



West Bengal State Electricity Distribution Company Limited
(A Government of West Bengal Enterprise)
(IT & Communication Cell)

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CIN: U40109WB20075GC113473

Memo no.: WBSEDCL/IT&C/33.10(i) / 1840

Date: 08.08.2023

NOTICE

Sub: Amendment Notice against Tender No: WBSEDCL/IT&C/33.10(i)/1707 dated 12/07/2023.

Following amendments has been made to the tender document: -

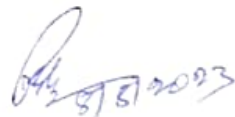
Sl	Clause No.	Page No.	Existing Clause as per the NIT	Amended/ Modified clause
1.	GTC.8. Cancellation/ Termination of Contract	19	<ul style="list-style-type: none"> In each above cases 15 days' termination notice shall be issued prior to termination of LOA 	<p>The point may be modified as :</p> <ul style="list-style-type: none"> In each above cases 30 days' termination notice shall be issued prior to termination of LOA
2	IB.11.2.18	13	Copy of Income Tax Return for Assessment Year 2021-22, 2020-21, 2019- 20	Copy of Income Tax Return for Assessment Year 2022-23, 2021- 22, 2020- 21
3	GTC.14. Service Level Agreement (SLA) and Liquidated Damage (LD)	22- 23	In case of termination of rot as per termination clause, WBSEDCL will engage third party for the maintenance of supplied and installed items and related service. The difference in cost of warranty for engagement of third party will be deducted from outstanding bill /BG lying / to be bring with WBSEDCL	<p>There is a typo error. The sentence may be read as:</p> <p>In case of termination of the contract as per termination clause, WBSEDCL will engage third party for the maintenance of supplied and installed items and related service. The difference in cost of warranty for engagement of third party will be deducted from outstanding bill /BG lying / to be bring with WBSEDCL.</p>
4	Annexure-VI(Hardware & Software details of GIS & other applications landscape) and Annexure-IVF (IBM Storage & Tape Library)	88, 63	<ol style="list-style-type: none"> 1) HW Serial numbers - 7HROBP2 , 6XGOBP2, DX3SGO2 2) HW Serial number - 7898037 (Product- ULT3580-TD6) 	<p>Should be read as :</p> <ol style="list-style-type: none"> 1) 7HROBP2 , 6XGOBP2, DX3SGO2. 2) 00078B9EA6
5	New clause	38		<p>One clause has been added as mentioned below after sow 1.H.</p> <p>SOW.1.I. Extended support of AIX 7.1:</p>

Bidder will be responsible for arranging the extended support for AIX 7.1 from OEM M/s. IBM for the mentioned Power servers i.e. P6 & P7 covered for the model 9117-MMA of SL. nos. 10332B6, 10331F6, 10332A6, 10331E6, 106E7C6, 106E7B6, 106E826, 106E836 and model no. 9179-MHD of sl. nos. 2172D2V, 2172BCV, 2172BDV, 2172BEV under the annexures covered in the clause no. SOW.1.A., SOW.1.B. & SOW.1.C.

Additionally, Annexure IV-D of the RFP should be read as:

Broadcom Software BOQ for WBSEDCL				
Sl. No.	Product code	CA Software	Authorized Use limitation	BOQ Quantity
1	CPUMNA990	CA Unified Infrastructure Network Advanced Pack - On Partner	2000 X Devices	1
2	CPUMSA990	CA Unified Infrastructure Network Advanced Pack - On Partner	12 X Servers	
3	CPUMSP990	CA unified Infrastructure Server Pack - On Partner	145 X Servers	
4	CPUMSR990	CA Unified Infrastructure Service Response Time Pack - On Prem Partner	62 X Servers	
5	SDMU0L990	CA Service Desk Manager Full License	10 X Concurrent Users	
6	SMAPMP990	CA Service Management Ass& -Portfolio Management Package	1630 X Managed systems	
7	SPDVCP990	CA Spectrum Device Based Suite	2000 Devices	
8	SPDVCP990	CA Spectrum Device Based suite	1111 X Devices	
9	RPTANI990	CA Network Flow Analysis	1111 X Devices	
10	CPUMNA990	CA Unified Infrastructure Management Ent Network Advanced Pack- a partner	1111 X Devices	
11	CPUMSA990	CA Unified Infrastructure Management Server Application Package	8 X Servers	
12	CPUMSP990	CA Unified Infrastructure Management Server Pack- On prem Partner	41 X Servers	
13	SDMU0L990	CA Service Desk Manager Full License	5 X Concurrent users	
14	CPUMSA990	CA Unified Infrastructure management Server Application Pack on Partner	50 X Servers	
Total				1

All other terms and conditions of the existing tender will remain unchanged.
Reply of the pre-bid queries has been attached with this notice for ready reference.


P Bhattacharjee
Chief Engineer, IT&C Cell
WBSEDCL

Following queries have been received from M/s Hewlett Packard Enterprise India Pvt. Ltd. and Clarifications from WBSEDCL have been given below: -

SI No	RFP Term	Query/Assumption	Reply of WBSECL
1	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.	Whether it required dedicated person or shared?	As per RFP
2	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.	Project leader /Spoc would be Direct Employee of the Bidder as RFP specified. Rest will be deployed according to maintain the SLA Tower wise, RFP has not specified any count hence assuming Bidder can deploy contractual Badge resource also.	As per RFP
3	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	Request to confirm -whether Bidder need to comply State Min wages act or Central Min Wages Act?	As per RFP
4	GTC.5.2. No payment will be made to the selected vendor during knowledge transfer phase. Payment will only be made after complete transfer of the system from the existing vendor to newly selected vendor. Accordingly, quarterly payment will be released. Initially Contract period will start from mention start date in annexure or LOA date whichever is later as zero date and will remain valid for a period up to 30/11/2025.	Whether any knowledge base, SOP are available now? What is the timeline for proposed knowledge transfer?	As per RFP
5	GTC.5.3. Contract period may be extended Once by a period of up to 1(one) year with prevailing rate, terms and conditions after expiry of initial contract period up to 30/11/2025 in case performance of the vendor is certified as satisfactory by controlling officer. Successful bidder shall submit a written declaration along with acceptance of LOA for providing extended AMC-ATS-FMS service to WBSEDCL after completion of initial contract period till 30/11/2025 service with prevailing rate and same terms and conditions.	The rates for OEM B2B support shall be changed year-on-year basis, where we do not have control on OEM, hence request to amend the term to mutually agreed basis with revised commercials for extension period as it required OEM back-aligned support for most of the devices.	As per RFP
6	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. <ul style="list-style-type: none"> · Non acceptance of LOA as per "Acceptance of LoA" clause. · Non submission of Performance BG within time mentioned. · If failed to perform the AMC-ATS & FMS work as per SOW. · If failed to maintain the SLA as per Annexure VII. · 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. 	It is since the contract is predominantly based on OEM B2B and the OEM Payments are to be made in advance whereas the bidder shall be reimbursed at the end of Quarter and hence request the termination clause be suitably modified .	Please see the amendment. Resources shall be deployed to maintain the SLA as per RFP
7	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-X) to guarantee faithful execution of the order in accordance with the terms and conditions stipulated in the order	- As per Central Finance Ministry guidelines the PBG value should be 3% on the Total awarded contract. PI clarify.	As per RFP. Memorandum No 796-F(Y) dated 25.02.2022 of Finance Dept. Govt of WB.

8	Service related calls will be logged by WBSEDCL officials/selected FMS bidder 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.	"Assume it is not required to deploy another call management tool by the vendor. Also, shall be able to generate the required MIS reports from the current tool. Kindly confirm."	CA tool - Broadcom
9	SW.1. The AMC& ATS support along with FMS service of IT Infrastructure related to ERP as per annexure-V & annexure-VA will be started from 1st August,2024 to 30/11/2025 with 1(one) year additional support onsite after successful completion of the above mentioned period as per annexure-IV .	It is Difficult to get OEM quote a year before and also difficult to keep the OEM price validity over a year. Request to separate this requirement from the purview of this RFP for those items where the OEM support is starting effective 1st Aug 2024.	As per RFP
10	SW.2. Bidder will be fully responsible for arranging back to back OEM support for all the hardware & Software except EOS HW as mentioned in Annexure-V, Annexure-VA throughout the AMC-ATS with FMS service contract period. Bidders will submit the documentary evidence for proof of purchase of service from OEM (IBM, RHEL) for respective period. WBSEDCL may verify the back to back agreement with respective OEM for all the HW & SW in the mentioned annexure and bidder shall show the contract agreement with OEM to WBSEDCL at any time with in the contract period if required. Bidder must arrange support for EOS product mention in Annexure-VA. Bidder should arrange all the OEM support as well as EOS product support as per above mentioned for proper maintaining the SLA of contract.	for EOS Hardware, While there is no OEM support (Spare, Firmware, Patch etc.) available, the bidder shall provide support on best effort basis where SLA maintenance will not be possible. Request to consider different SLA for EOS hardware support	SLA to be maintained strictly as per RFP.
11	Facility management Services: This activity covers: · 24x7 comprehensive operational maintenance support at the DC & DRC for onsite for a period of 1st August,2024 to 30/11/2025 with 1(one) year additional support onsite after successful completion of the above-mentioned period as per annexure-IV. · The bidder will be responsible to provide the FMS support as per mentioned BOQ. The bidder will be responsible for maintenance, monitoring & issue resolution for all hardware, software and network equipment in addition to the support on a daily basis. · The selected bidder will provide 24x7 onsite operation and maintenance services at the DC & DRC for the contract period by the skilled resources in specific domain experience (As per ANNEXURE-V & ANNEXURE-VA) · The bidders are responsible to provide 24X7 comprehensive maintenance support with FMS service onsite and depute sufficient key experts with expertise team lead at DC & DRC in respect of server, storage, network etc. maintenance throughout the tenure of the support period. · The resource distribution for onsite support at DC & DRC should follow the Law of the Land. · The successful bidder has to arrange for inventory of spares.	Annexure -V & VA doesn't have the required skilled resources count with qualification, certification and experience etc. 1st August,24 to 30th Nov,25 only required FMS+AMC. From 1st Dec,23 to 31st July,24 periods you have not required FMS, only AMC. Kindly clarify.	As per RFP

12	<p>The selected bidder will provide 24x7 operation and maintenance services onsite for a period of 1st August,2024 to 30/11/2025 with 1(one) year additional support onsite after successful completion of the above-mentioned period as per annexure-IV. The scope of work during the operations phase is divided into following areas which are tabled below:</p> <ul style="list-style-type: none"> · System Administration, Maintenance & Management Services · Network Management Services · Storage Administration & Management Services · Backup & Restore Services · Help Desk Services as applicable for registering the dockets. · Spare Management 	<p>-is it other than SW.7 Facility Management Services scope? Kindly share current deployment of Manpower against which end date will be 30th Nov,23.</p>	<p>Resources shall be deployed to maintain the SLA as per RFP.</p> <p>As per RFP</p>
13	<p>42. The selected bidder shall ensure that all the devices are up and running by loading all the specific configuration/drivers/OS/IOS/patches etc.</p>	<p>Installation of updates/upgrades/patches are on best effort basis only/not available, since the devices are in EOS along with OS also EOS. Application and Database vendor go ahead and concurrence both are required. Kindly amend the clause with the assumption.</p>	<p>As per OEM support as mentioned in the RFP</p>
14	<p>6) All the key experts & team lead should be technical/science level graduate or its equivalent. During deployment of key resources and technical lead for the entire contract period, bidder should submit the CV for all resources (technical interview may be conducted by the WBSEDCL). If any key expertise's academic qualification and experience found below from the mentioned experience and academic qualification, then the bidder should be responsible to replace the expertise with minimum qualification and experience as mentioned in this NIT otherwise WBSEDCL may terminate the contract as per "Termination of contract clause".</p>	<p>Requesting you to share Current FMS strength, Tower wise ,against 2 running Projects.</p>	<p>Resources shall be deployed to maintain the SLA as per RFP.</p>
15	<p>– Item Rate BOQ - Price schedule</p>	<p>- The Price schedule template doesn't have provision to enter the FMS charges. Please clarify</p>	<p>AMC-ATS-FMS support all are included, and to be quoted under the particular line item.</p>
16	<p>OEM Best effort basis support against OEM B2B</p>	<p>Best effort basis support means according to OEM ...Spare and SLA no specific timeline, No Penalty, No Firmware, No Patch, No L2 and L3 Support and Storage Battery Excluded hence Requesting to WBSEDCL, for their assurance of support, has to be provide the OEM confirmation as per RFP B2B clause against OEM B2B.</p>	<p>As per RFP</p>
17	<p>Fortinet and Pep link</p>	<p>Service SKU</p>	<p>Relevant information already available in the RFP</p>
18	<p>Coordination with SAP Implementation Partner/SAP maintenance support vendor for successful operation of the Data Centre & Data recovery centre</p>	<p>Requesting you to share the current Vendor name</p>	<p>Will be shared to the successful bidder.</p>

19	Current OS Version and Current Software License certificate (Except RHEL)	IBM P5/P6/P7 OS Version is AIX 7.1 TL3 -According to IBM, EOS up to TL5. Kindly suggest on same. Against Tivoli, Vmware, Symantec and CA please share your updated software license details including current version along with st date and end date.	Please see amendment
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Following queries have been received from M/s Inspirisys Solutions Ltd. and Clarifications from WBSEDCL have been given below: -

SI No	Page No	Clause No	RFP Term	Query	Reply of WBSECL
1	17	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.	Whether it required onsite dedicated person?	As per RFP
2	17	IB.28. Representatives of Successful Bidder:	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.	"Kindly share the category wise list of resources required for onsite support. Also request to confirm from which date we have to deploy the FM resources onsite?"	As per RFP
3	18	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	Request to confirm -whether Bidder need to comply State Min wages act or Central Min Wages Act?	As per RFP
4	19	GTC.5. Contract Period:	GTC.5.2. No payment will be made to the selected vendor during knowledge transfer phase. Payment will only be made after complete transfer of the system from the existing vendor to newly selected vendor. Accordingly, quarterly payment will be released. Initially Contract period will start from mention start date in annexure or LOA date whichever is later as zero date and will remain valid for a period up to 30/11/2025.	Whether any knowledge base, SOP are available now? What is the timeline for proposed knowledge transfer?	Will be done with successful vendor.
5	19	GTC.5. Contract Period:	GTC.5.3. Contract period may be extended Once by a period of up to 1(one) year with prevailing rate, terms and conditions after expiry of initial contract period up to 30/11/2025 in case performance of the vendor is certified as satisfactory by controlling officer. Successful bidder shall submit a written declaration along with acceptance of LOA for providing extended AMC-ATS-FMS service to WBSEDCL after completion of initial contract period till 30/11/2025 service with prevailing rate and same terms and conditions.	The rates for OEM B2B support shall be changed year-on-year basis, where we do not have control on OEM, hence request to amend the term to mutually agreed basis with revised commercials for extension period as it required OEM back-aligned support for most of the devices.	As per RFP

6	19	GTC.8.Cancellation /Termination of Contract	<p>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.</p> <ul style="list-style-type: none"> · Non acceptance of LOA as per "Acceptance of LoA" clause. · Non submission of Performance BG within time mentioned. · If failed to perform the AMC-ATS & FMS work as per SOW. · If failed to maintain the SLA as per Annexure VII. · 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. 	<p>It is since the contract is predominantly based on OEM B2B and the OEM Payments are to be made in advance whereas the bidder shall be reimbursed at the end of Quarter and hence request the termination clause be suitably modified .</p> <p>Also Kindly provide minimum number of required resources planned.</p>	<p>Please see the amendment.</p> <p>Resources shall be deployed to maintain the SLA as per NIT</p>
7	20	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-X) to guarantee faithful execution of the order in accordance with the terms and conditions stipulated in the order	- As per Central Finance Ministry guidelines the PBG value should be 3% on the Total awarded contract. PI clarify.	As per RFP. Memorandum No 796-F(Y) dated 25.02.2022 of Finance Dept. Govt of WB.
8	22	GTC.14. Service Level Agreement (SLA) and Liquidated Damage (LD):	Service related calls will be logged by WBSEDCL officials/selected FMS bidder 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.	<p>"Assume it is not required to deploy another call management tool by the vendor.</p> <p>Also, shall be able to generate the required MIS reports from the current tool.</p> <p>Kindly confirm."</p>	<p>CA tools – Broadcom</p> <p>Available</p>
9	24	SOW.1.A. SOW for the IT Infrastructure of ERP as per annexure-V & VA	SW.1. The AMC& ATS support along with FMS service of IT Infrastructure related to ERP as per annexure-V & annexure-VA will be started from 1st August,2024 to 30/11/2025 with 1(one) year additional support onsite after successful completion of the above mentioned period as per annexure-IV .	It is Difficult to get OEM quote a year before and also difficult to keep the OEM price validity over a year. Request to separate this requirement from the purview of this RFP for those items where the OEM support is starting effective 1st Aug 2024.	As per RFP
10	24	SOW.1. Scope of Work	SW.2. Bidder will be fully responsible for arranging back to back OEM support for all the hardware & Software except EOS HW as mentioned in Annexure-V, Annexure-VA throughout the AMC-ATS with FMS service contract period. Bidders will submit the documentary evidence for proof of purchase of service from OEM (IBM, RHEL) for respective period. WBSEDCL may verify the back to back agreement with respective OEM for all the HW & SW in the mentioned annexure and bidder shall show the contract agreement with OEM to WBSEDCL at any time with in the contract period if required. Bidder must arrange support for EOS product mention in Annexure-VA. Bidder should arrange all the OEM support as well as EOS product support as per above mentioned for proper maintaining the SLA of contract.	for EOS hardware, while there is no OEM support (Spare, Firmware, Patch etc.) available, the bidder shall provide support on best effort basis where SLA maintenance will not be possible. Request to consider different SLA for EOS hardware support.	SLA to be maintained strictly as per RFP

11	25	SW.7. Facility management Services:	<p>Facility management Services: This activity covers:</p> <ul style="list-style-type: none"> · 24x7 comprehensive operational maintenance support at the DC & DRC for onsite for a period of 1st August,2024 to 30/11/2025 with 1(one) year additional support onsite after successful completion of the above-mentioned period as per annexure-IV. · The bidder will be responsible to provide the FMS support as per mentioned BOQ. The bidder will be responsible for maintenance, monitoring & issue resolution for all hardware, software and network equipment in addition to the support on a daily basis. · The selected bidder will provide 24x7 onsite operation and maintenance services at the DC & DRC for the contract period by the skilled resources in specific domain experience (As per ANNEXURE-V & ANNEXURE-VA) · The bidders are responsible to provide 24X7 comprehensive maintenance support with FMS service onsite and depute sufficient key experts with expertise team lead at DC & DRC in respect of server, storage, network etc. maintenance throughout the tenure of the support period. · The resource distribution for onsite support at DC & DRC should follow the Law of the Land. · The successful bidder has to arrange for inventory of spares. 	<p>"</p> <ul style="list-style-type: none"> - Annexure -V & VA doesn't have the required skilled resources count with qualification, certification and experience etc. <p>Kindly clarify the number of resources required and distribution across the locations planned.</p> <p>Also since the deployment is required as per RFP from 1st Aug 2024 till 30/11/2025. Whereas from 1st Dec 2023 till 31st July 2024 period there is no FMS support requirement in RFP. It is only Limited to AMC support. Kindly confirm."</p>	As per RFP
12	26	SW.8. Comprehensive Maintenance	<p>The selected bidder will provide 24x7 operation and maintenance services onsite for a period of 1st August,2024 to 30/11/2025 with 1(one) year additional support onsite after successful completion of the above-mentioned period as per annexure-IV. The scope of work during the operations phase is divided into following areas which are tabled below:</p> <ul style="list-style-type: none"> · System Administration, Maintenance & Management Services · Network Management Services · Storage Administration & Management Services · Backup & Restore Services · Help Desk Services as applicable for registering the dockets. · Spare Management 	<ul style="list-style-type: none"> - is it other than SW.7 Facility Management Services scope? - Bidder need to deploy onsite resource at DC and DR both locations? Pl clarify number of resources required at each location with qualification, skill and experience for both DC monitoring and Administration activity. <p>Also As per this clause FMS resource is required from 1st Aug 2024. Please confirm if any FMS resource deployment is required during the period up to 31st July 2024.</p>	<p>Resources shall be deployed to maintain the SLA as per RFP.</p> <p>As per RFP</p>
13	31	SOW.1.B. SOW for the IT Infrastructure of EOS HW at DC & DRC	<p>42. The selected bidder shall ensure that all the devices are up and running by loading all the specific configuration/drivers/OS/IOS/patches etc.</p>	<p>Installation of updates/upgrades/patches are on best effort basis only, since the devices are in EOS.</p> <p>Also the OS is EOS by OEMs.</p> <p>Further to update any OS it needs Application / DB vendor concurrence.</p> <p>such activity needs to be carried out on best effort basis</p>	As per OEM support as mentioned in the RFP

				subject to availability of the required components. Kindly modify the clause suitably.	
14	38/39	SOW.1.H. Expertise team Structure:	6) All the key experts & team lead should be technical/science level graduate or its equivalent. During deployment of key resources and technical lead for the entire contract period, bidder should submit the CV for all resources (technical interview may be conducted by the WBSEDCL). If any key expertise's academic qualification and experience found below from the mentioned experience and academic qualification, then the bidder should be responsible to replace the expertise with minimum qualification and experience as mentioned in this NIT otherwise WBSEDCL may terminate the contract as per "Termination of contract clause".	Kindly specify the resource deployment count across the locations wrt the respective domain of expertise.	Resources shall be deployed to maintain the SLA as per RFP.
15	92	ANNEXURE-VIII	– Item Rate BOQ - Price schedule	- The Price schedule template doesn't have provision to enter the FMS (onsite admin and monitoring team) charges. Please clarify	AMC-ATS-FMS support all are included, and to be quoted under the particular line item.
16	24	SOW for the IT Infrastructure of ERP as per annexure-V & VA	SW.2. Bidder will be fully responsible for arranging back to back OEM support for all the hardware & Software except EOS HW as mentioned in Annexure-V, Annexure-VA throughout the AMC-ATS with FMS service contract period. Bidders will submit the documentary evidence for proof of purchase of service from OEM (IBM, RHEL) for respective period. WBSEDCL may verify the back to back agreement with respective OEM for all the HW & SW in the mentioned annexure and bidder shall show the contract agreement with OEM to WBSEDCL at any time with in the contract period if required	For the equipments where OEM provides the back to back support with Best effort basis, the penalty clause cannot be acceptable. since Best effort basis support means according to OEM , the spare and SLA has no specific timeline, No Firmware, No Patch, No L2 and L3 Support and also the Storage Battery Excluded. hence Requesting to WBSEDCL, for their assurance of support, OEM has to provide the MAF and back to back support confirmation as per RFP B2B clause for OEM B2B. or WBSEDCL has to confirm acceptance of communication that OEM has complied against B2B clause of Tender.	As per RFP
17	26	SW.8. Comprehensive Maintenance	Coordination with SAP Implementation Partner/SAP maintenance support vendor for successful operation of the Data Centre & Data recovery centre	Request to share current SAP implementation partner. SAP maintenance vendor name	Will be shared to successful bidder

18	15	IB.16. Conflict of Interest:	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	Hope According to this Clause the Current/incumbent SAP-ERP Vendor can't participate in this BID due to direct impact on pricing against. Annexure-IVA,Annexure-IVC,Annexure-IVD, Annexure-IV and Annex VI for the period of 2023-25.	As per RFP	
	33	SOW.1.C.	1. Bidder should provide MAF from respective OEM i.e. CISCO, IBM, Broadcom, Fortinet, Dell, VMware for all the HW and SW as mentioned in annexures.	Request WBSDC to take ownership to instruct respective OEMs to clear MAF to intending bidders before 10 days of bid submission due date	As per RFP	
	33	SOW.1.C. SOW for the IT Infrastructure of OEM back to back support HW & SW at DC & DRC	2. Bidder will be fully responsible for arranging back to back OEM support for all the hardware & Software as mentioned in Annexure-IVA, Annexure-IVC, Annexure-IVD, Annexure-IVF, Annexure-IVG, Annexure-IVH, Annexure-VI throughout the AMC-ATS contract period. Bidders will submit the documentary evidence for proof of purchase of service from OEM for respective period. WBSEDCL may verify the back to back agreement with respective OEM for all the HW & SW in the mentioned annexure and bidder shall show the contract agreement with OEM to WBSEDCL at any time with in the contract period if required.	Current OS Version and Current Software License certificate (Except RHEL) IBM P5/P6/P7 OS Version is AIX 7.1 TL3 -According to IBM, EOS up to TL5. Kindly suggest on same. Against Tivoli, VMware, Symantec and CA please share your updated software license details including current version along with start date and end date. If any license is not entitled with subscription support and running on Perpetual mode, in this scenario B2B is not possible. WBSEDCL has to take the ownership according to good office practice.	Relevant information already available in the RFP Please see the amendment. As per RFP As per RFP	
	25	SW.6.	SW.6.3. TL / ML/ Patch/ Firmware / Upgradation of AIX and Hardware Devices. SW.6.4. Upgradation of OS (Windows / Linux) & Security Patches of OS	for upgrade OS version, need the database and application vendor as well as OEM Hardware compliance certificate.	Modality will be shared with successful bidder as and when required.	

Following queries have been received from M/s Planet Infrastructure Management Pvt. Ltd and Clarifications from WBSEDCL have been given below: -

[Tender Notice No. WBSEDCL/IT&C/33.10 \(i\)/1707 Dated 12-Jul-2023](#)

Sl No	RFP Term	Query/Assumption	Reply of WBSECL
1	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	Whether it required dedicated person or shared?	As per RFP
2	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	Project leader /Spoc would be Direct Employee of the Bidder as RFP specified. Rest will be deployed according to maintain the SLA Tower wise, RFP has not specified any unit hence assuming Bidder can deploy contractual Badge resource also.	As per RFP
3	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.	Request to confirm -whether Bidder need to comply State Min wages act or Central Min Wages Act?	As per RFP
4	GTC.5.2. No payment will be made to the selected vendor during knowledge transfer phase. Payment will only be made after complete transfer of the system from the existing vendor to newly selected vendor. Accordingly, quarterly payment will be released. Initially Contract period will start from mention start date in annexure or LOA date whichever is later as zero date and will remain valid for a period up to 30/11/2025.	Whether any knowledge base, SOP are available now? What is the timeline for proposed knowledge transfer?	Will be done with successful vendor.
5	GTC.5.3. Contract period may be extended Once by a period of up to 1(one) year with prevailing rate, terms and conditions after expiry of initial contract period up to 30/11/2025 in case performance of the vendor is certified as satisfactory by controlling officer. Successful bidder shall submit a written declaration along with acceptance of LOA for providing extended AMC-ATS-FMS service to WBSEDCL after completion of initial contract period till 30/11/2025 service with prevailing rate and same terms and conditions.	The rates for OEM B2B support shall be changed year-on-year basis, where we do not have control on OEM, hence request to amend the term to mutually agreed basis with revised commercials for extension period as it required OEM back-aligned support for most of the devices	As per RFP
6	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 within time mentioned. · If failed to perform the AMC-ATS & FMS work as per SOW. · If failed to maintain the SLA as per Annexure VII. · 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	It is since the contract is predominantly based on OEM B2B and the OEM Payments are to be made in advance where as the bidder shall be reimbursed at the end of Quarter and hence request the termination clause be suitably modified .	Please see the amendment.
7	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-X) to guarantee faithful execution of the order in accordance with the terms and conditions stipulated in the order	- As per Central Finance Ministry guidelines the PBG value should be 3% on the Total awarded contract. Pl clarify.	As per RFP. Memorandum No 796-F(Y) dated 25.02.2022 of Finance Dept. Govt of WB.

8	Service related calls will be logged by WBSEDCL officials/selected FMS bidder 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.	"Assume it is not required to deploy another call management tool by the vendor. Also, shall be able to generate the required MIS reports from the current tool. Kindly confirm."	CA tools – Broadcom Available
9	SW.1. The AMC& ATS support along with FMS service of IT Infrastructure related to ERP as per annexure-V & annexure-VA will be started from 1st August,2024 to 30/11/2025 with 1(one) year additional support onsite after successful completion of the above mentioned period as per annexure-IV .	It is Difficult to get OEM quote a year before and also difficult to keep the OEM price validity over a year. Request to separate this requirement from the purview of this RFP for those items where the OEM support is starting effective 1st Aug 2024.	As per RFP
10	SW.2. Bidder will be fully responsible for arranging back to back OEM support for all the hardware & Software except EOS HW as mentioned in Annexure-V, Annexure-VA throughout the AMC-ATS with FMS service contract period. Bidders will submit the documentary evidence for proof of purchase of service from OEM(IBM, RHEL) for respective period. WBSEDCL may verify the back to back agreement with respective OEM for all the HW & SW in the mentioned annexure and bidder shall show the contract agreement with OEM to WBSEDCL at any time with in the contract period if required. Bidder must arrange support for EOS product mention in Annexure-VA. Bidder should arrange all the OEM support as well as EOS product support as per above mentioned for proper maintaining the SLA of contract	for EOS Hardware, While there is no OEM support (Spare, Firmware, Patch etc.) available, the bidder shall provide support on best effort basis where SLA maintenance will not be possible. Request to consider different SLA for EOS hardware support	SLA to be maintained strictly as per RFP
11	Facility management Services: This activity covers: · 24x7 comprehensive operational maintenance support at the DC & DRC for onsite for a period of 1st August,2024 to 30/11/2025 with 1(one) year additional support onsite after successful completion of the above-mentioned period as per annexure-IV. · The bidder will be responsible to provide the FMS support as per mentioned BOQ. The bidder will be responsible for maintenance, monitoring & issue resolution for all hardware, software and network equipment in addition to the support on a daily basis. · The selected bidder will provide 24x7 onsite operation and maintenance services at the DC & DRC for the contract period by the skilled resources in specific domain experience (As per ANNEXURE-V & ANNEXURE-VA) · The bidders are responsible to provide 24X7 comprehensive maintenance support with FMS service onsite and depute sufficient key experts with expertise team lead at DC & DRC in respect of server, storage, network etc. maintenance throughout the tenure of the support period. · The resource distribution for onsite support at DC & DRC should follow the Law of the Land. · The successful bidder has to arrange for inventory of spares.	Annexure -V & VA doesn't have the required skilled resources count with qualification, certification and experience etc. 1st August,24 to 30th Nov,25 only required FMS+AMC. From 1st Dec,23 to 31st July,24 periods you have not required FMS, only AMC. Kindly clarify	As per RFP.

12	The selected bidder will provide 24x7 operation and maintenance services onsite for a period of 1st August,2024 to 30/11/2025 with 1(one) year additional support onsite after successful completion of the above-mentioned period as per annexure-IV. The scope of work during the operations phase is divided into following areas which are tabled below: · System Administration, Maintenance & Management Services · Network Management Services · Storage Administration & Management Services · Backup & Restore Services · Help Desk Services as applicable for registering the dockets. · Spare Management	-is it other than SW.7 Facility Management Services scope? Kindly share current deployment of Manpower against which end date will be 30th Nov,23.	Resources shall be deployed to maintain the SLA as per RFP.
13	42. The selected bidder shall ensure that all the devices are up and running by loading all the specific configuration/drivers/OS/IOS/ patches etc.	Installation of updates/upgrades/patches are on best effort basis only/not available, since the devices are in EOS along with OS also EOS. Application and Database vendor go ahead and concurrence both are required. Kindly amend the clause with the assumption.	As per OEM support as mentioned in the RFP
14	6) All the key experts & team lead should be technical/science level graduate or its equivalent. During deployment of key resources and technical lead for the entire contract period, bidder should submit the CV for all resources (technical interview may be conducted by the WBSEDCL). If any key expertise's academic qualification and experience found below from the mentioned experience and academic qualification, then the bidder should be responsible to replace the expertise with minimum qualification and experience as mentioned in this NIT otherwise WBSEDCL may terminate the contract as per "Termination of contract clause".	Requesting you to share Current FMS strength, Tower wise ,against 2 running Projects	Resources shall be deployed to maintain the SLA as per RFP.
15	– Item Rate BOQ - Price schedule	- The Price schedule template doesn't have provision to enter the FMS charges. Please clarify	AMC-ATS-FMS support all are included, and to be quoted under the particular line item.

16	OEM Best effort basis support against OEM B2B	<p>For the equipments where OEM provides the back to back support with Best effort basis, the penalty clause cannot be acceptable.</p> <p>since Best effort basis support means according to OEM , the spare and SLA has no specific timeline, No Firmware, No Patch, No L2 and L3 Support and also the Storage Battery Excluded.</p> <p>hence Requesting to WBSEDCL, for their assurance of support, OEM has to provide the MAF and back to back support confirmation as per RFP B2B clause for OEM B2B.</p> <p>or</p> <p>WBSEDCL has to confirm acceptance of communication that OEM has complied against B2B clause of Tender</p>	As per RFP
17	Fortinet and Pep link	Service SKU NO and current warranty status.	Relevant information already available in the RFP
18	Coordination with SAP Implementation Partner/SAP maintenance support vendor for successful operation of the Data Centre & Data recovery centre	Requesting you to share the current Vendor name	Will be done with successful vendor.
19	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	Current/incumbent SAP-ERP Vendor can't participate in this BID due to direct impact on pricing against. Annexure IVA, Annexure-IVC, Annexure-IVD, Annexure IV and Annex VI for the period of 2023-25. According to Clause IB.16. 4 Conflict of Interest:	As per RFP
20	MAF from OEM	WBSEDCL should take the ownership i.e MAF should be cleared 10days before of BID Submission	As per RFP
21	OS Upgradation	If you want to upgrade OS version, WBSEDCL has to share the database and application vendor as well as OEM Hardware complied certificate in this Tender.	Modality will be shared with successful bidder as and when required.

22	Current OS Version and Current Software License certificate (Except RHEL)	IBM P5/P6/P7 OS Version is AIX 7.1 TL3 - According to IBM, EOS up to TL5. Kindly suggest on same. Against Tivoli, Vmware, Symantec and CA please share your updated software license details including current version along with st date and end date. If any license has not entitled with subscription support and running on Perpetual mode. In this scenario B2B is not possible. WBSEDCL has to take the ownership according to good office practice.	Please see the amendment.
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Following queries have been received from M/s CMS Computers Ltd and Clarifications from WBSEDCL have been given below: -

Sl. No	Doc.#	Pg.#	Clause / Sub-Clause Reference (if any)	Existing Provisions of NIT document (that has invited queries)	Bidder's Query	Reply of WBSECL
1	PORTAL	N / Ap.		As shown in the screenshot appended.	1) We find 1 Declaration file (Annex-XII) in the NIT. Pls advise which other 4 declarations are to be submitted? 2) It's a pure Service job. What to submit in lines re Machineries 1, 2 & 3 ? 3) Here you've asked for the BS & P/L for 4 years starting from 2018-19 where as in the NIT it's for 3 years starting from 2019-20. Pls clarify. 4) Here, in line # 20, you've asked for Fin Info re Technical Personnel on Contract. The same is again sought in line # 27. Will it matter in bid evaluation / qualification? (especially when it's clearly mentioned in the NIT that No subcontracting will be allowed).	As per RFP
2	Tendernotice_1	8	IB.7	Prebid venue / mechanism	Requesting also to enable / allow on-line participation and to share the link in advance.	Shared.
3	Tendernotice_1	13	IB.11.2.11	Agreement for third party access security policy of WBSEDCL & Non-Disclosure Agreement (NDA) as per Annexure-XIV shall be properly filled in, <u>signed and submitted during contract agreement</u> .	It's implied that the Annex-XIV (NDA) & Annex-XVI (Contract Agreement) are to be executed / submitted by the successful bidder (i.e. after LoA) only BUT is Annex-XIII (3rd Party Access) to be filled in & submitted along with the bid or after the Order ?	As per RFP
4	Tendernotice_1	13	IB.11.2.14	2 years GST return documents.	Which 2 years?	Last 2 years . i.e 2020-21, 2021-22
5	Tendernotice_1	13	IB.11.2.15 - 18	Financial docs	Various fin docs viz. Audited BS, P&L, Net Worth, Liquid Asset etc. have been sought for the Fiscal years 2019-20, 20-21 & 21-22 BUT IT Return docs have been sought for Fiscal years 2018-19, 19-20 & 20-21. Is it purposefully?	Please see the amendment.

6	Tendernotice_1	25	SW2	Bidder must arrange support for EOS product mention in Annexure-VA. Bidder should arrange all the OEM support as well as EOS product support as per above mentioned for proper maintaining the SLA of contract.	If OEM is not ready to support for Spare & PS support. Shall we arrange Support from 3rd Party?	As per RFP	
7	Tendernotice_1	25	SW.5	If require, bidder is also responsible to liaison with the existing FMS/Application vendor for successful maintenance of the ERP landscape.	Please clarify Bidder will be responsible only for FMS of Hardware that is used for ERP solution. FMS for EMS application is out of scope for bidder	FMS of ERP Application is out of scope.	
8	Tendernotice_1	25	SW.6.3	TL / ML/ Patch/ Firmware / Upgradation of AIX and Hardware Devices.	We understand that bidder is responsible to update the device/hardware to the last available patch / Firmware that is released by OEM before the End of support date. Please clarify	As per RFP	
9	Tendernotice_1	25	SW.6.4	Upgradation of OS (Windows / Linux) & Security Patches of OS.	Kindly provide the details of number of Windows / Linux servers and their O.S versions and licenses	Will be communicated to successful bidder .	
10	Tendernotice_1		General Query		We assume that the SLA is not applicable for part replacement of EOL and EOS devices as the part as subject to market availability	SLA as per RFP	
11	Tendernotice_1	26	A.a)	24x7 monitoring and management of the servers including Clusters in the Data Centre.	Kindly share detail re existing Monitoring and ticketing Tools	CA tools- Broadcom	
12	Tendernotice_1	27	i)	Adoption of policies and procedure, compliances, guideline or international standard as defined by the Client.	Policies, procedure, compliances guideline has to be shared by WBSEDCL in due time.	Will be communicated to successful bidder .	
13	Tendernotice_1	27	SW.8	Network Management Services	We assume that the NMS tool is in place and can be used by Bidder for monitoring network parameters, Server's health, CPU utilization, patch management. Please clarify	NMS tool is in place and can be used by successful bidder	
14	Tendernotice_1	28	SW8A	Bidder will be responsible for laying any network or FC cable for any changes or any requirement come for the HW & SW under BoQ with proper tagging	In case of any requirement (beyond the agreed SoW / Sites) will additional cost be borne by WBSEDCL?	As per RFP	
15	Tendernotice_1	30	27	Prepare /Manage / Mitigate / Share SLA compliance report or any report as desired by WBSEDCL for all HW & SW on hourly/weekly/bi-monthly/ monthly/ quarterly basis	Hourly report is not Industry standard. Is it OK to share Report on Weekly / Monthly and Quarterly basis?	As per RFP	
16	Tendernotice_1	31	E	Physical monitoring of all the network devices in continuous manner and logical health monitoring through ITSM tools (IT system management).	Please share the details of the existing ITSM Tool & it's functionality.	CA tools- Broadcom	
17	Tendernotice_1	32	53	Bidder should monitor the overall ambient parameters of the Datacentre & DRC centre like Cooling / Power / UPS / DG Support etc. and coordinate with respective vendors of WBSEDCL to arrange necessary support for smooth running of IT infrastructure.	Is it Private DC or collocated? What tools are used to Monitor Power, Cooling in DC & DRS.	As per RFP	
18	Tendernotice_1	32	57	Capacity Utilization, Monitoring and reporting	Any Tool used for Capacity Utilization, Monitoring and reporting or using Native Tools ?	CA tools- Broadcom	

19	Tendernotice_1	34	8C	Monitoring and analysing of HW health status through the utility/tools design by OEM for identifying HW and OS error in proactive mode for preventive maintenance or as per business requirement of WBSEDCL.	Please share Tool name and functionality offered.	As per industry standard.
20	Tendernotice_1	34	8G	Helpdesk ticket monitoring through ITSM tools for any incident raised against any HW under the head of OEM support BOQ and resolve the incident within the stipulated resolution time in the SLA. Monitoring of helpdesk & ITSM tools must be from the location of DC & DRC	Please share Tool name and functionality offered.	CA tools- Broadcom
21	Tendernotice_1	35	22	Ensure proper running of all critical HW & SW so that the business modules like CRM, MDAS, GIS, different in-house applications (GIS, spot bill and many others WBSEDCL mobile & desktop APP etc.), SAP-ISU, EP, PO, BW, ITSM tools, AD, SMS, eoffice, network related systems, Patch management etc. are running at DC & DRC without interruption	Who will provide SAP application monitoring, troubleshooting and Maintenance support?	FMS vendor of application Landscape.
22	Tendernotice_1	36	40	Bidder should arrange necessary IT equipment's as Data Cartridges, Cleaning Cartridges, Network Cables, patch cords, Fiber cables, Network connectors, Power Distribution units, Industrial sockets etc. for the entire tenure of the support contract as per business requirements for DC & DRC for managing existing hardware landscape	Need Data Cartridges / Cleaning Cartridges consumption for last 3 years estimation	As per RFP
23	Tendernotice_1	38	C)	The bidder must stock sufficient Data & Cleaning Cartridges for LTO 5 & LTO 6 Drives (minimum 50nos LTO5,50nos. LTO6,20nos cleaning cartridge should be in stock), CAT6 cable(600mts minimum), patch cord, FC cable(minimum 30nos of 25mts), required parts like HDD, SDD, CPU, Memory, Raid controller, mother board, SMPS etc. for EOS product at Data Centre & Data Recovery centre and necessary tools for providing maintenance supports in case of any fault or any new requirements in the infrastructure landscape of existing servers, storage, network, backup, LAN cabling, Fiber cabling of supported HW & SW at DC & DRC	Need concession for maintaining Spare for CPU and Memory	As per RFP

Following queries have been received from M/s Tata Consultancy Services Ltd and Clarifications from WBSEDCL have been given below: -

SL. No.	Clause Name	Clause No. & Page No.	Existing Provisions	Bidder's Queries	Reply of WBSECL
1	Validity of Tender and Offer:	IB.14. & Page No. 14	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, WBSECL 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	Offer against tender shall remain valid for a minimum period of 180(One hundred eighty) days from next day of Closing of the tender mentioned elsewhere in this NIT.	As per RFP
2	Contract Period:	GTC.5.3. & Page No. 19	Contract period may be extended Once by a period of up to 1(one) year with prevailing rate, terms and conditions after expiry of initial contract period up to 30/11/2025 in case performance of the vendor is certified as satisfactory by controlling officer. Successful bidder shall submit a written declaration along with acceptance of LOA for providing extended AMC-ATS-FMS service to WBSECL after completion of initial contract period till 30/11/2025 service with prevailing rate and same terms and conditions	It is suggested that the price and terms & conditions of any extensions beyond contract period be mutually discussed and decided .	As per RFP
3	Quantity Variation & De-scoping of items:	GTC.5.4. & Page No. 19	With due consent of the bidder WBSECL may add or de-scope few items (preferably EOL/EOS products) from BOQ. Additional quantity may be approximately 25% of the ordered quantity of the line items on the basis of existing rates, terms and conditions. Accordingly contract price may be updated.	Bidder will be liable to supply additional quantity up to 5% of the original ordered quantity at same rate. Rate for additional quantity over 5% will be mutually decided at the time of placing order for additional quantity.	As per RFP
4	Performance Bank Guarantee:	GTC.9.1. & Page No. 20	As Contract Guarantee, successful bidder shall furnish a Performance Guarantee in the form of unconditioned & irrevocable Bank Guarantee amounting to 10% of the awarded contract price from any Scheduled Bank of RBI as per enclosed Proforma (Annexure-X) to guarantee faithful execution of the order in accordance with the terms and conditions stipulated in the order.	In view of recent Central Govt Notification, it is requested to reduce the value of PBG to 3% of contract value.	As per RFP. Memorandum No 796-F(Y) dated 25.02.2022 of Finance Dept. Govt of WB..
5	Additional Performance Bank Guarantee	GTC.10.1. & Page No. 20	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.	An additional performance guarantees equivalent to 3% 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.	As per RFP
6	Terms of payment	GTC.13.3. & Page No.21	The AMC-ATS with ERP FMS charges shall be paid by WBSECL on quarterly basis at the end of each three monthly periods from the date of initial start of AMC-ATS Service. The payments will be made after deducting LD/penalties if any, based on the SLA and other MIS reports.	Bidder requests to release AMC /ATS payments annually in advance .	As per RFP
7	Service Level Agreement (SLA) and Liquidated Damage (LD):	GTC.14.1 & Page No. 22	The purpose of this SLA is to clearly define the levels of service to be provided by bidder to WBSECL for the entire service period of this contract until this SLA has been amended. The Detailed SLA parameters have been described in Annexure VII (SLA) .	Total penalty + Liquidated Damages should be capped at 5% of the total cost of ownership	As per RFP

8	Service Level Agreement (SLA) and Liquidated Damage (LD):	GTC.14.1 & Page No. 22	If the bidder fails to set right the malfunctioning of the system within schedule downtime as indicated in relevant clause, WBSEDCL may recover from Bidder @1/2% (half percent) amount of proportionate order value of that Quarter per hour or part thereof as Liquidated Damage and same amount i.e. @1/2% half percent) amount of proportionate order value of that Quarter per dry or part thereof as Liquidated Damage for non-critical items. The maximum value of LD would be 10% (ten percent) Of order value per Quarter. In case of termination of rot as per termination clause,	Requested that the overall liability under this contract be limited to 5% of the contract value.	As per RFP
9	Hardware & Software details of GIS & other applications landscape	Annexure - VI, Page No. 88	OEM B2B for HW Serial numbers - 7HROBP2 , 6XGOBP2, DX3SGO2	As per OEM, Serial numbers would be 7HROBP2 , 6XGOBP2, DX3SGO2. Needs to be amended in the tender document.	Please See the amendment
10	IBM Storage & Tape Library	Annexure - IVF, Page No. 63	OEM B2B for HW Serial number - 0007898037 (Product- ULT3580-TD6)	As per OEM, Serial numbers would be 00078B9EA6. Needs to be amended in the tender document.	Please see the amendment

S. No.	Clause No. of the Tender Document	Page No of the Tender Document	Text details	Query details	Reply of WBSECL
1.	IB.11.1.4. Earnest money [Bid Guarantee]	9-12	<p>4. The Bid Guarantee shall be forfeited for any of the following reasons:</p> <p>i. If during the period of bid validity, bidder withdraws or modifies the bid in part or as a whole.</p> <p>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.</p> <p>iii. If successful bidder(s) fail(s) to extend the validity period of EMD if required during the tendering process.</p>	<p>4. The Bid Guarantee shall be forfeited for any of the following reasons:</p> <p>i. If during the period of bid validity, bidder withdraws or modifies the bid in part or as a whole.</p> <p>ii. If successful bidder(s) fail(s) to accept the order <u>on mutually agreed terms unconditionally as per "Acceptance of LoA" clause of bid document</u> or fail(s) to furnish contract performance bank guarantee (PBG) as stipulated in PBG <u>or fail(s) to furnish additional performance bank guarantee as stipulated in "Additional Performance Bank Guarantee" clause of bid document.</u></p> <p>iii. If successful bidder(s) fail(s) to extend the validity period of EMD if required during the tendering process.</p> <p>iv. If any cartel is formed by the bidder in their quotation.</p>	As per RFP

Commented [MG1]: What is this Additional PBG and why this is required?

			iv. If any cartel is formed by the bidder in their quotation.		
2.	IB.16. Conflict of Interest	15-16	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>	As per RFP
3.	IB.15. Purchase Order	19	WBSEDCL will communicate acceptance of tender to the successful bidder by a purchase	WBSEDCL will communicate acceptance of tender to the successful bidder by a purchase order/LOA.	As per RFP

Commented [MG2]: This is difficult to check in such a big company

			order/LOA. Successful bidder shall communicate unconditional acceptance of the purchase order/LOA.	Successful bidder shall communicate unconditional acceptance of the purchase order/LOA <u>subject to mutually agreed terms and conditions.</u>	
4.	IB.21. Acceptance of LOA	16	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.	Successful bidder should submit written unconditional acceptance of LOA within 15.7 (fifteenseven) days from date of issuance of the same <u>subject to mutually agreed terms and conditions.</u> 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.	As per RFP
5.	IB.22. Execution of Contract Agreement	16	Contract Agreement, as per Annexure-XVI, 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	Contract Agreement, as per Annexure-XVI <u>and mutually discussed and agreed by the parties,</u> 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	As per RFP
6.	GTC.3. Risk Purchase / Performance	18	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.	<u>Subject to WBSEDCL performing its obligations on time,</u> 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 cancel the Contract and forfeit the PBG 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.	As per RFP

Commented [MG3]: Business to review

7.	GTC.4. Limitation of liability:	18	<p>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</p> <p>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.</p>	<p>GTC.4.1. Neither Party shall be liable to the other Party for any indirect, incidental, special, punitive 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</p> <p>GTC.4.1. 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 paid to Bidder by WBSEDCL in the preceding twelve months under that applicable work that gives rise to such liability (as of the date the liability arose). Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment/solutions, with respect to patent infringement.</p> <p><u>Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by WBSEDCL or its employees or agents or third party service providers to perform any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of WBSEDCL, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of WBSEDCL. Such failures</u></p>	As per RFP
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				<u>or delays shall be brought to the notice of WBSEDCL and subject to mutual agreement with WBSEDCL, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice WBSEDCL for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.</u>	
8.	GTC.8. Cancellation/Termination of Contract	19-20	<p>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.</p> <ul style="list-style-type: none"> • Non-acceptance of LOA as per “Acceptance of LOA” clause. • Non-submission of Performance BG within the timeline mentioned. • If failed to perform the AMC-ATS & FMS work as per SOW. <p>If failed to maintain the SLA as per Annexure VII. If Sufficient key experts/Manpower not provided during the work execution.</p> <ul style="list-style-type: none"> • 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. <p>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.</p>	<p>GTC.8.1. WBSEDCL shall have the right to repudiate the contract if the work is not being performed as per satisfaction of WBSEDCL <u>the agreed scope</u>. The following causes may also lead to cancellation of LOA.</p> <ul style="list-style-type: none"> • Non-acceptance of LOA as per “Acceptance of LOA” clause. • Non-submission of Performance BG within the timeline mentioned. • If failed to perform the AMC-ATS & FMS work as per SOW <u>provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to WBSEDCL and/or its other vendors or due to reasons of Force Majeure.</u> <p>If failed to maintain the SLA as per Annexure VII <u>provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to WBSEDCL and/or its other vendors or due to reasons of Force Majeure.</u></p> <p>If Sufficient key experts/Manpower not provided during the work execution.</p> <ul style="list-style-type: none"> • In each above cases 30 <u>15</u> 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. <p>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,</p>	As per RFP

			<p>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.</p>	<p>WBSEDCL will give 15 (fifteen) days' notice period in writing to the vendor of his decision to do so.</p> <p><u>Prior to providing a written notice of cancellation to the Selected Bidder, WBSEDCL shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to cancel the contract shall be taken only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period. In the event of this agreement being cancelled, WBSEDCL shall be liable to make payments of all the amount due under this agreement for which services have been rendered by the Bidder to WBSEDCL till the date of cancellation.</u></p> <p><u>Bidder shall also have the right to terminate the agreement if WBSEDCL commits a breach of the terms and conditions of the agreement and, where such breach is curable, fails to cure the same within 30 days provided for curing such breach.</u></p> <p>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.</p>		
9.	GTC.9. Performance Bank Guarantee	20	<p>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-X) 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.</p>	<p>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-X) 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.</p> <p>GTC.9.2. Performance Guarantee shall cover the contract period for satisfactory performance <u>as per the</u></p>	As per RFP	

			<p>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.</p> <p>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.</p> <p>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.</p>	<p><u>agreed scope</u>. For any failure towards satisfactory performance <u>as per the agreed scope</u> on the part of the vendor, Bank Guarantee will be liable for encashment and forfeiture.</p> <p>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.</p> <p>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.</p>		
10.	GTC.11. Force Majeure	21	<p>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.</p>	<p>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, <u>epidemics, pandemics</u>, and/or restrictions or any other cause beyond the reasonable control of the bidder. However, such force-majeure circumstances should be intimated <u>within 10 days of occurrence</u> and established subsequently with appropriate documents/proofs to the entire satisfaction of WBSEDCL. WBSEDCL will not also take any additional liability towards enhanced taxes, duties and price variation due to force majeure condition.</p> <p><u>In such a case the time for performance shall be extended by a period(s) not less than the duration of such delay.</u></p>	As per RFP	

				<p><u>If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Bidder shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement</u></p>		
11.	GCC.13. Terms of payment	21-22	Terms of payment	<p><u>Please add:</u></p> <p><u>WBSEDCL shall make the payment within 30 days of receipt of bill. All payments due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, Bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by WBSEDCL and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement. Any dispute regarding the invoice will be communicated to the selected bidder within 10 days from the date of receipt of the invoice else the invoice is deemed to have been accepted by WBSEDCL.</u></p>	As per RFP	
12.	GTC.14. Service Level Agreement (SLA) and Liquidated Damage (LD)	22-23	<p>GTC.14.1. 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-VII (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</p>	<p>GTC.14.1. 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 <u>with mutual agreement</u>. The Detailed SLA parameters have been described in ANNEXURE-VII (SLA). SLA may be reviewed and revised according to the need of WBSEDCL <u>but with mutual agreement with the Bidder</u>. 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</p>	As per RFP. Please see the amendment for typo error.	

		<p>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.</p> <p>GTC.14.3. 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-ATS service, the following steps will be taken: -</p> <ul style="list-style-type: none"> • 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. <p>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 CAMC for engagement of third party will be deducted from outstanding bill /BG lying / to be lying with WBSEDCL</p> <p>If the bidder fails to set right the malfunctioning of the system within schedule downtime as indicated in relevant clause, WBSEDCL may recover from Bidder @1/2% (half percent) amount of proportionate order value of that Quarter per hour or part thereof as Liquidated Damage and same amount i.e. @1/2% half</p>	<p>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.</p> <p>GTC.14.3. 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-ATS service, the following steps will be taken: -</p> <ul style="list-style-type: none"> • WBSEDCL may issues a show cause notice to the Bidder. Bidder should reply to the notice within three <u>seven</u> 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. <p>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 <u>at its own costs. The difference in cost of CAMC for engagement of third party will be deducted from outstanding bill /BG lying / to be lying with WBSEDCL</u></p> <p>If the bidder fails to set right the malfunctioning of the system within schedule downtime as indicated in relevant clause, WBSEDCL may recover from Bidder @1/2% (half percent) amount of proportionate order value of that Quarter per hour or part thereof as Liquidated Damage and same amount i.e. @1/2% half percent) amount of proportionate order value of that Quarter per day or part thereof as Liquidated Damage for non-critical items. The maximum value of LD would be 510% <u>(five ten</u> percent) Of order value per Quarter.</p>	
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Commented [MG4]: Business to review from commercial perspective

			percent) amount of proportionate order value of that Quarter per dry or part thereof as Liquidated Damage for non-critical items. The maximum value of LD would be 10% (ten percent) Of order value per Quarter. In case of termination of rot as per termination clause, WBSEDCL will engage third party for the maintenance of supplied and installed items and related service. The difference in cost of warranty for engagement of third party will be deducted from outstanding bill /BG lying / to be bring with WBSEDCL.	In case of termination of rot as per termination clause, WBSEDCL will engage third party for the maintenance of supplied and installed items and related service <u>at its own costs. The difference in cost of warranty for engagement of third party will be deducted from outstanding bill /BG lying / to be bring with WBSEDCL.</u>	
13.	Section 3: Scope of Work	24-40	<p>SOW.1.A. SOW for the IT Infrastructure of ERP as per annexure-V & VA</p> <p>SW.2. Bidder will be fully responsible for arranging back to back OEM support for all the hardware & Software except EOS HW as mentioned in Annexure-V, Annexure-VA throughout the AMC-ATS with FMS service contract period. Bidders will submit the documentary evidence for proof of purchase of service from OEM (IBM, RHEL) for respective period. WBSEDCL may verify the back to back agreement with respective OEM for all the HW & SW in the mentioned annexure and bidder shall show the contract agreement with OEM to WBSEDCL at any time with in the contract period if required</p> <p>SOW.1.B. SOW for the IT Infrastructure of EOS HW at DC & DRC</p> <p>Bidder should strictly follow the IT security policy implemented in WBSEDCL throughout the tenure of the contracts</p>	<p>SOW.1.A. SOW for the IT Infrastructure of ERP as per annexure-V & VA</p> <p>SW.2. Bidder will be fully responsible for arranging back to back OEM support for all the hardware & Software except EOS HW as mentioned in Annexure-V, Annexure-VA throughout the AMC-ATS with FMS service contract period. Bidders will submit the documentary evidence for proof of purchase of service from OEM (IBM, RHEL) for respective period. WBSEDCL may verify the back to back agreement with respective OEM for all the HW & SW in the mentioned annexure and bidder shall show the contract agreement with OEM to WBSEDCL at any time with in the contract period if required</p> <p>SOW.1.B. SOW for the IT Infrastructure of EOS HW at DC & DRC</p> <p>Bidder should strictly follow the IT security policy implemented in WBSEDCL throughout the tenure of the contracts</p>	As per RFP

Commented [MG5]: What is this?

14.	ANNEXURE-I: PROPOSAL	BID	41-42	<p>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. 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.</p> <p>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.</p> <p>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.</p> <p>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 3 (three)% 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</p>	<p>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. 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 <u>subject to the deviations submitted along with the bid proposal</u>.</p> <p>1 Prices & Validity: 1.1 The offer against tender will remain valid for a minimum period of 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.</p> <p>3 Deviations: We declare that contract shall be executed strictly in accordance with the specifications mentioned in the NIT <u>subject to the deviations submitted along with the bid proposal</u> and without any deviations. Further, we agree that additional conditions, deviations, if any, found in the proposal documents, shall not be given effect to.</p> <p>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 (three)% 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.</p>	As per RFP
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			equivalent to 10 (ten)% of tendered amount as per terms and conditions stipulated in NIT.		
15.	ANNEXURE-VII, Service Level Agreement	89-91	<p>NB : The LD will be calculated by considering all the incident occurred in a quarter. Maximum aggregated value of LD will not exceed 10% of the Quarterly value of total contract.</p> <p>a. Liquidated Damage/ Penalty Deduction: - In case of LD/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 AMC-ATS for engagement of third party will be deducted from outstanding bill /BG lying / to be lying with WBSEDCL.</p> <p>g. Breach of SLA: In case the vendor does not meet the service levels as mentioned above and calculated value of LD exceeds 10% for two (2) consecutive quarters, 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</p>	<p>NB : The LD will be calculated by considering all the incident occurred in a quarter. Maximum aggregated value of LD will not exceed 10% of the Quarterly value of total contract.</p> <p>a. Liquidated Damage/ Penalty Deduction: - In case of LD/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 at its own costs. The difference in cost of AMC-ATS for engagement of third party will be deducted from outstanding bill /BG lying / to be lying with WBSEDCL.</p> <p>g. Breach of SLA: In case the vendor does not meet the service levels as mentioned above and calculated value of LD exceeds 10% for two (2) consecutive quarters, 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-seven 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.</p>	As per RFP

			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.		
16.	ANNEXURE-X: PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE (Earnest Money)	93	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.	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 <u>contingencies mentioned in the Tender Documents; the following contingencies:</u> <u>1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or</u> <u>2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:</u> <u>(a) fails or refuses to execute the Contract Form if required on mutually agreed terms and conditions; or</u> <u>(b) fails or refuses to furnish the performance security.</u>	As per RFP
17.	ANNEXURE-XII: Declarations	96-97	4. 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.	4. 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.	As per RFP

			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	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		
18.	Annexure-XIV: Non-disclosure Agreement	99-101	<p>Disclosure of Confidential Information</p> <p>Either party may disclose to the other party either orally or in any recorded medium,</p> <p>Confidentiality</p> <p>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.</p>	<p>Disclosure of Confidential Information</p> <p>Either party may disclose to the other party either orally or in any recorded medium,... <u>The oral information should be marked as "confidential" within 5 days of such disclosure</u></p> <p>Confidentiality</p> <p>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.</p>	As per RFP	

			<p>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.</p> <p>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.</p>	<p>Term This Agreement shall terminate years from the Effective Date. Receiving Party's obligations with respect to confidentiality shall expire after three years from the date of disclosure.</p> <p>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. <u>The obligation under this clause will not apply where it is necessary to retain any Confidential Information or materials for the purpose as required by law or for internal auditing purposes or electronic data stored due to automatic archiving and back-up procedures.</u></p>	
19.	ANNEXURE-XV: CONTRACT AGREEMENT	103	<p>1. Selection of vendor for the AMC-ATS Renewal of Hardware /Software /Licenses in respect of products of CISCO, IBM, CA- Broadcom, DELL, VMware etc. at DC-DRC of WBSEDCL till 30/11/2025+1 year mode. NIT No WBSEDCL/ IT & C /33.10(i) /XXX Dated XX/09/2023</p> <p>2. Letter of Award (LoA) placed by WBSEDCL on M/ s vide Memo No WBSEDCL/IT&C /33.10(i) /XXXX Dated. XX.XX. XXXX</p> <p>This agreement is entered into by above mentioned parties for FMS Services in WBSEDCL for the period, quantity, terms and conditions guided by above mentioned NIT & LoA.</p>	<p>1. Selection of vendor for the AMC-ATS Renewal of Hardware /Software /Licenses in respect of products of CISCO, IBM, CA- Broadcom, DELL, VMware etc. at DC-DRC of WBSEDCL till 30/11/2025+1 year mode. NIT No WBSEDCL/ IT & C /33.10(i) /XXX Dated XX/09/2023</p> <p><u>2. Bid Proposal submitted by the Bidder</u></p> <p>32. Letter of Award (LoA) placed by WBSEDCL on M/ s vide Memo No WBSEDCL/IT&C /33.10(i) /XXXX Dated. XX.XX. XXXX</p> <p>This agreement is entered into by above mentioned parties for FMS Services in WBSEDCL for the period, quantity, terms and conditions guided by above mentioned NIT & LoA <u>subject to mutual agreement between the parties.</u></p>	As per RFP

			M/shereby agrees to adhere to all the clauses mentioned in NIT & LoA.	M/shereby agrees to adhere to all the clauses mentioned in NIT & LoA <u>subject to mutual agreement between the parties.</u>	
<p>Additional clauses for inclusion in the Agreement:</p> <p>Execution Infrastructure</p> <p>WBSEDCL will provide necessary and adequate infrastructure to enable Bidder to fulfill its commitment for the assignment. This will be applicable for each Bidder Consultant associated with the project and will be arranged for and provided at no cost to Bidder. The infrastructure will include:</p> <ul style="list-style-type: none"> i. Office space; ii. Hardware and software; iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs; iv. Office stationery and consumable; v. Secretarial assistance, if necessary at site; vi. Telephone, e-mail and fax facilities at site; vii. Photocopying assistance; viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided). <p>The above-mentioned infrastructure will be required for work to be carried out at the site of WBSEDCL during regular working hours. WBSEDCL shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.</p> <p>Co-ordination</p> <p>WBSEDCL will provide timely clarifications and feedback sought by Bidder's Consultants during the period of the Agreement. WBSEDCL will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various WBSEDCL Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have necessary authorization from WBSEDCL to take decisions and give timely approvals as per the need of the project.</p> <p>Assistance</p> <p>WBSEDCL will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the WBSEDCL, before the service is undertaken by Bidder.</p> <p>Necessary and sufficient time will have to be spent by Users in WBSEDCL with Bidder personnel during this stage of the assignment.</p> <p>Change Management Procedure</p> <p>A change identified at any stage of the Agreement which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the WBSEDCL to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the WBSEDCL for its approval within a reasonable time period. Bidder will incorporate the change after receiving WBSEDCL's written approval. In case of delay in approval by the WBSEDCL, the baseline itself may undergo a change; this will mean a reassessment of the charges.</p>					<p>No Change in RFP. All the terms and conditions except amendments of the existing tender will remain unchanged.</p>

Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the Agreement will be conveyed by Bidder to WBSEDCL. These will be evaluated jointly by WBSEDCL and Bidder and will be provided by WBSEDCL at no cost to Bidder.

Additional Support and Services

In case WBSEDCL requires any additional support in execution of its tasks in respect of the Agreement, it shall be provided to them by Bidder on availability-basis at its then current market rate.

Travel and Related Expenses

Should the Agreement require any travel by any Bidder expert outside their respective base location(s), WBSEDCL will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.

Cost Escalation

Bidder will monitor the cost components related to the Agreement. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by WBSEDCL, non-availability of facilities at WBSEDCL, increase in the scope of the agreed Change-Requirements or increase in WBSEDCL Implementation support requirements etc., Bidder will bring this to the attention of WBSEDCL. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.

Non-employment

WBSEDCL will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the Agreement, during the period between the date of this proposal and two years from the completion of the Agreement arising herefrom.

General Indemnity

WBSEDCL will, during the period of the coverage of the Agreement, indemnify and hold Bidder harmless from any loss, injury, claim or damage resulting from any death or injury to any person or property of Bidder arising out of the use or possession of the equipment or location of WBSEDCL by Bidder or its personnel, unless caused by the negligence of Bidder personnel and the limitation or liability provided herein shall not apply to such loss, injury, claim or damages.

Assignment

Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party

Nonexclusively

Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under the Agreement.

Independent Relationship

The Agreement is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.

Publicity

Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.

Supplier's Proprietary Software and Pre-Existing IP (if applicable)

WBSEDCL acknowledges and agrees that this is a professional services agreement, and this agreement is not intended to be used for licensing of any Supplier's proprietary software or tools. If Supplier and WBSEDCL mutually agree that the Supplier provides to WBSEDCL any proprietary software or tools of Supplier or of a third party, the parties shall negotiate and set forth the applicable terms and conditions in a separate license agreement and the provisions of this Clause shall not apply to any deliverables related to customization or implementation of any such proprietary software or products of Supplier or of a third party. Further, WBSEDCL acknowledges that in performing Services under this Agreement Supplier may use Supplier's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by Supplier prior to or independent of the Services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the Services hereunder, ("Supplier Pre-Existing IP"). Notwithstanding anything to the contrary contained in this Agreement, Supplier shall continue to retain all the ownership, the rights title and interests to all Supplier Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting Supplier from using Supplier Pre-Existing IP in any manner. To the extent that any Supplier Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under this Agreement, Supplier hereby grants to WBSEDCL a non-exclusive, perpetual, royalty free, fully paid up, irrevocable license, with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such Supplier Pre-Existing IP in connection with the deliverables and only as part of the Deliverables in which they are incorporated or embedded. The foregoing license does not authorize WBSEDCL to (a) separate Supplier Pre-Existing IP from the deliverable in which they are incorporated for creating a stand-alone product for marketing to others; (b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Supplier Pre-Existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Supplier in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Supplier Pre-Existing IP.

Residuary Rights.

Each Party shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Agreement and Statement of Work(s) hereunder. For the purposes of clarity, the Supplier shall be free to provide any services or design any deliverable(s) that perform functions same or similar to the deliverables being provided hereunder for the Client, for any other customer of the Supplier (including without limitation any affiliate, competitor or potential competitor of the WBSEDCL. Nothing contained in this Clause shall relieve either party of its confidentiality obligations with respect to the proprietary and confidential information or material of the other party.