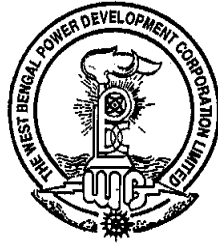


**THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED
(WBPDC)**



**Tender Document
For
Supply, Installation, Implementation, Maintenance
of
ICT Infrastructure including Facility Management Services for ERP
Infrastructure of WBPDC**

Tender Notice No. WBPDC/Tend-Adv/16-17/CC/148/Corp, Dtd 23.7.2016

Bidyut Unnayan Bhaban, 3/C, Block-LA, Sector-III, Salt Lake City,

Kolkata-700098

Website: www.wbpdcl.co.in

Section 1 to 8

1. Introduction
2. Notice Inviting Tenders
3. Instructions to Bidder
4. General Conditions of Contract (GCC)
5. Special Conditions of Contract (SCC)
6. Scope of Work
7. Technical Specification
8. Annexure

These documents are meant for the exclusive purpose of bidding against this NIT, and shall not be transferred, reproduced or otherwise used for purposes other than that for which they are specifically issued.

Disclaimer

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

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Abbreviations and Acronyms

Abbreviations and Acronyms	Expanded Form
24x7	Round the Clock (activity which continues for 24 hours a day & 7 days a week)
ABC	Activity Based Costing
ABT	Availability Based Tariff
AFS	Annual Financial Statement
AICTE	All India Council for Technical Education
AMS	Annual Maintenance Support
ARC	Annual Rate Contract
ARR	Aggregate Revenue Requirement
ASCII	American Standard Code for Information Interchange
ATC	Accounts Transfer Credit
ATD	Accounts Transfer Debit
ATS	Annual Technical Support
B. Tech	Bachelor of Technology
BC	Banker's Cheque
BG	Bank Guarantee
BkTPS	Bakreshwar Thermal Power Station
BOM	Bill of Materials (includes Bill of Quantities)
BOQ	Bill of Quantity
BSDD	Business Solution Design Document
BSDS	Business Solution Design Simulation
BTPS	Bandel Thermal Power Station
CA	Chartered Accountant
Capex	Capital Expenditure
CARO	Companies (Auditor's Report) Order
CCA	Cost Centre Accounting
CEA	Central Electricity Authority
CMD	Chairman & Managing Director
CMMi	Capability Maturity Model integration
COD	Commercial Operation Date
CPG	Contract Performance Guarantee
CPS	Career Progression Scheme
CPV	Contributory Provident Fund
CQCCBS	Combined Quality Cum Cost Based System
Crore	Ten Million OR 10,000,000
CSR	Corporate Social Responsibility
CST	Central Sales Tax
CV	Curriculum Vitae
CWIP	Capital Work In Progress
DA	Dearness Allowance
DBF	Database file
DC	Data Centre
DRC	Disaster Recovery Centre
DR	Disaster Recovery Centre
DCS	Distributed Control System
DD	Demand Draft
DI	Delivery Instruction
DMS	Document Management System
DOP	Delegation of Power
DPL	Durgapur Projects Limited
DR	Disaster Recovery
DSC	Distributed Control System
ECC	Excise Control Code

Abbreviations and Acronyms	Expanded Form
ED	Engineering Declaration
EDI	Electronic Data Interchange
EMD	Ernest Money Deposit
EO	Execution Order
ERP	Enterprise Resource Planning
ESS	Employee Self Service
EULA	End User License Agreement
F&A	Finance & Accounts
FA	Fixed Assets
FAQ	Frequently asked questions
FIFO	First In First Out
FM	Financial Management
FOIS	Freight Operations Information System
FPPCA	Fuel and Power Purchase Cost Adjustment
FQP	Field Quality Plan
FRS	Functional Requirement Specifications
FSA	Fuel Supply Agreement
FUM	Fuel Management
FY	Financial Year (from April to March)
GCC	General Conditions of Contract
GCV	Gross Calorific Value
GH	Guest House
GL or G/L	General Ledger
GoI	Government of India
GoWB	Government of West Bengal
GPF	General Provident Fund
GPS	Global Positioning System
GR	Grievance Redressal
GRN	Goods Receipt Note
GST	Goods and Services Tax
GUI	Graphical User Interface
HBL	House Building Lone
HO	Head Office
HoD	Head of Department
HQ	Head Quarter
HR	Human Resource
HR&A	Human Resource and Administration
HRM&GA	Human Resource Management & General Administration
HTC	Home Travel Concession
ICC	Installation and Commissioning Certificate
ICT	Information & Communication Technology
IDP	Individual Development Plan
IFRS	International Financial Reporting Standards
INR	Indian Rupee [1 INR = 100 paise]
IP	Implementation Partner
IPR	Intellectual Property Rights
ISTN	Inter Store Stock Transfer Note
IT	Information Technology
ITIL	IT Infrastructure Library
JMC	Joint Management Council
KTPS	Kolaghat Thermal Power Station
Lakh	Hundred Thousand OR 100,000
LAN	Local Area Network
LC	Letter of Credit

Abbreviations and Acronyms	Expanded Form
LD	Liquidate Damage
LIFO	Last In First Out
LoA	Letter of Award
LoI	Letter of Intent
LR	Lorry receipts
LTC	Leave Travel Concession
MCA	Ministry of Corporate Affairs
MDCC	Material Dispatch and Clearance Certificate
MIS	Management Information System
MLO	Material Lifting Order
MM	Material Management
MoM	Minutes of Meeting
MoP	Ministry of Power
MoU	Memorandum of Understanding
MRC	Material Receipt Certificate
MRN	Material Requisition Note
MRP	Material Requirement Planning
MSMED	Micro, Small and Medium Enterprises Development
MTD	Month to date
MW	Mega Watt
MYT	Multi Year Tariff
NDC	No demand certificate
NIT	Notice Inviting Tender
NOC	No objection certificate
NPV	Net Present Value
O&M	Operation and Maintenance
OBC	Other Backward Classes
ODF	Open Document Format
OEM	Original Equipment Manufacturer
OLE	Object Linking and Embedding
OM	Organization Management
OPC	OLE for Process Control
OS	Operating System
OT	Over Time
PAN	Permanent Account Number
PAR	Performance Appraisal Report
PAT	Profit After Tax/ Perform, Achieve and Trade
PDA	Personal Digital Assistant
PF	Provident Fund
PIS	Personnel Information System
PLF	Plant Load Factor
PLI	Performance Linked Incentives
PMI	Project Management Institute
PMM	Plant Maintenance Management
PMS	Performance Management System
PMU	Project Management Unit
PO	Pay Order / Purchase Order
PPM	Project Planning & Management
PR	Problem Report
PRC&MM	Procurement & Materials Management
PSU	Public Sector Undertaking
PwC	PricewaterhouseCoopers Private Limited
RBI	Reserve Bank of India
RDBMS	Relational Database Management System
RFID	Radio Frequency Identification

Abbreviations and Acronyms	Expanded Form
RFP	Request For Proposal
RI	Retained Income
ROL	Re Order Level
ROPA	Revision of Pay and Allowance
ROQ	Re Order Quantity
RPO	Recovery Point Objective
RTO	Recovery Time Objective
RR	Rail Receipt
SC	Steering Committee/ Schedule Caste
SCC	Special Conditions of Contract
SEBI	Securities and Exchange Board of India
SgTPS	Sagardighi Thermal Power Station
SHR	Station Heat Rate
SLA	Service Level Agreement
SLDC	State Load Despatch Centre
SLM	Straight-Line Method
SMS	Short Messaging Service
SP	Succession Planning
ST	Scheduled Tribes
STPS	Santaldih Thermal Power Station
T&D	Training and Development
TA	Travel Allowance
TAN	Tax deduction & collection Account Number
TCO	Total Cost of Ownership
TOC	Take Over Certificate
TCP/IP	Transmission Control Protocol/Internet Protocol
TDS	Tax Deducted at Source
TRS	Technical Requirement Specifications
TT	Telegraphic transfer
UAT	User Acceptance Test
UGC	University Grants Commission
UI	Unscheduled Interchange
UoM	Unit of Measurement
UPS	Uninterrupted Power Supply
VPF	Voluntary Provident Fund
VPN	Virtual Private Network
VRS	Voluntary Retirement Scheme
WAN	Wide Area Network
WBERC	West Bengal Electricity Regulatory Commission
WBPDCCL	West Bengal Power Development Corporation Limited
WBSEDCL	West Bengal State Electricity Distribution Company Limited
WBSETCL	West Bengal State Electricity Transmission Company Limited
WIP	Work In Progress
WMS	Workflow Management System
WO	Work Order
YTD	Year to date

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SECTION 1: INTRODUCTION

- **About WBPDCCL**

The West Bengal Power Development Corporation Limited (WBPDCCL) is a company owned by the Government of West Bengal with the goal to carry on the business of electric power generation and supply in the state of West Bengal, India. The main thermal power plants under WBPDCCL are in Kolaghat, Bakreswar, Sagardighi, Santaldih, and Bandel.

The registered & Corporate Office of The West Bengal Power Development Corporation Limited has been functioning from its newly constructed own office building at Plot- 3/C, LA-Block, Sector-III, Salt Lake City, Kolkata-700 098 on and from 27th October, 2008 (Monday) after shifting the office from New Secretariat Buildings.

WBPDCCL Formed in July, 1985 with only one generating unit at Kolaghat having turnover of Rs.64 Crore paced up further to Rs.2728 Crores in 2007-08 with 20 units at Kolaghat, Bandel, Bakreswar, Santaldih and Sagardighi. Kolaghat Thermal Power Station involves a total installed capacity of 1260 MW. There are Bakreshwar Thermal Power Station plants having a capacity of 1050 MW, & Sagardighi Thermal Power Project have capacity of 600 Mw with another 2X500 MW units to be added in 2016. Bandel Thermal Power Station and Santaldih Thermal Power Stations have capacity of 450 MW and 500 MW respectively. WBPDCCL works in tandem with West Bengal State Electricity Board (WBSEB).

- **Project Background**

WBPDCCL has decided to implement ICT Infrastructure for the subsequent ERP deployment endeavour for the entire organization covering various departments/functions across Head Quarter and Power Plants located in the state of West Bengal.

SECTION 2: NOTICE INVITING TENDER

ABRIDGED NOTICE INVITING TENDER

WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

(A Govt. of West Bengal Enterprise)

(Issuing Department: M&C Department, Place: Kolkata)

NOTICE INVITING TENDERS

For

Supply, Installation, Implementation, Maintenance of ICT Infrastructure including Facility Management Services for ERP Infrastructure of WBPDCCL

NIT NO: WBPDCCL/Tend-Adv/16-17/CC/148/Corp, Dtd 23.7.2016

Tender is hereby invited by the General Manager (M&C) WBPDCCL for the supply & delivery as mentioned in the list given below, from eligible and resourceful manufacturer or supplier of the original manufacturer having sufficient credential and financial capability for execution of works of similar nature.

[Domestic Competitive Bidding]

WBPDCCL invites sealed bids from eligible bidders for Supply, Installation, and Implementation & Maintenance of ICT Infrastructure for ERP Solution in WBPDCCL involving supply of computer and network equipment's for the Data Centre (DC) at Vidyut Unnayan Bhavan, Kolkata, the Disaster Recovery Centre (DRC), at Sagardighi Thermal Power Plant, West Bengal and remote plant sites of WBPDCCL in West Bengal. Facility management Services, **Bid documents shall be on sale from 01.08.16 to 10.08.16 .**

Bids shall be received up to 31.0816 at 02.00 P.M .

Bids shall be opened on 31.0816 at 03.00 P.M .

Interested bidders shall obtain detailed NIT and bidding documents from the office below on payment of prescribed cost of bidding documents.

DETAILED NOTICE INVITING TENDER

WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED

(A Govt. of West Bengal Enterprise)

(Issuing Department: M&C Deptt Place: Kolkata)

NOTICE INVITING TENDERS

For

Supply, Installation, Implementation, Maintenance of ICT Infrastructure including Facility Management Services for ERP Infrastructure of WBPDCCL

[Domestic Competitive Bidding]

Ref No:

Date:

WBPDCCL invites sealed bids from eligible bidders for supply, installation, implementation and maintenance of ICT infrastructure for Enterprise Resource Planning (ERP) solution in WBPDCCL against NIT NO: WBPDCCL/Tend-Adv/16-17/CC/...../Corp , Dated..... as per the scope of work mentioned hereinafter.

Supply, Installation, Implementation, Maintenance of ICT infrastructure including Facility Management Services for ERP Solution in WBPDCCL. Supply, installation and commissioning of all equipment like servers, storage, network equipment, desktop, printers, system software, backup solution and physical infrastructure components like UPS, Network and Power Cabling for the implementation of the SAP solution. Comprehensive operational maintenance support at the DC, DRC & Onsite maintenance at all Plant locations for a period of five years after successful commissioning and acceptance.

Interested eligible bidders may obtain further information on the bidding documents from the office of, WBPDCCL at the address given below:

Bidyut Unnayan Bhaban, 3/C, Block-LA, Sector-III, Salt Lake City, Kolkata-700098

The schedule of work and completion time for this package is detailed in the Bid document. The brief scope of work is given below.

Bid at a Glance:

Bid at a Glance	
Sl. No.	Description
General	
1	It is a Zero Deviation Bid
2	Consortium is not allowed
3	Subcontracting is allowed , only for Facility Management Service, with approval from WBPDCCL
4	Minimum technical score (Stage II evaluation) for price bid to open is 70
5	For all stage II qualified bidders, final bidder will be selected based on lowest TCO in Stage III evaluation
Technical	
6	All Technical Requirement Specifications must be complied. Failing the same will lead to bid rejection.
Important Contract(Installation + Support + Facility Management Service) Completion Milestone (From Date of LOA) --> 5 Months + 5 Years FMS	
8	PHASE 1: Completion of DC commissioning - 90 days
9	PHASE 2: Completion of DR commissioning - 120 days
10	PHASE 3: Completion of necessary equipment supply and commissioning at Plants - 135 days
11	PHASE 4: Receipt of Installation and Commissioning Certificate (ICC) - 150 days = FMS Start Date
12	PHASE 5: Within 1 month of ERP Go-live --> Issue of FAT

- Detailed specifications, scope of work and conditions are given in the bidding documents, which are available for sale at the address given below as per the following schedule:

Bidding document No	WBPDCCL/Tend-Adv/16 - 17/CC/148/Corp, Dtd 23.7.2016
Document sale date & time	01.08.16 to 10.08.16, from 11.00 to 16.00 hrs.
Bid receipt date & time	31.08.16 upto 02.00 P.M
Pre-bid meeting	19.08.16 at 02.30 P.M
Bid opening date & time	31.08.16 upto 03.00 P.M
Cost of bidding document	Rs 10,000. (Rupees ten thousand only)

SECTION 3: INSTRUCTIONS TO BIDDERS

A: Introduction

ITB 1 Qualifying Requirements and Eligibility :

- ITB 1.1 The Qualifying requirements are covered in Annexure 8P.
- ITB 1.2 The bidder shall furnish, as part of his techno-commercial bid, documents establishing the bidder's qualifications to perform the Contract to the satisfaction of the Purchaser. All documents required to establish bidder's Financial and Technical capability must be submitted as part of techno-commercial bid.
- ITB 1.3 Submission of a bid by a Consortium/Joint Venture is not allowed.
- ITB 1.4 Notwithstanding anything stated herein, WBPDCCL reserves the right to inquire and review the bidder's capability and capacity to perform the work at the time of evaluation.
- ITB 1.5 System Integrators / Suppliers/ Re-sellers who are duly authorized by OEMs may implement the proposed ICT Infrastructure
- ITB 1.6 OEMs may implement the proposed ICT Infrastructure
- ITB 1.7 Any sister concern or associates, other group of companies belong to the same group of company as the implementation partner of ERP solution in WBPDCCL i.e M/s Tata Consultancy Services Limited, will not be allowed to take part in the bidding process. Since PricewaterhouseCoopers Private Limited (PwC) have been selected as the Program Management Consultants to WBPDCCL for the ERP implementation project, the following are expressly barred from participating as a sub-contractor/sub-consultant on this assignment for this ERP Implementation Project either individually or as a member of any Consortium: (i) Any business unit of PwC even if not involved in current engagement; (ii) Any subsidiary or affiliate of PwC; (iii) Any member firm of PricewaterhouseCoopers International Limited.
- ITB 1.8 Subcontracting is generally discouraged and the Purchaser expects the bidders to deliver the entire project with their own resources. However under special circumstances, subcontracting shall be allowed giving full justification for subcontracting of such activities and the details of the Sub-contractor, including previous work done by the Sub-contractor in similar area. If the Bidder had not envisaged involvement of any Sub-contractor while bidding, but desires to do so during project execution, the Bidder must first get this approved by the Purchaser in writing, giving necessary details.
- ITB 1.9 (a) The Company must provide valid documents in support of PAN, Professional Tax, Service Tax registration certificate, Trade License , Provident Fund (P.F.) Registration Certificate, ESI and Income Tax Returns (for the last three financial years 2013-14, 2014-15 & 2015-16).

ITB 1.9 (b) Experience of having successfully completed similar type of jobs during the last seven (07) years ending last day of month previous to the one in which applications/bids are invited should be either of the following: -

Three similar completed works costing not less than Rs. 3.33 Crore each.

or

Two similar completed works costing not less than Rs. 4.165 Crore each.

or

One similar completed work costing not less than Rs. 6.664 Crore.

(c) Audited balance sheet for the last three financial years (2013-14, 2014-15 & 2015-16) to satisfy the following criteria:

i) Average annual turnover in the last three financial years should be at least:

Rs. 2.499 Crore.

ii) Average net worth in three financial years should be positive.

Note: Failure of submission of any one of the above mentioned documents will render the tender liable to summary rejection. Attested copies of all documents are to be submitted.

ITB 2 Bidder to obtain his own information :

ITB 2.1 The Bidder shall for all purposes deemed to have independently obtained at his own expenses all necessary information for the purpose of preparing his Bid. The correctness of the details given in the Tender Document is for guideline information only, to help the Bidder to prepare his Bid.

ITB 2.2 The Bidder shall be deemed to have examined the Tender Document and to have obtained his own information in all matters whatsoever that might influence carrying out the proposal at the scheduled rates and satisfied himself to the sufficiency of his Bid. Any error in description or quantity or omission there from shall not vitiate the Contract or release the Bidder from executing the work comprised in the Contract according to the scope of work and specifications at scheduled rates. He is deemed to know the scope, nature and magnitude of the work. The Bidder shall be deemed to have visited the sites, offices and surrounding areas, to have satisfied himself to the nature of all existing business processes and also as to the nature and the conditions of available facilities and communications and possible interruptions there to the access and egress from site and to have made enquiries, examined satisfied himself of the sites in respect to requirements for executing the works and to have made local independent enquiries on all matters affecting the Contract. He is deemed to have acquainted himself his liability for payment of statutory taxes, duties, levies, customs and other charges.

ITB 2.3 Any neglect or failure on part of the Bidder in obtaining necessary and reliable information or issues or any other matters affecting the Contract shall not relieve him from any risks or liabilities or the entire responsibility for executing the Contract at the scheduled rates and time in strict accordance with the Contract Agreement.

ITB 2.4 Any change in site conditions or technological requirement shall be binding on the Bidder and no extra claim on this account shall be entertained.

ITB 2.5 The verbal agreement or inference from conversation with any employee of the Purchaser before, during or after the execution of the Contract Agreement shall not in any way affect or modify the terms and obligations herein contained.

ITB 3 Bid Validity

ITB 3.1 Bids submitted by Bidders shall remain valid for acceptance for one hundred and eighty (180) calendar days from the next day of the last date of Bid submission. A Bid valid for a shorter period may be rejected by the Purchaser as being non-responsive.

ITB 3.2 In exceptional circumstances, the Purchaser may solicit the Bidders' consent to an extension of the Bid validity period. The request and responses thereto shall be made in writing. If a Bidder accepts to prolong the period of validity, the Bid Security shall also be suitably extended. A Bidder may refuse such request which will not lead to forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify its Bid.

ITB 4 Verification of Bidder's Credentials

ITB 4.1 The WBPDCCL reserves the right to verify the credentials (including documents, declarations, self-certifications) provided by the Bidders by its own means and methods. In case the WBPDCCL receives feedback contrary to the responses of the Contractor or is not satisfied with compatibility of the experience with the required standards/expectations, the WBPDCCL reserves the right to form its own opinion and even reject the bids.

ITB 5 Right of Purchaser to Accept or Reject Bids

ITB 5.1 The right to accept the Bids in response to this Tender Document will rest with the Purchaser. The Purchaser further does not bind himself to accept the Bid with Highest Final Score and reserves the authority to reject any or all the Bids received without assigning any reason whatsoever.

ITB 5.2 The Purchaser reserves to himself the right to accept Bids in respect of all items, any one item or part of an item, and the acceptance thereof shall be deemed as sufficient notice of the exercise of such right. The Bid shall thereafter be for the quantity so accepted which will form the Contract.

ITB 5.3 Bid in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled are liable to be rejected. The decision of the Purchaser in respect of the above shall be final and binding on the Bidder.

ITB 5.4 Canvassing in connection with Bid is strictly prohibited. The submitted Bid of the Bidder who resorts to canvassing is liable to be rejected. Bid containing uncalled remarks or any additional conditions are liable to be rejected

ITB 6 Responsibility of bidders

ITB 6.1 WBPDCCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data furnished by WBPDCCL. Verbal agreement or conversation with any officer, employee of WBPDCCL either before or after the submission of bid shall not affect or modify any of the terms or obligations contained herein.

ITB 6.2 It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this process, including in particular, all factors that may affect the cost, duration and execution of the project.

ITB 6.3 It must be understood and agreed by the bidders that factors which may affect the cost, duration and execution of the scope of work has properly been investigated and considered while submitting the bid. Claims whatsoever, including those for financial adjustment in the price of the Contract awarded in accordance with these bidding documents, will not be entertained by the Purchaser. Neither any change in time schedule of Contract nor any financial adjustments arising therefore, which are based on the lack of investigation or its effect on the cost of the Contract to the bidder, shall be permitted by the Purchaser.

ITB 7 Cost of bidding

ITB 7.1 The Bidder shall bear all costs associated with the preparation and submission of the Bid and any subsequent events/activities related to this Tender. The Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

ITB 8 Purchasing Bid Document

ITB 8.1 The Bidder is requested to collect the Tender Document from WBPDCCL office in Kolkata by paying the stipulated cost of the Tender Document Cost of this Tender Document, INR 10,000 (Indian Rupees ten thousand only), which is to be paid in the form of crossed Bank Demand Draft / Pay Order drawn in favour of “**WEST BENGAL POWER DEVELOPMENT CORPORATION Limited**” payable at Kolkata on any Scheduled Bank.

ITB 8.2 Bidders who have download the Tender document from the WBPDCCL Website, needs to pay the Tender Document Cost to attend the Pre Bid meeting. The Bidders need to carry the proof of purchase along with the authorization letter from concerned authority, to attend the Pre Bid meeting.

B: The Bidding Documents

ITB 10 Contents of bidding documents

The scope of work, bidding procedures, Contract terms and conditions and technical specifications are prescribed in the bidding documents. The set of bidding documents issued for the purpose of bidding includes the sections stated in the following table, together with any addendum/amendment to be issued further.

Table 1: Bidding Document – Section Details

Section Number		Section Name
Section 1	:	Introduction
Section 2	:	Notice Inviting Tender
Section 3	:	Instructions To Bidders
Section 4	:	General Conditions of Contract
Section 5	:	Special Conditions of Contract
Section 6	:	Scope Of Work
Section 7	:	Technical Specifications
Section 8	:	Annexure
	A	Bid Form
	B	Price Schedule
	C	Bid Security Form- Bank Guarantee
	D	Power of Attorney in favour of Signatory of the Bid
	E	Delivery Locations
	F	Litigation History
	G	Affidavit regarding eligibility of bidders
	H	Milestone schedule for key activities
	I	Additional Information (if any)
	J	Contract Agreement
	K	Bank Guarantee for Contract Performance
	L	Bank Guarantee for Advance Payment
	M	Completion Certificate
N	List Of WBPDCCL Business Locations	

Section Number	Section Name	
	O	Bid Datasheet
	P	Pre-Qualification Criteria
	Q	Quality Assurance Program
	R	Checklist For Bid Submission
	S	Clarification on Tender Document
	T	The Indemnity Bond
	U	Declaration Of Conflict Of Interest
	V	Payment Schedule
	W	Format of Proposed CV
	X	Manufacturer's Authorization Format
	Y	Service Level agreement
	Z	Design, Installation, Configuration and Integration Document
	AA	Power and Cooling Requirement
	AB	Authorization Form.
	AC	Taking Over Certificate
	AD	Validity Extension of Bank Guarantee
	AE	No – Claim Certificate
	AF	Technical Evaluation Score Sheet
	AG	Summary Sheet of Make & Model of offered Equipment

- **The bidder is expected to examine all instructions, forms, terms, conditions, Specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of the bid.**

ITB 11 Site visit

ITB 11.1 The bidder is advised to visit and examine the site of work and its surroundings and proactively obtain all information that may be necessary for preparing the bid, submitting the offer and entering into a Contract for execution of Scope of work. The cost of visiting the site shall be borne by the bidder fully.

ITB 11.2 The bidder and any of its authorized personnel or agents will be granted permission by the Purchaser to enter its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

ITB 11.3 The bidder may make prior site visit for inspection of the actual site where installation and implementation will be carried out. In case the bidder feels the necessity for additional information, the justification for the same needs to be submitted during Pre Bid discussion. If it is found justifiable, WBPDCCL will provide the additional specifications / justifications, as may be required by the bidder during Pre Bid clarifications to be notified subsequently.

ITB 12 Clarifications on bidding documents

ITB 12.1 A prospective bidder requiring any clarification on bidding documents may notify the Purchaser in writing as per Annexure 8S by email and / or post to the address mentioned in BDS, not later than two working days (48 hours) before the date and time of Pre Bid meeting specified in BDS. The Purchaser will issue clarification(s) as he may think fit and it will be made available on the Purchaser's website prior to the deadline/extended deadline for submission of bids prescribed by the Purchaser. All such clarifications shall form part of the bidding documents and shall accompany the bidder's Proposal.

ITB 12.2 The clarifications shall be uploaded on the Website. The bidders are advised to visit the Website of the Company for any update.

ITB 12.3 Except for responses to request for any clarifications on the Bid, the Bidder shall not contact the Purchaser by any means for any matter related to this Bid from the time of submission of the Bid until the Contract is awarded to and accepted by the Successful Bidder. Any queries sent by the bidders after the date and time notified in BDS or any extended date, if any, shall not be entertained.

ITB 13 Pre Bid meeting

- ITB 13.1 The bidder or its authorized representative (maximum two members), who has purchased the Tender document from WBPDCI is invited to attend the pre-bid meeting to be held on the date, time and location specified in BDS. The purpose of the meeting will be to clarify the exact scope of work, and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at that stage by the bidders. The Purchaser shall not be under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for by the prospective bidders.
- ITB 13.2 Any modification/amendment of the bidding documents shall be made by the Purchaser exclusively through the issue of an amendment in the website of the company.
- ITB 13.3 Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidders but at the same time shall not entitle them to raise any query at a later date.
- ITB 13.4 Any essential requirement not included in the Price Schedules but required for successful commissioning and operation as per scope of Contract shall be indicated by the bidders and submitted before the pre-bid meeting by the date specified in the BDS. The Purchaser shall make related modifications/ amendments as may be considered necessary based on this form in the bidding documents as per provisions mentioned in this clause.
- ITB 13.5 Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Purchaser has considered such amendments.

ITB 14 Amendment of bidding documents

- ITB 14.1 At any time before or after pre-bid meeting or within twenty (20) days after the NIT issue date, but not later than ten (10) days prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issue of an addendum/amendment.
- ITB 14.2 The addendum/amendment will be hosted in the website for all prospective bidders and will be binding upon them. WBPDCI shall assume that the information contained therein will have been taken into account by the bidder in its bid. WBPDCI will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the bidder.
- ITB 14.3 In order to afford prospective bidders' reasonable time in which to take the addendum/amendment into account in preparing their bids, WBPDCI may, at its discretion, extend the deadline for the submission of bids.
- ITB 14.4 For the information of bidders, the addendum/amendments shall be uploaded on the Website.

C: Preparation of Bids

ITB 15 Documents constituting the Bid

ITB 15.1 Language of the bid

The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and the Purchaser shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

ITB 15.2 The bid to be submitted by the bidder shall consist of the documents as detailed in Annexure 8R: Checklist for Bid Submission:

ITB 16 Bid Prices

ITB 16.1 Unless otherwise specified in the Scope of Work, Bidders shall quote for the entire Scope of Work on a Turnkey basis such that the total Bid price covers all the obligations of the Bidder mentioned in or to be reasonably inferred from the Tender Document with respect to providing the product/services. This includes all requirements under the Bidders responsibilities for successful completion of the ICT Infrastructure Implementation Project as per scope of work and, where so required by the Tender Document with respect to the design, procurement, packing, forwarding and transportation, handling, delivery (see Note below) , installation, testing, pre-commissioning completion of the scope of work and conducting of the tests for the scope of work including supply of spares (if any). This includes the acquisition of all permits, approvals and licenses, and other approvals as may be specified in the bidding documents. The bidder shall quote in the appropriate schedule the proposed bid price for the entire scope of work covered under the bidding documents.

Note: Delivery of items/equipments means delivery, unloading and shifting of items/equipments to designated DC and DRC at and within respective locations /Plants.

ITB 16.2 The total price in the Price Schedule has been broken down as follows:

- Table 1 – Price Schedule Summary
- Table 2 -- Price Schedule Details along with Bill Of Quantity
- Table 3 – Price Schedule for Maintenance and Facility Management Services for 5 years at DC, DRC and Remote Locations.

ITB 16.3 The taxes, duties and levies shall be indicated by the Bidder in the respective Price Schedules given in Annexure 8B and shall be quoted at the rates in force as on seven (7) calendar days prior to the last date of Bid submission as mentioned in Bid Datasheet in Annexure 8O.

ITB 16.4 The bidder shall fill in prices for all items described in the Price Schedules. Items against which no price is entered by the bidder will not be paid for by WBPDCCL when executed and shall be deemed to have been covered in other prices in the Price Schedules.

ITB 16.5 All the prices shall be quoted in INR (Indian rupees) only. Foreign exchange component or Foreign exchange variation will not be entertained for any reason whatsoever.

ITB 16.6 The total price at the bottom of each schedule shall be indicated both in figures and words and shall be signed on each page by authorized representative of the bidder.

ITB 16.7 Price Adjustments

Price quoted by the bidder shall be firm during the entire period of Contract irrespective of scheduled date of completion.

Responsibility for including all applicable taxes, duties and levies in the Bid lie with the Bidder and the Purchaser shall not be responsible for any error/omission on the part of the Bidder.

The unit price of different type of line items mentioned in the Bill of Materials as quoted in the Price Bid (refer Annexure 8B) should remain firm and valid till the tenure of the contract irrespective of scheduled date of completion.

ITB 17 Bid Security

ITB 17.1 The bidder, at its option, shall furnish bid security in the form of a Demand Draft/ Banker's Pay Order or an unconditional and irrevocable Bank Guarantee from any Indian Scheduled Commercial Bank in favour of "WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED", for an amount of **Rs 20,00,000/- only (Rupees Twenty Lac only)** in one (1) original and one (1) copy. The bid security is to be submitted as a part of the bid in a separate sealed envelope as mentioned in the Bid Checklist (Annexure 8R). The bid security shall be valid for a period specified in the Bid Data Sheet. The Bid Security submitted in form of BG can be invoked from a branch of the issuing bank situated at Kolkata.

ITB 17.2 Any bid not accompanied with the bid security required as per the bidding documents will not be opened by the Purchaser and returned to the bidder unopened.

ITB 17.3 The bid security shall be forfeited in the following circumstances:

ITB 17.3.1 If the bidder withdraws its bid as a whole or in part as per ITB 23 (withdrawal of bid) , during the period of bid validity specified by the bidder in its bid.

ITB 17.3.2 If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.

ITB 17.3.3 If the bidder does not accept the correction of its bid price, if found applicable, at a later stage, post opening of the price bid.

- ITB 17.3.4 If the successful bidder fails, within the specified time limit either to accept the Letter of Award (LoA) and sign the Contract Agreement unconditionally or, to furnish the Contract Performance Bank Guarantee, in accordance with ITB 34(Performance Security).
- ITB 17.4 Bid security of the unsuccessful bidders will be discharged / returned as promptly as possible after the expiration of the validity of bid security or after the date of acceptance of LOA by the successful bidder whichever is earlier.
- ITB 17.5 The bid security of the successful bidder will be discharged on furnishing the Performance Guarantee as per ITB 34 and acceptance of LOA by the bidder.
- ITB 17.6 No interest shall be paid by the Purchaser on the bid security.

ITB 18 Signing of bids

- ITB 18.1 The bidder shall prepare One (1) original and One (1) copy of the documents constituting the bid as described in ITB 19, and clearly mark each as "Original Bid" and 'Copy No: 1', along with 2 soft copies of CD-ROMs (One marked as "Original" and one marked as "Duplicate"), as mentioned in section ITB 19.3 of this document. In the event of any discrepancy between the Copies and Original Bid, the Original shall prevail.
- ITB 18.2 The original and copy of the bid shall be signed by a person/persons duly authorized by the bidder with official rubber stamp. However, any published document submitted along with the bid shall be signed by the authorized signatory (ies) at least on the first page and last page of such document.
- ITB 18.3 Any interlineations, erasures, overwriting, cutting or alteration shall only be valid if they are initialled by the authorized signatory (ies) to the bid.

ITB 19 Arranging the Bid

- ITB 19.1 Four-envelope Bid procedure shall be adopted for preparation, submission and evaluation of the Bid. The Bidder shall accordingly prepare and submit the Bid in four (4) separate sealed envelopes (non-transparent) containing the following documents along with a checklist in the same sequence/order as mentioned here:
- ITB 19.2 **Envelope-I:** This envelope shall be sealed and super scribed as "**Envelope-I: Money Receipt/Cost of Tender Document and Bid Security**". This envelope shall contain the following:
- ITB 19.2.1 Copy of money receipt as proof of purchase of Tender Document equal to INR 10,000 (Indian Rupee Ten thousand only) in form of crossed Bank Demand Draft/Pay Order drawn in favour of "WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED" payable at Kolkata on any Scheduled Bank .
- ITB 19.2.2 Bid Security in accordance to Annexure 8C.

- ITB 19.3 **Envelope-II:** This envelope shall be sealed and super scribed as “**Envelope-II: Prequalification Bid**”. This envelope shall contain two sealed inner envelopes, super scribed as “Original (Envelope-II)” (containing original documents as listed in this section, in hard copies and in a CD-ROM) and “First Copy (Envelope-II)” (containing duplicate copies of documents as mentioned below, in hard copies and in a CD-ROM) If any discrepancy is noticed between the hard copy and soft copy, the hard copy will prevail. Pre-qualification Bid shall include, but not be limited to, the following:
- ITB 19.3.1 Application as per Bid Form in Annexure 8A
- ITB 19.3.2 Authorization Form from the respective OEMs, as per Annexure 8X authorizing the Bidder to offer and quote for the applicable items as per scope of work for this Project, apart from the implementation and post implementation related services, along with confirmation of six years of comprehensive onsite maintenance support services including spares
- ITB 19.3.3 Power of Attorney for the Authorised Signatory with a copy of the Board resolution (refer Annexure 8D)
- ITB 19.3.4 Responses to pre-qualification criteria listed at Annexure: 8P including all supporting documents to substantiate compliance with pre-qualification criteria
- ITB 19.3.5 For additional credentials required in Envelope –II, please refer to Annexure 8R.
- ITB 19.4 **Envelope-III:** This envelope shall be sealed and super scribed as “**Envelope-III: Techno-commercial Bid**”. This envelope shall contain two sealed inner envelopes super scribed as “Original (Envelope-III)” (containing original documents as mentioned below, in hard copies and in a CD-ROM) and “First Copy (Envelope-III)” (containing duplicate copies of documents as listed in this section, in hard copies and in a CD-ROM). If any discrepancy is noticed between the hard copy and soft copy, the hard copy will prevail. Techno-commercial Bid shall include, but not be limited to, the following:
- ITB 19.4.1 Full Tender Document duly signed by Authorized Signatory on each and every page. It shall be expressly agreed therein that the Bidder has read and understood the entire Tender Document and shall comply with the same without any deviations
- ITB 19.4.2 Filled in Technical Compliance form (wherever applicable) with comments on compliance and cross reference, as applicable.
- ITB 19.4.3 Detailed description of the proposed ICT infrastructure solution with technical and security architecture
- ITB 19.4.4 Literature/leaflets/brochures/catalogues for all components under the scope of work for ICT Infrastructure proposed and support methodology
- ITB 19.4.5 A tentative list of ICT infrastructure (IT hardware, software and networking equipment) requirement with broad specifications and estimated quantities (viz. Unpriced Bill of Material & Quantity) -This list shall contain requirements of Disaster Recovery Site as well as the same for remote sites (Plants) as per Annexure 8B Table 2.

ITB 19.4.6 Documents to be submitted as stipulated under section 5 (Special Conditions of Contract)

ITB 19.4.7 For additional credentials required in Envelope –III, please refer to Annexure 8R.

Important Note: Sealed Envelope-III shall not contain any price information.

ITB 19.5 **Envelope-IV:** This envelope shall be sealed and super scribed as “**Envelope-IV: Price Bid**” and shall contain the Price Bid strictly in conformity with the format given.

The Price Bid must be submitted in hard copy and in a CD-ROM containing unprotected MS Excel sheets. If any discrepancy is noticed between the hard copy and soft copy, the hard copy will prevail. The Price Bid format should be read in conjunction with all the other sections of the Tender Document. The Bidder shall be deemed to have studied the Scope of Work and to be acquainted with the conditions prevailing at Sites and other offices where the Contract is to be executed.

ITB 19.6 **Outer Envelope:** The sealed Envelope-I, sealed Envelope-II (containing two sealed inner envelopes), Envelope-III (containing two sealed inner envelopes) and sealed Envelope-IV shall together constitute the complete Bid and shall be enclosed in outer envelope and sealed.

ITB 19.7 All four envelopes, inner envelopes and outer envelope as specified above shall be clearly marked with “**Tender No. and subject of job as “ Supply, Installation, Implementation, Maintenance of ICT Infrastructure including Facility Management Services for ERP Infrastructure of WBPDCCL” and “DO NOT OPEN BEFORE <DATE OF BID OPENING>, EXCEPT IN PRESENCE OF THE TENDER COMMITTEE**”.

ITB 19.8 All four envelopes, inner envelopes and outer envelope shall also bear the postal address of the Purchaser given in the Bid Datasheet (refer Annexure: 8O).

ITB 19.9 All four envelopes (excluding inner envelopes and outer envelope) shall indicate the name, address and contact details of the Bidder so that the Bid can be returned unopened in case it is declared “Late”.

ITB 19.10 If all the envelopes are not sealed and marked as specified in this section, the Purchaser will assume no responsibility for the Bid’s misplacement or premature opening. If the outer envelope discloses the Bidder’s identity, the Purchaser will not guarantee the anonymity of the Bid submission, but this disclosure will not constitute grounds for Bid rejection.

D: Submission of Bids

ITB 20 Submission of Bid

ITB 20.1 Bids will be deposited by the bidders at the address specified in BDS on or before date and time mentioned in BDS. Bids shall be submitted on the bidding documents purchased by the bidder from the Purchaser. Soft-copies of the filled-in price schedules shall be submitted in 2 CDs along with the hard-copy of the bid. However, the data quoted in the hard copy will prevail for the purpose of bid evaluation.

ITB 20.2 Bids will have to be submitted by hand delivery, so as to reach the Purchaser at the address specified in BDS on or before date and time mentioned in BDS. Bids submitted by telex/telegram/fax/e-mail shall not be considered under any circumstances. The Purchaser shall not be responsible for any delay in receipt of the bid.

ITB 21 Deadline for submission of Bid

ITB 21.1 Bids must be received by the Purchaser at the postal address as stated in the BDS not later than the last date and time as stated in the BDS. In the event of the specified date for Bid submission being declared a holiday for the Purchaser, the Bids will be received up to the specified time on next working day. Such postponement of date will not have any impact on the other dates specified in the bidding documents (that is bid validity and validity of bid security).

ITB 21.2 The Purchaser may, at his/her discretion, under intimation to the bidders who have purchased the bidding documents, extend the deadline for the submission of bids/ opening of bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of WBPDCI and bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

ITB 21.3 In the event, the deadline for submission of bid is extended by the Purchaser, the bidders who have already submitted their bids within the original deadline of submission shall have the option to submit their revised bid in substitution either in full or in part of the earlier bid. In the absence of a revised bid, the original bid shall be considered for opening and subsequent evaluation. Wherever the bidder has submitted the revised bid in modification of earlier bid, the earlier bid shall be returned unopened to the bidder.

ITB 22 Late Bids

Any bid received by the Purchaser after the bid submission deadline as per Bid Data Sheet in Annexure 80 will be rejected and returned unopened to the bidder.

ITB 23 Withdrawal of Bids

ITB 23.1 Withdrawal or modification of Bid will not be allowed after last date and time of Bid opening as stated in the Bid Datasheet (refer Annexure: 80). Withdrawal of Bid after last date and time of Bid opening will lead to forfeiture of Bid Security. Withdrawal is only permissible, if the bid validity date is extended or the bidder(s) who had already submitted their bid expresses in writing to withdraw the submitted bid, so that it may be resubmitted before extended submission time or the bid validity period is extended.

E: Bid Opening & Evaluation

ITB 24 Bid Opening

ITB 24.1 WBPDCI will open bids, in the presence of bidders' authorised representatives (up to two persons) who choose to attend at the date and time for opening of bids as mentioned in BDS or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids. The bidders' representatives who will be present in the bid opening shall sign the bid opening statement or bid

opening register as evidence of their attendance. In the event of the specified date for the opening of bids being declared a holiday for the Purchaser, the bids will be opened at the appointed time on the next working day.

- ITB 24.2 Bids for which an acceptable notice of withdrawal has been submitted in specified manner shall not be opened. Late bids and/or bids not accompanied by requisite bid security in a separate sealed envelope will be rejected and Envelope II, III and IV of such bids will be returned unopened to the bidder.
- ITB 24.3 Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.
- ITB 24.4 The bidders' names and the presence or absence of the requisite bid security and such other details. WBPDCI, at his/her discretion, may consider appropriate will be announced at the opening.
- ITB 24.5 In the event, the Purchaser, in its discretion, decides not to open the bid for want of adequate response to the bidding, the purchaser may either extend the bid or cancel the bidding process
- ITB 24.6 No electronic recording devices will be permitted during bid opening.

Following procedure will be adopted for opening of bids:

Stage-I: On the due date and time of opening of Bids, the Purchaser shall open Envelope-I and Envelope-II of all the received bids in the presence of Authorised Representatives of the Bidders who attended the Bid meeting.

Stage-II: Purchaser will open Envelope-III only for those Bidders who have submitted Money Receipt/Cost of Tender Document and Bid Security in the manner as prescribed in this Tender Document as well as met all the prequalification criteria through Stage-I evaluation. The date, time and place for opening of Envelope-III will be communicated to the qualified Bidders. Only Authorized Representatives of qualified Bidders will be allowed to attend the opening of Envelope-III.

Stage-III: Purchaser will open Envelope-IV of only those Bidders who's Techno-commercial Bid is acceptable to the Purchaser through Stage-II evaluation criteria. The date, time and place for opening of Envelope-IV will be communicated to the qualified Bidders. Only Authorized Representatives of qualified Bidders will be allowed to attend the opening of Envelope-IV. Envelope-III and Envelope-IV will be returned unopened to the respective Bidders whose Pre-qualification bids are not considered or acceptable to the Purchaser through Stage-I evaluation. Further, Envelope-IV will be returned unopened to the respective Bidders whose Techno-commercial bids are not considered or acceptable to the Purchaser through Stage-II evaluation. The decision of the Purchaser shall be final and binding in this regard.

ITB 25 Process to be confidential

- ITB 25.1 Subject to ITB 26, no bidder shall contact the Purchaser on any matter related to its bid from the time of opening of the bids to the time the Contract is awarded.

ITB 25.2 Any effort by a bidder to influence WBPDCCL or others connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of Contract, may result in the rejection of his/her bid.

ITB 26 Clarification of bids

ITB 26.1 During bid evaluation, WBPDCCL may, at its discretion and if so required, ask the bidders for any clarification in support of their compliance to stipulated Qualifying Requirements. The request for clarification required from the bidder and the response thereto shall be in writing and shall be delivered by registered post/speed post/courier/hand delivery under acknowledgement /email/fax.

No change in the price or substance of the Bid shall be sought, offered or permitted except to confirm the correction of arithmetical errors discovered by the Purchaser in the evaluation of the Bids.

ITB 26.2 Any post-bid change in the price or substance of the bid shall not be sought, offered or accepted, if given by the bidder.

ITB 27 Determination of responsiveness

ITB 27.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether power of attorney or signatory of the bid has been submitted, whether the documents have been properly signed and whether the bids are generally in order and substantially responsive to the requirements of the bidding documents.

ITB 27.2 For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and Specifications of the bidding documents without material deviation or reservation. The Purchaser's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

ITB 27.3 Any material information/data/document required to be submitted by the bidders as per provisions of bidding documents, if not submitted by the bidder, may render the bid to be non-responsive provided such information/data/documents is such that it may adversely affect the evaluation.

ITB 27.4 The Purchaser may waive any minor infirmity, non-conformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any bidder, as a result of the technical and commercial evaluation.

ITB 27.5 If a bid is not substantially responsive to the requirements of the bidding documents, it may be rejected by WBPDCCL and the same cannot subsequently be made responsive by the bidder by correction.

ITB 28 Correction of arithmetical errors in price bid

ITB 28.1 Arithmetical errors will be corrected at the time of evaluation of Price bid and the corrected figure will be considered as evaluated bid price. The corrections in the bid price shall be done as per the provisions of this clause and shall be binding on the bidder. If the bidder does not accept the correction of errors as per the provisions of this clause, his/her bid will be rejected and the bid security will be forfeited.

ITB 28.2 If there is a discrepancy between the product of unit price and quantity and the total price, the product of unit price and quantity will prevail and the total price will be corrected. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words will prevail. In case unit price or quantity or both are not filled in against any item, it will be treated as zero and will be assumed that the Bidder has absorbed the cost elsewhere in the Price Bid.

ITB 28.3 Based on the methodology mentioned above, the Purchaser will correct the Price Bid (refer Annexure 8B) of respective Bidder(s) wherever needed and the total price so corrected shall be considered for the purpose of evaluation of bid.

ITB 28.4 Bids will be corrected for the rates of taxes & duties in case of wrong rates taken by the bidder. For the purpose of bid comparison and evaluation, the rates of taxes & duties in force as on seven (7) days prior to the last date of submission of bids would be considered, only in respect to direct transactions between the Contractor and Purchaser.

ITB 29 Time Schedule

The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the BDS after the Commencement Date of the Contract as incorporated in the Contract Agreement for completion of Scope of work. Bidders are required to base their prices on the time schedule given. No credit will be given for earlier completion for the purpose of evaluation.

ITB 30 Process of Evaluation of Bids

ITB 30.1 The Purchaser will carry out a detailed evaluation of the bids determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. Bids submitted by bidders with any deviations shall be rejected.

ITB 30.2 The determination of successful bidder will take into account the bidder's financial, technical, production and execution capabilities, in particular its work in hand and future commitments. It will be based upon an examination of the documentary evidence of the evaluation criteria submitted by the bidder as well as such other information as the Purchaser deems necessary and appropriate.

ITB 30.3 An affirmative determination will be a prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's bid.

ITB 30.4 Preliminary Examinations of Bids

The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required securities have been furnished, whether power of attorney of signatory of the Bid has been submitted, whether the documents have been properly signed and whether the Bids are generally in order and conform to all the terms, conditions and specifications of the Tender Document without any deviations.

Prior to the detailed evaluation, the Purchaser will determine whether each Bid is of acceptable quality so that the bid proposal submitted can be reviewed without any constraints, is generally complete and is substantially responsive to the Tender Document. For purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Tender Document without any deviations, objections, conditionality or reservations. A deviation, objection, conditionality or reservation is one that meets any of the following criteria:

- (i) Affects in any substantial way the scope, quality or performance of the Contract
- (ii) Limits in any substantial way, inconsistent with the Tender Document, the Purchaser's rights or the Successful Bidder's obligations under the Contract
- (iii) Whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids

ITB 30.5 A Techno-commercial Bid may not be considered for evaluation in any of the following cases:

- a) The Bid mentions deviations from the Scope of Work and terms & conditions mentioned in this RFP
- b) The Bid was submitted in a format other than that mentioned in this RFP
- c) The Bid does not provide or elaborate the information requested
- d) The offered goods/services are conditional
- e) The Scope of Work of this Tender Document is not met or met partially
- f) The Bid included any information related to price.
- g) Part bid is submitted

ITB 30.6 Arithmetical errors in the Price Bid will be rectified.

ITB 30.7 The Purchaser reserves the right to verify the credentials (including documents, declarations, self-certifications) provided by the Bidders by its own means and methods. In case Purchaser receives feedback contrary to the responses of the Bidder or is not satisfied with compatibility of the experience with the required standards/expectations, Purchaser reserves the right to form its own opinion and even reject the bids. Method of selection will be Lowest TCO Selection (L1).

ITB 30.8 The evaluation of received Bids shall be done in three stages:

a) Stage-I: Pre-qualification of the Bidders

- i. Pre-qualification criteria are mandatory requirements to be met by the Bidder. The pre-qualification evaluation for ICT Infrastructure bidder will be done on the basis of information asked in Pre-Qualification Criteria for Bidders (Annexure: 8P).
- ii. The Bidders will have to provide supporting document(s) sought for each of the criterion including, but not limited to, copies of customer order/purchase order/LOA, project completion certificate from customer (indicating name of the customer, duration of project, functions scope of work, value of project and other details.), client testimonials, details of ICT Infrastructure system integration solutions implemented (Both in India / overseas). Details of customer support, related OEM product catalogues/brochures and other services should be provided.

b) Stage-II: Techno-commercial Evaluation of the Bidders

- iii. Only those Bidders who qualify the Stage-I (Pre-Qualification) evaluation shall be considered for Stage-II evaluation.
- iv. Techno-commercial Bid of the Bidder shall be opened and evaluated for acceptability of technical requirements, and techno-commercial suitability. In case of no response by the Bidder to any of the requirements with regard to the contents of the Techno-commercial Bid, bidder shall not be assigned any marks for the same.
- v. The Purchaser will examine the technical bid to determine substantially responsive Techno-commercial bids. A substantially responsive techno-commercial bid is one that confirms to all the terms, conditions, and specification of the bidding document without any deviation, reservation or omission.
- vi. The technical evaluation of the Bidder will be done on the basis of information asked in Annexure 8AF. The marks will be given against each of the criterion as per the methodology specified in Annexure 8AF.
- vii. The full marks for Technical evaluation is 100. Price bids will not be opened for those bidders who will score less than the minimum technical score which is 70% of the full marks.

c) Stage-III: Financial (Price Bid) Evaluation of the Bidders

- i. Only those Bidders who qualify the Stage-II evaluation shall be considered for Stage-III evaluation. Price Bids will be opened for those Bidders only who cleared Stage-II evaluation.
- ii. Price Bid evaluation will be done on total prices all inclusive of taxes, duties and levies.
- iii. Total Cost of Ownership (TCO) will be calculated based on response provided in Schedule of Charges Price Bid evaluation will be done on total prices all inclusive of taxes, duties and levies. The TCO of the Bidder will be calculated on the basis of following formula:
- iv. $TCO \text{ of the Bidder} = (\text{Total Price of Group-A}) + (\text{Total Price of Group-B}) + (\text{Total Price of Group-C}) + (\text{Total Price of Group-D}) + (\text{Total Price of Group E}),$
- v. The Bid having the Lowest TCO (Total Cost of Ownership) shall be termed as the Lowest Evaluated (L1) Bid and the bidder will be declared as successful bidder.

F: Award of Contract

ITB 31 Award Criteria

ITB 31.1 The Purchaser will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid as per the evaluation methodology. The Purchaser shall be the sole judge in this regard.

ITB 31.2 For the purpose of determining the capability and capacity of the bidder to perform the Contract, the Purchaser reserves the right to verify the authenticity of the documents submitted by the bidder for meeting the qualification requirements and may undertake verification of the manufacturing facilities available with the bidder.

ITB 32 Right to Reject Bids

ITB 32.1 WBPDCCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBPDCCL's action.

ITB 32.2 Bid in which any of the particulars and prescribed information is missing or incomplete in any respect and/or prescribed conditions are not fulfilled is liable to be rejected. The decision of the Purchaser shall be final and binding on the Bidder.

ITB 32.3 Canvassing in connection with Bid is strictly prohibited. The submitted Bid of the Bidder who resorts to canvassing is liable to be rejected. Bid containing uncalled remarks or any additional conditions are liable to be rejected.

ITB 32.4 Prior to awarding the contract, if at any stage the purchaser comes to know about the blacklisting of any bidder in the past 3 years ending 31.03.2016, the bid of the bidder is liable to be rejected. The decision of the Purchaser shall be final and binding on the Bidder in this regard.

ITB 32.5 The Bid submitted may be rejected in any of the following, but not limited to, circumstances:

- Any Bid received by the Purchaser after last date and time of Bid submission as stated in the Bid Datasheet (refer Annexure: 8O)
- Any Bid submitted by fax or e-mail
- Any Bid not accompanied with proof of purchase of Tender Document or Cost of Tender Document (in form of DD/PO) or prescribed Bid Security (including submission of insufficient Bid Security or Bid Security in a form other than prescribed) or power of attorney in the name of Authorized Signatory in the format given as Annexure 8D
- Any Bid mentioning deviations from the Scope of Work and terms & conditions as mentioned in this Tender Document
- Any Bid which does not have necessary information strictly in a prescribed formats (Forms or Annexure provided in the Tender Document)
- Any Bid quoting prices in format, other than in the format as per Annexure 8B
- Any Bid quoting prices in the currency other than Indian Rupee

- Any Bid containing credentials which were found to be misleading/false based on verification by the Purchaser
 - Any Bidder who does not accept the correction of arithmetical errors (according to methodology as prescribed in this Tender Document) in its Price Bid
 - Any Bidder who conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the bid, in any manner whatsoever, in order to create circumstances for the acceptance of the bid
 - **Any Bid where all the Items mentioned in Annexure-8B Table-2 have not been quoted.**
 - Any Bidder who found to have indulged in any corrupt or fraudulent practice or in any practice, which is not in conformity with the highest ethical standards
- Apart from listed circumstances, the Purchaser reserves the right to reject any or all Bids without citing any reason if deemed in the best interest of the Purchaser to do so.

ITB 33 Letter of Award

- ITB 33.1 After approval of bid evaluation by WBPDCCL, the successful bidder may be invited for pre-award discussions. After pre-award discussions and prior to the expiry of the period of bid validity, WBPDCCL will notify the successful bidder in writing by registered letter or by email or fax in two (2) copies, that his/her bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'Letter of Award' or LoA) shall name the sum which WBPDCCL will pay to the Contractor in consideration of the execution and completion of the scope of work by the as prescribed under this tender document.
- ITB 33.2 Within ten (10) days of receipt of the LoA, the successful bidder shall sign and return one (1) copy of the same to WBPDCCL as acknowledgment of acceptance of the same.
- ITB 33.3 Within thirty (30) from the date of Acceptance of LOA, Purchaser & successful bidder shall sign the Contract Agreement .
- ITB 33.4 If the successful Bidder fails to sign the Contract Agreement within the specified time limit, his Bid Security will be forfeited

ITB 34 Performance Guarantee

- ITB 34.1 Within thirty (30) days of LOA from WBPDCCL, the successful bidder shall furnish to WBPDCCL a Performance security, as in the form of an unconditional and irrevocable Performance Bank Guarantee (PBG) equal to ten percent (10%) of the Contract Price as per **Annexure 8K**. In addition to the PBG, within 30 days of receipt of LOA from WBPDCCL, the successful bidder needs to submit Advance Bank Guarantee (ABG) equal to 10 % on the supply value and installation & commissioning charges (Total of group A and Group B price as per price schedule) as per Annexure 8L to get the Mobilization Advance from the purchaser within 7 days from the receipt of the ABG.
- ITB 34.2 Failure of the successful bidder to submit PBG as stated herein shall constitute sufficient ground for annulment of the award and forfeiture of his bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

ITB 35 Misrepresentation by the Bidder

If the bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the bid, in any manner whatsoever, in order to create circumstances for the acceptance of the bid, the purchaser reserves the right to reject such bid and/or cancel the LOA, if issued.

The Purchaser may also impose a penalty on the Bidder , post award of the contract, for mis-declaration/misrepresentation of facts and figures. The Purchaser shall recover from the Contractor, a sum equivalent to ten percent (10%) of the total contract price from any pending Bill lying across WBPDCCL or PBG, if required.

ITB 36 Corrupt or Fraudulent Practices

ITB 36.1 The Purchaser requires that the bidders observe the highest standard of ethics during the procurement and execution of the Contracts.

ITB 36.2 In pursuance of this policy, the Purchaser defines, for the purposes of this provision the terms set forth below as follows:

- a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.
- b) "Fraudulent practice" means a misinterpretation of facts in order to influence the procurement process or the execution of a Contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

ITB 36.3 The Purchaser will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.

ITB 36.4 The bidders shall make themselves aware of the provisions contained in GCC .

SECTION 4: GENERAL CONDITIONS OF CONTRACT

A: Contract and Interpretation

GCC 1 Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them.

- GCC 1.1 **Alteration/Variation Order** shall mean an order given in writing by the Project Manager of the Purchaser or any other person so designated by the Purchaser to effect addition to scope or deletion from scope of the Contract.
- GCC 1.2 **Amendment:** No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each Party hereto.
- GCC 1.3 **Appointing Authority** for the purpose of adjudication shall be the Managing Director of WBPDCI or any other person so designated by him.
- GCC 1.4 **Approved** shall mean approved in writing including subsequent written confirmation of previous verbal approval and 'Approval' means approved in writing including as aforesaid.
- GCC 1.5 **Authorised Signatory** shall mean the person authorised by the Bidder through issue of Power of Attorney for the purpose of this Project and who can sign the Bid and related documents / correspondences related to this Tender Document.
- GCC 1.6 **Bid/Bid Document/Proposal** shall mean a formal offer submitted by the Bidder, in response to this Tender Document, to fulfil the specified requirements of the Purchaser at quoted price.
- GCC 1.7 **Bidder** shall mean System Integration vendor for providing ICT Infrastructure for the ERP Product or authorized Partner who intends to submit and/or submits Bid in response to this Tender Document to execute this Project. For the purpose of clarification, the term "Bidder" shall include any company or organization which has purchased this Tender Document and/or which has sought clarifications on Tender Document from the Purchaser in writing and/or who has attended pre-bid conference in respect of this Tender.
- GCC 1.8 **Commencement Date** means the date of Letter of Award (LoA) or any other date specified therein.
- GCC 1.9 **Commissioning** shall mean the stage where the related scope of work has been completed for operations as applicable for that specific component.
- GCC 1.10 **Contract Period** shall mean the time period during which the Contract Agreement governs the relations and obligations of the Purchaser and Contractor.

- GCC 1.11 **Contract Price** shall mean the sum total of contract price stated in all the Letter of Award(s) as payable to the Contractor for supply, execution and commissioning of the entire Works under the scope of Contract subject to such addition & adjustments thereto or deductions there from as may be made pursuant to the Contract(s).
- GCC 1.12 **Contractor** shall mean the Vendor for providing ICT Infrastructure for the ERP Implementation (including their legal representatives, successors and permitted assignees) to whom the Contract has been awarded by the Purchaser to execute this Project.
- GCC 1.13 **Corporate Office** shall mean the registered office of the Purchaser located at Vidyut Unnayan Bhavan, Salt Lake, Block-DJ, Sector-III, Kolkata-700 091, West Bengal, India.
- GCC 1.14 **Customer** shall mean any company or organization which has procured ICT Infrastructure from the Bidder.
- GCC 1.15 **Day** shall mean a period of 24 consecutive hours from midnight to next midnight.
- GCC 1.16 **Entire Agreement:** The Contract constitutes the entire agreement between the Purchaser and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of Contract.
- GCC 1.17 **ERP Solution** shall mean comprehensive ERP system comprising of ERP Product / Software package, other system & application software, bolt-on solutions, Third Party tools & applications, databases, clustering tools and any other tools, accessories and services required to make the entire system operational for the fulfilment of the objective of this Tender Document / Contract.
- GCC 1.18 **Financial Year** shall mean a period of twelve (12) consecutive Months beginning April to next March as is customary in the Purchaser's country.
- GCC 1.19 **Gender:** Wherever applicable, "He" shall include "He/She" and "Him" shall include "Him/Her".
- GCC 1.20 **Installation** shall mean the system or sub-system(s) installed on the hardware and made available for testing / commissioning.
- GCC 1.21 **Intellectual Property Rights/IPR** shall mean any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent or future including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative scope of work from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorize or assign others to do so.
- GCC 1.22 **Implementation Partner** shall mean the successful bidder who has been awarded the contract of implementation of ERP at WBPDCCL.

- GCC 1.23 **Month** shall mean the calendar month of the Gregorian calendar.
- GCC 1.24 **Net Worth** shall mean the net worth of the company and shall be calculated as paid up Equity share Capital plus Reserves less a) Revaluation Reserves; b) Other Statutory Reserves under the Companies Act, 1956; c) Intangible Assets; d) Miscellaneous expenditures to the extent not written off; and e) Carried forward losses.
- GCC 1.25 **Notice in Writing / Written Notice** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post/speed post/e-mail to the last known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post/electronic post it would have been delivered.
- GCC 1.26 **Offices** shall mean Corporate Office and various remote location offices including respective stores of WBPDCCL as detailed in this RFP.
- GCC 1.27 **Party / Parties** shall mean either the Purchaser or the Contractor or both.
- GCC 1.28 **Price Schedule** shall mean the schedules or any part or individual schedule thereof, submitted by the bidder with his bid and forming a part of the Contract Documents.
- GCC 1.29 **Program** shall mean the Program to be submitted by the Contractor in accordance with GCC and any approved revisions thereto.
- GCC 1.30 **Project Charter [ICT] / Project Plan** shall mean the comprehensive inception report covering approach and roadmap for entire Project indicating, but not limited to, project objective, scope, team composition, phase/sub-phase wise activities along with start date & end date and resources assigned to each activity, key milestones and deliverables along with their dates, dependencies among activities, project processes and methodologies, project management & monitoring framework, stakeholders communication plan, risk assessment & mitigation plan etc. Project Charter shall be developed by the Contractor and approved by the Purchaser based on the recommendation of implementation partner of SAP ERP in WBPDCCL and on the requirements of the Contract Agreement and the Development & Implementation Plan included in the Contractor's Bid. The Project Charter may be changed / modified during the course of the Project; however "Agreed Project Charter" shall mean the agreed latest version of the Project Charter which will be referred for the purpose of execution and monitoring of this Project. Should the Project Charter conflict with the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.
- GCC 1.31 **Project Manager** means the person appointed by the Purchaser in the manner provided in GCC 18 and named as such in the SCC to perform the duties delegated by the Purchaser.

- GCC 1.32 **Project Manager [ICT]** shall mean the person nominated by the System Integrator from time to time and shall include those who have been expressly authorized or approved by the Purchaser to act for and on his behalf for all functions pertaining to operation of this Contract. All functions pertaining to this Contract means all acts necessary for execution of the Contract, coordinating between the different agencies and final closing of the Contract. Project Manager [ICT] shall lead and manage a team of Leads, Consultants, Professionals and Experts for successful design, implementation and operation of ICT Infrastructure Solution in the Company.
- GCC 1.33 **Project** shall mean the Supply, Installation, Implementation and Maintenance of ICT Infrastructure including Facility Management Services for ERP Infrastructure of WBPDCCL envisaged by the Purchaser under this Tender Document, unless otherwise specified.
- GCC 1.34 **Purchaser's country:** This shall mean India.
- GCC 1.35 **Purchaser** shall mean WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED (WBPDCCL), Kolkata, and include its legal successors and permitted assigns.
- GCC 1.36 **Scheduled Bank** shall mean those banks in India which have been included in the Second Schedule of Reserve Bank of India (RBI) Act, 1934. RBI in turn includes only those banks in this schedule which satisfy the criteria laid down vide section 42 (6) (a) of the Act.
- GCC 1.37 **Scope of Work** shall mean the goods and services to be provided by the Bidder as specified in this Tender Document.
- GCC 1.38 **Services** shall mean all technical, logistics, management and any other Services to be provided by the Contractor under the Contract to Supply, install, implement, commission and support ICT Infrastructure for the ERP Solution.
- GCC 1.39 **Site/Unit/Location/Business Location** shall mean the offices and field sites wherever business activities are conducted by the Purchaser.
- GCC 1.40 **Successful Bidder** shall mean the Bidder whose Bid has secured the Lowest Bid (L1) as per the bid evaluation methodology defined in this Tender Document. The Bidders other than the Successful Bidder will be categories as "unsuccessful Bidders".
- GCC 1.41 **System Integrator** shall mean a person or company that specializes in bringing together component sub-systems and ensuring that those sub-systems function together and hence provides an integrated Solution for fulfilling the specified objective.
- GCC 1.42 **Third Party** shall mean any person, firm, company, organization or Consortium other than the Purchaser and Bidder (including ERP Product Vendor).
- GCC 1.43 **Time for Completion** shall mean the time for completing the scope of work or any part thereof and passing the Tests on Completion calculated from the Commencement Date unless extended.

GCC 1.44 **User Acceptance Tests** shall mean the tests specified in the Technical Requirements and Agreed Project Plan to be carried out to ascertain whether the ICT Infrastructure Solution or a specified sub-system(s), is able to attain the functional and performance requirements (relating to commissioning) as specified in the Tender Document and Agreed Project Plan.

GCC 1.45 **User Acceptance** shall mean the acceptance by the Purchaser that the ICT Infrastructure Solution (or any sub-system(s) where the Contract provides for acceptance of the System in parts) is capable of attaining the functional and performance requirements (relating to commissioning) as specified in the Tender Document and Agreed Project Plan.

GCC 1.46 **Value of Contract** shall mean the sum accepted or the sum calculated in accordance with the prices accepted in Bid and/or the Contract rates as payable to the Contractor for the purposes of the Contract.

GCC 1.47 **Week** shall mean seven (7) consecutive calendar days, beginning the day of the week as is customary in the Purchaser's country.

GCC 1.48 **Working Day** shall mean any day which is not declared to be holiday or rest day by the Purchaser.

GCC 1.49 **Year** shall mean a period of twelve (12) consecutive Months.

GCC 2 Contract Documents :

GCC 2.1 All documents forming part of the Contract (and all parts thereof) is intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

GCC 2.2 The Contractor shall provide free of cost to WBPDCCL all the drawings and descriptive materials submitted with the bid, complete set of his bid and bidding documents, copies of all the correspondence with WBPDCCL, etc. in at least six (6) copies to form a part of the Contract Documents immediately after the Letter of Award (LoA).

GCC 2.3 Endorsement of Terms

The failure of either party to endorse at any time any of the provisions of the Contract or any rights in respect thereto or to an option herein provided shall in no way be construed to be a waiver of such provisions, rights or option or in any way to effect the validity of the Contract. The exercise by either party of any of his rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

GCC 2.4 The Contract shall be considered to come into force on the date of LoA to the successful bidder by WBPDCCL. This may be in the form of a fax or a Letter of Award as conveyed to the Contractor. The Time for Completion shall be reckoned from that date.

GCC 2.5 All Documents, all correspondence and communications to be given and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under this clause, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

GCC 3 Notices :

GCC 3.1 Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract. Unless otherwise stated, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, courier, post or fax followed by post confirmation to the address of the relevant party as mentioned in SCC.

GCC 3.2 Any notice sent by post or courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after despatch. In proving the fact of despatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

GCC 3.3 Any notice delivered personally or sent by fax shall be deemed to have been delivered on date of its despatch.

GCC 3.4 Either party may change its address at which notices are to be received by giving ten (10) days' notice to other party in writing.

GCC 4 Interpretation :

GCC 4.1 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

GCC 4.2 Headings

The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

GCC 4.3 Persons

Words importing persons or parties shall include firms, corporations and government entities.

GCC 4.4 Construction of the Contract documents

Post evaluation of the bids submitted and award of the LOA to the successful bidder, The following documents shall constitute the Contract between the Purchaser and the Contractor, and each shall be read and construed as an integral part of the Contract:

- a. The complete Tender Document including ITB, GCC, SCC, Technical Specifications and Annexure 8A to 8AF
- b. All addendum and corrigendum related to this Tender.
- c. Letter of Award including all documents referred to therein
- d. Bid form, Price and Payment Schedules
- e. All drawings and descriptive materials submitted with the bid, complete set of bid and bidding documents, copies of all the correspondence with WBPDCCL, related to this Tender by the Bidder.

Entire Agreement

Subject to GCC 16.3, the Contract constitutes the entire agreement between the Purchaser and Contractor with respect to the subject matter of Contract.

GCC 4.5 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.

GCC 4.6 Non-Waiver

Any waiver of Purchaser's/bidder's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the Purchaser/bidder granting such waiver, and must specify the right and the extent to which it is being waived.

Subject to above, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

GCC 4.7 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

GCC 5 Governing Law:

The Contract shall be governed by and interpreted in accordance with laws in force in India including any such Laws passed or made or coming into force during the period of the Contract. The Calcutta High Court shall have exclusive jurisdiction in all matters arising under the Contract.

GCC 6 Disputes :

GCC 6.1 Adjudicator

- GCC 6.1.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Contractor in connection with or arising out of the Contract including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project - whether during the progress of the Project or after their completion and whether before or after the termination, abandonment or breach of the Contract - the parties shall seek to resolve any such dispute or difference by mutual consultation. In the first instance, the reference of any such dispute / difference shall be made to the Project Manager [WBPDCCL] as mentioned in GCC 18. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either Party to the Adjudicator, with a copy to the other Party.
- GCC 6.1.2 The Adjudicator shall give its decision in writing to both parties within thirty (30) calendar days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Contractor within sixty (60) calendar days of such reference, the decision shall become final and binding upon the Purchaser and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.
- GCC 6.1.3 The Adjudicator shall be jointly appointed by the Purchaser and the Contractor under the Contract. Failing agreement between the two within thirty (30) days, the Adjudicator shall be appointed under the Contract on the request of either party by the Appointing Authority specified in the SCC.
- GCC 6.1.4 Should the Adjudicator resign or die, or should the Purchaser and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another Adjudicator shall be jointly appointed by the Purchaser and the Contractor as Adjudicator under the Contract. Failing agreement between the two within thirty (30) calendar days, the Adjudicator shall be appointed under the Contract on the request of either Party by the Appointing Authority specified in the SCC. The Adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of his duties as Adjudicator under the Contract. These costs shall be divided equally between the Purchaser and the Contractor.
- GCC 6.2 Arbitration
- GCC 6.2.1 If either the Purchaser or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within thirty (30) calendar days of a dispute being referred to it, then either the Purchaser or the Contractor may, within sixty (60) calendar days of such reference, give notice to the other Party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- GCC 6.2.2 Any dispute, in respect of which a notice of intention to commence arbitration has been given in accordance with GCC 6.2.1 shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project.
- GCC 6.2.3 Any dispute submitted by a Party to arbitration shall be heard by an arbitration panel composed of three (3) arbitrators, in accordance with the provisions set forth below.

- GCC 6.2.4 The Purchaser and the Contractor shall each appoint one arbitrator, and these two (2) arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within thirty (30) calendar days after the latter of the two (2) arbitrators has been appointed, the third arbitrator shall, at the request of either Party or the arbitrators, be appointed by the Appointing Authority for arbitrator designated in the SCC.
- GCC 6.2.5 If one Party fails to appoint its arbitrator within fifty (50) calendar days after the other Party has named its arbitrator, the Party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.
- GCC 6.2.6 If, for any reason, an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC 5 and a substitute shall be appointed in the same manner as the original arbitrator.
- GCC 6.2.7 Arbitration proceedings shall be conducted as per the provisions of the Arbitration and Reconciliation Act, 1996 in Kolkata in the English language only.
- GCC 6.2.8 The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.
- GCC 6.2.9 The arbitrator(s) shall give reasoned award.
- GCC 6.3 Notwithstanding any disputes with reference to the Contract pending for adjudication or arbitration, the Contractor shall continue to perform his obligations in connection with the Project in accordance with the Purchaser's decision or instruction, and Purchaser shall also continue to perform his obligations under the Contract including payment of any monies due to the Contractor.
- GCC 7 Compliance with Laws :**
- GCC 7.1 Compliance with Laws, statutes, regulations
- The Contractor shall, in all matters arising in the performance of the Contract, comply with in all respects, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or bye-law of any duly constituted authority.
- GCC 7.2 Statutory obligations
- The Contractor shall adhere to the statutory provisions under Payment of Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Employee's Provident Fund & Miscellaneous Provisions Act, Workmen's Compensation Act, Right to Information Act, and other relevant Statutes. Non-compliance of the statutory provisions may attract penal action against Contractor from the Law Enforcing Authorities. All liabilities arising out of the non-compliance of the Laws of the Land will have to be borne by the Contractor and the Purchaser will not be responsible in any manner whatsoever for the same.

GCC 7.3 The Contractor shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, but without prejudice to GCC 9.1 thereof.

B: Subject matter of Contract :

GCC 8 Scope of Work :

GCC 8.1 Unless otherwise expressly provided in the Technical Specifications, the Contractor's obligations cover the provision of all equipment/materials including spares and the performance of all services required for the design, procurement, quality assurance, construction, installation, associated construction scope of work and delivery, commissioning of the equipment/materials in accordance with the project schedule, specifications, drawings, codes and any other documents submitted in the bid proposal and which is in compliance to the specification laid down in the bid document.

GCC 8.2 The bidder shall, at no extra cost to the Purchaser, unless specifically excluded in the Contract, perform all such scope of work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining successful completion of the scope of work as if such scope of work and materials were expressly mentioned in the Contract.

GCC 8.3 It is expressly understood that the final settlement between the parties, in terms of relevant clauses of the Contract Documents shall not relieve the Contractor of any of his obligations under the provision of long term availability of spares unless otherwise discharged expressly in writing by the Purchaser.

GCC 9 Obligations of the Contractor :

GCC 9.1 The Contractor shall, in accordance with the Contract, with due care and diligence, carry out the scope of work as necessary for successful completion of all the obligations, within the time for completion.

GCC 9.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the conditions and circumstances at the Site affecting the Contract Price, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site including existing roads and bridges and other means of access to the Site, presence of obstructions on the Site. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Scope of works.

GCC 9.3 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country/ state where the Site is located that are necessary for the performance of the Contract.

GCC 9.4 The Contractor shall arrange/ construct at his own cost any storage/access, structures, bridges and approach to the work sites from public roads as may be required.

GCC 9.5 Contractor's Responsibility with other Agencies :

Without repugnance to any other condition, it shall be the responsibility of the Contractor providing services to submit to and take written approval from Project Manager [WBPDCCL] for any other service(s) required. The Project Manager [WBPDCCL], before communicating his approval to any such scheme, with any required modifications shall get the final agreements of all such agencies, which shall be binding. No claim shall be entertained on account of above.

The Contractor shall conform in all respect with the provisions of any statutory regulations, laws, bylaws, rules or ordinances of any local or duly constituted authorities or public bodies which may be applicable from time to time to execute the Contract. The Contractor shall keep the Purchaser indemnified against all penalties/liquidated damages and liabilities of every kind, arising out of non-adherence to such statutory regulations, laws, bylaws, rules or ordinances etc.

The Contractor shall have to execute the Contract in such place and condition where other agencies will be engaged for other installation or similar installation. No claim shall be entertained due to services/installation being executed by the Contractor in the above circumstances.

GCC 10 Obligations of the Purchaser

GCC 10.1 The Purchaser shall ensure the accuracy of all information and/or data to be supplied by the Purchaser

GCC 10.2 The Purchaser shall be responsible for acquiring and providing legal and physical possession of the DC & DRC Site and access thereto except where providing access is included in the scope of work of the Contractor,. The Purchaser shall give full possession of and accord all rights of access thereto on or before the date(s) specified in the Contract.

GCC 10.3 The Purchaser shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings where the Site is located, which such authorities or undertakings require the Purchaser to obtain in the Purchaser's name for the execution of the Contract (they include those required for the performance by both the Contractor and the Purchaser of their respective obligations under the Contract), including those specified in the Contract.

GCC 10.4 Without prejudice to the obligations of the Contractor under the Contract, if requested by the Contractor, the Purchaser shall use its best endeavours to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Sub-contractors or the personnel of the Contractor or Sub-contractors, as the case may be, to obtain.

GCC 10.5 The Purchaser shall perform work and services of whatsoever nature, all as specified in the Contract, to enable the Contractor to properly carry out Commissioning and Guarantee Tests at or before the time specified in the Program furnished by the Contractor under GCC 20.2 hereof and in the manner thereupon specified or as otherwise agreed upon by the Purchaser and the Contractor.

GCC 10.6 The Purchaser shall be responsible for facilitating the Test(s) on completion of the scope of work, in accordance with GCC 25

GCC 10.7 All costs and expenses involved in the performance of the obligations under GCC10, other than under GCC10.4, shall be the responsibility of the Purchaser, save those to be incurred by the Contractor, in accordance with the Contract.

C: Payment :

GCC 11 Contract Price :

GCC 11.1 The Contract Price shall remain firm during the entire period of the Contract.

GCC 11.2 Subject to GCC 10.1 hereof the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

GCC 12 Terms & Procedure for Payment :

GCC 12.1 The payments to the Contractor for the performance of the Contract will be made by the Purchaser as per terms and conditions specified in Payment Schedule Annexure 8V. No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the Scope of work or any part thereof. The currency of payment shall be Indian rupees.

GCC 12.2 The Project Manager [WBPDCCL] shall verify the bill and supporting documents after receipt of bill from the Contractor. The Purchaser shall release the payment after deducting applicable taxes, penalties/liquidated damages and other recoverable within forty-five (45) calendar days from the date of receipt of the bill (complete in all respect) by the Purchaser, along with acceptance certificate from Project manager (WBPDCCL). All the payments made by the Purchaser will be in Indian Rupee only. No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the goods or services or any part(s) thereof.

GCC 12.3 If any excess payment has been made by the Purchaser due to difference in quoted price in proposal and Contractor's invoice, the Purchaser may without prejudice to its rights recover such amounts by other means after notifying the Contractor or deduct such excess payment from any payment subsequently falling due to the Contractor.

GCC 12.4 At its own discretion, the Purchaser shall make payments either through crossed bank cheque or electronic bank transfer.

GCC 12.5 Wherever applicable, tax deduction certificates shall be issued at the end of the month against deduction of statutory taxes.

- GCC 12.6 Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the schedule, referred in Annexure 8V.
- GCC 12.7 For Quarterly Payment for Facility Management Service, successful Bidder have to provide following documents with their monthly invoice
- i. Monthly absentee statement for the persons deployed
 - ii. Contribution history to ESI against deployed person
 - iii. PF code with monthly ECR against deployed person.
- GCC 13** **Securities :**
- GCC 13.1 The Bidder must pay Bid Security as given in the Tender Document (as specified Annexure 8C). Bids not accompanied with Bid Security will be rejected. In case the Bid Security is in the form of Bank Guarantee, the issuing bank should be advised to send confirmation of issue of irrevocable Bank Guarantee to the Purchaser.
- No interest shall be paid by the Purchaser on the Bid Security deposited by the Bidder.
- After selection of successful Bidder, the Bid Security of unsuccessful Bidders shall be refunded to respective Bidders. The Bid Security of successful Bidder shall be refunded after submission of Performance Bank Guarantee and signing of Contract Agreement.
- GCC 13.2 Performance Guarantee :
- The bidder has to submit two Bank Guarantees – Advanced Bank Guarantee (ABG) and Performance Bank Guarantee (PBG).
- GCC 13.2.1 Performance Bank Guarantee has to be provided by the concerned contractor for Supply, Installation & Commissioning of all related items at the DC, DRC , Plants of WBPDCCL, along with Maintenance FMS Service and Liaison For 5 years .
- GCC 13.2.2 The Contractor shall furnish unconditional and irrevocable Bank Guarantee in favour of the Purchaser as per Annexure 8K, towards Performance security for faithful and due fulfilment of all obligations under the Contract within thirty (30) days from the date of LoA. Performance Bank Guarantee will be required to be furnished for an amount equal to ten percent (10%) of the Total Contract Price, from a Scheduled Bank in India. The Bank Guarantee shall be valid for ninety (90) days after entire contract period with further claim period of ninety (90) days thereafter. The value of the Bank Guarantee is not to be construed as limiting the liquidated damages and penalty for noncompliance of Service Level Agreement (SLA) as defined in this document. The Purchaser reserves the right to verify the authenticity of the Bank Guarantee from the issuing bank. The validity of Bank Guarantee would require to be extended by the Contractor, if so required by the Purchaser.
- GCC 13.2.3 The Contract Performance Guarantee is liable to be invoked on demand of WBPDCCL, for any breach under the Contract irrespective of any dispute or difference between WBPDCCL and the Contractor, pending before any court, tribunal or any other authority.

- GCC 13.2.4 The Performance Guarantee shall be returned to the Contractor within ninety (90) days after receipt of application for release of Performance Bank Guarantee along with certification regarding completion of scope of work as applicable to the Letter of Award. No claim shall be made against the Performance Guarantee after the issue of this certificate. However, no costs shall be paid for the Bank Guarantee by the Purchaser, irrespective of date of release.
- GCC 13.2.5 The initial Performance Bank Guarantee (PBG)[which is 10% of the total contract value]will be released after the receipt of ICC AND seventeen months after the start of the project. Thereafter, new Performance Bank Guarantee (PBG) will have to be submitted by the bidder every year till the completion of the FMS. The value of the then PBGs will be 10% of the remaining contract values. The release of previous PBGs will follow the time line as mentioned above.
- GCC 13.2.6 Advanced Bank Guarantee (ABG) has to be provided by the concerned contractor for getting the Mobilization Advance. The value of ABG will be 10% of the Supply, Installation & Commissioning of all related items at the DC, DRC and Plants of WBPDCCL i.e. 10 % on the supply value and installation & commissioning charges (Total of group A and Group B price as per price schedule). The ABG will have to be submitted within 30 calendar days of the receipt of the LOA in favour of the purchaser and as per format mentioned in Annexure 8K. WBPDCCL will issue the Mobilization Advance within 7 days of the receipt of the ABG. ABG will be released based along with the release of first PBG and as per schedule shown in the figure based on successful supply, commissioning and subsequent receipt of the ICC.
- GCC 14 Taxes Duties, and Other Levies :**
- GCC 14.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties and levies assessed on the Contractor, or their employees by all municipal, state or national government authorities in connection with the Project. The prices quoted by the Contractor shall be inclusive of all taxes, duties and levies. All taxes, duties and levies, including Central sales tax /VAT, where applicable and payable shall be deemed to have been included in the submitted price sheet.
- GCC 14.2 The Contractor shall be solely responsible for the taxes that may be levied on the Contractor's persons or on earnings of any of his employees and shall hold the Purchaser indemnified and harmless against any claims that may be made against the Purchaser. The Purchaser does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the Contractor or his personnel. If it is obligatory under the provisions under the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Purchaser.

- GCC 14.3 All taxes, duties and levies, and charges for any permits or other privileges as per prevalent rates as on date of Bid submission. Statutory variation in taxes, duties, levies etc. may be considered separately from the effective date. The Contractor shall be solely responsible for the taxes that may be levied on the Contractor's persons or on earnings of any of his employees and shall hold the Purchaser indemnified and harmless against any claims that may be made against the Purchaser. The Purchaser does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the Contractor or his personnel. If it is obligatory under the provisions under the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Purchaser.
- GCC 14.4 Central Sales tax/ VAT :
- GCC 14.4.1 The Purchaser shall also bear and pay to the Contractor Sales Tax (but not the surcharge in lieu of Sales Tax), Local Tax including Entry Tax/Octroi (if applicable) in respect of direct transactions between the Purchaser and the Contractor. These amounts will be payable, by the Purchaser on the supplies made by the Contractor.
- GCC 14.5 Works Contract Tax
- WBPDCCL shall recover Works Contract Tax from the payments made to the Contractor, as applicable and issue TDS certificate as per rules.
- GCC 14.6 Service tax
- In case of Service Tax, it needs to be indicated in appropriate column of Price Schedule and the same shall be paid extra.
- GCC 14.7 Excise duty
- For own manufactured items, the Contractor shall indicate the percentage applicable and also the amount of excise duty against each item and ex-works price of the Equipment/Materials within specified column of the Price Schedule. The same will be paid extra, on production of original documentary evidence, at the rate applicable at the time of physical delivery provided the physical delivery is made within the stipulated delivery time from the date of issue of despatch clearance and the offer of inspection is received within the schedule delivery period. In case of bought out items, the payment will be released on totality basis as detailed in the Terms and Procedures of Payment of the Contract Agreement.
- GCC 14.8 In case however, the Equipment /Materials are offered for inspection after the schedule delivery period, excise duty will be paid at the rate prevailing at the time of scheduled delivery period or the actual delivery period, whichever is lower, in case of direct transactions.

D: Intellectual Property :

GCC 15 Patent Rights and Royalties :

- GCC 15.1 Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the Project shall be deemed to have been included in the value of Contract. The Contractor shall satisfy all demands that may be made at any time for such Royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Purchaser indemnified in that regard.

- GCC 15.2 The Contractor shall, subject to the Purchaser's compliance with GCC 15.3, indemnify and hold harmless the Purchaser, his successors or assignees, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of : (a) the installation by the Contractor or the use in the country where the Site is located; and (b) the sale of the products in such country. Such indemnity shall not cover any use of the Scope of work or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Scope of work or any part thereof, or any products produced thereby in association or combination with any other Equipment/ Materials not supplied by the Contractor, pursuant to the Contract Agreement.
- GCC 15.3 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC 15.2, the Purchaser shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims. If the Contractor fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Purchaser within the thirty (30) day period, the Purchaser shall make no admission that may be prejudicial to the defence of any such proceedings or claim.
- GCC 15.4 The Purchaser shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.
- GCC 15.5 All design and drawings submitted by the Contractor will be the property of Purchaser. The Purchaser reserves the right to use the same in its future project without any further reference and additional charges to the Contractor for such use.
- GCC 15.6 The Purchaser's Drawings, Specification and other information submitted by the Purchaser to the Contractor shall remain the property of the Purchaser. They shall not, without the consent of the Purchaser, be used, copied or communicated to a third party by the Contractor unless necessary for the purposes of the Contract. Any error in any such drawing/Specification etc. shall not absolve the Contractor of his responsibility.
- GCC 16 Confidential Information :**
- GCC 16.1 The Purchaser and the Contractor shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any Third Party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.

GCC 16.2 The obligation of a party under GCC 16.1 above, however, shall not apply to that information which

- a. now or hereafter enters the public domain through no fault of that party
- b. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto
- c. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality

GCC 16.3 The above provisions of this Clause GCC 16 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the ICT Infrastructure Solution or any part thereof.

GCC 16.4 The provisions of this clause GCC 16 shall survive termination, for whatever reason, of the Contract.

GCC 17 Advertising of the Project :

Any advertising stating the subject of this Contract by the Contractor in India or in other foreign countries shall be subject to approval of the Purchaser prior to the publication. Publication of approved articles, photographs and other similar materials shall carry acknowledgment to the Purchaser.

E: Work Execution :

GCC 18 Purchaser's representative :

GCC 18.1 The Purchaser shall appoint a Project Manager who shall carry out the functions and obligations of the Purchaser under the Contract.

GCC 18.2 The Project Manager shall represent and act for the Purchaser at all times during the currency of the Contract.

GCC 18.3 Any decision, instruction or approval given by the Project Manager to the Contractor shall have the same effect as though it had been given by the Purchaser.

GCC 18.4 All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Purchaser under the Contract shall be given to the Project Manager, except as herein otherwise provided.

GCC 18.5 The Project Manager may authorize his representative as site-in-charge for the Works. The Project Manager will also be the consignee officer for the Works.

GCC 19 Contractor's representative :

GCC 19.1 If the Contractor's representative is not named in the Contract, then within fifteen (15) days of the Commencement Date, the Contractor shall appoint the Contractor's representative and shall request the Purchaser in writing to approve the person so appointed. If the Purchaser makes no objection to the appointment within fifteen (15) days, the Contractor's representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fifteen (15) days giving the reason thereof, then the Contractor shall appoint a replacement within fifteen (15) days of such objection.

- GCC 19.2 The Contractor's representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.
- GCC 19.3 Any instruction or notice which the Purchaser gives to the Contractor's representative(s) shall be deemed to have been given to the Contractor. An instruction book shall be kept at Site to record instruction of the Purchaser or his representative at the time of Site visit.
- GCC 19.4 The Contractor shall not revoke the appointment of the Contractor's representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out on GCC19.1.
- GCC 19.5 The Contractor's representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Purchaser and the Project Manager. Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this Sub-Clause GCC 19 .5 shall be deemed to be an act or exercise by the Contractor's representative.
- GCC 19.6 The Contractor shall in addition to a Contractor's representative, employ one or more competent representative(s) to superintend the carrying out of the scope of work at Site. Such representative shall be fluent to communicate in local language for day to day work. Their names and contact addresses shall be communicated in writing to the Purchaser before commencement of Scope of work.
- GCC 19.7 The Purchaser may, by notice to the Contractor, object to any representative or person employed by the Contractor in the execution of the Contract, who, in the reasonable opinion of the Purchaser, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC 23.4 .The Purchaser shall provide evidence of the same, whereupon the Contractor shall remove such person from the Site.
- GCC 19.8 If any representative employed by the Contractor is removed in accordance with GCC 19.7, the Contractor shall, where required, promptly appoint a replacement.
- GCC 20 Program :**
- GCC 20.1 The Contractor shall supply to the Purchaser and the Project Manager a chart showing the proposed organization to be established by the Contractor for carrying out the scope of work. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed within twenty (20) days of the LoA. The Contractor shall promptly inform the Purchaser and the Project Manager in writing of any revision or alteration of such an organization chart.

- GCC 20.2 The Contractor shall submit to the Purchaser for his approval the Program ,within thirty (30) days of LoA, made in the form of L2 network with respect to Contract ,where such L2 network is required, which shall, contain the following:
- a. the order in which the Contractor proposes to carry out the scope of work (including but not limited to design, supply, transport, delivery to Site, installation, testing and commissioning),
 - b. the date(s) by which the Contractor reasonably requires that the Purchaser shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the Program and to achieve Completion of the scope of work in accordance with the Contract
- GCC 20.2.1 The Program so submitted by the Contractor shall be in accordance with the Time Schedule and any other dates and periods specified in the Contract. The Contractor shall update and revise the Program as and when appropriate or when required by the Project Manager, but without modification in the Time for Completion and any extension granted in accordance with GCC 42, and shall submit all such revisions to the Project Manager.
- GCC 20.2.2 This Program shall show clearly all activities and its duration along with earliest and latest dates and the first and last dates of submission of the drawings and each date of shop inspection by the Purchaser and critical path for the entire scope of work. The Program approved by the Purchaser shall form part of the Contract.
- GCC 20.2.3 The approval by the Purchaser of the Program shall not relieve the Contractor from any obligation under the Contract towards timely completion of Scope of work.
- GCC 20.2.4 Subsequent to L2 network getting finalized, no revision shall normally be permitted as long as the scope of work remains unchanged. However, in cases of increase in quantities, while executing the work as per original scope; suitable adjustments may be made without affecting the time for completion. The revision in L2 network, for aforesaid reasons, shall be done with the approval of the Purchaser.
- GCC 20.2.5 If the scope of work undergoes changes during execution stage resulting into additional scope over that originally provided, for which the Contractor insists extension in time for completion, such extension shall be granted while ordering additional scope of work. Contractor shall submit revised L2 network for approval of the Purchaser.
- GCC 20.2.6 In case the scope of work does not change but the time for completion is extended because of delayed commencement of the work on account of non fulfilment of obligations by WBPDCI or because of any other reasons not attributable to Contractor, L2 network shall be suitably revised as per the extended time for completion. Once the time for completion has been extended with the approval of Purchaser, Contractor shall submit revised L2 network for the approval of Purchaser.

GCC 20.3 **Progress Report :**

The Contractor shall monitor progress of all the activities under scope of work in the Program referred to in GCC 20.2 and supply a progress report to the Project Manager [WBPDCI] every month.

The progress report shall be in a form acceptable to the Project Manager and shall also indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the Program, giving comments and likely consequences and stating the corrective action being taken.

GCC 20.4 **Progress of Performance :**

If at any time the Contractor's actual progress falls behind the program referred to in GCC 20.2 , or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Purchaser or the Project Manager, prepare and submit to the Project Manager a revised Program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Scope of work within the Time for Completion as stated in SCC, or within such extended time to which the Contractor has been entitled to as per GCC 42.2

GCC 21 **Design and Engineering :**

GCC 21.1 The Contractor shall submit to the Purchaser for approval:

- a. Within the time given in the Contract or in the Program such documents including drawings, or information as may be called for therein, and in the numbers therein required, in a sequential order of execution and
- b. During the progress of the Works, such documents of the general arrangement and details of the scope of work as specified in the Contract. The Purchaser shall signify his approval or disapproval as detailed in the schedule and procedure of documents approval indicated below.

GCC 21.2 Any part of the scope of work covered by or related to the documents to be approved by the Purchaser's Representative shall be executed only after the Project Manager's approval thereof.

GCC 21.3 The Contractor shall supply additional copies of approved documents in the format and numbers stated.

GCC 21.4 The Project Manager's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.

GCC 21.5 Approval of any documents by the Purchaser shall not relieve the Contractor of his responsibility for the accuracy thereof or modification required during actual execution or for any deviation in scheme from Technical Specification with accepted deviations if there be any.

GCC 22 Procurement :

- GCC 22.1 The Contractor shall procure and transport all the Equipment/Materials in an expeditious and orderly manner to the Site.
- GCC 22.2 Transportation
- GCC 22.2.1 The Contractor shall at its own risk and expense transport all the Equipment/Materials and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.
- GCC 22.2.2 Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Equipment/Materials and the Contractor's Equipment.
- GCC 22.2.3 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Equipment/ Materials and the Contractor's Equipment to the Site. The Purchaser shall use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Purchaser from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Equipment/ Materials and the Contractor's Equipment to the Site.

GCC 23 Contractor's Construction Management :

- GCC 23.1 Contractor's Supervision
- The Contractor shall give or provide all necessary superintendence during the installation of the Works, and the Contractor's representative(s) shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the Works.
- GCC 23.2 Labour
- The Contractor shall provide and employ on the Site in the installation of the Works such resources as is necessary for the proper and timely execution of the Contract.
- GCC 23.2.1 Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.
- GCC 23.2.2 The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s), if required, from the appropriate authorities for the entry of all labour and personnel to be employed on the Site.
- GCC 23.2.3 The Contractor shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Sub-contractors.

GCC 23.3 Contractor's Equipment

GCC 23.3.1 The Contractor shall provide all erection Equipment haulage & power if necessary to complete the Works as per Time for completion, including transport at his own cost. The Contractor shall provide additional manpower as well as haulage and other erection equipment as necessary for maintaining the Time schedule of completion. Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Works, gate control, sanitation, medical care, and fire prevention.

GCC 23.3.2 All Contractor's Equipment shall, when brought to the Site, be deemed to be exclusively intended for the execution of Contract. The Purchaser shall have lien on all such Equipment brought to Site for the purpose of erection, testing and commissioning of the Equipment/Materials.

GCC 23.4 Site Regulations and Safety

The Purchaser and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Purchaser, with a copy to the Project Manager, proposed Site regulations for the Purchaser's approval, for which approval shall not be unreasonably withheld.

GCC 23.5 Environment & Social Policy and Procedures (ESPP) of Purchaser

The Contractor shall make himself aware of the ESPP of the Purchaser which shall be available on the Purchaser's website and shall execute the scope of work under the Contract in compliance with the said provisions.

GCC 23.6 Communications

The Contractor may require the Purchaser to confirm in writing any decision or instruction of the Purchaser which is not in writing. The Contractor shall promptly notify the Purchaser of such requirement.

GCC 23.7 Authority of Access

No persons other than the employees of the Contractor or his authorised representative shall be allowed at the Site. Purchaser or his representative shall have access to the work sites at any time.

GCC 23.8 Emergency work :

GCC 23.8.1 If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Works, the Contractor shall immediately carry out such work.

GCC 23.8.2 If the Contractor is unable or unwilling to do such work immediately, the Purchaser may do or cause such work to be done, as the Purchaser may determine it necessary in order to prevent damage to the installation. In such event the Purchaser shall, as soon as practicable after the occurrence of any such emergency, notify the

Contractor in writing of such emergency, the work done and the reasons thereof. If the work done or caused to be done by the Purchaser is such that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Purchaser in connection therewith shall be paid by the Contractor to the Purchaser.

GCC 24 Inspections & Testing :

GCC 24.1 Inspecting Agency

The Purchaser may delegate inspection and testing to an outside agency in place of personnel of WBPDCCL with due notice, not less than fifteen (15) days, to the Contractor. Any such outside agency shall be considered as a Project Manager for that particular scope of work.

GCC 24.2 Inspection and Testing During Manufacture

GCC 24.2.1 The Purchaser or his designated representative shall be entitled during pre-despatch or pre-installation at WBPDCCL sites to inspect, examine and test the equipment and workmanship and check the progress of installation of all Equipment to be supplied under the Contract. This shall take place on the Contractor's premises during working hours.

GCC 24.2.2 If WBPDCCL feels it necessary and essential, based on the actual requirement of the implementation of the project at that time, WBPDCCL, may decide, to waive the inspection as stated above, taking into consideration, the actual Factory Test Reports or Test results submitted by the contractor. The decision taken by WBPDCCL regarding this will be final and binding for the Bidder.

GCC 24.2.3 No such waiver for inspection, examination or testing shall relieve the Contractor of his obligation under the Contract regarding quality of equipment supplied under the scope of the contract.

GCC 24.3 Dates for Inspection and Testing

The Contractor shall give the Purchaser at least fifteen (15) days notice for inspection along with factory test results in writing of the date and the place (in case of pre despatch) at which any Equipment/Materials will be ready for testing as provided in the Contract. The Purchaser or its designated inspection agency shall attend at the place so named which the Contractor has stated in his notice. The Purchaser shall give the Contractor notice, in writing, of his intention to attend the tests. The above notices shall be given at first by the quickest possible means and confirmed later in writing. The Contractor shall render all possible assistance in carrying out inspection in time.

GCC 24.4 Facilities For Testing

GCC 24.4.1 Where the Contract provides for tests on the premises of the Contractor, the Contractor shall provide such assistance including, labour, materials, electricity, fuel, stores, apparatus and instruments, but not restricted to the above as may be necessary to carry out the tests efficiently without any extra charges. If the facilities are inadequate to carry out tests as per standard, the Contractor shall have to arrange suitable testing place having all such required facilities and the cost towards this will be on Contractor's account.

- GCC 24.4.2 The Contractor shall be responsible for proper execution of the quality plans. The Works beyond Purchaser's hold points will progress only with Purchaser's prior written consent. The Purchaser may also undertake quality surveillance and quality audit of the systems and procedures and quality control activities. Any change in the Quality Plans shall be made only with Purchaser's prior written approval.
- GCC 24.4.3 The Contractor shall provide the Purchaser with the necessary facilities for carrying out quality audit and quality surveillance of the Contractor's Quality Assurance System.
- GCC 24.5 Routine and Acceptance Tests
- All routine tests and acceptance tests shall be carried out at test site, if applicable or at the Contractor test laboratory as per stipulation of relevant Indian Standard and relevant IEC, if any, in presence of representative of WBPDCCL. Necessary routine test and acceptance test reports needs to be submitted.
- GCC 24.6 Type Test
- GCC 24.6.1 The successful bidder shall submit complete test reports of all tests (including type tests) as stipulated in the relevant I.S. and IEC and carried out in a Govt. recognised Test House or laboratory/NABL accredited laboratory on Equipment/ Materials of identical design conforming to the Technical Specification.
- GCC 24.6.2 WBPDCCL will undertake type testing of electrical items as per submitted Type Test schedule on samples selected by WBPDCCL's inspecting engineers.
- GCC 24.6.3 Each type test report shall provide the following information with test results:
- a. Complete identification, date and Serial No.
 - b. Method of application where applied, duration and interpretation of each test.
- GCC 24.7 Repetition of Tests
- If any of the type tests, routine or acceptance tests fails to pass, the Contractor shall arrange for repetition of the tests, after rectification or replacement, at his own cost and expenses.
- GCC 24. 8 Reports of Inspection and Tests
- After the factory tests have been completed, the Contractor shall submit six (6) copies of Test Reports for approval of Purchaser. The Purchaser in turn will approve the same within fifteen (15) days of receipt. The Contractor shall provide the Purchaser with ten (10) copies of Approved Reports of all inspection and tests.
- GCC 24. 9 If the Purchaser or his designated representatives fails to attend the test and/or inspection or if it is agreed between the parties that such persons shall not do so, then the Purchaser may advice the Contractor in writing to proceed with the test and/or inspection in the absence of such persons. The Contractor should provide the Purchaser with a certified report of the results thereof.

GCC 25 Tests on Completion (Final Acceptance Testing – FAT)

GCC 25.1 Notice for Tests on Completion

The Contractor shall give to the Purchaser 1 month notice of the date after which he will be ready to conduct the Tests on Completion. Unless otherwise agreed upon, the Tests shall be carried out as per previously agreed schedule.

GCC 25.2 Delayed Tests

If the tests are being unduly delayed by the Contractor, the Purchaser may, by notice, require the Contractor to make the tests within twenty one (21) days after the receipt of such notice. If the Contractor fails to make the tests within twenty one (21) days of such notice, the Purchaser may himself proceed with the tests. All tests so made by the Purchaser shall be at the risk and cost of the Contractor and cost thereof shall be deducted from the Contract Price. The tests shall also be deemed to have been made in the presence of the Contractor and shall be accepted as accurate and no claim whatsoever in this respect of the Contractor shall be entertained.

GCC 25.3 Facilities for Tests on Completion

The Contractor, except where otherwise specified, shall arrange such labour, material, fuel, water, stores and testing apparatus as may be reasonably required to carry out such tests efficiently, without any extra charge.

GCC 25.4 Re-testing

If the work or any portion thereof fails to pass the Tests, the Purchaser or the Contractor may require such tests to be repeated on the same terms and conditions. All costs of such retesting will be borne by the Contractor.

GCC 25.5 Consequences of Failure to Pass Tests on Completion

If the Works or any portion thereof fails to pass the tests or the repetition thereof under GCC 25, the Purchaser, after due consultation with the Contractor, shall be entitled to

- a. Order one further repetition of the Tests under the conditions of GCC 25, or
- b. Reject the Works or portion thereof in which event the Purchaser shall have the same remedies against the Contractor as are provided under GCC 26 , or
- c. Issue a Taking-Over Certificate, if the Purchaser so wishes, notwithstanding that the Works are not complete. The Contract Price shall then be reduced by such amount as may be agreed by the Purchaser and the Contractor or, failing agreement, as may be determined under GCC 6. As soon as the work or any portion thereof has passed the tests, the Purchaser shall issue a Completion certificate to the Contractor to that effect.

GCC 26 Rejection

Purchaser may not accord approval to test results if those results are not in conformity with Guaranteed Technical Particulars with given tolerable limits as per relevant standard or the results and procedure followed are found not in line with standard. The results may be rejected even if the Project Manager had witnessed the test. On approval of Test results only, Material Inspection Clearance Certificate will be issued by the Purchaser. Approval of Test results will not relieve the Contractor of its obligation as regards quality, standard and suitability of the Equipment/ Materials.

GCC 27 Permission to Deliver:

GCC 27.1 The Contractor shall apply in writing to the Purchaser for permission to deliver any Equipment / Materials to the Site. No Equipment/ Materials shall be delivered to the Site without the Purchaser's written permission.

GCC 27.2 The Contractor shall make arrangement for receipt of all Equipment/ Materials delivered to Site under the scope of Contract besides all other Equipment/Materials required for the purpose of execution. Upon arrival at Site, the Contractor shall give a notice to the Purchaser when and where materials has arrived and been stored.

GCC 28 Completion of Works

GCC 28.1 As soon as execution of the Works or any part for which a separate completion schedule is provided in the Contract has, in the opinion of the Contractor, been completed operationally and structurally and put in tight and clean condition as specified in the Technical Specifications, excluding minor items not materially affecting the operation or safety of the Works, the Contractor shall so notify the Purchaser in writing within seven (7) days of the date of completion.

GCC 28.2 Within seven (7) days after receipt of the notice from the Contractor under GCC 28.1, the Purchaser shall supply the operating and maintenance personnel and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters, required for completion of Works or any part thereof.

GCC 28.3 If, for reasons not attributable to the Contractor, the Works cannot be completed in next six (6) months, the Purchaser at, its discretion, may take up the inspection of the portion of the Works already completed, the balance payment due to the Contractor can be released against Bank Guarantee of equivalent amount. The Bank Guarantee validity shall be initially for a period of twelve (12) months or until three (3) months after expected date of commissioning, whichever is earlier. If the completion and thereafter commissioning does not take place within the validity period of the Bank Guarantee, the validity shall be extended from time to time up to a period not exceeding three(3) years from the date from which the concerned work was held up on aforesaid account. The Contractor shall also be required to extend the validity of the Contract Performance Guarantee.

GCC 28.4 If WBPDCI fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within twenty-one (21) days after receipt of the Contractor's notice under GCC 28.1 or within ten (10) days after

receipt of the Contractor's repeated notice or if the Purchaser makes use of the Works or part thereof, then the scope of work or that part thereof shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, or as of the Purchaser's use of the Works, as the case may be.

GCC 28.5 As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Works are fully in accordance with the requirements of the Contract, failing which the Purchaser will undertake such completion and deduct the costs thereof from any money owing to the Contractor.

GCC 28.6 Upon Completion, the Purchaser shall be responsible for the care and custody of the Works or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Works or the relevant part thereof.

GCC 29 Taking Over

GCC 29.1. The entire scope of work shall be taken over by the Purchaser after completion, either in full or in part (where for part completion, separate completion schedule has been provided in the Contract), upon successful supply, installation, implementation, testing and commissioning of scope of work at the sites by the Contractor in accordance with provisions of Contract.

GCC 29.2. On successful completion of scope of work or any part thereof as provided in GCC 29.1 and upon request of the Contractor for taking over the Works and issuance of TOC, the Purchaser shall, within forty-five (45) days after the receipt of the Contractor's application, or within fifteen (15) days from the date of actual handing over of relevant Works, either issue the TOC or reject the application giving his reasons and specifying the work required to be done by the Contractor to enable the TOC to be issued

GCC 29.3. TOC is issued to the Contractor on stating the date on which the Works or any part thereof were complete and ready for taking over, after ascertaining the following:

- a. The scope of work under the Contract has been satisfactorily completed by the Contractor as per the provisions of Contract.
- b. Submission of required number of reproducible of approved as-built drawings (hard copies & soft copy in CDs), design documents duly authenticated by Purchaser, O&M manuals, data sheets, test reports, pamphlets and manuals of spares, maintenance and testing equipment by the Contractor
- c. The Contractor has cleared the Site of all the surplus materials, all electrical gadgets/ equipment/ switches, wiring, any wood work or any such item, to the satisfaction of the Project Manager, except those required for carrying out rectification works.
- d. All the defects have been rectified to the complete satisfaction of the Project Manager.

GCC 29.4. Issuance of such certificates shall not relieve the Contractor of any of his obligations which otherwise comes under the terms and conditions of the Contract.

GCC 29.5 Notwithstanding the above mentioned provisions, the issuance of TOC shall not be held up for delay in completion/ rectification of works of minor nature that do not affect the performance/ use of the building/installation/ equipment/sub-system/system at required load. In such a case the Contractor shall however be required to give an undertaking that in case he fails to complete/rectify within a mutually agreed period, the Purchaser shall be at liberty to carry out the work at his risk and cost, and deduct an amount as may be considered appropriate by the Purchaser.

GCC 29.6 Issuance of TOC for any part of the Works is only for the purpose of facilitating the Contractor to receive the payment for part of the Works completed and for determination of liquidated damages in respect thereof and shall not relieve the Contractor of his responsibilities under the Contract towards other parts of the scope of work.

F: Guarantees & Liabilities

GCC 30 Liquidated Damages

GCC 30.1 If the Contractor fails to attain Completion of the Works within the Time for Completion or any extension thereof under GCC 42, WBPDCCL shall recover from the Contractor as Liquidated Damage (LD) and not as a penalty without prejudice to WBPDCCL's other remedies under the Contract. For imposition of LD, the loss/damages suffered by WBPDCCL due to delays by the Contractor are the basic criteria. In respect of any part of the Works where TOC for such part has been issued separately and the aforesaid part of the Works was completed within the Time for Completion specified in the Contract, the liquidated damages for such part of the Works shall not be levied, provided other conditions for non-imposition of liquidated damages as prescribed in the Contract are met.

GCC 30.2 In order to keep the Contract alive, provisional time extension may be granted to the Contractor so that delayed services can be accepted by the Purchaser. A written communication in this regard shall be issued by the Project Manager [WBPDCCL] to the Contractor. Such provisional time extension will be without prejudice to all the obligations of the Contractor under the Contract and further without prejudice to the Purchaser's right to levy LD and other rights under the Contract.

GCC 30.3 Calculations of Liquidated Damages:

A sum equivalent to half percent (0.5%) of the Total Order Value for Contract/LOA will be deducted for every week of delay upto 10 (ten) weeks beyond the entire completion period stipulated in the LOA to a maximum of five percent (5%) and a sum equivalent to one percent (1%) of the Total Order Value for Contract/LOA will be deducted for every week of delay beyond 10 (ten) weeks (as mentioned above) to a maximum of ten percent (10%) .

GCC 30.4 WBPDCCL may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due to or become due to the Contractor. The payment deduction of such damages does not relieve the Contractor from his obligation to complete the Project or from any of his other obligations and liabilities under the Contract.

GCC 30.5 The Project will be deemed to have been completed only when all component parts / all items of Scope of Work are also delivered / completed. If certain components / items of Project are not delivered in time, the same will be considered as delayed until such time due missing / incomplete parts / items of Project are delivered/ completed.

GCC 31 Defects Liability:

GCC 31.1. The Contractor warrants that the items/ equipment delivered under this contract shall be free from defects in the design, engineering, materials and workmanship of the Equipment/Materials supplied and of the work executed.

GCC 31.2. The Defect Liability Period shall be concurrently running during the comprehensive maintenance support period. Where any part of the scope of work is taken over separately, the Defects Liability Period for that part shall commence on the date it was taken over.

GCC 31.3. If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Equipment/Materials supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Works caused by such defect.

GCC 31.4. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Works arising out of or resulting from any of the following causes:

- a. improper operation or maintenance of the equipment by the Purchaser
- b. operation of the Works outside Specifications provided in the Contract
- c. normal wear and tear

GCC 31.5. The Contractor's obligations under GCC 31 shall not apply to:

- a. any materials that are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein
- b. any designs, Specifications or other data designed, supplied or specified by or on behalf of the Purchaser or any matters for which the Contractor has disclaimed responsibility herein
- c. any other materials supplied or any other work executed by or on behalf of the Purchaser, except for the work executed by the Purchaser under GCC 31.9

- GCC 31.6. The Purchaser shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Contractor to inspect any such defect.
- GCC 31.7. The Purchaser shall afford the Contractor all necessary access to the site to enable the Contractor to perform its obligations under this Clause GCC 31. The Contractor may, with the consent of the Purchaser, remove from the Site any Equipment/Materials or any part of the Works that are defective, if the nature of the defect and/or any damage to the equipment supplied under the contract caused by the defect is such that repairs cannot be expeditiously carried out at the Site.
- GCC 31.8. If the repair, replacement or making good is of such a nature that it may affect the overall project schedule or any part thereof, the Purchaser may give to the Contractor a notice requiring that tests of the defective part of the related equipment shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.
- If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the equipment passes such tests. The tests, in character, shall in any case be not inferior to what has already been agreed upon by the Purchaser and the Contractor for the original part of the equipment.
- GCC 31.9. If the Contractor fails to commence the work necessary to remedy such defect or any damage to the equipment caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Purchaser may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Contractor or may be deducted by the Purchaser from any money due to the Contractor or claimed under the Performance Securities.
- GCC 31.10. If the Works or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Works or such part, as the case may be, shall be extended by a period equal to the period during which the Works or such part cannot be used by the Purchaser because of any of the aforesaid reasons.
- At the end of the Defect Liability Period, the Contractor's liability also ceases for the latent defects. The Contractor 's liability for latent defects warranty for the Equipment/Materials, including spares, shall be limited upto the period of completion of Comprehensive Maintenance Support in sync with the Defect Liability Period of the respective Equipment/Materials, including spares. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency.
- GCC 31.11. Except as provided in Clauses GCC 31 and GCC 36, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Works or any part thereof, the Equipment/Materials, design or engineering or work executed that appear after Completion of the scope of work or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or wilful action of the Contractor.

GCC 31.12 The Contractor shall also provide comprehensive maintenance for any such component of the equipment and for the period of time as stated in the Scope of work. Such obligation will be applicable concurrently, and shall be in addition to the defect liability specified under GCC 31.2.

GCC 31.13 Defects Liability Certificate and No-Claim Certificate

When the Defects Liability Period for the Works or any part thereof has expired and the Contractor has fulfilled all his obligations under the Contract for defects in the Works or the part, the Purchaser shall issue to the Contractor a Defects Liability Certificate to that effect within next twenty-eight (28) days. A No-Claim Certificate should be furnished by the Contractor for contract closure before the issuance of the final Defects Liability Certificate by the Purchaser. The Contractor is expected to complete all formalities for closure of Contract including their final claims relating to the Contract. All claims will be deemed to be settled and no further claims of the Contractor will be entertained after the furnishing of the No-Claim Certificate by the Contractor.

GCC 32 **Limitations of Liability**

GCC 32.1 Liabilities after Expiry of Defects Liability Period

- a. The Contractor shall have no liability to the Purchaser for any loss of or damage to the Purchaser's physical property which occurs after the expiry of the Defects Liability Period unless caused by Gross Misconduct of the Contractor provided that this exclusion shall not apply to any obligation of the Contractor to pay Liquidated Damage to the Purchaser.
- b. The aggregated liability of the Contractor to the Purchaser under the Contract shall not exceed the Contract Price provided that this limitation shall not apply to any obligation of the Contractor to the cost of repairing or replacing the defective Equipment/ Materials or to indemnify the Purchaser with respect to patent infringement

GCC 32.2 Mitigation of Loss or Damage

In all cases the party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred or may occur.

G: **Risk Distribution**

GCC 33 **Transfer of Ownership**

GCC 33.1 Ownership of the Equipment/Materials (including spare parts) procured from within/outside the country shall be with the Contractor when the Equipment/Materials(including spare parts) are loaded on to the mode of transport to be used to convey the Equipment/Materials (including spare parts) from the works to the Site and upon endorsement of the despatch documents in favour of the Purchaser.

- GCC 33.2 Ownership of the Contractor's Equipment used by the Contractor in connection with the Contract shall remain with the Contractor.
- GCC 33.3 Ownership of any Equipment/Materials in excess of the requirements for the completion of scope of work, shall revert to the Contractor upon Completion of the Works or at such earlier time when the Purchaser and the Contractor agree that the Equipment/Materials in question are no longer required for the completion of scope of work, provided quantity of any Equipment/Materials specifically stipulated in the Contract shall be the property of the Purchaser whether or not incorporated in the Works.
- GCC 33.4 Notwithstanding the transfer of ownership of the Equipment/Materials, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to GCC 35 hereof until Completion of the entire scope of work or the part thereof in which such Equipment/Materials are incorporated.
- GCC 33.5 In case of separate Contracts entered into between the Purchaser and the Contractor as per GCC 4.4 or where the Purchaser hands over his equipment to the Contractor for executing the Contract, then the Contractor shall, at the time of taking delivery of the Equipment through Bill of Landing or other despatch documents, execute an Indemnity Bond in favour of the Purchaser for keeping the equipment in safe custody and to utilise the same exclusively for the purpose of the said Contract. The Indemnity Bond shall be furnished as per format enclosed in Annexure: 8T. The Purchaser shall also issue a separate Authorisation Letter to the Contractor to enable him to take physical delivery of Equipment/ Materials from the transporters as per format enclosed in Authorization Form (Annexure 8AB).
- GCC 34 Risk and Responsibility**
- GCC 34.1 Allocations of Risk and Responsibility
- The Risks of loss of damage to physical property and of death and personal injury which arise in consequence of the performance of the Contract shall be allocated between the Purchaser and the Contractor as follows
- a. the Purchaser: the Purchaser's Risks as specified in GCC 34.2
 - b. the Contractor: the Contractor's Risks as specified in GCC 34.3
- GCC 34.2 Purchaser's Risks
- a. War and hostilities (whether war be declared or not), invasion, act of foreign enemies
 - b. revolution, insurrection, military or usurped power or civil war
 - c. use or occupation of the Works or any part thereof by the Purchaser

- d. the use or occupation of the Site or any part thereof, for the purposes of the Contract, or interference, whether temporary or permanent with any right-of-way, any easement, way leave or right of a similar nature which is inevitable result of the construction of the Works in accordance with the Contract
- e. the right of the Purchaser to construct the Works or any part thereof on, over, under, in or through any land
- f. damage (other than that resulting from the Contractor's method of construction) which is the inevitable result of the construction of the Works in accordance with the Contract
- g. the act, neglect or commission or breach of Contract or of statutory duty of the Purchaser

GCC 34.3 Contractor's Risks

The Contractor's Risks are all risks other than those identified as the Purchaser's Risks

GCC 35 Care of Works

GCC 35.1 Contractor's Responsibility for the care of Works

The Contractor shall be responsible for the care of installation from the Commencement Date until the Risk Transfer Date applicable thereto under GCC 35.2.

GCC 35.2 Risk Transfer Date

The Risk Transfer Date in relation to the installation is the date of occurrence of any of the following:

- a. the date of issue of the TOC, or
- b. the date of expiry of the notice of termination when the Contract is terminated by the Purchaser or the Contractor in accordance with these Conditions

The risk of loss or damage to the installation shall pass from the Contractor to the Purchaser on the Risk Transfer date applicable thereto.

GCC 35.3 Making Good Damage

GCC 35.3.1 Before risk transfer date

- a. to the extent caused by any one of the Contractor's risks, be made good forthwith by the Contractor at his own cost, and
- b. to the extent caused by any of the Purchaser's risks, be made good by the Contractor at Purchaser's expense if so required by the Purchaser within 30 days after the occurrence of the loss or damage. The price for making good such loss and damage shall be in all circumstances reasonable and shall be agreed by the Purchaser and the Contractor or in absence of agreement, shall be resolved under GCC 6.

Till such time the system is not commissioned and taken over by WBPDCCL, its custody and watch and ward shall remain with the Contractor who shall accordingly be required to maintain a skeleton establishment at Site. In such situation, charges towards insurance cover for supplied Equipment /Material for the period that would lapse between three (3) months after the readiness for Commissioning and the actual date of Commissioning/ taking over, shall be reimbursed to the Contractor, based on his request, against documentary evidence

GCC 36 Damage to property and injury to persons, accident or injury to workers

GCC 36.1 Contractor's liability

Except as provided under GCC 39 the Contractor shall be liable for and shall indemnify the Purchaser against all losses, expenses and claims in respect of any loss of or damage to physical property (other than installation), death or personal injury to the extent caused by

- a. defective design, material or workmanship of the Contractor, or
- b. negligence or breach of statutory duty of the Contractor, his Sub-contractors or their respective employees and agents

GCC 36.2 Accidents

The Contractor shall be liable for and shall indemnify the Purchaser against all losses, expenses or claim arising in connection with the death of or injury to any person employed by the contractor for the purposes of the entire installation

GCC 37 Insurance

GCC 37.1 The Contractor at his own cost shall arrange, secure and maintain all insurances as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Purchaser against all perils detailed herein in the type and up to the limit of such insurance as defined herein with the underwriter in each case acceptable to the Purchaser. The identity of insurers and the form of policies shall be subject to the approval of Purchaser which shall not be unreasonably withheld. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all times during the period of Contract including the extended period of Contract shall be of Contractor alone.

The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the names of the Purchaser, lender and the Contractor, wherein the beneficiary will be the Purchaser and the lender, and the Contractor will be the custodian. The Contractor shall, however, be authorised to deal directly with the Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers.

GCC 37.2 The proceeds of insurance shall be reimbursed to the Contractor after the replacement of the damaged/ lost/ short supplied items/ work are made good to the satisfaction of the Purchaser.

GCC 37.3 Any loss or damage to the Equipment/ Materials during transportation, handling, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the Equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the Equipment/ Materials, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Purchaser with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Purchaser immediately after such insurance coverage. The Contractor shall also inform the Purchaser in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revitalization, renewal etc. as may be necessary well in time at his cost, risk and responsibility.

GCC 37.4 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks), workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, terrorist attacks, war risks etc. The scope of such insurance shall be adequate to cover the replacement/ reinstatement cost of the Equipment/Materials for all risks up to and including delivery of goods on ex-works basis and shall also cover transportation and other costs till the Equipment/ Materials are delivered, erected and installed. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/ rectification value of all Equipment/Materials and to ensure their availability as per project requirements at its cost.

GCC 37.5 The Contractor shall ensure that for all activities to be performed under the Contract viz. transportation, storage, erection, testing, commissioning etc. till the Works are handed over to the Purchaser; the insurance cover shall only be taken from Indian Insurance Companies.

GCC 38 **Change in laws and regulations**

If, after the date seven (7) days prior to the last date of bid submission, in the country where the Site is located, any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between the Purchaser and the Contractor and shall also not be applicable on the bought out items despatched directly by Sub-contractor(s) to Site.

GCC 39 **Force Majeure**

GCC 39.1 Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays the Purchaser or the Contractor in the performance of their obligation under this Contract, but only if and to the extent that such events or

circumstances are not within the reasonable control, directly or indirectly, of the affected party and could not have been avoided if the affected party had taken reasonable care or complied with prudent utility practices.

- a. act of God, including, but not limited to drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, war embargo, or
- b. any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo;
- c. any event or circumstance of a nature analogous to any of the above.

GCC 39.2 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not

- a. constitute a default or breach of the Contract
- b. Subject to GCC 40.2, give rise to any claim for damages or additional cost or expense occasioned thereby

if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure

GCC 39.3 The Contractor or Purchaser shall not be liable for delay in performing his obligations resulting from any force majeure cause as referred above

GCC 39.4 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fifteen (15) days after the occurrence of such event.

GCC 39.5 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented hindered or delayed. The Time for Completion shall be extended in accordance with GCC 42.

GCC 39.6 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract but without prejudice to either party's right to proceed as per the provisions under GCC 39.7

GCC 39.7 If the performance of the Contract is substantially prevented, hindered or delayed on account of one or more events of Force Majeure during the currency of the Contract; the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCC 6.

GCC 40 War risks

GCC 40.1 War risks shall mean any of the following events occurring or existing in or near India:

- a. war, hostilities or warlike operations (whether a state of war is declared or not), invasion, act of foreign enemy and civil war
- b. rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts, and
- c. any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war

GCC 40.2 Notwithstanding anything contained in the Contract, each party to the Contract shall bear its own costs for any loss or damages as may be incurred on accounts of war risks with respect to:

- a. destruction of or damage to installation or any part thereof to the extent not taken over by the Purchaser shall be the Contractor's risk and for those taken over by the Purchaser, it shall be the Purchaser's risk.
- b. injury or loss of life of its personnel

H: Change in Contract elements

GCC 41 Variations

GCC 41.1 Changes originating from Purchaser

The Purchaser may, by variation order to the Contractor, at any time before the works are taken over, instruct the Contractor to alter, amend, omit, add to or otherwise vary any part of the Works. The Contractor shall not vary or alter any of the Scope of work, except in accordance with a variation order from the Purchaser. The Contractor may, however, at any time propose variations of the Scope of work to the Purchaser.

GCC 41.2 Variation order procedure

Prior to any variation order under GCC 41.1, the Purchaser shall notify the Contractor of the nature and form of such variation. As soon as possible after having received such notice, the Contractor shall submit to the Purchaser:

- a. A description of Scope of work, if any, to be performed, its anticipated quantity, the proposed rate in case of a new item and total adjustment to the Contract Price. In case of items for which the rates are available in the Contract the extra quantities shall be executed by the Contractor at the same rates up to the variation limit provided in the Contract.
- b. The Contractor's proposals for any necessary modifications to the Program according to GCC 20 or to any of the Contractor's obligations under the Contract,

GCC 41.3 Following the receipt of the Contractor's submission, the Purchaser shall, after due consultation with the Contractor, decide whether or not the variation shall be carried out.

- GCC 41.3.1 If the Purchaser decides that the variation shall be carried out, he shall issue a variation order clearly identified as such in accordance with the Contractor's submission or as modified by mutual agreement.
- GCC 41.3.2 Pending issue of variation order, the Purchaser may require the Contractor to proceed ahead with the Works to avoid delay in the progress of Works. In such situations, subject to physical verification, payment shall be made up to sixty percent (60%) of rates as provided in the Contract, for items for which separate rates are available beyond prescribed limit of quantity variation as per the Contract.
- GCC 41.3.3 In case of new items/ substituted items, up to forty (40%) of amount estimated by the Purchaser shall be paid to the Contractor subject to reasonableness of the claim. If the Purchaser and the Contractor are unable to agree to the adjustment of the Contract Price, the provisions of GCC.41.4 shall apply.
- GCC 41.4 Disagreement on adjustment of the Contract Price
- GCC 41.4.1 If the Contractor and the Purchaser are unable to agree on the adjustment of the Contract Price, the adjustment shall be determined in accordance with the rates specified in the Price Schedules, subject to ceiling in Contract Price variation as specified in SCC.
- GCC 41.4.2 If the rates contained in the Price Bid are not directly applicable to the specific work in question, suitable rates shall be established by the Purchaser reflecting the level of pricing in the Price Bid.
- GCC 41.4.3 Contractor to Proceed
- On receipt of a Variation Order, the Contractor shall forthwith proceed to carry out the variation and be bound to these conditions in doing so as if such variation was stated in the Contract. The Project shall not be delayed pending the granting of an extension of the Time for Completion or an adjustment to the Contract Price under GCC 41.4.
- GCC 41.5 Record of costs
- In any case where the Contractor is instructed to proceed with a variation prior to the determination of the adjustment to the Contract Price, keeping in mind that the adjustment of Contract Price due to this variation shall be guided by GCC 41.4, the Contractor shall keep the necessary records of the cost of undertaking the variation and of time expended thereon. Such records shall be open to inspection / verification by the Purchaser at all reasonable times.
- GCC 42 Extension of Time for Completion**
- GCC 42.1 Delivery and installation of Equipment/Materials as per requirement of work Program shall be made by the Contractor in accordance with Time Schedule pursuant to the SCC or within such extended time to which the Contractor shall be entitled under GCC 42.2

GCC 42.2 **Reasons for Extension of Time for Completion**

The Contractor may seek an extension of the Time for Completion if he is or will be delayed in completing the Scope of work by any of the following reasons:

- a. extra or additional work ordered in writing under GCC 41
- b. the delay in completion of Scope of work caused for no fault on the part of the Contractor due to orders/instructions issued by the Purchaser .Force Majeure as per GCC 39
- c. any default or breach of the Contract by the Purchaser, specifically including failure to supply the items listed in the Contract Agreement, or any activity, act or omission of any other Contractors employed by the Purchaser
- d. any changes in laws and regulations as provided in GCC 38.
- e. any other matter specifically mentioned in the Contract

GCC 42.3 The Contractor shall give notice to the Purchaser of his intention to make a claim for an extension of time within fifteen (15) days of the occurrence of any of the above cause(s). The notice shall be followed as soon as possible by the claim with full supporting details.

GCC 42.4 The Contractor shall demonstrate to the Purchaser's satisfaction that it has used its best endeavour to avoid or overcome such causes for delay and the parties will mutually agree upon remedies to mitigate or overcome causes for such delays.

GCC 42.5 Notwithstanding the provisions of the clause GCC 42.4, the Contractor shall not be entitled to an extension of time for completion, unless the Contractor, at the time when such circumstances specified in GCC 42.2 arises, has immediately notified the Purchaser in writing that it may claim such extension as caused by such circumstances. The Purchaser on receipt of such notice may agree to extend the Contract completion period as may be reasonable and mutually agreed but without prejudice to other terms and conditions of the Contract.

GCC 42.6 **Earlier Completions**

The Purchaser may require completion of the Scope of work or part thereof earlier than the Time for Completion, as mutually agreed between the Purchaser and the Contractor. The earlier completion date so agreed, if not achieved, shall not be considered for the purpose of levy of Liquidated damages.

GCC 43 **Termination**

GCC.43.1 **Termination for Purchaser's Convenience**

GCC 43.1.1 The Purchaser may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to the sub-clause GCC 43.1

GCC 43.1.2 Upon receipt of the notice of termination under GCC 43.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination

- a. Cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the

works already completed, or any work required to leave the Site in a clean and safe condition

- b. Terminate all subcontracts, except those to be assigned to the Purchaser.
- c. Remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Sub-contractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition
- d. In addition, the Contractor, subject to the payment specified in GCC 43.1.3, shall
 - i. Deliver to the Purchaser the parts of the Scope of work executed by the Contractor up to the date of termination
 - ii. To the extent legally possible, assign to the Purchaser all right, title and benefit of the Contractor to the Scope of work as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Contractor and its Sub-contractors
 - iii. Deliver to the Purchaser all non-proprietary drawings, Specifications and other documents prepared by the Contractor or its Sub-contractors as at the date of termination in connection with the Scope of work

GCC 43.1.3 In the event of termination of the Contract under GCC 43.1.1, the Purchaser shall pay to the Contractor the following amounts:

- a. The Contract Price, properly attributable to the parts of the Scope of work executed by the Contractor as of the date of termination.
- b. The costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Sub-contractors' personnel.
- c. Any amounts to be paid by the Contractor to its Sub-contractors in connection with the termination of any sub-contracts, including any cancellation charges.
- d. Costs incurred by the Contractor in protecting the Scope of work and leaving the Site in a clean and safe condition, the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above

GCC 43.2 Termination for Contractor's default

GCC 43.2.1 The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons thereof to the Contractor, referring to this GCC 43:

- a. If the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt.
- b. If the Contractor assigns or transfers the Contract or any right or interest therein in violation of GCC 44
- c. If the Contractor, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

GCC 43.2.2 If the Contractor:

- a. has abandoned or repudiated the Contract
- b. has without valid reason failed to commence Scope of work promptly
- c. persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- d. refuses or is unable to provide sufficient materials, services or labour to execute and complete the Scope of work in the manner specified in the Program furnished under GCC 20 (at rates of progress that give reasonable assurance to the Purchaser that the Contractor can attain Completion of the Works by the Time for Completion as extended.

Then the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fifteen (15) days of its receipt of such notice, then the Purchaser may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this clause GCC 43.2

GCC 43.2.3 Upon receipt of the notice of termination under GCC 43.1 or GCC 43.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination by the Purchaser:

- a. cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the Installation already executed, or any work required to leave the Site in a clean and safe condition
- b. terminate all subcontracts, except those to be assigned to the Purchaser pursuant to paragraph (d) of GCC 43.2.3
- c. deliver to the Purchaser the parts of the Installation executed by the Contractor up to the date of termination
- d. to the extent legally possible, assign to the Purchaser all right, title and benefit of the Contractor to the works and to the Equipment/Materials as at the date of termination, and, as may be required by the Purchaser, in any subcontracts concluded between the Contractor and its Sub-contractors
- e. deliver to the Purchaser all drawings, Specifications and other documents prepared by the Contractor or its Sub-contractors as at the date of termination in connection with the works.

GCC 43.2.4 The Purchaser may enter upon the Site, expel the Contractor, and complete the Scope of work itself or by employing any third party. The Purchaser may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Purchaser and with an indemnification by the Purchaser for all liability including damage or injury to persons arising out of the Purchaser's use of such Equipment/ Materials, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Scope of work for such reasonable period as the Purchaser considers expedient for the supply and installation of the Scope of work.

GCC 43.2.5 Upon completion of the Scope of work or at such earlier date as the Purchaser thinks appropriate, the Purchaser shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

GCC 43.2.6 Subject to GCC 43.2.7 the Contractor shall be entitled to be paid the Contract Price attributable to the Scope of work executed as at the date of termination, the value of any unused or partially used Equipment/Materials on the Site, and the costs, if any, incurred in protecting the Installation and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC 43.2.3. Any sums due to the Purchaser from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

GCC 43.2.7 If the Purchaser completes the Works, the cost of completing the Installation by the Purchaser shall be determined.

If the sum that the Contractor is entitled to be paid pursuant to GCC 43.2.6, plus the reasonable costs incurred by the Purchaser in completing the Scope of work, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due to the Contractor under GCC 43.2.6, the Contractor shall pay the balance to the Purchaser, and if such excess is less than the sums due to the Contractor under GCC 43.2.6, the Purchaser shall pay the balance to the Contractor.

The Purchaser and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

GCC 43.2.8 No account shall be taken of any increased cost which results from the Contractor's default or negligence.

GCC 43.3 In this clause GCC 43, the expression "Scope of work executed" shall include all work executed, Installation Services provided, any and Equipment/ Material acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Scope of work, up to and including the date of termination.

GCC 43.4 In this clause GCC 43, in calculating any money due from the Purchaser to the Contractor, account shall be taken of any sum previously paid by the Purchaser to the Contractor under the Contract, including any advance payment paid pursuant to Appendix 1 to the Contract Agreement.

GCC 44 Risk Purchase

The time of delivery stipulated in the letter of Award shall be deemed to be the essence of the contract and if the contractor fails to deliver any consignment within the period prescribed in the set LOA/Contract, the Purchaser shall be entitled to purchase such consignment or if not available, the best and nearest available substitute elsewhere on the account and at the risk of the contractor or to cancel the contract and the Contractor shall be liable to compensate for any loss or damage which the Purchaser may sustain by reason of such failure on the part of the Contractor. The Purchaser at its discretion may not issue subsequent tender if earlier Letter of Award against earlier tender is not executed fully.

If there is failure to execute the contract fully, the Purchaser reserves the right to invoke the Bank Guarantee /forfeit Earnest Money deposit /Cash Security to the extent of loss so suffered by the Purchaser on Risk Purchase or otherwise, and may deduct the additional amount if any so incurred by the purchaser from other claims /bill lying with the Purchaser.

GCC 45 Assignment

The Contractor shall not, without the express prior written consent of the Purchaser assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under.

GCC 46 Merger, acquisition or divestitures of the Contractor

In case of Merger, acquisition or divestiture of the Contractor, the acquiring company shall be bound by the terms & conditions of this Contract for the total contract period, at no additional cost to the Purchaser. Additionally, the acquiring company shall continue to provide Facility Management Services and other related services during the time period as mentioned in the Contract.

SECTION 5: SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC), Section: 5, shall supplement/amend the General Conditions of Contract (GCC), Section: 4. Wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC.

SCC Item No	GCC Clause Ref, If any	Description
		A. Contract Interpretation
1	GCC 1.32	Project Manager: Designation : Address : Telephone : Fax: E-mail :
2	GCC 3.1	Name of Purchaser: WEST BENGAL POWER DEVELOPMENT CORPORATION Ltd. Address: [Indicate address of WBPDCCL]..... Name of Contractor: ..[Indicate Name of Contractor].. Address of Contractor: ..[Indicate address of Contractor]...
3	GCC 6.1.3	Adjudicator: [The Appointing Authority for Adjudicator shall be CMD, WBPDCCL or as may be agreed between both the parties]
4	GCC 6.2.4	The Arbitrators shall necessary be retired High Court Judges and the Umpire shall be a retired Chief Justice.
5	GCC 6.2.7	The arbitration proceedings shall be conducted in accordance with <i>Indian Arbitration and Conciliation Act 1996</i> . The Place for Arbitration shall be : <i>Kolkata, India</i>
6	GCC 10	For the execution of this Contract, the Purchaser shall provide the required space in the building/location of the

SCC Item No	GCC Clause Ref, If any	Description
		<p>Data Centre, Disaster Recovery Centre Site and Other Office location.</p> <p>The Purchaser can provide telephone connections and broadband internet connections on chargeable basis (i.e. bills to be paid in full by the Contractor).</p> <p>Upon request in advance, The Purchaser may provide accommodation facility at remote Sites on chargeable basis subject to availability.</p> <p>Any other office infrastructure & facilities (including LAN, printer, photocopier, fax machine, scanner, computers, servers, networking devices, laptops, peripherals, stationary, consumables, etc.) and logistic support (including local conveyance, secretarial assistance, administrative support etc.) required by the Contractor to successfully execute this Contract shall be arranged by the Contractor itself at its own cost.</p>
7	GCC 12	<p>The Contractor shall submit the bill in approved proforma (one original and three copies) in accordance with the Contract Agreement and agreed billing schedule to the Project Manager [WBPDCCL] enclosing necessary supporting documents within sixty (60) calendar days of having achieved the designated milestone activities as per the schedule specified in Annexure 8H.</p> <p>All the bills submitted by the Contractor must be in Indian Rupee only. The figure with two decimals shall be rounded-off to the nearest Rupee (i.e. less than 50 paise shall be omitted and 50 paise or more shall be reckoned as one Rupee) while calculating the amount to be billed.</p>
8	GCC 15	<p>Patent Rights & Royalties</p> <p>The copyright in all drawings, documents and other goods and materials containing data and information furnished to the Purchaser by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Purchaser directly or through the Contractor by any Third Party, including Contractors of materials, the copyright in such materials shall remain vested in such Third Party.</p> <p>The Purchaser shall, however, be free to reproduce all drawings, documents, and other material furnished to the</p>

SCC Item No	GCC Clause Ref, If any	Description
		<p>Purchaser for the purpose of the Contract including, if required, for operation and maintenance of ICT Infrastructure Solution.</p> <p>Further, the copyright of all reports and customized portion of software shall lie with the Purchaser.</p>
9	GCC 16	<p>Confidential Information</p> <p>No access to any person except the essential personnel belonging to the Contractor who are genuinely required for execution of the Project or for carrying out management/maintenance who have been explicitly authorized by the Purchaser shall be allowed entry to the Data Centre Sites and Purchaser's locations. The Contractor shall maintain a log of all activities carried out by each of its personnel.</p> <p>The Contractor and its personnel or any other person visiting the Purchaser's premises and offices shall comply with all safety and security procedures in force from time to time. All people visiting any Purchaser's premises shall be liable to security check including, but not limited to, frisking by security staff at the gate. No person shall carry any goods or materials to Purchaser's premises that are not permitted under security requirements.</p> <p>The Contractor and its personnel or any other person visiting the Purchaser's premises and offices shall comply with all confidential requirements about Purchasers business and its activities and shall also provide in writing a confidentiality undertaking in prescribed format required by the Purchaser.</p> <p>Non-solicitation of Staff</p> <p>For the purpose of this Contract, both parties to this Contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other Party to leave without the consent of the other during the term of this Contract Agreement and for an additional period of one hundred and eighty (180) calendar days after termination.</p>

SCC Item No	GCC Clause Ref, If any	Description
10	GCC 18	<p>Project Management Unit (PMU) will be formed by the Purchaser comprising senior officers of the Purchaser & consultants from TCS and any other person(s)/agency (ies) as proposed by the Purchaser's management. This PMU will co-ordinate with the Contractor and any other stakeholders deemed necessary during project implementation.</p> <p>The Purchaser shall appoint an experienced senior executive designated as the Project Manager [WBPDCCL] who shall carry out the functions and obligations of the Purchaser under the Contract.</p> <p>The Purchaser may from time to time appoint some other person as the Project Manager [WBPDCCL] in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Purchaser shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of Project. The Project Manager [WBPDCCL] shall represent and act for the Purchaser at all times during the currency of the Contract.</p> <p>Any decision, instruction or approval given by the Project Manager [WBPDCCL] to the Contractor shall have the same effect as though it had been given by the Purchaser.</p> <p>All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager [WBPDCCL], except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Purchaser under the Contract shall be given to the Project Manager [WBPDCCL], except as herein otherwise provided.</p>
11	GCC 19	<p>Within fifteen (15) calendar days of the commencement date, the Contractor shall appoint the Project Manager as named in the Bid. The Project Manager shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Project Manager [WBPDCCL] all the Contractor's notices, instructions, information and all other communications under the Contract.</p> <p>Any instruction or notice which the Purchaser gives to the Project Manager shall be deemed to have been given to the</p>

SCC Item No	GCC Clause Ref, If any	Description
		<p>Contractor.</p> <p>The Contractor shall not revoke the appointment of the Project Manager without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents thereto, the Contractor shall appoint some other person as the Project Manager.</p> <p>The Project Manager may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Project Manager, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Purchaser and the Project Manager [WBPDCCL]. Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this clause shall be deemed to be an act or exercise by the Project Manager.</p>
12	GCC 19	<p>Contractor's representative</p> <p>The Contractor on award of Project shall deploy qualified professionals as designated in the Scope of Work / Contract Agreement for executing this Project. If at any time in the opinion of the Project Manager [WBPDCCL], any additional, qualified, experienced professionals are considered necessary; they shall be deployed by the Contractor without any additional charge. The Contractor shall ensure competent and efficient supervision of the services to the satisfaction of the Project Manager [WBPDCCL].</p> <p>If any of the Contractor's employees, in the opinion of the Project Manager [WBPDCCL], is/are found to be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that, in the opinion of the Project Manager [WBPDCCL], undesirable for administrative or any other reasons, for such person(s) to be employed for providing designated services, then at the directions of the Project Manager</p>

SCC Item No	GCC Clause Ref, If any	Description
		<p>[WBPDCCL], the Contractor shall remove such person(s) from this Project. Vacancy so created shall be immediately filled at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person or removed from this Contract, he shall do so and shall bear all costs in connection therewith.</p> <p>The Contractor shall be solely responsible for the proper behaviour of his employees and staff employed by him/deputed by him for the project. The Contractor shall exercise proper degree of control over them and in particular without prejudice to the said generality the Contractor shall be bound to prohibit/prevent any of his employees (as stipulated above) from trespassing or acting in anyway detrimental or prejudicial to the interest of the community or the properties or occupiers of land or properties in the neighbourhood. In the event of such trespassing, the Contractor shall be responsible for all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Project Manager [WBPDCCL] upon any matter arising under this clause shall be final.</p> <p>If required by the Purchaser, all Contractor's personnel entering upon the Purchaser's premises shall be properly identified by badges of a type acceptable to the Purchaser which must be worn at all times on the Purchaser's premises.</p>
		E. Works Execution
13	GCC 20.3	The Contractor shall supply a progress report to the Project Manager every month
14	GCC 20.4	Time for Completion of the Works shall be attained within 5 months from the date of LoA to the successful bidder.
15	GCC 23	<p>The successful Bidder shall mobilize adequate resources for inception of the Project within fifteen (15) calendar days of issue of LoA by the Purchaser. Request for revision of timeline after Bids are opened will not be considered.</p> <p>If the successful Bidder fails to start the Project within the time period mentioned in RFP, his Bid Security will be forfeited and the Purchaser will have right to cancel the LoA and negotiate with the Bidder having second lowest</p>

SCC Item No	GCC Clause Ref, If any	Description
		bid for placing the fresh LoA or invite fresh Bids.
16	GCC 23.4	<p>Site Regulations and safety</p> <p>General</p> <p>Contractor shall adhere to safe working practice and guard against hazardous and unsafe working conditions and shall comply with Purchaser’s safety rule as set forth herein.</p> <p>Safety Regulations</p> <p>In respect of all employees, directly or indirectly employed in the Project for the performance of Contract Agreements, the Contractor shall at his own expense arrange for all the safety provisions as defined in regulations, rules, acts or orders applicable in India / West Bengal. The Contractor shall observe and abide by all fire and safety regulations of the Purchaser. Before starting the Project, Contractor shall consult Purchaser’s Safety Engineer or Project Manager [WBPDCCL] and must make good to the satisfaction of the Purchaser any loss or damage due to fire to any portion of the work done under this Contact or to any of the Purchaser’s existing property.</p> <p>First Aid Facilities: Contractor shall maintain first aid facilities for his employees and those of his Sub-contractor(s).</p> <p>Prohibition on smoking: Smoking within all office and work premises is strictly prohibited. Violators of the “No smoking” rules as applicable in India shall be discharged immediately.</p> <p>General Safety</p> <p>All necessary personal safety equipment as considered adequate by the Project Manager [WBPDCCL] should be kept available for the use of the persons employed at the Site and maintained in condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by persons as relevant for the Project at Site/office.</p> <p>Safety provisions should be brought to the notice of all</p>

SCC Item No	GCC Clause Ref, If any	Description
		<p>concerned by displaying on a notice board at a prominent place at the Sites. The person responsible for compliance of the safety code shall be named therein by the Contractor.</p> <p>To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Project Manager [WBPDCCL] or any other person nominated by the Purchaser.</p> <p>Notwithstanding the above clauses, there is nothing in these to exempt the Contractor from the operations of any other acts or rules in force in India. The scope of work throughout, including any temporary scope of work, shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpaths at the Site or in vicinity thereto or any existing installation whether the property of the Purchaser or of a Third Party.</p> <p>Fire Safety</p> <p>The Contractor will have to use Fire Extinguishers at Sites as recommended by the Project Manager [WBPDCCL]. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable material and electronic equipment etc. as advised by the Project Manager [WBPDCCL].</p>
17	GCC 24	<p>Inspection & Testing</p> <p>Unless otherwise specified, inspection of all goods and services will be carried out at the Purchaser's premises by the Contractor and the Purchaser. The Contractor will then submit inspection reports to the Purchaser. The Purchaser's decision regarding acceptance or rejection of goods shall be final.</p> <p>The Purchaser may reject any goods or services or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Contractor shall either rectify or replace such rejected goods / services or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser,</p>

SCC Item No	GCC Clause Ref, If any	Description
		upon giving a notice.
		F. Guarantees and Liabilities
18	GCC 31.12	Comprehensive maintenance support including spares for component of the Works for 5 years from the date of receipt of ICC for Category A items mentioned in Annexure 8B.
19	GCC 36	<p>Damage to Property or to any Person or any Third Party</p> <p>Contractor shall be deemed to have taken into account that he has to work in operating plant and shall take sufficient care in moving the goods and resources from one place to another so that they do not cause any damage to any person or to the property of the Purchaser or to a Third Party including overhead and underground cables and pipelines. In the event of such damages including eventual interruption of services in any plant or establishment, as estimated by the Purchaser or ascertained cost thereof, by the Third Party, shall be borne by the Contractor.</p> <p>Contractor shall also be responsible for making good to the satisfaction of the Purchaser any loss or damage to all structures and properties belonging to the Purchaser or being executed or procured or being procured by the Purchaser or by other agency within the premises of all the Sites of the Purchaser, if such loss or damages is due to fault and or negligence or wilful acts or omission of the Contractors, his employees, agents or, representatives</p> <p>The Contractor shall indemnify and keep the Purchaser harmless of all claims and damages to property other than Purchaser's property arising under or by reason of this Contract if such claims result from the fault and/or negligence or wilful acts or omission of the Contractor, his Sub-contractor(s), agents or representatives.</p>
		H. Change in Contract Elements
20	GCC 41. 1	For quantity variation up to the limits specified below, there shall be no change in the unit rates quoted in the Contract.

SCC Item No	GCC Clause Ref, If any	Description
		<p>+/- 25% of Total Ordered Quantity;</p> <p>If any activity / item mentioned in the Price Bid is not being completed / supplied by the Contractor or is dropped by the Purchaser from the original Scope of Work subsequent to award of Contract, the cost of that activity/item will be deducted from the group total and the payment will be adjusted and made accordingly.</p>

SECTION6: SCOPE OF WORK

SOW 1 Introduction

West Bengal Power Development Corporation Limited (WBPDCCL) intends to implement the SAP based Enterprise Business Solution across the organization. For this, it intends to procure, install and implement ICT infrastructure required for this ERP implementation.

WBPDCCL will be housing the infrastructure in the Data Centre and Disaster Recovery Centre. The Primary Data Centre and Disaster Recovery Centre will be located at Kolkata and Sagardighi , West Bengal respectively.

SOW 2 The broad scope of work

It will include the following:

- a) Supply and Installation
 - Supply and installation of all IT infrastructure components like servers, storage, routers, switches, network security equipment, system software for the implementation of the SAP solution at DC and DRC
 - Supply and installation of all physical infrastructure components like UPS, and Power Cabling / LAN cabling for the implementation of the SAP solution at DC and DRC.
 - Delivery of items/equipments including delivery, unloading and shifting of items/equipments to designated DC and DRC at and within respective locations /Plants.
 - Installation of Clustering Solution for all the SAP Instances in the Landscape at DC and DRC

- Supply, Installation and configuration of backup up solution along with seamless integration with SAP applications as per solution architecture guideline dictated by the purchaser at DC and DRC.
 - Supply, installation and configuration of helpdesk and incident management tool at DC.
 - Onsite supply, delivery and installation of desktops, network and LAN equipment, peripherals and accessories as per specifications and quantum provided to all the remote location offices.
 - Necessary standard structured cabling and Power Cabling of DC & DRC locations to making it suitable for installation of equipment. The successful Bidder needs to propose layout of equipment including UPS, switches, routers etc. after visiting the remote locations, if necessary. During such survey, the Bidder also needs to assess the cable (Power and Data) requirement, passive components including UTP patch panel, F/O (multi-mode / single mode) patch panel, I/O outlet with keystone, UTP/FO (multi-mode / single mode) patch cord etc. required at sites.
 - Bidder has to supply suitable AC Distribution Board (ACDB) , Isolators, MCCBs required for UPS and power distribution for DC & DRC devices supplied by Bidder.
 - Scope of Power Cabling ;
 - Input cabling from AC source provided by WBPDCCL for DC & DRC to the UPS to be installed at designated room.
 - Output cabling from UPS to the AC Distribution Board (ACDB) (to be supplied by Bidder) at DC & DRC.
 - Necessary cabling to provide power to DC & DRC devices supplied by Bidder.
 - Proper Earthing facility will be arranged at all the Remote location Offices by WBPDCCL. However cabling/connectivity for earthing to be done by Bidder.
- b) Making the Data Centre (DC) and Disaster Recovery Centre (DRC) available to WBPDCCL for carrying out the live Operations.
- Bidder will be responsible for the completion of the supply, installation and commissioning of the required components at all locations (Data Centre, Disaster Recovery Centre and Remote Locations) as per Tender Specification.
 - During implementation phase (till receiving go-live certificate), necessary changes in the configuration in server, OS, network and storage has to be performed as per suggestion from the Application Administration team of purchaser towards successful implementation of the applications. It is also mandatory that, Bidder will ensure uninterrupted support till go-live regarding

the above mentioned activities as and when required by the ERP Implementation Agency.

- Bidder will ensure configuration of DC-DR replication through host independent storage to storage replication mechanism and the continuous monitoring of it to meet required level of RPO and RTO of less than or equal to 30 minutes and 8 hours respectively. Bidder may propose required network bandwidth for DC-DR replication to the purchaser. Purchaser would ensure the availability of the replication link to meet the requirement.
 - All applications hosted in the DC / DRC will be under the management of ERP Implementation Agency. However the Bidder will monitor all the applications.
 - Any kind of application performance issue arising out of the bottleneck in the infrastructure components has to be owned and resolved by the Bidder. To ensure smooth operation and diagnosis, Bidder has to provide system generated performance reports using proper tools on regular basis.
- c) Acceptance testing shall be carried out before the commencement of Live Operations. The following would be tested:
- Successful installation of all IT Equipment including servers, storage, switches, routers, network security devices ,backup solution, DC to DR Replication etc.
 - Successful implementation of Clustering Solution for all the SAP Instances in the Landscape with failover and fall back.
 - Successful implementation, configuration and integration of Backup Solution for all the SAP Instances in the Landscape with demonstration of online, offline and logs backup
 - Successful demonstration of connectivity and operation from remote locations.
 - The successful Bidder has to provide detail list of all documentation generated during design, installation and commissioning phase and made available the same to WBPDCCL and consultant. Document List should be as per SOW7.
 - Submission of required documentations (design document, configuration document, Regular DR drill execution plan, test plans and test results wherever applicable e.g. cluster testing, DC-DR replication testing, back up – restoration testing)
- d) Training of WBPDCCL personnel.

SOW 3 Facility management Services:

This activity covers:

- 16x7x365 comprehensive operational maintenance support at the DC for a period of five years after successful commissioning and acceptance. The FMS will have to be available from 06:00Hrs to 22.00 Hrs each day for DC in two 8 hrs shifts.

- WBPDCCL will own the DC operations during the night time (10:00 PM to 8:00 AM) on regular basis. However, for planned and emergency maintenance of ERP infrastructure during night time, bidder will be liable to provide on-site support for 30 hours on quarterly basis as per request from WBPDCCL. WBPDCCL will inform such requirement to the bidder in advance and if the total on-site support hours during night time goes beyond 30 hours, bidder may ask for additional charges to WBPDCCL as per man hour rate specified in the price schedule (Annexure -8B).
- WBPDCCL will own the physical maintenance of DRC fully on regular basis. However, for planned and emergency requirement, bidder will be liable to provide on-site support for 30 hours on quarterly basis as per request from WBPDCCL. WBPDCCL will inform such requirement to the bidder in advance and if the total on-site support hours go beyond 30 hours quarterly, bidder may ask for additional charges to WBPDCCL as per man hour rate specified in the price schedule (Annexure-8B). The maintenance support for remote sites (Plants) will be primarily managed by WBPDCCL in the same way as specified in case of DR site. However, quarterly on-site 30 hrs. support for DRC will be utilized for any issue on bidder-supplied equipments at other sites.

Note: During onsite support at DR (within or beyond 30 hours quarterly), the accommodation will be arranged by the purchaser. However, the food and lodging cost has to be borne by the bidder. The man hour rate for additional support requirement at DC and DR may be estimated accordingly.

- Though the DR site will be physically managed by WBPDCCL, it will be responsibility of the bidder to monitor and manage the DR infrastructure remotely from DC. This essentially means that, the 365X16X7 support manned by the bidder at DC will be responsible for remote monitoring & management of DR infrastructure as well. If physical intervention at DR site is required for any support service, WBPDCCL designated DR monitoring team will assist the bidder regarding the same.
- It is also to be noted that, though the manned support at DC will be 365X16X7, bidder needs to maintain all auto generated system related logs beyond the support hours.
- The FMS Support to be delivered includes
 - Regular monitoring and preventive maintenance of all IT infrastructure items.
 - Regular maintenance and update of inventory consisting of all supplied items.
 - SLA based resolution for all hardware, software and network related issues
 - Regular update of Firmware, Patches, Security Updates and Antivirus to all related IT equipment, Operating System and application.
 - Periodic System performance tuning based on the SAP performance parameter at Operating System / Network level, if required.

- Regular monitoring and necessary troubleshooting of DC-DR replication, whenever required
- Assurance on regular backup completion as per backup policy provided by the ERP Implementation Agency.
- Planned periodic (Once in a quarter) testing of cluster failover and restoration during the approved maintenance downtime window by the purchaser. Application administration team of purchaser will provide necessary technical assistance for conducting the operation.
- Maintenance of UPS once in a month (minimum) at DC and once in three months (minimum) at DR.
- Planned periodic DR drill (once in a quarter) in consultation with purchaser and application administrator.
- System performance monitoring for all applications and databases
- Monitoring and liaison with Network Bandwidth Service provider for bandwidth for all the Remote locations.
- Implementation of password policies for total IT infrastructure including server, storage, switch, network security devices and operating systems etc. (excluding application and database). The updated details of the credentials has to be shared with purchaser's authorised person on regular basis to ensure uninterrupted administrative tasks in absence of or sudden discontinuation of services imparted by some deputed resources of the Bidder.
- Preparation and submission of live Standard Operating Procedures (SOP) and necessary check lists for all maintenance activities.
- Availability of periodic reports as a part of FMS scope as per prescribed format and schedule mentioned in the "Comprehensive Maintenance" section using appropriate tools / software.
- The successful Bidder has to arrange for inventory of spares

SOW 4 Time for Completion of project

The time schedule for the implementation of the SAP ERP solution at the DC, DRC & remote locations is entirely dependent on the completion of this ICT Infrastructure project. Hence, any delay in any component of the entire work schedule will have extreme adverse effect on the subsequent ERP implementation planned in the same location.

The implementation of this project is proposed in the following Phases:

Phase I: Commissioning of DC

- Installation and configuration of storage fabric (SAN storage and SAN switches with proper zoning and virtual volume creation as prescribed by the purchaser).
- Installation and configuration of server fabric.
- Installation and configuration of virtual environment (Network service, processors and storage as prescribed by purchaser).
- Preparation of File Systems, mount points, storage allocation, IP allocation etc. to make the systems ready for application installation. Necessary requirements and inputs will be provided by WBPDCCL before commissioning starts.

Phase II: Commissioning of DRC

- Same as above
- Implementation of replication services between DC and DR

Phase III: Commissioning of DesktopPCs, MFDs, Kiosks and NW equipment including peripherals for all the remote Plant locations of WBPDCCL

Phase IV: Receipt of Installation and Commissioning Certificate

Phase V: Receipt of FAT (go-live)

On completion of phase 4, there will be 5 years of comprehensive maintenance and support phase. During this phase, the contractor needs to supply spares and provide support and services for all the equipment supplied by them under this project. The contractor will also provide requisite manpower for round the clock support activities at DC and DRC.

Phase I should be completed within four calendar months (90 Days) from the date of issue of LOA.

Phase II should be completed within five calendar months (120 Days) from the date of issue of LOA.

Phase III should be completed within six calendar months (135 Days) from the date of issue of LOA.

Phase IV should be completed within 15 days from the completion of Phase III.

Phase V should be completed maximum within one month from the ERP application go-live

The Bidder in his objective to complete the project within the given timelines can commence all the three phases simultaneously.

The list of field locations of WBPDCCL to be covered under Phase III is provided in Annexure 8N.

SOW 5 Installation and Commissioning Certificate (ICC) for DC & DRC equipment

Upon 100% completion of supply, installation, configuration of all IT infrastructure items including servers, storage, network and security devices etc. at DC, DRC and subsequent verification of the same by the purchaser or its third party nominating agency or authorized personnel , an “**Installation and Commissioning Certificate**” (ICC) shall be issued to the Bidder by WBPDCCL.

Pre-requisites for requesting ICC

1. Successful installation and implementation of all IT Components at the Data Centre, Disaster Recovery Centre and remote locations including Storage to Storage Replication between DC and DRC.
2. Submission of all the details of IT & Non-IT equipment, software manuals. Brochures, Operational documents, Data Sheets, CD / DVD media for all the supplied components.
3. Submission of all necessary / mandatory Compliance / Benchmark certificates of all relevant Hardware / Software supplied for this project before the final acceptance test
4. Specification of detail IP Scheme with relevant documents.
5. Configuration and testing of OS clusters prepared for production instances.
6. Configuration and testing of SAN storage replication between DC and DRC.
7. Submission of Design, Installation, Configuration and Integration documents for the IT and non – IT components as specified in Annexure 8Z.
8. The training requirements as mentioned should be completed before the final acceptance test
9. For all server and storage equipment, OEM’s validation on the installation is mandatory. An installation report signed by representatives from SI, Purchaser and OEM has to be prepared and submitted.

Note: On receipt of this ICC, “Facility Management Services” (FMS) will be started by WBPDCCL for the greater interest of the progress of the project.

SOW 6 Final Acceptance Test (FAT)

The issue date of FAT certificate shall be deemed as the date of successful completion of the implementation of the Project (Go-live).

Prerequisite for Carrying out FAT activity

1. Configuration of offered Clustering Solution and Integration with all SAP production instances including ECC, BI, PI, Portal etc. with Failover and Failback after discussion with Implementation Partner of ERP.
2. The Bidder needs to demonstrate the Backup Solution that has been implemented at WBPDCCL including online, offline and logs backup of SAP Instances after discussion with ERP implementation Agency.

3. The Bidder will have to perform a planned 'DR Drill' in coordination with the purchaser and ERP implementation Agency.

Subsequent Actions

- ERP Implementation Agency will host various applications including the list given in this RFP. Bidder has to provide the required support in terms of hosting the application at WBPDCCL.
- Bidder would also be required to continuously monitor the applications in terms of availability and performance to ensure smooth functioning of the applications so that services can be offered to the end users
- Final Go-live (Project Completion Certificate) would be issued by WBPDCCL after successful FAT.

Any delay by the successful Bidder in the Final Acceptance Testing shall render the Bidder liable to the imposition of appropriate Penalties. In the event the successful Bidder is not able to complete the installation due to non-availability of bandwidth from the bandwidth service providers, the successful Bidder and Purchaser may mutually agree to redefine the Network so the Bidder can complete installation and conduct the Final Acceptance Test within the specified time.

SOW 7

Training

The selected Bidder shall conduct training after installation and commissioning is completed. Training should be provided for a batch of 15 people for 5 working days at the WBPDCCL premises; the detailed scope of the training program will be decided by WBPDCCL. All the training material should be provided by the Bidder. The training should include the following:

1. Overview of all IT components installed in the DC, DRC and at Plant sites.
2. Do's and Don'ts check list
3. Advanced System Administration training for Server, Storage, Virtualization, Networking, Security devices and Operating Systems installed at DC and DRC
4. Training on Cluster Failover and DC-DR replication

The training course shall be structured and supported by programmed illustrations, video, charts, etc. The training shall be imparted by experienced personnel only. The Bidder shall provide extensive lecture notes, hand-outs and other training documents.

SOW 8

Artefacts

An indicative list of documents that needs to be provided by the Bidder includes:

- 1 **Detailed Project Plan and Project Charter** : Project Plan in MS Project or equivalent tool giving out micro level activities with milestones & deadlines
- 2 **Training Material**: Training Material will be provided which will include the presentations used for trainings and also the required relevant documents for the topics being covered.

- 3 **Standard Operating Procedure (SOP):** The Bidder shall be responsible for preparing process documentation related to the operation and maintenance of each and every component of the Data Centre. The prepared process document shall be formally signed off by WBPDCCL before of issuance of ICC. The selected Bidder shall document all the installation and commissioning procedures and provide the same to the WBPDCCL within one week of the commissioning of Data Centre. The selected Bidder shall be responsible for documenting configuration of all devices and providing the same to WBPDCCL and Consultant and keeping back up of all configuration files, so as to enable quick recovery in case of failure of devices.
- 4 **Design, Installation, Configuration and Integration Document:** Document for configuring of servers, storage, switches, routers and security devices etc shall be provided by the selected Bidder.

SOW 9

Comprehensive Maintenance

The selected Bidder will provide 365x16x7 operation and maintenance services for a period of 5 years from the date of receipt of ICC. The scope of work during the operations phase is divided into following areas which are tabled below:

- System Administration, Maintenance & Management Services using appropriate tool
- Network Management Services using appropriate tool
- Storage Administration & Management Services
- Backup & Restore Services
- Help Desk Services
- Spare Management (breakdown maintenance)
- Patch and Release Management
- Firmware and Security updates
- Inventory management
- System performance monitoring with proper tool
- Report Generation

Apart from the above the successful Bidder also needs to perform the following:

- Coordination with SAP ERP Implementation Partner for successful operation of the Data Centre.

A. System Administration, Maintenance & Management Services

The objective of this service is to support and maintain all the Systems and Servers provided as a part of this RFP, and will include:

- a) Regular monitoring of all the applications hosted in WBPDCCL and their availability in co-ordination with ERP solution Provider.
- b) Operating System administration, including but not limited to management of users, processes, preventive maintenance and management of servers including updates, upgrades and patches to ensure that the system is properly updated.

Bidder should include the Cost for 5 years updates and patches for the components procured under this RFP.

- c) 365X16X7 physical management of the entire infrastructure at DC and DRC. Though the DR site will be physically managed by WBPDCCL, it will be responsibility of the bidder to monitor and manage the DR infrastructure remotely from DC. This essentially means that, the 365X16X7 manned support by the bidder at DC will be in charge of remote monitoring & management of DR infrastructure as well. If physical intervention at DR site is required for any support service, WBPDCCL designated DR monitoring team will assist the bidder regarding the same. It is to be noted that, though the manned support at DC will be 365X16X7, bidder needs to maintain all auto generated system related logs beyond the support hours.
- d) Installation and Re-installation of the server and other hardware in the event of system crash /failures /reconfiguration.
- e) Periodic System performance tuning based on the SAP performance and accordingly changes in the partition, if required.
- f) Ensure all critical system and services are running properly on the servers. Schedule and optimize these services.
- g) Regular analysis of events and logs generated in all the sub-systems including but not limited to servers, operating systems, security devices etc. to identify vulnerabilities. Necessary action shall be taken by the Bidder in accordance with the results of the log analysis. Suitable mechanism has to be maintained for ISMS and forensic logs or other governmental regulations time to time.
- h) Adoption of policies and procedure, compliances, guideline or international standard as defined by the Client.
- i) Provide integration and user support on all supported servers, data storage systems etc.
- j) Manage and monitor server configuration, performance and activity of all servers.
- k) Document containing configurations of all server, IT infrastructure etc.
- l) Hardening servers in line with security policies.
- m) Providing Servers availability report on a daily basis.
- n) Submission of FMS report on monthly basis as per format shared by the Purchaser. The format will be shared before FMS starts.

B. Network Management Services

The objective of this service is to ensure continuous operation and upkeep of the LAN & WAN infrastructure at the Data Centre including all active and passive components. The services to be provided for Network Management include:

- a) Ensuring that the network is available 365x24x7 as per the prescribed SLAs.
- b) Attending to and resolving network failures.

- c) Support and maintain the overall network infrastructure including but not limited to LAN passive components, routers, switches etc.
- d) Configuration and backup of network devices including documentation of all configurations.

Same as A (c) for network components.
- e) Provide information on performance of Ethernet segments, including capacity utilization and error statistics for the segment and the top-contributing hosts, WAN links and routers.
- f) Monitoring and liaison with NBSP for bandwidth for all the Remote locations.
- g) Providing network and bandwidth availability reports on a daily basis.

C. Storage Administration and Management Services

The Bidder shall be responsible for the management of the storage solution and shall provide the following services:

- a) Identify key resources in the Storage solution.
- b) Same as A (c) for the Management of storage environment to maintain performance at optimum levels.
- c) Identify the health of key resources in the Storage solution.
- d) Identify the zones being enforced in the Storage solution.
- e) Create/delete and enable/disable zones in the Storage solution.
- f) Identify the storage volumes in the Storage solution.
- g) Create/delete/modify storage volumes in the Storage solution.
- h) Management of the storage solution including, but not limited to, management of space, volume, RAID configuration, configuration and management of disk array, SAN fabric / switches, tape library etc.

D. Backup / Restore Services

- a) Backup of data as per the defined policies.
- b) Monitoring and enhancing the performance of scheduled backups, schedule regular testing of backups and ensuring adherence to related retention policies as defined by WBPDCI
- c) Prompt execution of on-demand backups of volumes and files whenever required or in case of upgrades and configuration changes to the system.

- d) Real-time monitoring, log maintenance and reporting of backup status on a regular basis.
- e) Media management tasks, including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets (onsite and offsite). Necessary infrastructure would be provided by WBPDCCL
- f) Providing support for file and volume restoration requests at the Data Centre.

- g) Performing Restoration activity, to ensure that the backups happening are proper subject to prior approval of WBPDCCL authorised person and under guidance of the SAP ERP Implementation Partner.
- h) Providing Backup reports on a daily basis.

E. Help Desk Services

The help desk service will serve as a single point of contact for all incidents, service requests and change requests. The service will provide a **Single Point of Contact (SPOC)** and also resolution of incidents. The scope of work includes:

- a) To supply and configure a call logging system (Web based Incident Management Tool) in line with the severity levels as mentioned in the SLA.
- b) Minimum number of Help desk agents to be deployed is five.
- c) 16 x7x365 Help Desk facility for reporting issues / problems with the IT infrastructure.
- d) To provide a service desk facility and set up all necessary channels for reporting issues to help desk. The incident reporting channels will be the following:
 - i. Web based Incident Management Tool
 - ii. Dedicated Phone Numbers
 - iii. E-mail
- e) The Help Desk shall undertake the following activities:
 - i. Log issues / complaints related to IT infrastructure at the Data Centre / Disaster Recovery Centre and all the remote locations under the scope of work and issue an ID number against the issue / complaint.
 - ii. Assign severity level to each issue / complaint.
 - iii. Track each issue / complaint to resolution
 - iv. Escalate the issues / complaints, to WBPDCCL if necessary as per the escalation matrix defined in discussion with WBPDCCL.
 - v. Provide feedback to the callers.
 - vi. Analyse the issue / complaint statistics
 - vii. Creation of knowledge base on frequently asked questions to aid the users of the IT infrastructure.
- f) Prepare Knowledge base for frequently reported problems.
- g) Preparing Dashboard (MIS Report for calls logged in Helpdesk) on Quarterly basis.
- h) Provisioning of requisite number of Help Desk software licenses for operating the Helpdesk facilities.
- i) The Helpdesk solution should have in built work flow for helpdesk automation.
- j) SMS Alert to concern WBPDCCL Officers and Implementation Partner of ERP for the following activities
 - Logging Calls
 - First Response
 - Resolution

SECTION 7: TECHNICAL SPECIFICATION

A. Overall Design Philosophy

- a) There will be two sites - Data Center (DC) and Disaster Recovery Center (DRC).
- b) DC will be located at the WBPDCCL corporate office in Kolkata (Bidyut Unnayan Bhaban, 3/C, Block-LA, Sector-III, Salt Lake City, Kolkata-700098).
- c) DRC will be located at Sagardighi, Murshidabad, West Bengal
- d) As per DC civil foot print is concerned, the entire solution has to be proposed using two and only two numbers of 42U racks.
- e) Rack mountable or blade servers can be used for the proposed solution meeting the technical specification requirements.
- f) At DR site, the Bidder has to propose the solution by using not more than two 42U rack space. DR site will consist of production instances only with 50% capacity of DC (in terms of CPU and memory).
- g) The DRC site should be capable of supporting the entire business process of WBPDCCL, in case of any outage/disaster at DC with a Recovery Point Objective (RPO) of 30 (thirty) minutes and Recovery Time Objective (RTO) of 8 (Eight) hours. Once the DC begins to function the entire services should shift back to DC with full synchronization.
- h) Asynchronous Storage based replication shall be done between the two storage boxes located at DC and DRC.
- i) Bidders shall clearly state the minimum RPO and RTO achievable from their solution. Bidders must submit their compliance/response wherever it has been clearly stated and as required as per the Technical Specification (TS).
- j) For different configurations related to network relevant IP addresses would be provided by WBPDCCL at the time of actual installation.
- k) Necessary power and cooling arrangements would be provided by WBPDCCL both at DC and DR.
- l) Gross overview of the overall solution architecture:
 - i. Few major applications along with their databases will reside on RISC/EPIC based platform with Unix based Operating System as mentioned in the technical specification of the servers.
 - ii. The rest of the applications will reside on x86_64 based platform with SAP Certified Linux based OS and/or MS Windows Operating System as mentioned in the technical specification of the servers.

- iii. Virtual Machines have to be created for all servers mentioned in point number (i) and (ii) above. For creating virtual environment bidders may use any suitable Unix based virtualization software for the inherent security feature and lower overhead.
- iv. For set of servers mentioned in point number (i), provision should be kept to mobilize computing resources (CPU, memory) dynamically among virtual machines created within one physical server.
- v. For set of servers mentioned in point number (ii), provision has to be there for Live Migration of virtual machines among physical servers. In addition, provision should be kept to mobilize computing resources (CPU, memory) dynamically among virtual machines created within one physical server.
- vi. All servers mentioned in point number (i) and (ii) need to be connected to SAN storage (SAN storage means the storage part along with redundant SAN switches)
- vii. OS cluster has to be configured as per requirement (mentioned in following tables)
- viii. Customized backup solution has to be configured for all related applications and databases. Backup would be taken in both disk and tape library. Bidder has to propose necessary backup software and server. Back up window for Production instances should not exceed 10 Hours for full online / off line backup.
- ix. Following (may not be limited to) Utility Servers will need to be installed and configured
 - Network Monitoring Server(NMS)
 - Performance Monitoring Server
 - Help desk cum Incident Management Server
- x. Apart from the servers (Virtual Machines) mentioned in the technical specification for running ERP applications, Bidder has to consider additional Virtual Machines with appropriate configuration, Operating system and suitable tools or software for Utility Servers mentioned in Point No. viii and ix.

B. Capacity Requirement

The servers, storage and allied equipment proposed to be procured for SAP implementation will be based on the following sizing recommendation. The sizing table is mentioned below for all the Servers at Primary Site (DC) and Disaster Recovery Site (DRC):

A) Minimum Requirement for Servers at Primary Site (DC) – RISC / EPIC

Hardware Platform	SAP Landscape Environment	SAP Application	SAPS requirement at 75% CPU Utilization	Calculated RAM [GB]	External (SAN) Disk [GB] – Database	RAID	Min. Int. Disk capacity [GB] for OS & SWAP in RAID 1	SAN Connectivity	Cluster	
Unix on RISC / EPIC	PROD	ERP DB	7500	64	2000	10	300	Yes	Yes	
		ERP CI	7500	64			300	Yes		
		PO DB	3000	24	500	5	300	Yes	Yes	
		PO CI	3000	24			300	Yes		
		EP DB	4000	32	200	5	300	Yes	Yes	
		EP CI	4000	32			300	Yes		
		BW DB	3800	40	2000	5	300	Yes	Yes	
		BW CI	3800	40			300	Yes		
		SRM DB	3100	32	500	5	300	Yes	Yes	
		SRM CI	3100	32			300	Yes		
		ERP AP1	2800	24	0	5	300	No	No	
		ERP AP3	2800	24	0	5	300	No	No	
		ERP AP2	2800	24	0	5	300	No	No	
		ERP AP4	2800	24	0	5	300	No	No	
		EP AP1	3000	24	0	5	300	No	No	
		EP AP2	3000	24	0	5	300	No	No	
		BW AP1	2800	32	0	5	300	No	No	
		BW AP2	2800	32	0	5	300	No	No	
		SRM AP1	2300	24	0	5	300	No	No	
		SRM AP2	2300	24	0	5	300	No	No	
				70200	640	5200				
	QA	ERP QA	3000	24	450	5	300	Yes	No	
		PO QA	2000	16	300	5	300	Yes	No	
EP QA		2000	16	100	5	300	Yes	No		

Hardware Platform	SAP Landscape Environment	SAP Application	SAPS requirement at 75% CPU Utilization	Calculated RAM [GB]	External (SAN) Disk [GB] – Database	RAID	Min. Int. Disk capacity [GB] for OS & SWAP in RAID 1	SAN Connectivity	Cluster	
		BW QA	2000	24	450	5	300	Yes	No	
		SRM QA	3000	24	300	5	300	Yes	No	
	DEV	ERP DEV	3000	24	450	5	300	Yes	No	
		PO DEV	2000	16	300	5	300	Yes	No	
		EP DEV	2000	16	100	5	300	Yes	No	
		BW DEV	3000	32	450	5	300	Yes	No	
		SRM DEV	3000	24	300	5	300	Yes	No	
				25000	216	3200				

B) Minimum Requirement for Servers at Primary Site (DC) – X86_64

Hardware Platform	SAP Landscape Environment	SAP Application	SAPS requirement at 75% CPU Utilization	Calculated RAM [GB]	External (SAN) Disk [GB] – Database	RAID	Min. Int. Disk capacity [GB] for OS & SWAP in RAID 1	SAN Connectivity	Cluster
Linux on x86_64	PROD	SOLMAN	3000	24	300	5	300	Yes	No
		Web-Disp 1	3000	24	300	5	300	Yes	No
		Web-Disp 2	3000	24	300	5	300	Yes	No
		TREX	2000	16	300	5	300	Yes	No
		E-Recruitment PROD	3000	24	200	5	300	Yes	No
		BIP PROD	4000	32	200	5	300	Yes	No

Hardware Platform	SAP Landscape Environment	SAP Application	SAPS requirement at 75% CPU Utilization	Calculated RAM [GB]	External (SAN) Disk [GB] – Database	RAID	Min. Int. Disk capacity [GB] for OS & SWAP in RAID 1	SAN Connectivity	Cluster
		Data Migration / Staging	3000	24	500	5	300	Yes	No
		DMS PROD	3000	24	1000	5	300	Yes	No
		BPC PROD	3000	24	200	5	300	Yes	No
		Addl. Srvr.	2000	16	300	5	300	Yes	No
			29000	232	3600				
Windows on x86_64	PROD	C-Folder PROD	3000	24	500	5	300	Yes	No
		xMII PROD	4000	32	200	5	300	Yes	No
		DisclosureMgmt PROD	4000	32	150	5	300	Yes	No
			11000	88	850				

C) Minimum Requirement for Servers at Disaster Recovery Site (DRC) – RISC/EPIC

DR SYSTEMS									
Hardware Platform	SAP Application	Instance	SAPS requirement at 75% CPU Utilization	RAM [GB]	External (SAN) Disk [GB] – Database	RAID	Min. Int. Disk capacity [GB] for OS & SWAP in RAID 1	SAN Connectivity	Cluster
UNIX	ERP	DB	9350	40	2000	10	300	Yes	Yes
		CI	9350	40			300	Yes	
	PO	DB	1200	16	500	5	300	Yes	Yes
		CI	1800	16			300	Yes	
	EP	DB	2000	24	200	5	300	Yes	Yes
		CI	3000	24			300	Yes	
	BW	DB	1880	32	2000	5	300	Yes	Yes
		CI	2820	32			300	Yes	
	SRM	DB	1540	24	500	5	300	Yes	Yes
		CI	2310	24			300	Yes	
			35250	272	5200				

D) Minimum Requirement for Servers at Disaster Recovery Site (DRC) – X86_64

Hardware Platform	SAP Application	SAPS requirement at 75% CPU Utilization	RAM [GB]	External (SAN) Disk [GB] – Database	RAID	Min. Int. Disk capacity [GB] for OS & SWAP in RAID 1	SAN Connectivity	Cluster
Linux on x86_64	SOLMAN	1500	16	300	5	300	Yes	No
	Web-Disp1	3000	24	300	5	300	Yes	No
	Web-Disp2	3000	24	300	5	300	Yes	No
	TREX	1000	8	300	5	300	Yes	No
	E-Recruitment PROD	1500	16	200	5	300	Yes	No
	BIP PROD	2000	16	200	5	300	Yes	No
	Data Migration/Staging	1500	16	500	5	300	Yes	No
	DMS PROD	1500	16	1000	5	300	Yes	No
	BPC PROD	1500	16	200	5	300	Yes	No
	Windows on x86_64	C-Folder PROD	1500	16	500	5	300	Yes
xMII PROD		2000	16	200	5	300	Yes	No
DisclosureMgmt PROD		2000	16	150	5	300	Yes	No
		22000	200	4150				

Note:

- Internal disks of all the servers to be mirrored and should accommodate for the swap space. Swap space shall be 3 times the memory.
- The Bidder shall provide all other H/W items that are not explicitly mentioned herein but are required to full-fill the intended specifications by the Bidder in the bid. The Specifications parameters are indicative and any item of higher rating will be accepted.
- All RISC/EPIC based system shall have the same RISC / EPIC processors.
- All x86_64 based system shall have the same type and class of 64-bit processors.
- I/O virtualization is allowed as mentioned in Technical Specification.
- Failure of any physical server should not result in loss of any IT service in the production environment.
- Supply and installation of suitable Racks and KVM Switch is included in the scope of Work.
- For the DEV and QA environment of applications on x86 platform, bidder does not need to quote and design server , storage infrastructure as the capacity will be provided from WBPDCCL's existing infrastructure. It is also to be noted that the above mentioned landscape will be solely managed by WBPDCCL. The capacity requirement has been shown below just for the completeness of the entire landscape comprising of Development, Quality and Production systems.

Hardware Platform	SAP Landscape Environment	SAP Application	SAPS requirement at 75% CPU Utilization	Calculated RAM [GB]	External (SAN) Disk [GB] – Database	RAID	Min. Int. Disk capacity [GB] for OS & SWAP in RAID 1	SAN Connectivity	Cluster
Linux on x86_64	DEV	E-Recruitment DEV	2000	16	100	5	300	Yes	No
		BIP DEV	3000	24	100	5	300	Yes	No
		DMS DEV	2000	16	100	5	300	Yes	No

Hardware Platform	SAP Landscape Environment	SAP Application	SAPS requirement at 75% CPU Utilization	Calculated RAM [GB]	External (SAN) Disk [GB] – Database	RAID	Min. Int. Disk capacity [GB] for OS & SWAP in RAID 1	SAN Connectivity	Cluster
		BPC DEV	2000	16	100	5	300	Yes	No
			9000	72	400				
Windows on x86_64	QA	xMII QA	4000	32	150	5	300	Yes	No
	DEV	C-Folder DEV	3000	24	100	5	300	Yes	No
		xMII DEV	4000	32	150	5	300	Yes	No
		DisclosureMgmt DEV	3000	24	100	5	300	Yes	No
			14000	112	400				

C. Solution Design – Broad Guidelines

Solution design and technical specification for the servers, storage and allied equipment proposed to be procured for SAP implementation are enumerated below:

1. The tender envisages that the new infrastructure will be housed in the Primary Data Centre and Disaster Recovery Centre as specified.
2. Bidders may visit Data Centre and Disaster Recovery Centre before finalizing the Bid Requirements.
3. Bidders have to ascertain the available rack-space, power requirement & cooling requirement infrastructure to propose hardware infrastructure within available constituents. Bidders have to submit the total power and cooling requirements during bid submission as per annexure 8AA.
4. Successful bidder is responsible for safety of installed systems & infrastructure during installation, commissioning & implementation of the ICT infrastructure.
5. The SAP infrastructure has to be offered based on guidelines given in Point Number **2**, which includes required SAPS, memory, clustering etc. for each SAP workload. The IT Infrastructure should be designed in a way to allow vertical expansion at the DB & CI level and horizontally at the Application level.
6. The solution should incorporate a Management LAN to manage the entire IT Infrastructure present at the DC & DR.
7. Bidders need to fill up the Technical compliance specification and submit the Reference Document/Information wherever necessary. The same will be evaluated in the Technical Evaluation.

D. Technical Specification

➤ Technical Specification for Servers – EPIC/RISC

In view of limited space, power & cooling infrastructure available in the Data Centre, the entire IT infrastructure (including servers, storage, and network and security devices) should fit in two numbers of 42U racks both at DC and DRC.

Proposed EPIC/RISC servers should be virtualized to create logical servers to meet the requirement as specified in the SAP sizing table.

Sl. No.	Technical Specification – EPIC/RISC Servers	Complied (Yes / No)	Reference document / information
1	Servers		
	All servers shall be capable of being partitioned, each partition should have its own operating system instance, host name and IP address.		
	The servers shall be offered in rack mountable / blade configuration.		
	All the RISC/EPIC servers (Physical boxes) at each site shall be of the same make and model and have the same type of processors/cores.		
	Servers shall be allocated with all resources as per sizing sheet. Higher ratings are acceptable.		
2	CPU		
	CPU must be of the latest generation available with the OEM at the time of bidding for that particular model being quoted.		
	OEM's shall not quote any Pre – release CPU or model w.r.t. the date of bidding.		
	Partitioning is allowed for all RISC/EPIC servers up to Sub CPU/ Core level depending on the latest technology available with the OEM.		
	Offered SAPS value should be considering 75% of CPU Utilization. Also, each physical server should have 25% vertical scalability options in terms of SAPS (For future population of CPUs if required)		
	The SAP published SD 2 tier benchmark certificates or OEM's SAP Competency Centre certificates shall be submitted for the models		

Sl. No.	Technical Specification – EPIC/RISC Servers	Complied (Yes / No)	Reference document / information
	being quoted, meeting the required performance.		
3	Clustering		
	The partitions specified in cluster shall be in high availability cluster. Dedicated partition on separate physical server for fail-over is mandatory.		
	Heart beat paths to be provided; paths to be physically isolated from other data network ports.		
	Dedicated cluster/heartbeats ports (using dedicated single or dual port cards) shall be provided.		
	Cluster solution shall be OEM/SAP certified solution.		
	<p>The cluster solution must be able to provide fail-over to the other system for any failure arising in one of the system due to:</p> <ul style="list-style-type: none"> SAP process in any of the two systems Database Operating System Partition Failure Server hardware failure Any other failure which causes the server/partition to fail. 		
	The High Availability cluster shall be with adequate redundancy and with equal performance and configuration, and will have access to the same database and storage.		
	Each partition shall have the minimum resources allocated as per the sizing specified in Table 1. At any point of time resources of partitions should not run with lesser resources for production servers as mentioned in Table 1.		
	The solution shall provide for all the necessary hardware and software components. Requisite no. of licenses required for high availability and clustering needs to be provided.		
	Once the failed system comes up it should revert back to the original configuration automatically. Option for reverting back manually should also be available.		
	No committed transactions in SAP should be lost in case of failure		

Sl. No.	Technical Specification – EPIC/RISC Servers	Complied (Yes / No)	Reference document / information
	of clustered server/partition.		
	The proposed solution of implementing the fail-over must be explained in detail in the technical proposal along with logical diagrams. The documentation should identify the failure scenarios (for ex. Failure of a partition, failure of a server with multiple partitions, failure of SAN switches, failure of storage, failure of entire site) and detail the expected behaviour, interruptions if any to the end user etc. for both fail-over and fail back. The purchaser reserves the right to include one or more of these scenarios as part of the acceptance test.		
	Necessary software and scripts for automatic cluster fail-over to be supplied. It should be seamless fail-over without manual intervention.		
	There should not be any single point of failure in the offered solution. Each cluster should have multiple interconnect through different Ethernet switches.		
4	Reliability Availability & Serviceability Features		
	The system should be able to detect and bypass a failed component and automatically recover upon reboot		
	Error correction and parity checking for improved data integrity		
	Advanced Remote Management features		
	Processors should be capable of dynamic CPU allocation / de-allocation.		
	Certified for standard safety measures.		
	Each of the offered servers should have an inbuilt service processor.		
	The offered servers should support continuous error checking of the system which is to be monitored by the Service processors.		
	Memory should be protected through Advanced ECC and other related technologies.		
	Pre failure Alert capabilities should be available.		
	All the following should be hot pluggable components – Disks, Power Supplies, Fans etc.		
	PCI buses should have error handling mechanism.		

Sl. No.	Technical Specification – EPIC/RISC Servers	Complied (Yes / No)	Reference document / information
	Indicators to identify failed components.		
5	Memory		
	As per the SAP sizing sheet mentioned above.		
6	SWAP		
	Independent SWAP space on internal disk for each partition should be configured with minimum 3 times the size of RAM allocated for that partition. Internal hard disks if required can be provisioned from an internal pool of local high capacity disks. No SAN boot is permissible.		
7	I/O		
	Virtualization of I/O is allowed. Sharing of I/O resources is permissible. No Dedicated 10G cards are permissible.		
	Ethernet Adapters (1 Gbps dedicated single / dual / quad port auto sensing) should be provided for each server partition in automatic Fail-over / Redundant / trunking / Link aggregation and auto switching mode. In case of all production instances, 2 X 1 Gbps Ethernet shall be considered for each Server partition. Relevant S/W, licenses shall be provided.		
	All required Fibre Channel Host Bus Adapters (minimum 8 Gbps) with multi-path I/O trunking and automatic load balancing should be provided for each server/partition. The vendor must offer this capability either through the OS or software provided by the storage solution (minimal impact on performance). In case of all production instances minimum 4 x Dual ported 8 Gbps FC HBAs shall be considered in one Physical Box. All the compatible required hardware and software for this need to be provided.		
	Each partition should have ownership of the dedicated Ethernet & Shared FC adapters, i.e. each instance shall have complete ownership of the PCI-E/ PCI-X slots on which the adapter will be placed.		
	The adapters to be quoted are as per Server sizing Table 1, the adapters mentioned in the tables are for the exclusive use of the applications; adapters for management and other purposes are to		

Sl. No.	Technical Specification – EPIC/RISC Servers	Complied (Yes / No)	Reference document / information
	be configured additionally.		
	All partitions should have local, shared or remote media access to a DVD & LTO drive		
	USB/Serial Ports shall be supplied as per the standard availability in the model offered.		
8	Disk and Media Drive		
	All partitions shall be booted from SAS / Fibre Channel internal disk.		
	Internal Disks or disk pool shall be mirrored.		
	All required SCSI/SAS/FC adapters to mount these drives need to be populated in all the servers.		
	Suitable disk management software including Volume Manager to dynamically manage the logical volumes to be supplied.		
9	Form factor		
	The bidder should clearly mention the rack space consumed by the server.		
10	Rack		
	Standard 42U OEM racks should be supplied.		
11	SAP Benchmarking		
	<p>Minimum SAP ECC 6.0 Unicode EHP6 SD 2 Tier SAPS Benchmark for the offered server/processor from SAP website, public domain (http://sap.com/benchmark) will be taken for evaluation</p> <p>If the SAPS benchmark for the above environment is not available in the SAP website the procedure for arriving at the SAPS rating of the offered for evaluation purpose is given below:</p> <p>The published benchmark of a processor belonging to the same series will be taken as a reference benchmark. The TPC benchmarks of this reference processor and offered processor will be taken from TPC website. From the reference benchmark, the SAPS rating of the offered processor will be computed in the same ratio of their performance in the TPC benchmark.</p> <p>For converting from a non-Unicode to Unicode benchmark, a</p>		

Sl. No.	Technical Specification – EPIC/RISC Servers	Complied (Yes / No)	Reference document / information
	<p>multiplication factor of 0.77 (1/1.3) will be used.</p> <p>If there is no benchmark available for a generation then the maximum performance claim shall be 5% between generations.</p>		
12	Partitions		
	Each instance should run in an independent partition having its own operating system, host name & IP address.		
	Each RISC/EPIC partition shall be able to run same or different versions of OS Kernel, patch levels independently.		
	Any configuration change in one UNIX partition should not affect any other RISC/EPIC partition unless desired.		
	The O/S, of each RISC/EPIC partition shall be upgradeable independently without affecting the other RISC/EPIC partitions.		
	An error/fault in one RISC/EPIC partition should not bring the entire system or other RISC/EPIC partitions down.		
	All RISC/EPIC partitions on physical servers shall support display of performance characteristics through SAP CCMS.		
	Each RISC/EPIC partition shall have the capability to start-up and shut-down independently without affecting any other RISC/EPIC partition on the same server.		
	It should be possible to assign processors and memory logically to any partition or switch processors and memory between partitions without reboot of source or target partitions.		
	Each Partition shall have its own dedicated adapters/controllers.		
	There shall be adequate security features to protect one partition from other partition on the same server.		
13	Management Software		
	Should provide health status, alerts and monitors of system resources.		
	Should Notify, download and install updates for systems.		
	Should be able to perform actions based on system events.		

Sl. No.	Technical Specification – EPIC/RISC Servers	Complied (Yes / No)	Reference document / information
	Should be able to Create, edit, relocate and delete virtual resources.		
	Should provide a remote console, a command line and file transfer features to target systems.		
14	Power and BTU/Hr		
	Detailed power consumption at peak load & cooling requirement (in BTU/hr) to be mentioned for each physical server.		
	Redundant, hot swappable, power/cooling units. Each power supply to have its independent power cord.		
15	Reference documents		
	Latest Datasheets for all the Physical servers & software associated with it should be offered.		
16	Operating System		
	<p>The latest version of one of the following OS should be offered.</p> <p>HP - Unix</p> <p>IBM - AIX</p> <p>Oracle / SUN - Solaris.</p>		
	<p>Operating System Features should be as follows:-</p> <p>Logical Volume Management.</p> <p>Workload Management Software should be offered.</p> <p>Journalled File System.</p> <p>Mirroring Software should be offered.</p> <p>Shall be capable of running SAP applications</p>		
	The Unix Operating Systems shall be licensed to support unlimited users.		
	Partition management software having dynamic configuration feature with GUI/ Web interface. Management Consoles for the same to be provided.		
	All the OS should be delivered on latest patch level.		

Sl. No.	Technical Specification – EPIC/RISC Servers	Complied (Yes / No)	Reference document / information
	Software and licenses to be provided for resource allocation/de-allocation to SAP instances.		
	Split brain avoidance for high availability.		
17	Support Level		
	All servers should have 99.5% uptime. The uptime will be measured on quarterly basis.		

➤ **Technical Specification for Servers – x86_64 Servers**

Proposed x86_64 servers should be virtualized to create logical servers to meet the requirement as specified in the SAP sizing table. Physical Server Quantity should remain between maximum 6 and minimum 4 both at DC and DRC.

Sl. No.	Technical Specification - x86_64 Servers	Complied (Yes / No)	Reference document / information
1	Servers		
	The latest at least 8 Core CPU shall be quoted.		
	The servers shall be offered in rack mountable / blade configuration.		
	All servers quoted shall have same processor.		
	All the x86_64 Servers shall be of same make & model.		
	Populated with latest series Intel processors with minimum 32 cores at 2.7 GHz (or Higher) and minimum 192 GB RAM.		
2	CPU		
	Shall be 64-bit x86_64 CISC processors		
	Configured with even number of CPUs.		
3	Memory		
	Memory to be offered as per the sizing sheet only.		
	Memory proposed has to be ECC with DDR3 (or Higher)		

Sl. No.	Technical Specification - x86_64 Servers	Complied (Yes / No)	Reference document / information
4	Hard Disk		
	Each physical server should be configured with at least 2 Nos. of 300 GB 15K rpm Hot-plug internal SAS disks configured in RAID-1.		
	All required SCSI/SAS/FC adapters to mount these drives need to be populated in the servers		
5	Clustering		
	The servers specified in cluster shall be in high availability cluster.		
	Redundant Heart beat paths to be provided; paths to be physically isolated from each other.		
	Dedicated cluster/heartbeats ports (using dedicated single or dual port cards) shall be provided.		
	Cluster solution shall be OEM/SAP certified solution.		
	<p>The cluster solution must be able to provide fail-over to the other system for any failure arising in one of the system due to:</p> <ul style="list-style-type: none"> Hardware Operating System Database SAP process in any of the two systems Server failure 		
	The High Availability cluster shall be with adequate redundancy and with equal performance and configuration, and will have access to the same database and storage.		
	The solution shall provide for all the necessary hardware and software components. Requisite no. of licenses required for high availability and clustering needs to be provided.		
	No committed transactions in SAP should be lost in case of failure of clustered server.		
	The proposed solution of implementing the fail-over must be explained in detail in the technical proposal along with logical diagrams. The documentation should identify the failure scenarios (for ex. Failure of a server, failure of SAN switches, failure of		

Sl. No.	Technical Specification - x86_64 Servers	Complied (Yes / No)	Reference document / information
	storage, failure of entire site) and detail the expected behaviour, interruptions if any to the end user etc. for both fail-over and fail back. The purchaser reserves the right to include one or more of these scenarios as part of the acceptance test.		
	There should not be any single point of failure in the offered solution. Each of the production components shall have dedicated fail-over mechanism. The Clustering Solution diagram must be submitted in the Technical offer. Each cluster should have multiple interconnect through different Ethernet switches.		
6	I/O		
	All adapters should be PCI/X or PCI/E.		
	All FC adapters to be min. 8Gbps and Ethernet Adapters to be 1 Gbps.		
	Each physical box should be configured with at least 2 X Dual port FC adapters and at least 16 no. of 1 Gbps Ethernet ports.		
	The adapters to be quoted are as per Server sizing Table 1, the adapters mentioned in the tables are for the exclusive use of the applications; adapters for management and other purposes are to be configured additionally.		
	All adapters to be single, dual, quad ported only; however for each server functional (Ethernet, Fiber Channel & SCSI/SAS) redundancy at an adapter level should be provided.		
	Adapters of one server shall not be shared with other physical server.		
7	External Storage		
	The external storage required in SAN box for each of the servers shall be as specified in Table 1.		
	All adapters required for end to end connectivity needs to be provided		
8	SWAP		
	Independent SWAP space on internal / external disk should be configured with minimum 3 times the size of RAM allocated for that partition.		

Sl. No.	Technical Specification - x86_64 Servers	Complied (Yes / No)	Reference document / information
9	DVD Drive (Internal / External)		
	Each physical server should be configured with 1 x DVD Drive		
10	RAS Features		
	Each physical server should have Redundant and Hot-pluggable Power Supply and Fan Modules. Power supply & Fans of one server shall not be shared with other physical server.		
	Each physical server should be with Integrated remote monitoring functions.		
	Each physical server should support for reliability & availability features like ECC/parity, memory mirroring, and log collection, advance alerts on impending failures, alerts on components like CPU, Memory, HDD, PCI slots, Power supplies, Fans etc. Bidder should provide the same with details.		
11	Form Factor		
	Bidder needs to mention the rack / blade Form Factor		
12	Operating system		
	Latest version of operating system certified on the server with required number of license shall be offered <ul style="list-style-type: none"> - Windows Servers shall be Windows 2008 R2 Enterprise Edition or higher - Linux Servers shall be RHEL v 6.x 		
	All licenses required shall be provided for each server.		
13	Management Software		
	Should provide health status, alerts and monitors of system resources.		
	Should Notify, download and install updates for systems.		
	Should be able to perform actions based on system events.		
	Should be able to Create, edit, relocate and delete virtual resources.		
	Should provide a remote console, a command line and file transfer features to target systems.		

Sl. No.	Technical Specification - x86_64 Servers	Complied (Yes / No)	Reference document / information
14	Power and Cooling		
	Detailed power consumption at peak load & cooling requirement (in BTU/hr) to be mentioned for each physical server		
15	Reference documents		
	Latest Datasheets for all the Physical servers & software associated with it should be offered.		
16	Others		
	Standard 42U OEM make racks shall be supplied as required for the server solution.		
	All cables & accessories to implement connectivity to UPS/ LAN Patch panels/ SAN Switches to be provided		
17	Support Level		
	All servers should have 99.5% annual uptime. The same will be measured on quarterly basis.		

a. Technical Specification for Backup Infrastructure

SL	Technical Specification – Backup Infrastructure	Complied (Yes / No)	Solution offered in brief
1	Bidder should propose backup solution to include all Servers at DC & DRC across the landscape. Solution should include proper Backup Software and Tape Library (Min. 4 * LTO6 Drive) with adequate numbers (Minimum 100) of Tape Media.		

➤ **Technical Specification for Storage Infrastructure**

Since the RISC / EPIC Servers & Intel x86_64 servers will be configured to use the storage infrastructure, bidder has to carry out the necessary physical implementation / connectivity and necessary configuration activity to use the storage infrastructure. For the same SAP sizing table represents most of the requirement specification (apart from utility servers). There could be some additional implementation & configuration activity that may be required to be carried out on the systems / software supplied as part of this project by the successful bidder based on on-site requirements informed by WBPDCCL during installation.

The project has to be carried out on a turnkey basis. While the items & broad scope of work noted in the RFP document is intended to be detailed & complete, any additional components required for completion of the project has to be specified & included in the solution by the bidder.

Central Storage System

- The storage volumes should be configured with FC/SAS/SSD(or combination) Disk
- Bidder to include requisite licenses for the following software:
 - Operating Environment License
 - Space Efficient Copy
 - Global Mirror
 - Storage Replication

SL.	Technical Specification – Storage Infrastructure	Complied (Yes /No)	Solution offered in brief
1	The offered storage shall support Hardware RAID Level 1, 5, 6 & 10. There should be no Single Point of Failure in the Entire Storage Landscape		
2	The offered storage shall have front end aggregate bandwidth of min 128 Gbps with 50% headroom for growth in future.		
3	The offered storage solution should be configured with 64 GB usable Read write cache with 50% headroom for growth in future		
4	Cache should be native to the storage controller & operate at RAM speeds.		
5	Type of disk includes FC/SAS/SSD or combination		
6	Required IOPS will be 0.4 per SAPS. Please consider DB SAPS of production servers as specified in the sizing sheet for total IOPS requirement. For Non production servers, please consider SAPS value as specified in the sizing sheet.		
7	The Storage should have minimum 2 Hot spare drive against each RAID groups		
8	The offered storage shall have redundant power supply & cooling fans.		

SL.	Technical Specification – Storage Infrastructure	Complied (Yes /No)	Solution offered in brief
9	<p>The following licenses needs to be provided with the Storage:</p> <ul style="list-style-type: none"> ▪ Clone copy / Incremental clone copy licenses for the total configured capacity. ▪ Point-in-time pointer based copy for the total configured capacity. ▪ Thin provisioning licenses to be offered for full scalable capacity of the storage solution. ▪ Data replication licenses for the total configured capacity in both synchronous and asynchronous modes. ▪ Automated data tiering licenses for both read & write data to move sub-LUN data blocks between solid state disks & spinning disks within Production disks based on activity level on different sub-LUN data blocks. Feature to be available across all production disks. 		
10	The offered storage should include QoS (quality of service) to prioritize application performance for the entire scalable capacity.		
11	The offered storage solution shall have the capability to span a volume and stripe data across all controllers / nodes for the maximum scalability configuration. The offered storage solution shall have the scalability to expand up to min 900+ physical disks		
12	Storage Controller should be in dual redundant mode with support of FC (minimum 8 Gb) / iSCSI / FCoE(10Gb) for data communication and Ethernet(1Gb / 10Gb). Each Controller should have at least two FC ports.		
13	Capacity of each Hard disk offered should be at least 600 GB. Offered storage box should have 20% vacant disk bays for immediate enhancement of storage capacity only by purchasing new disks.		

SL.	Technical Specification – SAN Switch	Complied (Yes / No)	Solution offered in brief
1	Should be configured with 48 no of 8 Gbps FC ports per switch scalable to 80.		
2	Minimum two no. of SAN switches should be offered.		
3	Should have redundant Fans and Power Supplies		

SL.	Technical Specification – SAN Switch	Complied (Yes / No)	Solution offered in brief
4	The Switch shall be guaranteed to be fully compatible for HBAs, Clustering Solution and OS offered with the servers.		
5	The Switch should support Fiber Channel Ping and trace route or equivalent technologies.		
6	SAN Switch should support LUN Zoning and Port Zoning.		
7	The switch should support an ISL aggregation of min 8 ports.		
8	SAN Switch should have GUI and Command Line interface (CLI).		

Note:

- Storage space requirement (in terms of usable space) is as follows
DC → 2000 GB in RAID 10 & 10850 GB in RAID 5
DRC → 2000 GB in RAID 10 & 7350 GB in RAID 5
In addition to the above, 3 TB raw storage has to be provisioned as head room.
- Storage space provisioning process:
 - 20% of space specified (both in RAID 10 and RAID 5) will be in reserved pool for emergency use
 - 60% of the remaining space will be initially allocated to File Systems of different servers. However, the remaining 40% should be provisioned online (without shut down of application) as per requirement by the Purchaser.
 - The storage provisioning details will be shared to the bidder well before commissioning starts at DC and DRC by the Bidder.

➤ **Technical Specification for Tape library**

- Bidder has to implement backup architecture such that the tape library resources can be shared across ERP landscapes.
- Bidder to propose 50 nos. barcode labeled LTO-6 cartridges for DC & 50 nos. For DR

SL.	Technical Specification – Tape Library	Complied (Yes / No)	Solution offered in brief
1	The tape library should be configured with minimum 4 x LTO6 drives connected to the SAN fabric.		
2	The tape Library should be configured with min 48 slots		
3	The Tape Library should have Redundant power supplies		

4	Web based management, Path failover and Logical partitioning		
6	The Bidder needs to provide Tape Library at DRC for taking backup of Production Data		

➤ **Technical Specification for Network Infrastructure**

Since the RISC / EPIC Servers & x86_64 servers will be configured to use the existing network infrastructure, bidder has to carry out the necessary physical implementation / connectivity and necessary configuration activity to use the existing network infrastructure. There could be some additional implementation & configuration activity that may be required to be carried out on the systems supplied as part of this project by the successful bidder based on on-site requirements informed by WBPDCCL during installation.

While the items & broad scope of work noted in the RFP document is intended to be detailed & complete, any additional components required for completion of the project has to be specified & included in the solution by the bidder.

➤ **Technical Specification – Network Core Switch (DC and DRC)**

Sl No	Category	Features	Complied (Yes / No)	Solution offered in brief
1.	Performance	Up to 3MB packet buffer memory		
2.		560 Gbps non-blocking fabric (bandwidth)		
3.		8 Priority queues		
4.		Weighted Round Robin (WRR) priority queuing		
5.		Up to 32K Media Access Control (MAC) addresses with 48-bit MAC address		
6.		Up to 1024 Multicast groups		
7.		Up to 64 static IPv4 and IPv6 routes; up to 512 routed VLANs		
8.		1024 ARP Cache entries		
9.		Up to 164 shared rules for MAC, IP and IPv6 ACLs		
10.		Up to 10K packet size supported		
11.	VLAN	Up to 512 VLANs supported		

Sl No	Category	Features	Complied (Yes / No)	Solution offered in brief
12.		IEEE 802.1Q VLAN tagging		
13.		IP-based VLANs		
14.		MAC-based VLANs		
15.		Private VLANs		
16.	Preferred Features	Broadcast storm control		
17.		IEEE 802.3ad - LAGs (LACP)		
18.		IEEE 802.3x (full duplex and flow control)		
19.		IEEE 802.1D Spanning Tree Protocol		
20.		IEEE 802.1w Rapid Spanning Tree Protocol		
21.		IEEE 802.1s Multiple Spanning Tree Protocol		
22.		IGMP snooping (v1, v2 and v3)		
23.		MLD snooping support (v1 and v2)		
24.		IGMP snooping queries		
25.		Block unknown multicast		
26.		DHCP client		
27.		DHCP snooping		
28.		64 IPv4 static routes		
29.		64 IPv6 static routes		
30.		VLAN routing		
31.		1024 Host ARP table entries		
32.		Router Discovery (IRDP)		
33.		Up to 32 IP interfaces (port or VLAN)		

Sl No	Category	Features	Complied (Yes / No)	Solution offered in brief
34.		Manual LAG		
35.		8 LAGS with max 8 members in each LAG		
36.		802.1ab LLDP		
37.		SNMP		
38.		IEEE 802.1x		
39.		Guest VLAN		
40.		RADIUS based VLAN assignment via .1x		
41.		MAC-based .1x		
42.		RADIUS Accounting		
43.		L2/L3/L4 Access Control Lists (ACLs)		
44.		IP-based ACLs (IPv4 and IPv6)		
45.		MAC-based ACL		
46.		TCP/UDP-based ACL		
47.		MAC Lockdown		
48.		MAC Lockdown by the number of MACs		
49.		IEEE 802.1x RADIUS port access authentication		
50.		Port-based security by locked MAC addresses		
51.		Network storm protection, DoS		
52.		Broadcast, unicast, multicast DoS protection		
53.		DoS attacks prevention		
54.		L2 MAC, L3 IP and L4 port ACLs		
55.		Rate limiting (ingress and egress)		

Sl No	Category	Features	Complied (Yes / No)	Solution offered in brief
56.		Support for IPv6 fields		
57.		IEEE 802.1p COS		
58.		Destination MAC and IP		
59.		IPv4 and IPv6 DSCP		
60.		IPv4 and IPv6 ToS		
61.		TCP/UDP-based		
62.		Weighted Round Robin (WRR)		
63.		Strict priority queue technology		
64.	Management Features Required	Configurable management VLAN		
65.		Admin access control via RADIUS and TACACS+		
66.		IPv6 management		
67.		SNTP client over UDP port 123		
68.		SNMP v1/v2c		
69.		SNMP v3 with multiple IP addresses		
70.		RMON group 1,2,3,9		
71.		Port mirroring; many-to-one port mirroring		
72.	Web browser-based graphical user interface (GUI)			
73.	Ports	24no. 10G Ethernet SFP ports fitted with pluggable 12 Nos. Gigabit fiber SFP Modules & 12 Nos. Copper Ethernet SFP Modules		
74.	Environment and Reliability	Power supply Internal 100-240VAC 50-60Hz		
75.		Operating Temperature 0° to 50°C (32° to 122°F)		
76.		MTBF (Mean time between failure) -16000 Days on		

Sl No	Category	Features	Complied (Yes / No)	Solution offered in brief
	OEM Product credential	24 X 7 operation		
77.		Weight - Less than 10 KG.		
78.		Bidder must submit the letter from authorized signatory of the OEM that product of the same or higher model & capacity has been installed in last 3 years in at least 3 DC or DR in India		

➤ **Technical Specification – Network Passive Components (DC and DRC)**

Sl No	Item	Specification	Complied (Yes / No)	Solution offered in brief
1	Patch Cord 3M and 1M	<p>TIA/EIA-568-B.2-1: Patch Cable (Stranded Conductor), 24 AWG x 4P with following specification.</p> <p>Conductor: Stranded Bare Copper (7 x 32 AWG)</p> <p>Insulation: HDPE (CMI-75E) Nominal Wall Thickness: 0.178mm Min. Thickness: 0.153mm</p> <p>Jacket : 75°C LSZH Compound Nominal Wall Thickness: 0.585mm Min. Thickness: 0.458mm</p> <p>Overall Diameter: 5.8mm ± 0.3mm</p> <p>Electric Requirements: (Cable length: 100m)Characteristic Impedance(Z_0): 85~115Ω (1~250 MHz)</p> <p>DC. Resistance Capacitance Unbalance: 5%</p> <p>Pair-to-Ground Capacitance Unbalance: 330 pF/100m Max.</p> <p>Conductor Resistance: 14.00Ω/100m 200 Max.</p> <p>Mutual Capacitance: 5.6nF/m Max.</p> <p>Spark Test: 2.5kV</p>		
2	CAT 6 Cable	<p>Single strand – (8) 23 gauge</p> <p>Strand Spec -23 AWG (0.023" 0.58 mm) solid tinned copper 20 ohms/ 1000 ft 67 ohms/ 1 km</p> <p>Nominal velocity of propagation 0.90" 2.3 cm Time delay - 71%</p> <p>Nominal attenuation - MHz 200 dB/100 ft (30.48 m) -8.9 or dB/100 m (328 ft) - -29.2</p> <p>Nominal impedance 100 ohms ±15 ohms</p>		

		Nominal capacitance 14 pF/ft or 46 pF/m Insulation polyvinyl chloride		
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➤ **Technical Specification – Firewall / UTM at WBPDCCL (DC and DRC)**

Sl No	Category	Feature	Complied (Yes / No)	Solution offered in brief
1.	General Firewall	Policy creation for multiple security features through single interface in firewalls Firewalls well-integrated with VPN, IPS, Anti-Virus & Anti-Spyware, Anti-Spam, Web Filtering, Bandwidth Management, Multiple Link Management		
2.		Firewall with Identity-based policy creation Access Control Criteria (ACC) – User-Identity, Source & Destination Zone, MAC and IP address, Service		
3.		Firewall with High Availability with stateful failover Multiple Security Zones Firewall appliance with Dynamic Routing VLAN support Virtual host capability Multi-casting Multi-core technology for high-speed parallel processing International Computer Security Association Certification on firewall Checkmark Level 5 Certification		
4.		Centralized & Remote Management , Configurable Port for Secure management over WAN		
5.		HA Cluster Support. HA Configuration Modes support Active- Active and Active - Passive modes HA Should Support the following features. - Session Failover - Link Failover - Device Failover - Virtual MAC - Peer Synchronization - Dedicated HA Link Port - Typical HW failover switching - 2 sec.		
6.		Identity-based Reporting Firewall logs Centralized logging and reporting.		
7.		VPN	Supports IPsec, L2TP, PPTP VPN Establishes road warrior, Net-to-Net, Host-to-Net VPN connections Full Support to IPsec and IKE Network authentication and encryption through DES, 3DES and AES	

Sl No	Category	Feature	Complied (Yes / No)	Solution offered in brief
		Automatic failover of VPN connectivity for IPSec and L2TP connections across multiple ISP gateways		
8.		On-appliance SSL VPN Web, application and client-based access modes		
9.		Identity and work profile-based access policies to employees, partners, customers Control over 'Who Accesses What'		
10.		Scans IPSec, L2TP, PPTP, SSL VPN traffic for malware, spam, inappropriate content and intrusions		
11.		Reporting with username Options of on-appliance reporting, centralized reporting.		
12.		HTTP, FTP, SMTP, POP3, IMAP, P2P, IM support Automatically detects, blocks, drops suspicious traffic		
13.		Identity-based Intrusion Prevention System (IPS) policies customizable to identity and work profile Identity-based alerts		
14.	IPS	Regular updates by the OEM's Internet Threat Response Team Customized signatures by organizations HTTP Proxy signatures		
15.		Centralized custom signature creation and implementation at remote offices		
16.		Identity-based logging and reporting with username, source, destination, period of activity Dashboard, Top alerts, attackers and victims with severity of attacks Centralized logging reporting		
17.		On-appliance database Web filter with 80+ Web categories Custom categories Automatic updates from OEM		
18.		Web Filtering Options, URL, Keyword, File type, Database		
19.	Web Filtering	Blocks third-party proxy and tunneling software Blocks Google cache pages Blocks embedded URLs in websites Enforces 'safe search' in search engines Blocks malware, phishing, pharming URLs Blocks Java Applets, Cookies, Active X		
20.		Implements Internet Safety Policy Active member of Internet Watch Foundation (IWF), UK or Similar organization Prevents Data Leakage		
21.		Custom messages to user with reason for blocked website Category-based bandwidth allocation and prioritization Data and bandwidth quota based on web		

Sl No	Category	Feature	Complied (Yes / No)	Solution offered in brief
		categories and time of the day		
22.	Real Time Report	User identity-based reports in dynamic Wi-Fi and shared endpoint environments in healthcare, educational institutions, retail stores and call centers Visibility into who is doing what Visibility into who is accessing which application		
23.		Spot risky users posing security and legal risks Gives details on activities contributing to users' threat quotient: Intrusion Prevention reports - Websites visited - Number of attempts - Website categories		
24.		Firewall & Internet activity VPN activity Intrusion Prevention reports Spam reports Virus reports Web activity Search Engine Query reports Mail activity IM activity FTP activity		
25.		Compliance report like HIPAA ,GLBA ,SOX ,PCI DSS,FISMA		
26.		Create custom dashboard Bookmark important reports View custom trends Create custom reports		
27.		View Formats – Tabular, Graphical Print Formats – CSV, PDF		
28.		Bandwidth Management	Prioritizes business-critical applications and users for bandwidth allocation Prioritization based on source, destination, user, service, service group	
29.	Bandwidth allocation based on website categories: webmail, social media, gaming, entertainment etc. Upload, download limits User Identification based policies with category-based allocation			
30.	Bandwidth scheduling by time of the day Committed bandwidth to business-critical applications during scheduling			
31.	Committed bandwidth to critical users at all times Policies to assign idle bandwidth to other applications automatically			
32.	Bandwidth Aggregation over MPLS VPN , SSL VPN , LL, Wireless WAN links			
33.	Multiple WAN link bandwidth reporting			

Sl No	Category	Feature	Complied (Yes / No)	Solution offered in brief
		Options of on-appliance reporting and centralized reporting		
34.	Load Balancing	Automatically distributes traffic over multiple links Weighted round robin load balancing of links Supports routing of traffic based on speed and cost of WAN link		
35.		Defines routing path based on , User , Source IP , Protocol		
36.		Automatic detection of failed WAN link and routing to working link Multiple test methods to detect failure to reach applications, E.g. Inventory Management, ERP, CRM – Detects outages at gateway and along the path of WAN link		
37.		Supports configuration of 3G and WiMAX as back-up or primary links		
38.	Wireless WAN	Supports 3G, 4G/LTE and WiMAX connectivity Configures Wireless WAN as primary or back-up link		
39.		Simple USB modem plug-in into security appliance		
40.	Wireless LAN	User identity-based access to Wi-Fi Unique employee and guest policies based on: - Username or group - Schedule - Categories of web access - Data transfer limit - Bandwidth availability - Application Layer 7 Policies		
41.		Virtual access points support– creates segregated networks in the same physical area Creates Wi-Fi zones by functions or groups, separating them from guest zones Controls guest Internet and network access		
42.		Uses MIMO Controls wireless bandwidth and coverage		
43.		Extensive logging and reporting with username Trace of guest user and employee activity Choice of options with on-appliance reporting, centralized logs and reports		
44.	HW SPEC	Ports Total Port Capacity 24 or higher , 8 X 10G copper port inbuilt , Port options for balance Ports Module(GbE Copper/GbE Fiber/10GbE Fiber), Configurable Zone for each port, Console Ports, USB Ports 2 or more		
45.		Throughput Firewall Throughput UDP / TCP 60GBPS or higher, New sessions/second 150,000 or higher		

Sl No	Category	Feature	Complied (Yes / No)	Solution offered in brief
		, Concurrent sessions 2,000,000 or higher , IPSec VPN Throughput (Mbps) 10,000 , Number . of IPSec Tunnels 10,000 , Fully Protected Throughput (Mbps) 10,000		
46.	Anti-Virus / Spam Protection	<ul style="list-style-type: none"> - Virus, Worm, Trojan Detection and Removal - Spyware, Malware, Phishing protection - Automatic virus signature database update - Scans HTTP/S, FTP, SMTP/S, POP3, IMAP, VPN Tunnels - Customize individual user scanning - Self Service Quarantine area - Scan and deliver by file size - Block by file types Gateway Anti-Spam <ul style="list-style-type: none"> - Inbound and Outbound Scanning - Real-time Blacklist (RBL), MIME header check - Filter based on message header, size, sender, recipient - Language and Content-agnostic spam protection using RPD Technology - Zero Hour Virus Outbreak Protection - Self Service Quarantine area - IP address Black list/White list - Spam Notification through Digest - IP Reputation based Spam filtering 		
47.	Services & General	Responsibility of UTM configuration is with SI according to the requirement of WBPDCCL; Change request responsibility is with SI for 5 year. Monthly patch management and backup is the responsibility of SI. SI have to submit monthly health monitoring and threat risk analysis reports to WBPDCCL during support period.		
48.		UTM should be bundled with all Patches and support for 5 year including HW warranty.		
49.		Licensing should be box and period based. No further license requirement for HW port up gradation or addition.		
50.		Device should work lifetime with all feature even after Licensing period with last updated patch updated during licensed support period.		
51.		SI Should ensure 99.9 % network uptime / Availability during the 5 year support period measured on quarterly basis,		
52.		3rd Party penetration test and security audit will be made on yearly basis , failing which Penalty of 2% of the device cost will be levied per failure.		
53.		OEM Product credential	Bidder must submit the letter from authorized signatory of the OEM that product of the same or higher model & capacity has been installed in	

Sl No	Category	Feature	Complied (Yes / No)	Solution offered in brief
		last 3 years in at least 3 DC or DR in India		

➤ **Technical Specification – Firewall / UTM at Remote Locations (Plant Sites)**

Sl. No	Category	Feature	Complied (Yes / No)	Solution offered in brief
1.	General Firewall	Policy creation for multiple security features through single interface in firewalls Firewalls well-integrated with VPN, IPS, Anti-Virus & Anti-Spyware, Anti-Spam, Web Filtering, Bandwidth Management, Multiple Link Management		
2.		Firewall with Identity-based policy creation Access Control Criteria (ACC) – User-Identity, Source & Destination Zone, MAC and IP address, Service		
3.		Firewall with High Availability with stateful failover Multiple Security Zones Firewall appliance with Dynamic Routing VLAN support Virtual host capability Multi-casting Multi-core technology for high-speed parallel processing International Computer Security Association Certification on firewall Checkmark Level 5 Certification		
4.		Centralized & Remote Management , Configurable Port for Secure management over WAN		

Sl. No	Category	Feature	Complied (Yes / No)	Solution offered in brief
5.		HA Cluster Support. HA Configuration Modes support Active- Active and Active - Passive modes HA Should Support the following features. - Session Failover - Link Failover - Device Failover - Virtual MAC - Peer Synchronization - Dedicated HA Link Port - Typical HW failover switching - 2 sec.		
6.		Identity-based Reporting Firewall logs Centralized logging and reporting.		
7.	VPN	Supports IPSec, L2TP, PPTP VPN Establishes road warrior, Net-to-Net, Host-to-Net VPN connections Full Support to IPSec and IKE Network authentication and encryption through DES, 3DES and AES Automatic failover of VPN connectivity for IPSec and L2TP connections across multiple ISP gateways		
8.		On-appliance SSL VPN Web, application and client-based access modes		
9.		Identity and work profile-based access policies to employees, partners, customers Control over 'Who Accesses What'		
10.		Scans IPSec, L2TP, PPTP, SSL VPN traffic for malware, spam, inappropriate content and intrusions		
11.		Reporting with username Options of on-appliance reporting, centralized reporting.		
12.	IPS	HTTP, FTP, SMTP, POP3, IMAP, P2P, IM support Automatically detects, blocks, drops suspicious traffic		
13.		Identity-based Intrusion Prevention System (IPS) policies customizable to identity and work profile		

Sl. No	Category	Feature	Complied (Yes / No)	Solution offered in brief
		Identity-based alerts		
14.		Regular updates by the OEM's Internet Threat Response Team Customized signatures by organizations HTTP Proxy signatures		
15.		Centralized custom signature creation and implementation at remote offices		
16.		Identity-based logging and reporting with username, source, destination, period of activity Dashboard, Top alerts, attackers and victims with severity of attacks Centralized logging reporting		
17.		On-appliance database Web filter with 80+ Web categories Custom categories Automatic updates from OEM		
18.		Web Filtering Options, URL, Keyword, File type, Database		
19.		Blocks third-party proxy and tunneling software Blocks Google cache pages Blocks embedded URLs in websites Enforces 'safe search' in search engines Blocks malware, phishing, pharming URLs Blocks Java Applets, Cookies, Active X		
20.	Web Filtering	Visibility into encrypted HTTPS Traffic Prevents unauthorized file upload and download over HTTP and HTTPS Blocks unauthorized, malicious and illegal HTTPS websites		
21.		Implements Internet Safety Policy Active member of Internet Watch Foundation (IWF), UK or Similar organization Prevents Data Leakage		
22.		Username, group, work-requirement based policies Schedule-based access control User authentication through ADS, RADIUS, SSO,		

Sl. No	Category	Feature	Complied (Yes / No)	Solution offered in brief
		local and thin client		
23.		Custom messages to user with reason for blocked website Category-based bandwidth allocation and prioritization Data and bandwidth quota based on web categories and time of the day		
24.		User identity-based reports in dynamic Wi-Fi and shared endpoint environments in healthcare, educational institutions, retail stores and call centers Visibility into who is doing what Visibility into who is accessing which application		
25.		Spot risky users posing security and legal risks Gives details on activities contributing to users' threat quotient: Intrusion Prevention reports - Websites visited - Number of attempts - Website categories		
26.	Real Time Report	Firewall & Internet activity VPN activity Intrusion Prevention reports Spam reports Virus reports Web activity Search Engine Query reports Mail activity IM activity FTP activity		
27.		Compliance report like HIPAA ,GLBA ,SOX ,PCI DSS,FISMA		
28.		Create custom dashboard Bookmark important reports View custom trends Create custom reports		
29.		View Formats – Tabular, Graphical		

Sl. No	Category	Feature	Complied (Yes / No)	Solution offered in brief
		Print Formats – CSV, PDF		
30.	Bandwidth Management	Prioritizes business-critical applications and users for bandwidth allocation Prioritization based on source, destination, user, service, service group		
31.		Bandwidth allocation based on website categories: webmail, social media, gaming, entertainment etc. Upload, download limits User Identification based policies with category-based allocation		
32.		Bandwidth scheduling by time of the day Committed bandwidth to business-critical applications during scheduling		
33.		Committed bandwidth to critical users at all times Policies to assign idle bandwidth to other applications automatically		
34.		Bandwidth Aggregation over MPLS VPN , SSL VPN , LL, Wireless WAN links		
35.		Multiple WAN link bandwidth reporting Options of on-appliance reporting and centralized reporting		
36.	Load Balancing	Automatically distributes traffic over multiple links Weighted round robin load balancing of links Supports routing of traffic based on speed and cost of WAN link		
37.		Defines routing path based on , User , Source IP , Protocol		
38.		Automatic detection of failed WAN link and routing to working link Multiple test methods to detect failure to reach applications, Eg. Inventory Management, ERP, CRM – Detects outages at gateway and along the path of WAN link		
39.		Supports configuration of 3G and WiMAX as back-up or primary links		

Sl. No	Category	Feature	Complied (Yes / No)	Solution offered in brief
40.	Wireless WAN	Supports 3G, 4G/LTE and WiMAX connectivity Configures Wireless WAN as primary or back-up link		
41.		Simple USB modem plug-in into security appliance		
42.	Wireless LAN	User identity-based access to Wi-Fi Unique employee and guest policies based on: - Username or group - Schedule - Categories of web access - Data transfer limit - Bandwidth availability - Application Layer 7 Policies		
43.		Virtual access points support– creates segregated networks in the same physical area Creates Wi-Fi zones by functions or groups, separating them from guest zones Controls guest Internet and network access		
44.		Uses MIMO Controls wireless bandwidth and coverage		
45.		Extensive logging and reporting with username Trace of guest user and employee activity Choice of options with on-appliance reporting, centralized logs and reports		
46.	HW SPEC	Ports Total Port Capacity 16 or higher , 8 X 10G copper port inbuilt , Port options for balance Ports Module(GbE Copper/GbE Fiber/10GbE Fiber), Configurable Zone for each port, Console Ports, USB Ports 2 or more		
47.		Throughput Firewall Throughput UDP / TCP 40GBPS or higher, New sessions/second 100,000 or higher, Concurrent sessions 1,000,000 or higher, IPSec VPN Throughput (Mbps) 5,000, Number. of IPSec Tunnels 5,000 , Fully Protected Throughput		

Sl. No	Category	Feature	Complied (Yes / No)	Solution offered in brief
		(Mbps) 5,000		
48.	Services & General	Responsibility of UTM configuration is with SI according to the requirement of WBPDCCL; Change request responsibility is with SI for 5 year. Monthly patch management and backup is the responsibility of SI. SI has to submit monthly health monitoring and threat risk analysis reports to WBPDCCL during support period.		
49.		UTM should be bundled with all Patches and support for 5 year including HW warranty.		
50.		Licensing should be box and period based. No further license requirement for HW port up gradation or addition.		
51.		Device should work lifetime with all features even after Licensing period with last updated patch updated during licensed support period.		
52.		SI Should ensure 99.9 % network uptime / availability during the 5 year support period measured on quarterly basis,		
53.		3rd Party penetration test and security audit will be made on yearly basis , failing which Penalty of 1% of the device cost will be levied per failure.		
54.		OEM Product credential	Bidder must submit the letter from authorised signatory of the OEM that product of the same or higher model & capacity has been installed in last 3 years in at least 3 DC or DR in India	

➤ **Technical Specification –Server Farm Switch**

Sl No	Category	Feature	Complied (Yes / No)	Solution offered in brief
1.	10/100 /1000	48 port each		

Sl No	Category	Feature	Complied (Yes / No)	Solution offered in brief
	Mbps ports			
2.	Max MAC entries	8K		
3.	Buffer size	512KB		
4.	VLAN (Number Supported)	128		
5.	EEE	Yes		
6.	DoS Prevention	Yes		
7.	Power Supply	Internal 100-240VAC 50-60Hz		
8.	Operating Temperature	0° to 50° C		
9.	MTBF (Mean time between failure)	More than 12500 days on 24 x 7 Operation		
10.	Weight (kg)	Less than 2.5 Kg.		
11.	OEM Product credential	Bidder must submit the letter from authorised signatory of the OEM that product of the same or higher model & capacity has been installed in last 3 years in at least 3 DC or DR in India		
12.	Traffic Management	Auto Negotiation of speed and duplex modes		
13.		801.2x Flow Control		
14.		Dynamic MAC address management		
15.		IEEE802.1Q-based VLAN		
16.		QoS based on WRR, strict priority, or both		

Sl No	Category	Feature	Complied (Yes / No)	Solution offered in brief
17.		Port-based and IEEE801.2p-based QoS		
18.	Management Feature	Web-based Management		
19.		IP Access List		
20.		IPv6 Management		
21.		Configurable Management VLAN		
22.		SNMP v1/v2c and v3		
23.		Standard MIBs (RFC1213, RFC1643, and RFC1493)		
24.		Firmware Upgrade through TFTP		
25.		Configuration and Image Upload (to PC) through HTTP		
26.		System password protection		

➤ **Technical Specification – Desktops**

Sl. No.	Technical Specification - Desktops	Complied (Yes / No)	Reference document / information
1	Processor		
	Quad Core Processor or Higher		
	Processor speed @ 3 GHz or Higher		
	L2 Cache – Min 8 MB		
2	Chipset		

Sl. No.	Technical Specification - Desktops	Complied (Yes / No)	Reference document / information
	Compatible Chipset for the above processor on OEM Motherboard with OEM logo embossed on the Mother Board		
3	Memory		
	4 GB upgradeable to 16 GB		
4	Storage		
	500 GB SATA hard disk – 7200 rpm		
5	Graphics		
	Integrated Graphics accelerator card		
6	Connectivity		
	Integrated 10/100/1000 MBPS Ethernet Network Interface.		
7	I/O Ports (Rear and Front)		
	USB Ver 2.0 and 3.0 – At least 6 out of which min 2 in front Mouse – 1 KeyBoard - 1 Head Phone and Microphone – 1 RJ45 – 1 Standard Serial Port - 1 VGA, Audio in/out - 1		
8	DVD		
	DVD ROM disk drive		
9	Display		
	18.5" Wide Screen TFT Digital Color Monitor, Min Resolution 1024 x 768, ENERGY STAR Qualified.		
10	Key Board		
	USB or PS/2 104 keys keyboard (same make as PC)		

Sl. No.	Technical Specification - Desktops	Complied (Yes / No)	Reference document / information
11	Mouse		
	USB or PS/2 2 Button Scroll Mouse with pad (same make as PC)		
12	Operating System		
	Windows 7 professional Edition (64-Bit), preloaded with media/recovery DVD/CD & license.		
13	Security and Power Management		
	Power on password (via BIOS) Screen Blanking Hard Disk and System Idle Mode in Power on, Set up Password/ BIOS level Password, Power supply SMPS Surge protected, Serial, parallel, USB enable/disable (via BIOS), Removable media write/boot control Hood Sensor Power Supply – To be indicated by Bidder (But not less than 300 W)		
14	Compliance And Certification		
	For PC : UL, FCC and Win certification & Linux (Redhat/SuSe Certification) Green peace 5.9		
15			

➤ **Technical Specification – Multifunctional Printers**

Sl No	Category	Feature	Complied (Yes / No)	Solution offered in brief
1.	AIO functions	Print, Scan, Copy		
2.	AIO multitasking supported:	Yes		
3.	Print	Duplex print options Manual (driver support provided)		
4.		Technology Laser		

Sl No	Category	Feature	Complied (Yes / No)	Solution offered in brief
5.		Resolution	(Black)Up to 1200 x 1200 dpi	
6.		Speed	Up to 30 ppm / As fast as 10 sec (black, A4)	
7.		Standard print languages	PCL 6; PCL 5c; postscript level 3 emulation	
8.		Mobile printing capability, Apple AirPrint™, Mobile Apps	Wireless direct printing,	
9.	Scan	Type / Technology	Flatbed / CIS	
10.		Resolution	Up to 1200 x 1200 dpi (mono/colour, flatbed);	
11.		Hardware	Up to 1200 x 1200 dpi	
12.		Optical	(mono/colour, flatbed)	
13.		File format	PDF, JPEG, PNG	
14.		Input modes	Front-panel scan; copy buttons; Scan software; and user application ,	
15.		Scan size maximum	ADF, Flatbed: 297 x 420 mm (11.69 x 16.54-in)	
16.		Scan to FTP	Must be network enabled with scan to FTP feature.	
17.	Copy	Speed	Black, A4: Up to 30 cpm (9 single sheet on flatbed, default copy setting)	
18.		Resolution	Black (text and graphics): Up to 300 x 300 dpi	
19.		Max number of copies	(Max) upto 99 copies	
20.		Copier reduce enlarge	25 to 400%	
21.		Copier settings	; Reduce/Enlarge; ID Copy; Multi-Page; Collation; Optimize; 2-Sides; Contrast	
22.		Connectivity	Standard connectivity: 1 Hi-Speed USB 2.0 Device; 1 Hi-Speed USB 2.0 Host; 1 Fast Ethernet 10/100Base-TX; 1 Wireless 802.11b/g/n;	
23.		Network capabilities	Via built-in 10/100Base-TX networking; Network ready: Standard (built-in Ethernet, WiFi 802.11b/g/n)	
24.		Wireless capability:	yes; built-in WiFi 802.11b/g/n	
25.	Memory / Processor speed	256 MB / 750 MHz		
26.	Duty cycle (monthly, A4)	Up to 65,000 pages		
27.	Recommended monthly page volumes	Up to 4,000 to 8,000 pages		

SI No	Category	Feature	Complied (Yes / No)	Solution offered in brief
28.	Paper handling	Input /Output 350 sheets (standard), 100-sheet multipurpose tray, 250-sheet input tray; 250-sheet output bin Media type Paper (coloured, letterhead, light, plain, preprinted, pre-punched, recycled, rough, heavy), bond, cardstock, envelope, labels, transparency, vellum Media weight Tray 1: 60 to 199 g/m ² ; Tray 2: 60 to 120 g/m ² ; Tray 3: 60 to 120 g/m ² Supported media sizes; A3, A4, B4 (JIS), B5 (JIS), A5, 16K		
29.	Additional	CD including OCR software; Installation guide; Support flyer; Warranty Card; Power cord; USB cable; <u>Must be network enabled with scan to FTP feature.</u>		
30.	Compatible operating systems	Full software installs supported on: Windows 8 32-bit and 64-bit, Windows 7 32-bit and 64-bit, Windows Vista 32-bit and 64-bit, Windows XP 32-bit (SP2 or higher); Driver only installs supported on: Windows Server 2008 32-bit and 64-bit, Windows Server 2003 32-bit (SP3 or higher); Mac OS X 10.6, OS X Lion, OS X Mountain Lion; For Linux/Unix support		
31.	Display	Minimum 3.0-in Touchscreen, LCD (colour graphics)		
32.	Power	Built-in power supply		
33.	Power supply required	220-volt input voltage: 220 to 240 VAC (+/- 10%), 50/60 Hz (+/- 3 Hz)		
34.	Security management	Management security: SNMP v3, SSL/TLS (HTTPS), 802.1x authentication; password protection, WPA (Wi-Fi Protected Access), WEP encryption, 802.1x authentication		
35.	Warranty features	1 year on-site warranty		

➤ **Technical Specification – Self Service Kiosk (Plants Sites)**

SI No	Components	Details	Complied (Yes / No)	Solution offered in brief
1.	PC system	Industrial Board	Seavo/ Gigabyte/Advantech AIMB 562	
2.		CPU	Intel Dual Core I3 5 th . Gen / I5/ I7, 3.5GHz	
3.		RAM	Min 2GB DDR3	
4.		HDD	500G	
5.		Interface	6 RS-232 Ports;1 LTP;6 USB Ports,1 10/100M Net Port ;Integrated Net Card, Sound Card, independent graphics	
6.			Seavo/ Gigabyte/Advantech	

SI No	Components	Details	Complied (Yes / No)	Solution offered in brief
			AIMB 562	
7.	LCD monitor	Screen Size	17 inch/19inch	
8.		Brightness	250cd/m2	
9.		angle	horizontal 100°above;Vertical 80°above	
10.		Contrast	1000:1	
11.		Backlight tube life	more than 40,000hours	
12.		Max. resolution	1280×1024	
13.		Touch screen	Screen Size	17/19 inch Diagonal
14.	Resolution		4096x4096	
15.	High Transparence, high precision and durability, Orientation precision< 2mm(0.080 inch);pure tempered glass; Single-point touch Life expectancy more 50,000,000 times			
16.	Keylift-span		2,000,000 cycles	
17.	Metal keyboard with touchpad	Key force	2~3N	
18.		Key trip	>2.5mm	
19.		Protection level	ip65	
20.	Accessories	Wire-lan port, USB ports, speakers, fans, cables, screws, etc.	Accessories	
21.	KIOSK Cabinet	Durable steel frame, Slim and smart design; Easy to install and operate; Moisture proof, Antirust, Anti-acid, Anti-dust, Static free,.	KIOSK Cabinet	
22.	Supported OS:	Android / Linux / Windows (OS should be preloaded)	Supported OS:	
23.	Touch:	10-point Capacitive	Touch:	
24.	Kiosk should have option for the following attachment.	<ol style="list-style-type: none"> 1. Smart card reader 2. Fingerprint reader 		

➤ **Technical Specification – 42 U Rack (DC and DRC)**

The EIA (Electronic Industries Alliance) standard 42U Server Rack of 19 inch wide Metal Rack Enclosure with Rack mount rails.

SI No	Category	Feature	Complied (Yes / No)	Solution offered in brief
1.	Dimension	Maximum External Height 81.70 In / (2075 mm)		

2.		External Width 31.32 In / (796 mm)		
3.		External Depth 42.62 In / (1083 mm)		
4.	Static Weight Capacity	Static Weight Capacity should be at least 2000 lbs / (907 kg)		
5.	Lock and Key	Rack should have Front Glass Door and Metal Back Door with Lock facility		
6.	Power Distribution Unit (PDU)	2 Nos. of 36 AMP PDUs, each having atleast 12 Nos of 5 AMP Three Pin Sockets (Indian Type). LED Meter for AMP / Voltage		
7.	Cooling	Rack Cooling FAN tray having 4 FANS (230 AC Volt) to be fitted at the top		
8.	Movement	Rugged Wheel Arrangement at the base for easy Movement / shifting		

➤ **Technical Specification – KVM Switch**

Sl No	Category	Feature	Complied (Yes / No)	Solution offered in brief
1.	Management	<ul style="list-style-type: none"> • Convenient computer selection via front panel pushbuttons, hotkeys and multilingual on-screen display (OSD) menus • Up to 32 concurrent logins • Multilanguage web UI support featuring a tree-structured local and remote OSD • Adjustable video quality for flexible adaptation to diverse network environments • Auto Scan feature for monitoring user-selected computers • Broadcast mode; operations simultaneously performed on all selected computers (software installation, system-wide shutdown, etc.). • Firmware upgradable • Backup and restore configuration and 		

Sl No	Category	Feature	Complied (Yes / No)	Solution offered in brief
		user account settings <ul style="list-style-type: none"> • Event logging • Enable/disable browser access • IPv6 capable 		
2.	Easy to use Interface	<ul style="list-style-type: none"> • Browser-based and AP GUIs, together with a menu-driven OSD for the local console, provide a powerful, intuitive, user-friendly, multilanguage interface to minimize user training time and increase productivity • Multiplatform client support (windows, Mac OS X, Linux) • Multibrowser support (IE, Mozilla, Firefox, Safari, Opera, Netscape) • Port names automatically reconfigured when station sequence is changed • Panel array mode enables user to monitor multiple servers from single screen at the same time - each selected server's video output appears in a separate panel - users can easily select the number of panels to view • Windows client and Java client software support; Java client works with all operating systems 		
3.	Advanced Security	<ul style="list-style-type: none"> • Secure keyboard/mouse/video transmission via RC4 128 bit encryption • Supports SSL 128bit data encryption and RSA 1024bit certificates for secure user logins from a browser • Two level password security - up to 64 user accounts with separate profiles for each • External (Remote) authentication support: RADIUS, LDAP, LDAPS, MS Active Directory 		

Sl No	Category	Feature	Complied (Yes / No)	Solution offered in brief
		<ul style="list-style-type: none"> • Support for IP/MAC Filter • Local and remote access logged and authenticated 		
4.	Virtual Remote Desktop	<ul style="list-style-type: none"> • Resizable remote desktop window • Message board allows logged in users to communicate with each other, and allows a user to take exclusive control of the KVM functions • Mouse DynaSync™ • On-screen keyboard with multilanguage support • BIOS-level access 		
5.	Hardware	<ul style="list-style-type: none"> • 8-port remote access KVM switch - monitor and control up to 8 computers from a single KVM console • Daisy chain up to 15 additional units - control up to 128 computers from a single console* • Auto-sensing of station's position on daisy chained installations; no need for manual dip switch setting; front panel LED indicates station's position • Hot pluggable - add or remove computers without having to power down the switch • Multiplatform support - Windows, Linux, Mac, and Sun • Front panel USB hub allows connected computers to access USB peripherals • Dual Interface - supports PS/2 or USB keyboard and mouse computer connections with automatic interface detection • USB / PS/2 keyboard and mouse emulation - computers boot even when the 		

SI No	Category	Feature	Complied (Yes / No)	Solution offered in brief
		<p>console focus is elsewhere</p> <ul style="list-style-type: none"> • Supports USB keyboards for PC, Mac and Sun • Superior video quality - up to 2048 x 1536; DDC2B for the local console; up to 1600 x 1200 @ 60Hz / 24 bit colour depth for remote sessions • Video DynaSync™ - stores the console monitor's EDID (Extended Display Identification Data) to optimize display resolution • Rack mountable in a 19" (1U) system rack 		

➤ **Technical specification: UPS (DC &DR)**

SI No	Category	Feature	Complied (Yes / No)	Solution offered in brief
1.	UPS Counts:	<p>Minimum 2 * 15 KVA Online UPS at DC</p> <p>Minimum 2 * 7.5 KVA Online UPS at DR</p> <p>Note: Actual capacity of the UPS will be determined by the Bidder based on Power requirement calculation for supplied items both at DC & DR. However the minimum capacity of each is 15 KVA & 7.5 KVA respectively for DC & DR</p>		

Sl No	Category	Feature	Complied (Yes / No)	Solution offered in brief
2.	Input/ Output power:	<p>For DC:</p> <p>Input : 415 V 3-Phase, 50 HZ</p> <p>Output : 415 V 3-Phase, 50 HZ</p> <p>For DR:</p> <p>Input : 230 V 1-Phase, 50 HZ</p> <p>Output : 230 V 1-Phase, 50 HZ</p> <p>Common Specification for UPS for both DC & DR :</p> <p>Voltage Range: +10% Upper Limit, -15% default Lower limit, (other values should be selectable with software setting)</p> <p>Frequency Range: $\pm 5\%$ (other values should be selectable with software setting) (specified without fuses)</p> <p>11.5 times for 10ms</p> <p>10.5 times for 20ms</p> <p>7.7 times for 100ms</p> <p>4.6 times for 5 seconds</p> <p>1.1 times continuous</p>		
3.	Rectifier type:	IGBT Based Rectifier		
4.	Capacity:	100% Capacity, with 2 Online UPS in Load Sharing Mode each catering 100% in case one failing or shut-down for maintenances		
5.	Battery:	Battery capacity for 30 minutes Backup, complete with Battery storage unit, SMF Battery with Separate Battery Rack for each UPS, AC & DC MCCB for Input & Output and Battery Isolation,		
6.	Installation Detail:	Power Distribution Units Suitable for Rack Supply at DC and DR		
7.	Power Factor	Load power Factor: Better than 70-80% efficiency, UPS power factor: Better than 0.9 lagging		

Sl No	Category	Feature	Complied (Yes / No)	Solution offered in brief
8.	Over load:	UPS shall withstand 20% overload for 5 minutes and 50% overload for 1 minute		
9.	Environment	Noise Level - less than 55 db at a distance of 1 meter		
10.	Protection	Over voltage, short circuit and overload at UPS output terminal, Under voltage at battery terminal, Overshoot and undershoot shall not be greater than 4% of rated voltage for duration of 60 msec		
11.	Indicators Digital meters	Mains Presence, Battery Charging and Discharging, Low battery voltage Input AC Voltage, Output AC Voltage, I/o Frequency, & O/p Frequency, Battery Voltage (with LED\LCD display). Input AC Voltage, Output AC Voltage, I/o Frequency, & O/p Frequency, Battery Voltage (with LED\LCD display).		
12.	OEM product credential	Bidder must submit the letter from authorised signatory of the OEM that UPS of the same or higher model & capacity has been installed in last 3 years in at least 3 DC or DR in India		

➤ **Technical Specification – Helpdesk cum Incident Management tool**

Category	Features	Complied (Yes / No)	Solution offered in brief
IT Service Management or Issue Tracking Tool	Should support Document Integration/Generation of Reports		
	Should be capable of Customizable Workflow and Custom field modification		
	Should support SLA management/alerts		
	Should support Full-text search, Indexed Full-text search with additional Indexed File search		

Category	Features	Complied (Yes / No)	Solution offered in brief
	Should be capable of supporting different Input Interfaces like Web, Email, GUI, Mobile App, etc.		
	Should feature Notification Interfaces like Email, RSS, XMPP		
	Should be capable of Revision Control System Integration		
	Should support Authentication Methods like LDAP, Form-based, OpenID, etc.		

➤ **Technical Specification – Network Management Tool**

Category	Features	Complied (Yes / No)	Solution offered in brief
Network Management System	Should support arranging the hosts or devices it monitors into user-defined groups.		
	Should be capable of providing trending of network data over time.		
	Should feature algorithms designed to predict future network statistics.		
	Should automatically discover hosts or network devices it is connected to.		
	Should be able to retrieve and report on SNMP statistics.		
	Should be able to receive and report on Syslogs.		
	Should be capable of detecting threshold violations in network data, and alerting the administrator in some form.		
	Should be capable of running as a web-based application.		
	Should be able to leverage more than one server to distribute the load of network monitoring.		
	Should be able to keep a record of hardware and/or		

Category	Features	Complied (Yes / No)	Solution offered in brief
	software inventory for the hosts and devices it monitors.		
	Should feature graphical network maps that represent the hosts and devices it monitors, and the links between them.		
	Should feature user-level security, allowing an administrator to prevent access to certain parts of the product on a per-user or per-role basis.		
	Should support monitoring IPv6 hosts and/or devices, receiving IPv4 and IPv6 data, and running on an IPv4/IPv6-enabled server. Supports communication using IPv4/IPv6 to the SNMP agent via an IPv4/IPv6 address.		
	Should support Monitoring Alert Management with Power Monitoring, Cooling Monitoring, Heating Monitoring, Humidity Monitoring, Moisture Monitoring, Fire Monitoring		
	Should support for Rules and Policies with SLA Monitoring and measurement		
	Should be capable of running agentless		

➤ **Technical Specification – Performance Monitoring Tool**

Category	Features	Complied (Yes / No)	Solution offered in brief
Performance Monitoring Tool	Should be able to monitor a heterogeneous set of servers using a single console across physical and virtual environments.		
	Should be capable of monitoring CPU, Disk and System Processes		
	Should be able to Identify status of machines in the network		
	Should be capable of generating reports on utilization of CPU, Memory, Disk I/O		

Category	Features	Complied (Yes / No)	Solution offered in brief
	Should be capable of tracking the power, fan and temperature sensor reading		
	Should be able to proactively monitor server components (Power Supply , CPU , Fan , Temperature, Disk and Array, Memory) to prevent server outage		
	Should be capable of detecting threshold violations in network data, and alerting the administrator in some form.		
	Should be capable of generating alerts based on component failures		

SECTION8: ANNEXURE

Annexure 8A: Bid Form

Tender Notice No:

Date:

Name of Contract:

To

WBPDCCL Address

Dear Sir,

1. Having examined the Bidding Documents with Tender Notice No:....., including subsequent amendments and clarifications....., if any (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer to design, manufacture, test, deliver, install, commission and completion of facilities under the above-named package in full conformity with the said Bidding Documents for the sum of:.....(Amount in INR) or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2. Attachments to the Bid form:

We enclose herewith all the supporting documents along with the Bid Form.

- a. Bid Security (Annexure 8C)
 - b. A Power of Attorney, as per Annexure 8D
 - c. Information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution as per Annexure 8F
 - d. An Affidavit as per Annexure 8G
 - e. Quality Assurance Program containing the overall quality management & procedures to be followed during various phases of execution of the contract as per Annexure 8Q
 - f. Any other additional information/ document considered relevant to the bid as per Annexure 8I.
 - g. Self-attested copies of Company Registration Certificate, Sales Tax/ VAT Registration Certificate, ESI and EPF Registration Numbers, PAN and /or TAN Card, Excise and Service Tax Registration Certificates
 - h. Documentary Evidence for Prequalification (Response to Prequalification Criteria, Annexure 8P)
3. In line with the requirements of the Bidding Documents, we enclose herewith the following Price Schedules, duly filled-in as per your format.

3.1. Schedules :

Price Schedule	1	Supply, Installation and Commissioning of Hardware and Software for DC, DRC and Remote Location along with Storage, Network and Backup Infrastructures at DC and DRC.
	2	Maintenance and Facility Management Services for 5 years.

3.2. We are aware that the Price Schedules do not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications, Drawings and other sections of the Bidding Documents to ascertain the full scope of work included in each item while filling in the rates and prices. We agree that the entered rates and prices shall be deemed to include the full scope as aforesaid, including overheads and profit

3.3. We understand that in the price schedule, where there are discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between sub totals and the total price, (even in case of carry forward of prices) the unit or subtotal price shall prevail and the total price shall be corrected accordingly. We further understand that where there is discrepancy between amounts stated in figures and amounts stated in words, the amount stated in words shall prevail. Similarly, in case of any discrepancies between the total bid price and the summation of Schedule prices (price indicated in a Schedule indicating the total of that Schedule), the total bid price shall be corrected to reflect the actual summation of the Schedule prices. We understand that bids will be corrected for the rates of taxes & duties in case of wrong rates taken by us. For the purpose of bid comparison and evaluation, the rates of taxes & duties in force as on seven (7) days prior to the last date of submission of bids would be considered, only in respect to direct transactions.

3.4. We declare that prices left blank in the Schedules will be deemed to have been included in the prices of other items. The TOTAL for each Schedule and the TOTAL of Grand Summary shall be deemed to be the total price for executing the Works in complete accordance with the Contract, whether or not each individual item has been priced.

4. We confirm that except as otherwise specifically provided in the sub-clauses below, our Bid Prices include all taxes, duties, levies and charges as may be assessed on us, our Sub-contractor, or their employees by all municipal, state or national government authorities in connection with the Works.

We also confirm that all taxes, duties and levies whether assessable on you or us and/or payable by you or us on bought out items are included in our bid price.

4.1. We understand that notwithstanding 4.0 above, you shall bear and pay/reimburse to us Sales Tax (but not the surcharge in lieu of Sales Tax), local tax including entry tax, octroi (if applicable) and other levies in respect of the direct transactions between you and us imposed on the Equipment/Material including Spares supplied / manufactured within/ outside India and specified in Price Schedule to be incorporated in to the Works, by the Indian Laws.

100% of applicable Taxes and Duties which are payable by the Purchaser under the Contract shall be reimbursed by the Purchaser to us after receipt of Equipment/spares at site and on production of satisfactory documentary evidence by us.

- 4.2. We confirm that we shall get registered with the concerned Sales Tax Authorities in the State where the Site is located.
- 4.3. We confirm that all taxes, duties and levies in respect of all components, equipment and material to be despatched directly from the Sub-contractor's works to the Site irrespective of the fact whether such taxes, duties & levies are assessable and chargeable on us or on you, shall be to our account and no separate claim in this regard will be entertained by you. We understand and confirm that you shall be entitled to deduct entry tax/octroi in respect of directly despatched bought out items from our payments. We confirm that all such taxes, duties and levies are included in our bid price. However, you will issue requisite Sales Tax declaration forms in respect of such bought out items, on production of documentary evidence of registration with the concerned Sales Tax Authorities.
- 4.4. We confirm that all taxes, duties, service tax, octroi and all other levies, whether under Central or State laws in respect of the total scope of the bid, including those on the materials incorporated in installation services shall be borne by us and no separate payments on these accounts shall be made by you.

We confirm that same is included in our Bid Price.

5. Construction of Contract

We declare that we have studied GCC 4.4 relating to mode of contracting and we are making this proposal in accordance with it.

- 5.1. We undertake, if our bid is accepted, to commence work covered in the scope of Works under the contract immediately upon your Letter of Award to us and to achieve Completion of Works within the time specified in the Bidding Documents.
- 5.2. If our bid is accepted, we undertake to provide in respect of the Scope of Work undertaken directly by us and provides Advance Payment Security and Contract Performance Securities in the form and amounts and within the times specified in the Bidding documents.
- 5.3. We agree to abide by this bid for a period of[as mentioned in BDS].....from the date of opening of the bids as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
6. Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Letter of Award shall constitute a binding contract between us.
7. We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Yours faithfully

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Seal).....

Complete Business Address:

Fax No. :

Phone No. :

E-mail ID. :

Annexure 8B: Price Schedule

Table 1: Price Schedule Summary

Sl. No.		Description	Total Price (INR)
1	Group A	Cost of Hardware and Software	
2	Group B	Installation and commissioning charges	
3	Group C	Charges for warranty (Hardware and Software)	
4	Group D	Charges for 5 years Facility Management Services	
5	Group E	Charges for man hour rate for additional support at DC and DR*	
Grand Total (Group A + Group B + Group C + Group D + Group E)			

Note: Note: Total Charges against Group E will be notional for the consideration of lowest bidder only and is not committed. The rates shall however remain fixed for the entire contract period and payment for any extra man hour charges will be made through separate purchase orders with the indicated rate and on actual additional man hour consumed.

Table 2: Price Schedule with Bill of Quantity

Sl. No.	Main Components	Qty	Unit Ex Works (INR)	Excise Duty %	Excise Duty (INR)	Central Sales Tax %	Central Sales Tax(INR)	Freight & Insurance %	Freight & Insurance (INR)	Entry Tax/VAT %	Entry Tax/VAT (provided CST is not Applicable) (INR)	Other Tax component% (if any)	Total Price (INR)
Group-A : Supply of Items													
1	RISC /EPIC Servers – DC	2<=Q<=4 for rack servers One chassis with maximum 6 blade servers Bidders need to specify quantity in both the cases											

Sl. No.	Main Components	Qty	Unit Ex Works (INR)	Excise Duty %	Excise Duty (INR)	Central Sales Tax %	Central Sales Tax(INR)	Freight & Insurance %	Freight & Insurance (INR)	Entry Tax/VAT %	Entry Tax/VAT (provided CST is not Applicable) (INR)	Other Tax component% (if any)	Total Price (INR)
2	RISC /EPIC Servers– DRC	2 for rack servers One chassis with maximum 4 blade servers Bidders need to specify quantity in both the cases											
3	X86_64 Server – DC	4<=Q<=6 for rack servers One chassis with											

Sl. No.	Main Components	Qty	Unit Ex Works (INR)	Excise Duty %	Excise Duty (INR)	Central Sales Tax %	Central Sales Tax(INR)	Freight & Insurance %	Freight & Insurance (INR)	Entry Tax/VAT %	Entry Tax/VAT (provided CST is not Applicable) (INR)	Other Tax component% (if any)	Total Price (INR)
		maximum 6 blade servers Bidders need to specify quantity in both the cases											
4	X86_64 Server – DRC	2<=Q<=4 for rack servers One chassis with maximum 4 blade servers											

Sl. No.	Main Components	Qty	Unit Ex Works (INR)	Excise Duty %	Excise Duty (INR)	Central Sales Tax %	Central Sales Tax(INR)	Freight & Insurance %	Freight & Insurance (INR)	Entry Tax/VAT %	Entry Tax/VAT (provided CST is not Applicable) (INR)	Other Tax component% (if any)	Total Price (INR)
		Bidders need to specify quantity in both the cases											
5	Virtualization Software - DC	Bidders need to specify											
6	Virtualization Software - DRC	Bidders need to specify											
7	Backup Software – DC	Bidders need to specify											
8	Backup Software – DRC	Bidders need to specify											
9	SAN storage – DC	1 Includin											

Sl. No.	Main Components	Qty	Unit Ex Works (INR)	Excise Duty %	Excise Duty (INR)	Central Sales Tax %	Central Sales Tax(INR)	Freight & Insurance %	Freight & Insurance (INR)	Entry Tax/VAT %	Entry Tax/VAT (provided CST is not Applicable) (INR)	Other Tax component% (if any)	Total Price (INR)
		g 12850 GB usable storage as per sizing sheet & 3 TB raw storage for head room											
10	SAN Storage – DRC	1 Including 9350 GB usable storage as per sizing sheet											
11	SAN Switch–DC	Minimum 2											

Sl. No.	Main Components	Qty	Unit Ex Works (INR)	Excise Duty %	Excise Duty (INR)	Central Sales Tax %	Central Sales Tax(INR)	Freight & Insurance %	Freight & Insurance (INR)	Entry Tax/VAT %	Entry Tax/VAT (provided CST is not Applicable) (INR)	Other Tax component% (if any)	Total Price (INR)
		Bidders need to specify											
12	SAN Switch-DRC	Minimum 2 Bidders need to specify											
13	Core Switch - DC	2 No.											
14	Core Switch - DRC	2 No.											
15	Server Farm Switch-DC	2 No.											
16	Server Farm Switch-DRC	2No.											
17	Firewall / UTM -DC	2 No.											
18	Firewall /UTM -DRC	2 No.											

Sl. No.	Main Components	Qty	Unit Ex Works (INR)	Excise Duty %	Excise Duty (INR)	Central Sales Tax %	Central Sales Tax(INR)	Freight & Insurance %	Freight & Insurance (INR)	Entry Tax/VAT %	Entry Tax/VAT (provided CST is not Applicable) (INR)	Other Tax component% (if any)	Total Price (INR)
19	Firewall /UTM – Plants	10 No.											
20.(a)	Desktops (without Operating System)	150 No.											
20.(b)	Windows Volume License for desktops	150 No											
21	Multifunctional Printers cum scanners cum copier and Fax	75 No.											
22	Self Service Touch Screen Kiosk	6 No.											
23	42 U Rack – DC	2 No.											

Sl. No.	Main Components	Qty	Unit Ex Works (INR)	Excise Duty %	Excise Duty (INR)	Central Sales Tax %	Central Sales Tax(INR)	Freight & Insurance %	Freight & Insurance (INR)	Entry Tax/VAT %	Entry Tax/VAT (provided CST is not Applicable) (INR)	Other Tax component% (if any)	Total Price (INR)
24	42 U Rack – DRC	2 No.											
25	8 Port IP KVM switch-DC	2 No. (1 per Rack)											
26	8 Port IP KVM switch-DRC	2 No.(1 per Rack)											
27	Tape Library with 4 Drives- DC	1 No.											
28	Tape Library with 4 Drives- DRC	1 No.											
29	LTO6 Cartridge	100 No.											
30	Accessories(*)	Lump sum											
31	Unix OS Media	Bidders need to specify											

Sl. No.	Main Components	Qty	Unit Ex Works (INR)	Excise Duty %	Excise Duty (INR)	Central Sales Tax %	Central Sales Tax(INR)	Freight & Insurance %	Freight & Insurance (INR)	Entry Tax/VAT %	Entry Tax/VAT (provided CST is not Applicable) (INR)	Other Tax component% (if any)	Total Price (INR)
	Unix OS License	Bidders need to specify											
32	MS Windows 64 Bit Server edition Media	Bidders need to specify											
	MS Windows 64 Bit Server edition License	Bidders need to specify											
33	Linux64 Bit edition Media	Bidders need to specify											
	Linux64 Bit edition License	Bidders need to specify											
34	Backup Software Media	Bidders need to specify											

Sl. No.	Main Components	Qty	Unit Ex Works (INR)	Excise Duty %	Excise Duty (INR)	Central Sales Tax %	Central Sales Tax(INR)	Freight & Insurance %	Freight & Insurance (INR)	Entry Tax/VAT %	Entry Tax/VAT (provided CST is not Applicable) (INR)	Other Tax component% (if any)	Total Price (INR)
	Backup Software License	Bidders need to specify											
35	Clustering Software Media	Bidders need to specify											
	Clustering Software License	Bidders need to specify											
36	Volume copy / Point-in-time license	Bidders need to specify											
37	Replication License	Bidders need to specify											
38	Network Monitoring Software -DC	Bidders need to specify											
39	Help Desk Software /	Bidders need to											

Sl. No.	Main Components	Qty	Unit Ex Works (INR)	Excise Duty %	Excise Duty (INR)	Central Sales Tax %	Central Sales Tax(INR)	Freight & Insurance %	Freight & Insurance (INR)	Entry Tax/VAT %	Entry Tax/VAT (provided CST is not Applicable) (INR)	Other Tax component% (if any)	Total Price (INR)
	Tool-DC	specify											
40	Performance Management Tool / Software-DC	Bidders need to specify											
41(a)	15 KVA UPS - DC	2 No.											
41(b)	7.5 KVA UPS - DR	2 No.											
Group-A: (Cost of hardware and software)													
1	Cost of Hardware	Lump Sum											
2	Cost of Software	Lump Sum											
Total Group – A													
Group-B: Installation and Commissioning Charges													
1	Installation & Commissioning Charges	Lump Sum											

Sl. No.	Main Components	Qty	Unit Ex Works (INR)	Excise Duty %	Excise Duty (INR)	Central Sales Tax %	Central Sales Tax(INR)	Freight & Insurance %	Freight & Insurance (INR)	Entry Tax/VAT %	Entry Tax/VAT (provided CST is not Applicable) (INR)	Other Tax component% (if any)	Total Price (INR)
Total Group – B													
Group-C : Charges for Warranty (AMC & ATS)													
1	Charges for 5 years Warranty for Server, Storage, Network Equipment , UPS at DC & DR	Lump Sum											
2	Charges for 5 years Warranty of Software at DC & DR	Lump Sum											
Total - Group C													
Group-D : Charges for FMS													
1	Charges for 5	Lump											

Sl. No.	Main Components	Qty	Unit Ex Works (INR)	Excise Duty %	Excise Duty (INR)	Central Sales Tax %	Central Sales Tax(INR)	Freight & Insurance %	Freight & Insurance (INR)	Entry Tax/VAT %	Entry Tax/VAT (provided CST is not Applicable) (INR)	Other Tax component% (if any)	Total Price (INR)
	years FMS at DC	Sum											
Total Group-D													
Group E: (Please refer to the Note No. 2 below)													
1	Charges for additional man hour for DC beyond scheduled hours i.e. beyond 30 hours quarterly	Per man hour											
2	Charges for additional man hour for DR beyond scheduled hours i.e. beyond 30 hours	Per man hour											

Sl. No.	Main Components	Qty	Unit Ex Works (INR)	Excise Duty %	Excise Duty (INR)	Central Sales Tax %	Central Sales Tax(INR)	Freight & Insurance %	Freight & Insurance (INR)	Entry Tax/VAT %	Entry Tax/VAT (provided CST is not Applicable) (INR)	Other Tax component% (if any)	Total Price (INR)
	quarterly												
Total Group E													
Grand Total (Group-A+B+C+D + E)													

Table 2: Price Schedule Details along with Bill of Quantity

Note. 1: All items EXCEPT the serial numbers– 20(a),20(b),21,22,29,38,39,40 , are Category A items with respect to warranty and Support wherever applicable.

Note. 2: Total Charges against Group E will be notional for the consideration of lowest bidder only and is not committed. The rates shall however remain fixed for the entire contract period and payment for any extra man hour charges will be made through separate purchase orders with the indicated rate and on actual additional man hour consumed.

Note 3: Accessories to include all LAN Structured cabling and Power cabling related items, like outlet, Switch board, I/O units, Cables, clamps, connectors, etc, as may be necessary.

Note 4: All items are to be delivered at DC, DRC and Remote locations mentioned in the Locations list as mentioned in Annexure 8E

Note 5: The successful bidder needs to discuss the delivery schedule and location for all the equipment, with WBPDCCL.

Annexure 8C: Bid Security Form – Bank Guarantee

Bank Guarantee

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.: _____

Date: _____

To,

West Bengal Power Development Corporation Limited
Bidyut Unnayan Bhaban, Block-LA, Plot No. 3/C, Sector-III,
Salt Lake City, Kolkata-700098, West Bengal India

Dear Sir,

In accordance with your RFP No. _____ having its Registered Head Office at _____ (hereinafter called the Bidder) wish to participate in the said RFP/Tender for _____.

As an irrevocable Bank Guarantee against Bid Security 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 Document, we, the _____

Bank at _____ having our Head Office / Registered Office at _____

(Address of Bank) guarantee and undertake to pay immediately on demand by West Bengal Power Development Corporation Limited the amount of _____ (in words and figures) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute of difference raised by the Bidder.

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

All rights of West Bengal Power Development Corporation Limited under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless the WBPDCCL brings any suit or action to enforce a claim under this Guarantee against the Bank within ninety (90) calendar days from the above mentioned expiry date of validity or, from that of the extended date.

In witness whereof the Bank, through its authorised Officer, has set its hand and stamp on this _____ day of _____ 2016 at _____.

WITNESS:

(Signature and Name) (Signature and Name)

(Official address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No. _____

Date:

Annexure 8D: Power of Attorney in favour of Signatory of the Bid

POWER OF ATTORNEY IN FAVOUR OF AUTHORISED SIGNATORY

KNOW ALL MEN BY THESE PRESENTS THAT I, _____ a Company incorporated under the Companies Act, 1956 (or equivalent Act/Law in case of Foreign Bidders) and having its registered office at _____ (hereinafter referred to as “the Company”) has been authorised by the Board of Directors of the Company, inter alia, to execute contracts in the name of and for and on behalf of the Company.

Whereas I consider it necessary and expedient that _____ of the Company be given the authority and power to sign Tender, Contract, Deeds and Instruments including amendments in connection with Tender for “Supply, Installation & Implementation of and Support for ERP Solution in the WBPDCCL” floated by The West Bengal Power Development Corporation Limited (WBPDCCL / Purchaser) vide RFP/Tender Notice No. _____.

I accordingly hereby nominate, constitute and appoint above named _____ severally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

I, the Executant do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Company if these presents had not been made.

IN WITNESS whereof I, _____ has executed these presents this the _____ day of _____ at _____.

Specimen Signature of Attorney

Name :

Designation :

Signature of Executant

Name :

Designation :

Name of Company:

Specimen Signature of Attorney

Name :

Designation :

Signature of Executant

Name :

Designation :

Name of Company:

Signature of Attorney attested

Company Seal:

Company Seal:

Annexure 8E: Delivery Locations

Sl. No.	Main Components	Qty	Delivery Location
1	RISC /EPIC Servers – DC	2<=Q<=4 for rack servers One chassis with maximum 6 blade servers	WBPDCCL Corporate Office, Kolkata
2	RISC /EPIC Servers– DRC	2 for rack servers One chassis with maximum 4 blade servers	SgTPP,
3	X86_64 Server – DC	4<=Q<=6 for rack servers One chassis with maximum 6 blade servers	WBPDCCL Corporate Office, Kolkata
4	X86_64 Server – DRC	2<=Q<=4 for rack servers One chassis with maximum 4 blade servers	SgTPP,
5	Virtualization Software - DC	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
6	Virtualization Software - DRC	Bidders need to specify	SgTPP,
7	Backup Software – DC	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
8	Backup Software –DRC	Bidders need to specify	SgTPP,
9	SAN storage – DC	Including 12850 GB usable storage as per sizing sheet & 3 TB raw storage for head room	WBPDCCL Corporate Office, Kolkata
10	SAN Storage – DRC	Including 9350 GB usable storage as per sizing sheet	SgTPP,
11	SAN Switch– DC	Minimum 2 Bidders need to specify	WBPDCCL Corporate Office, Kolkata
12	SAN Switch– DRC	Minimum 2 Bidders need to specify	SgTPP,
13	Core Switch – DC	2 No.	WBPDCCL Corporate Office, Kolkata
14	Core Switch – DRC	2 No.	SgTPP,

Sl. No.	Main Components	Qty	Delivery Location
15	Server Farm Switch-DC	2 No.	WBPDCCL Corporate Office, Kolkata
16	Server Farm Switch-DRC	2No.	SgTPP,
17	Firewall / UTM –DC	2 No.	WBPDCCL Corporate Office, Kolkata
18	Firewall /UTM –DRC	2 No.	SgTPP,
19	Firewall /UTM –Plants	10 No.	2 No. at each plant – (SgTPP, KTPS, BKTTP, BTPS, STPS)
20.(a)	Desktops (without Operating System)	150 No.	30 No. at each plant – (SgTPP, KTPS, BKTTP, BTPS, STPS)
20.(b)	Windows Volume License for desktops	150 No	WBPDCCL Corporate Office, Kolkata
21	Multifunctional Printers cum scanners cum copier and Fax	75 No.	15 No. at each plant – (SgTPP, KTPS, BKTTP, BTPS, STPS)
22	Self Service Touch Screen Kiosk	6 No.	1 No. at WBPDCCL Corporate Office, Kolkata, 1 No. at each plant – (SgTPP,KTPS,BKTTP,BTPS,STPS)
23	42 U Rack – DC	2 No.	WBPDCCL Corporate Office, Kolkata
24	42 U Rack – DRC	2 No.	SgTPP,
25	8 Port IP KVM switch- DC	2 No. (1 per Rack)	WBPDCCL Corporate Office, Kolkata
26	8 Port IP KVM switch- DRC	2 No.(1 per Rack)	SgTPP,
27	Tape Library with 4 Drives-DC	1 No.	WBPDCCL Corporate Office, Kolkata
28	Tape Library with 4 Drives-DRC	1 No.	SgTPP,
29	LTO6 Cartridge	100 No.	WBPDCCL Corporate Office, Kolkata
30(a)	Accessories(*) at DC	Lump sum	WBPDCCL Corporate Office, Kolkata
30(b)	Accessories(*) at DRC	Lump sum	SgTPP,
31	Unix OS Media	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
	Unix OS License	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
32	MS Windows 64 Bit edition Media	Bidders need to specify	WBPDCCL Corporate Office, Kolkata

Sl. No.	Main Components	Qty	Delivery Location
	MS Windows 64 Bit edition License	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
33	Linux64 Bit edition Media	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
	Linux64 Bit edition License	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
34	Backup Software Media	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
	Backup Software License	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
35	Clustering Software Media	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
	Clustering Software License	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
36	Volume copy / Point-in-time license	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
37	Replication License	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
38	Enterprise Management Software -DC	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
39	Network Monitoring Software -DC	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
40	Help Desk Software / Tool-DC	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
41	Performance Management Tool / Software-DC	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
42	Backup Software -DC	Bidders need to specify	WBPDCCL Corporate Office, Kolkata
43	Backup Software -DR	Bidders need to specify	SgTPP,
44 (a)	15 KVA UPS -DC	2 No.	WBPDCCL Corporate Office, Kolkata
44 (b)	7.5 KVA UPS - DR	2 No.	SgTPP,

Annexure 8F: Litigation History

Name of the Bidder:

Bidder should provide information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution.

Year	Award FOR or AGAINST Applicant	Name of Client, Cause of Litigation and Matter in Dispute	Disputed Amount (Current Value in Indian Rupees)

Annexure 8G: Affidavit regarding eligibility

(To be executed on non-judicial stamp paper)

I am the (title) and the duly authorized representative of(Name of the bidder) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I solemnly declare and affirm that neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees:

- m) Is debarred / black-listed from participation in procurement of ICT infrastructure equipment and support services by WBPDCCL, WBSEDCL, WBSETCL, DPL and any other wholly owned subsidiaries of Government of India or State Governments
- n) Is insolvent or is in receivership or is bankrupt or is in the process of being wound up, or have entered into an arrangement with creditors
- o) Have been found guilty of professional misconduct by a recognized tribunal or professional body or any Government authority or judiciary;
- p) Have not fulfilled obligations with regard to the payments of taxes, or other payments due in accordance with the laws of India

Further, I also declare that the affairs of the business are not being administered by a court, judicial officer or by an appointed liquidator; and the company has not suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of India.

Verified on this day of of the year..... that the particulars furnished above are true and correct to the best of my knowledge and belief and nothing in material have been concealed or misrepresented there from.

.....
(Authorized Representative and Affiant)

(The affidavit may be signed and attested in presence of a Magistrate/Notary)

Annexure 8H: Milestone Schedule For Key Activities

Bidder's Name and Address

To

Bidyut Unnayan Bhaban, 3/C, Block-LA,
Sector-III, Salt Lake City, Kolkata-700098

Dear Sirs,

We hereby declare that the following program of Supply, Installation, Implementation, Maintenance of ICT Infrastructure including Facility Management Services for ERP Infrastructure of WBPDCCL and for site delivery of all equipment and items covered under the package shall be followed by us:

S. No	Area/ Description of Milestone	Duration in months from Letter of Award	
		Start	Finish
A. Project Plan			
1	L-1 Level		
2	L-2 Level		
3		
4		
B. Supply			
2	For Compute activity at DC & DRC		
3	For Remote locations		
4			
5			
C. Equipment Installation & commissioning			
1	Resource mobilization		
2	Installation and commissioning of		
3		
D. Equipment tests where required			
1		
2		

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Seal).....

Annexure 8I: Additional Information

Bidder's Name and Address

To

Bidyut Unnayan Bhaban, 3/C, Block-LA,
Sector-III, Salt Lake City, Kolkata-700098

Dear Sirs,

S.No	Description of Information	Reference to Bidding documents	Reference to Bid Proposal
-------------	-----------------------------------	---------------------------------------	----------------------------------

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Seal).....

- Continuation sheets of like size and format may be used and annexed to this Form if required.

Annexure 8J: Contract Agreement

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____, _____, between

The West Bengal Power Development Corporation Limited of BIDYUT UNNAYAN BHABAN Block–LA, Plot No. 3/C, Sector–III, Salt Lake City, Kolkata– 700098 (hereinafter referred as “WBPDCCL” and also “the Purchaser”), the one part, and XXXXXXXXX having its Corporate Office at xxxxxxxxxxxxxxxx hereinafter referred as “xxxx” and also “the Contractor”), of the other part:

WHEREAS the Purchaser invited bids for “Supply, Installation, Implementation, Maintenance of ICT Infrastructure including Facility Management Services for ERP Infrastructure of WBPDCCL” and has accepted a Bid by the Contractor for the same in the sum of Rs. xxxxxxxxxxx.xx (in words) inclusive of taxes and duties as may be applicable (hereinafter referred to as “the Contract Price”) and whereas both the Purchaser and Contractor understand that the agreed base price sum of Rs. xxxxxxxxxxx.xx (in words) being a fixed price (as part of the “Contract Price” referred hereinabove) would be the basis of charging relevant applicable taxes during the tenure of the contract which may undergo change due to statutory compliances,

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- i. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
- ii. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 1. XXXXXXXXXXXX Dt. xxxxxxxxxxxxxxxx
 2. XXXXXXXXXXXX Dt. xxxxxxxxxxxxxxxx
 3. XXXXXXXXXXXX Dt. xxxxxxxxxxxxxxxx
 4. XXXXXXXXXXXX Dt. xxxxxxxxxxxxxxxx
 5. XXXXXXXXXXXX Dt. xxxxxxxxxxxxxxxx
 6. WBPDCCL’s LOA for “Supply, Installation, Implementation, Maintenance of ICT Infrastructure including Facility Management Services for ERP Infrastructure of WBPDCCL” : LOA Ref xxxxx Dt. xxx
 7. Proposal of XXX against RFP for Supply, Installation & Implementation of and Support for Enterprise Resource Planning (ERP) Solution in the WBPDCCL

8. Request For Proposal (RFP) for “Supply, Installation, Implementation, Maintenance of ICT Infrastructure including Facility Management Services for ERP Infrastructure of WBPDCCL”

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

- iii. In consideration of the payments to be made by the Purchaser to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- iv. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed, Sealed and Delivered by the
said (For WBPDCCL)

in the presence of:.....

Signed, Sealed and Delivered by the
said (For Bidder)

in the presence of:.....

Annexure 8K: Bank Guarantee for Contract Performance

PROFORMA FOR BANK GUARANTEE (FOR BIDSECURITY)

(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee No.: _____

Date: _____

To,
West Bengal Power Development Corporation Limited
BidyutUnnayanBhaban, Block- LA, Plot No. 3/C, Sec-tor-III,
Salt Lake City, Kolkata- 700098, West Bengal India

Dear Sir,

In accordance with your RFP No. _____ having its Registered Head Office at _____ (hereinafter called the Bidder) wish to participate in the said RFP/Tender for _____.

As an irrevocable Bank Guarantee against Bid Security 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 Document, we, the _____ Bank at _____ having our Head Office / Registered Office at _____ (Address of Bank) guarantee and undertake to pay immediately on demand by West Bengal Power Development Corporation Limited the amount of _____ (in words and figures) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute of difference raised by the Bidder.

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

All rights of West Bengal Power Development Corporation Limited under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless the WBPDCCL brings any suit or action to enforce a claim under this Guarantee against the Bank within ninety (90) calendar days from the above mentioned expiry date of validity or, from that of the extended date.

In witness whereof the Bank, through its authorised Officer, has set its hand and stamp on this _____ day of _____ 2015 at _____.

WITNESS:

(Signature and Name)

(Signature and Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney No. _____

Date:

@ This date should be initially for One hundred and eighty (180) calendar days from the next day of the last date of Bid submission and may be extended from time to time.

Annexure 8L: Bank Guarantee for Advance Payment

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Date.....

To

The West Bengal Power Development Corporation Limited

Bidyut Unnayan Bhaban

3/C, LA Block, Salt Lake

Dist: Kolkata (West Bengal)

Pin 700098

This Deed of Guarantee is executed by the # bank name & address# (hereafter referred as the “Bank”) in favour of The West Bengal Power Development Corporation Limited (hereinafter referred as “Purchaser”) for an amount not exceeding Rs.# amount in figure# only at the request of # Name of the Bidder#.

THIS GUARANTEE is issued subject to the condition that the liability of the Bank under this Guarantee is Limited to a Maximum of Rs.# amount in figure# (Rs.# amount in words#) and the Guarantee shall remain in full force up to # date of validity# and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or Before to # date of validity#

1. Whereas # Name and address of the Bidder#. one of our constituents, (hereinafter called the Service Provider) have agreed to deliver # description of LOA/PO contract No# (hereinafter called “the said contract”).
2. In consideration of the promises and at the request of the said Service Provider we hereby irrevocably undertake and guarantee to pay to the Purchaser at such other place as may be determined by you forthwith on demand and without any demur, any sum upto a maximum amount of Rs.# amount in figure# (Rs.# amount in words#) provided the Service Provider makes default in the performance of its obligations as per the contract.
3. We agree that the decision of the Purchaser that default has occurred or has been committed by the Service Provider in the performance of its services as per the contract aforesaid shall be conclusive and binding on us.
4. We undertake to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Service Provider in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. The payment so made by us under this bond shall, be a valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.
6. This Bank Guarantee remains in full force and effect up to # date of validity#.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider of the Purchaser.
8. That no claim under this Guarantee shall be entertained by us unless the same has been preferred by the Purchaser within the said date.

"Notwithstanding anything contained herein :

-
- I. Our liability under this Bank Guarantee shall not exceed Rs.# amount in figure# (Rs.# amount in words#)
- ii. This Bank Guarantee shall be valid upto # date of validity#..
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon jus a written claim or demand on or before # date of validity#..

IN WITNESS WHEREOF THE SURETY has executed this deed of Guarantee on the date month and year herein above mentioned.

Place :
Date : .

Annexure 8M: Completion Certificate

(On the letter head of the Purchaser as per provisions of GCC 28)

Date:

Contract No.:

[Name of Contract]

To: [Name and address of Contractor]

Dear Sirs,

Pursuant to the Clause GCC 28 of the General Conditions of the Contract entered into between yourselves and the WBPDCCL dated [date], relating to the [brief description of the Scope of Work], we hereby notify you that the following part(s) of the Scope of Work was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Purchaser hereby takes over the said portion(s) of the Scope of Work, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Scope of Work or part thereof: [description]

Billing Schedule Sl. No.	Description of item	Total	Quantity/Percentage (%)		
			Cumulative achieved up to last bill	Claimed in this bill	Cumulative achieved up to date

2. Date of Completion: [date]

3. Defects to be rectified, if any:

However, you are required to complete the outstanding items listed in the enclosure hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Scope of Work including Guarantee Test(s) in accordance with the Contract nor of your obligations during the Comprehensive Maintenance Support Period.

Very truly yours,

.....

Title

(Project Manager)

Encl: List of outstanding items to be completed

Annexure 8N: List of WBPDCCL Business Locations

Sl. No.	Head Quarter Locations
1.	Head Quarters at Bidyut Unnayan Bhaban, Salt Lake, Kolkata, West Bengal

Sl. No.	Plant Locations
1.	Kolaghat Thermal Power Station, Kolaghat, Purba Medinipur District , West Bengal
2.	Bakreshwar Thermal Power Station, Bakreswhar, Birbhum District, West Bengal
3.	Bandel Thermal Power Station, Bandel, Hooghly District, West Bengal
4.	Santaldih Thermal Power Station, Santaldih, Purulia District, West Bengal
5.	Sagardighi Thermal Power Station, Sagardighi, Murshidabad District, West Bengal

Annexure 80: Bid Data Sheet

The following bid specific data for the Equipment/ Materials to be procured shall amend and/or supplement the clauses in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

BDS Item No	ITB Clause Ref., if any	Description
		A.INTRODUCTION
1	ITB 1.2 ITB 1.1	Qualifying Requirements: As detailed in Annexure 8P: (Pre-Qualification Criteria)
2	ITB 1.3	Consortium is not permitted.
3	ITB 1.5	The bidder is permitted to offer to supply and/or install Equipment /Material under the Contract that the bidder did not manufacture or otherwise produce
		B. THE BIDDING DOCUMENTS
		Date of issue of Tender Document:01.08.16 to 10.08.16
		Last date of sale of Tender 10.08.16
4	ITB12	Clarifications on bidding documents : Date & Time up to which request for clarifications will be received : Date: 16.08.16 Time: (up to 04.00PM)
5	ITB 13	Pre-bid Meeting: Venue: WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED (WBPDCCL), Bidyut Unnayan Bhaban, 3/C, Block-LA, Sector-III, Salt Lake City, Kolkata-700098. If there is any change to the above, the same will be updated in the WBPDCCL official website. Date: 19.08.16 Time: 02.30 P.M
6	ITB 14	Submission of any modifications to the bid documents is not permissible after the bid submission date.

BDS Item No	ITB Clause Ref., if any	Description
		C. PREPARATION OF BIDS
7	ITB 16.7	Price Adjustment: Not Applicable on any equipment or service
8	ITB 3	The bids submitted by the bidder should remain valid for a minimum period of 180 days from the next day of the final bid submission date.
9	ITB 17	<p>Validity of Bid Security</p> <p>The bid security shall be valid for <i>two hundred and forty (240) days</i> from the date of opening of bids with a claim period of another <i>ninety (90) days</i> thereafter.</p>
		D. SUBMISSION OF BIDS
10	ITB 20	<p>Submission of bids:</p> <p>Bids to be addressed to :</p> <p>The General Manager (M&C), THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED (WBPDCCL), Bidyut Unnayan Bhaban, 3/C, Block-LA, Sector-III, Salt Lake City, Kolkata-700098.</p> <p>Date & Time up to which bids will be received :</p> <p>Date: 31.08.16</p> <p>Time: 02.00PM</p>
11	ITB 19 & 20	Pl. refer to ITB 15 & 16 for detailed procedure for arranging and submitting the bid proposal.
		E. BID OPENING AND EVALUATION
12	ITB 24	<p>Bid Opening :</p> <p>Venue:</p> <p>The General Manager (M&C), THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED (WBPDCCL), Bidyut Unnayan Bhaban, 3/C, Block-LA, Sector-III, Salt Lake City, Kolkata-700098.</p> <p>Date: 31.08.16</p> <p>Time: 03.00PM</p>

BDS Item No	ITB Clause Ref., if any	Description																		
13	SOW 4	<p>Time to complete the scope of work from the Date of LOA is as follows :</p> <p>a. Time for Completion of the Works shall be attained within 180 days from the date of LOA to the successful bidder</p> <table border="1" data-bbox="505 520 1356 1098"> <thead> <tr> <th data-bbox="505 520 607 621">Sl. No</th> <th data-bbox="607 520 800 621">Name of Work</th> <th data-bbox="800 520 1356 621">Completion Schedule</th> </tr> </thead> <tbody> <tr> <td data-bbox="505 621 607 720">1</td> <td data-bbox="607 621 800 720">Phase I</td> <td data-bbox="800 621 1356 720">90 days from the date of issue of LoA to the successful bidder</td> </tr> <tr> <td data-bbox="505 720 607 816">2</td> <td data-bbox="607 720 800 816">Phase II</td> <td data-bbox="800 720 1356 816">120 days from the date of issue of LoA to the successful bidder,</td> </tr> <tr> <td data-bbox="505 816 607 913">3</td> <td data-bbox="607 816 800 913">Phase III</td> <td data-bbox="800 816 1356 913">135 days from the date of issue of LoA to the successful bidder</td> </tr> <tr> <td data-bbox="505 913 607 1010">4</td> <td data-bbox="607 913 800 1010">Phase IV:</td> <td data-bbox="800 913 1356 1010">Within 150 days after completion of Phase III</td> </tr> <tr> <td data-bbox="505 1010 607 1098">5</td> <td data-bbox="607 1010 800 1098">Phase V:</td> <td data-bbox="800 1010 1356 1098">Within 30 days after application go-live</td> </tr> </tbody> </table> <p>b. Comprehensive maintenance, FMS support, Liaison with NBSP will start from the date of receipt of ICC for a period of 5 years</p>	Sl. No	Name of Work	Completion Schedule	1	Phase I	90 days from the date of issue of LoA to the successful bidder	2	Phase II	120 days from the date of issue of LoA to the successful bidder,	3	Phase III	135 days from the date of issue of LoA to the successful bidder	4	Phase IV:	Within 150 days after completion of Phase III	5	Phase V:	Within 30 days after application go-live
Sl. No	Name of Work	Completion Schedule																		
1	Phase I	90 days from the date of issue of LoA to the successful bidder																		
2	Phase II	120 days from the date of issue of LoA to the successful bidder,																		
3	Phase III	135 days from the date of issue of LoA to the successful bidder																		
4	Phase IV:	Within 150 days after completion of Phase III																		
5	Phase V:	Within 30 days after application go-live																		
13.1	Annexure 8H	Detailed Master Plan for different activities needs to be submitted by the successful bidder on being awarded the LOA.																		
13.2	Annexure 8H	<p>The Master Plan shall include the major activities listed below showing their inter-relationship and duration so as to meet the schedule dates mentioned above:</p> <ol style="list-style-type: none"> 1. Ordering on SI (wherever applicable) 2. Start of scope of work 3. Completion of scope of work 4. Start of placement of LOAs 5. Completion of placement of LOAs 6. Commencement of supplies 																		

BDS Item No	ITB Clause Ref., if any	Description
		<p>7. Supplies all items</p> <p>8. Completion of site delivery of equipment</p> <p>9. Commencement & completion of DC & DRC Build</p> <p>10. Commencement and completion of DC & DRC Compute (HW, NW and peripherals) and also all equipment to be delivered at remote locations</p> <p>11. Commencement and completion of DC & DRC bandwidth commissioning</p> <p>12. Readiness of the entire DC & DRC for start of ERP related installation</p> <p>13. Completion of entire scope of work</p>
13.3		<p>The key milestone dates will be discussed with the successful bidder and agreed upon before the issue of LOA. Project Schedule shall also be discussed and finalised before the issue of LOA.</p>
13.4		<p>After the LOA, the Contractor shall plan the sequence of activities to meet the above stated dates of successful completion of Works and shall ensure all work, manufacture, shop testing, inspection and shipment of the Equipment/Materials in accordance with the required scope of work.</p>
14	ITB 30	<p>Procedure of Evaluation</p> <p>Please refer ITB 30 for the process of evaluation of Bids.</p>

Annexure 8P: Pre-Qualification Criteria

Sr. No.	Clause	Documentation Required
1	The bidder should be registered under the Companies Act, 1956 and should be an established Information Technology company / IT System Integrator for more than 5 (five) years ending 31.03.2016.	<ul style="list-style-type: none"> a. Certificate of incorporation for authenticating as a Company under Companies Act.1956. b. Copy of Certificates required - ESI, PF, PAN, VAT, Service Tax Registration (Should be part of Envelope 2 and to be mentioned that without submission of these, bidders will be disqualified). c. Order copy and Completion Certificate from clients satisfying the criteria that the bidder is more than 5 years as an IT SI.
2	The bidder should have an office in Kolkata, West Bengal.	<ul style="list-style-type: none"> a. Relevant Documents supporting the existence of an office in the State.
4	<p>The bidder should submit valid letter from the OEMs confirming the following for category A items as mentioned in the BOQ- Annexure 8B:</p> <ul style="list-style-type: none"> a. Authorization from OEMs for <ul style="list-style-type: none"> I. bidder to offer respective items quoted, and also II. Undertake that the support including spares, patches for the quoted products shall be available for the next 6 (six) years. b. Confirm that the products quoted are not end of life products. c. Confirmation from OEM that the proposed Bill of Material for IT Components is in compliance and conformance to the requirement of the project 	<ul style="list-style-type: none"> a. Manufacturer Authorization Certificate (MAF) in original confirming next 6 years comprehensive support for all items quoted by bidder b. Documentary evidence/ written declaration from respective OEM confirming that the products quoted are not end of life products. c. Written Declaration by the bidder confirming the Bill of Material accompanied by written declarations from respective OEMs involved. Template
5	The bidding company should have a positive net worth for the last three years and should be profitable in the last financial year ending 31.03.2016.	<ul style="list-style-type: none"> a. Chartered Accountant certificate for Net-worth. b. Copy of the audited profit & loss account of the company showing turnover of the company for the last Financial year (up to 31.03.2016)
6	<p>Experience of having successfully completed similar type of jobs during the last seven (07) years ending last day of month previous to the one in which applications/bids are invited should be either of the following: -</p> <p style="padding-left: 40px;">Three similar completed works costing not less than Rs. 3.33 Crore each.</p>	<p>Work order and client provided completion certificate has to be enclosed.</p> <p>Audited balance sheet for the last three financial years (2013-14, 2014-15 & 2015- 16)</p>

Sr. No.	Clause	Documentation Required
	<p>or</p> <p>Two similar completed works costing not less than Rs. 4.165 Crore each.</p> <p>or</p> <p>One similar completed work costing not less than Rs. 6.664 Crore.</p> <p>Average annual turnover in the last three financial years should be at least: Rs. 2.499 Crore.</p> <p>Average net worth in three financial years should be positive.</p>	
7	<p>The bidder must have on its payroll at least 200 technically qualified professionals in the area of networking, systems integration & prior experience in providing Infrastructure maintenance services as on 31.03.2016.</p>	<p>Certificate from the authorized representative of the bidder for number of technically qualified professionals employed by the company.</p>
8	<p>a. Organisations blacklisted by the WBPDCCL, WBSEDCL, WBSETCL, DPL and any other wholly owned subsidiaries of Government of India or State Governments and such department is still in-vogue, are not eligible to participate in this bid.</p> <p>b. Further, in case any litigation w.r.t. any contract have been lodged against any bidder(s), the same shall be disclosed by authorised signatory as per Annexure 8F and in the form of Affidavit as per Annexure 8G</p> <p>c. Also in case any contract with the Bidders have been short-closed by any of the organisations due to failure on part of the Bidder , the same shall be disclosed by authorised signatory as per Annexure 8G in the form of Affidavit</p> <p>d. WBPDCCL reserves the right to reject such bids.</p>	<p>Annexure 8F</p> <p>Annexure 8G</p>

Annexure 8Q: Quality Assurance Program

Bidder's Name and Address

To

Bidyut Unnayan Bhaban, 3/C, Block-LA,
Sector-III, Salt Lake City, Kolkata-700098

Dear Sirs,

We hereby provide the necessary information on Quality Assurance Programme containing the overall Quality Management and procedures, which we propose to follow during various phases of execution of the Contract.

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Seal).....

Note:

Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Form.

Annexure 8R: Checklist for Bid Submission

Envelope 1 (Money Receipt / Cost of Tender Document and Bid Security)	Envelope 2 (Pre-qualification Bid)	Envelope 3 (Techno-commercial Bid)	Envelope 4 (Price Bid)
<p>1. Copy Of money receipt for purchase of tender document or Cost of Tender Document in case tender document is downloaded from WBPDCCL official website</p>	<p>1. Bid Form (Annexure 8A)</p> <p>Along with copy of :</p> <ul style="list-style-type: none"> • Company Registration Certificate, • Sales Tax/ VAT Registration Certificate, • ESI Registration Number • EPF Registration Number, • PAN and /or TAN Card, • Excise Registration Certificate • Service Tax Registration Certificate 	<p>1. All relevant order copy and certificates as asked in Annexure 8AF (Point no. 1,2, 3 & 8)</p>	<p>1. Price Schedule (Annexure 8B)</p>
<p>2. Original Bid Security (Annexure 8C)</p>	<p>2. Copy of Bid Security (Annexure 8C)</p>	<p>2. Responses to technical specification with documentary evidence</p>	
	<p>3. Power Of Attorney for the Authorised Signatory with a copy of the board resolution (Annexure 8D)</p>	<p>3. CVs of key resources (Annexure 8W)</p>	
	<p>4. Documentary Evidence for Prequalification (Response to Prequalification Criteria, Annexure 8P)</p>	<p>4. Power and Cooling Requirement (Annexure 8AA)</p>	
	<p>5. Litigation History (Annexure 8F)</p>	<p>5. Solution write up covering points mentioned in Annexure 8AF including Milestone Schedule For Key Activities as per Annexure 8H</p>	

Envelope 1 (Money Receipt / Cost of Tender Document and Bid Security)	Envelope 2 (Pre-qualification Bid)	Envelope 3 (Techno-commercial Bid)	Envelope 4 (Price Bid)
	6. Affidavit regarding eligibility (Annexure 8G)	6. Un-priced BOM (Annexure 8B with actual quantities BUT without price)	
	7. Any other information (Annexure 8I)	7. Signed blank form of price schedule (Annexure 8B), payment schedule (Annexure 8V), Indemnity Bond (Annexure 8T)	
	8. Manufacturers' Authorization Format (Annexure 8X)	8. Summary sheet of make and model of equipment (Annexure 8AG)	
	9. Quality Assurance Program (Annexure 8Q)	9. Signed tender document (signed by the authorized signatory) comprising of the above	
		10. Declaration that ABG & PBG will be submitted as per format in Annexure 8L and Annexure 8K only.	

Annexure 8S: Clarification on Tender Document

All the Bidders are advised to use the format given below for submission of their queries,

if any, on the Tender document. Bidders are advised to send their queries in MS Word format only and the same should be editable. Queries are to be sent either through e-mail or through printed form, as per the address details mentioned in the Bid Data Sheet.

Queries in any other form or using any other format shall not be entertained.

Sl. No	Section Title and Clause Reference	Page No.	Clause Description	Query of the Bidder/ Clarification sought by the Bidder

Annexure 8T: The Indemnity Bond

Indemnity bond to be executed by the contractor for the asset handed over by the Purchaser for performance of its contract

(To be executed on non-judicial stamp paper of appropriate value as per provisions of clause GCC 33.5)

INDEMNITY BOND

THIS INDEMNITY BOND is made thisday of 20 by(Contractor's Name) a Company registered under the Companies Act, 1956 having its registered office at (hereinafter called as 'Contractor' or "Obligor" which expression shall include its successors and permitted assigns) in favour of WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at (hereinafter called "WBPDC" which expression shall include its successors and assigns) :

WHEREAS WBPDC has awarded to the Contractor a Contract forvide its Letter of Award/Contract No.....dated and it's Amendment No. and Amendment No....., (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which WBPDC is required to hand over various Equipment to the Contractor for execution of the Contract.

And WHEREAS by virtue of Clause No..... of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of WBPDC for the assets handed over to it by WBPDC for the purpose of performance of the scope of work mentioned in the Letter of Award

NOW THEREFORE, This Indemnity Bond witnesses as follows:

1. That in consideration of DC & DRC premises and equipment as mentioned in the Contract, valued at (Currency and amount in Figures)..... (Currency and amount in words) handed over / to be handed over from time to time to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep WBPDC indemnified, for the full value of the DC & DRC Premises and equipment. The Contractor hereby acknowledges actual receipt of the Equipment etc. as per title documents handed over to the Contractor as detailed in the Schedules appended hereto. The Contractor shall hold such asset etc. in trust as a "Trustee" for and on behalf of WBPDC.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe protection and custody of the premises at WBPDC project site against all risks whatsoever till the Equipment are duly used/erected in accordance with the terms of the Contract and the Works duly erected and commissioned in accordance with the terms of the Contract is taken over by WBPDC. The Contractor undertakes to keep WBPDC harmless against any loss or damage that may be caused to the Equipment.

3. The Contractor undertakes that the premises and equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the premises and equipment shall be utilised for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
4. That WBPDCCL is and shall remain the exclusive owner of the premises and equipment free from all encumbrances, charges or liens of any kind, whatsoever. The premises and equipment and equipment shall at all times be open to inspection and checking by the Project Manager or other employees/agents authorised by him in this regard. Further, WBPDCCL shall always be free at all times to take possession of the premises and equipment in whatever form the premises and equipment may be, if in its opinion, the premises and equipment are likely to be mutualised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of WBPDCCL to return the premises and equipment without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the premises and equipment or the same is mutualised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Project Manager of WBPDCCL as to assessment of loss or damage to the premises and equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged premises and equipment at its own cost and/or shall pay the amount of loss to WBPDCCL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to WBPDCCL against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of WBPDCCL, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

For and on behalf of

.....

(Contractor's Name)

1 1. Signature.....
 2. Name.....

Signature.....
 Name.....

- | | | |
|---|-------------------|----------------------------|
| | 3. Address..... | Designation of |
| | | Authorized representative* |
| 2 | 1. Signature..... | |
| | 2. Name..... | (Common Seal) |
| | 3. Address..... | (In case of company) |

*Indemnity Bond are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity Bond, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

Since materials are likely to be handed over in phases to the Bidder for installation and commissioning, the successful bidder may attach details of serially numbered Schedule to the Bond from time to time against material hand over.

Attachments with this Indemnity Bond:

Schedule Format – 1 (For DC & DRC)					
Particulars of premises and equipment handed over	Quantity	Particulars of title Documents		Value of the premises and equipment	Signature of the Attorney in token of receipt
		Ref No & Date	Carrier		

Schedule Format – 2 (For Remote Locations)					
Particulars of premises and equipment handed over	Quantity	Particulars of title Documents		Value of the equipment	Signature of the Attorney in token of receipt
		Ref No & Date	Carrier		

Annexure 8U: Network Diagrams

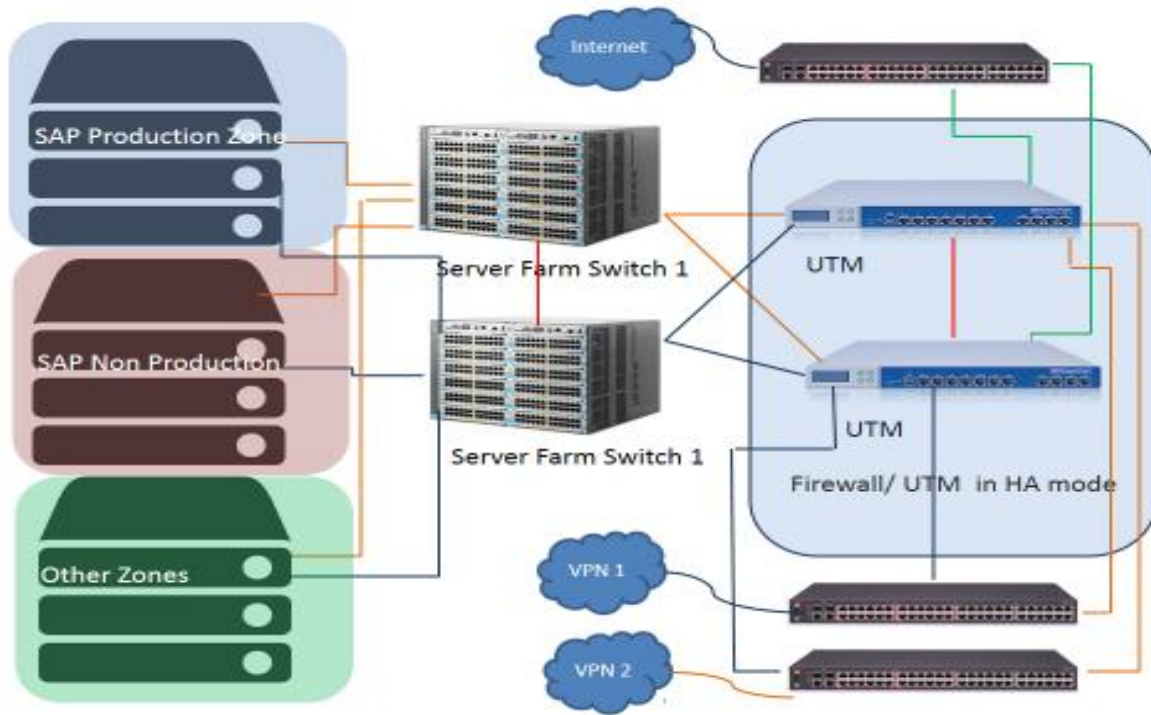


Figure-1: Network Architecture at DC and DRC

Site to site WAN connectivity Diagram is as follows

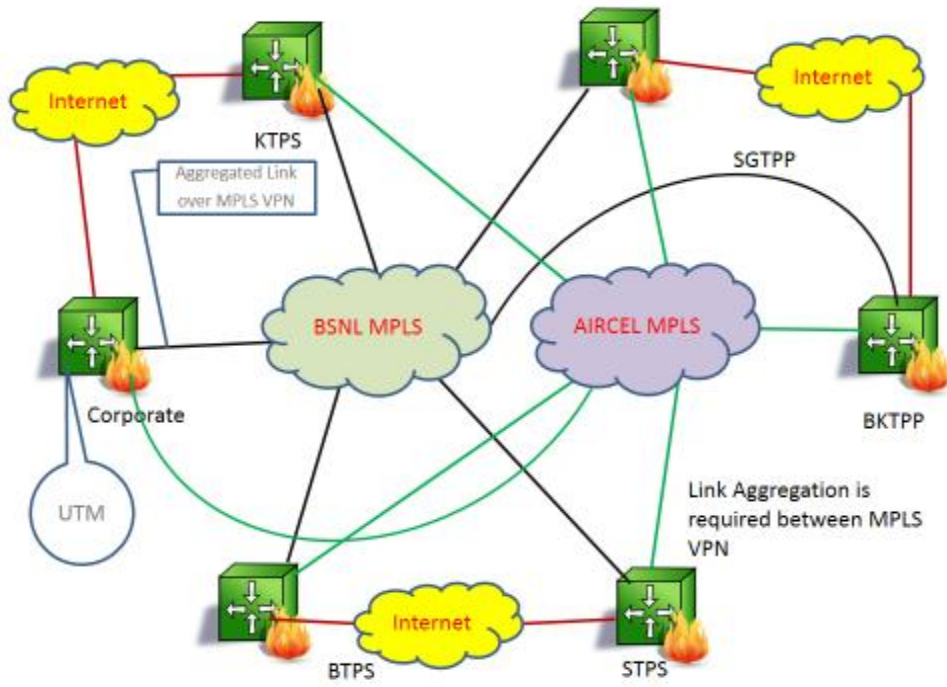


Figure-2: Site to Site WAN Connectivity Diagram

Annexure 8V: Payment Schedule

Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the following schedule:

Table A – Payment Schedule for Sl. No. 1

S. No.	Payment Schedule	Fee Payable	Remarks
1	Mobilization Advance	10% of the Supply Value	Payable against Bank Guarantee .Validity of the BG shall be for entire contract period
2	On Commissioning of Phase I	30% of the Supply Value	WBPDCCL will certify the completion of this milestone
3	On Commissioning of Phase II	20% of the Supply Value	WBPDCCL will certify the completion of this milestone
4	On Commissioning of Phase III	15% of the Supply Value	WBPDCCL will certify the completion of this milestone
5	On Completion of Phase IV	20% of the Supply Value	WBPDCCL will issue ICC
6	On Completion of Phase V	5% of the Supply Value	WBPDCCL will issue FAT

Table B – Payment Schedule for Sl. No. 2

S. No	Payment Schedule	Fee Payable	Remarks
1	On Successful Completion of Maintenance and Facility Management Support for each quarter for 5 years	For each year as per Price Schedule (Annexure 8B)	WBPDCCL will certify the completion of this milestone. Payment to be made in 4 equal installments each year at the end of each quarter after deduction as per SLA guidelines (as applicable).

Annexure 8W: Format of proposed CVs

Name of the Employee		
Total Years of Experience		
Proposed Position		
Highest Educational Qualification	Discipline:	
	Year of Passing:	
	Name of the institute:	
Experience Summary		
Details of Professional Certification	Name of Certification:	
	Certification Date:	

Annexure 8X: Manufacturers' Authorization Format

Date:

NIT No:

To:

WHEREAS _____ who are official
manufacturers of _____ having
factories at _____ do
hereby authorize _____ to submit a
bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the
following goods, manufactured by us _____ and
to subsequently negotiate and sign the Contract.

We hereby extend comprehensive maintenance for 6 years in accordance with this NIT with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

Annexure 8Y: Service Level Agreement

Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Bidder to WBPDCCL for the duration of this contract. The benefits of this SLA are to:

1. Trigger a process that applies Bidder's and WBPDCCL's attention to an aspect of performance when that aspect drops below an agreed upon threshold, or target.
2. Makes explicit the expectations that WBPDCCL has for performance from the Bidder. The Bidder and WBPDCCL shall review the performance of the services being provided by the Bidder and the effectiveness of this SLA.

Definitions

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

- i. "**Availability**" shall mean the time for which the services and facilities are available for conducting operations from the equipment hosted in the Data Centre.
- ii. "**Downtime**" is the time the services and facilities are not available and excludes the scheduled outages planned in advance for the Data Centre.
- iii. "**Scheduled Downtime**" is planned downtime that is included in the design of the system. Usually, for an activity such as software upgrade, preventive maintenance or any other planned downtime mutually agreed upon by the Bidder along with WBPDCCL.
- iv. "**Helpdesk Support**" shall mean the 16 x7x365 centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
- v. "**Incident**" refers to any event / abnormalities in the functioning of the Data Centre Equipment / Services that may lead to disruption in normal operations of the Data Centre services.
- vi. "**Service Window**" shall mean the duration for which the facilities and services shall be available at the Data Centre. Service window in this case shall be 16 x7x365 at DC .

Category of SLAs

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the Bidder shall be reviewed by WBPDCCL that shall:

- i. Regularly check performance of the Bidder against this SLA.
- ii. Discuss escalated problems, new issues and matters still outstanding for resolution.
- iii. Review of statistics related to rectification of outstanding faults and agreed changes.
- iv. Obtain suggestions for changes to improve the service levels.

The SLA has been logically segregated in the following categories:

1. IT Infrastructure related service levels

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract.

Each section outlines the service level indicators and the target performance levels to be maintained by the Agency during the contract period. This shall be used to track and report performance on a regular basis. These SLA's shall be strictly imposed, and there will be penalty imposed for not adhering to the SLA. The SLA will be measured on Quarterly basis.

Actual availability will be calculated on weighted average basis of uptime for all related equipment of that Group.

Indicative broad parameters for SLA are given below.

Sl.	Items	Measurement	Expected Minimum Availability (in %)	Actual Availability (in %)	Non Performance Deductions
1	Production Server (Unix and x86)	Availability of each Production Servers at DC and DR	99.50%	< 99.5 < 99.0	1 % of A 2 % of A

Sl.	Items	Measurement	Expected Minimum Availability (in %)	Actual Availability (in %)	Non Performance Deductions
				< 98.5 < 98.0	3 % of A 5 % of A
2	Non - Production Server (Unix and x86)	Availability of each Non - Production Servers at DC and DR	99.00%	< 99.0 < 98.5 < 98.0 < 97.5	0.5 % of A 1.0 % of A 1.5 % of A 2.5 % of A
3	Storage and Network System	Availability of Storage and Network System	99.50%	< 99.5 < 99.0 < 98.5 < 98.0	0.5 % of A 1.0 % of A 1.5 % of A 2.5 % of A
4	All items/ equipment supplied at the Remote locations	Availability of Desktops, Routers, Switches and peripherals at Remote Locations	98.00%	< 98.0 < 97.5 < 97.0 < 96.5	2 % of A 4 % of A 6 % of A 10 % of A

Where A is the quarterly value of the FMS payment schedule

2. Incident Management and trouble shooting

Definitions

Non-Availability: Is defined as, the service(s) is not available.

Severity Level 1: Is defined as, the Service is available but the critical redundant components have failed and there is urgent need to fix the problem to restore the service to the high availability Status or more than 50% users are affected.

Severity Level 2: Is defined as, the service is available but there is compromise on the features available in the Equipment / system and are required to fix the problem to bring the service to Normal Level.

Resolution Time: Represents the period of time from the problem occurrence to the time in which the root cause of the problem is removed and a permanent fix has been applied to avoid problem reoccurrence.

Recovery Time: Represents the period of time from the problem occurrence to the time in which the service returns to operational status. This may include temporary problem circumvention / workaround and does not necessarily include root cause removal.

Response Time: Represents the period of time from the problem occurrence to the time when the problem is first attended by the Bidder's engineer.

Service	Severity	Response Time (Max)	Recovery Time (Max)	Resolution Time (Max)
Production Server (Unix and x86)	Non Availability & Severity 1	15 minutes	2 hours	1 day
	Severity 2	1 hour	4 hours	2 day
Non - Production Server (Unix and x86)	Non Availability & Severity 1	30 minutes	4 hours	2 day
	Severity 2	2 hr	1 day	4 day
Storage and Network System	Non Availability & Severity 1	15 minutes	2 hours	1 day
	Severity 2	1 hour	4 hours	2 day
All items/ equipment supplied at the Remote locations (*)	Non Availability & Severity 1	4 hours	1 day	5 days
	Severity 2	1 day	3 days	7 days

(*) Calls logged within 1 PM (13:00 Hrs) needs to be attended on same day and those beyond, needs to be attended the next day. This is applicable only for the items supplied at the Remote locations.

Annexure 8Z: Design, Installation, Configuration and Integration Document

Following (but not limited) topics have to be covered while creating the document.

				Document Title
				Version and Release
				Revision History
				Preface
				Purpose of this document
				Scope of this document
				Structure of this document
				List of acronyms and abbreviation
1				Introduction
2				Over View of Installation Operation
	2.1			Services Rendered By BIDDER
	2.2			BIDDER Service Team
	2.3			Flow Diagram of Installation Steps
	2.4			Installation Details
		2.4.1		Installation of RACK
		2.4.2		Preparation for Installation
			2.4.2.1	Preparation of IP Address Scheme
			2.4.2.2	Proposed Solution Architecture
			2.4.2.3	Actual Deployment Diagram
			2.4.2.4	Network Connectivity Diagram
			2.4.2.5	Core Switch Port Details
			2.4.2.6	DMZ Switch Port Details
			2.4.2.7	Fire Wall Port Details
		2.4.3		Installation of Fire Wall

		2.4.4		Installation of VM Manager
		2.4.5		Installing VM Server on x86
		2.4.6		Creating Guest VMs from VM Manager
		2.4.7		Installation of Linux
		2.4.8		Configuration of Storage and Creating Virtual Volumes
		2.4.9		Installation of Tape Library
3				Standard Operating Procedure (SOP)
	3.1			SOP 1 (Example: System Start up Procedure) SOP 2, SOP N
4				System Parameter Tuning
	4.1			Example: Editing sysctl.conf file
	4.2			Example: Editing .bash_profile file
5				Trouble Shooting
	5.1			Topic 1
	5.2			Topic 2
	5.N			Topic n
6				Reports Management
	6.1			Daily System / Network Report
8				ANNEXURES

Annexure 8AA: Power and Cooling Requirement

Same format should be followed for DC and DR.

Sl. No.	Components	Quantity	Height in RU	Power Rating (Watt) [Quantity * Unit Power Rating]	Cooling (in BThU/hour) [Quantity * BThU/hour]
1					
2					
3					
4					
5					
6					
7					
8					
Total					
Total Current (in AMP)					

Annexure 8AB: Authorization Form

(On the letter head of Purchaser)

Ref No:

Date:

To,

M/s (Contractor's Name).....

Ref: Contract NoDated
for awarded by WBPDCCL

Dear Sirs,

Kindly refer to Contract No..... Dated for..... (Contract Name).You are hereby authorised on behalf of WBPDCCL having its registered office at to take physical delivery of materials/equipment covered under despatch Document/ Consignment Note no.....[mention LR/RR No].....dated and as detailed in the enclosed Schedule for the sole purpose of successful performance of the aforesaid contract and for no other purposes, whatsoever.

(Signature of Project Manager)

Designation:

Date:

ENCL: As above

Schedule of material/equipment covered under Despatch title document (RR/LR.No.)

S.No	Contract Name	LoA No:/ Contract Agreement No :	Description of Materials/ Equipment	Spec No.	Qty	Value	Remarks
------	---------------	----------------------------------	-------------------------------------	----------	-----	-------	---------

(Signature of the Project Manager)

(Designation).....

(Date).....

Annexure 8AC: Taking over Certificate

(On the letter head of the Purchaser as per provisions of GCC 29)

Date:

Loan/Credit No:

Tender Notice No:

[Name of Contract]

To: *[Name and address of Contractor]*

Dear Sirs,

Pursuant to clause GCC 29 of the General Conditions of the Contract entered into between yourselves and the Purchaser dated [date], relating to the [brief description of the Works], we hereby notify you that the Functional Guarantees of the following part(s) of the Works were satisfactorily attained on the date specified below.

1. Description of the Works: [description]
2. Date of Take-Over: [date]

This letter does not relieve you of your obligation to complete the execution of the Works in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

.....

Title

(Project Manager)

Annexure 8AD: Validity Extension of Bank Guarantee

(To be stamped in accordance with the Stamp Act)

Bank Guarantee No.

Date.....

To
[WBPDCCL's Address]

Dear Sirs,

Sub: Validity Extension of Bank Guarantee No. dated..... for Rs..... favouring yourselves, expiring on..... on account of M/s*..... in respect of Contract for (Insert package name)..... for Contract No. dated..... (herein after called original Bank Guarantee).

At the request of M/s*..... we Bank having branch office at and having Head Office at..... do hereby extend our liability under the above mentioned Bank Guarantee No..... dtd for a further period of.....Years/ Months from to expire on

Except as provided above, all other terms and conditions of the original Bank Guarantee No..... dtd..... shall remain unaltered and binding on us.

Please treat this as an integral part of the original guarantee to which it would be attached.

Yours Faithfully,

(Signature).....

(Name & Designation).....

(Bank's Seal).....

Authorised vide Power of Attorney No

.....

Note: The extension of the Bank Guarantee should be forwarded to the Department/Project/ Corporate Centre, from where the extension has been sought.

Annexure 8AE: No – Claim Certificate

(To be issued by the Contractor)

Name of the Package:

LoA No. /Contract No.....

Name of the Contract:

Date.....

This is to certify that we have received all payments due to us in respect of the above referred LoA/Contract and we have no claims whatsoever pending with WBPDC for this Contract.

We further confirm that we shall have no claim against this Contract in future also.

Date :

(Signature).....

Place :

(Name).....

(Designation).....

Annexure 8AF: Technical Evaluation Guide

Sl. No.	Parameters	Supporting Evidence	Maximum Marks	Methodology for computation / awarding marks
1	<p>The bidder should have experience of IT Infrastructure projects (Installation and commissioning of ICT infrastructure with server(with both RISC/EPIC &x86 hardware platform), storage and backup solution) commissioned at central DC and DR locations across India or outside for a single project within the last 5 financial years ending 31.03.2016.</p> <p>Please mention if any of the above are PSU/ Central Govt./State Govt. enterprises</p> <p>Note:</p> <p>If the bidder does not have experience of installation and configuration of any of the items mentioned above, they need to take MAF from OEMs that, respective installation & configuration will be done by the OEM.</p>	Valid order copy & completion certificate from client	20 + 5	<p>5 marks for each citation with maximum of 4 citations – 5* 4 =20</p> <p>For citations in PSU/Central/State Govt. clients, additional 4 marks (1.25*4 =5)</p>
2	The bidder should have experience of IT Infrastructure projects (Installation and commissioning of ICT infrastructure for any ERP software with servers (both RISC/EPIC &x86 hardware platform), storage and backup solution at central DC or DR or both catering minimum 5 or more dispersed locations	Valid order copy & completion certificate from client indicating the number of remote locations catered by one DC/DR	4 + 1	<p>2 marks for each citation with maximum of 2 citations – 2*2 =4</p> <p>For citations in PSU/Central/State Govt. clients, additional 4 marks (0.5*2 =1)</p>

Sl. No.	Parameters	Supporting Evidence	Maximum Marks	Methodology for computation / awarding marks
	<p>across India or outside for a single project within the last 5 financial years ending 31.03.2016.</p> <p>Please mention if any of the above are PSU/ Central Govt./State Govt. enterprises</p> <p>Note:</p> <p>If the bidder does not have experience of installation and configuration of any of the items mentioned above, they need to take MAF from OEMs that, respective installation & configuration will be done by the OEM.</p>			
3	<p>The bidder should have experience of Facility Management Services for infrastructure with server(both RISC/EPIC &x86 hardware platform), storage and backup solution covering at least 5 site locations in India, catered by one DC/DR in the last 5 financial years ending 31.03.2016 (completed or running)</p> <p>Please mention if any of the above are PSU/ Central Govt./State Govt. enterprises</p> <p>Note:</p> <p>If the bidder does not have experience of installation and configuration of any of the</p>	<p>Valid order copy / completion certificate from client indicating the number of remote locations catered by one Data centre where FMS has been provided.</p>	16 + 4	<p>4 marks for each citation with maximum of 4 citations – 4*4=16</p> <p>For citations in PSU/Central/State Govt. clients, additional 4 marks (1*4 =4)</p>

Sl. No.	Parameters	Supporting Evidence	Maximum Marks	Methodology for computation / awarding marks
	items mentioned above, they need to take MAF from OEMs that, respective installation & configuration will be done by the OEM.			
4	CVs of key resources as per Annexure 8W	Project Manager Service Manager Lead OS admin Lead NW admin	10	Marks distribution for CVs will be based on Educational Qualification, Experience and Professional Certification as mentioned below. Project Manager: Graduate Engineer: BE / BTech or Equivalent – 1 marks Relevant Experience: 1 implementation as project manager – 1 marks Certification: ITIL / PMP – 0.5 marks Service Manager, Lead OS admin and NW admin: Graduate / Diploma Engineer – 1 marks Relevant Experience: 1 implementation in the same role – 1 marks Certification: ITIL / relevant certification – 0.5 marks

Sl. No.	Parameters	Supporting Evidence	Maximum Marks	Methodology for computation / awarding marks
5.	Total Power requirement at DC as per Annexure 8AA.	(i) Necessary brochures for calculating power consumption (ii) Bidder must submit the letter from authorised signatory of the OEM that UPS of the same or higher model & capacity has been installed in last 3 years in at least 3 DC or DR in India	4	Up to 7.5 KVA – 4 marks >7.5 KVA to 15 KVA – 2 marks >15KVA -1 marks No marks will be awarded if the declaration in (ii) is not available and bid may be technically disqualified due to lack of completeness and integrity of the over all solution.
6.	Over all solution design methodology and approach covering following points a) <ul style="list-style-type: none"> • Clarity in understanding of requirements • Implementation plan • Tools proposed for managing the solution • Resource Deployment Plan • Escalation Matrix • Solution highlights / special features / value additions • Training plan b) <ul style="list-style-type: none"> • Clarity in providing the 	(a) Bidder to submit a maximum 10 pages (Arial font, 10 points text) write - up highlighting their approach and methodology for implementation phase. including solution highlights /special features / value additions and Training	20	2.5 marks for each point covered under write up (a). $7 * 2.5 = 17.5$ 2.5 marks for write up (b)

Sl. No.	Parameters	Supporting Evidence	Maximum Marks	Methodology for computation / awarding marks
	maintenance and support services in line with indicated requirements in terms of procedures, tools and resources	Plan (b) Bidder to submit a maximum 5 pages (Arial font, 10 points text) write -up highlighting their approach and methodology for FMS phase.		
7.	<p>Presentation on the proposed solution</p> <ul style="list-style-type: none"> • Clarity in understanding of requirements • Implementation plan • Resource Deployment Plan • Escalation Matrix • Solution highlights / special features / value additions • Clarity in providing the maintenance and support services in line with indicated requirements in terms of procedures, tools and resources 		10	<p>2+1+2+1+2+2 =10</p> <p>Marks mentioned in accordance with the points mentioned for presentation.</p>
8.	<p>The bidder must have at least of the following ISO certifications</p> <p>ISO 9001:2008</p> <p>ISO 10004:2012</p> <p>ISO 9001:2015</p> <p>ISO 22313:2012</p> <p>ISO/IEC 20000-1:2011</p>	Valid ISO Certificate	6	2 marks for each of 3 certifications

Annexure 8AG: Summary Sheet of Make and Model of the Equipment offered

Sl. No.	Equipment	Make	Model