

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



## **WBSEDCL TENDER NOTICE**

### **BID DOCUMENT**

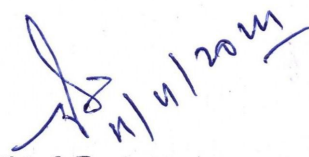
Cost of Bid Document: NIL

**Selection of vendor for the Procurement of IT Infrastructure (PC/Printers/Scanners/SSD etc.) with 03 years comprehensive warranty and Renewal of CAMC of existing IT Infrastructure (PC/Printers etc.) installed at Vidyut Bhavan /Data Centre /Disaster Recovery Centre of WBSEDCL for the period of 03 years.**

*Estimated Project Cost: INR 76 Lakhs (in words INR Seventy-Six Lakhs Only)  
(excluding GST)*

Tender Notice No: WBSEDCL/ IT&C/33.10(i)/609

Dated 11.11.2024

  
Chief Engineer  
IT&C Cell, WBSEDCL

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## **Disclaimer**

This Tender Document (also referred to as "Request for Proposal" or "RFP") is not an agreement and is not an offer or invitation by WBSEDCL to any Bidder other than the one that qualifies, based on evaluation of submitted bids. The purpose of this Tender Document is to provide information to the potential Bidders to assist them in responding to this Tender Document. Though this Tender Document is prepared with sufficient care to provide all required information to the potential Bidders, they may need more information than what has been provided herein. In such cases, the potential Bidder is solely responsible for seeking the information required from WBSEDCL at its own cost. WBSEDCL reserves the right to provide such additional information at its sole discretion. In order to respond to the Tender Document, if required, and with the prior permission of WBSEDCL, the potential Bidder may conduct his/her own study and analysis as may be necessary.

WBSEDCL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the Tender Document. WBSEDCL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

## **About WBSEDCL**

The Government of West Bengal unbundled the erstwhile West Bengal State Electricity Board (WBSEB) into two companies viz., West Bengal State Electricity Distribution Company Limited (WBSEDCL) and West Bengal State Electricity Transmission Company Limited (WBSETCL).

The main business of WBSEDCL is distribution and hydro generation of electricity. It is also the nodal Agency of the Government of West Bengal for undertaking Rural Electrification task in the State with objective of providing access of electricity to all rural households in the state in line with the National Rural Electrification Policy.

Over the years, WBSEDCL has been continually evolving to position itself as a leading Power Utility services organization of the Country. In the changing landscape, post recent global slowdown, it is anticipated that demand for electricity will change rapidly and expectations will also increase exponentially. WBSEDCL continually strives to enhance the quality of services delivered to its customers. WBSEDCL provides quality power to a gargantuan customer base of more than 2.18 crore across West Bengal through its service network spanning 5 Zones, 21 Regional Offices, 77 Distribution Divisions and 536 Customer Care Centers.

These are indeed exciting times for the Company, given its rapid progression from providing engineering solutions, to solving complex customer challenges, to providing innovative solutions. WBSEDCL has implemented Enterprise Resource Planning - SAP in Financial Accounting & Control, Material Management, HR with Payroll, Plant Maintenance and Project System.

After successful implementation of Purulia Pumped Storage Project in 10th Plan period with a capacity of 900 MW hydel power, the Company has taken up the ambitious plan of implementing Turga Pumped Storage Project in the 13th Plan period with installed capacity of 4 x 250 MW.

For solving complex customer challenges and for providing more efficient service to the consumers, a Project titled Integrated Power Development Scheme for strengthening of sub transmission and Distribution networks, metering of Distribution transformers etc. in the urban areas has been implemented. A program for system improvement under Sech-Bandhu Scheme has also been conceived for rural areas.

WBSEDCL is innovating and embarking upon an IT-enabled system across the organization to ensure greater engineering predictability and to position itself into the best utility in the country in terms of customer service, efficiency and financial viability.

## **Objective of the RFP**

West Bengal State Electricity Distribution Company Limited, invites e-tenders for Selection of vendor for the Procurement of IT Infrastructure (PC/Printers/Scanners etc.) with 03 years comprehensive warranty and Renewal of CAMC of existing IT Infrastructure (PC/Printers etc.) installed at Vidyut Bhavan /Data Centre /Disaster Recovery Centre of WBSEDCL for the period of 03 years.

Detail "Scope of Work" and other terms and conditions furnished in the different clauses of the bid document. WBSEDCL will finance the entire work as stipulated under scope of work in the Bid documents.

**Section: 1**  
**Instruction to Bidders (IB)**

**IB.1. General:**

West Bengal State Electricity Distribution Company Limited, hereinafter referred to as WBSEDCL and as the Purchaser, for better Customer Service, intends to hire the service of the IT infrastructure supplier and CAMC vendor to maintain the Infrastructure and other associated system and also for enhancing customer convenient levels and overall inter-organization efficiency. WBSEDCL has been a frontrunner in implementing various IT enabled products. WBSEDCL invites e-tender from intending vendors for procurement of the IT assets and effective and efficient CAMC service of the hardware mentioned in this NIT.

Bidders are advised to study this document carefully. Submission of RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This RFP document is not transferable. This document must be read in its entirety.

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

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

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

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

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

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

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

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

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

**IB.3. Eligible Bidders:**

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

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

**IB.3.3.** Bidders must fulfill eligibility criteria as per Annexure-II.

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

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

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

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

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

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

**IB.4.6.** Sub-contracting or outsourcing of this contract is strictly not allowed.

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

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

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

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

Sl No.	Action	Date & Time
1.	Publishing Date	14.11.2024 at 14:30 Hrs.
2.	Document Download start date	14.11.2024 at 14:30 Hrs.
3.	Last date of Receiving Pre-Bid Clarification	21.11.2024 at 14:30 Hrs.
4.	Pre-bid Meeting	26.11.2024 at 12:00 Hrs.
5.	Bid submission Start date	29.11.2024 at 14:30 Hrs.
6.	Bid submission last date	10.12.2024 at 14:30 Hrs.
7.	Last date of physical submission of EMD (BG)	10.12.2024 at 14:30 Hrs.
8.	Technical Bid opening date	16.12.2024 at 14:30 Hrs.
9.	Financial Bid opening date	Will be informed to eligible bidders

If any '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.7. Pre-Bid Discussion:**

Pre-bid Meeting will be organized as per the key date mentioned in **IB.6.** in the below mentioned venue:

**Conference Room, Office of Chief Engineer, IT & C Cell,  
3rd Floor D-Block, Vidyut Bhavan, Block-DJ, Sector-II  
Bidhanagar, Kolkata - 700091, West Bengal.**

If there be any discrepancy or obscurity in the meaning of any clause in NIT then such queries must be sent to Chief Engineer, IT & Communication Cell through following email: [itcell@wbsecl.in](mailto:itcell@wbsecl.in) before last date of receiving pre-bid clarification mentioned in NIT so that appropriate clarifications can be given to intending bidders. However, sending queries are not mandatory and will not be cause for disqualification of the bidders.

**IB.8. 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.**

If any changes are decided by the tender committee based on the query received from the bidders or based on the discussion made in the pre-bid meeting, the same will be uploaded in the website <https://wbtenders.gov.in> and no other communication shall be made afterwards. The clarification given shall be final and binding on the bidder.

**IB.9. Amendment / Addenda of Bidding Documents:**

**IB.9.1.** At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective bidder, amend the bidding document.

**IB.9.2.** The amendment will be notified in writing through e-tendering website (<https://wbtenders.gov.in>) and will be binding on prospective bidders. Bidders shall keep a track of any such amendment and it will be assumed that information contained therein has been considered by the bidder in its bid.

**IB.9.3.** In order to provide a reasonable time to prospective bidders for taking the amendment into account in preparing their bid, WBSEDCL may, at its discretion, extend deadline for submission of bids without citing any reason. In such cases, WBSEDCL will notify about extended deadline to all prospective bidders in writing through e-tendering website (<https://wbtenders.gov.in>).

**IB.10. Language of the Bid:** Bid prepared, all correspondences and documents relating to the bid exchanged by bidder and WBSEDCL shall be written in English language only.

## **IB.11. Submission of Tenders:**

### **IB.11.1. General process of submission:**

**IB.11.1.1.** Tenders shall be submitted online through website <https://wbtenders.gov.in>. All documents uploaded by tender inviting authority form an integral part of the contract. Bidders are required to upload all tender documents along with other documents, as asked for in the tender, through above mentioned website within stipulated date and time as given in this document. Tenders shall be submitted in two folders, namely, technical proposal and financial proposal. Bidder shall carefully go through all the documents uploaded by tender inviting authority and prepare requisite documents and upload a scanned copy in portable document format (PDF) at designated locations in e-tender website.

**IB.11.1.2.** Bidder shall download forms/annexures/BOQ, fill up the particulars in designated cells and upload the same in designated location in e-tender website. Original copies of uploaded documents must be submitted for physical verification if asked by tender inviting authority at the time of technical evaluation.

**IB.11.1.3.** Documents uploaded should be virus scanned and digitally signed using Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the tender and upload the latest document(s) as part of the bid.

#### **IB.11.1.4. Earnest money [Bid Guarantee]:**

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

2. A bid guarantee of **INR 1,90,000/- (Rupees One Lakh Ninety Thousand only)** shall be submitted through online mode in e-tender website. Bid guarantee may also be submitted through Bank Guarantee (BG).

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

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

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

ii. If successful bidder(s) fail(s) to accept the order unconditionally as per "**Acceptance of LoA**" clause of bid document or fail(s) to furnish contract performance bank guarantee (PBG) as stipulated in PBG or fail(s) to furnish additional performance bank guarantee as stipulated in "Additional Performance Bank Guarantee" clause of bid document.

iii. If successful bidder(s) fail(s) to extend the validity period of EMD if required during the tendering process.

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

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

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

i. Net-banking through Payment Gateway.

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

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

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

**d. General Instructions for Online Payment:**

- Bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
- Status of NEFT/RTGS payment through Challan for a bid may take time (approx. 24 Hrs.) to get updated in e-tender portal. As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case, total actual

EMD amount is to be paid only through NEFT/RTGS mode (challan mode).

- Bank account used for payment of EMD by the bidder shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

**e. General Instructions for EMD submission through BG:**

- Earnest Money Deposit may be submitted through an irrevocable bank guarantee (BG) prepared in **favor of WBSEDCL** from any scheduled bank of RBI.
- Issue date of BG shall be after NIT publication date.
- BG shall be submitted as per format in **ANNEXURE-VI**.
- Initially it shall remain valid for a period of 180 (one hundred eighty) days from the date of opening of the bid document mentioned elsewhere in this NIT and shall be extended during the course of evaluation of bid, if requested by WBSEDCL.
- Under SFMS Platform. WBSEDCL Bank Details for preparation of BG for EMD are as follows:

**Beneficiary Name:** West Bengal State Electricity  
Distribution Company Limited (WBSEDCL)  
**Bank:** PUNJAB NATIONAL BANK  
**Branch:** MAYUKH BHAVAN Branch  
**A/C No:** 1096250031639  
**IFSC code:** PUNB0109620

**For offline BG :**

**Beneficiary Name:** West Bengal State Electricity  
Distribution Company Limited (WBSEDCL)  
**Bank:** Punjab National Bank  
**Branch:** Mayukh Bhavan Branch  
**A/C No:** 1096202100000241  
**IFSC code:** PUNB0109620

- Original copy of BG for Earnest Money Deposit shall be submitted in the following office strictly within timeline given in NIT:  
**Office of Chief Engineer, IT & C Cell,  
3rd Floor D-Block,  
Vidyut Bhavan,  
Block-DJ, Sector-II  
Bidhanagar, Kolkata - 700091**
- Original BG i.r.o EMD shall be submitted in a sealed envelope at address as stated above within date and time as specified in NIT. If bidder fails to submit original BG within timeline

specified in NIT, the bid will not be considered for evaluation and hence rejected.

**f. Refund/Settlement of EMD Amount:**

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

- g. Successful bidder(s) shall have to mandatorily create vendor id through WBSIEDCL Vendor Corner at [www.wbsiedcl.in](http://www.wbsiedcl.in), if not created earlier.**

**IB.11.2. Technical Proposal:** Technical proposal shall contain all the following documents in a pdf file in order given below. Tenders submitted without any of these documents will be treated as incomplete and liable to be rejected.

**IB.11.2.1.** Power of attorney for being signing authority of the bid.

**IB.11.2.2.** Payment Confirmation details for Earnest Money Deposit (EMD).

**IB.11.2.3. Signed copy of NIT:** All pages of NIT including Annexure(s) signed by authorized person along with seal of the bidder shall be submitted.

- IB.11.2.4. Signed copy of Addenda or Corrigendum**, if published by WBSEDCL, shall be submitted. Bidders shall keep a track of all the corrigendum and addendum uploaded by WBSEDCL related to this tender.
- IB.11.2.5.** Bid Proposal in format as prescribed in **Annexure-I** of NIT.
- IB.11.2.6.** Mandatory Conditions in format as prescribed in **Annexure-II** of NIT. It shall be filled up properly by the bidder. **It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.**
- IB.11.2.7.** Scanned copy of Bank Guarantee (BG) towards EMD in format as prescribed in **Annexure-VI** of NIT, **in favor of WBSEDCL payable at Kolkata** from any scheduled Bank of RBI. Issue date of BG shall be after NIT publication date. This clause will be applicable only for cases where Earnest Money Deposit (EMD) has been submitted through BG.
- IB.11.2.8.** Price Schedule in unpriced condition (**Vide Annexure -V**).
- IB.11.2.9.** Declarations given in **Annexure -IX** shall be signed by authorized person along with seal of the bidder and submitted accordingly.
- IB.11.2.10.** Escalation matrix in Annexure-IXV shall be properly filled-in, signed and submitted.
- IB.11.2.11.** Agreement for third part access security policy of WBSEDCL & Non-Disclosure Agreement (NDA) as per **Annexure-XI** shall be properly filled-in, signed and submitted.
- IB.11.2.12.** Copy of Corporate Identification Number (CIN) of the bidder.
- IB.11.2.13.** Copy of PAN of the bidder.
- IB.11.2.14.** Copy of GST Registration Certificate of the bidder along with 2 years GST return documents.
- IB.11.2.15.** Copy of Balance Sheet and Profit & Loss Statement duly certified by Chartered Accountant or published Audited Annual Reports for Fiscal Year **2023-24, 2022-23, 2021-22** Minimum Average Annual Turnover for in each of the above fiscal years must be at least INR 2 (Two) Crore.
- IB.11.2.16.** Copy of Net Worth certificate issued by Chartered Accountant for Fiscal Year **2023-24, 2022-23, 2021-22** Net-Worth must be positive for Fiscal Years **2023-24, 2022-23, 2021-22**.
- IB.11.2.17.** Copy of Liquid Asset certificate issued by Chartered Accountant for Fiscal Year **2023-24, 2022-23, 2021-22**. Liquid Asset must be at least 25% or more of the estimated cost for Fiscal Years **2023-24, 2022-23, 2021-22**. **Copy of Income Tax Return for Assessment Year 2023-24, 2022-23, 2021-22**
- IB.11.2.18. Manufacturer's Authorization Form (MAF):** The bidder (except OEM) shall submit Manufacturer's Authorization Form as mentioned in the NIT, i.r.o. the quoted equipment to be procured.

**IB.11.2.19. Eligibility and Work Experience:**

- i. Bidder must have experience of **handling of Similar kind of procurement and AMC Service** as mentioned in the NIT.
- ii. To comply with the eligibility and work experience the annexures must be duly filled, up, signed and uploaded with the bid along with necessary supporting documents and certificate from order issuing authority. It shall contain proper details for verification by WBSIEDCL.
- iii. If tender inviting authority is not satisfied with documentary evidence of the order, the bid may be rejected.

**IB.11.2.20.** Bidder must have a valid ISO 27001:2013 or higher, ISO 9001:2015 as on bid submission date.

**IB.11.3. Financial Proposal:** The financial proposal shall contain **Bill of Quantity (BOQ)** as per **Annexure V format**. Bidder has to quote the rate online in space marked for quoting rate in BOQ. Bidder shall mention offered quantity and applicable percentage, if applicable. (Only downloaded copies of the above document should be virus scanned, digitally signed and uploaded by the bidder).

**IB.12. Conditional and incomplete tenders are liable to summary rejection.**

**IB.13. Late Submission of Bid:** Bidder shall take all possible measures to submit the bid within the schedule date & time prescribed elsewhere in the bidding document. Late submission of bid and supporting documents for whatever reason will not be accepted.

**IB.14. Validity of Tender and Offer:** Offer against tender shall remain valid for a minimum period of 180 (One hundred eighty) days from next day of opening of the tender mentioned elsewhere in this NIT. However, WBSIEDCL 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.

**Opening and evaluation of tender:**

**IB.14.1. Opening of Technical Proposal**

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

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

Intending bidders may remain present, if they desire.

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

**IB.14.2. Evaluation of Technical Proposals**

In this stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of SOW and SLA, proposed methodology and Work Plan

etc. as mentioned in this NIT. Technical Evaluation will be made based on the information provided by the bidders against the Annexures of this NIT. Only technically qualified Bidders as per the Technical evaluation criteria shall be declared as qualified for evaluation of their Financial Proposals.

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

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

#### **IB.14.3. Opening of Financial Proposal**

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

Encrypted copies will be decrypted and rates will be read out to bidders remaining present at that time of the financial bid opening.

Tender inviting authority, if feels appropriate, may ask any of the bidders to submit analysis for justification of rate quoted by that bidder. Deviation in any form in price-bid sheet will be unacceptable. For any discrepancy in amount of figures and words, quoted amount in figure will prevail.

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

#### **IB.14.4. Evaluation of Financial Proposal**

In this stage, the financial evaluation will be carried out of the technically qualified bidders. Each Financial Proposal will be checked and The Lowest Financial Proposal will be marked as L1.

**IB.14.5.** The second highest Bidder (L2) shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Bidder (L1) withdraws, or fails to comply with the requirements.

#### **IB.15. Signing of Bids:**

**IB.15.1.** Bid should be downloaded from website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) and signed by a person(s) duly authorized by the bidder.

**IB.15.2.** To be qualified for evaluation and finalization of contract, bidder(s) shall submit a written power of attorney, authorizing the signatory of the bid to act on behalf of the bidder in the form and manner which is acceptable by WBSEDCL.

**IB.15.3.** All pages of the bid and where, entries/ amendments have been made, should be signed by the person/persons signing the bid.

**IB.15.4.** Complete bid should be without alterations, interlineations or erasers, except those to accord with instructions issued by WBSEDCL or as necessary to correct errors made by bidders. Such corrections should be initialed by the person(s) signing the bid. Bids which are not duly signed will be treated as cancelled.

**IB.16. Conflict of Interest:**

**IB.16.1.** Bidder should not have any conflict of interest that can affect the tendering Process. Any bidder found to have a conflict of interest will be disqualified. In the event of disqualification, bid security of the bidder will be forfeited for the time, cost and effort of the authority including consideration of such bidder's proposal, without prejudice to any other right or remedy that may be available to authority hereunder or otherwise.

**IB.16.2.** Any bidder will be found to have a conflict of interest if his near relative is posted as any employee/officer in any capacity in WBSEDCL and associated with tender inviting authority.

**IB.16.3.** Any bidder will be found to have a conflict of interest if any employee of the bidding firm/company has developed a financial or other interest with any employee/officer of WBSEDCL associated with tender inviting authority during execution of the contract.

**IB.16.4.** Any bidder will be found to have a conflict of interest if the bidder has a relationship with other bidder(s) directly or through common parties that puts them in a position to have access to each other's information or influence the tendering process of either or each of the other bidder.

**IB.17. Acceptance of Tender:** V1 bidder's valid rate will normally be accepted. However, tender accepting authority does not bind itself to do so and reserves the right to reject any or all the bids, for valid reasons. Moreover, conditions mentioned under clause IB.18 will also be considered while accepting bids.

**IB.18. Concession:** No price preference will be allowed to any bidder based on the size of the industry or its geographic location. Co-operative Society/ MSMEs will not be considered with separate status.

**IB.19. Issue of LOA:** WBSEDCL will award the contract (LoA) to the successful bidder(s) whose bid has been determined substantially responsive and the most suitably 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.20. Purchase Order:** Purchase order(s) will be issued against LOA considering nature of expenditure.

**IB.21. Acceptance of LOA:** Successful bidder should 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. Failure to compliance will be liable for cancellation of order and forfeiture of bid guarantee submitted by the bidder.

**IB.22. Execution of Contract Agreement:** Contract Agreement, as per Annexure-XII, on non-judicial stamp paper worth INR 100 shall be executed within 28 (twenty-Eight) days from the date of

issuance of LoA. Date of execution of contract agreement shall be considered as commercial go-live of the Project.

**IB.23. Right to reject Bids:**

**IB.23.1.** WBSEDCL reserves right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) reason for WBSEDCL's action.

**IB.23.2.** 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.24. 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.25. Mandatory Condition:** All clauses mentioned under IB 11.2 shall mandatorily be complied by intending bidders for qualification.

**IB.26. Legal Jurisdiction:** The necessary judicial affairs and/or Court Case will be exclusively within the jurisdiction of Calcutta High Court only.

**IB.27. Communication:** Successful vendor, for communicating with WBSEDCL, for this job may use following modes. Email- [itcell@wbasedcl.in](mailto:itcell@wbasedcl.in)

**IB.28. Representatives of Successful Bidder:**

**IB.28.1.** Successful bidder should nominate one person exclusively for this project from commencement to completion as a Nodal Officer with whom WBSEDCL will contact on all matters related to this order.

**IB.28.2.** The vendor shall specifically furnish to WBSEDCL, the name, designation, Telephone no. including mobile no., email address of such person.

**IB.28.3.** Alongside, successful bidder shall also share one Escalation Matrix containing name, designation, mobile number and email id for designated persons at each level.

**IB.28.4.** Successful bidder shall arrange to depute Onsite Support as detailed/ mentioned in the NIT. Moreover, support personnel engaged in this project shall be an employee in direct payroll of the bidder.

**IB.28.5.** Successful bidder shall provide complete Support during the contract period on all days.

**IB.29. Time Schedule:** The entire activity as per scope of work shall start after issue of LOA. Date of issue LOA or any date jointly agreed by WBSEDCL and the selected vendor shall be considered as zero date.

## **Section: 2**

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

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

- GTC.1.1.** WBSEDCL reserves right to review bidder's capability and capacity to perform the work before awarding Contract, without assigning any reason whatsoever.
- GTC.1.2.** The bidder has to furnish all the information as required regarding their offer.
- GTC.1.3.** Quotation from any sub-vendor will not be entertained.
- GTC.1.4.** Any form of consortium/ Joint ventures will not be allowed.
- GTC.1.5.** The bidder shall satisfy WBSEDCL with his ability to perform the procurement and AMC service activities.
- GTC.1.6.** 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.
- GTC.1.7.** WBSEDCL reserves right to cancel the tender during its processing without showing any reason whatsoever.
- GTC.1.8.** Decision of WBSEDCL on all matters will be final & binding on the bidders.
- GTC.1.9.** The Bidder Must have an office establishment in Kolkata, West Bengal or agree to establish office in Kolkata within 3 months if selected.

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

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

#### **GTC.3. Risk Purchase / Performance**

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

#### **GTC.4. Limitation of liability**

- GTC.4.1.** Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay liquidated damages to WBSEDCL, and
- GTC.4.2.** Except in cases of gross negligence or willful misconduct, the aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment/solutions with respect to patent infringement.

**GTC.5. Contract Period:**

**GTC.5.1.** The contract will remain valid for the period of 03 Years from the subsequent zero date i.e. date of start of Warranty of Newly procured H/W and starting date of AMC contract or any date mutually agreed by WBSEDCL and the selected bidder.

**GTC.5.2.** Quarterly payment will be released for AMC service. Contract period will start from zero date and will remain valid for a period of 3 (three) years for AMC service.

**GTC.6. Price:**

**GTC.6.1.** Quoted unit rate will remain firm throughout the period of contract. Incomplete or partial quotation will not be accepted and such will be liable to be rejected.

**GTC.6.2.** GST or its substitute tax as per the existing law or substituted law will be payable on over or above the quoted rate as applicable as per the rules prevailing in India.

**GTC.6.3.** Price evaluation will be made on total price as submitted by the bidder in the BOQ (as per Annexure-V format)

**GTC.7. Taxes, Duties and other levies:**

**GTC.7.1.** Bidder will be solely responsible for taxes that may be levied on the vendor's persons or on earning of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the employer. WBSEDCL shall not take any responsibility whatsoever regarding taxes under Income Tax Act, for the Vendor or his personnel.

**GTC.7.2.** GST or its substitute tax as per the existing law or substituted law will be payable on over or above the quoted rate as applicable as per the rules prevailing in India.

**GTC.8. Cancellation/Termination of Contract**

**GTC.8.1.** WBSEDCL shall have the right to repudiate the contract if the work is not being performed as per satisfaction of WBSEDCL. The following causes may also lead to cancellation of LOA.

- Non-acceptance of LOA as per "Acceptance of LoA" clause.
- Non-submission of Performance BG/ Additional Performance BG within time mentioned.
- If supply, Delivery, Installation of the IT Items are not done within specified timeline as mentioned in the LOA.
- If failed to perform the AMC work or to manage warranty with OEM.
- If Sufficient key experts/Manpower not provided during the work execution.
- In each above cases 15 days' termination notice shall be issued prior to termination of LOA.
- If conflict of interest found.
- If NDA not agreed and signed by the bidder.

**GTC.8.2.** WBSEDCL reserves right to terminate the contract either in part or whole due to reasons of non-compliance of stipulated activities for different clauses under this contract or any other reason felt appropriate by controlling officer of this project. In such an event, WBSEDCL will give 15 (fifteen) days' notice period in writing to the vendor of his decision to do so.

**GTC.8.3.** 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.9. Performance Bank Guarantee:**

**GTC.9.1.** As Contract Guarantee, successful bidder shall furnish a Performance Guarantee in the form of unconditioned & irrevocable Bank Guarantee amounting to 10% of the total awarded contract price from any Scheduled Bank of RBI as per enclosed proforma (Annexure-VII) to guarantee faithful execution of the order in accordance with the terms and conditions stipulated in the order. BG shall be issued under SFMS Platform. WBSEDCL Bank Details for preparation of PBG:

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

**Bank:** Punjab National Bank

**Branch:** Mayukh Bhavan Branch

**A/C No:** 1096202100000241

**IFSC code:** PUNB0109620

**GTC.9.2.** Performance Guarantee shall cover the contract period for satisfactory performance. For any failure towards satisfactory performance on the part of the vendor, Bank Guarantee will be liable for encashment and forfeiture.

**GTC.9.3.** Performance Guarantee furnished in any other form will not be accepted.

**GTC.9.4.** Performance Guarantee will not carry any interest.

**GTC.9.5.** The above Performance Guarantee shall be submitted within 45 (forty-five) days from the date of issue of LoA and remain valid up to ninety (90) days beyond the contract period. Claim period of the bank guarantee shall be 180 days beyond validity date.

**GTC.9.6.** In case the contract is renewed, the successful bidder shall extend the validity of the Performance Bank Guarantee for a further period of ninety (90) days beyond the renewed contract Period. Accordingly, claim period shall be extended to 180 days from new validity date.

**GTC.10. Additional Performance Bank Guarantee:**

**GTC.10.1.** An additional performance guarantees equivalent to 10% of the tendered amount has to be submitted by successful bidder if the bid is in the range of -20% to -80% of the estimated rate.

**GTC.10.2.** The additional performance guarantee shall be submitted in the form of a Bank Guarantee from any scheduled bank of RBI as per the format enclosed in Annexure VIII. BG shall be issued under SFMS Platform. WBSEDCL Bank Details for preparation of BG:

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

**Bank:** Punjab National Bank

**Branch:** Mayukh Bhavan Branch

**A/C No:** 1096202100000241

**IFSC code:** PUNB0109620

**GTC.10.3.** The additional performance guarantee shall cover the contract period for satisfactory performance. For any failure towards satisfactory performance on

the part of the vendor, Bank Guarantee will be liable for encashment and forfeiture.

**GTC.10.4.** Additional performance guarantee submitted in any other form will not be acceptable.

**GTC.10.5.** Additional performance guarantee will not carry any interest.

**GTC.10.6.** Additional performance guarantee shall be submitted within 45 (forty-five) days from date of issue of LoA. It shall remain valid up to ninety (90) days beyond the contract period. Claim period of the bank guarantee shall be 180 days beyond validity date.

**GTC.10.7.** In case the contract is renewed, the successful bidder shall extend the validity of the additional performance guarantee for a further period of ninety (90) days beyond the renewed contract Period. Accordingly, claim period shall be extended to 180 days from new validity date.

**GTC.10.8.** WBSEDCL will intimate successful bidder(s) regarding submission of additional performance guarantee after completion of financial evaluation process of the tender.

**GTC.10.9.** The PBG/ additional PBG shall be submitted to:

**The Chief Engineer, IT&C Cell, 3rd Floor, 'D' Block, Bidyut Bhavan, WBSEDCL.**

**GTC.11. 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. WBSEDCL will not take any additional liability towards enhanced taxes, duties and price variation due to force majeure condition.

**GTC.12. NDA & third part access security policy**

Agreement for third party access security policy of WBSEDCL as per Annexure-X shall be properly filled-in, signed and submitted. Signed Annexure-XI for Non-Disclosure Agreement (NDA) shall be submitted. Additionally, the successful bidder needs to sign Non-Disclosure Agreement (NDA) as per Annexure-XI with WBSEDCL before commencement of the work.

**GTC.13. Establishment of site office**

Successful bidder should establish an site office at Kolkata for continuing the service from Kolkata within one month from the placement of LOA if not available already.

**GTC.14. Terms of payment:**

**GTC.14.1. For Procurement of IT Equipment:**

GTC.14.1.1. No advance payment will be made.

GTC.14.1.2. Payment shall be made in Indian Rupee only.

GTC.14.1.3. Full payment against new IT equipment with GST will be made after supply, delivery, installation of PCs along with submission of documents, licenses, Software CDs (if any), and installation certificates and on submission of valid PBG.

- GTC.14.1.4. The bills should be submitted to the office of the Chief Engineer, IT&C Cell, 3rd Floor, Block-D, Bidyut Bhavan, Salt Lake City, Kolkata - 700091. in triplicate.

**GTC.14.2. For comprehensive AMC of the Existing IT Equipment**

- GTC.14.2.1. No advance payment will be made.
- GTC.14.2.2. Payment shall be made in Indian Rupee only.
- GTC.14.2.3. The AMC charges shall be paid by WBSEDCL on quarterly basis at the end of each three-monthly periods from the date of start of AMC Service (Zero Date). The payments will be made after deducting LD/penalties if any, based on the SLA and other MIS reports and also on submission of valid PBG.
- GTC.14.2.4. The quarterly bills should be submitted to the office of the Chief Engineer, IT&C Cell, 3rd Floor, Block-D, Bidyut Bhavan, Salt Lake City, Kolkata - 700091. in triplicate.
- GTC.14.2.5. The bills must accompany certificates from the respective module heads/nodal officer of each of the functional area as mentioned in the scope of work countersigned by the controlling officer.

**GTC.15. Service Level Agreement (SLA) and Liquidated Damage (LD):**

- GTC.15.1.** The purpose of this SLA is to clearly define the levels of service to be provided by bidder to WBSEDCL for the entire service period of this contract until this SLA has been amended. The Detailed SLA parameters have been described in Annexure- IV (SLA). SLA may be reviewed and revised according to the need of WBSEDCL. Bidder shall strictly provide service as defined in Scope of Work, in accordance with the other clauses of the tender document. **The bidder will be fully responsible to maintain the SLA strictly. To maintain the service as per the SoW, the bidder may require to engage additional resources than the minimum requirement without any extra/additional cost to WBSEDCL.**

Service related calls will be logged by WBSEDCL officials/selected AMC vendor in WBSEDCL's Incident Management System. Details of the calls also to be registered in the Incident Management System. Selected bidder must resolve the incidents in accordance to the SLA by managing and responding to the incidents in WBSEDCL's Incident Management system.

In case the Supplier does not meet the service levels as mentioned in the SLA, WBSEDCL may treat it as a case of breach of SLA. Upon unsatisfactory AMC-service, the following steps will be taken: -

- WBSEDCL may issues a show cause notice to the Bidder. Bidder should reply to the notice within three working days.
- If WBSEDCL authorities are not satisfied with the reply, WBSEDCL may initiate termination process as mentioned in the "Cancellation/Termination of Order" Clause.

The recording of downtime shall commence at the time of registering the call/incident in Incident Management System. Downtime shall end when the problem is rectified/ incident is resolved. Down time will be calculated as per the resolution time and priority mentioned in the SLA. The report from Incident management tool will be considered for SLA calculation.

In case of SLA/Penalty/LD imposed if any, the amount calculated shall be deducted/adjusted from any pending bills or from Performance Bank Guarantee of the bidder. In case of termination of LOA as per "Cancellation/ Termination of Order" clause, WBSEDCL will engage third party for the maintenance of items and related service. The difference in cost of procurement and CAMC for engagement of third party will be deducted from outstanding bill /BG lying / to be lying with WBSEDCL.

If the bidder fails to deliver the IT equipment as indicated in SOW, WBSEDCL may recover from Bidder @0.5% (half percent) amount of proportionate order value or part thereof as Liquidated Damage and same amount i.e. @0.5 % (half percent) amount of proportionate order value per week or part thereof as Liquidated Damage. The maximum value of LD would be 10% (ten percent) Of order value.

**GTC.16. Detail Address of Service Locations:**

- Central Data Center, WBSEDCL, Behind DLF-1 Building, Beside 33/11 KV Sub Station, Street No:41, Action Area-1, Newtown, Rajarhat.
- Disaster Recovery Data Centre, Kalikapur Road, Opposite North Bengal State Transport Corporation Bus Stand, Gar Berhampore Murshidabad-742101.
- IT&C Cell, Vidyut Bhavan, 3rd Floor, Block-D, Saltlake City, Kolkata - 700091.

**GTC.17. WBSEDCL Personnel for Liaison:**

**GTC.17.1.** Controlling Officer: Addl. Chief Engineer, IT & C Cell, WBSEDCL

**GTC.17.2.** Supervising & Nodal Officer: Site In-charge of Respective offices (DC/DRC/VB etc) or as nominated by CE, IT&C Cell.

**GTC.17.3.** Paying Authority: Manager (F&A), IT&C Cell, WBSEDCL.

**Section: 3**  
**Scope of Work (SoW)**

**New Procurements:**

Supply, delivery, installation and commissioning of IT items i.e. PC/Printers etc, including 3 (Three) years warranty service as indicated hereunder:

IT ITEMS	QUANTITY
DESKTOP COMPUTERS	50 Nos.
LAPTOP COMPUTERS	03 Nos.
PRINTERS CUM SCANNERS	10 Nos.
EXTERNAL SSD 2TB	03 Nos.

<u>Particulars</u>	<u>Time of Completion</u>
Consideration of zero date for IT Item Procurement	Date of issuance of LOA shall be considered as zero date.
Supply & delivery and installation of IT Items	<b>Within 08 Weeks from Zero date</b>
Warranty period start date	Date of successful installation of IT Items
Warranty period end date	3 (Three) calendar years from warranty period start date.

**SW1. Supply & Delivery of Items: -**

- i. Transport, on site supply, delivery, installation & commissioning of IT items i.e. PC & accessories including system software in DC/ DRC/ Vidyut Bhavan, WBSEDCL.
- ii. The on-site Installation and Configuration of Client PCs/laptops (O.S. & other system software) and printers.
- iii. Installed O.S. & other system software for Client PCs may be re-installed & re-configured without any extra cost to WBSEDCL if it is required during entire contract period.
- iv. Integration & tuning of the entire system for optimum performance and trouble-free operation at each location.
- v. Necessary CD media and instructions i.r.o. Antivirus Software shall be provided by WBSEDCL. Successful bidder would install & configure Antivirus Software, Microsoft office etc at each Client PC at each location at the time of installation. Media i.r.o. OS need to be handed over to WBSEDCL.
- vi. Performance test run of the PC/Printers/ Lap system for fine tuning.
- vii. Maintenance of the entire system, in totality during warranty period at all the locations.

**SW2. Documents to be supplied:**

- I. All the software (including O.S.) to be supplied by the Contractor must be in CD/DVD media.
- II. Paper license of all the software to be installed at each location.
- III. OEM Certification indicating machine serial Number.
- IV. MAF /warranty Cards/ undertaking by bidders for 03 years comprehensive service

**SW3. Repeat Order:** With due consent of the bidder WBSIEDCL may place Repeat Order within a period of one Year from the date of completion of order to cover approximately 25% ( CV) of the ordered quantity on successful performance of the contract and on the need of the WBSIEDCL, on the basis of existing rates, terms and conditions.

**SW4. Detail Technical Specification:****SW4.1. Desktop PC and Laptops :**

Sl. No.	Item	Feature	Required Specification
1	Architecture	i) Type	Desktop PC
		ii) Make	HP/ Dell / Lenovo or Equivalent
		iii) Bus type / architecture	PCI
2	Processor	i) CPU CHIP	Multi Core X86 Processor or higher
		ii) Processor internal clock speed	i7, 12 <sup>th</sup> Generation or equivalent, 3 GHz or higher
		iii) L2/L3 Cache	16 MB or higher
3	Memory	i) Memory (RAM)	16 GB or higher
		ii) Memory (RAM) max expandability	32 GB or more
		iii) RAM speed	3000 MHz or higher
		iv) RAM type	DDR4
4	Board	Mother Board	Compatible Mother Board of same OEM as of Processor with OEM logo embossed on the Mother board.
		Revision Level	Management agent should show the revision level

5	SSD	i) Size	1 TB, should have Capability to install the SSD for later upgradability along with HDD
		ii) SSD controller	Integrated SERIAL ATA II
		iii) SSD Exp Option	Option to add 2nd Serial ATA - Required
6	Graphics subsystem	i) Type	built-in on the chipset
		ii) Video RAM	Shared
		iii) Resolution	1920x1080 or better
		iv) Graphics bus interface	Integrated Graphics Media accelerator, Additional graphics card slots
7	Monitor (Asset Controlled )	Monitor	19.5 " LED, Minimum. Resolution 1920 x 1080
8	Keyboard	Type	104 Keys USB keyboard
9	Pointing device	Mouse	2 Button USB Optical Scroll Mouse
10	Inbuilt WIFI	Inbuilt WIFI	Standard.
11	Ports and Interfaces	i) Serial Port	1
		iii) Serial ATA Interface	4
		iv) Parallel ATA IDE Interface with UDMA 33	1
		v) USB Ver. 3.1 or higher	At least 4 out of which 2 on front
		vi) Graphic Media Accelerator Display	1
		vii) Audio Stereo input	1
		VII) Audio Stereo output	1
		ix) Microphone	1
12	Expansion options	i) Slots	
		a) PCI Slots Conventional	2 Free Slots Minimum
		b) PCI Express x1 Slot	1 Free Slot Minimum
		c) PCI Express x16 Slot	1 Free Slot Minimum

		ii) 3.5 inch bays -accessible	1 or more
		iii) 3.5 inch bays -not accessible	1 or more
		iv) 5.25 inch bays -accessible	2 or more
13	Manageability & Standards	i) Plug & Play	Yes
		ii) Power management features ACPI 1.0	Yes
		iii) EPA Energy Star compliant	Yes
14	Security features	i) Boot sequence control	Yes
		ii) Power on/ Boot password	Yes
		iii) Configuration Password	Optional
		iv) Setup password	Yes
15	Audio	i)ADDA	Integrated 4 channel High Definition audio
		ii) Sampling Rate	5 KHz to 44 KHz or better
		iii) Synthesizer	4 channel or better
		iv) Internal Speakers	To be provided - 1.5 W Minimum
16	Network Connectivity	a) Type	Integrated Gigabit (10/100/1000 NIC) Ethernet LAN Connection
		b) Support type	Wake on LAN support
		c) Connector	RJ45
17	O.S.	Windows 11 professional.	Latest version
			a) Recovery CDs containing all required drivers and patches
			b) OS CDs/DVDs with License declaration

		S/W Patches	c) Documentation on media for License. Ensure that all software (OS & applications) supplied is licensed and includes supply of all patches, updates, and bug-fixes during the warranty support period if any.
19	Warranty		Minimum 3 Years Comprehensive on-site warranty for all components (H/W and OS) supplied including reloading and reconfiguration of all s/w and device drivers, if required.
20	Certification	a) Windows Certified	Compliance Required (In case supplied with Window O.S.)
21	Manageability Features (All related Client Licenses as applicable to be provided)	a) Tools for asset Tracking including serial number tracking of system, manufacturer name & model, board, CPU, memory, monitor, HDD with details of NIC, OS Etc to be provided by OEM.	Required, Compliance to be demonstrated
		b) OEM health monitoring/ diagnostic tools	Required, Compliance to be demonstrated
		c) Monitoring & Pre-failure alerts for the Hard Disk	Required, Compliance to be demonstrated
22	Additional Information to be provided by bidder	BIOS Type	To be indicated by bidder
23	Power Supply	Power Supply Wattage	To be indicated by bidder
OEM should have authorized services Centre at Kolkata			

#### SW4.2. Printer cum Scanners

Printer cum Scanner- Specification	
<b>PRINTING FEATURES</b>	
Printer Type	All in one
Printer Technology	Laser
Scanner	Yes

Cartridge Technology	Composite Cartridge
Type of Printing	Monochrome multifunctional
Paper Size	A4 / Legal/Letter
Print Speed/Engine speed	Up to 40 pages A4 per minute
Memory (MB)	256 MB or above
Processor	800 MHz or higher
Duplexing Feature	Yes
Wifi	Yes
Network Connectivity	Yes
Network Interface, if available	Yes
USB Port	Yes
Paper Tray Capacity	100 or More
Number of Paper trays	1 or More
On site OEM warranty (Years)	3 years
<b>SCANNING FEATURES</b>	
Scan functionalities	Scan-to-e-mail (SMTP), Scan-to-FTP (FTP over SSL), Scan-to-SMBv3, Scan to USB Host, TWAIN scan (USB, network), WSD (WIA) scan (USB, network)
Scan speed	40 ipm (300 dpi, A4, B/W, simplex); 23 ipm (300 dpi, A4, colour, simplex), 32 ipm (300 dpi, A4, b/w, duplex), 16 ipm (300 dpi, A4, colour, duplex)
Scan resolution	300dpi x 300dpi, 200dpi x 200dpi (Default) , 200dpi x 100dpi , 600dpi x 600dpi, 400dpi x 400dpi , 200dpi x 400dpi
Scan Size	A4 / Legal/Letter
File type	TIFF, PDF, PDF/A-1 , high compression PDF, encrypted PDF, JPEG, XPS
Original recognition	Text + Photo, Photo, Text, Light Text/ Fine Line, Text (for OCR)
<b>OEM should have authorized services Centre at Kolkata</b>	

#### SW 4.3 Portable SSD (2 TB)

Digital storage capacity	2 TB
Hard Drive Size	2 TB
Hard Drive Interface	Solid State
Hard Disk Description	Solid State Drive
Hardware Platform	PC, Android, Mac
Hardware Interface	USB ,Type C
Compatible Devices	Laptop, Desktop,
Special Features	Password protection
Data Transfer Rate	2000 Megabits Per Second
On site OEM warranty (Years)	3 years

**SW5. CAMC of Existing PCs/Printers:**

IT ITEMS	QUANTITY
DESKTOP COMPUTERS	120 Nos.
PRINTERS	14 Nos
Make and models are detailed in Annexure-XVII	

<u>Particulars</u>	<u>Time of Completion</u>
Consideration of zero date for AMC	Date of issuance of LOA shall be considered as zero date.
AMC period start date	Zero Date
AMC period end date	3 (Three) calendar years from AMC period start date.

**SW6.** Maintenance of all the equipment mentioned in **Annexure XVII** shall be covered under CAMC and manage the processes and procedures to ensure reliable, safe and effective operation at Vidyut Bhavan, DC, Rajarhat and Disaster Recovery System, Berhampur for running the facility. Uptime is defined as per overall uptime for DC as well as DRC.

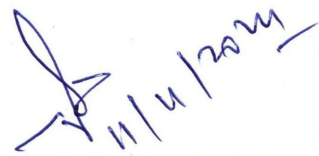
- a. Respond to emergency calls, provide site attendance within the call-out time, and take all the necessary corrective actions to restore the service within the time specified in the SLA (annexure XVII)
- b. The bidder shall be responsible for maintenance of all the systems as per scope of work (**SW**) with services rendered as per LOA issued by WBSedCL.
- c. The bidder shall be solely responsible for providing all the AMC support services under this contract and WBSedCL will not be liable to interact with any of OEMs (Original Equipment Manufacturer).
- d. The bidder will provide a toll-free number or one dedicated land line number and registered mail id for communication from WBSedCL. Also the bidder shall provide one or two mobile number for emergency service calls. At the end of the working hours total call docketed must be sent in mail of [itcell.wbsedcl.in](mailto:itcell.wbsedcl.in) by the bidder in daily basis for calculation of SLA and down time .
- e. The bidder shall provide adequate resources for Manage, Response, handling calls/ incidents registered in via email/ online docketing system and also for attending the calls.
- f. The scope of work under this contract covers providing comprehensive AMC of the Hardware as mentioned in annexure XVII under WBSedCL for 3 years.
- g. This support shall be provided by trained and experienced personnel of the bidder. During this period, bidder shall be responsible for carrying out following activities:
  - Provide free Spares etc. for all hardware. Installation of OS, some required S/w and Antivirus. License will be provided by WBSedCL
  - SLA Based Support. All the service related calls will be logged by WBSedCL at registered mail id of vender/ online docketing system. Bidder shall have to use the same registered mail id for updating the status of the calls/incidents reported.
- h. The Details of the calls is required to be registered in the registered mail id of bidder/ online docket generating system. Selected bidder must have adequate resources for managing and responding to the incidents registered in the mail id. And after work completion bidder must attach a completion certificate and reply in mail

while closing the incident which must be duly signed by the WBSEDCL user mentioning the open/ close time of incident. This certificate is to be attached along with the down time calculation sheet as per annexure XVII while placing the bill for proof of calculation of downtime of work.

- i. Downtime calculation report of will be signed and verified by nodal in charge and must be attached with the bill for payment.
- j. **Project Management and site supervision:**  
The bidder shall be responsible for the overall management and supervision of works. They shall provide experienced, skilled, knowledgeable and competent personnel for the AMC support, so as to provide the Owner with a high-quality system. The bidder should submit quarterly status report for the service calls generated including previous pending calls indicating the actions taken.
- k. **Service Level and Agreement Duration of SLA:** The purpose of this SLA is to clearly define the levels of service to be provided by bidder to WBSEDCL for the duration of this contract or until this SLA has been amended. The SLA parameters are defined in Annexure-V.  
This Service Level Agreement (Annexure-IV) would be valid for entire period of contract. This SLA may be reviewed and revised according to the procedures detailed in Section SLA Change Control.

**Enclosure:**

1. Annexure-I : Bid Proposal
2. Annexure-II : Mandatory Condition
3. Annexure-IIA : Bid Details
4. Annexure-IIB : Financial Details
5. Annexure-IIC : Statement of orders executed During last five financial years
6. Annexure- III : Manufacture's Authorization Form (MAF)
7. Annexure IV : Service Level Agreement (SLA)
8. Annexure-V : Format of BOQ in unpriced condition
9. Annexure-VI : Proforma of Bank Guarantee for Bid Guarantee
10. Annexure-VII : Format for Bank Guarantee for Contract Performance
11. Annexure-VIII : Proforma for Additional Performance Guarantee
12. Annexure- IX : Declarations
13. Annexure- X : Agreement for Third Party Access Security Policy of WBSEDCL
14. Annexure-XI : Non-Disclosure Agreement
15. Annexure-XII : Annexure List Submission Status
16. Annexure-XIII: Contract Agreement
17. Annexure-XIV : Escalation Matrix
18. Annexure-XV : Declaration Form regarding provision of OEM Parts/Spares/Support
19. Annexure-XVI : Techno Commercial Deviation Sheet
20. Annexure XVII :List of IT equipment For AMC

  
Chief Engineer, IT & C Cell  
WBSEDCL

**ANNEXURE-I**  
**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024**  
**BID PROPOSAL**

**From**

Bidder's Name and Address :

Contact person :

Designation :

Telephone No (Land Line & mobile) :

Fax :

Tender Reference :

To

The Chief Engineer, IT & C Cell  
West Bengal State Electricity Distribution Company Limited  
3<sup>rd</sup> Floor, Block 'D', Vidyut Bhavan  
Bidhannagar, Kolkata- 700 091

**Sub: Selection of vendor for the Procurement of IT Infrastructure (PC/Printers/ Scanners/External SSD) with 03 years comprehensive warranty and Renewal of CAMC of existing IT Infrastructure (PC/Printers etc.) installed at Vidyut Bhavan /Data Centre /Disaster Recovery Centre of WBSEDCL for the period of 03 years.**

Dear Sir,

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

**1 Prices & Validity:**

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

**1.2** GST or its substitute tax as per the existing law or substituted law will be payable on over or above the quoted rate as applicable as per the rules prevailing in India.

**2 Bid Guarantee:**

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

**3 Deviations:**

We declare that contract shall be executed strictly in accordance with the specifications mentioned in the NIT and **without any deviations**. Further, we agree that additional conditions, deviations, if any, found in the proposal documents, shall not be given effect to.

**4 Contract Performance Guarantee and Additional Contract Performance Guarantee:**

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent to 10 (Ten)% of the Contract Price as stipulated in Bid document in the form of Bank Guarantee in your favor and enter into a formal agreement with you within 45 (forty-five) days from the date of placement of Letter of Award. Additionally, if applicable, we shall provide an additional Contract Performance Guarantee equivalent to 10 (ten)% of tendered amount as per terms and conditions stipulated in NIT.

Dated.....this.....day of.....2024

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

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

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

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

Business Address:

Name & Address of Authorized Signatory:

## ANNEXURE-II

**West Bengal State Electricity Distribution Company Limited**  
Tender Notice No: WBSSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024

### Mandatory Condition

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

Sl No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No	Page No in technical Proposal
1	Minimum Average Annual Turn Over for last three consecutive financial years i.e., <b>2023-24, 2022-23, 2021-22</b> must be at least 5 <b>Crore INR</b>	Provide the turnover in a separate sheet ( <b>as per Annexure-IIB</b> ) with Auditor's signature along with following supporting document duly attested i. Audited Balance Sheet for consecutive 3 years as mentioned. ii. PL Account for consecutive 3 years as mentioned. iii. Income Tax Return for consecutive 3 years as mentioned.		
2	Financial Capability to handle a single similar project of <b>50 Lakhs INR</b> in last 3 years.  Or Two similar projects having minimum project value of <b>30 Lakhs INR</b> each in last 3 years.  Or Three similar projects having minimum project value of <b>25 Lakhs INR</b> each in last 3 years.	i) Statement of orders executed during last five financial years ( <b>Vide Form-IIC</b> ) i.e for financial years, <b>2023-24, 2022-23, 2021-22</b> . ii) Work order/PO/LoA/Completion Certificate/Mail Confirmation mentioning order reference from Ordering Authority as supporting document.		
3	Bidder must Have Company Registration, Certificate of incorporation, PAN Card, GST certificate, Last two years GST return statement	Provide declaration ( <b>as per Annexure- IIA</b> ) duly attested with following supporting documents. i. Copy of PAN Card ii. GST certificate iii. Registration of the company iv. Certificate of incorporation v. Last two years GST return statement		
4	Net worth should positive for Fiscal Years <b>2023-24, 2022-23, 2021-22</b>	CA Certificate & self declaration		

Sl No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No	Page No in technical Proposal
5	Bidder must have valid ISO certification	Relevant valid ISO Certification as mentioned in the NIT as on bid submission date.		
6	Must have back-end agreement with the OEMs for entire contract period ( 03 years) for warranty and support of the materials to be supplied under this contract. .	MAF/ OEM certification as per annexure - III to be submitted by bidders. For OEM self-declaration is required confirming the warranty and support for entire contract period.		
7	For AMC service, bidder must provide declaration regarding provision of OEM Parts/ Spares/ Support as per annexure -XV.	Declaration as per annexure -XV.		
8	The bidder should have its own Engineers for direct support.	List of Engineers who will be deployed. details to be enclosed.		
9	The vendor shall maintain sufficient stock of spares for AMC service in Kolkata at his own cost for total contract period.  The bidder shall manage comprehensive warranty with OEM for entire contract period.	Self-declaration.		
10	The Bidder must have site office facility available in Kolkata, WB  The Bidder must have a Toll-Free Numbers / contact nos. for service support.	i. Supporting Documents against Address of Kolkata site Office.  ii. Supporting Documents against Toll Free phone no/ contact no.		
11	Must comply to the Conflict of Interest clause as mentioned in the tender.	Self-declaration		

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

Date-----

**ANNEXURE-IIA**

**West Bengal State Electricity Distribution Company Limited**

**Tender Notice No: WBSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024**

**Bid Details**

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

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

Sl. No	Correspondence Details (will be used for communications related to this NIT)		Page No in technical Proposal
1	Contact Person		
	Email Id		
	Mobile No		
2	Telephone No		
	Correspondence Address		
3	Address of Kolkata office with Telephone No		

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

ISO Certification					
Sl. No	Name of Certificate	Name of Issuing Authority	Issued on Date	Valid Up to Date	Page No in technical Proposal
1	ISO 9001 :2015				
2	ISO 27001 :2013 or higher				

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

Whether agreed to Following (YES/NO):		
Sl. No	Name of the Clause	Yes/No
1	Terms of Payment	
2	Earnest Money clause	
3	Risk purchase clause	
4	Liquidated damage/ SLA clause	
5	Conflict of interest clause	
6	Price should be firm	
7	Offer valid up to 180 days from the date of opening of Technical Part of the Tender	

Signature of the bidder with Office Seal

Date-----

**ANNEXURE-IIB****West Bengal State Electricity Distribution Company Limited****Tender Notice No: WBSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024****Financial Details****(Instruction: It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.)**

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

<b>Financial Statements - Profit &amp; Loss Statement</b>			
<b>Sl. No</b>	<b>Fiscal Year</b>	<b>Profit &amp; Loss Statement Submission Status (Yes/No)</b>	<b>Page No in technical Proposal</b>
<b>1</b>	2023-24		
<b>2</b>	2022-23		
<b>3</b>	2021-22		

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

<b>CA Certificate for Liquid Asset</b>			
<b>Sl. No</b>	<b>Fiscal Year</b>	<b>Liquid Asset (in Lakh INR)</b>	<b>Page No in technical Proposal</b>
<b>1</b>	2023-24		
<b>2</b>	2022-23		
<b>3</b>	2021-22		

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

S I. N o.	Certificate regarding Summary Statement of Yearly Turnover		Remarks
	Financial Year	Turnover rounded up to two digits after decimal (Rs. In Lakh)	
1	2023-24		
2	2022-23		
3	2021-22		
Total			
Average Turnover			

1. Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
2. Average turnover for 3 years is to be obtained by dividing the total turnover by 3.0.

Signature of the bidder with Office Seal

Date-----

**ANNEXURE-IIC****West Bengal State Electricity Distribution Company Limited****Tender Notice No: WBSedCL/ IT & C /33.10(i)/609 Dated 11/11/2024****STATEMENT OF ORDERS EXECUTED DURING LAST THREE FINANCIAL YEARS****(Instruction: It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.)**

Work Experience Details (Only relevant orders are to be listed)						
Sl. No	Duration in Year	Work Description	Order No with Date & Page No in technical Proposal	Name of Ordering Authority details & Details of Assignment	Order Value in INR.	Scanned Copy of Scanned Copy of LoA/ PO/ Successful Completion of the Order / Project Ongoing Certificate/ Confirmation Mail from order issuing authority submitted (YES/NO)
1	{e.g., Jan.2019-Apr.2023}		{e.g., LOA/PO No.}		{e.g., INR}	
2						
3						

**NB:** Scanned Copy of LoA/ PO/ Successful Completion of the Order / Project Ongoing Certificate/ Confirmation Mail from order issuing authority needs to be attached for each of the above order.

Signature of the bidder with Office Seal

Date-----

ANNEXURE-III

West Bengal State Electricity Distribution Company Limited  
Tender Notice No: WBSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024

Manufacture's Authorization Form (MAF)

Date: \_\_\_\_\_

Tender Reference No.& Tender ID. \_\_\_\_\_

Dear Sir,

We \_\_\_\_\_ (OEM) who are established and reputed manufacturers of \_\_\_\_\_ (Equipment) having Factories at \_\_\_\_\_ and \_\_\_\_\_ confirms that, M/s. \_\_\_\_\_ (Name and address of Bidder herein after called as partner) wishes to participate the Bid or Project stated above and enter into agreement for the purchase and resale of \_\_\_\_\_ (OEM) Products and, Service. The Partner is entitled and authorized to the following.

(a) Resale, and/or distribute \_\_\_\_\_ (OEM) products and/or services in India to end users within that Territory.

(b) Bid, negotiate and conclude a contract with \_\_\_\_\_ for the above products/services manufactured or supplied by \_\_\_\_\_ (OEM) .

\_\_\_\_\_ (OEM) will, within the scope of its agreement with its authorized channels, provide product warranty services and technical support for \_\_\_\_\_ (OEM) products obtained through its authorized channels for a defect liability period mentioned in the Tender document referred above, from the date of installation at \_\_\_\_\_ (Work-site name).

\_\_\_\_\_ (OEM) certify that, the equipment being sold would not be declared End of Sale (EoS) within defect liability period and that

\_\_\_\_\_ (OEM) shall supply suitable substitute in case EoS of equipment. Also \_\_\_\_\_ (OEM) certifies that the products being sold would be covered under Warranty/Technical Support and technical support will be available for defect liability period from the date of installation at \_\_\_\_\_ (Work-site name).

If you need any additional information, please contact Mr./Ms. \_\_\_\_\_ at \_\_\_\_\_ (Mobile No.) of \_\_\_\_\_ (E-mail ID).

Yours faithfully,

Name of the person:  
For and on behalf of M/s.

Designation:

Contract Details:

Date:

Place:

(Name of Original Equipment Manufacture- OM) (Seal of OEM)

**ANNEXURE-IV**  
**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024**  
**Service Level Agreement**

The purpose of this SLA is to clearly define the levels of service to be provided by bidder to WBSEDCL for the duration of this contract or until this SLA has been amended. The SLA parameters are given in SLA table mentioned hereunder: -

**SLA TABLE**

Sl. No.	Process/ Incident Description	Clock Type	Priority details		SLA/ Penalty
			Prio rity	Business working days to resolve	
1	AMC of All Kinds of Desktop / Laptop as Mentioned in the Annexure	Business Days	P1	3 days	Selected bidder must resolve 95% of the total incidents registered in mail/tollfree number in every quarter in accordance to the SLA mentioned. Otherwise 10% of the invoice value of that particular quarter will be charged as SLA/Penalty.
2	AMC of All Kinds of Printers as Mentioned in the Annexure	Business Days	P2	5 days	
3	Warranty support of newly procured IT items.	Business Days	P1	3 days	Selected bidder must resolve 95% of the total incidents registered in mail/tollfree number in <b>total contract period</b> in accordance to the SLA mentioned. Otherwise 10% of the line item value will be charged as SLA/Penalty <b>from the PBG</b> .

- a. **Note\*** If estimated down time exceeds more than specified days then bidder must be capable to provide spare PC/printers of similar or higher spec. for temporary functioning for that time period to the user.
- b. **Penalty Deduction:** - In case of SLA/Penalty imposed if any, the amount calculated from the above table shall be deducted/adjusted from any pending bills or from Performance Bank Guarantee of the bidder. In case of termination of LOA as per termination clause, WBSEDCL will engage third party for the maintenance of items and related service. The difference in cost of CAMC for engagement of third party will be deducted from outstanding bill /BG lying / to be lying with WBSEDCL.

- c. **Validity of SLA**:-This SLA shall be valid for entire period of contract (3 years) or until it will be amended. SLA may be reviewed and revised according to the need of WBSEDCL.
- d. The SLA will be measured on Quarterly basis.
- e. Service related calls will be logged by WBSEDCL officials. Details of the calls to be registered in the registered mail id of bidder/ online docket generating system. Selected bidder must keep manpower for managing and responding to the incidents registered in the mail id. And after work completion bidder must attach a completion certificate and reply in mail while closing the incident which must be duly signed by the user also mentioning the open/ close time of incident.
- f. **Downtime Calculation**: The recording of downtime shall commence at the time of registering the incident in mail/online docket generating system for any downtime situation for the equipment. Downtime shall end when the problem is rectified. Down time will not be considered for Pre-scheduled preventive maintenance and health checks (if any).
- g. **Breach of SLA**: In case the Supplier does not meet the service, levels mentioned as mentioned above for three (3) continuous times WBSEDCL will treat it as a case of breach of SLA. The following steps will be taken in such a case: -
  - i) WBSEDCL will issues a show cause notice to the Bidder.
  - ii) Bidder should reply to the notice within three working days.
  - iii) If WBSEDCL authorities are not satisfied with the reply, WBSEDCL will initiate termination process as mentioned in the "Cancellation/ Termination of Order" Clause.

**Exclusions**: - Bidder will be exempted from any delays or slippages on SLA parameters due to any reason from WBSEDCL's side. Any such delays will be notified immediately to WBSEDCL.

We hereby confirm our acceptance of all terms and conditions of the above SLA.

(SIGNATURE OF THE TENDERER WITH OFFICE SEAL)

Dated-----

## ANNEXURE-V

West Bengal State Electricity Distribution Company Limited

Tender Notice No: WBSSEDCL/ IT &amp; C /33.10(i)/609 Dated 11/11/2024

BOQ Format unpriced condition

[Validate](#)
[Print](#)
[Help](#)
**Item Rate BoQ**

Tender Inviting Authority: Chief Engineer, IT & C Cell, WBSSEDCL

Annexure -V

Name of Work: Selection of vendor for the Procurement of IT Infrastructure (PC/Printers/Scanners etc.) with 03 years comprehensive warranty and Renewal of CAMC of existing IT Infrastructure (PC/Printers etc.) installed at Vidyut Bhavan /Data Centre /Disaster Recovery Centre of WBSSEDCL for the period of 03 years.

Contract No: WBSSEDCL/IT&C/33.10(i)/609 Dated : 11.11.2024

Bidder Name :

**PRICE SCHEDULE**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NUMBER Sl. No.	TEXT # Item Description	NUMBER # Quantity	TEXT # Units	NUMBER # UNIT RATE To be entered by the Bidder Rs. P	NUMBER GST ( % )	TEXT HSN / SAC Code	NUMBER # TOTAL AMOUNT With Taxes with 03 years warranty / AMC	TEXT # TOTAL AMOUNT In Words
1	2	4	5	13	14	18	55	55
1	Procurement of Desktop PCs (As per specification detailed in NIT)	50	No				0.00	INR Zero Only
2	Procurement of Printer cum Scanners(As per specification detailed in NIT)	10	No				0.00	INR Zero Only
3	Procurement of Laptop PCs (As per specification detailed in NIT)	3	No				0.00	INR Zero Only
4	Procurement of External SSD of 2 TB (As per specification detailed in NIT)	3	No				0.00	INR Zero Only
5	Yearly AMC Charges of Desktop PC	120	No				0.00	INR Zero Only
6	Yearly AMC Charges of Printer	14	No				0.00	INR Zero Only
7	Mention GST (%) and HSN/ SAC Code Properly							
Total In Figures							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: WBSSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024  
**PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE (Earnest Money)**  
(To be stamped in accordance with Stamp Act)

Ref. No. :

Date:

To

The West Bengal State Electricity Distribution Company Limited

Vidyut Bhawan

DJ Block, Sector - II

Salt Lake, Kolkata - 700 091

Dear Sirs,

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

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

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

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

All rights of West Bengal State Electricity Distribution Company Limited under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless WBSSEDCL 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 \_\_\_\_\_ 2024 \_\_\_\_ 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-VII

West Bengal State Electricity Distribution Company Limited  
Tender Notice No: WBSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024  
Proforma for Bank Guarantee for Contract Performance  
(To be stamped in accordance with Stamp Act)

Bank Guarantee No. \_\_\_\_\_

Ref No. \_\_\_\_\_

Date: \_\_\_\_\_

To

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

Dear Sir,

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024 at \_\_\_\_\_

Witness:

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

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

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

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

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

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

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

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

Date \_\_\_\_\_

## ANNEXURE-VIII

**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024**  
**Format of Bank Guarantee for Additional Performance Security Deposit**

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

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

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

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

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

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

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

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

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

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

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

Signed and sealed this .....day . ....of 2024.....at .....

SIGNED, SEALED AND DELIVERED

by:

For and on behalf of the BANK

(Signature)

(Name)

(Designation),

(Code Number),

Address

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

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

**ANNEXURE-IX**

**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024**  
**Declarations**

**From**

Bidder's Name and Address :

Contact person :

Designation :

Telephone No (Land Line & mobile) :

Fax :

Tender Reference :

To

The Chief Engineer, IT & C Cell  
West Bengal State Electricity Distribution Company Limited  
3<sup>rd</sup> Floor, Block 'D', Vidyut Bhavan  
Bidhannagar  
Kolkata- 700 091

Sub: Selection of vendor for the Procurement of IT Infrastructure (PC/Printers cum Scanners/ /External SSD)with 03 years comprehensive warranty and Renewal of CAMC of existing IT Infrastructure (PC/Printers etc.) installed at Vidyut Bhavan /Data Centre /Disaster Recovery Centre of WBSEDCL for the period of 03 years.

Dear Sir,

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

1. M/s ----- (Name of the bidder) has not been blacklisted or involved in any forgery/data leak from any Government or reputed private organization across India in last three years.
2. M/s ----- (Name of the bidder) has a valid ISO 9001:2015 for Information Security Management as on bid submission date.
3. All documents/information/Credentials submitted by Ms/----- (Name of the bidder) along with this bid are genuine, authentic, correct true and valid.
4. None of the Partners of our firm is relative of employee of -----  
--- (Name of the Company).

5. If any information and document submitted is found to be false/ incorrect any time, WBSEDCL may cancel my bid 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.
6. We, M/s \_\_\_\_\_ declare that, will establish a project management office at Kolkata (if not available) for continuing the service from Kolkata within 3 months from the placement of LOA.

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

Dated.....this.....day of.....2024

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

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

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

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

Business Address:

Name & Address of Authorized Signatory:

**ANNEXURE-X**

**West Bengal State Electricity Distribution Company Limited  
Tender Notice No: WBSSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024  
Agreement for Third Party Access Security Policy of WBSSEDCL**

Organization Name & Address:			Date:
First Name	Middle Name	Last Name	Department:
Designation:			
<b>Third Party Access Security Policy</b>			
<ul style="list-style-type: none"><li>• User shall access only the appropriate physical area of the premises and appropriate information resource.</li><li>• Users shall not access any information resources of WBSSEDCL, without prior authorization of the concerned officials of WBSSEDCL.</li><li>• User shall not carry any Personal storage media like USB, Hard drives, Mobile phones, DVD/CDs into secured zones like Data Centre, Disaster Recovery Centre, SCADA Centers, Smart Grid Control Centre, etc.</li><li>• Users shall not access any information resources without the presence of WBSSEDCL's authorized personnel.</li><li>• Any passwords and access privileges given shall not be disclosed to anyone inside and outside WBSSEDCL's physical and logical boundaries.</li><li>• Users shall not engage in abusive or improper use of information resources, which includes, but is not limited to, misuse of resource/ privileges, tampering with resource and unauthorized removal of resource components.</li><li>• User shall not conduct or permit "hacking" activities. User shall not run "packet sniffers". Users shall not distribute computer viruses, Trojan horses, worms, or any other malicious software.</li></ul>			
I hereby declare that I have understood the information security practices followed at WBSSEDCL, and I shall adhere to the procedures.			
<p align="center">(Signature of the Bidder)</p> <p>Date:</p> <p>Name of the Bidder:</p>			

## ANNEXURE-XI

West Bengal State Electricity Distribution Company Limited

Tender Notice No: WBSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024

### NON-DISCLOSURE AGREEMENT

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

#### BETWEEN

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

#### AND

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

#### Purpose

WBSEDCL embarked on implementing information Security Management System (ISMS) which involves disclosure of ..... application Landscapes of WBSEDCL which are presently hosted at Data Centre and Data Recovery Centre. Such information is sensitive and confidential in nature. To protect the said confidential information both the parties desire to sign this Non-Disclosure Agreement.

#### Disclosure of Confidential Information

Either party may disclose to the other party either orally or in any recorded medium, information comprising or relating to its/ or its subsidiaries or franchisees techniques; schematics; designs; contracts; financial information; ERP information; SAP Modules; client data; business affairs; operations; strategies; inventions; methodologies; technologies; employees; subcontractors; pricing; service proposals; methods of operations; procedures; products and / or services (Confidential Information). Confidential Information shall include all nonpublic information furnished, disclosed or transmitted regardless its source.

#### Confidentiality

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

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

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

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

#### **Ownership of Material/No Warranty**

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

#### **Term**

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

#### **Return of Confidential information**

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

#### **General**

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

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

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

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

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

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

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

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

Signed, Sealed and delivered by:

Shri.....representing

WBSIEDCL in presence of:

Witness:

1)

Authorized signature with  
designation and seal

Signed, Sealed and delivered by:

Shri.....representing

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

Witness:

1)

---

Authorized signature with  
designation and seal

**ANNEXURE-XII**

**West Bengal State Electricity Distribution Company Limited**

**Tender Notice No: WBSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024**

**Annexure List Submission Status**

Signed Documents as per NIT and corresponding Annexures with Seal of Bidder			
Sl. No	Document Details	Submission Status (Yes/No)	Page No in technical Proposal
1	Signed Copy of Complete NIT with Annexures		
2	Signed Copy of Addenda/Corrigendum, if any		
3	Signed Copy of all Annexures (Annexure-I to Annexure XVII)		

Dated.....this.....day of.....2024

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

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

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

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

Business Address:

Name & Address of Authorized Signatory:

**ANNEXURE-XIII**  
**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024**  
**Contract Agreement**

This agreement is made at KOLKATA on this \_\_\_\_\_ day of, .....(Month) 2024 between:

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

And

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

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

**Reference:**

1. Selection of vendor for the Procurement of IT Infrastructure (PC/Printers/ Scanners/portable Projector/External SSD/ Meeting Camera with Audio Speaker and mouth piece etc.) with 03 years comprehensive warranty and Renewal of CAMC of existing IT Infrastructure (PC/Printers etc.) installed at Vidyut Bhavan /Data Centre/ Disaster Recovery Centre of WBSEDCL for the period of 03 years.
2. NIT No WBSEDCL/ IT & C /33.10(i) /609 Dated 11/11/2024
3. Letter of Award (LoA) placed by WBSEDCL on M/ s ..... vide Memo No WBSEDCL/IT&C /33.10(i) /XXXX Dated. XX.XX. XXXX

This agreement is entered into by above mentioned parties for PAC replacements activity services in WBSEDCL for the period, quantity, terms and conditions guided by above mentioned NIT & LoA.

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

In WITNESS WHEREOF the parties hereto have executed this agreement on the \_\_\_\_\_Day of .....(Month), 2024 herein above mentioned.

In the presence of (Witness)

(1)

(2)

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

In the presence of (Witness)

(1)

(2)

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

**ANNEXURE-XIV**  
**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024**  
**Escalation Matrix**

Level of Escalation	Name of the Associate	Designation	Contact No	Email	Requirements
Single Point of Contact (SPOC)					Project Support engineer, should be available during business day with dedicated phone number and e-mail id for call docketing and support
Level 1 Escalation					Should be at least one step higher than Project Support engineer
Level 2 Escalation					Should be at least two step higher than Project Support engineer

Dated.....this.....day of.....2024

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

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

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

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

Business Address:

Name & Address of Authorized Signatory:

**ANNEXURE-XV**  
**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024**

**Self-Declaration Form regarding provision of OEM Parts/Spares/Support**

Date: \_\_\_\_\_

Tender Reference No.& Tender ID. \_\_\_\_\_

Dear Sir/Madam,

I, [Your Name], representing [Bidder's Company Name], solemnly affirm and declare that we understand the significance of providing uninterrupted support and maintenance services throughout the contract period of 3 years as stipulated in the tender document. We acknowledge the necessity of ensuring the availability of OEM parts, spares, and support of the same/similar or higher configuration (compatible with the existing H/W) during this duration.

In accordance with this understanding, we hereby assure the following:

1. Provision of OEM Parts/Spares: We undertake to maintain a sufficient stock of genuine OEM parts and spares required for the maintenance of 30 nos. of PCs. This stock will encompass all necessary components to facilitate swift replacements and repairs as and when needed.
2. Maintenance of Stock Levels: We pledge to continuously monitor and replenish our inventory to ensure that it meets or exceeds the specified levels outlined in the contract agreement. This proactive approach will guarantee that there are no disruptions in the availability of essential parts and spares throughout the contract period.
3. Timely Delivery: We commit to providing timely delivery of OEM parts and spares to the designated location(s) to strictly maintain the SLA Mentioned in the NIT. Our logistical capabilities and supply chain management processes will be optimized to expedite the procurement and distribution of required components, thereby minimizing any downtime associated with maintenance activities.
4. Quality Assurance: We guarantee that all OEM parts and spares supplied will meet the required standards of quality, authenticity, and compatibility with the existing 30 PCs. These components will be sourced directly from authorized manufacturers or their approved distributors to ensure reliability and performance consistency.

By submitting this self-declaration, we affirm our unwavering commitment to fulfilling our contractual obligations by maintaining sufficient stock levels of OEM parts, spares, and support services throughout the entirety of the contract duration.

Yours faithfully,

[Signature]

[Name of Signatory]

[Position/Title]

[Bidder's Company Name]

[Contact Information]

**ANNEXURE-XVI**  
**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024**

**Techno Commercial Deviation Sheet**

1. If the proposal has got any deviation from the **Technical specification**, the bidder shall tabulate those deviations clause by clause.

Sl No	Clause No	Description	Deviation offered	Remarks:(+)ve /(-)ve

2. If the proposal has got any deviation from the **commercial terms**, the bidder shall tabulate those deviations here clause by clause.

Sl No	Clause No	Description	Deviation offered	Remarks:(+)ve /(-)ve

Signature of Authorized Signatory with office seal

Name and address of the bidder:

**Note: When there is no deviation, this sheet is to be submitted with the offer duly signed with an endorsement indicating "No Deviation". Deviations not indicated here will not be taken into consideration.**

**ANNEXURE-XVII****West Bengal State Electricity Distribution Company Limited****Tender Notice No: WBSEDCL/ IT & C /33.10(i)/609 Dated 11/11/2024****List of IT equipment for AMC**

<b>Desktop PCs</b>	<b>Model No</b>	<b>Count</b>
<b>PC with monitor, Key board, Mouse</b>	<b>HP 3090 MT</b>	<b>55</b>
	<b>ACER Desktop Veriton M200- H61</b>	<b>16</b>
	<b>HP Pro 280G3 Desktop PC</b>	<b>5</b>
	<b>HP EliteDesk 705 GI-MT</b>	<b>14</b>
	<b>HP 280 Pro G5 Microtower PC IDS Base Model</b>	<b>25</b>
	<b>DELL Precision power 3620</b>	<b>5</b>
	<b>Total</b>	<b>120</b>
<b>Printers</b>		
<b>LaserJet Printer</b>	<b>HP- Model: P3015</b>	<b>4</b>
	<b>Laserjet 500 Color M551</b>	<b>4</b>
	<b>HP office Jet pro 8100</b>	<b>1</b>
	<b>HP- Model: P1106</b>	<b>1</b>
	<b>HP Laserjet Pro MFP M126nw</b>	<b>1</b>
	<b>HP Laserjet Pro 400</b>	<b>1</b>
	<b>HP- Model: 4250</b>	<b>1</b>
<b>DMP</b>	<b>EPSON- LQ1150-II</b>	<b>1</b>
	<b>Total</b>	<b>14</b>