

West Bengal State Electricity Distribution Company Limited  
(A Government of West Bengal Enterprise)

(I T & Communication Cell)

Vidyut Bhavan, 3<sup>rd</sup> 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](http://www.wbsedcl.in), e-mail: [itcell@wbsedcl.in](mailto:itcell@wbsedcl.in)

CIN: U40109WB2007SGC113473



**WBSEDCL**  
**TENDER NOTICE**

(LOCAL COMPETITIVE BIDDING)

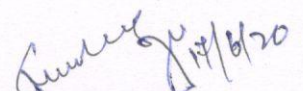
**BID DOCUMENT**

**SMS Delivery Service in WBSEDCL**

Tender Fee: ₹: 12,000/- (and applicable GST @18%)

Tender Notice No: WBSEDCL/ IT&C/38.00/2803

Dated: 17/06/2020

  
Chief Engineer  
IT&C Cell, WBSEDCL

## Contents

Section	Description	Page No.
1	Instruction to Bidders (IB)	3-13
2	General Terms & Conditions(GTC)	14-16
3	Scope Of Work (SW)	17-18
4	Bid Proposal	Annexure-I
5	Techno commercial Bid document	Annexure-II
6	Proforma of Bank Guarantee for Bid Guarantee	Annexure-III
7	Format for Bank Guarantee for contract performance	Annexure-IV
8	BoQ Format	Annexure- V
9	Format of Report.	Annexure-VI
10	Mandatory Cond.	Form- I

## **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 regular, timely and faithful delivery of SMS generated through various Application Package running at WBSEDCL. SMS would be sent to our existing customers and intending consumers regarding their Billing information, new connection information and other related information. WBSEDCL invites e-tender from intending vendors for effective and efficient SMS delivery.

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

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

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

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

#### **IB.2. Invitation for the Bids:**

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

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

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

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

**IB.3. Eligible Bidders:**

- IB.3.1.** This Invitation for Bids, issued by the WBSEDCL is open to all firms including company (ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign and those bidders with whom business is banned by the WBSEDCL.
- IB.3.2.** The bidder should not have been blacklisted or involved in any forgery/data leak from any Government or reputed private organization across India in last three years and undertaking in this regard should be provided by the authorized signatory of the bidder. During contract period if the undertaking submitted by the vendor is found to be false, the order issued on vendor shall be terminated with the forfeiture of the BG.
- IB.3.3.** Intending vendor may purchase the Bid document upon payment of cost of bid document of ₹:12000/- (Rupees twelve thousand only) and applicable GST @18% by Demand Draft / Pay Order / Banker's Cheque in favour of "WBSEDCL", payable at Kolkata. Purchase date of Demand Draft (DD) / Banker's Cheque (BC) should be after NIT publication date.

**IB.4. Responsibility of Bidders:**

- IB.4.1.** It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work.
- IB.4.2.** It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments to the contract, once awarded under these documents will not be entertained by WBSEDCL. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by WBSEDCL, which are based on the lack of such clear information of its effect.
- IB.4.3.** The bid should include all the information as per bid document. Submitted documents need to be specific as per requirements; unnecessary documents should not to be uploaded by the bidder.
- IB.4.4.** The bidder should bear all the costs associated with the preparation and submission of bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- IB.4.5.** One bidder can submit only one Bid in response to this Tender Document. No Bidder is allowed to submit two or more Bids.
- IB.4.6.** In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance of the last date and time of submission of the bid.

**IB.5. Formation of cartel & penal Measures:**

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

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

Sl No.	Action	Date & Time
1.	Publishing Date	24/06/2020 at 10:00 Hrs
2.	Document Download start date	24/06/2020 at 10:00 Hrs
3.	Last date of Receiving Pre-Bid Clarification	03/07/2020 at 17:00 Hrs
4.	Date of Pre-bid Clarification upload	08/07/2020 at 13:00 Hrs
5.	Bid submission Start date	09/07/2020 at 10:00 Hrs
6.	Bid submission last date	20/07/2020 at 15:00 Hrs
7.	Last date of physical submission of Tender Fee & EMD	21/07/2020 at 15:00 Hrs
8.	1st. stage Bid opening date	23/07/2020 at 15:00 Hrs
9.	2nd. Stage 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:**

**Due to outbreak of covid-19 no pre-bid meeting will be held.** 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 **through email**.

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

**IB.10. Amendment / Addenda of Bidding Documents:**

**IB.10.1.** At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.

**IB.10.2.** The amendment will be notified in writing through e-tendering website (<https://wbtenders.gov.in>) or by cable or in WBSEDCL's website to all prospective bidders who have purchased the Bidding Documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein has been taken into account by the Bidder in its bid.

**IB.10.3.** In order to afford reasonable time to the prospective Bidders to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids. In such cases the employer will notify about extended deadline to all the bidders in writing or by notice in the website of WBSEDCL.

**IB.11. Language of the Bid:** The bid so prepared by the bidder, all other correspondences and documents relating to the bid exchanged by the bidder and WBSEDCL should be written in British English Language only.

**IB.12. Submission of Tenders :**

**IB.12.1. General process of submission:**

**IB.12.1.1.** Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Bidders 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 bidder shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

**IB.12.1.2.** The bidder needs to download the Forms / Annexure / BOQ, fill up the particulars in the designated Cell and upload the same in the designated location of Technical folder / Financial folder .Original copies of the uploaded documents may be submitted for physical verification if required by the Tender Inviting Authority at the time of technical evaluation.

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

**IB.12.1.4. Technical Proposal:** The Technical Proposal should contain all requisite documents in the following standardized formats in one cover (folder) which contains the followings:-

- i. Tender Fee: Scanned copy of Demand Draft (DD) / Banker's Cheque (BC) towards tender fee as prescribed in the NIT, **in favour of WBSEDCL payable at Kolkata** from any scheduled Bank of India. Payment in any other form will not be accepted. Purchase date of Demand Draft (DD) / Banker's Cheque (BC) should be after NIT publication date.
- ii. Earnest Money Deposit (EMD): Scanned copy of Demand Draft (DD) / Banker's Cheque (BC) / Bank Guarantee (BG) towards EMD as prescribed in the NIT, **in favour of WBSEDCL payable at Kolkata** from any scheduled Bank of India. Payment in any other form will not be accepted. Purchase date of Demand Draft (DD) / Banker's Cheque (BC) should be after NIT publication date.
- iii. Bid Proposal (Vide Annexure -I).
- iv. Techno commercial Bid document (Vide Annexure-II).
- v. Bid Guarantee-EMD-Format of BG (Vide Annexure-III).
- vi. Performance BG (Vide Annexure-IV).
- vii. Format of Report (Vide Annexure-VI).
- viii. Notice Inviting Tender (NIT).
- ix. Addenda/ Corrigendum: if published.
- x. Mandatory Condition (Vide Form-I).
- xi. Company Details: Registration no of the company.



- xii. PAN Card details.
- xiii. Financial Information: Copy of audited annual accounts for the financial years 2016-2017, 2017-2018 and 2018-2019 should be submitted by the bidders along with turnover certificate duly certified by chartered accountant along with IT returns for the corresponding period.
- xiv. GST Registration certificate to be given for performance of service i.e West Bengal.
- xv. Working experience with having a yearly minimum order value Rs 1 Crore (Rupees one crore only) in one single order for similar type of job within 2017-2018 and 2018-2019 and 2019-2020 financial years. The bidder should submit the documentary proof of orders received. The bidder should also submit the list of orders in hand mentioning the order value to be executed within one year from the date of submission of bid.
- xvi. The vendor other than Network Service Provider should have necessary authorization for providing SMS delivery service. Moreover, in this case the bidder must submit a copy of valid back to back agreement with leading Network Service Provider that clearly displays the start date and tenure of contract. In case sharing whole contract is not permitted, bidder will have to share relevant portions displaying contract start date and tenure.
- xvii. Technical API documentation manual to be submitted.

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

#### **IB.12.2. Financial Proposal**

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

##### **Bill of Quantities (BOQ)**

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

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

#### **IB.13. Submission of original copies of documents of Tender Fee and Earnest Money Deposit :**

- IB.13.1. **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. Payment in any other form will not be accepted.

**IB.13.2.** Place of submission: The original copies of the DD/BC/BG, towards Tender Fee and Earnest Money Deposit should be submitted in the following office:

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

**IB.13.3.** Time of submission: The original copies of DD/BC/BG towards Tender Fee and EMD should be submitted in a sealed envelope in the office as stated above within the date and time as specified in the NIT. If the bidder fails to submit the original copies within the due date and time his tender will not be opened and his bid will stand rejected.

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

**IB.15.** Late Submission of Bid: Bidder should take all possible measures to submit the bid within the schedule date & time prescribed elsewhere in the bidding document. Late submission of bid for whatever reason will not be accepted.

**IB.16.** Validity of Tender and Offer :

The offer against tender should remain valid for a minimum period of 180 (One hundred eighty) days from the next day of opening of the tender. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

**IB.17.** Earnest money [Bid Guarantee]:

**IB.17.1.** All bids must be accompanied with a refundable earnest money, as "Bid Guarantee". The bid shall be considered non responsive if the earnest money is not submitted along with the bid.

**IB.17.2.** The Bid Guarantee is to be submitted in the form of irrevocable Bank Guarantee of ₹:2100000/- (Rupees twenty one Lakh only) issued by any Branch of any Indian scheduled Bank, in favour of 'WBSEDCL', Vidyut Bhavan, Salt Lake City, Kolkata.

**IB.17.3.** The Bank Guarantee should be submitted as per format in ANNEXURE-III and should remain valid initially for a period of 180 days from the date of opening of the bid document.

**IB.17.4.** No interest will be payable by WBSEDCL on the above Bid Guarantee.

**IB.17.5.** The Bid Guarantee shall be forfeited for any of the following reasons:

**IB.17.5.1.** If during the period of bid validity, the bidder withdraws or modifies the bid in part or as a whole.

**IB.17.5.2.** If the successful Bidder/ Bidders fails/fail to accept the order unconditionally as per "Acceptance of Order" clause of bid document or fails/fail to furnish the contract performance guarantee as stipulated in PBG clause of bid document.



IB.17.5.3. If the successful bidder / bidders fails to extend the validity period of EMD as per "Earnest Money" Clause of bid document.

IB.17.5.4. If any cartel is formed by the bidder in their quotation.

**IB.17.6. Return of Earnest Money of the bidder(s):**

IB.17.6.1. The Bid Guarantee of the unsuccessful Bidder/ Bidders, will be returned against their written claim, to the Chief Engineer (IT&C Cell), WBSEDCL, giving the reference to the NIT No., date of tender, amount and mode of Earnest Money deposited - all in a complete form, after placement of order on the successful Bidder/ Bidders.

IB.17.6.2. The 'Bid Guarantee', of the successful Bidder/ Bidders, will be returned against their written claim, to the Chief Engineer (IT&C Cell), WBSEDCL, giving the reference to the NIT No., date of tender, amount, mode of Earnest Money deposited and details of Performance Guarantee - all in a complete form, after the date of acceptance of Performance Guarantee to be submitted as per Performance Guarantee Clause of bid document.

**IB.18. Opening and evaluation of tender :**

**IB.18.1. Opening of Technical Proposal**

IB.18.1.1. Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.

IB.18.1.2. Technical proposals for the bids where original copies of DD/BC/BG towards tender fee & EMD have been received will only be opened. Proposals corresponding to which original copy of DD/BC/BG towards tender fee & EMD has not been received, will not be opened and will stand rejected.

IB.18.1.3. Intending bidders may remain present if they so desire.

IB.18.1.4. Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.

**IB.18.2. Techno-commercial Evaluation of Tender**

IB.18.2.1. While evaluation, the Tender Inviting Authority or his authorized representative may summon the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

IB.18.2.2. The summary list of bidders, whose bids will be found techno-commercially eligible, will be available in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified bidders.

### **IB.18.3. Opening and evaluation of Financial Proposal**

- IB.18.3.1.** Financial proposals submitted by the bidders in the prescribed format (ANNEXURE-V) and declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- IB.18.3.2.** The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time and evaluated online.
- IB.18.3.3.** After opening of the financial proposal the preliminary summary result containing inter- alia, name of bidders and the rates quoted by them will be uploaded.
- IB.18.3.4.** The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.
- IB.18.3.5.** No deviation in any form in the price-bid sheet will be acceptable.
- IB.18.3.6.** For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.

**IB.18.4.** Revision/withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority.

### **IB.19. Signing of Bids:**

- IB.19.1.** The bid should be downloaded from the website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) and signed by a person / persons duly authorized by the bidder.
- IB.19.2.** To be qualified for evaluation and finalization of contract, Bidder/ Bidders should 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.19.3.** All the pages of the bid and where, entries/ amendments have been made, should be signed by the person/persons signing the bid.
- IB.19.4.** The 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 the bidders. Such corrections should be initialed by the person/persons signing the bid. Bids not duly signed will be treated as cancelled.

**IB.20. Quantity of Contract:** The approximate number of SMS for two years to be delivered would be around 96 crore considering 48 crore per year with a provision of carry forward of unused SMS. If contract period extended as per clause GTC 3.3, then same methodology will be applicable for the extended period along with all others terms and condition.

**IB.20.1.** The L1 bidder will be awarded 60% ( $\pm 5\%$ ) of total quantity.

**IB.20.2.** Rest of the 40% ( $\pm 5\%$ ) will be awarded to any one of remaining bidders in sequential manner providing the bidder is ready to provide the service at L1 rate. In case the quoted rate of bidders are equal then priority of selecting 2<sup>nd</sup> bidder will be governed by the Turn over of company for the financial year 2018-2019 then number of valid (vendor other than Network Service Provider) back to back agreement with Network Service Provider. Network Service Provider will be given priority over aggregator.

**IB.20.3.** In case any other bidder does not provide the service at L1 rate then L1 bidder will be awarded 100% of contract quantity. In such case L1 bidder will be responsible to deliver 100 % traffic and it will be binding on L1 bidder.

**IB.20.4.** Contract period extension will be governed as per clause GTC 3.3 variation during execution as per clause IB.21 and provision of carry forward of unused SMS as per IB.20 on prorated basis.

**IB.20.5.** In case contract with any of the bidders selected is terminated within the contract period, then, total traffic will be routed through the remaining bidder at existing rates till the time decided by WBS EDC L.

**IB.21. Variation during execution:** The quantity of SMS as incorporated in this tender is provisional which may vary up to  $\pm 30\%$  of the ordered quantity during course of execution of the contract as per actual requirement. WBS EDC L will communicate such variation of quantity to the successful bidder in writing. The unit price quoted by the bidder and incorporated in the order will remain valid for such variation of quantity. If the quantity increases beyond the above mentioned percentage during execution period then rate negotiation process will be initiated, if desired by WBS EDC L. After negotiation if new rate is agreeable for both then excess SMS will be paid on new rate otherwise validity of contract period will expire before its schedule time.

**IB.22. Conflict of Interest:**

**IB.22.1.** The 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, the 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 the Authority hereunder or otherwise.

**IB.22.2.** 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 WBS EDC L and associated with the Tender Inviting Authority.

**IB.22.3.** 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 WBS EDC L associated with the Tender Inviting Authority during the execution of the contract.

**IB.22.4.** Any Bidder will be found to have a Conflict of Interest if the bidder has a relationship with other Bidder/Bidders, 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.23. Acceptance of Tender:** Lowest valid rate will normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons. Moreover, conditions mentioned under clause IB20 (IB 20.1 to IB 20.5) will also be considered.

**IB.24. Purchase Order:** WBSEDCL will communicate acceptance of tender to the successful bidder by a Purchase Order. The successful bidder shall communicate unconditional acceptance of the purchase order.

**IB.25. 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.26. Issue of LOA:** WBSEDCL will award the contract to the successful bidder 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.27. Acceptance of LOA:** The 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 comply with will be liable for cancellation of order and forfeiture of Bid Guarantee submitted by the bidder.

**IB.28. Right to reject Bids :**

**IB.28.1.** 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.28.2.** 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.29. 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.30. Mandatory Condition:** The bidder should 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 as follows :

**IB.30.1.** The vendor other than Network Service Provider should have necessary authorization for providing SMS delivery service. Moreover, in this case the bidder must submit a copy of valid back to back agreement with leading Network Service Provider that clearly displays the start date and tenure of contract. In case sharing whole contract is not permitted, bidder should

- share relevant portions displaying contract start date and tenure.
- IB.30.2.** Average Annual Turn Over for last three financial years i.e. 2016-2017, 2017-2018 & 2018-2019 must be at least ₹:50 Crore.
- IB.30.3.** Technical API specification documentation for sending SMS.
- IB.30.4.** Working experience with having a yearly minimum order value of Rs 1 Crore (Rupees one crore only) in one single order for similar type of job within 2017-2018, 2018-2019 & 2019-2020 financial years.(only one Single valid order to be uploaded)
- IB.30.5.** The 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.
- IB.30.6.** The bidder should comply with all formalities as per guideline of TRAI as a SMS service provider for sending transactional/bulk SMS.
- IB.30.7.** The Bidder should be able to allocate a minimum throughput 500 SMS/sec to WBSEDCL Company Registration No.
- IB.30.8.** PAN Card details.
- IB.30.9.** GST Registration certificate to be given for performance of service i.e West Bengal
- IB.30.10.** The bidder should have a valid ISO 27001 for Information Security Management as on bid submission date.
- IB.30.11.** The SMS Services and related systems should conform to the requirements of the amended IT Act 2000 and other laws statutes of the government.
- IB.31. Settlement of Disputes:** In case of any dispute arising out of the contract, the same should be settled through meeting between the WBSEDCL and the contracting agency at the appropriate level as per Arbitration and Conciliation Act 1996.
- IB.32. Legal Jurisdiction:** The necessary judicial affairs and/or Court Case will be exclusively within the jurisdiction of High Court at Kolkata only.
- IB.33. Communication:** The successful vendor, for communicating with WBSEDCL, for this job may use the following modes.  
FAX- (033) 2358 9244.  
Telephone - (033) 2319 7618, 2319 7621.  
Email- [itcell@wbsedcl.in](mailto:itcell@wbsedcl.in)
- IB.34. Representative of Vendor:**
- IB.34.1.** The successful vendor 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.34.2.** The vendor should specifically furnish to WBSEDCL, the name, designation, Telephone no. including mobile no., email address of such person.

## **Section: 2**

### **General Terms & Conditions (GTC)**

#### **GTC.1. General Terms:**

- GTC.1.1.** WBSEDCL reserves the right to review the bidder's capability and capacity to perform the work before awarding the Contract, without assigning any reason whatsoever.
- GTC.1.2.** WBSEDCL reserves the right to cancel the tender during its processing without showing any reason whatsoever.
- GTC.1.3.** Decision of WBSEDCL on all matters will be final & binding on the bidders.
- GTC.1.4.** Regarding adherence to TRAI/Government guidelines as and when notified during the contract period, bidder will be responsible for following of any such guideline on behalf of WBSEDCL. For such cases, WBSEDCL will only provide required documents from its end on request from bidder whereas necessary charges and procedures shall be sole responsibility of the bidder during the contract period.

#### **GTC.2. Statutory Obligations:**

Statutory obligations as per law of the land should be complied by the vendor. Workmen's Compensation Act 1923, the Contract Labour (Regulation & Abolition) Act 1970, Employees Provident Funds and Miscellaneous Provisions Act 1952, Employees' State Insurance Act 1948, Payment of Wages Act 1936 etc. and rules made there under for every act, should be dealt by the vendor as per relevant act and the 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.** The service must be started within seven (7) days after issuance of separate Go-ahead instruction from WBSEDCL. WBSEDCL will issue the Go-ahead instruction after successful integration of WBSEDCL applications with PUSH SMS and OTP API. This date will be considered as commercial Go Live date and SMS's consumed this date onwards will be billable.
- GTC.3.2.** The Contract will remain valid for a period of two years from the date of start of the service.
- GTC.3.3.** The Contract period may be extended by a period of up to one year with prevailing rate, terms and conditions after expiry of two year contract period in case the performance of the vendor is certified as satisfactory by the Controlling Officer. The successful bidder should submit a written declaration along with acceptance of LOA for providing another one-year SMS 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 the 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. In such an event, WBSEDCL will give fifteen (15) days notice period in writing to the vendor of his decision to do so.
- GTC.4.2.** WBSEDCL reserves right to disqualify any bidder during the contract period in case any adverse remark related to data compromise/fraud comes into notice of WBSEDCL by any means where the bidder is directly or indirectly involved.

**GTC.5. Price:**

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

**GTC.5.2.** GST will be paid as applicable. Moreover, WBSEDCL will bear any direct/indirect charges levied by TRAI/Government Authority on SMS Services like DLT, etc. within contract period provided proper documentation is submitted for due consideration of such additional charges levied.

**GTC.5.3.** Price evaluation will be made on total price as mentioned in the Annexure-V.

**GTC.5.4.** In LOA the rate per 100 SMS will be considered and accordingly quantity of SMS will be derived.

**GTC.6. Taxes, Duties and other levies:**

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

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

**GTC.7. Performance Bank Guarantee:**

**GTC.7.1.** As Contract Guarantee, the successful bidder should furnish a Performance Guarantee in the form of unconditioned & irrevocable Bank Guarantee amounting to 10% of the total awarded contract price from any Indian Scheduled Bank as per enclosed proforma (Annex-IV) to guarantee faithful execution of the order in accordance with the terms and conditions stipulated in the order.

**GTC.7.2.** The Performance Guarantee should cover the contract period for satisfactory performance. For any failure towards satisfactory performance on the part of the vendor, the Bank Guarantee will be liable 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 should be submitted within fifteen (15) days from the date of issue of the order and remain valid up to ninety (90) days beyond the contract period.

**GTC.7.6.** In case the contract is renewed, the successful bidder should extend the validity of the Performance Bank Guarantee for a further period of ninety (90) days beyond the renewed contract Period.



**GTC.8. 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.9. Terms of payment :**

**GTC.9.1.** No advance payment will be made.

**GTC.9.2.** Payment will be made quarterly based on actual no. of unique SMS's delivered by the vendor successfully. No payment will be made for duplicate messages or undelivered messages. OTP based messages delivered after 60 seconds will be treated as undelivered/failed SMS and no payment will be made for such messages.

**GTC.9.3.** Duplicate SMS means exactly same text/string delivered to a specific mobile number within a period of one particular day from 00:00:00 Hrs to 23:59:59 Hrs. For OTP based messages all the texts/strings will be considered unique even if same string is delivered to a specific mobile no within a period of one particular day from 00:00:00 Hrs to 23:59:59 Hrs.

**GTC.9.4.** The quarterly bills should be submitted to the office of the CE, IT&C Cell in triplicate.

**GTC.9.5.** 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 SMS successfully delivered for the quarter under consideration.

**GTC.10. Liquidated Damage (LD):** No LD will be applicable as payment will be made only on successfully delivered SMS except if SMS delivery service 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 would be deducted, maximum 2.5% of total payable for that quarter, as LD for each calendar day. For example:

D=Number of day 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. Use/Share of Mobile No:**

**GTC.11.1.** Mobile no. provided by WBSedCL should not be used by the bidder for any other purpose.

**GTC.11.2.** Mobile no. provided by WBSedCL should not be shared with the third party for any other purpose by the bidder.

**GTC.12. WBSedCL Personnel:**

**GTC.12.1.** Paying Authority: Manager (F&A), Corporate Establishment.

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

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

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

### **Section: 3**

#### **Scope of Work (SW)**

##### **SW.1. Scope of Work:**

- SW.1.1.** To provide PUSH based SMS delivery Service 365X24X7 mode in Priority Manner.
- SW.1.1.1.** To deliver normal push messages and OTP based messages generated from different applications of WBSEDCL.
- SW.1.1.2.** To send personalized SMS in bulk to hundreds of recipients at a time.
- SW.1.1.3.** To send thousands of SMS's per day to individual recipients generated through the different Application Packages used by WBSEDCL.
- SW.1.1.4.** To provide customized inbox subject line (short transactional code), if required.
- SW.1.1.5.** Campaign SMS in any regional language of India with a traffic volume of up to 6 crore SMS count per day along with normal traffic.
- SW.1.2.** Vendor should maintain and produce on demand logs of all SMS requests with individual receipt status along with time stamp of request received from WBSEDCL for sending individual SMS and actual time stamp of delivered/undelivered SMS.
- SW.1.3.** Vendor should maintain unique identification code (SMS ID - WBSEDC/WBELEC) for each individual SMS.
- SW.1.4.** Vendor should maintain application wise identification of each SMS. For this sub application id to be maintained for each SMS.
- SW.1.5.** Vendor should provide real-time status of all messages through web-interface/MIS Portal.
- SW.1.6.** Vendor should provide failure intimation of every undelivered SMS with error description through web-interface.
- SW.1.7.** Vendor should provide a web portal with user id and password to see all the reports.
- SW.1.8.** Vendor should provide credentials through which web portal would be accessed.
- SW.1.9.** Vendor should provide API for sending SMS which is compatible with Infrastructures and Applications running in WBSEDCL.
- SW.1.10.** Vendor should restrict duplicate delivery of SMS's. Duplicate SMS means exactly same text/string delivered to a specific mobile no within a period of one particular day from 00:00:00 Hrs to 23:59:59 Hrs. For OTP based messages all the texts/strings will be considered unique even if same string is delivered to a specific mobile no within a period of one particular day from 00:00:00 Hrs to 23:59:59 Hrs. No payment will be made for duplicate delivery of SMS.

SW.1.11. Vendor should have proper test infrastructure with capability of end to end testing of all the integrations with applications running in WBSEDCL before commercial Go Live.

**SW.2. Modus Operandi:**

SW.2.1. From each SMS, data in delimited text format containing message, unique message ID and recipient's mobile no. will be sent to the service provider in their specified secure user account as http document in every 2 minutes.

SW.2.2. The Bidder should be able to allocate a minimum throughput 500 SMS/sec to WBSEDCL. At least three attempts should be made within 30 minutes (each attempt should be made after 10 minutes) to resend the SMS's delivered unsuccessfully along with subsequent three lots of SMS's after the initial attempt. For OTP delivery time should preferably be less than 30 seconds.

**SW.3. Reports:**

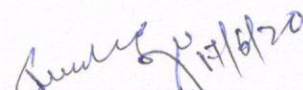
SW.3.1. Vendor should provide a daily report (0:00 hrs to 24 hrs) through web-interface containing the data as given format in Report-I (Annexure-VI).

SW.3.2. Vendor should provide a monthly summary report through web-interface containing the data as given format in Report -II (Annexure-VI).

SW.3.3. Vendor should provide a quarterly summary report through web-interface containing the data as given format in Report -III (Annexure-VI).

SW.3.4. Vendor should provide MIS reports related to SMS service as and when required by WBSEDCL.

SW.3.5. Vendor should be capable of pushing MIS data on daily basis to WBSEDCL. Interface details will be notified later.

  
Chief Engineer, IT & C Cell  
WBSEDCL

**Enclosure:**

- |                 |   |  |
|-----------------|---|--|
| 1. Annexure-I   | : | Bid Proposal                                       |
| 2. Annexure-II  | : | Techno commercial Bid document                     |
| 3. Annexure-III | : | Proforma of Bank Guarantee for Bid Guarantee       |
| 4. Annexure-IV  | : | Format for Bank Guarantee for contract performance |
| 5. Annexure- V  | : | BoQ Format   |
| 6. Annexure-VI  | : | Format of Report                                   |
| 7. Form- I      | : | Mandatory Condition                                |

**ANNEXURE-I**

**West Bengal State Electricity Distribution Company Limited**

**Tender Notice No: WBSEDCL/ IT & C /38.00 /2803 Dated.17/06/2020**

**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,

3<sup>rd</sup> Floor, Block 'D', Vidyut Bhavan.,

Bidhannagar,

Kolkata- 700 091.

Sub. : Invitation to bid for SMS Delivery Service in WBSEDCL

Dear Sir,

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

**3 PRICES AND VALIDITY :**

3.1 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.

3.2 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.

**4 BID GUARANTEE:**

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

5 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:

# ANNEXURE-II

West Bengal State Electricity Distribution Company Limited

Tender Notice No: WBSEDCL/ IT & C /38.00 /2803 Dated.17/06/2020

## Techno-Commercial Bid

Sl No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No
1	Average Annual Turn Over for last three financial years i.e. 2016-17, 2017-18 & 2018-19 must be at least ₹:50 crore	Copy of audited annual accounts for the financial years 2016-17, 2017-18 & 2018-19 should be submitted by the companies and others and turnover certificate duly certified by chartered accountant along with IT returns for the corresponding period.	
2	The vendor other than Network Service Provider should have necessary authorization for providing SMS delivery service. The bidder must submit a copy of valid back to back agreement with leading Network Service Provider that clearly displays the start date and tenure of contract. In case sharing whole contract is not permitted, bidder should share relevant portions displaying contract start date and tenure.	Attested Agreement copies	
3	Must Comply with all statutory obligations.	i. Copy of PAN Card ii. GST certificate to be given for performance of service i.e West Bengal. iii. Registration no of the company	
4	Working experience with having a yearly minimum order value of Rs 1 Crore (Rupees one crore only) in one single order for similar type of job within 2017-2018, 2018-2019 & 2019-2020 financial years	The bidder should submit the documentary proof of orders received.	
5	The 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.	An undertaking in this regard should be provided by the authorized signatory of the bidder.	
6	Comply all formalities as per guideline of TRAI as a SMS service provider for sending bulk SMS.	Self declaration with seal and signature.	
7	Mobile no. provided by WBSEDCL should not be used/shared for any other purpose by the bidder without written permission from WBSEDCL authority.	Self declaration with seal and signature.	

Sl No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No
8	The Bidder should be able to allocate a minimum throughput 500 SMS/sec to WBSEDCL.	Self declaration with seal and signature.	
9	The Vendor shall not have any Conflict of Interest that may affect the Tendering Process.	Self declaration with seal and signature.	

**N.B.:** Each and every 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**



**ANNEXURE-III**

**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /38.00 /2803 Dated.17/06/2020**

**PROFORMA OF BANK GUARANTEE**  
**FOR BID GUARANTEE (Earnest Money)**  
(To be stamped in accordance with Stamp Act)

Ref. No. :

Date:

To

The West Bengal State Electricity Distribution Company Limited  
Vidyut Bhawan  
DJ Block, Sector - II  
Salt Lake, Kolkata - 700 091

Dear Sirs,

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

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

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

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

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

In witness whereof the Bank, through its authorised Officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 201 \_\_\_\_ 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-IV**  
**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /38.00 /2803 Dated.17/06/2020**  
**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 \_\_\_\_\_ 201 \_\_\_\_ at \_\_\_\_\_

Witness :

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Official address)

\_\_\_\_\_  
(Designation with Bank Stamp)

\_\_\_\_\_  
Attorney as per Power of

Attorney No. \_\_\_\_\_

Date \_\_\_\_\_

ANNEXURE-V  
West Bengal State Electricity Distribution Company Limited  
Tender Notice No: WBSEDCL/ IT & C /38.00 /2803 Dated.17/06/2020  
**BOQ Format**

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

Name of Work: SMS Delivery Service in WBSEDCL

NIT Ref No.: WBSEDCL/ IT and C/38.00/ 2803

Dated : 17/06/2020

Name of the Bidder/ Bidding Firm / Company :	
--	--

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	NUM	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder Rs. P	SAC Code	GST Rate in %	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	12	13	18	20	53	54	55
i	SMS Delivery Service									
LOI	Per SMS Rate	960000000	Nos	INR	0.000	9984	18.00	0.00	0.00	INR Zero Only
Total in Figures								0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only								

NOT TO BE QUOTED HERE

**ANNEXURE-VI**  
**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /38.00 /2803 Dated.17/06/2020**  
**Report Format**

**1. Report -I: Daily Report:**

Unique SMS ID	Request Date & Time (DD-MON-YYYY 24HH:MM:SS)	Sub App Id	Mobile Number	Message	Delivery Status	Actual Delivery Date & Time (DD-MON-YYYY 24HH:MM:SS)	Failure reason if any	Remarks

**2. Report -II: Monthly Summary Report:**

Sr. No	Date	Nos. of SMS request for delivered (A)	Nos. of SMS Actually delivered (B)	Nos. of Duplicate SMS within actually delivered SMS (C)	Nos. of undelivered SMS (D=A-B-C)	Valid delivered SMS (E=B-C)

**3. Report -III: Quarterly Summary Report:**

Sr. No	Month (Mon-yyyy)	Nos. of SMS request for delivered (A)	Nos. of SMS Actually delivered (B)	Nos. of Duplicate SMS within actually delivered SMS (C)	Nos. of undelivered SMS (D=A-B-C)	Valid delivered SMS (E=B-C)

Signature of the Bidder with Seal

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

Sl. No.	Item Details	Details		
1	The vendor other than Network Service Provider should have necessary authorization for providing SMS delivery service for that Back to back agreement with Network Service Provider has to be submitted.			
2	Technical API specification documentation manual for sending SMS.			
3	Contact Person with Telephone No., Mobile No., E-mail ID and FAX No. of the Bidder			
4	Communication details of Service Centre.			
5	Permanent Account No. (PAN)			
6	GST Registration No to be given for performance of service i.e West Bengal.			
7	Company Registration No.			
8	Comply all formalities as per guideline of TRAI as a SMS service provider for sending bulk SMS.			
9	The Bidder should able to allocate a minimum throughput 500 SMS/sec to WBSEDCL			
10	The 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.			
11	Working experience with having yearly a minimum order value of Rs 1 Crore (Rupees one crore only) in one single order for similar type of job within 2017-2018, 2018-2019 & 2019-2020 financial years.(only one Single valid order to be uploaded)	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. )
12	Average Annual Turn Over for last three financial years i.e. 2016-2017, 2017-2018 & 2018-2019 must be at least ₹:50 Crore	2016-2017 (in crore)	2017-2018 (in crore)	2018-2019 (in crore)

Signature of the Bidder with Seal