deviation in any form in the Price Bid Sheet is acceptable.

IB.20. Taxes, Duties and other levies:

Taxes will be paid as per GST rates and shall also be allowable on Installation & Commission charges at applicable rate.

IB.21. Statutory Obligations: Statutory obligations as per law of the land are to be complied.

IB.22. Period of Contract: Initial Period of contract shall be 2 (two) years from the date of placement of order and WBSEDCL may renew the period of contract for further two years in-continuation and so on depending upon the performance of previous years of the bidder at the same terms and conditions (provision for rate negotiation and bandwidth enhancement will be considered) of the Letter of Award (LOA) placed on successful bidder which shall be accepted by the bidder without imposing any conditions. If there is any revision of tariff of internet lease line and if it is lower than the present tariff, then the new tariff will be automatically applicable from the date of effect of such tariff.

IB.23. Increase of Bandwidth: WBSEDCL may offer to increase the bandwidth which the bidder has to implement within 30 days of placement of order. The new price will be derived by considering the lowest tariff offered by the bidder to any other client at same bandwidth (10% deviation allowed) in the Kolkata region.

- IB.24. Issue of LOA :** WBSEDCL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. WBSEDCL shall be the sole judge in this regard.
- IB.25. Acceptance of LOA:** The successful bidder shall submit written unconditional acceptance of LOA within 7 (Seven) days from date of issuance of the same. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause.
- IB.26. Right to reject Bids :** WBSEDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.
- IB.27. Representative of Vendors:** The successful vendor is required to nominate officers, exclusively for this project from commencement to completion as 1) Nodal Officer for scheme & 2) an overall Head Officer, with whom WBSEDCL will contact on all matters related to this project. The vendor has to specifically furnish to WBSEDCL, the name, designation, mobile no, office & residential phone no of such persons.
- IB.28. Mandatory Condition:** The bidder shall provide documentary evidence satisfactory & acceptable to WBSEDCL to establish that they have the requisite credential, capability and experience to handle the contract and meet requirements of all the Mandatory Conditions indicated in **ANNEXURE-III**.
- IB.29. Settlement of Disputes:** In case of any dispute arising out the contract, the same should be settled through meeting between the WBSEDCL and the contracting agency at the appropriate level. The necessary judicial affairs and/or Court Case shall be exclusively within the jurisdiction of High Court at Kolkata only.
- IB.30. Communication:** The successful vendor, for communicating with WBSEDCL, for this job may use the following modes.

FAX- (033) 2358 9244.
Telephone – (033) 2319 7804.
Email:Dipak.Pal@wbsedcl.in

SECTION: II

Scope of Work [SW]

To provide Internet access at gateway level through 100 Mbps 1:1 uncompressed symmetric Internet Lease Line at Central Data center of WBSEDCL, Street no 41, Action Area-1, Newtown Rajarhat, Kolkata -700156 Landmark: Behind DLF-1, along with **minimum of 32 (thirty two) static IPv4** addresses.

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

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

SW.1.1. Internet connectivity at Corporate Office:

- SW.1.1.1. The terminating link should provide 100 mbps 1:1 leased internet connection.
- SW.1.1.2. The lease line should be of Fiber optic with ring Topology to provide redundancy.
- SW.1.1.3. Successful bidder should provide the internet over their own or arranged redundant last mile.
- SW.1.1.4. Successful Bidders endpoint equipment's should be scalable to support bandwidth up to 1gbps.
- SW.1.1.5. Ring Topology to be used for last mile connectivity from PoP level.
- SW.1.1.6. Successful Bidder should ensure that local loop provisioning does not violate regulations as laid by Government of India / TRAI in respect of such links / networks.
- SW.1.1.7. Successful bidder shall arrange the necessary way leave /ROW (Right of Way) in connection to the establishment of way of the link. WBSEDCL shall neither negotiate nor incur any additional charges towards obtaining way leave (ROW) permissions whatsoever.
- SW.1.1.8. Successful Bidders should provide all necessary equipment's for connectivity.
- SW.1.1.9. The Successful bidder shall provide necessary tool to monitor current and total data/bandwidth, dropped packets consumption in real-time.

SW.1.2. Testing and Acceptance: Acceptance testing may be done if desired, if anomalies found vendor need to fix it within 7 days.

SW.1.3. The existing Router, Switch & LAN port will be used for holding the proposed Internet Connection.

SW.2. Hand Over & Take Over of the System after Completion: Successful vendor shall hand over the entire system after successful trial-run. Vendor shall complete installation & commissioning (with successful trial-run), as a whole, at Vidyut Bhaban, 3rd Floor, D-Block, as per Scope of Work before handing over the system to WBSEDCL. The concerned Controlling Officer for Corporate Office shall sign "Hand Over Take Over cum Completion Certificate" if all provisions are met satisfactorily by the vendor.

SECTION: III

General Conditions of Contract [GCC]

GCC.1. General Terms:

- GCC.1.1.** **The entire work shall be executed on TURN KEY concept.**
- GCC.1.2.** In the bidding process L1 will be selected through e-tendering for first link and L2 will be offered/requested to provide the 2nd link at L1's quoted rate if L2 agrees else the offer will be passed on to L3 and so on .
- GCC.1.3.** Existing UPS power from UPS to IT equipments will have to be taken from WBSEDCL end.
- GCC.1.4.** The established link should be scalable up to 1gbps 1:1 at least.
- GCC.1.5.** Any hardware like Mux/Modem which is required will be provided by successful bidder and it will be included in services. The hardware shall be property of the successful bidder and will be responsibility of the successful bidder. The hardware shall be maintained free of cost.
- GCC.1.6.** A comprehensive fiber layout plan has to be submitted at WBSEDCL's end.
- GCC.1.7.** The WBSEDCL reserves the right to reject the contract if any deviation from tendered specifications is found in the service any point of time and the same is not rectified even after ticketing.
- GCC.1.8.** The Bidder should submit system generated report of total uptime and availability / packet loss for monthly basis.
- GCC.1.9.** The bidder shall ensure an uptime of 99.5% for the entire duration. Failing so will attract penalty as per Uptime Calculation & Penalty clause.
- GCC.1.10.** The vendor has to provide onsite support, when required
- GCC.1.11.** Bidders shall also submit proposals of work methods and schedule, in sufficient detail to demonstrate the adequacy of the bidders' proposal to meet the technical specifications and the completion time.
- GCC.1.12.** The bidder has to furnish all the information as required regarding their offer, along with declaration that it complies to clause of SW 1.2 to SW 1.3.
- GCC.1.13.** The bidder shall satisfy WBSEDCL with his ability to complete the works positively within the stipulated time.
- GCC.1.14.** All correspondence, documents and Bid, exchanged between the Bidder and WBSEDCL shall be written in English language. Failure to comply with this request may disqualify a bidder.
- GCC.1.15.** The Company reserves the right, to reject any or all the tenders, at its discretion, without assigning any reason whatsoever.

GCC.2. Uptime Calculation & Penalty:

The Actual Uptime on fiber Link to be calculated in respective month and will be measured against total uptime hours 99.5%. If the downtime exceeds the total uptime hours following penalty in % will be applicable:

Sl.No	Downtime	Penalty in % per month
1.	> = 99.5%	0
2.	> 99.0% to <=99.5%	10
3.	> 98.5% to <=99.0%	20
4.	> 98.0% to <=98.5%	30
5.	> 95.0% to <=98.0%	50
6.	> 90.0% to <=95.0%	70
7.	> 85.0% to <=90.0%	80
8.	> 80.0% to <=85.0%	95
9.	=<80.0%	100

Example: In the Month of November total days is 30 and total down time in the same month in hours was 5 hours. In such case the Actual Uptime can be calculated as follows: Total hours in the month = 31 X 24 = 720 Actual Uptime Hours = 720 – 5 = 715 Actual Uptime % = (715/720) X 100 ≈99%.

GCC.3. Service Level Agreement This SLA describes the Service Levels applicable. Non-achievement of a Service Level may attract penalties, as set out in this SLA. The bidder shall sign SLA with WBSEDCL incorporating following parameters:

- Throughput: 100% non-blocking [symmetric]
- Latency: < 80ms Domestic and < 250ms International measured at PoP level.
- Packet Loss/Drop: < 0.5%.
- Mean Time To Restore: 4 hours
- Single point of contact for. Call docketing and ticketing toll free number.
- Flapping link will be considered as downtime

GCC.4. Force Majeure :

GCC.4.1. WBSEDCL shall be under no liability if the vendor is prevented from carrying out any of the vendor's obligations by reason of war, Invasion, act of foreign country, hostilities, riots, civil commotion, mutiny, accident, earthquake, fires, floods, orders and / or restrictions and other cause beyond the reasonable control of the vendor. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents / proofs to the entire satisfaction of WBSEDCL.

GCC.4.2. WBSEDCL will not take any additional liability towards enhanced taxes, duties and price variation due to force majeure condition.

GCC.5. Cancellation/Termination of Order: WBSEDCL shall have the right to repudiate the contract if the work is not completed within schedule completion time as per "Time Schedule" and "Completion Time" Clause. The following causes may also led to cancellation of LOA.

- GCC.5.1.** Non acceptance of LOA as per "Acceptance" clause.
- GCC.5.2.** Non submission of Performance BG within time.
- GCC.5.3.** If failed to implement the project or poor performance during implementation and service.
- GCC.5.4.** In each above cases 15 days termination notice shall be issued prior to termination of LOA.

GCC.6. Performance Guarantee:

For Installation and Commissioning of all equipments: As contract security, the successful bidder has to furnish a performance Guarantee in the form of Bank Guarantee on non-judicial stamp paper of Rs.100/- by any Schedule Bank in India, as per format enclosed (ANNEXURE-VI). The PBG shall be submitted to the CE, IT&C Cell, 3rd Floor, 'D' Block, Vidyut Bhawan, WBSEDCL. As Performance BG, 10% of Contract Value to be submitted within one month from the date of issue of LOA. Validity of BG will be 2 years 6 months from the date of LOA and claim period will be further 3 months or the BG should be valid throughout the above mentioned period by intermediate extension. There should be provision to extend the BG further so that the same order can be renewed at the same terms and conditions

GCC.7. Arbitration & Legal Jurisdiction:

- GCC.7.1.** During execution of this contract, if any dispute arises thereby, shall be settled amicably between WBSEDCL and yourself to the extent possible.
- GCC.7.2.** All disputes or differences in respect of which the decision if any has not become final shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act – 1996 or any statutory modification thereof. The venue of Arbitration shall be Kolkata only.
- GCC.7.3.** The necessary legal affairs and / or court case shall be exclusively within the jurisdiction of Calcutta High Court only.

GCC.8. Liquidated damage: The timely completion of entire project including handing over the sites to WBSEDCL as per "Completion Time" Clause is the basic consideration and essence of the contract and WBSEDCL reserves the right to repudiate the contract if the successful bidder fails to complete the work within stipulated period for completion. However, the ordering authority may at his discretion waive this condition with imposition of liquidated damage indicated herein below.

- GCC.8.1. Delay in implementation of the project:** If the successful bidder fails to complete the work within the completion time as stated in the Clause of "Completion Time", a L.D. at the rate of ½% of the tender value per day of delay subject to a maximum of 10% of value of the tender shall be imposed on the successful bidder. L.D. if applicable will be deducted only from bills on Rental (Terms of payment).
- GCC.8.2.** Liquidated Damage, if applicable during warranty period, will be recovered from any outstanding bills / bank guarantee lying / to be lying with WBSEDCL.

GCC.9. Risk Purchase / Performance: Adherence to time schedules mentioned in the foregoing clauses shall be deemed as the essence of contract and if the vendor fail to deliver within the periods prescribed for such work in the rate contract order, WBSEDCL shall be entitled to execute the job through the best and nearest substitute available elsewhere on the account and at the risk of the contracting agency or to cancel the contract and the contracting agency shall be liable to compensate for any loss or damage which WBSEDCL may sustain by reason of such failure on the part of the Contracting Agency.

GCC.10. Submission of bills for payment :

GCC.10.1. All the bills in triplicate along with forwarding letter relevant papers & documents are to be submitted to the IT & C Cell and will be addressed to the Chief Engineer IT&C cell.

GCC.11. Terms of Payment: No advance payment will be made against this order in any circumstances for turn-key implementation of entire project.

GCC.11.1. For Lease line on rental basis: Internet Lease line rental bill to be submitted by the bidder on quarterly basis after providing satisfactory service for the bill period. The date of handover takeover will be taken as start date and the rental for Internet lease line will be counted from that date.

GCC.11.2. In case of any decrease in the tariff of the lease line in the contract period the successful bidder shall pass the benefit of the same to WBSEDCL.

GCC.11.3. If the Bandwidth of the lease line is needed to be enhanced in future the same shall be offered according to successful bidder's lowest tariff.

GCC.11.4. The payment will be paid after deduction of penalty amount as per GCC2 of uptime clause.

GCC.11.5. Payment On Installation , Commissioning & Handover-takeover of the system :

GCC.11.5.1. Bill amount: 100% of the installation value will be paid on successful hand over takeover of the system.

GCC.11.5.2. Enclosures: Certificate for successful completion to be issued by the concerned Consignee & Supervising Officer and countersigned by Controlling Officer .

GCC.12. Price :

GCC.12.1. All prices should be given item wise, although evaluation will be made on total price of all items. Incomplete or partial quotation will not be accepted and shall be liable to be rejected.

GCC.12.2. Price should be quoted in the BoQ as per format. No deviation in any form in the BoQ is acceptable. The quoted price shall remain firm throughout the period of the contract and no adjustment shall be made to the contract price in respect of rise or fall in cost of Installation & Commissioning Charge.

GCC.13. WBSEDCL personnel for liaison :

GCC.13.1. Controlling Officer: Additional Chief Engineer, IT & C Cell. – He/She would issue the successful completion certificate.

GCC.13.2. Nodal Officer: Divisional Engineer, IT & C Cell – He/She would supervise & monitor all the activities.

GCC.13.3. Consignee & Supervising Officer: Assistant/Divisional Engineer, IT&C Cell- He/She shall be the Consignee and Supervising Officer.

GCC.13.4. Paying Authority:

GCC.13.4.1. For Installation and Commissioning of all equipments:
Manager, Establishment-Corporate, Bidyut Bhawan, WBSEDCL.

Enclosure:

1. Annexure-I : Format of Undertaking.
2. Annexure-II : Format of Bid Proposal
3. Annexure-III: Mandatory Condition
4. Annexure- IV: Price Bid Format
5. Annexure- V: Format of Bid Guarantee EMD.
6. Annexure- VI: Declaration of mandatory condition
7. Annexure- VII: PBG Format.

West Bengal State Electricity Distribution Company Limited

Tender Notice No. WBSEDCL/IT&C/3.12/2802 dtd- 15/06/2020

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

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

I, -----, Partner/Legal Attorney/ Accredited

Representative of M/S -----, solemnly declare that:

1. We are submitting Tender for the Work -----

Against Tender Notice No. ----- Date-----

2. None of the Partners of our firm is relative of employee of -----
(Name of the Company)

3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.

4. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.

5. If any information and document submitted is found to be false/ incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

Authorized Signatory of the
Tenderer

Dated-----

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 Internet Lease Line connection 90 Mbps (1:1) for Corporate Office at Vidyut Bhavan of WBSEDCL

Dear Sir,

1. We the undersigned Bidder/(s), having read and examined in details the specifications and other documents of the subject Tender, do hereby propose to execute the contract as per specification as set forth in your Bid-Documents.
2. **PRICES AND VALIDITY :**
 - 2.1. The ex-works prices of all items/equipments and rate of erection, commissioning etc. stated in the bid are FIRM during the entire period of contract irrespective of date of completion and not subject to any price adjustment as per in line with the Bidding Documents. All prices and other terms and conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of the bids (Part-1). We further declare that prices stated in our proposal are in accordance with your bidding.
 - 2.2. All duties & taxes such, if any, applicable on transaction from us to you payable extra by you against production of documentary evidence to be submitted by us.

West Bengal State Electricity Distribution Company Limited

Tender Notice No. WBSEDCL/IT&C/3.12/2802 dtd- 15/06/2020

3. BID GUARANTEE :

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

4. DEVIATIONS :

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

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

5. WORK SCHEDULE :

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

6. CONTRACT PERFORMANCE GUARANTEE :

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent to ten percent (10%) of the Contract Price as stipulated in Bid document in the form of Bank Guarantee (Please specify the form of guarantee) in your favour and enter into a formal agreement with you within 15 (Fifteen) days from the date of placement of Letter of Award.

Dated.....this.....day of.....2020

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

Mandatory Condition

Sl No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No
1	Annual Turn Over for each of last three financial years i.e. 2016-17, 2017-18, 2018-19 must be at least ` 1 Crore.	Provide copy of Audit Report in case of a Company registered under Companies Act 2013 & Tax Audit Report for bidders other than Company.	
2	Financial Capability to handle a Project of ` 50 lakhs.	Average working capital of Rupees 50 lakhs or more as per balance sheet for last 3 years. (2016-17 ,2017-18 ,2018-19)	
3	Must have capability to maintain installed System efficiently. The Bidder must have Phone Number for service support where user shall log complaints. Must have service centre at Kolkata	<ul style="list-style-type: none"> i. The vendor should be direct Category-A ISP(with valid licenses). ii. Should have DOT license to set up and operate International gateways and should have minimum two International Gateways to maintain uninterrupted Internet connectivity. iii. Relevant valid ISO Certification for after-Sale Service. iv. Call log-in facility along with phone no. for WBSEDCL. 	
4	Must Comply with all statutory obligations.	<p>Provide the following required nos. in a separate sheet (as per Annexure-VII) duly attested with following supporting documents.</p> <ul style="list-style-type: none"> i. Copy of PAN Card ii. Sales Tax Registration Certificate / GST iii. Registration no of the company. 	

West Bengal State Electricity Distribution Company Limited
Tender Notice No. WBSEDCL/IT&C/3.12/2802 dtd- 15/06/2020

SI No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No
5	Working experience with having a minimum value of ` 20 lakhs (Rupees twenty lakhs only) in one order / two orders for supply and installation and commissioning of similar item during last 3 calender years.	<p>i. The bidder shall submit the documentary proof of orders received.</p> <p>ii. Certificate mentioning order reference from Ordering Authority with satisfactory completion / on going during last three years.</p> <p>(above details as per <u>Annexure-VI</u>)</p>	

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

Signature of the bidder with Office Seal

[Validate](#)[Print](#)[Help](#)

Item Rate BoQ

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

Annexure-IV

Name of Work: Internet Lease Line connection 100 Mbps (1:1) for Data Center Newtown, Rajarhat of WBSEDCL .

Tender Notice No. WBSEDCL/IT&C/3.12/2802 dtd- 15/06/2020

Bidder Name :						
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	UNIT PRICE To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	100 Mbps (1:1) Lease line charges for 2 (two) years (Gst will be paid as per rule)	1	No		0.00	INR Zero Only
2	One time installation charges (GST will be paid as per rule)	1	No		0.00	INR Zero Only
Total in Figures					0.00	Zero Only
Quoted Rate in Words		INR Zero Only				

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) No. _____ dtd. 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 _____ 2019 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 ninety (90) days and may be extended from time to time.

ANNEXURE-VI**West Bengal State Electricity Distribution Company Limited**

Tender Notice No. WBSEDCL/IT&C/3.12/2802 dtd- 15/06/2020

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

Sl. No.	Item Details	Details		
1	Contact Person with Telephone No., Mobile No., E-mail ID and FAX No. of the Bidder			
3	PF Registration No.			
4	Permanent Account No. (PAN)			
6	GSTN No.			
8	Company Registration No.			
9	Annual Turn Over for each of last three financial years(must be at least `1 Crore)	2016-17 (in ` crore)	2017-18 (in ` crore)	2018-19 (in ` crore)
10	Orders received and executed by the bidder	Organisation where worked with Contact Telephone No. and FAX No.	Order No. and Date with Value of the Order	Completion / ongoing Certificate with date (indicating order reference no.)

Signature of the Bidder with Seal

West Bengal State Electricity Distribution Company Limited

Tender Notice No. WBSEDCL/IT&C/3.12/2802 dtd- 15/06/2020

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. _____

Ref No. _____

Date : _____

To

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

Dear Sir,

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

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

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

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ and shall remain in force up to and including _____ and shall be extended from time to time for such period, as may be desired by M/s. _____ to whose behalf this guarantee has been given.

All rights of WBSEDCL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless the WBSEDCL enforce a claim under this guarantee against the Bank within three months from the above mentioned date or from the extended date.

Dated this _____ day of _____ 20 ____ at _____

Witness :

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____

Date _____