

WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED
(A Government of West Bengal Undertaking)

HIDCO BHABAN, Premises No.35-1111, Biswa Bangla Sarani, Near 3rd Rotary, New Town, Kolkata-700156.

NOTICE INVITING E-TENDER

Tender No. 1488/HIDCO/ADMN-4242/2024 dated:13-06-2024

WBHIDCO LIMITED (hereinafter referred to as the “WBHIDCO”), invites online tender from well-established firms / agencies having relevant experience, in two bids format for ‘Operation and Maintenance (Non-Comprehensive) of Wi-Fi Network System of HIDCO in Newtown for a period of two (2) years.’ under WBHIDCO.

The contract will be of a period of initially two years and will be further extended by WBHIDCO, based on the requirement on yearly basis, otherwise it will stand cancel on expiry of the contract or on written notice within 30 days.

Sl. 1	Tender No. & date	1488/HIDCO/ADMN-4242/2024 dated:13-06-2024
Sl. 2	Brief description of material	Operation and Maintenance (Non-Comprehensive) of Wi-Fi Network System of HIDCO for a period of two (2) years.
Sl. 3	Earnest Money Deposit	Rs. 50,000/- (Rupees Fifty thousand only) to be deposited online
Sl. 4	Contact Person	Mr. Subhankar Dutta, SM(IT) / Sukalpa Mallick, Network Manager West Bengal Housing Infrastructure Development Corporation Limited (WBHIDCO Limited.) HIDCO BHAWAN, Premises No.35-1111, Biswa Bangla Sarani, 7 th Floor, Action Area-IA, New Town, Kolkata – 700 156. For any query mail to: e-mail: network.manager@wbhidco.in Contact No.-9804366021

Intending bidder may download the tender documents from the website <https://wbtenders.gov.in/> directly with the help of Digital Signature Certificate. Cost of Earnest Money Deposit (EMD) may be remitted through online process as described below: -

Necessary Earnest Money amount will be deposited by the tenderer electronically online through his/her net-banking enabled bank account, maintained at any bank or offline through any bank by generating NEFT/RTGS challan from the e-tender portal.

Intending tenderer will get the beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective bank as per Beneficiary Name, Account Number, Amount, Beneficiary Bank Name (ICICI Bank Limited), IFSC Code and e-procurement Ref. No.

Tenderers are also advised to submit EMD of their bid at least 3 (three) working days before the bid submission closing date (05-07-2024 at 16:00 Hrs) as it requires time for processing of payment of EMD.

Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed on the website <https://wbtenders.gov.in/>

The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the 'Tender Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

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The Tender document comprises of the following:		
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CHAPTER- 1
GUIDANCE FOR E-TENDERING

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the Bidders to participate in e-Tendering.

•Registration of Bidder:

Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to <https://wbtenders.gov.in>. The Bidder is to click on the link for e-Tendering site as given on the web portal.

• Digital Signature Certificate (DSC):

Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.

•The Bidder can search & download N.I.T. & BOQ electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

•Participation in more than one work:

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If, found to be applied severally in a single job, all the applications will be rejected.

•Submission of Tenders:

Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

The proposal should contain scanned copies of the following in two covers (folders).

A. TechnoCommercialCover:

Technical Document1

1. Earnest Money Deposit (EMD) document
2. Bid Form as per format (Annexure-D)

Technical Document2

1. Copy of N I T duly stamped & signed
2. Declaration of Eligibility Criteria, Annexure- E

Technical Compliance

1. Technical Specification with Compliance Statement

B. FinancialCover:

BOQ will be downloaded and same will be uploaded with quoted rates. While uploading BOQ file name shall remain unchanged. Absence of this document shall lead to summary rejection of the bid. Price should be quoted including all Taxes and Duties.

It is a turnkey project. Any other equipment/ module/ accessories required to complete the project for achieving the above-mentioned objective, will have to be provided by the bidder and for that no additional payment will be made.

NON-STATUTORY COVER (MYSPACE) CONTAIN FOLLOWING DOCUMENT:

(In each folder, scanned copy will be uploaded in single file having multiple pages)

Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	<ul style="list-style-type: none">• GST Registration Certificate• Copy of Registration of Company Certificate,• Trade License• Document of Kolkata Office• Self Declaration that the bidder shall not have been blacklisted by any Govt. department.
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	Order copies for experience certificate
		B2. COMPANY DETAILS 2	Order copies as per evaluation criteria
C	CREDENTIAL	CREDENTIAL 1	Bidder's Details as per format (CHAPTER – 3)
D	FINANCIAL INFO	WORK IN HAND	Financial Capability of Bidder as per format (CHAPTER – 3)
		P/L & BALANCE SHEET 2019-20	P/L & BALANCE SHEET 2020-21
		P/L & BALANCE SHEET 2020-21	P/L & BALANCE SHEET 2021-22
		P/L & BALANCE SHEET 2021-22	P/L & BALANCE SHEET 2022-23
E	DECLARATION	DECLARATION 1	<ul style="list-style-type: none">• Call Centre/ Service Centre at Kolkata• Detailed Maintenance Plan
		DECLARATION 2	Customer Feedback as per evaluation criteria
F	MANPOWER	TECHNICAL PERSONNEL	List of Technical personnel
		TECHNICAL BROCHURE	<ul style="list-style-type: none">• Product brochure• Other documents, if any

CHAPTER- 2

OBJECTIVE OF THE PROJECT

OBJECTIVE

WBHIDCO LIMITED invites online tender from well-established firms / agencies having relevant experience, in two bids format for 'Operation and Maintenance (Non-Comprehensive) of Wi-Fi Network System of HIDCO in Newtown for a period of two (2) years.' under WBHIDCO.

CHAPTER 3

SCOPE OF WORK, ELIGIBILITY AND TECHNICAL NOTE

SCOPE OF WORK

1. Operation and Maintenance (Non-Comprehensive) of Wi-Fi Network System of HIDCO in Newtown along Major Arterial Road (MAR 1111) from Haldiram, City Center-II along MAR-1111 up to Keshtopur Cannel bridge for the existing Hardware Architecture only. This includes configuration & Integration through programming of entire Network of HIDCO Wi-Fi Network System time to time at different POP's /Nodes as per the requirement at different locations e.g. HIDCO Bhavan, e-health center, ECO-Island, NKDA's office at AA-IIC, Nazrulthirtha, Conventional Center, Business Club, Misti Hub, Kolkata Gate, Snehodia, NKDA New Building, ECO Park Health Centre, DPS-V, ECO Park Server Room, Subway (3B), SWM Museum,, Harinalaya, ECO Park Gate- 1 to 4, ECO Park Gate-5& 6 etc. where systems are commissioned by sharing of the existing Bandwidth of HIDCO's Wi-Fi Network System. All accessories to be provided by WBHIDCO.

- Maintenance (Non-Comprehensive) and Management of entire Hardware System used in HIDCO's Wi-Fi Network System as per equipment list below:

Equipment list installed in HIDCO's Wi-Fi Network server room situated in the NTTIDCO office at CD-6&7, 04-2222, MAR (SE), 1 st & 2 nd Floor, AA-IC, Newtown - 700156			
	Equipment	Model Number	Qty
1	Network Switch	3650/24 Port (Cisco)	1
2	Network Router	4400 (Cisco)	1
3	Network Firewall	ASA5525X (Cisco)	1
4	WIFI Controller LAN	WLC 9800 (Cisco)	1
5	Network Switch	2960X	1
6	Network Switch	C3850 (Cisco)	2
7	Network Switch	C3850 (Cisco)	1
8	Network Management Server	Cisco Prime UCSC2200M3	1
9	24 Online SMS system	Model- SMS2500I	1

Access Point			
1	RAP	Access Point (1572)	10
2	MAP	Access point (1562E)	13

UPS			
1	APC	GE602R21035 (6KVA)	1

- Maintenance (Non-Comprehensive) and Management of entire underground Telecom Network Infrastructure including the locations where high speed internet services are provided as per the list below :
 - I. HIDCO's Wi-Fi Networking Services along Main Traffic Corridor from Haldiram, City Center-II along MAR-1111 up to Kestopur Cannel bridge using one no 40/33mm PLB HDPE Duct for drawing of one no. 4 core optical fiber cable for the sharing the Bandwidth homogeneously to every Wi-Fi access node to ensure seamless operation of the Wi-Fi services
 - II. High Speed Internet Connection at Senior Citizen Park (Swapno Bhor) in Action Area-I for the connectivity of e-Heath Centre by drawing of one no 24 strand optical fibre cable through a 40/33mm PLB HDPE duct from existing HIDCO's W-Fi Network System by sharing the Bandwidth
 - III. High Speed Internet Connection at Utility Building in Acton Area-II for the connectivity of the Office of NKDA and e-health Centre by drawing of one no. 24 strand optical fibre cable through a 40/33mm PLB HDPE duct from existing HIDCO's Wi-Fi Network System by sharing the Bandwidth.
 - IV. High-Speed Internet Connection for the connectivity of e-Heath Centre in Action Area-III by drawing of one no 24 strand optical fibre cable through a 40/33mm PLB HDPE duct from existing HIDCO'S WI-FI Network System by sharing the Bandwidth
 - V. High-Speed Internet Connection for the connectivity of Business Club in Action Area-I by drawing of one no 24 strand optical fibre cable through a 40/33mm PLB HDPE duct from existing HIDCO's WI-FI Network System by sharing the Bandwidth
 - VI. High-Speed Internet Connection for the connectivity of Misti Hub in Action Area-II by drawing of one no. 24 strand optical fibre cable through a 40/33mm PLB HDPE duct from existing HIDCO's Wi-Fi Network System by sharing the Bandwidth
 - VII. Extension of High-Speed Internet Connections at "Snehodiya" by drawing of one no. up to 24 strand optical fibre cable through a 40/33mm PLB HDPE duct from existing HIDCO's Wi-Fi Network System by sharing the Bandwidth
 - VIII. High-Speed Internet Broadband Connection to the Convention Center for the connectivity at main Convention Center building & annex. building at AA-II by drawing of one no. up to 24 strand optical fibre cable through a 40/33mm PLB HDPE duct from existing HIDCO's Wi-Fi Network System by sharing the Bandwidth
 - IX. High-Speed Internet Broadband Connection at "server room" for the implementation of AI in existing CCTV cameras within ECO park Gatte-3 at AA-II by drawing of one no. up to 24 strand optical fibre cable through a 40/33mm PLB HDPE duct from existing HIDCO's Wi-Fi Network System by sharing the Bandwidth
 - X. Internet leased line Connection of 8 Mbps for the office work along with operation of website hosted server at NKDA office in Action Area-IA by drawing of one no. up to 24 strand optical fibre cable through a 40/33mm PLB HDPE duct from existing HIDCO's Wi-Fi Network System by sharing the Bandwidth
 - XI. High-Speed Internet broadband Connection at "NKDA office at Utility building" in Action Area-IA by drawing of one no. up to 24 strand optical fibre cable through a 40/33mm PLB HDPE duct from existing HIDCO's Wi-Fi Network System by sharing the Bandwidth
 - XII. High-Speed Internet broadband Connection at "Health Center", near DPS-5, DG Block in Action Area-II by drawing of one no. up to 24 strand optical fibre cable through a 40/33mm PLB HDPE duct from existing HIDCO's Wi-Fi Network System by sharing the Bandwidth
 - XIII. High-Speed Internet Broadband Connection at "sub-way of Akhankha More" in Action Area-IIC by drawing of one no. up to 24 strand optical fibre cable through a 40/33mm PLB HDPE duct from existing HIDCO's Wi-Fi Network System by sharing the Bandwidth
 - XIV. High-Speed Internet Broadband Connection at "SWM Museum" in Action Area-I by drawing of one no. up to 24 strand optical fibre cable through a 40/33mm PLB HDPE duct from existing HIDCO's Wi-Fi Network System by sharing the Bandwidth

2. ELIGIBILITY CRITERIA:

The Agencies who will fulfil the following requirements will be eligible to apply:

S/L	Eligibility Criteria	Supporting Documents
1	Company/Firm must be registered in West Bengal	Submit certificate.
2	Bidder must have office in Kolkata.	Bidder must submit the address mentioned in their GST and Trade License. Submit copies of GST certificate and Trade License showing the business address.
3	Bidder's need to submit the last three years ITR & Balance sheet.	ITR and Balance sheet FY 20-21, 21-22, 22-23
4	Bidder/firm must be profitable from last three financial years.	Submit balance sheet of last three years.
5	Bidder's last year turn over not less than 4 CR	Submit the audited balance sheet FY 22-23
6	Bidder must have PF & ESI.	Submit the latest PF & ESI documents.
7	Bidder must be ISO 27001:2013 Certified.	Submit certificate.
8	Bidder must have experience of a minimum of 100 KM optical fiber supply, laying, and maintenance.	Submit a minimum single work order of 1.5 CR including taxes and completion or running certificate.
9	Bidder must have experience in the supply and implementation of Wi-Fi Access Points and Network Switches, with a minimum single work order value of 4 CR including taxes.	Submit the work order.
10	Bidder should have two B.Tech engineer in Electronic & Telecommunication Engineering background on their payroll, with a minimum of 5+ years of work experience in the telecom technical background.	Submit the CV, certificate, and experience proof documents of the engineer, along with payroll proof documents.

4. Technical Note:

- I. Ensure 24 X 7 connectivity of Internet leased line at all locations
- II. Ensure Packet Losses: Less than 0.5 % (Average over 1000 ping) at any given point of time.
- III. Ensure Latency: Less than 100ms from all locations to ISP's tier 1 peering point.
Latency will be randomly checked on daily basis. In case of non-adherence latency limit, the link will be considered as down with effect from time of detection till the time is restored
- IV. Ensure Network Availability (uptime): Minimum 99.5 % uptime (monthly).
- VI. Need various reports for performance, monitoring / usage to be submitted by the agency on weekly or monthly basis or as per our day-to-day requirement.
- VII. Downtime Calculation: Downtime shall be calculated as (Total Time–Down Time) X100/Total Time.
- VIII. Ensure the response time for attending the faults will be 1 Hour after they are reported to the agency.
- IX. For ISP faults, ensure that the ISP rectifies the fault within 12 and the vendor will arrange temporary replacements OR what further action will be taken.

5. OTHERS

- 5.1 The tenderer should not have been debarred or blacklisted by any Central / State Government or any State Government Department(s) and the tenderer should not have any litigation in any of the Court(s). An affidavit to that effect on Non-Judicial Stamp paper of Rs.100/- duly notarised shall be enclosed with the technical bid. The proforma of the affidavit is attached with the tender as Annexure – A.

Note: If the tenderer is black listed by any Central/ State Government or any State Government department(s) or has any ongoing litigation leading to black listing, then the company is not eligible to participate in the tender.

- 5.2 Bidder should submit Earnest Money Deposit (EMD) of Rs. 50,000.00 (Rupees Fifty Thousand only) electronically online through his/her net-banking enabled bank account, maintained at any bank or offline through any bank by generating NEFT/RTGS challan from the e-tender portal.
- 5.3 The tenderer shall submit the one copy of the tender document and addenda thereto, if any, with each page of this document signed and stamped to as a proof to confirm the acceptance of entire terms & conditions of the tender by the tenderer.
- 5.4 The tenderer should have at least two Network Infrastructure operation and maintenance orders of minimum 50 lakhs each within the last three years in India. Purchase Order copy should be enclosed along with performance certificate from user.
- 5.5 The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26-Dec-2011). Declaration on bidder's letter head to be submitted.

The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as required / or mentioned in tender document are liable to be summarily rejected.

WBHIDCO LIMITED reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.

CHAPTER- 4

DATE AND TIME SCHEDULE

TenderNo. 1488/HIDCO/ADMN-4242/2024 dated:13-06-2024

Sl. No	Particulars	Date & Time
1.	Date of uploading of N.I.T. & other Documents (online)	13-06-2024
2.	Documents download/sell start date (Online)	13-06-2024 from 18:00 Hrs.
3.	Prebid Meeting	20-06-2024 At Conference Room, 3 rd Floor HIDCO Bhaban All prospective bidders are requested to send their queries in email to network.manager@wbhidco.in by 19-06-2024
3.	Documents download/sell end date (Online)	05-07-2024 upto 15:00 Hrs
4.	Bid submission start date (On line)	25-06-2024 from 15:00 Hrs
5.	Bid Submission closing (On line)	05-07-2024 at 16:00 Hrs
6.	Bid opening date for Technical Proposals (Online)	07-07-2024 at 17:00 Hrs or any convenient date thereafter
7.	Date of uploading the final list of Technically Qualified Bidder(online) after disposal of appeals, if	To be Notified
8.	Date for opening of Financial Proposal (Online)	To be Notified

CHAPTER-5

INSTRUCTIONS TO BIDDER

1. LOCAL CONDITIONS

It shall be the responsibility on each tenderer to fully inform / acquaint / familiarized itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid shall visit and make themselves thoroughly acquainted with the local site conditions.

WBHIDCO shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by WBHIDCO, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on this tender document will be entertained by WBHIDCO.

2. VALIDITY

Quoted rates must be valid for a period of 180 days from the stipulated due date of submission of bid. The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity. In case the tenderer(s) withdraws, modifies or changes his offer during the bid validity period, the earnest money deposited by him shall be forfeited without assigning any reason thereof. The tenderer(s) should be ready to extend the validity, if required.

3. INSTALLATION & COMMISSIONING

Project will be completed within 6 weeks from the date of issue of the Letter of Intent (LOA) / Work order. All the aspects of safe delivery, installation, commissioning and uplink of the connectivity shall be the exclusive responsibility of the Service Provider.

If the Service Provider fails to uplink the connectivity by the specified date, then the penalty at the rate of 1% per week of the total order value subject to maximum of 10% of total order value will be deducted.

4. Security Deposit

- Security Deposit should be 10% of the Work Value.
- The Earnest Money deposited by the successful contractor with his tender will be retained by WBHIDCO as part of Security for the due and faithful fulfilment of the contract by the contractor. The balance to make up the Security Deposit, may be submitted in Demand draft in favour of WBHIDCO Ltd, payable at Kolkata.

5. PAYMENT TERMS & CONDITIONS:

- Payment will be done on quarterly basis at the end of each quarter on submission of invoice along with satisfactory service report from WBHIDCO. Agency will raise the bill at least two weeks in advance before the end of each quarter.

6. CONTRACT PERIOD:

The contract period for 'Operation and Maintenance (Non-Comprehensive) of Wi-Fi Network System of HIDCO in Newtown' would be initially for two years and will be further extended, based on the performance and requirement of the Project on yearly basis, otherwise it will stand cancelled on expiry of contract or on written notice within 30 days.

The agreed price would be applicable throughout the contract period. No hike in price would be admissible; however, if the prices are reduced on any account, benefit of the same should be passed on to WBHIDCO LIMITED.

7. TENDER PREPARATION COST:

The tenderer shall solely bear all costs associated with the preparation and submission of the bid, including the site visit etc. WBHIDCO shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case such costs shall be reimbursed by WBHIDCO

8. Financial Proposal

The financial proposal should contain the following documents in one cover (folder) i.e., Bill of Quantities (BOQ). The contractor is to quote the rate (**inclusive of all taxes**) online through computer in the space marked for quoting rate in the BOQ.

Only downloaded copies of the above-mentioned documents are to be uploaded virus scanned & Digitally Signed by the contractor.

Financial capacity of a bidder will be judged on the basis of information furnished in CHAPTER - 2.

Penalty for suppression / distortion of facts:

If any tenderer fails to produce the original hard copies of the documents like Completion Certificates and any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

8.1 Rejection of Bid:

WBHIDCO reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

8.2 Quantity to be ordered

The purchaser reserves the right to increase and /or decrease the order quantity by a quantity not exceeding 20% of the ordered quantity on the same price and terms and conditions during the currency of the contract, with suitable delivery schedule for the enhanced quantity.

9. TENDER EVALUATION:

WBHIDCO will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in two stages as:

(a) Stage – I (Technical Evaluation):

- (i) WBHIDCO shall evaluate the technical bid(s) to determine whether these are qualifying the essential eligibility criteria, whether the tenderer has submitted the EMD, whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to submitted with technical bid are submitted and whether bids are completed and generally in order.

- (ii) After evaluation of technical bid(s), a list of the qualifying tenderer(s) shall be made. Short-listed tenderer(s) shall be informed of the date, time and place of opening of financial bid(s) and they may attend or depute their authorized representative/s to attend the opening of financial bid(s) on the scheduled date & time. The representative(s) should have a letter of authority to attend the price bid(s) opening event.

(b) Stage – II (Financial Evaluation):

- (i) The financial bid(s) shall be evaluated on the basis of the total cost quoted by the tenderer.

10. AWARD OF CONTRACT:

After due evaluation of the financial bid(s), WBHIDCO will award the contract to the lowest evaluated responsive tenderer (hereinafter referred to as the “agency”).

11. COMMENCEMENT OF CONTRACT:

The agency shall commence the work from the date of receipt of acceptance of the Letter of Acceptance (LOA) / work order which shall be accepted by the agency within not more than 5 days from the receipt of the work order or 7 days from the date of said order whichever is earlier.

12. SERVICE PROVIDER OBLIGATIONS

1. The agency shall be responsible for maintaining the Operation of HIDCO's Wi-Fi Network System along Main Traffic Corridor (MAR 1111) from Haldiram, City Center-II along MAR-1111 up to Keshtopur Cannel bridge for the existing Hardware Architecture only. This includes configuration & Integration through programming of entire Network of HIDCO Wi-Fi Network System time to time at different POP's /Nodes as per the requirement at different locations, at all the time throughout the contract period.
2. The agency shall be responsible for WBHIDCO's commissioning and configuring of hardware and uplink of connectivity.
3. Liaisoning (if required) with other firm(s) for operation and maintenance of connectivity between HIDCO server room and different locations, shall be the responsibility of the Agency.
4. The agency would ensure that the local loop provisioning does not violate any regulations as laid by Government of India / TRAI in respect of such links / networks.
5. The agency will do preventive maintenance once a month for upkeep of the systems running. The schedule will have to be adhered to strictly by him.

13. ARBITRATION:

In case of any dispute or difference arising out of or in connection with the tender conditions / job order and Contract, WBHIDCO and the Agency will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by WBHIDCO LIMITED.

The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Kolkata only. The decision of the Arbitrator shall be final and binding on both the parties.

14. JURISDICTION:

The courts at Kolkata alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract. It is specifically agreed that no court outside and other than Kolkata Court shall have jurisdiction in the matter.

15. CLARIFICATION:

The prospective tenderer(s) requiring any clarification regarding the tender document are requested to

contact System Manager (IT), WBHIDCO LTD. The Purchase Section will respond in writing to any request for clarification, which is received not later than the 7 days for last date of submission of Tender.

At any time prior to the deadline for submission of bids, WBHIDCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.

The amendment will be sent to the prospective tenderer(s). In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, WBHIDCO may, at its discretion extend the deadline for the submission of Tender.

16. Safety Measures

The Contractor only shall in the course of execution of the work take all necessary precaution for the protection of all persons and property. The Contractor shall take adequate measures to protect the work and prevent accident during the work. In the event of any accident to any person or persons or damage or injury of any description to any person or property due to failure on the part of the contractor in taking proper precautionary measures the contractor shall be responsible for and must make good the loss the damage at his own cost to the satisfaction of the department and employees of the department shall be indemnified from all claims or liabilities arising there from or any expenses incurred on account thereof.

17. Equipment

All tools & tackles necessary for the work shall have to be procured by the contractor unless otherwise specified elsewhere in these tender documents. The equipment used by the contractor for a particular work must be appropriate for the type of work. The contractor shall maintain the equipment used on the work properly so that they are in good working condition. In no case shall the contractor use defective or imperfect equipment in the work. The contractor shall arrange to replace or repair all defective equipment so that the progress of the work is not hampered. No defective equipment should be left at the site of work and the department shall not be responsible for any loss or damage to any of this equipment during the course of the execution of the work.

18. Sub-Contract

The purchaser (WBHIDCO LIMITED) does not recognize the existence of Sub-Contractors. The Contractor's responsibilities are not transferable. All responsibility goes to the main bidder.

19. Termination for Default

WBHIDCO LIMITED may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the contractor, terminate the order in whole or in part. If the contractor materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by WBHIDCO LIMITED in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WBHIDCO LIMITED. If the project (delivery, installation as well as warranty maintenance support) is not carried out according to specification due to deficiency in service as per terms of the contract. In such case WBHIDCO LIMITED will invoke the amount held back from the contractor as PBG.

20. Bankruptcy

If the contractor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, WBHIDCO LIMITED shall be at liberty to terminate the engagement forthwith without any notice in writing to the contractor or to the liquidator or receiver or to any person in whom the contractor may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by WBHIDCO LIMITED.

21. Force Majeure

- The bidder shall not be liable for forfeiture of its earnest money, security deposit, liquidated damages, or termination for default, if and to the extent that its delays in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

- For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

It is hereby defined as any cause, which is beyond the control of the Contractor or WBHIDCO LIMITED as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area
- Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority
- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster

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 of the event of Force Majeure within fourteen days after the occurrence of such event. 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 party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure up to its or their performance of the Contract and to fulfil its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall

- Constitute a default or breach of the contract.
- Give rise to any claim for damages or additional cost or expense occurred by the delay or non-performance

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

22. Insurance Coverage

Appropriate insurance to cover all solution components for the transit period and until the time of its acceptance at the respective site is to be taken by the contractor. As the contractor will carry the risk for the material in his books during transit, the contractor should arrange insurance for the total system as period from the dispatch till Acceptance Test is successfully achieved. Further the contractor is to take all required insurance coverage in respect of all its personnel who shall be working on this engagement.

Annexure - A

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

Ref: Tender no. 1488/HIDCO/ADMN-4242/2024 dated:13-06-2024

(on Bidder's letter Head)

I/We ----- (Tenderer) hereby declare that the firm/ agency namely M/s. ----- has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

In case the above information found false I / we are fully aware that the tender/ contract will be rejected / cancelled by WBHIDCO LIMITED, HIDCO BHABAN, Premises No.35-1111, Biswa Bangla Sarani, near 3rd Rotary, New Town, Kolkata-700156, and EMD / SD shall be forfeited.

In addition to the above, WBHIDCO LIMITED will not be responsible to pay the bills for any incomplete / partially completed work.

(Head of the organisation/ Regional Head)

Address _____

Annexure - B

Deleted

Annexure - C

Deleted

Annexure D

BIDFORM

(Bidders are requested to furnish the Bid Form in the Format given in this CHAPTER, filling the entire Blank and to be submitted on Letter Head)

To,
WBHIDCO LIMITED
HIDCO BHABAN, Premises No.35-1111, Biswa Bangla Sarani, Near 3rd Rotary,
New Town, Kolkata-700156

Sub: for 'Operation and Maintenance (Non-Comprehensive) of Wi-Fi Network System of HIDCO in Newtown for a period of two (2) years' under WBHIDCO.

Dear Sirs,

1. We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. 1488/HIDCO/ADMN-4242/2024 dated:13-06-2024 do here by propose to execute the job as per specification as set forth in your Bid documents.
2. The price quoted are firm during the entire period of execution irrespective of date of completion and not subject to any price adjustment as per in line with the Bid documents. The price and others terms & conditions will remain valid for a period of 180 (One hundred eighty) days from the date of price bid opening and it shall remain binding upon us for acceptance at any time before the expiry of the period. We further declare those prices quoted in our proposal are in accordance with Bid document.
3. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipment and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
4. Earnest Money Deposit through online NEFT/RTGS (UTR no. _____
_____ Dated _____ Drawn on _____
_____)
5. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
6. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.

7. We agree that WBHIDCO LIMITED reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, thisday of2024

..... Signature

..... Name in full

..... Designation

Signature Verified by Head of Institution

.....
Name & Designation

.....
Full Signature & Stamp

Annexure- E

DECLARATION OF ELIGIBILITY CRITERIA

[Tender No. 1488/HIDCO/ADMN-4242/2024 dated:13-06-2024 (In Bidder's Letter Head)]

Sl. No.	Eligibility Criteria	Document Submitted	Reference Document Submitted
1	The Bidder must be a company registered under the Companies Act,1956 of India. Documentary (Certificate of incorporation) evidence to be submitted.	Yes/No	
2	The Bidder should have their presence in Kolkata with own office. Valid proof should be submitted along with the bid.	Yes/No	
3	The Bidder should have valid GST Registration Certificate, Service Tax Registration Certificate & Trade License. Bidder shall have to submit photocopy of the documents.	Yes/No	
4	The Bidder should have at least two Network Infrastructure operation and maintenance orders of minimum 50 lakhs each within the last three years in India.	Yes/No	
5	Bidder should provide dedicated local call center/ service center number. Call center/ service center number with details support escalation matrix to be submitted.	Yes/No	
6	Bidder should submit Earnest Money Deposit (EMD) of Rs. 50,000.00 (Rupees Fifty thousand only) INR through online in the e-tender portal.	Yes/No	
7	The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26- Dec-2011). Declaration on bidder's letter head to be submitted.	Yes/No	

Note: All the eligibility criteria as mentioned in the chapter 3 should be fulfilled by the bidder.

Stamp & Signature of Bidder