



WBSEDCL

West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

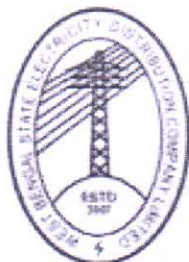
Human Resource Development Department

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CIN: U40109WB2007SGC113473



WBSEDCL

Tender Notice

BID DOCUMENT

For

**Conducting Training on Computer Application (Basic and Advanced)
for the Employees of WBSEDCL.**

**Estimated Cost Amount = Rs 360 Lakhs (Rs. 120 Lakhs per year)
Tender Fee: Nil**

GM(HRD&TRG/PM), WBSEDCL

NIT No: WBSEDCL/HRDD/E-Tender/01

Dated: 29/04/2022



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SECTION: I **INSTRUCTION TO BIDDER (IB)**

IB.1.

West Bengal State Electricity Distribution Company Limited herein after referred to as WBSEDCL invites **e tenders for Conducting Training on Computer Application (Basic and Advanced) for the Employees of WBSEDCL** as per detail "Training modules" and other terms and conditions furnished in the different clauses of the bid document.

IB.2. Eligibility Criteria and Technical Criteria:

A. Eligibility Criteria

1. The Bidder must comply with the "Mandatory Condition" as mentioned in **Annexure I.**
2. The Bidder should give a Self Declaration Certificate for acceptance of all terms & conditions of tender documents. A duly completed certificate to this effect is to be submitted as per **Annexure II.**
3. The bidder shall have experience in **imparting Training on Computer Applications** for considerable period of time.
4. The **Annual Turnover of the Organisation(Limited/Private Limited)/Premier Institute(Formed under Society act) / University/Deemed University with UGC/AICTE approved/ Society should be** not less than **Rs. 3 crore** during any one financial year out of last five financial years (2016-17 to 2020-21). Copies of duly signed balance sheet / trading account / profit & loss accounts along with supporting document are to be submitted as per the **Annexure-III.**
5. This invitation for bidders is open to all Indian Organisation(Limited/Private Limited)/ Premier Institute(Formed under Society act) / University/Deemed University with UGC/AICTE approved/ Society engaged in the business of imparting Training in any Govt. or Reputed Private Organisations, Society registered in India **on Different Training Modules as per the Scope of Work (Section-II).**
6. The Organisation(Limited/Private Limited)/ Premier Institute(Formed under Society act) / University/Deemed University with UGC/AICTE approved/ Society should be neither blacklisted, banned, debarred from participation in any Govt. organization across India in last three years nor any criminal case registered/pending against the Organisation/ Premier Institute/ University/Deemed University/ Society or its owner anywhere in India. A duly completed certificate to this effect is to be submitted as per **Annexure IV.**
7. The bidder should have successfully executed Training at least in one the either Govt. or PSU or Reputed Private Organisations during last five years. The bidder should attach list of Orders/ certificate of satisfaction and/or Training/credentials/Experience certificates where the work had been executed during the last 5 years. The details of the same along with supporting document are to be submitted as per **Annexure V.**
8. Intending Bidders desirous of participating in the tender are to log on to the website **<http://wbtenders.gov.in>**. The tender can be searched by typing **wbsedcl** in the search box of the website.
9. Bidders willing to take part in the process of **e-tendering** are required to obtain **Digital Signature Certificate (DSC)** in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB eToken. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.
10. Intending bidders are to download the tender documents from the website stated above, directly with the help of the **e-Token** provided. *This is the only mode of collection of tender documents. Details of submission procedure are given in "Instructions to Bidders".*
11. The Organisation(Limited/Private Limited)/ Premier Institute(Formed under Society act) / University/Deemed University with UGC/AICTE approved/ Society should posses & comply with all statutory compliances/obligations (such as Trade license, PAN, GSTIN, P.T, P.F E.S.I & other as applicable)



B. Technical Criteria (Coverage)

Bidders must cover all the Training modules/topics for Training as mentioned under Scope of Work 'Section-II' and must have following pre-qualification criteria:

PRE-QUALIFICATION CRITERIA FOR BIDDER: Organisation/ Premier Institute/ University/Deemed University/ Society possessing the following pre-qualification criteria must upload the documentary evidence in support of the same in the portal under techno-commercial folder(**subject to verification after awarding for job**).

Pre-Qualification criteria	Documents required (Self Attested)
1. The bidder shall have experience in imparting Training on Computer Applications for considerable period of time	1. Copy of Engagement Order received from different clients in this regard along with a certificate of satisfactory completion of the performance issued in favour of the Organization or in favour of any Faculty or Team involved in the job to be enclosed.
2. All the faculties must be a recognized Degree holder (with B.E / B.Tech / M.Tech /MCA/ Equivalent from a AICTE/UGC approved Institute /University /Deemed University, should have relevant working experience of imparting Training for 3 to 4 years in any Govt. or reputed Private Sector Institution including Society registered only.	2. Copies of certificates along with CVs & experience certificate of the faculties /Trainers /Instructors(subject to verification after awarding for job)
3. All training sessions must be Instructor lead having at least 3 years experience in the similar field of training	3. N.A.



IB.3. Responsibility of Bidders:

1. It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work.
2. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments to the contract, once awarded under these documents will not be entertained by WBSEDCL. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by WBSEDCL, which are based on the lack of such clear information of its effect.
3. WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretation or deductions the bidder may derive from the data furnished by WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.
4. The bid shall include all the information as per bid document. The bidder is expected to examine carefully all instruction, conditions, forms, schedules, terms, Annexure, specifications etc. in the bidding documents. Failure to comply with the requirement of bid submission will be at the bidders own risk. Bids, which are determined to be not substantially responsive to the requirements of the bidding documents, will be rejected.
5. The bidder shall bear all the costs associated with the preparation and submission of bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
6. In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance of the last date and time of submission of the bid. WBSEDCL shall not be held responsible for any failure of Bid submission due to snag arising out of network failure.

IB.4. Formation of cartel & penal Measures:

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

IB.5. Key Dates:

Schedule of Dates for Tendering:

Sl. No.	Activity	Date & Time
1.	Publishing Date	17.05.2022 at 11.00 Hrs
2.	Document Download start date	17.05.2022 at 11.00 Hrs
3.	Date of Pre-bid Discussion	23.05.2022 from 11.00 Hrs
4.	Bid submission start date	25.05.2022 at 12.00 Hrs
5.	Bid submission end date	08.06.2022 at 12.00 Hrs



6.	Last date of Online deposition of EMD/uploading scan copy of BG	08.06.2022 at 14.00 Hrs
7.	Last date of physical submission of original BG at office of GM (HRD&TRG/PM)	10.06.2022 at 13.00 Hrs
8.	Technical Bid opening date	10.06.2022 at 15.00 Hrs
9.	Financial Bid opening date	To be intimated later

IB.6.

If any 'Strike' or 'Holiday', falls on any of the scheduled date, then the next working day (between mentioned working hours) shall be considered and any changes of dates of other activities as noted above in IB.5 if required will be uploaded in web portal <http://wbtenders.gov.in>.

IB.7. Pre Bid Discussion:

1. Pre bid discussion will be held in presence of authorized officer of HRD & TRG. Dept. at the HRD Training Room, 5th Floor, D- Block, Vidyut Bhavan as per schedule indicated in **"Key Dates Clause"** above to clarify the queries, if any, from the vendors in respect of tender. Selected vendors who shall purchase the Bid may participate (maximum two persons) in the said meeting for any such clarification.
2. Non-attendance at the pre bid discussion may or may not be a cause for disqualification of the bidders (Considering the bidders future reaction about the job and its related matter).

IB.8. Clarification of Bidding Documents:

If there be any discrepancy or obscurity in the meaning of any clause of the bid document, such queries must be sent through email at our email id hrdd.wbsedcl@gmail.com **at least three days(03) prior to** the date of Pre-bid discussion. Such query received from vendors prior to pre bid discussion shall only be discussed in the pre bid discussion. No other query except to the ones through will be clarified during pre-bid discussion. If any changes are decided in pre-bid meeting the same will be uploaded in the website <http://wbtenders.gov.in> and no other communication shall be entertained afterwards on the issues discussed in the pre bid meeting. The clarification given in pre-bid discussion shall be final and binding on the bidder.

IB.9. Amendment / Addendum of Bidding Documents:

At any time, prior to the deadline of submission of Bid, WBSEDCL may, for any reason, modify the Bidding Documents by issuing Addenda / Amendments and the same will be uploaded in the website (<http://wbtenders.gov.in>) only in due time. WBSEDCL shall not have any obligation to inform the vendor through any other mode of communication on the above matters.

IB.10. Language of the Bid:

The bid so prepared by the bidder and all other correspondences and documents relating to the bid, exchanged by the bidder and WBSEDCL, shall be written in English Language only.

IB.11. Period of validity of Bid:

The bid shall remain valid for acceptance up to 90 (ninety) days from the date of opening of tender. WBSEDCL may request to extend Validity of the bid beyond 90 (ninety days) if required so, without any change in offer. A Bid valid for a shorter period shall be rejected, being non responsive.

IB.12. Tender Fee: Free of Cost

IB.13.

A. Earnest money Deposit [Bid Guarantee (Bid Security)]:

1. All bids must be accompanied with a refundable earnest money, as "Bid Guarantee". The bid shall be considered non responsive if the earnest money payment (online/BG) document i.e. duly filled **Annexure VI is not submitted/uploaded along with the bid.**
2. **EMD of Rs.3 Lakh (Rupees Three Lakh Only) is to be paid online as mentioned below .**



3. **The Bid Guarantee of the unsuccessful Bidder/ Bidder, will be returned online as mentioned below. No interest shall be payable by WBSEDCL on the above Bid Guarantee.**

4. **The Bid Guarantee (EMD) shall be forfeited for any of the following reasons:**

- **If during the period of bid validity, the bidder withdraws or modifies the bid in part or as a whole.**
- **If the bidder withdraws from the Offer after submission of the tender.**
- **If any cartel is formed by the tenderer in their quotation.**
- **If any conflict of interest (as mentioned in Clause IB.30) is observed among the Bidder during Technical evaluation.**

B. Earnest Money Deposit (EMD) - Payment mode :

The amount of Earnest Money Deposit (EMD) shall be deposited **through Online or Uploading Bank Gurantee (scan copy)** of any Indian schedule Bank in favour of WBSEDCL as prescribed in the NIT.

The bidder shall select the tender to bid and initiate payment of EMD.

(i) Following payment options are available for paying EMD amount through Online mode:

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

(ii) Submission/deposition of EMD in form of Bank Guarantee (BG):

EMD may be deposited in form of **Bank Guarantee (BG)** as per format (**Annexure - VIII**) issued by any branch of any scheduled bank in India in favour of West Bengal State Electricity Distribution Company Limited, payable at Kolkata scan copy of which is to be uploaded in the NIC portal . **Validity of the Bank Guarantee must be at least 180 days.**

(iii) General Instructions for Online Payment of EMD:

- The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment.
- Status of NEFT/RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such Bidder opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, Bidder will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
- The bank account used for payment of EMD by the Bidder shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

(iv) Instructions for online uploading of scan copy of BG of EMD:

For submission /deposition of EMD in the form of BG , Bidder will have to OPT for "EMD EXEMPTION" in E-Tender Portal and upload scanned copy of BG in EMD exemption Document Upload section.

Original BG shall have to be submitted at office of GM(HRD&TRG/PM), HRDD, Vidyut Bhavan, 5th Floor(D-Block), Salt Lake, Kolkata -700091 within the stipulated date and time as mentioned in the NIT.

D. Refund/ Settlement of EMD Amount:

- For unsuccessful Bidder or in case of cancellation of tender EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid. **In case of EMD submitted in the form of BG, the original BG shall be collected from HRDD, Vidyut Bhavan on submission of application along with authorization letter.**



- For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- The bank account used for payment of EMD by the Bidder shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- For any queries related to payments and refunds, Bidder will have to communicate with ICICI Customer Support, viz. 33-40267512/ 13 since payment gateway facility used by E-tender portal is maintained by ICICI.
- **Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner if not created earlier. b) To be submitted in "NIT" folder.**

IB.14. General Guidance for e-Tendering:

Instructions/Guidelines for electronic submission of the tenders have been mentioned below for assisting the bidders to participate in e-Tendering.

1. Registration of Bidders : Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the e-Procurement system, through logging on to <https://wbtenders.gov.in>.
2. Digital Signature certificate (DSC): Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.
3. The bidder can search and download NIT & Tender Documents electronically from the <https://wbtenders.gov.in> website using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

IB.15. Signing of Bids:

1. The bid shall be downloaded from the website www.wbtenders.gov.in and shall be signed by a person / persons duly authorized by the bidder.
2. To be qualified for evaluation and finalization of contract, Bidder/ Bidders shall submit a written power of attorney, authorizing the signatory of the Bid to act on behalf of the Bidder in the form and manner which is acceptable by WBSEDCL.
3. All the pages of the bid and where, entries/ amendments have been made, shall be signed by the person/persons signing the bid.
4. The complete bid shall be without alterations, interlineations or erasers, except those to accord with instructions issued by WBSEDCL or as necessary to correct errors made by the bidders, in which case such corrections shall be initialed by the person/persons signing the bid. Bids not duly signed shall be treated as cancelled.

IB.16. Online Submission of Bid:

Bids shall be submitted as under:

1. Tenders are to be submitted online through the website (www.wbtenders.gov.in). All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for, in the tender, through the above website within the stipulated date and time as given in the Tender. **Tenders are to be submitted in two folders - one is Technical (Techno-commercial) proposal and the other is Financial Proposal (BoQ).** The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of **Techno-commercial Bid**.

The bidder needs to download the Forms / Annexure / BOQ, fill up the particulars in the designated Cell and upload the same in the designated of **Techno-commercial** folder. **BOQ (Annexure- IX)** must be uploaded only in **Financial** folder.



The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

Original copies of the uploaded documents may be submitted for physical verification if required by the Tender Inviting Authority at the time of technical evaluation.

2. **DOCUMENTS CONSTITUTING THE BID:**

a) **Techno-commercial folder (Cover)** : The file should be saved in a PDF version and should comprise of the following items:

- i. **"NIT"**: NIT to be downloaded and Scanned PDF copy to be submitted by the bidder.
- ii. **"EMD"**:
 - Scanned copy of document (**duly filled Annexure VI**) in support of payment of EMD in favour of WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED .
- iii. **"Mandatory Condition"**: Duly Completed Scanned PDF copy of Annexure-I.
- iv. **"Annexure"**: Duly Completed Scanned PDF copy of Annexure-II, Annexure-III, Annexure-IV, Annexure-V, along with supporting documents.
- v. The Bidder shall submit attested copies of valid **PAN, GST Registration No. along with all related particulars and photocopies of the Returns towards payment of taxes/Statutory Compliances** with the Government during the last five financial years and other credentials/documents as stated in the above table with the Bid.

vi. **"Certificate /Credentials"**:

- Scanned PDF copy of Qualification & experience certificate in support of Faculty/Trainers/Instructors as mentioned in the Pre-Qualification Criteria and Annexure I & V by the Bidder.
- Scanned PDF copy of orders issued by the Clients along with certificate of satisfaction of Training/credentials where the work had been executed during the last 5 years, issued in favour of the Organization or in favour of any Faculty or Team involved in this type of Training job.
- Scanned and certified PDF copies of the CVs with credential/achievement/accreditation if any in regard to faculties/Trainers/Team who would be entrusted by the bidder for all the modules of above Training.
- Scanned PDF copy of relevant documents supporting the existence of an office in India/West Bengal

Viii. Technical Coverage :-Scanned PDF copy of declaration of the bidder that they have capacity and credential to Train all the modules (as mentioned under Section -II) of above Training and accordingly rate offered as per **Annexure VII**

- Scanned PDF copy of credentials as per following format:Submitted/Uploaded

Sl. No.	Names of the Company/Organization served/imparted similar Training	Period of Training	Cost of Training	Feedback

Viii. Other Important Documents (OIDs):

- i) Duly Completed Scanned **PDF** of PAN Card.
- ii) Duly Completed Scanned **PDF** of GSTIN Registration Certificate.
- iii) Duly Completed Scanned **PDF** of Bidder Address Details.
- iv) Duly Completed Scanned **PDF** of Professional Tax.
- v) Scanned **PDF** copy of Certificate of Incorporation as company under Companies Act or trade License as the case may be.
- vi) Scanned **PDF** Copies of duly signed Balance Sheet / Trading Account / Profit & Loss Accounts along with supporting document & a duly completed certificate.
- vii) Scanned **PDF** Copies of Income Tax Return acknowledgement of last three years.



b) Financial Folder (Cover) :

- i) **"BoQ"**: Financial Bid in PDF version filled with all relevant information. Financial Bid i.e. BoQ given with Tender to be uploaded after filling all relevant information. **The priced BoQ should be uploaded strictly as per the format available with the tender as per Annexure IX** failing which the Offer is liable for rejection (renaming or changing format of BoQ sheet (file) will not be accepted by the system).

Vendors should quote rates in BoQ (Annexure- IX) only and upload in the financial folder only. Offers indicating rates anywhere else shall be liable for rejection.

IB.17. Conditional and incomplete tenders are liable to summary rejection.

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

IB.19. Late Submission of Bid:

Bidder shall take all possible measures to submit the bid within the schedule date & time at specified location prescribed elsewhere in the bidding document. Late submission of bid for whatever reason shall not be accepted.

IB.20. Opening and evaluation of tender:

1. Opening of Technical Proposal (Techno – Commercial Bids):

- Technical proposals will be opened by the Tender Inviting Authority or his authorized representative **electronically** from the website stated above, using their Digital Signature Certificate.
- Technical proposals for those tenderers whose original copies of BG towards EMD have been received will only be opened. Proposals corresponding to which original copy of BG towards EMD has not been received, will not be opened and will stand rejected. **This is not applicable for Online submission / deposit of EMD.**
- All bids found to be responsive as regards Clause IB.16.2 will be examined. Bids which do not satisfy the "Clause IB.16.2 will not be considered for technical evaluation.
- The bidder shall not take any commercial deviation from the stipulation of Bid document. If the bidder takes any commercial deviation, his Bid may be liable for rejection.
- Techno-commercial deviations will not be considered in any circumstances. Negative deviations will not be accepted in any circumstances and shall be considered as non-responsive and shall be liable for rejection.
- Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers in the NIC Portal only.

2. Opening of Financial Proposal (Price Bids) :

- Financial proposals submitted by the tenderers in the prescribed format (**Annexure-IX**) and declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority on the prescribed date.
- No deviation in any form in the price-bid sheet is acceptable.
- **The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.**
- For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.

3. Evaluation and Comparison of Bids (Price bids):

On examination of documents submitted under different covers WBSEDCL will evaluate and compare the bids determined to be substantially responsive at each step.

- 4.** Any variation, up or down, in taxes & duties or any new levy introduced subsequent to bid opening will not be considered for comparison of bids.



5. The Financial Bid with the lowest price will be the highest evaluated bid.

WBSEDCL shall however consider placement of contract on the qualified Bidder, whose offer is found to be *most suitable in all respect that includes Price, Faculty/Trainer/Instructor Pool and experience/performance certificate/any proof of conducting training apart from their previous performances.*

IB.21. Time Schedule:

The basic consideration and the essence of the Contract/Empanelment shall be strict adherence to the time schedule as it will be specified in the contract to be issued from WBSEDCL.

IB.22. Validity of Contract/Empanelment:

The contract will be made **initially for a period of three years and** if the performance is found extremely satisfactory then the Contract may be **extended for another two years in phases (1year each) with the same rate.** However the company will have the right to terminate the contract at any time if the performance is found unsatisfactory

IB.23. Batch Size and NO. of Batches per Year:

The batch size would be **10-15 heads** only. Price should be quoted considering minimum batch size of 10 heads.

Normally 2/3 batches per month (except during monsoon and Puja season) will have to be conducted in each of the EETIs with a tentative monthly target of 15-20 batches. Dates of Training will be notified by Principal/Coordinator of EETIs at least 15-30 days in advance. Target may vary depending on the prevailing situation of the company.

IB.24. Price:

1. Price offer shall be uploaded in the prescribed format only i.e BoQ (**Annexure- IX**) only.
2. No deviation in any form in the Price Bid Sheet is acceptable subsequently the entire Tender process of the Vendor shall be cancelled.
3. **In case the number of participant is less than 10 (ten), the payment of minimum of 10 participants will be considered.**
4. **The rate should be quoted for per participant for complete three days programme as mentioned at GCC.2(a).**

IB.25. Taxes, Duties and other levies:

Only GST as applicable shall be paid extra.

IB.26. Statutory Obligations:

All statutory obligations as per law of the land are to be complied.

IB.27. Issue of Contract and Execution order for each Batch:

WBSEDCL will award the contract to the successful bidder whose bid, has been determined to substantially responsive and the lowest priced bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. WBSEDCL shall be the sole judge in this regard.

Execution order for each Batch will be issued from HRDD, 5th floor, D-Block, Bidyut Bhavan or from Training Institutes of WBSEDCL.

IB.28. Acceptance of Order:



The successful bidder shall submit written unconditional acceptance of Contract within 5 (Five) days from date of issuance of the same. Submission of conditional acceptance of the Contract shall be treated as non-compliance of this clause and subsequently order will be cancelled and further the Contract/order may be awarded to the next successful bidder (L2) under the same rate/terms and condition at per with (L1) bidder.

IB.29. Right to reject Bids :

WBSEDCL 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 the Order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.

IB.30. Conflict of Interest:

The Bidder shall not have a Conflict of Interest that may affect the Tendering Process. Any Bidder found to have a Conflict of Interest as per the following reasons, shall be disqualified. In the event of disqualification, the Bid Security of the bidder shall be forfeited for the time, cost & effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Any bidder found to have a conflict of interest if his near relative is posted as an employee/ officer in any capacity in WBSEDCL, who is associated with the Tender inviting Authority or vice versa.

Any bidder found to have a conflict of interest if any employee of the bidding Organisation/ Premier Institute/ University/Deemed University/ Society has or develops a financial or other interest with any employee / officer of WBSEDCL associated with the Tender inviting Authority during the execution of the Contract or vice versa.

Any bidder has a relationship with another bidder/bidders directly or through common third parties that puts them in a position to have access to each other's information about or to influence the tendering processes of either or each of the other bidder.

IB.31. Settlement of Disputes:

In case of any dispute arising out the contract, the same should be settled through meeting between the WBSEDCL and the contracting Organisation/ Premier Institute/ University/Deemed University/ Society at the appropriate level. The necessary judicial affairs and/or Court Case shall be exclusively within the jurisdiction of High Court at Kolkata only.

IB.32. Communication:

The successful vendor, for communicating with WBSEDCL, for this job may use the following modes.
Telephone – (033) 2319 7519.

IB.33. Representative of Vendor:

1. The successful vendor is required to nominate one officer exclusively for this project/program from commencement to completion as a Nodal Officer **to be stationed at Kolkata**, with whom WBSEDCL will contact on all matters related to this order.
2. The vendor has to specifically furnish to WBSEDCL, the name, designation, Telephone no. including mobile no., email address of such person.



SECTION-II **SCOPE OF WORK**

- ❖ **Venue of the Training:** All EETIs located at Kolkata (New Town), Tribeni, Burdwan (Hatgobindapur) , Kharagpur, Berhampore, Coochbehar ,Malda(*To be commenced after installation of computer facility*),Siliguri (*To be commenced after installation of computer facility*) Batch of the Training: 10 – 15 Heads.
- ❖ **Duration:** 03 days for all categories of employees.

Employee Category wise-Training Module for Computer Application (Basic and Advanced) of 03 (THREE) days duration:			
Employee category Course Module (Topics)	For Class IV Employees	Employee category Course module (Topics)	For Class I, II and III Employees
MODULE-I	Computer Application – Introduction to Computers & Internet , Working with Windows/MS- Office (Latest version) and MS- office advanced.	MODULE-I	MS- Office advanced.
MODULE-II	Soft Skill Training - Computer based presentation.	MODULE-II	Soft Skill Training – Computer based presentation.
MODULE-III	Computer Application on IT Security,Cyber laws and its applications.	MODULE-III	Refresher Computer Application on IT Security, Cyber laws and its applications.
		MODULE-IV	Conducting E-Tender through Govt. E-Tender portal including preparation of BOQ of e-tender documents.

- The Agencies should have experienced faculty & should submit detail modules of the Training to be conducted at EETIs (Training Centre under WBSEDCL) in advance. **If required proposed Faculties will be asked to conduct dummy classes at HRDD HQ to verify their method and standard of Training.**
- Mode of Delivery: lectures/audio/ video presentation/hands on practical Training/group discussion/role players, game, question answer session.
- Participants should be provided with a course material.
However, the module shall be approved and vetted by the concerned officials of the HRD & Training Department prior to commencement of the Training. ***Course module may be redesigned under mutual agreement time to time based on the needs of the company without affecting the cost part.***



SECTION: III

GENERAL CONDITIONS OF CONTRACT (GCC)

GCC.1. General Terms:

- (i) **Infrastructure--classroom, PC and all sorts of environments required for Training must be specified by vendor which will be provided by WBSEDCL.**
- (ii) All trainees shall be provided with printed training materials and along with soft copy. The training shall be combination of theoretical and practical demonstration /case studies.
- (iii) Training should be in English and Bengali language only
- (iv) Each and every trainer shall have the training experience on different training modules as specified in the Scope of Work (Section II) **for 3 to 4 years.**
- (v) Training shall be imparted by the Organisation/ Premier Institute/ University/Deemed University/ Society normally from 10 AM to 5.30 PM **in WBSEDCL's working days with reasonable break for lunch.**
- (vi) WBSEDCL shall entertain **online mode** of training ***in case of pandemic or any other unforeseen situation arise when OFFLINE Training programme might not be feasible and thereby all such Training on ONLINE mode shall be organised.***
- (vii) One course Coordinator shall be there from the end of vendor and one **Nodal officer** from WBSEDCL.
- (viii) The bidder has to furnish all the information as required regarding their offer.
- (ix) **Quotation from vendor having direct work experiences (not as Sub-Vendor / on behalf of another Vendor/as out sourced franchising/3rd Party agency) shall only be accepted.**
- (x) **No Sub letting/Outsourcing/Franchising shall be allowed in any circumstances.**
- (xi) **No Consortium of any form will be allowed.**
- (xii) The bidder shall satisfy WBSEDCL with his ability to complete the works positively within the stipulated time.
- (xiii) All correspondence, documents and Bid, exchanged between the Bidder and WBSEDCL shall be written in English language. Failure to comply with this request may disqualify a bidder.
- (xiv) The Company reserves the right, to reject any or all the tenders, at its discretion, without assigning any reason whatsoever.
- (xv) The Training programme shall have to be conducted at EETIs situated at Kolkata, Burdwan, Tribeni, Berhampur, Kharagpur, Siliguri(after installation of computer facility),Malda(after installation of computer facility) and Coochbehar under HRD Department, WBSEDCL for all categories .
- (xvi) ***Course module may be redesigned under mutual agreement time to time based on the needs of the company without affecting the cost part.***

GCC.2. Rates: (a) Training charge per candidate for complete three days Training as per **Annexure- IX (BoQ)** considering a batch of **10-15 participants to cover different modules as mentioned in Scope of Work (Section-II)** may be quoted which would include the (i) Faculty/Trainer fees/charges,(both theoretical and practical) (ii) Travelling Expenses, Purchase of Printing materials, Providing Training materials and any other apparatus/accessories as required for the Training ,(iii)other incidental charges(if any) . Applicable Taxes like GST must be paid extra. ***(Accommodation in EETI Hostel/Guest House, Vehicle from EETI/Guest House to Training place and back , Food (Break Fast/ Lunch /Tea & Snacks thrice daily /Dinner) will be arranged by***



WBSEDCL for participants & Faculty/Trainer) for Training programme in WBSEDCL campuses.

(b) Validity: Rates quoted by the Bidders shall remain firm and valid during the contract period or till complete execution of the contract .

GCC.3 . Cancellation/Termination of Contract/Empanelment:

WBSEDCL shall have the right to repudiate the contract/empanelment order if the work is not completed within schedule completion time as per "Time Schedule" and "Completion Time" Clause. The following causes may also led to cancellation of Order.

1. Non acceptance of Contract/ Order as per "Acceptance" clause.
2. If failed to implement the project.
3. Unsatisfactory performance of Faculty/Trainer/Vendor.
4. In each above cases 15 days termination notice shall be issued prior to termination of Contract/ Order and WBSEDCL shall have the right to impose **penalty. Maximum penalty shall be limited to the deduction of the whole course fee of the said programme only for which the performance is unsatisfactory** from the pending bill(s) which may be lying with WBSEDCL.

GCC.4. Arbitration & Legal Jurisdiction:

1. During execution of this contract, if any dispute arises thereby, shall be settled amicably between WBSEDCL and yourself to the extent possible.
2. All disputes or differences in respect of which the decision if any has not become final shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act – 1996 or any statutory modification thereof. The venue of Arbitration shall be Kolkata only.
3. The necessary legal affairs and / or court case shall be exclusively within the jurisdiction of Calcutta High Court only.

GCC.5. Risk Purchase / Performance:

Adherence to time schedules mentioned in the foregoing clauses shall be deemed as the essence of contract and if the vendor fail to perform within the periods prescribed for such work in the contract order, WBSEDCL shall be entitled to execute the job through the best and nearest substitute available elsewhere on the account and at the risk of the contracting Organisation/ Premier Institute/ University/Deemed University/ Society or to cancel the contract and they shall be liable to compensate for any loss or damage which WBSEDCL may sustain by reason of such failure on the part of the Contracting Organisation/ Premier Institute/ University/Deemed University/ Society.

GCC.6. Liquidated Damage:

The timely completion of entire project is the basic consideration and essence of the contract and WBSEDCL reserves the right to repudiate the contract if the successful bidder fails to complete the work within stipulated period for completion. However, the ordering authority may at his discretion waive this condition with imposition of liquidated damage indicated herein below:

1. In case of delay in starting the work, Company reserves the right of imposing penalty @ 0.5 % per week on the overall value subject to maximum 10 % of the total estimated cost of contract.
2. Liquidated Damage, if applicable during contract period, will be recovered from any outstanding bills lying with WBSEDCL.

GCC.7. Termination for Insolvency

WBSEDCL may at any time terminate the Contract by giving a written notice to the awarding Organisation/ Institute/ University/Deemed University/ Society without compensation to them, if they becomes bankrupt or otherwise insolvent as declared by the competent Court, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the department.

GCC.8. Force Majeure:

Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15



days of its occurrence informs in a written form the other party. Force Majeure shall mean fire, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, and lockouts i.e. beyond the control of either party.

GCC.9. Submission of bills for payment:

1. Terms of Payment: No advance payment will be made against the Contract Order in any circumstances.
2. The bills (GST Invoice) in triplicate is to be submitted after successful completion of Training of each batch on the basis of execution order to be issued from HRDD (as per requirement) to the Controlling Officer as mentioned in **GCC.11** with **relevant papers & documents** (successful completion certificate in original from Nodal Officer of respective site in charge ,original attendance sheet sign by Nodal Officer, Feedback from of all participants etc.) as would be mentioned in the Contract order for payment. Payment will be released **within 30 days of receipt** of the Bill(s) by the Accounts wing of the HRD Department. **No advance payment for the assigned Training will be made.** TDS is applicable as per norms. Bank Mandate for payment through NEFT/RTGS should be submitted along with the first Bill.

GCC.10. Price:

1. Incomplete or partial quotation will not be accepted and shall be liable to be rejected.
2. Price should be quoted in the Price Bid Sheet (BoQ) as per format. No deviation in any form in the Price Bid Sheet(s) is acceptable. The quoted price shall remain firm throughout the period of the contract and no adjustment shall be made to the contract price.

GCC.11. WBSEDCL Personnel for Liaison:

1. **Controlling Officer:** GM(HRD&TRG/PM)
2. **Nodal Officer:** Principal/ Course Coordinator of the respective EETIs/KJIT should be treated as site in charge/Nodal Officer.
She /He would issue the successful completion certificate for the entire scope of work under the LoA.
3. **Course Coordinator :** ACE ,HRDD/ AE(U)-HRDD
4. **Paying Authority:** Asst. Manager(F&A) & DDO/HRDD.



Annexure - I

Mandatory Conditions:

Sl. No.	Requisite Credentials	Supporting Documents to be submitted	Submitted (Yes / No)
1.	Self Declaration Certificate for acceptance of all terms & conditions of tender documents.	A duly completed certificate as per Annexure II	
2.	The bidder should be registered either under the Companies Act, 1956 (substituted by Companies Act 2013) or Organisation (Limited/Private Limited)/ Premier Institute (Formed under Society act) / University/Deemed University with UGC/AICTE approved/ Society	Certificate of incorporation as a Company under Companies Act. with their valid trade license as the case may be. And in case of other Organisation (Limited/Private Limited)/ Premier Institute (Formed under Society act) / University/Deemed University with UGC/AICTE approved/ Society, they would be bound to submit their documents against their status.	
3.	Annual Turnover details of Rs. 3 crore during any one financial year out of last five financial years (2016-17 to 2020-21).	Copies of duly signed balance sheet / trading account / profit & loss accounts along with supporting document & a duly completed certificate as per Annexure-III	
4.	The bidder should not have been blacklisted from any Govt. organization across India in last three years	A duly completed certificate as per Annexure IV	
5.	The bidder must have Trainers / instructors having proficiency and experience for at least 03 years in working and imparting training on various modules as mentioned under 'Section-II'	Copies of list of Instructors / Trainers / Faculties along with their CVs and experience and performance certificates.	
6.	The Organisation/ Premier Institute/ University/Deemed University/ Society should have experience in the field of Training on Computer Application & etc. in any Govt. or Private companies in India. They should have worked at least one organizations in the last 5 years.	Copy of Work Order received from clients in this regard/ experience certificate/ certificate of satisfaction for the performance issued in favour of the Organization or in favour of any Trainer or Team involved in the job as per mentioning the execution order no. Annexure V	
7.	The bidder should have at least one office in India/ West Bengal.	Relevant Documents supporting the existence of an office in India / West Bengal.	
8.	Must Comply with all statutory obligations.	Copy of PAN Card	
		Copy of GSTIN Registration Certificate	
		Copy of Registration Certificate	
		P Tax if applicable	
		Trade License details	
9.	Technical Coverage	Bidder's Address Proof	
		Duly completed Scanned PDF copy of undertaking with, CVs Experience and Performance certificates of Trainers / Instructors and credentials as per Annexure I, V & VI	



Annexure II

To
The GM(HRD&TRG/PM),
HRD & TRG Department,
Vidyut Bhaban, 5th Floor, 'D' Block,
Salt Lake, Sector – II, DJ Block,
Kolkata – 700 091.

Sub: Self Declaration Certificate.

Ref : NIeT No. _____ dated _____
[Conducting Training on Computer Application (Basic and Advanced)
for the Employees of WBSEDCL]

Dear Sir,

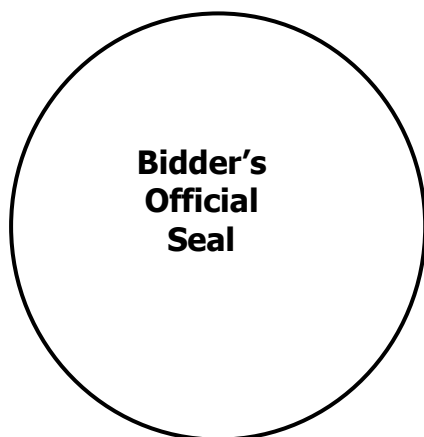
With reference to the above, I am/ We are offering our competitive bids for **Rate Contract** for **Conducting Training on Computer Application (Basic and Advanced) for the Employees of WBSEDCL**, I / We hereby reconfirm and declare that I / We have carefully read, understood & complying the above referred tender document including instructions, terms & conditions, **Training modules to be covered (Section-II), duration of Training** and all the contents stated therein.

I / We also confirm that the rates quoted by me / us are inclusive of (i) Faculty/Trainer fees/charges,(both theoretical and practical demonstration (ii) Equipment and accessories required for trainings/demonstration etc. (ii) Travelling Expenses up to WBSEDCL's EETIs/Guest House, (iii) Purchase of Printing materials & any other apparatus as required for the Training (iv)other incidental charges (if any) and (v) Providing Training materials. ***Accommodation in EETI- Hostel/Guest House, Vehicle from Guest House to Training place and back for Faculty/Trainer and Food (Break Fast/ Lunch /Tea & Snacks /Dinner) will be arranged by WBSEDCL for participants & Faculty/Trainer.*** Only GST as applicable shall be paid extra.

Date :

Place :

Seal :



Authorized Signatory

Name:

Designation:

Contact No.:

Email ID:



Annexure III

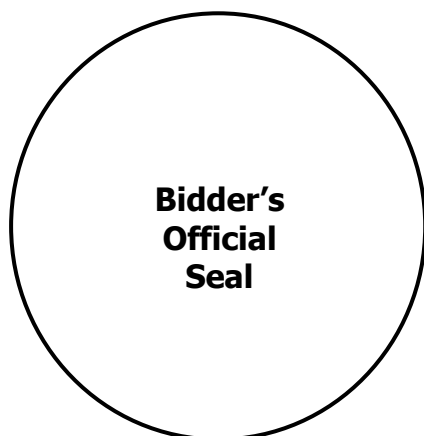
Annual Turnover Details:

Evaluation Criteria			Remark
Bidder's Annual Turnover during any one financial year out of last five financial years (2016-17 to 2020-21).	Any one of following Financial Year	Turnover of any one financial year in Rs.	-
	2020-21		Supporting Documents are to be attached along with the Annexure - III
	2019-20		
	2018-19		
	2017-18		
	2016-17		

Date:

Place:

Seal :



Authorized Signatory

Name:

Designation:

Contact No.:



Annexure IV

CERTIFICATE

(to be provided on letter head of the Organisation/ Institute/ University/Deemed University/ Society)

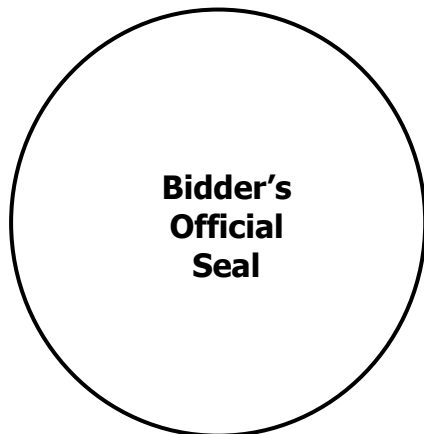
I hereby certify that the above firm neither blacklisted by any Central/State Government/Public Undertaking/Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Place:

Seal :



Authorized Signatory

Name:

Designation:

Contact No.:



Annexure V

Faculties and Work Order Details:

Sl. No.	Evaluation Criteria	Name of the faculties for Sl. No. 1	Remarks
		Name of the Client with Ref. No. /Order No. & date for Sl. No. 2/Experience Certificates	
1	Details of Trainers/Instructors/Faculty Members		Scanned PDF Copies list of Instructors / Trainers / Faculties along with their CVs and experience and performance certificates as per Scope of Work (Section- II) are to be attached along with the Annexure-V
2	List of Orders/Experience Certificates where the similar type of Training executed by the Vendor during the last five (05) years		Copy of Work Order received from clients in this regard/experience certificate/certificate of satisfaction for the performance issued in favour of the Organization or in favour of any Trainer or Team involved in the job as per mentioning the execution order no. Annexure V

Date:
Place:
Seal :



Authorized Signatory
Name:
Designation:
Contact No.:



ANNEXURE - VI

To
The GM(HRD&TRG/PM),
HRD & TRG Department,
Vidyut Bhaban, 5th Floor, 'D' Block,
Salt Lake, Sector – II, DJ Block,
Kolkata – 700 091.

Sub: - Earnest Money Deposit (EMD) Details.

Ref : NIeT No. _____ dated _____

**[Conducting Training on Computer Application for the Employees of
WBSEDCL]**

Dear Sir,

Earnest Money of Amount Rs. **3,00,000/- (Rupees Three Lakh only)** has been deposited
online on _____ The reference no. of Transaction is
_____ / has been paid through Bank Guarantee (BG) as per
format (Annexure-IXI), scan copy of the same has been uploaded in the NIC portal.

Thanking you,

Yours faithfully,

(Authorized Signatory with Seal and date)



Annexure VII

To
The GM(HRD&TRG/PM),
HRD & TRG Department,
Vidyut Bhaban, 5th Floor, 'D' Block,
Salt Lake, Sector – II, DJ Block,
Kolkata – 70

Sub: Self Declaration Certificate.

Ref : NIeT No. _____ dated. _____

**[Conducting Training on Computer Application (Basic and Advanced)
for the Employees of WBSEDCL**

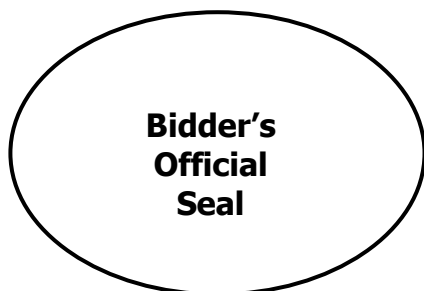
Dear Sir,

With reference to the above, I am/ We are offering our competitive bids for **Conducting Training on Computer Application (Basic and Advanced) for the Employees of WBSEDCL** , I / We hereby reconfirm and declare that we have experienced Trainers/Instructors etc. (whose CVs, experience & performance certificates are attached herewith) to provide quality Training in all the modules as mentioned under "Section-II".

Date :

Place :

Seal :



**Bidder's
Official
Seal**

Authorized Signatory

Name:

Designation:

Contact No.:

Email ID:



Annexure VIII

PROFORMA FOR BID GUARANTEE (Earnest Money)

(To be stamped in accordance with Stamp Act)

Ref:.....

Bank Guarantee No.....

Date.....

To
The General Manager (HRD & Trg.),
Human Resource Development Department.
West Bengal State Electricity Distribution Co. Ltd.
5th floor, D-Block, Vidyut Bhawan,
Bidhannagar, Kolkata - 700091.
West Bengal.

Dear Sirs,

In accordance with Invitation to bid under your Notice Inviting e-Tender (NIeT) No M/s....., having its Registered/Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said Bid of and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of valid up to..... on behalf of Bidder in lieu of the Bid deposit required to be made by the bidder, as a Condition precedent for participation in the said tender.

We, the..... Bank (Name) at..... (Address) having our Head Office at..... guarantee and undertake to pay immediately on demand by West Bengal State Electricity Distribution Co. Ltd. the Amount of (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'WBSEDCL' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to and including*

If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorized office, has set its hand and stamp on this day of20.....at.....

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Official Address)

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.



Item Wise BoQ

Tender Inviting Authority: GM (HRD & TRG/PM), WBSEDCL.

Name of Work: Conducting Training on Computer Application (Basic and Advanced) for the Employees of WBSEDCL

Contract No: WBSEDCL/HRDD/E-Tender/

Dated:

Name of
the Bidder/
Bidding
Firm /

PRICE SCHEDULE (Annexure-IX)

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

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

Sl. No.	Item Description (Subject, Topics & Venue)	Quantity	Units	Training fees without taxes (Per head for Training of 3 days duration) inclusive of all & considering facilities and support extended by WBSEDCL and other terms as mentioned in IB.22,IB.23,IB.24 and GCC.1 & GCC. 2 (Duration Three Days) (IN Rs.)	TOTAL AMOUNT without taxes col (7) = (3) x (5) in (IN Rs.)	TOTAL AMOUNT without taxes in Words.
1	2	3	4	5	7	9
1	Subject: Category-Training on Computer Application (Basic and Advanced)					
1.01	Topics: i)Computer Application - Introduction to Computers & Internet , Working with Windows/MS- Office (Latest version) and MS- office advanced ii)Soft Skill Training - Computer based presentation iii)Refresher Computer Application on IT Security,Cyber laws and its applications. iv)Conducting E-Tender through Govt. E-Tender portal including preparation of BOQ of e-tender documents. (Duration Three Days for all categories of employees) Venue: At all EETIs located at Kolkata (New Town), Tribeni, Burdwan (Hatgobindapur) , Kharagpur, Berhampore, Coochbehar ,Malda(To be commenced after installation of computer facility),Siliguri (To be commenced after installation of computer facility) Batch of the Training: 10 - 15 Heads	1	NO.		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words						INR Zero Only

BoQ1

