

Annexure 1**WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED****(A GOVERNMENT OF WEST BENGAL ENTERPRISE)****IT & C CELL: 3rd FLOOR, 'D'- BLOCK**

Vidyut Bhavan: Bidhannagar : Kolkata -700 091

e-mail:itcell@wbasedcl.in

CIN:U40109WB2007SGC113473

BID PROPOSAL**From :**

Bidder's Name and Address :
Contact person :
Designation :
Telephone No. - (L/L & mobile) :
Telex / Cable :
Fax :
Tender Reference :

To**The Chief Engineer IT & C,****IT & C Cell,****West Bengal State Electricity Distribution Company Limited,****3th Floor, Block 'D', Vidyut Bhavan.,****Bidhannagar,****Kolkata- 700 091.**

Sub.: Invitation to bid for Content Management for the Web Portal of WBSEDCL
(wbasedcl.in)

Dear Sir,

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

a) PRICES AND VALIDITY:

1. The prices of all items as stated in the bid are FIRM during the entire period of contract irrespective of date of completion and not subject to any price adjustment as per in line with the Bidding Documents. All prices and other terms and conditions of this proposal are valid for a period of **180 (one hundred eighty)** days from the date of opening of the bids (Cover-1). We further declare that prices stated in our proposal are in accordance with your bidding.
2. We confirm that **quoted rate is excepting Applicable GST.**

b) BID GUARANTEE:

We have enclosed a Bid Guarantee in the form of
..... drawn in favour of WBSEDCL for an amount of **Rs.**
..... & valid upto

c) DEVIATIONS:

We declare that contract shall be executed strictly in accordance with the specifications and documents.

d) WORK SCHEDULE:

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in NleT/LOA/LOI. We fully understand that the work completion schedule stipulated in the proposal is the essence of the Contract, if awarded. The completion schedule of the various major key phases of the work will be as per time Schedule submitted by us and approved by WBSEDCL in order to maintain the completion time schedule of bid documents.

e) CONTRACT PERFORMANCE GUARANTEE:

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value for Rs. as stipulated in Bid document in the form of Bank Guarantee (Please specify the form of guarantee) in your favour and enter into a formal agreement with you within stipulated time as mentioned in bid from the date of placement of Letter of Award.

Thanking you, we remain,

Date _____

Place _____

Yours faithfully,

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

Annexure 2**WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED****(A GOVERNMENT OF WEST BENGAL ENTERPRISE)****IT & C CELL: 3rd FLOOR, 'D'- BLOCK**

Vidyut Bhavan: Bidhannagar : Kolkata -700 091

e-mail:itcell@wbasedcl.in

CIN:U40109WB2007SGC113473

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

Ref. No. :

Date :

ToThe West Bengal State Electricity Distribution Company Ltd.Vidyut BhawanDJ Block, Sector - IISalt Lake, Kolkata - 700 091

Dear Sirs,

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

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

We, the _____ Bank at _____ having our Head Office at _____ (Address of Bank) guarantee and undertake to pay immediately on demand by West Bengal State Electricity Distribution Company Ltd.(WBSEDCL) 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 upto the period of **180 (one hundred and eighty) days from the date of opening Technical Proposal**. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s _____ on whose behalf this Guarantee is issued.

All rights of West Bengal State Electricity Distribution Company Ltd.(WBSEDCL) under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless WBSEDCL brings any suit or, section to enforce a claim under this Guarantee against the Bank within six months from the above mentioned expiry date of validity or, from that of the extended date.

In witness whereof the Bank, through its authorised Officer, has set its hand and stamp on this _____ day of _____ 20 ____ at _____.

WITNESS :

(Signature)_____
(Signature)_____
(Name)_____
(Name)_____
(Official address)_____
(Designation with Bank Stamp)

Attorney as per Power of Attorney No. _____

Date _____

@ This date should be initially for one hundred eighty (180) days and may be extended from time to time.

Annexure 3**WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED****(A GOVERNMENT OF WEST BENGAL ENTERPRISE)****IT & C CELL: 3rd FLOOR, 'D'- BLOCK****Vidyut Bhavan: Bidhannagar : Kolkata -700 091****e-mail:itcell@wbasedcl.in****CIN:U40109WB2007SGC113473****Statement of Deviation from Terms and Conditions of Bid Document**

Date:

To,**The Chief Engineer,****IT&C Cell,****West Bengal State Electricity Distribution Company Limited,****7th Floor, Block'D', Vidyut Bhavan,****Bidhannagar,****Kolkata- 700 091.****Reference:** NIET No. Dated

Sir,

There are no deviations (null deviations) from the terms and conditions of the Bid document. All the terms and conditions and all other clauses of the Bid document are acceptable to us.

Signature _____**Name:****Designation:****Date:**

Annexure 4
WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
(A GOVERNMENT OF WEST BENGAL ENTERPRISE)
IT & C CELL: 3rd FLOOR, 'D'- BLOCK
Vidyut Bhavan: Bidhannagar : Kolkata -700 091
e-mail:itcell@wbasedcl.in CIN:U40109WB2007SGC113473

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE
(To be stamped in accordance with Stamp Act)

Bank Guarantee No. _____
 Ref No. _____

Date : _____

To
 The West Bengal State Electricity Distribution Company Ltd.
 Vidyut Bhavan, Salt Lake,
 DJ Block, Sector-II,
 Kolkata -700109 (India).

Dear Sirs,

In consideration of West Bengal State Electricity Distribution Company Ltd (hereinafter referred to as WBSEDCL) which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns having awarded to M/s _____ with its Registered/Head Office at _____ (hereinafter referred to as the 'contractor') which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns, a Contract by issue of Letter of Award No./Order No. _____ dated _____ valued at _____ for _____ (Scope of Contract) and the Selected bidder(s) having agreed to provide a Contract Performance Guarantee of Rs. _____ for the faithful performance of the Contract. We _____ (Name and Address) having its Head Office at _____ hereinafter referred to as the 'Bank') which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns do hereby guarantee and undertake to pay WBSEDCL, on demand any and all moneys payable by the Contract to the extent of _____ as aforesaid at any time upto (day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Selected bidder(s). Any such demand made by WBSEDCL on the Bank shall be conclusive and binding notwithstanding any difference between WBSEDCL and the Selected bidder(s) or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of WBSEDCL and further agrees that the guarantee herein contained shall continue to be enforceable till the WBSEDCL discharges this guarantee.

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

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ and shall remain in force upto and including _____ and shall be extended from time to time for such period, as may be desired by M/s. _____ to whose behalf this guarantee has been given.

All rights of WBSEDCL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless the WBSEDCL brings any suit or section, to enforce a claim under this guarantee against the Bank within six months from the above mentioned date or from the extended date.

Dated this _____ day of _____ 20 ____ at _____

Witness :

 (Signature)

 (Signature)

 (Name)

 (Name)

 (Official address)

 (Designation with Bank Stamp)

 Attorney as per Power of

Attorney No. _____

Date _____

Annexure 5**PRICE SCHEDULE (UNPRICED: Not to be quoted here)****Validate****Print****Help**Item Rate BoQ

Tender Inviting Authority: Chief Engineer, IT&C Cell, 3rd FLOOR, 'D'- BLOCK, Vidyut Bhavan, WBSEDCL

Name of Work: Content Management for the Web Portal of WBSEDCL (wbasedcl.in)

Contract No: WBSEDCL/IT&C/15.20(B)/831 dated 12.12.2022

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE						
The below Quoted Price includes all taxes, duties excepting GST. GST shall be allowable by WBSEDCL over & above the Quoted Price (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE for a single Month In Figures To be entered by the Bidder (Rs.)	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Content Management for the Web Portal of WBSEDCL (wbasedcl.in)					
1.01	Content Management for the Web Portal of WBSEDCL for 3 years (36 Months)	36.000	Months	XX	XX	INR Zero Only
Total in Figures					XX	INR Zero Only
Quoted Rate in Words	XXXX					

(SIGNATURE OF THE TENDERER WITH OFFICE SEAL)

Annexure 6**WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**

(A Government of West Bengal Enterprise)

IT & C CELL: 3rd FLOOR, 'D'- BLOCK

Vidyut Bhavan: Bidhannagar : Kolkata - 700 091

e-mail:itcell@wbasedcl.in CIN:U40109WB2007SGC113473

Non-Disclosure Agreement (NDA)

This agreement is made at KOLKATA on this _____ day of,(Month) 2023 between:

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

And

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

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

Reference:

1. E-tender for content management work of WBSEDCL website via NIT No **WBSEDCL/ IT&C /15.20 (B)/831 Dated. 12.12.2022**
2. Letter of Award (LoA) placed by WBSEDCL on M/s vide Memo No WBSEDCL/IT&C /15.20 (B)/XXXX Dated. XX.XX.XXXX

This agreement is entered into by the above-mentioned parties for content management work of WBSEDCL website for the period, terms and conditions guided by above mentioned NIT & LOA.

M/shereby agrees to adhere to all the clauses mentioned in NIT & LOA.

In addition to the above, M/shereby agrees also to adhere to the following clauses:

NON-DISCLOSURE:

1. Vendor personnel shall access only the appropriate physical area of the premises i.e. Vidyut Bhavan.
2. Vendor personnel shall not access any information resources of WBSEDCL, without prior authorization of the concerned officials of WBSEDCL.
3. Vendor personnel shall not carry any Personal storage media like USB, Hard drives, DVD/CDs, any other storage media into Vidyut Bhavan.
4. Any passwords and access privileges given to vendor personnel shall not be disclosed to anyone inside and outside WBSEDCL's physical and logical boundaries.
5. Vendor personnel shall not engage in abusive or improper use of information resources, which includes, but is not limited to, misuse of resource/ privileges, tampering with resource and unauthorized removal of resource components.
6. Vendor personnel shall not conduct or permit "hacker" activities. Vendor personnel shall not run "packet sniffers". Vendor personnel shall not distribute / install computer viruses, Trojan horses, worms, or any other malicious software.
7. Vendor personnel shall use the provided hardware and software responsibly & shall not install / use any software without permission.
8. Vendor personnel should not share information / documents (which will be provided by WBSEDCL for any official purpose) to any unauthorized personnel / entities / systems.
9. Vendor personnel shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of this order placed.
10. Vendor personnel shall hand over all information / documents to WBSEDCL after expiry of the contract.
11. The M/s cannot/ shall not disclose any and all information concerning the WBSEDCL (even after expiry of the contract) within the knowledge and possession of the M/s to any party in connection with this work & any other shared details including inter alia information except the information desired by regulated/Govt Authority only after getting due permission from WBSEDCL. WBSEDCL will not disclose any information related to M/s under this agreement except of Regulatory/Govt/Legal compliance purposes.

In WITNESS WHEREOF the parties hereto have executed this agreement on the _____ Day of(Month), 2023 herein above mentioned.

In the presence of (Witness)

(1)

(2)

Signed, sealed and delivered by the within named
M/sby the hands of its authorized signatory

In the presence of (Witness)

(1)

(2)

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

Annexure 7**WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**

(A Government of West Bengal Enterprise)

IT & C CELL: 3rd FLOOR, 'D'- BLOCK

Vidyut Bhavan: Bidhannagar : Kolkata -700 091

e-mail:itcell@wbsecl.in CIN:U40109WB2007SGC113473

Format of Bank Guarantee for Additional Performance Security Deposit

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

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

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

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

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

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

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

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

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

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

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

Signed and sealed thisdayof 2023.....at

SIGNED, SEALED AND DELIVERED

by:

For and on behalf of the BANK

(Signature)

(Name)

(Designation),

(Code Number),

Address

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

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