

**WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**  
**(A. GOVT. of W. B. ENTERPRISE)**  
Corporate HR Department, 7<sup>TH</sup> FLOOR, BLOCK-D,  
Vidyut Bhavan, Salt Lake, Kolkata-700 091  
CIN: U40109WB2007SGC113473, Web site: [www.wbsedcl.in](http://www.wbsedcl.in)


**INVITATION TO BID  
FOR**

**[Closed User Group (CUG) Mobile Phone Connection or Equivalent Scheme]**

**Providing Closed User Group (CUG) Mobile Phone Connection or equivalent facility to the officials of WBSEDCL at different units of the organization across different districts of West Bengal & at one unit in New Delhi for a period of two years.**

**e-Tender Notice No.: WBSEDCL/CHRNIT/CUG/2023-24/253 Date: 05.04.2023**

**WBSEDCL**

  
**(U.Sarkar)**  
**General Manager (HR & A)**



**WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**  
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**CIN: U40109WB2007SGC113473, Web site: [www.wbsedcl.in](http://www.wbsedcl.in)**

WBSEDCL invites e-Tender in prescribed format from experienced and bonafide bidders for providing Closed User Group (CUG) Mobile Phone Connection or equivalent facility to the officials of WBSEDCL at different units of the organization across different districts of West Bengal & at one unit in New Delhi for a period of two years meeting eligibility criteria mentioned in the Bid document. Detailed Scope of Work & Services, Specifications, Terms & Conditions thereof are given in the bidding documents, which are available at the online e-tendering portal [www.wbsedcl.in](http://www.wbsedcl.in) and [www.wbtenders.gov.in](http://www.wbtenders.gov.in).  
As per the following schedule:

Name of Work	Providing Closed User Group (CUG) Mobile Phone Connection or equivalent facility to the officials of WBSEDCL at different units of the organization across different districts of West Bengal & at one unit in New Delhi for a period of two years
Cost of Bid Document	Nil
Estimated Project Cost	Rs. 1.74Cr
Amount of Bid Guarantee to be deposited as EMD	Rs. 4,35,000/- in the form of DD/Bank Guarantee/Banker's Cheque in favour of 'WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED', payable at Kolkata
Publishing Date & time	12.04.2023 at 11:00 hrs.
Document Download Start Date & Time	12.04.2023 at 11:00 hrs.
Pre-Bid Meeting (Date/Time/Venue)	27.04.2023 at 11:00 hrs. (Venue- Conference Room, 7 <sup>th</sup> Flr., Block-A, Vidyut Bhavan, Salt Lake, Kolkata-91)
Document Download End Date & Time	05.05.2023 at 16:00 hrs.
Bid Submission Start Date & time	03.05.2023 at 11:00 hrs.
Bid Submission End Date & Time	15.05.2023 at 14:00 hrs.
End Date & Time for physical submission of Tender Fee & Bid Guarantee	16.05.2023 upto 14:00 hrs.
Date & Time of Opening of Techno-Commercial Bid	17.05.2023 at 16:00 hrs.
Date & Time of Opening of Financial Bid	To be intimated later
Validity of Bid	180 days
Website for downloading Bid documents, corrigendum & addendum	<a href="http://www.wbsedcl.in">www.wbsedcl.in</a> and <a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a>

(U.Sarkar)  
**General Manager (HR & A)**

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**DISCLAIMER**

This Tender Document is not an agreement and is not an offer or invitation by to any Bidder other than one that qualifies based on evaluation of submitted BIDs. The purpose of this tender document is to provide information to the potential Bidders to assist them in responding to this Tender Document. Though this Tender Document is prepared with sufficient care to provide all required information to the potential Bidders, they may need more information than that has been provided. In such cases, the potential Bidders are solely responsible to seek the information required for, at their own price, reserve the right to provide such additional information at its sole discretion. In order to respond to the Tender Document, if required and with the prior permission, the potential Bidder may conduct his own study and analysis, as may be necessary. The bidders are further advised to browse web-site regularly before the opening of tender for any amendments/latest updates, etc.

WBSEDCL's no representation or warranty shall incur no liability under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the Tender Document. WBSEDCL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document. WBSEDCL is not bound to accept any or all the tenders and reserves the right to postpone and/or to extend the date of receipt/opening of tenders or reject any or all tenders or to withdraw the tender notice without assigning any reason thereof and without any compensation in lieu of it. No applicant shall have any cause of action or claim against WBSEDCL or its officers, employees, advisors, agents, successors or assignees for rejection of tender.



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## **SECTION-I**

### **INSTRUCTION TO BIDDER**

#### **ITB.1**

WBSEDCL invites e-Tender in prescribed format from eligible bidders for providing GSM/VOLTE based Closed User Group (CUG) Mobile Phone Connection or equivalent facility of 4G and above network/bandwidth/spectrum to the officials of WBSEDCL at different units of the organization across different districts of West Bengal & at one unit in New Delhi for a period of two year from experienced and bonafide firms meeting eligibility criteria mentioned in the Bid document.

#### **ITB.2**

##### **ELIGIBILITY OF BIDDERS:**

#### **ITB.2.1**

Average Annual Turnover for last three financial years i.e. 2019-2020, 2020-21 and 2021- 22 or from the date of commencement of operation of the firm (as applicable), whichever is earlier must be at least Rs. 55 Lakh (fifty five lakhs) per year. Audited Accounts for the period 2019-2020, 2020-21 and 2021- 22 for Company registered under Companies Act, 2013, and for other, Accounts certified by any chartered accountant. Net worth for each of the last three financial years (2019-2020, 2020-21 and 2021- 22) should be positive.

#### **ITB.2.2**

The audited Profit & Loss account and Balance sheet for the respective years i.e. 2019-2020, 2020-21 and 2021- 22 should be submitted along with PAN, GST Registration certificate & the technical bid.

#### **ITB.2.3**

The bidder shall be a Mobile Service Provider having valid cellular (GSM) license given by DOT providing GSM/VOLTE based connections of 4G and above network/bandwidth/spectrum support. Duly attested copy of License should be provided by the service provider.

#### **ITB.2.4**

a. The bidders should be an independent GSM/VOLTE Mobile service provider in Kolkata & West Bengal Telecom Circle with country-wide roaming network availability with the capacity to provide GSM/VOLTE based Closed User Group (CUG) Mobile Phone connection or equivalent facility across different locations as per requirement of WBSEDCL.

b. Bids may also be submitted by joint venture firms/consortium (having not more than three partners with one partner as lead partner) with requisite technical qualification of the Members of the JV wherein at least one of the partner(s) of the joint venture/consortium should fulfill the requirements set forth under ITB. The work experience of any or all of the individual partners of JV may be furnished to evaluate the work experience of the bidder. In case of JV, if work experiences of all the partners are not submitted the system will not disqualify the JV and instead shall consider assuming a value of zero for partner/partners who has/have not submitted the experience value and certificate.

Joint Venture/Consortium shall comply with the following requirements:





- i. One of the partners shall be authorized by the other members of the JV/Consortium, for performing key role in execution of the contract and shall be designated as Lead Member; this authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories as per Annexure-VI.
- ii. The bid shall be signed by the authorized representative of the Lead Member.
- iii. The leader shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with the leader, provided otherwise requested by the joint venture and agreed between the Employer and the leader.
- iv. All partners of the joint venture/Consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.
- v. A Joint Venture/Consortium Agreement entered into by the partners shall be submitted with the bid as per Annexure-IX, including inter- alia delineation of responsibilities and obligations of each partner appended thereto, notwithstanding the joint and several liabilities.
- vi. The Joint Venture/Consortium Agreement should indicate precisely the responsibility of all members of JV/Consortium in respect of planning, implementation, providing support service, grievance handling mechanism, etc.
- vii. All members of JV/ Consortium should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of WBSEDCL; and
- viii. In order for a joint venture / Consortium to qualify, each of its partners or combination of partners must meet the minimum criteria listed in the Qualification Requirement for the Bidder under relevant Clauses of ITB for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with those requirements will result in rejection of the joint venture bid.

**ITB.2.4.1**

A firm can be a partner in only one joint venture/Consortium; bids submitted by joint ventures/Consortium including the same firm as partner will be rejected.

For the purpose of this particular bid, bidder shall meet the following minimum commercial criteria in past 5 (Five) years (upto 31.03.2022):

1. Experience in single completed contract of project execution of similar contract costing not less than the



- amount equal to 80% of the estimated amount of the project(s) actually applied for in the bidding process.
2. Experience in two completed contract of project execution of similar contract costing not less than the amount equal to individually 50% of the estimated amount of the project(s) actually applied for in the bidding process.
  3. Experience in three completed contract of project execution of similar contract costing not less than the amount equal to individually 40% of the estimated amount of the project(s) actually applied for in the bidding process.

**ITB.2.4.2**

All the partners of the JV/Consortium shall meet, individually, the qualification set forth at ITB.2.1 to ITB.2.3 above. The figures for each of the partner of the joint venture shall be added together to determine the bidder's compliance with the minimum qualifying criteria set out in clause ITB.2.1 above; however for a joint venture to qualify, the partner(s) of joint venture must meet the following minimum criteria:

- At least one partner shall meet, not less than 40% of the minimum criteria given at ITB.2.1 mentioned above.  
And
- At least one of the partner(s) shall meet any one of the criteria given at clause ITB.2.4.1. (1) or (2) or (3) mentioned above.  
And
- Each of the other partner(s) shall meet not less than 25% of the criteria given at ITB.2.1 mentioned above.

**ITB.2.5**

The bidder must be operating in West Bengal & Kolkata Region having 100% network coverage (pan India) and the service provider must have connectivity/operations in all areas of the state of West Bengal and at Delhi & NCR.

**ITB.2.6**

The bidder firm should not have been blacklisted/ debarred by any State Govt. Organization or Central Govt. Organization across India in the last three (03) calendar years and undertaking on non-judicial stamp paper in this regard shall be submitted by the authorized signatory of the bidder. During the contract period if the undertaking submitted by the vendor is found to be false, the order awarded to the vendor shall be terminated with forfeiture of the Bank Guarantee along with imposition of Risk Purchase clause and putting the service provider on holiday list (black listing).

**ITB.2.7**

The prospective Bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years upto 31.03.2022. Such abandonment or rescission will be considered as disqualification towards eligibility. A declaration in this respect has to be mandatorily furnished by the



prospective bidders in prescribed format as given in Annexure-XII. [Non-statutory Documents]

**ITB.2.8**

The bidder must have executed a similar contract of at least 02 (two) years CUG group or equivalent facility of at least 1000 (one thousand) connections per contract per year or of a contract of at least 1000 (one thousand) connections per contract per year in a particular organization either from public/private sector during the preceding three financial years upto 31.03.2022. A self-declaration statement shall have to be submitted on this ground along with supporting documents and satisfactory performance certificate from the owner/ client.

**ITB.2.9**

The service provider must have registered office anywhere in India.

**ITB.2.10**

The service provider must establish a site office with proper set up as per our requirement at Kolkata, fax and address within 30 days from date of receipt of receipt of LOA.

**ITB.2.11**

The service provider must provide a full-time Service Manager (SMR) at Kolkata who ---

- a) Should be responsible for all the relevant issues like completing Mobile Number Portability (MNP) process of existing connections, billing issues, payments, issuing of new SIM cards in case previous SIM card is damaged/lost, mobile network or signal related issues, etc.
- b) Must be available during standard business hours on all working days via telephone/SMS/e-mail & during the off-hours/odd-hours in case of emergency.
- c) There must be a specified individual to serve as backup during holidays/vacations and other times for any reason whatsoever if the named Service Manager is not available. The alternate manager must be able to be reached for emergency purposes during off-hours/odd-hours and shall be able to provide reasonable solution to address different issues related to the job.

**ITB.2.12**

No promotional/marketing SMS/call should be received on CUG number. DND service should be activated forever on all CUG numbers.

**ITB.2.13**

No VAS (Value Added Services) i.e Hello Tunes, Game shows, etc. to be provided on any SIM until the request is forwarded from WBSEDCL. In case any VAS activated on CUG SIM without prior permission from WBSEDCL, no payment will be made.

**ITB.2.14**

Copies of valid Profession Tax Payment Certificate, GSTIN Certificate, Trade License, CIN along with certificate of incorporation are to be submitted by the bidder.

**ITB.2.15** Customer References (Govt./PSU/Pvt. Sector Companies) are to be submitted.

**ITB.2.16** Interested bidders who desire to participate in the tender are to log on to the website <http://wbtenders.gov.in> or in the WBSEDCL's official website i.e. [www.wbsedcl.in](http://www.wbsedcl.in).

**ITB.3** Responsibility of Bidders:

**ITB.3.1** 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.

**ITB.3.2** 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. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by, which are based on the lack of such clear information of its effect.

**ITB.3.3** Any evidence of unfair trade practices, including overcharging, price fixing, cartelization 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 authority and penal measures as deemed fit would be imposed on such tenderer.

**ITB.3.4** The bid shall include all the information as per bid document.

**ITB.3.5** The bidder shall have to bear all the costs associated with the preparation and submission of bid and the WBSEDCL shall in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**ITB.4** General Guideline for e-Tendering:

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

**ITB.4.1** Intending Bidders desires of participating in the tender are to log on to the website <http://wbtenders.gov.in> for the tender can be searched by typing in the search box of the website & will have to be enrolled & registered with the e- Procurement system.

**ITB.4.2** 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. N Code Solution, Safescrypt, e-Mudhra). DSC is given as a USB e- Token. 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.

### **ITB.4.3**

Tenders are to be submitted online and 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".

### **ITB.5**

#### **Key Dates:**

#### ***Schedule of Dates for e-Tendering:***

<b>Activity</b>	<b>Date &amp; Time</b>
<b>Publishing Date &amp; time</b>	<b>12.04.2023 at 11:00 hrs.</b>
<b>Document Download Start Date &amp; Time</b>	<b>12.04.2023 at 11:00 hrs.</b>
<b>Seek clarification Start Date</b>	<b>13.04.2023 at 11:00 hrs.</b>
<b>Seek clarification End Date</b>	<b>24.04.2023 at 14:00 hrs.</b>
<b>Pre-Bid Meeting in presence of Bidder's representatives</b>	<b>27.04.2023 at 11:00 hrs. (Venue-Conference Room, 7<sup>TH</sup> Flr., Block-A, Vidyut Bhavan, Salt Lake, Kolkata-91)</b>
<b>Bid Submission Start Date &amp; time</b>	<b>03.05.2023 at 11:00 hrs.</b>
<b>Bid Submission End Date &amp; Time</b>	<b>15.05.2023 at 14:00 hrs.</b>
<b>Last Date for physical submission of Tender Fee &amp; Bid Guarantee</b>	<b>16.05.2023 upto 14:00 hrs.</b>
<b>Technical Bid opening date</b>	<b>17.05.2023 at 16:00 hrs.</b>
<b>Financial Bid opening date</b>	<b>To be intimated later</b>
<b>Validity of Bid</b>	<b>180 days</b>

**N.B :** If any "Strike" or "Holiday", falls/declared by the Govt. on date of Pre- Bid meeting or due date for Physical Submission of Tender Fee & Bid Guarantee, then the next working day (between mentioned working hours) shall be considered as scheduled date and schedule time.

### **ITB.6**

#### **Pre Bid Discussion:**

#### **ITB.6.1**

Pre bid discussion will be held at as per schedule indicated in "Key Dates Clause" above to clarify the queries, if any, from the vendors in respect of tender. Vendors may participate (maximum two persons from each vendor) in the said meeting for any such clarification.

#### **ITB.6.2**

Non-attendance at the pre- bid discussion will not be a cause for disqualification of the bidder.



**ITB.7****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 to the General Manager (HR & A), (Corporate), in written/ emailed as per schedule mentioned in "Key Dates Clause". Such query received from vendors prior to pre bid discussion shall only be discussed in the pre bid discussion. If any changes are decided in pre- bid meeting the same will be uploaded in the website official website i.e [www.wbsedcl.in](http://www.wbsedcl.in) <http://wbtenders.gov.in> and no other communication shall be made 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.

**ITB.8**

**Amendment / Addenda 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/ Corrigendum and the same will be uploaded in the website (<http://wbtenders.gov.in>) and [www.wbsedcl.in](http://www.wbsedcl.in) only in due time. WBSEDCL shall not have any obligation to inform the vendor through any other mode of communication. Such Addenda/ Amendments/ Corrigendum shall be binding on bidders and will be given due consideration by the bidders while submitting their offer with enclosing such Addenda / Amendments/ Corrigendum.

**ITB.9****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, shall be written in British English Language only.

**ITB.10****Period of validity of Bid:**

The bid shall remain valid for acceptance up to 180 (One hundred & eighty) days from the date of opening of Techno-Commercial bid of the tender. Vendors may be requested to extend Validity of their bid beyond 180 (One hundred & eighty) days if required so, without any change in their offer.

**ITB.11****Bid Guarantee (EMD):****ITB.11.1**

EMD shall be submitted ONLINE through this portal or in the form of Bank Guarantee (BG). To submit BG, bidders shall have to opt for EMD EXEMPTION in the e-tendering portal and scanned copy of the BG is to be uploaded in the portal. After submission of the bid through e-tendering portal, the original BG must be submitted at the office of General Manager (HR&A), Corporate Office, WBSEDCL, at the specified date and time. Otherwise, your bid shall not be considered for evaluation.

### **ITB.11.2** DIFFERENT MODES OF PAYMENT OF EMD: -

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 pre-filled information to make RTGS/NEFT payment using the 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.

The details of online transfer are as follows: -

Particulars	Details
Name of the Entity	West Bengal State Electricity Distribution Company Ltd
Bank Name	ICICI Bank Ltd
Account No.	193405000657
Account Title	West Bengal State Electricity Distribution Company Ltd
IFSC Code	ICIC0001934
MICR Code	700229096

**ITB.11.3** **Bank Guarantee:** For submission of EMD in form of Bank Guarantee (BG), the bidder will have to opt for EMD exemption in e-tender portal and upload the scanned coloured copy of BG in EMD exemption document upload section. Bank Guarantee (BG) should be drawn from any scheduled/nationalized bank as per Proforma of Bank Guarantee for Earnest Money/Bid Security given in the Tender Booklet (Annexwe-VII) with initial validity of 06(six) months from the due date of submission of tender and with a claim period of another 03 (three) months, subject to further extension if required in favour of West Bengal State Electricity Distribution Company Limited payable at Kolkata. Physical copy of the BG should be submitted at the office of the Tender inviting authority as per respective clause of NIT.

**For submission of Fees in form of Bank Guarantee, the particular of the banker of WBSEDCL is given below:-**

Particulars	Details
Bank Name	Punjab National Bank
Branch Name	Kolkata, LCB
Cash Credit Account No	1096250031709
IFSC Code	PUNB0172120
MICR Code	700024414

**ITB.11.4** EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. Partial payment through online mode and remaining submission through BG is not allowed.



**ITB.11.5 General Instruction for online payment:**

- 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 hours (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 hours to avoid any complicity.
- In case actual EMD amount as per NIT is more than the one shown in e-tender portal; bidders 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 bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the bank account from which the payment of EMD has been initiated.

**ITB.11.6 REFUND/SETTLEMENT OF EMD**

- a. For unsuccessful bidders, 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.
- b. For successful bid (s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- c. The Bank Account used for payment of EMD by the bidders shall be maintained operative until the completion of the tendering process. All refunds will be made mandatorily to the bank account from which the payment of EMD has been initiated.
- d. For any queries related to payments and refunds, bidders will have to communicate with ICIO Customer Support, via, 033-40267512/13 since payment gateway facility used by e-tender portal is maintained by ICICI.

**ITB.11.7 APPLICABILITY I.R.O. PAYMENT OF EMD**

There is no exemption in EMD for this tender.

**ITB.11.8 FORFEITURE/ RETURN OF EMD**

EMD by Bidder may be forfeited under the following conditions:

- i. If Bidder withdraws the proposal before the expiry of bid



validity period.

- ii. During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process.
- iii. If Bidder violates any of the provisions of the terms and conditions of the proposal. In the case of successful Bidder, if Bidder fails to:
  - a. Accept the work order along with the terms and conditions.
  - b. Furnish performance security.
  - c. Abide by any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
  - d. Ensure submitting false/misleading information/declaration/ documents/ proof/etc.
- iv. The decision of WBSEDCL regarding return/forfeiture of EMD shall be final and it would not be called upon for explanation under any circumstances.
- v. EMD of unsuccessful bidders shall be returned automatically through e-portal platform. EMD of the successful bidder will be returned through RTGS/NEFT mode by WBSEDCL after the signing of LOA and receipt of PBG.

**ITB.12**

**Mandatory Condition:** The bidder shall provide documentary evidence satisfactory & acceptable to establish that they have the requisite credential, capability and experience to handle the contract and meet requirements of all the Mandatory Conditions indicated in ANNEXURE-IV & V.

**ITB.13**

**Submission of Bid: Bids shall be submitted as under:**

**ITB.13.1**

Tenders are to be submitted online through the website <https://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 Proposal and the other is Financial Proposal. 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 Technical Bid.

**ITB.13.2**

The bidder needs to download the Forms / Annexures, fill up the particulars in the designated Cell and upload the same in the designated



location of Technical Bid.

**ITB.13.3** 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.

**ITB.13.4** **Technical Proposal:**

The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in two covers (folders).

**ITB.13.4.1** Folder-1: Scanned copy of Demand Draft (DD) towards tender fee as prescribed in NIT & Scanned copy of Bank Guarantee (BG)/Demand Draft/Banker's Cheque towards Bid Security as prescribed in NIT along with undertakings (ANNEXURE-I, ANNEXURE-II, ANNEXURE-XI & ANNEXURE-XII) and also original Bid proposal (ANNEXURE -III) are to be submitted in details in folder- 1 and scanned copy of NIT along with addendum and corrigendum if any.

**ITB.13.4.2** Folder-2: Credentials and documents in support of mandatory conditions as well as enclosed format vide ANNEXURE-IV and ANNEXURE-V must be filled & submitted in folder-2.

**ITB.13.5** **Financial Proposal:**

The financial proposal should contain the following documents in one cover (folder) named as Financial Proposal Folder. Unpriced BOQ is attached as pro-forma as Annexure-X for reference.

**ITB.13.6** **Bill of Quantities (BOQ):**

The bidder is to quote the Price online through computer in the space marked for quoting Price in the BOQ.

**ITB.14** **Submission of original copies of documents of Bid Security:**

**ITB.14.1** **Mode of Payment:** Cost of bid must be submitted within prescribed dates in the form of Demand Draft (DD) of any Scheduled Bank of India in favour of West Bengal State Electricity distribution Company, payable at Kolkata. Bid security must be submitted in the form of Bank Guarantee (BG)/Demand Draft/Banker's Cheque of any scheduled Bank of India. Payment in any other form will not be accepted. Format of undertaking as per Annexure-I also to be submitted along with cost of bid and bid Guarantee.

**ITB.14.2** **Place of submission:** The original copies of the DD & BG, towards Bid security shall be submitted in the following office:  
Office of the General Manager (HR & A), Corporate, Corporate HR Department, West Bengal State Electricity Distribution Company



Limited, Vidyut Bhavan, 7<sup>th</sup> Floor, D-Block, SaltLake, Sector-II, Kolkata  
– 700091

**ITB.14.3 Time of submission:**

The original copies of DD/BC/BG towards EMD shall be submitted in a sealed envelope in the office as stated above within the date and time as specified in the NIT. If the bidder fails to submit the original copies within the due date and time, his bid will stand rejected outrightly.

**ITB.14.4 Conditional and incomplete tenders are liable to summary rejection.**

**ITB.14.5 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.**

**ITB.14.6 Late Submission of Cost of Tender & Bid Guarantee:** Bidder shall take all possible measures to submit the Cost of Bid Guarantee within the schedule date & time at specified location prescribed elsewhere in the bidding document. Late submission of Bid Guarantee for whatever reason shall not be accepted.

**ITB.15 Opening and evaluation of tender**

**ITB.15.1 Opening of technical proposal:**

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.

**ITB.15.1.1 Technical proposals for those tenderers whose original copies of DD & BG towards Bid security have been received will only be evaluated. Proposals corresponding to which original copy of DD & BG towards tender fee & Bid Security has not been received, will not be opened and will stand rejected.**

**ITB.15.1.2 All bids found to be responsive as regards Clause ITB.11 will be examined in respect of “Mandatory Condition” & other qualifying requirements as detailed in the bid document. Bids which do not satisfy the “Mandatory Condition” and qualifying requirements will not be considered for technical evaluation.**

**ITB.15.1.3 Techno-Commercial Evaluation:** Only those techno commercial bids, qualifying the requirements of previous clause ITB.15.1.1 & ITB.15.1.2 will be opened. Decrypted (transformed into readable formats) documents in the folder will be downloaded for the purpose of evaluation. These bids will be examined and assessed for the techno commercial, performance and management capability of the bidder.

**ITB.15.1.4** 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.

**ITB.15.1.5** The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers.

**ITB.15.2. Opening of financial proposal (Price Bids):**

**ITB.15.2.1** Financial proposals submitted by the tenderers in the prescribed BOQ and declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.

**ITB.15.2.2** No deviation in any form in the price-bid sheet is acceptable.

**ITB.15.2.3** The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.

**ITB.15.2.4** After opening of the financial proposal the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded. The Tender Accepting Authority may ask any of the tenderers to submit analysis of their quoted rate.

**ITB.15.2.5** For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.

**ITB.15.3 Evaluation and Comparison of Bids (Price bids):**

**ITB.15.3.1** Rate to be quoted inclusive of all taxes except GST , which will be paid extra as per prevailing applicable law.

**ITB.15.3.2** The bidder shall indicate the above prices clearly in the respective price schedule i.e in BOQ. While quoting the price the bidder should keep in mind that the mobile connections provided under all the plans shall support the same network/spectrum/bandwidth to maintain uniformity.

**ITB.15.3.3** Condition if any, offered by any Bidder shall be outside the purview of commercial terms & conditions & shall not be considered during Bid evaluation.

**ITB.15.3.4** Evaluation of L1 bidder shall be made without considering any special

criteria viz. pertaining to the type of network/bandwidth/spectrum of the mobile connections intended to provide by the bidder in this tender. However, the minimum requirement of network/bandwidth/spectrum as laid down under ITB.1 shall be determinant to qualify a bidder to participate in the tender.

**ITB.15.3.5** No separate charge will be paid extra. 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.

**ITB.15.3.6** Procedure of bid evaluation: The following process will be taken care of during bid evaluation:

Plan Type	No. Of connections	Rate per plan (inclusive of all taxes excluding GST) [Rs.]	Net Price / Contract Price [Rs.]
SS	C1	i	C1 x i
A	C2	ii	C2 x ii
B	C3	iii	C3 x iii
C	C4	iv	C4 x iv
Total evaluated price			C1i + C2ii + C3iii + C4iv

The agency having lowest Total evaluated price = (Total contract price for the entire scope of work) + (GST as applicable) will be considered as L1 bidder.

## **ITB.16**

### **Time Schedule:**

The basic consideration and the essence of the Contract shall be strict adherence to the time schedule as it will be specified in the contract for supply & services in LOA (Letter of Award) to be issued from as per table appended below. The entire activity as per scope of work shall commence from your end within stipulated zero date. Date of issue of LOI (Letter of Indent)/ LOA (Letter of Award) shall be considered as zero date.

Commencement of Work	Zero Date i.e immediately upon awarding of contract
Date of hand over of the deactivated SIM cards	Within 15 days of awarding of LOA along with documentation & its activation to be done within 24 hrs. of intimation/ reporting after completion of MNP process (existing numbers). For new connections not requiring MNP, activation to be done within 24 hrs. of intimation/reporting; MNP (existing numbers)—as per TRAI norms
Time for fresh issuance of SIM (lost/damage, etc.)	Within 24 hrs. of intimation/reporting and activation within next 24 hrs.



Resolving issues	Within 24 hrs. from reporting of disruption of service or any such issue
	Within 2 days (maximum) from reporting of disruption of service or any such issue
N.B: For extension of time to resolve major issues the service provider shall have to apply in writing to SPOC of the respective office/unit/department and decision on extension shall be the sole discretion of SPOC, which will be binding on the service provider	

**ITB.16.1** Total Contract Period: Period of contract shall be 2 (Two) years from the date of commercial operation of the CUG Scheme. Performance of the work will be reviewed on a periodical manner. Extension for an additional period of 01 year will be allowed upon satisfactory performance of the service provider.

**ITB.17.** Price:

**ITB.17.1** Rate to be quoted per plan basis which shall remain unaltered during the contract period i.e for 2 (two) years.

**ITB.17.2** Price offer shall be submitted in the prescribed format annexed as per BOQ.

**ITB.17.3** **Currency:**  
The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.

**ITB.17.4** No deviation in any form in the Price Bid Sheet is acceptable.

**ITB.17.5** The rate per plan will be inclusive of all taxes except GST which will be paid extra as applicable.

**ITB.18** **Taxes, Duties and other levies:**  
Quoted rate shall include all the taxes & duties excepting GST. GST shall be payable by WBSEDCL as per applicable rules & procedure.

**ITB.19** Site visit:

**ITB.19.1** The bidder may be suggested to visit and examine the site (all over West Bengal) where service would be utilized by WBSEDCL, on his own responsibility and obtain information that may be necessary for preparing the bid, submission of offer and entering into a Contract for execution of service. The cost of visiting the Site shall be borne by the bidder fully.

**ITB.19.2** The bidder and any of its authorized personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the



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

**ITB.20**

**Issue of Letter of Award (LOA):**

WBSEDCL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined the lowest evaluated bid i.e L1 bidder, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. WBSEDCL shall be the sole judge in this regard.

**ITB.21**

**Acceptance of LOA:**

The successful bidder shall submit written unconditional acceptance of LOA within 7(seven) working days from date of issuance of the same. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause.

**ITB.22**

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 Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for its action.

**ITB.23**

**Settlement of Disputes:** In case of any dispute arising out of the contract, the same shall normally be settled through meeting between the authorized officers of both the parties.

**ITB.24**

From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

**ITB.25**

**Communication:**

The successful vendor, for communicating with, for this job may use the following modes:

FAX- (033)2359-1954;

Telephone-(033)2359-1954/ (033)23197342,

e-mail: [gmhr@wbasedcl.in](mailto:gmhr@wbasedcl.in)

**ITB.26**

**Representative of Vendor:**

**ITB.26.1**

The successful vendor is required to nominate one officer exclusively for this Project 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.

**ITB.26.2**

The vendor has to specifically furnish to WBSEDCL, the name, designation, Telephone no. including mobile no. email address of such





person.

**ITB.27**

**Reserve the Rights:**

To take care of unexpected circumstances, WBSEDCL shall reserve the rights for the following:

**ITB.27.1**

Extend the closing date for submission of the bid proposals.

**ITB.27.2**

Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders.

**ITB.27.3**

Allow a bidder to change its Technical proposal if the same opportunity is given to all bidders.

**ITB.27.4**

To accept any bid (not necessarily the lowest), reject any bid without assigning any reasons and accept bid for all or anyone.

**ITB.27.5**

Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.

**ITB.27.6**

Seek the advice of external consultants to assist WBSEDCL in the evaluation or review of proposals.

**ITB.27.7**

Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.

**ITB.27.8**

Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.

*Note:* Direct or indirect canvassing on the part of the bidder or his representative would be a disqualification.

**ITB.28**

**MONITORING OF CONTRACT:**

**ITB.28.1**

An officer or a committee of officers named CUG Committee may be nominated by tendering authority to monitor the progress of the contract during its delivery, installation & commissioning period.

**ITB.28.2**

During the delivery period the Committee shall keep a watch on the progress of the contract and shall ensure that service delivery within the contract delivery period satisfactory.

**ITB.28.3**

If delay in delivery of service is observed a performance notice would be given to the selected bidder to speed up the delivery.



**ITB.28.4** Any Change in the constitution of the firm, etc. shall be notified forth with by the service provider in writing to the tendering authority and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

**ITB.29** **SUB - LETTING OF CONTRACT:**

No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract. Under no circumstances the selected bidder shall assign or sub-let his contract or any substantial part thereof.

**ITB.30** Change of name of the tenderer at any stage after tendering, WBSEDCL shall deal with the service provider only in the name and at the address under which he has submitted the tender. All the liabilities/ responsibilities for due execution of the contract and if in circumstances he shall be relieved of any obligation under the contract. WBSEDCL may, however at his discretion deal with Agents/ Representatives/ Associates/ Principals/ Sister Concerns and such dealing shall not absolve the service provider from his responsibilities/ obligations/ liabilities to the WBSEDCL under the contract. Any change/alteration of name/ constitution/ organization of the service provider shall be duly notified to WBSEDCL, and WBSEDCL reserves the right to determine, the contract, in case of any such notification in the event of such determination the service provider may affect the purchase of the service not provided from elsewhere at the risk and cost of the tenderer.

**ITB.31** Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the service providers, who resort to canvassing, will be liable to rejection.

**ITB.32** Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.

**ITB.33** **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.
- ☐ If the bidder's near relative is posted as an employee/officer in any capacity in WBSEDCL, who is associated with the Tender Inviting Authority.
- ☐ If any employee of the bidding firm/company has or develops a financial or other interest with any employee/officer of WBSEDCL associated with the Tender Inviting Authority during execution of the contract.
- ☐ If 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-others information about, or to influence the Tendering Process of either or each of the Bidder.



☐ In the event of disqualification due to above reasons, the Bid Security of the bidder shall be forfeited for the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

**ITB.34**      **RE-INVITATION OF TENDERS/ BIDS:**

Re-invitation of bids would generally be avoided by the tendering authority. However, in case, higher prices than prevalent market rates have been received in the bidding process or considerable changes in specifications, terms and conditions are required to be made as a result of discussion in pre-bid conference or otherwise, re-invitation of bids shall be done.

**ITB.35**      **CHANGE OF OWNERSHIP/NOMENCLATURE OF BIDDER:**

**ITB.35.1**      Change of Nomenclature or Corporate structures of the Successful vendor is to be communicated with proper documents to the Ordering authority/ Controlling Officer well in advance for continuance of the contract.

**ITB.35.2**      Notification of award will constitute the formation of Contract.

**ITB.36**      **BLACKLISTING/HOLIDAY LISTING:**

The bidder should be having unblemished record and must not be blacklisted or declared ineligible for corrupt & fraudulent practices by any state/ central government/ PSU/ financial institutions / multilateral funding agencies / IDA & should not be black listed or declared ineligible for reasons other than corrupt & fraudulent practices by any state/ central government/ PSU/ financial Institutions /multilateral funding agencies / IDA on the date of bid submission for the last ten years. The bidder should provide an undertaking (self— certificate) that the bidder is not presently blacklisted for fraudulent or corrupt practices.



## SECTION: II

### Scope of Work (SW)

**GENERAL DESCRIPTION:-**West Bengal State Electricity Distribution Co Ltd. [hereinafter to be referred to as WBSEDCL] invites offers from competent agencies for providing Closed User Group (CUG) Mobile Phone Connection or equivalent facility to the officials of WBSEDCL at different units of the organization across different districts of West Bengal & at one unit in New Delhi for a period of two year from experienced and bonafide service provider meeting eligibility criteria mentioned in the Bid document.

#### **SW.1 DETAILED SCOPE OF WORK:**

**SW.1.1** Service Provider should have its own License from DOT for providing GSM/VOLTE based connections of 4G network/bandwidth/spectrum based Closed User Group (CUG) Mobile Phone Connection or equivalent facility in Kolkata/West Bengal & New Delhi & NCR Region (Telecom Circle) for a period of 2 (two) years.

**SW.1.2** The entire functioning/operation shall be done in a decentralized manner in a two-tier system one at the Corporate Level & the other at the site level.

**SW.1.3** *Plan Details:*  
The detailed description of each Plan is provided below:

PLAN FEATURES	MONTHLY RENTAL PLAN DETAILS			
	SS	A	B	C
Free Local Call per Month (PER MIN.)(OUTGOING)	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
Incoming Local Call	FREE	FREE	FREE	FREE
Free STD Call per Month (PER MIN.)	0	UNLIMITED	UNLIMITED	UNLIMITED
Call Charge Beyond free STD Call Limit (PER MIN.)	0	NA	NA	NA
National Roaming	0	FREE	FREE	FREE
Free SMS (LOCAL + STD) (PER MNTH.)	UNLIMITED	UNLIMITED	UNLIMITED	UNLIMITED
SMS Charge beyond free SMS Limit (LOCAL + STD)	NA	NA	NA	NA
DATA (NET CONNECT) per Month	500MB	30GB-option to carry forward unused data upto 70GB	50GB- option to carry forward unused data upto 100GB	80GB- option to carry forward unused data upto 150GB
ISD	0	0	0	AS PER ACTUALS
FREE SMS-BLACKOUT DAY *	AS PER ACTUALS	AS PER ACTUALS	AS PER ACTUALS	AS PER ACTUALS





**SW.1.4**

If any services are made free of charge or a maximum rate is fixed during contract period, whichever is lower than quoted by L1 bidder, by a rule/policy/ notification/ guideline of Govt./TRAI like national roaming, etc., then the same rule will be applicable from the date of such rule/policy/notification/guidelines irrespective of rates quoted by the bidder.  
(\*)

**SW.1.5**

**Total No. Of connections:**

Sl. No.	Plan Type	Estimated Total No. Of connections	Units covered
1	SS	800	Corporate/Zone/Region/Division (INCLUDING CCCs & Sub-stations)/ Projects (Hydel units & PPSP site) & Liaison Office, New Delhi
2	A	2500	
3	B	175	
4	C	25	
TOTAL		3500 (APPROX.)	

*Management reserves the right to include or delete or change in slabs of the connection under CUG on the same terms and conditions to be finalized as per NIT.*

**SW.1.6**

The service provider has to provide SIM cards supporting appropriate network/bandwidth/spectrum to all the users under the Plan. Upgradation of existing SIM cards for supporting an advanced network/bandwidth/spectrum, as & if needed, based upon introduction of a new technology in the future shall have to be provided by the service provider free of cost to prevent any disruption of service.

**SW.1.7**

All incoming calls shall be free irrespective of the origin of the call. However, International Roaming call charges shall be applicable as per actuals for Plan C category only.

**SW.1.8**

During the entire period of contract, the quoted rate shall not be increased.

**SW.1.9**

GST as applicable shall be paid over and above the contract amount.

**SW.1.10**

The service provider will temporarily /permanently stop/deactivate a SIM as soon as request is received from the WBSEDCL's representative (SPOC). The deactivated SIM will not be allotted to any other Company/customer without consent of WBSEDCL authority by the service provider. SIM to remain blocked till re-allotment to any official of WBSEDCL. No additional charge shall be payable for holding the SIM on account of non-allotment to any user, although every effort shall be made by WBSEDCL to suitably re-allot the SIM cards amongst the users.



- SW.1.11** Upon deactivation, there shall be 'zero 'billing against the SIM until further connection.
- SW.1.12** A total of 10 nos. Of SIMs shall be provided as spare in stock with each of the SPOCs of WBSEDCL to cater during exigencies like lost SIM/Damaged SIM, additional users, etc.
- SW.1.13** The responsibility of distribution of SIM shall be done by the service provider at its own cost. The distribution shall be done through SPOC's at different units throughout the organization; list to be provided along with LOA.
- SW.1.14** Mobile connection (SIMs) must be delivered at the SPOCs at the respective units within 15 days of issuance of the award to the service provider and the same shall be activated immediately within 24 hrs thereafter.
- SW.1.15** The service provider shall bring into the knowledge of the authority i.r.o all cases where the actual bills exceed monthly rentals. Bills/Claims to be generated as per actual usage; any additional payment shall be made to service provider and mode of dealing with such issue internally will be dealt administratively.
- SW.1.16** No promotional/marketing calls/SMS should be received in the CUG connection. DND (do not disturb) service should be activated forever on all CUG number
- SW.1.17** No other chargeable service in any form should be activated in CUG number other than fixed rental/billing CUG mentioned in the Financial Bid.
- SW.1.18** Service provider should have the facility to provide free integration with free CUG facility.
- SW.1.19** No extra charges shall be payable other than the rental mentioned as per the plan. No handling, clearing, transport charges, etc. will be paid by WBSEDCL.
- SW.1.20** Setup of Administrative office at Kolkata (if not available).
- SW.1.21** Deployment of Service Managers (SMR) in Kolkata to supervise and monitor the entire functioning of the Scheme and for looking after the day-to-day issues across all units in West Bengal and at Liaison Office, New Delhi.
- SW.1.22** The Service Manager must be available through e-mail/telephone/SMS or a specific individual in their absence/during the vacations/holidays at all times.
- SW.1.23** The service provider has to provide an Escalation Matrix for handling user grievances/complaints.



- SW.1.24** The service provider shall be responsible for installation of new towers/boosters, etc. to introduce/upgrade its network system for providing effective service at its own cost within 3 (three) months of awarding of LOA. The service provider shall keep the SPOC updated on such activities from time to time in case any installation set up/mounted within the Company premise (with due approval of Ordering authority) or at any other location outside the Company premise to enhance/ boost up voice call facility /data connectivity in interest of WBSEDCL.
- SW.1.25** Service provider shall have to maintain cellular services on 24 x 7 basis. The service provider will ensure good signal strength/uninterrupted communication at all times. For data connectivity 4G service shall be available at all zones, however, in absence of 4G connectivity, 3G service shall automatically be provided (but not below 3G service).
- SW.1.26** The service provider shall be solely responsible to address all network related issues.
- SW.1.27** The service provider shall have to activate Mobile numbers already in use by WBSEDCL procured by way of number portability as per TRAI guidelines. Any additional connections/mobile SIM numbers, if required to be added will become the property of WBSEDCL.
- SW.1.28** At expiry of contract, the vendor will not have any claim on the numbers allotted to WBSEDCL and service provider would not raise any objection as and when WBSEDCL decides to port such numbers to a new service provider.
- SW.1.29** On satisfactory performance the contract may be extended for a further period of 01 year at prevailing rates and terms & conditions of the instant tender for which the service provider shall have no objection.'
- SW.1.30** The WBSEDCL shall not be responsible for any injury or damage sustained to the service provider's authorized personnel (or his team) engaged for the job, during execution of above work.
- SW.1.31** In case the monthly data limit allotted in the plan gets exhausted, the service provider may shift the data spectrum to 2G service with an intimation to the concerned user, for which Company shall not bear any extra expenditure.
- SW.1.32** Service Provider will be bound to provide regular information regarding inactivation and/or non-using of any SIM card for a period of 1 month or more.
- SW.1.33** Service Provider will have to provide a central dashboard for monitoring the usage of data and generation of different kind of reports i.r.o usage of data.



**SECTION: III**  
**General Conditions of Contracts [GCC]**

**GCC.1**

**Definition of terms:**

- a. In writing these General Conditions of Contract, Specification and Bill of quantity/bidding schedule (schedule of work) the following words shall have normally the meanings here-in-after indicated unless there is something in the subject matter of content inconsistent with such construction.
- b. The Company/Purchaser/Owner/Department shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD, having its Office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata-700091.
- c. The Ordering authority shall mean the competent authority awarding LOA for WBSEDCL.
- d. The Controlling Officer shall mean the Head/In-charge of the concerned unit of the organization awarding specific Work Order against the LOA.
- e. SPOC shall mean a WBSEDCL official designated to function as Single Point of Contact for the units under its jurisdiction.
- f. The term Holiday Listing means black listing a firm/vendor/service provider i.e barring the firm/vendor/service provider from participating/to carry out any work at any unit of the Company for a specified period.

**GCC.2**

**General Requirement:**

- i. Cost of bidding: The Service provider shall bear all cost associated with the preparation and submission of their bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- ii. Correctness and sufficiency of rates quoted in the tender: The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the bidder under the contract and all materials etc. necessary for the proper completion of the work.
- iii. The service provider shall execute, complete and maintain the work as per direction of the Ordering authority of the work or his representative.
- iv. Service provider's staff at site: The service provider shall provide at site his authorized representative duly approved by the Controlling officer (approval may be withdrawn for a particular person, if necessary). The service provider and/or his authorized representative is to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on





behalf of the service provider) direction's and instructions from the Ordering authority/ or his representative (Controlling Officer & others.).

- v. Zero Date shall mean the date of award of the LOA to the service provider by WBSEDCL.
- vi. Removal of persons employed at site: The Controlling Officer/ his representative/SPOC shall, in consultation with the Ordering authority, be at liberty to ask the service provider to remove from the site such person, deployed by the service provider in the execution of the work, who in the opinion of the Controlling Officer/his representative misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the work without the permission of the Controlling Officer/ his representative.
- vii. Setting out: The service provider shall be responsible for setting up a Help Desk facility to address grievances and carry out its function smoothly.

### **GCC.3**

**GUARANTEE:** The entire system should be guaranteed for satisfactory operation and good service within the operational period of the Scheme.

### **GCC.4**

#### **Performance Bond/Security Deposit:**

As Contract Guarantee, the successful bidder has to furnish a Performance Guarantee in the form of Bank guarantee from any Schedule Indian Bank amounting to 3% of the contract price as per the schedule for submission of documents for the contract period. For any failure towards satisfactory performance on the part of the vendor, the Bank Guarantee will be liable to encashment and forfeiture.

- a) Performance Guarantee furnished in any other form will not be accepted.
- b) Performance Guarantee will not carry any interest
- c) The above Performance Guarantee is to be submitted within fifteen (15) days from the date of issue of the order and shall remain valid up to ninety (90) days after end of the contract period, with a further claim period of 90 days.
- d) In case the contract is renewed, the successful bidder has to extend the validity of the Performance Bank Guarantee for a further period of ninety (90) days from the end of the renewed contract Period, with a further claim period of 90 days.
- e) In case bidders quote in the range of -20% to 80% of the estimated rate, an additional Performance Security in the given format (Annexure-XIII) need to be submitted which shall be equal to 10 % of the tendered amount.

### **GCC.5**

#### **Variation, Omission, Addition & Alteration:**

The Service provider shall not modify the scope except under direction in writing by the Company. The quoted rate of each item shall remain firm till completion of contract. The owner reserves the right to increase or decrease the no. of connections as required as specified in the accompanying technical



specifications as may be necessary, at the time of award of contract or during the execution of the contract. It is intimated that all the consumers under the various site office included in this specification are to be handled by the agency. In case, any new unit is created under the Company during the tenure of contract, the vendor has to supply requisite number of connections without any extra cost to WBSEDCL.

**GCC.6**

The Company reserves the right to alter, amend, and omit or otherwise vary the quantities as may be necessary but such variation will be limited to  $\pm 10\%$  (plus or minus ten percent) of the contract price. Payment shall be made as per actual billing.

**GCC.7**

**Terms of Payment:**

**GCC.7.1**

The invoices shall be correctly prepared in quadruplicate in the name of consignee(s)/ designated officer and shall be submitted as under: -

- a) The agency shall furnish the monthly consolidated itemized bills for bill collection to the designated officer, by 7<sup>th</sup> of each month for the work carried out during the last month, which after verification from the respective office (as per Schedule of Work) shall be processed for payment.
- b) The billing cycle is from 1<sup>st</sup> of every calendar month to end of every calendar month.
- c) The payment shall be made on or within 45 days from the date of submission of clear bills as per the prevailing payment policy in WBSEDCL.
- d) Following documents shall be submitted along with the bills:
  - i) A certificate/undertaking to the effect that proof of GST at actual as has been claimed and other relevant documents for reimbursement of charges paid by the supplier on behalf of the purchase, may be enclosed with the original invoice, if required.
  - ii) Necessary MIS/output reports i.e Monthly transaction report (Hardcopy and softcopy), etc.
  - iii) Payment shall be made in a decentralized manner by the DDOs across different units Corporate (respective wings)/ Zone/ Region/ Division/ Project (Hydel)/ PPSP HQ & others. as per details to be provided along with LOA.

It is intimated that in any case the vendor shall not try to adjust his due payment towards the service charges from the deposited bill amount, in such happenings the same shall be considered as embezzlement.

**GCC.8**

**Completion of Contract:**

All works under the contract must be completed within stipulated timeline of completion mentioned in NIT.

**GCC.9**

**Extension of time:**

An extension of time without imposition of liquidated damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the service provider. Such extension may only be granted on the basis of application to be submitted by the service provider who has to establish that the extension of time required by him is not due to his fault.



#### **GCC.10**

##### **Liquidated Damage:**

If the service provider shall fail to perform the work within the time prescribed, following liquidated Damages are applicable:

1. Delay in commencement of commercial operation i.e unable to supply SIM cards within 15 days from 'zero date' of award of the contract, a lumpsum amount of Rs. 5000/- (five thousand) shall be deducted for every day's delay from the contract value (i.e delay in supply of material at each of the SPOC shall attract penalty to the extent as afore stated from the total contract value under that corresponding unit- Corporate/Zone/Hydel wing, etc.), which will be recovered from the outstanding claims of the service provider at a time. subject to a maximum of 5% of the total contract value.
2. Penalty for interruption in service: If the service provider fails to redress any issues within the stipulated time-frame as mentioned under ITB.16, penalty of requisite amount as mentioned below shall be imposed for the delay from the contract value (i.e delay in supply of material/settlement of issue at each of the SPOC shall attract penalty to the extent as afore stated from the total contract value under that corresponding unit- Corporate/Zone/Hydel wing, etc.)
  - **Rs. 100/-** (rupees one hundred only) for delay every 24 hrs or part thereof per connection per issue or delay in re-issue & activation of SIM (lost/ damaged cases)
  - **Rs. 150/-** (rupees one hundred and fifty only) for major disruption in service affecting a large group for delay more than 2 (two) days or part thereof per connection.
3. The total amount as penalty shall be recovered subject to a maximum of 10% of total contract value annually.
4. Levying of Penalty- Decision of the Ordering authority shall be final in this regard.
5. Waiver of penalty- Ordering authority will have power to waive penalty on satisfactory ground.

#### **GCC.11**

##### **Risk Purchase:**

If the service provider fails, on receipt of the order, to take up the work within stipulated period or handover the data/document after partial execution of the work, WBSEDCL shall have the liberty to get the service done through other service provider at its own risk and additional amount, if any. If the situation so warranted to compel WBSEDCL to cancel the order placed on the service provider, he be liable to compensate the loss or damage, which may sustain due to reasons of failure on his part to execute the service in time.

#### **GCC.12**

##### **Company's Right to Terminate the Contract:**

If the service provider neglects or fails to commence the service within the



scheduled time of completion of the work or fails to provide satisfactory solution within scheduled time for completion or within the extended time approved by the Company or fails to restore appropriate connectivity facility during severe breakdown in service for whatsoever reason or fails to provide improved service on account of upgradation in technology which otherwise might cause service disruption, the Company shall have right to terminate the order/ letter of intent after giving notice in writing to the service provider. If the service provider fails, after 14(fourteen) days' of such notice, to proceed with the work in the manner notified, the Company shall terminate the contract.

In addition, such action by the owner as aforesaid shall not relieve the service provider of his liability to pay liquidated damages for delay in completion of works. The termination of the contract under this clause shall not entitle the service provider to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract.

### **GCC.13**

#### **FALL BACK ARRANGEMENT:**

Provision shall be made in the agreement that in the event of failure of the Agency to fulfill its obligations, duties and responsibilities as per the agreement terms, WBSEDCL shall inter alia have the right, at any time to resort to fall back arrangement. Under this plan, WBSEDCL shall take charge of all facilities and systems whether in operation or under execution after giving suitable notice as provided in the agreement and can recover from the security deposit the losses suffered due to such failure. If the security deposit is insufficient, the service provider shall pay the difference to WBSEDCL, failing which WBSEDCL shall have right to recover the sum through legal or other means.

The WBSEDCL shall have the right in such circumstances to manage the system itself through any other service provider as it may deem fit after taking charge of the facilities and no claim of service provider (under contract) for compensation in this respect shall be entertained.

### **GCC.14**

#### **HANDING OVER ON TERMINATION:**

Upon termination of the agreement, the service provider's authority to act in the area shall immediately cease. Upon termination of the contract the service provider shall transfer the data/ documents in soft or hard copies to competent authority of WBSEDCL. The service provider will not have any claim on the numbers allotted to WBSEDCL and service provider would not raise any objection as and when WBSEDCL decides to port such numbers to a new service provider.

### **GCC.15**

#### **Force Majeure:**

WBSEDCL shall not be responsible or liable to pay any compensation for any interruption in your work due to strike, lockout, riot, earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. WBSEDCL will not take any additional liability towards enhanced taxes, duties and price variation due to force majeure condition.

**GCC.16**

**Decision:**

WBSEDCL management's decision in consultation with the SPOC is final in respect of all matters which are left to the decision regarding granting or withholding of certificates. Decision to be made by Controlling Officer in consultation with the Ordering authority for this purpose. If, in the opinion of the service provider, a decision made by the Controlling Officer is not in accordance with the meaning and intent of the contract, the service provider may file with the Controlling Officer, within 7 (seven) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Controlling Officer's decision and the decision shall become final and binding.

**GCC.17**

**Language:**

All documents pertaining to the contract including specifications, schedule notices, correspondences, operating instruction, or any other writings be written shall be in English language.

**GCC.18**

**Completion of work:**

The order/LOA shall have to be performed strictly as per terms & conditions specified in the NIT.

**GCC.19**

**Settlement of dispute:**

All disputes concerning question of fact arising under the agreed Work Order shall be decided by the WBSEDCL. The WBSEDCL subject to a written appeal by the Bidder, shall decide upon the disputed fact and circumstances. The decision of the WBSEDCL shall be final and binding on both the parties hereto. Any disputes or differences including those considered as such by only one of the parties hereto arising out of or in connection with this agreed work order shall be to the extent possible settled amicably between the parties hereto.

**GCC.20**

**Jurisdiction of Court:**

Jurisdiction regarding adjudication of any amicably unsettled dispute between the parties would be limited only to courts in Kolkata.

**GCC.21**

**CONFIDENTIALITY:**

Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.

**GCC.22**

**DEDUCTION FROM CONTRACT PRICE:**

All costs, damages or expenses which WBSEDCL may have paid, for which under the contract the service provider is liable, will be claimed by the owner. All such claims shall be billed by the owner to the service provider regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the service provider to properly identify such claims. Such claims shall be paid by the service provider within fifteen (15) days of the receipt of the corresponding bills and if not paid by the





service provider within the said period, the owner may then deduct the amount, from any payment due or becoming due by him to the service provider under the contract or may be recovered by actions of law or otherwise, if the service provider fails to satisfy the owner of such claims.

**GCC.23**

**COMPLETENESS OF CONTRACT ON TERMINATION:**

The contract shall be considered completed on termination of the contract period after full handing over of data, documents or material as per HANDING OVER ON TERMINATION (GCC.14) clause and clearing all dues towards the agency.

**GCC.24**

**WBSEDCL's Personnel:**

**GCC.24.1**

Ordering authority shall mean the competent authority awarding LOA for a WBSEDCL.

**GCC.24.1.1**

Controlling Officer: GM (HR & A)-Corporate HR/ Zonal Manager-Zone/ Regional Manager-Region/ Divisional Manager-Division/ Chief Engineer-Hydel HQ/ Head of Office at Liaison Office, New Delhi, etc.

**GCC.24.2**

SPOCs at Corporate (all offices of Vidyut Bhavan & Abhikhan other than other than those mentioned below)

SPOC for each of the units at -Hydel HQ/Siliguri-Burdwan-Berhampore-Midnapore-Kolkata Zone/PPSP HQ/RE HQ/Dist. HQ

Details shall be mentioned in LOA.

**GCC.24.3**

Nodal Officer: Head of Office at Liaison Office, New Delhi/ HR & A Officer at Corporate HR Deptt./Zone/Region/Division/Hydel Projects, etc.; Details shall be mentioned in LOA.

**GCC.24.4**

Claim Certifying Authority: Head of Office at Liaison Office, New Delhi/ HR & A Officer at Corporate HR Deptt./Zone/Region/Division/Hydel Projects, etc.; Details shall be mentioned in LOA.

**GCC.24.5**

Paying Authority: DDOs of respective accounting units. Details shall be mentioned in LOA.

**GCC.25**

**DEATH/ BANKRUPTCY ETC.:**

If the service provider dies or dissolve or commit any act of bankruptcy or wound up except for reconstruction purpose or carry on his business under a receiver, the executors successors, or other representatives in law of the state of the service provider or any such receiver, Liquidator, or any persons to whom to the contract may become vested shall forth with given notice thereof in writing to the purchaser and shall for one (1) month during which he shall take all reasonable steps to prevent stoppage of the work have the option of carrying out the service provider subject to his or their providing such guarantee as may be required by the purchaser but not exceeding the value of the work for the time being remaining relieve unexecuted provided however that nothing above said shall be deemed to relieve the service provider or his



successors of his or other their obligations under the contract under any circumstances. In the event of stoppage of the work the period of the option under this clause shall be seven

(7) days only. Provided that, should the above option be not exercised, the contract may be terminated by the purchaser by notice in writing to the service provider and the same power and provisions reserved to the purchaser in Handing Over on Termination Clause in the event of taking the work out of the service provider's hand's shall immediately become operative.

**GCC.26**      **EFFECTING RECOVERIES:**

Any loss, arising due to non-fulfillment of this contract or another contract, will be recovered from the Security & Performance Deposit/ Guarantees held and / or any other amount due to the agency from the WBSEDCL from this Contract as well as from other contracts.

**GCC.27**      **RESPONSIBILITY:**

**GCC.27.1**      The agency shall be fully responsible for any activity related to the contract and take adequate measures to execute/maintain the same.

**GCC.27.2**      The vendor will be responsible for any loss/ damage incurred by the Company on account of any wrong doings/ deficiency on part of the service provider during the contract period/extended contract period and will be liable to compensate the same amount within 48(forty eight) hours from the time of occurrence of loss/ damage, otherwise the same amount will be realized from the pending bill(s) or Performance B.G lying with WBSEDCL. Vendor shall take necessary action for insurance, if required, in this respect at his own cost and risk. A maximum of 10% of total contract value annually shall be recovered.

**GCC.28**      Severability- If any clause of this NIT are held to be otherwise unenforceable, the remainder of the clause of NIT will still be applicable.



## LIST OF ANNEXURE

1. Annexure-I : Proforma for undertaking to be submitted by the bidder.
2. Annexure-II : Format of Letter for submission of Bid
3. Annexure-III : Format of Bid Proposal
4. Annexure-IV & V : Format of Mandatory Condition
5. Annexure- VI : Format of Bank Guarantee for Bid Guarantee
6. Annexure-VII : Format for Bank Guarantee for Contract Performance
7. Annexure- VIII : Contract Agreement Form
8. Annexure-IX : Joint Venture Agreement Form
9. Annexure-: X : Unpriced BOQ
10. Annexure-XI : Proforma for declaration of black listing/ holiday listing
11. Annexure-XII : Proforma for declaration regarding abandonment and rescission of work
12. Annexure-XIII : Format for Additional PBG
13. Annexure-XIV : POA



**PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER**

**(For genuineness of the information furnished on-line and authenticity of the documents  
produced before Tender Committee for verification in support of his eligibility)  
(To be executed on non-Judicial stamp paper of requisite value)**

Ref.....

Date.....

To  
The General Manager (HR & A)  
Corporate HR  
West Bengal State Electricity Distribution Company Limited,  
7<sup>th</sup> Floor, Block-D,  
Vidyut Bhavan.,  
Bidhannagar, Kolkata- 700 091

Dear Sir,

I, -----, Partner/Legal Attorney/ Accredited

Representative of M/S-----, solemnly declare that:

1. I/We\* have thoroughly read and examined the following Bidding Documents relating to the  
----- (full scope of work).
  - a) Notice Inviting Tender.....
  - b) Condition of Contract for containing sections, "Information for Bidder" (IFB), "Instruction to Bidders (ITB)", "General Conditions of Contract (GCC)", "Scope of Works (SW)".
2. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
3. If any information and document submitted is found to be false/ incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

Should this Bid be accepted, I/We\* also agree to abide by and fulfill all the terms and conditions of provisions of the above mentioned Bidding Documents.

Signature along with Seal of Co.....

(Duly authorized to sign the Tender)

Name.....

Designation.....

Name of Co (in BLOCK Letters).....

Telephone No..... Fax No..... E-mail.....

Dated: .....



Format of Letter for submission of Bid

LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-Tendering PORTAL OF NIC)

To  
The General Manager (HR & A)  
Corporate HR  
West Bengal State Electricity Distribution Company Limited,  
7<sup>th</sup> Floor, Block-D,  
Vidyut Bhavan.,  
Bidhannagar, Kolkata- 700 091

Sub: Letter for submission of Bid for the work

.....  
.....  
.....  
.....

.....  
Ref: 1.NIT No. ....dated.....

2. Tender Id No. ....

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the Bid Guarantee and cost of bid, Power of Attorney & Undertaking being submitted by us in hard copies, which have been furnished on-line also.

This Bid and your subsequent Letter of Acceptance/ Work Order shall constitute a binding contract between us.

We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

Thanking you,

Yours faithfully,

.....  
.....



WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD.  
Corporate HR Department  
7<sup>th</sup> Floor, D-Block  
Vidyut Bhawan: Kolkata 700091

Tender Notice No: WBSEDCL/CHR/NIT/CUG/2023-24/.....

Date: .....

BID PROPOSAL

**From :**

Bidder's Name and Address : .....

Contact person : .....

Designation : .....

Telephone No.-(L/L & mobile): .....

Fax : .....

Tender Reference : .....

To  
The General Manager (HR & A)  
Corporate HR  
West Bengal State Electricity Distribution Company Limited,  
7<sup>th</sup> Floor, Block-D,  
Vidyut Bhavan.,  
Bidhannagar, Kolkata- 700 091

Sub. : Invitation to bid for Closed User Group (CUG) Mobile connection or equivalent facility to officials of WBSEDCL at different units of the organization across different districts of West Bengal & at one unit at Liaison Office, New Delhi for a period of two year

Dear Sir,

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

**2. PRICES AND VALIDITY:**

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 and prices are firm.



We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.

3. Cost of Bid: We have enclosed DD as cost of bid in favour of .....  
of Rs..... payable at Kolkata of..... vide DD  
No..... dated.....

4. BID GUARANTEE: We have enclosed a Bid Guarantee in the form of Bank Guarantee  
from..... drawn in favour of WBSEDCL for an amount of  
Rs..... & valid up to..... with further claim period of 90 days or  
DD / BC as EMD / Bid Guarantee in favour of .....  
of Rs..... payable at Kolkata of..... vide DD  
No..... dated.....

5. FORMAT OF UNDERTAKING - We have enclosed format of undertaking as per  
Annexure -I.

6. DEVIATIONS:

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

7. WORK SCHEDULE:

If this proposal is accepted by you, we agree to provide services in accordance with the  
schedule indicated in the proposal, we fully understand that the work completion schedule  
stipulated in the proposal is the essence of the Contract, if awarded.

8. CONTRACT PERFORMANCE GUARANTEE:

We further agree that if our proposal is accepted, we shall provide a Contract Performance  
Guarantee of value, equivalent to 10% of the estimated contract price as stipulated in Bid  
document in the form of Bank Guarantee in your favour within stipulated time as mentioned  
in bid from the date of placement of Letter of Award and undertake to enhance the same, as  
required, as to be informed time to time.

Dated.....this.....day of. .... 2023

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_  
Place \_\_\_\_\_

(Signature) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

Business Address:

Name & Address of Authorized Signatory: \_\_\_\_\_



**Annexure-IV****Mandatory Condition**

<b>Sl. No.</b>	<b>Requisite Credential</b>	<b>Requisite Document</b>	<b>Supporting</b>	<b>Submitted (Yes/No)</b>
1	Average Annual Turnover for each of last three financial i.e for year 2019-20, 2020-21& 2021-22 must be at least Rs. 55,00,000/- (Fifty five lakhs )	The audited Profit and Loss account and Balance Sheet for respective year (s) should be submitted		
2	Contract/Work Order details from public/private sector during the preceding three financial years till date.	Satisfactory completion certificate /ongoing certificate from the ordering authority along with the copy of order / copy of agreement has to be submitted		
3	Valid cellular (GSM/VOLTE) license given by DOT	Duly attested copy of License should be provided by the service provider		
4	Blacklisting/Holiday Listing	Undertaking on non-judicial stamp paper in this regard shall be submitted		
5	PAN details	Relevant document issued by Income Tax Deptt., Govt. Of India to be submitted		
6	GST	Relevant document to be submitted		
7	Abandonment /Rescission of Work	Undertaking in this regard shall be submitted		

**N.B.: Each page of all the documents/copy of certificates should be submitted with attestation by the authorized signatory and with seal & date.**

\_\_\_\_\_  
Signature of the bidder with Office Seal





# Annexure -V

## WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD.

Tender Notice No: WBSEDCL/CHR/NIT/2023-24/.....

Date: .....

Details of information to be provided in support of Mandatory condition (copy of supporting document to be submitted with the bid)

Sl. No.	Item Details	Details		
1	Contact Person with Telephone No., Mobile No., E-mail ID and FAX No. of the Bidder			
2	Communication details.			
3	Permanent Account No. (PAN)			
4	Professional tax Registration No.			
5	Company Registration No.			
	GST Registration Number			
6	Annual Turn Over for last three financial years (as applicable) i.e for year 2019-2020, 2020-21& 2021-22	1 <sup>st</sup> yr. (Rs. In Lakhs) (2019-20)	2 <sup>nd</sup> yr. (Rs. In Lakhs) (2020-21)	3 <sup>rd</sup> yr. (Rs. In Lakhs) (2021-22)
7	Orders received and executed by the bidder	Organization where worked with Contact Telephone No. and FAX No.	Order No. and Date with Value of the Order	Completion / ongoing Certificate with date (indicating order reference no. )

Signature of the bidder with Office Seal

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

Ref. No. : .....

Date : .....

To  
The General Manager (HR & A)  
Corporate HR  
West Bengal State Electricity Distribution Company Limited,  
7<sup>th</sup> Floor, Block-D,  
Vidyut Bhavan.,  
Bidhannagar, Kolkata- 700 091

Dear Sirs,

In accordance with your Notice Inviting Tender (NIT) 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 \_\_\_\_\_ having validity of \_\_\_\_\_ initially for 180 days from the date of opening of techno commercial bid with claim period of 30 days 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. the amount of \_\_\_\_\_ (in words and figures) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute of difference raised by the Bidder.

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

All rights of West Bengal State Electricity Distribution Company Ltd. under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless 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 \_\_\_\_\_ 2023 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 two hundred & ten days (210) days and may be extended from time to time.

11

12

13

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

Ref.....

Date.....

To

The General Manager (HR & A)  
Corporate HR  
West Bengal State Electricity Distribution Company Limited,  
7<sup>th</sup> Floor, Block-D,  
Vidyut Bhavan.,  
Bidhannagar, Kolkata- 700 091

Dear Sirs,

In consideration of West Bengal State Electricity Distribution Company Ltd. (herein after referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with registered/Head office at.....(hereinafter referred to as "Service Provider" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract issued by Owner's Letter of Award No.....dated..... for... (scope of work) and the same having been acknowledged by the Service Provider, resulting in a Contract bearing No.....dated Service Provider having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs.....

We..... (Name & 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 the Owner, on demand any or all monies payable by the Service Provider to the extent of Rs. As aforesaid at any time up to. \* (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to this Service Provider.

Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee from time to time to extend the time for performance or the Contract by the Service Provider. The Owner 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 Service Provider and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Owner and the Service Provider or any other course or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner 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 Service Provider and not withstanding any security or other guarantee the Owner may have in relation to the Service Provider's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.....and it shall remain in force up to and including .....\*(day/month/year) and shall be extended from time to time for such period as may be desired M/s.....on whose behalf this guarantee has been given. Unless a demand or claim is lodged on us within and including.....\*\* (day/month/year) we shall be discharged from all liabilities thereafter.

Dated this.....day of.....20.....at.....

WITNESS

.....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

.....  
(Official Address)

.....  
(Official Address)

Attorney as per Power

Of Attorney No.....

Date.....

\* 27 months

\*\* 30 months.

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank.
2. The sum shall be 3% (ten percents) of the Contract Price.  
The performance Bank Guarantee/ Security Deposit Bank Guarantee shall be valid initially for 12 months from the date of successful completion of work. A period of 3 (three) months should be added as claimed period from the last date of validity of the Bank Guarantee.



**CONTRACT AGREEMENT FORM**

(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

ARTICLES OF AGREEMENT MADE this ----- day of ----- in the year -----  
 ----- between WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY  
 LIMITED (WBSEDCL), a statutory Body constituted by the Govt. of West Bengal having its head  
 office at "Vidyut Bhaban", Block-DJ, Sector-II, Salt Lake City, Kolkata-700091 hereinafter referred  
 to as the 'Company' (which expression shall unless excluded by or repugnant to the context be  
 deemed to include its successors and assigns) of the ONE PART.

AND

-----  
 hereinafter referred to as the 'Service Provider' (Which expression shall unless excluded by or  
 repugnant to the context be deemed to include its heirs, executors, administrators,  
 representatives and permitted assigns) of the OTHER PART.

WHEREAS the Company invited tender vide Tender Notice No -----  
 (annexed hereto) for "-----"  
 -----.

AND WHEREAS in pursuance of such invitation for tenders the service provider submitted a tender  
 vide no ----- dated -----, Techno-commercial part of which was  
 opened on ----- and the Price bid was opened on ----- (The tender offer is in  
 custody of the Company at present).

AND WHEREAS AFTER consideration of the tender submitted by the Service Provider, with  
 clarification(s), the Company accepted the said tender submitted by the Service Provider and  
 placed Letter of Award no -----

NOW THEREFORE, the Company and the Contractor agree as follows:

1. The Service Provider agrees to undertake the work of -----  
 -----  
 ----- as per  
 Letter of Award no ----- dt ----- referred to above.
2. The Company agrees to pay the Service Provider as per as per Letter of Award no -----  
 ----- dt ----- referred to above.





3. Both the Service Provider and the Company agree that for the purpose of jurisdiction in the court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata.

IN WITNESS WHEREOF the parties have hereunder affixed their signature on the day, the month and year written as above.

SIGNED, SEALED AND DELIVERED

-----  
Service Provider

1) -----  
Witness

2) -----  
Witness

-----  
Company

1) -----  
Witness

2) -----  
Witness

## JOINT VENTURE / CONSORTIUM AGREEMENT

(To be executed on Non-Judicial Stamp Paper of Rs.100/-)

THIS AGREEMENT executed on this..... day of..... Two Thousand .....  
 BETWEEN ..... a company incorporated under the laws of INDIA and having its  
 Registered Office at .....(hereinafter called the "Party No.1" which expression shall include its  
 successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of  
 ..... and having its Registered Office at ..... (hereinafter called the "Party No.2" which  
 expression shall include its successors, executors and permitted assigns ) and M/s.....a  
 Company incorporated under the laws of ..... and having its Registered Office at .....  
 (hereinafter called the "Party No.3" which expression shall include its successors, executors and  
 permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the  
 "Contract" (in case of award)] against the Specification No..... for ..... (insert name of the  
 package along with project name).....of West Bengal State Electricity Distribution Company Limited, a  
 Company incorporated under the Companies Act of 1956 having its Registered Office at Vidyut Bhavan, Block-  
 DJ, Sector – II, Bidhannagar, Kolkata – 700 091 (hereinafter called the Employer).

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above mentioned Specification for providing service as  
 stipulated in the Bidding Documents under ..... (insert name of the package along with project name).....

AND WHEREAS Clause 2.4 (ITB) of NIT (documents establishing the eligibility of Bidder) forming part of the  
 Bidding Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as  
 partners, meeting the requirements of Qualification Criteria in Clause \_\_\_\_\_ (ITB) & \_\_\_\_\_ of NIT, as  
 applicable may bid, provided, the Joint Venture/ Consortium fulfils all other requirements of NIT and  
 Qualification Criteria in Clause \_\_\_\_ & \_\_\_\_\_ (ITB) of NIT and in such a case, the Bid Forms shall be signed by  
 all the parties so as to legally bind them and severally liable to perform the Contract and all obligations  
 hereunder.

The above clause further states that the Contract performance guarantee will be as per the format enclosed  
 with the Bidding Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated .....by  
 Party/Parties in accordance with the requirements of Clause \_\_\_\_ & \_\_\_\_ (ITB) of NIT (documents establishing  
 the Qualification of Bidder) has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties do hereby declare and  
 undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture/Consortium, the Parties  
 do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm  
 that we the parties to the Joint Venture/Consortium shall jointly and severally be bound unto the Employer for  
 the successful performance of the Contract and shall be fully responsible for the successful performance of the  
 services in accordance with the Contract.

2. In case of any breach or default of the said Contract by any of the party or parties to the Joint Venture/  
 Consortium, the party(s) does hereby undertake to be fully responsible for the successful performance

of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the contract in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of THESE PRESENTS undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to THESE PRESENTS before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.

4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this agreement, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this agreement.

5. It is expressly understood and agreed between the Parties to this agreement that the responsibilities and obligations of each of the Parties shall be as delineated in Clause no\_\_ &\_\_ of GCC to this agreement. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. This agreement shall be construed and interpreted in accordance with the provisions of the Contract.

7. In case of an award of a Contract, the parties to this agreement do hereby agree that it shall be jointly and severally responsible for furnishing a Contract performance security in the form of Bank Guarantee from a nationalized bank in favour of the Employer in Indian currency.

8. It is further agreed that this Bank Guarantee shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of .....

For Lead Company/Lead Partner

has been affixed in my/ our

(Party No.-1)

presence pursuant to Board of

For and on behalf of M/s

Director's Resolution dated .....

.....

Name .....

Designation .....

Signature .....

**WITNESS :**

I. ....

II. ....

(Signature of the authorized representative)

Common Seal of .....

For Party No.-2

has been affixed in my/ our

For and on behalf of

presence pursuant to Board of

M/s.....

Director's Resolution dated .....

(Signature of the authorized representative)

Name .....

Designation .....

Signature .....

WITNESS :

I. ....

II. ....

Common Seal of .....

For Party No.-3

has been affixed in my/ our

For and on behalf of

presence pursuant to Board of

M/s.....

Director's Resolution dated .....

(Signature of the authorized representative)

Name .....

Designation .....

Signature .....

WITNESS :

I. ....

II. ....

Note:

1. For the purpose of executing this agreement, the non-judicial stamp papers of Rs.100/- shall be purchased on behalf of Joint Venture/Consortium.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the parties.
3. The nomenclature of this agreement be treated as standardised format for parties being companies incorporated under Companies Act. 1956/2013.

But other entities like partnership firm/ LLP may also eligible for participation in the bid as part of joint venture/ Consortium under relevant laws of India.



Unpriced BOQ

Unpriced BOQ for CUG Mobile connection or equivalent facility to the officials of WBSEDCL at different units of the organization across different districts of West Bengal & at one unit in New Delhi for a period of three years

(NOT TO BE QUOTED, PLEASE REFER BOQ AS PER TERMS OF NIT)

Tender Notice No: WBSEDCL/CHR/NIT/CUG/2023-24/.....

Date: .....

Sl. No.	Job Description	Type of Plan	No. Of Proposed connection	Unit of Material (UoM)
1	CUG Mobile connection facility	SS	800	Nos.
2		A	2500	Nos.
3		B	175	Nos.
4		C	25	Nos.
TOTAL			3500	Nos.

The above rate includes all taxes, duties excluding GST. GST shall be payable by over & above the contracted rate on submission of documentary evidence.



**PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING**

Ref: Tender Notice No: WBSEDCL/CHR/NIT/CUG/2023-24/.....

Date: .....

**In the case of a Proprietary Concern:**

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s \_\_\_\_\_ which is submitting the bid for the work nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner have been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/state power utility services, except as indicated below:

*(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")*

**In the case of a Individual/JV/Partnership Firm:**

We hereby declare that neither we, M/s \_\_\_\_\_ submitting the bid for the work nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on black list or holiday list declared by WBSEDCL or any Govt. Deptt., except as indicated below:

*(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")*

**In the case of a Company:**

We hereby declare that we have not been placed on any black list or holiday list declared by WBSEDCL or any Govt. Deptt., except as indicated below:

*(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")*

It is understood that if this declaration is found to be false in any particular WBSEDCL or Administrative Ministry, shall have the right to reject the Bid and if the bid has resulted in a contract, the contract is liable to be terminated.





**PROFORMA OF DECLARATION REGARDING ABANDONMENT OR RESCISSION OF WORK**

Ref : Tender Notice No: WBSEDCL/CHR/NIT/CUG/2023-24/..... Date: .....

**In the case of a Proprietary Concern:**

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s \_\_\_\_\_ which is submitting the bid for the work nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years, except as indicated below:

*(Here give particulars of abandonment or rescission of work and in absence thereof state "NIL")*

**In the case of a Individual/JV/Partnership Firm:**

We hereby declare that neither we, M/s \_\_\_\_\_ submitting the bid for the work nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years except as indicated below:

*(Here give particulars of abandonment or rescission of work and in absence thereof state "NIL")*

**In the case of a Company:**

We hereby declare that we neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years, except as indicated below:

*(Here give particulars of abandonment or rescission of work, and in absence thereof state "NIL")*

It is understood that if this declaration is found to be false, The WBSEDCL shall have the right to reject the Bid and if the bid has resulted in a contract, the contract is liable to be terminated.



**FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE**  
**SECURITY DEPOSIT**

To

.....(Designation of Engineer-In-Charge)  
 .....(Office address of Engineer-In-Charge)  
 .....

WHEREAS ..... (name and address of Contractor) (hereafter called " the Contractor" ) has undertaken, in pursuance of Contract No.

Dated ..... to ..... (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 & 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 come into force with immediate effect and shall remain in force and valid for a period upto 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 lodged with us within the validity period i.e. upto .....of this guarantee all our liabilities under this guarantee shall cease to exist.

Day .....of

Signed and sealed this

.....2023.....at

SIGNED, SEALED AND DELIVERED



By:

For and on behalf of the BANK

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:(1) The bank guarantee should contain the name designation and code 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 of issuing Branch.



## POWER OF ATTORNEY FOR LEAD MEMBER OF JV

(To be executed on Non-Judicial Stamp Paper)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder ..... have formed a Joint Venture under the laws of ..... and having our Registered Office(s)/Head Office(s) at ..... (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ..... being the Partner in-charge do hereby constitute, nominate and appoint M/s ..... a Company incorporated under the laws of ..... and having its Registered/Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No ..... Package ..... the bids for which have been invited by West Bengal State Electricity Distribution Company Limited, having its Registered Office at Vidyut Bhavan, Block-DJ, Sector – II, Bidhannagar, Kolkata – 700 091 (hereinafter called the 'Employer') to undertake the following acts :

- i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Joint Venture".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorized Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this ..... day of ..... under the Common Seal(s) of their Companies.

for and on behalf of the  
Partners of Joint Venture

.....

.....

.....





The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....

Name .....

Designation .....

Occupation .....

2. Signature.....

Name .....

Designation .....

Occupation .....

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased on behalf of Joint Venture/Consortium.

2. The Agreement shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.

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