



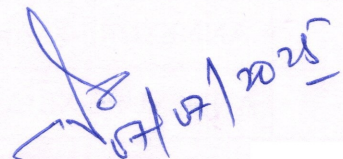
## **Detailed Notice Inviting of E-Tender of**

**Housekeeping and Cleaning Services for the Central Data Centre Building including Data Centre Ground floor, adjoining installations and pathways at New Town, Kolkata**

**Memo No. IT&C/33.10(i)/1679**

**Date: 07/07/2025**

**Estimated Cost: ₹ 15.27 Lakhs (without GST)**

  
**Chief Engineer**  
**IT Cell, WBSEDCL**

**IT Cell**

**Vidyut Bhaban, Salt Lake, Kolkata: 700091**

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### **Disclaimer**

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

WBSEDCL makes no representation or warranty and 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.

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## About WBSEDCL

The Government of West Bengal unbundled the erstwhile West Bengal State Electricity Board (WBSEB) into two companies viz., West Bengal State Electricity Distribution Company Limited (WBSEDCL) and West Bengal State Electricity Transmission Company Limited (WBSETCL).

The main business of WBSEDCL is distribution and hydro generation of electricity. It is also the nodal Agency of the Government of West Bengal for undertaking Rural Electrification task in the State with objective of providing access of electricity to all rural households in the state in line with the National Rural Electrification Policy.

Over the years, WBSEDCL has been continually evolving to position itself as a leading Power Utility services organization of the Country. In the changing landscape, post recent global slowdown, it is anticipated that demand for electricity will change rapidly and expectations will also increase exponentially. WBSEDCL continually strives to enhance the quality of services delivered to its customers. WBSEDCL provides quality power to a gargantuan customer base of more than 2.18 crore across West Bengal through its service network spanning 5 Zones, 21 Regional Offices, 77 Distribution Divisions and 536 Customer Care Centers.

These are indeed exciting times for the Company, given its rapid progression from providing engineering solutions, to solving complex customer challenges, to providing innovative solutions. WBSEDCL has implemented Enterprise Resource Planning – SAP in Financial Accounting & Control, Material Management, HR with Payroll, Plant Maintenance and Project System.

After successful implementation of Purulia Pumped Storage Project in 10th Plan period with a capacity of 900 MW hydel power, the Company has taken up the ambitious plan of implementing Turga Pumped Storage Project in the 13th Plan period with installed capacity of 4 x 250 MW.

For solving complex customer challenges and for providing more efficient service to the consumers, a Project titled Integrated Power Development Scheme for strengthening of sub transmission and Distribution networks, metering of Distribution transformers etc. in the urban areas has been implemented. A program for system improvement under Sech-Bandhu Scheme has also been conceived for rural areas.

WBSEDCL is innovating and embarking upon an IT-enabled system across the organization to ensure greater engineering predictability and to position itself into the best utility in the country in terms of customer service, efficiency and financial viability.

**Objective of the Request for Proposal (RFP):**

The Chief Engineer, IT Cell, WBSEDCL, on behalf of WBSEDCL invites e-tenders from the reputed and solvent agencies/companies having their proven experience to execute a House Keeping & Cleaning service contract for a period of 02 (two) plus One year extension based on satisfactory service of initial two years as enlisted agency who will provide service for 04 numbers (3 nos. manpower covering 3 shifts 24X7 & 1 no. Reliever) of Multi-Tasking Manpower (Unskilled) to the IT Cell, WBSEDCL at Central Data Centre, 33/11 KVA Sub/Stn Campus, WBSEDCL, Street No. 41, Behind DLF-1, Newtown, Kolkata-700156 in line with the terms and conditions mentioned hereunder:

<b>Name of the Work:</b>	House Keeping & Cleaning service contract for a period of 02 (two) plus One-year extension based on satisfactory service of initial two years as enlisted agency who will provide service for 04 numbers (3 nos. manpower covering 3 shifts 24X7 & 1 no. Reliever) of Multi-Tasking Manpower (Unskilled) to the IT Cell, WBSEDCL at Central Data Centre, 33/11 KVA Sub/Stn Campus, WBSEDCL, Street No. 41, Behind DLF-1, Newtown, Kolkata-7001563
<b>Estimated Contract Value:</b>	₹ 15,26,395.00 (excluding GST)
<b>Amount of Earnest Money:</b>	₹ 38160.00
<b>Validity of Earnest Money: (in case of Bank Guarantee)</b>	6 (Six) months from the due date of submission of tender and with a claim period of another 3 (three) months.
<b>Period of Contract:</b>	2 (Two) Years with the provision of Extension of 1 Year based on satisfactory service of initial two years.

Detail “**Scope of Work**” and other terms and conditions furnished in the different clauses of the bid document. WBSEDCL will finance the entire work as stipulated under scope of work in the Bid documents.

**SECTION: I**  
**Instruction to Bidders (IB)**

**IB.1. General:**

WBSEDCL invites e-tender from intending vendors for effective and efficient Housekeeping and Cleaning Services for the Central Data Centre Building including Data Centre Ground floor, adjoining installations and pathways.

Bidders are advised to study this document carefully. Submission of RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This RFP document is not transferable. This document must be read in its entirety.

**IB.1.1. General guidance for e-Tendering:** Instructions/Guidelines for electronic submission of the tenders have been mentioned below for assisting the bidders to participate in e-Tendering.

**IB.1.2. Registration of bidder:** Any bidder willing to take part in the process of e -tendering will have to be enrolled & registered with e-Procurement system, by logging on to <https://wbtennders.gov.in>.

**IB.1.3. Digital Signature certificate (DSC):** Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.

**IB.1.4.** The bidder can search and download Notice Inviting Tender (NIT) & other tender related documents electronically from website <https://wbtennders.gov.in> using DSC. This is only mode for collection of documents related to this NIT.

**IB.2. Invitation for the Bids:**

**IB.2.1.** Tenders are invited by Chief Engineer, IT Cell, WBSEDCL, Vidyut Bhaban (3rd. Floor), Bidhannagar, Block-DJ, Sector-II, Kolkata-91 through electronic tendering (e-tendering) process for implementation of PAC replacement in WBSEDCL.

**IB.2.2.** Intending bidders desiring to participate in this tender shall log on to website <https://wbtennders.gov.in>. The tender can be searched by typing WBSEDCL in search engine provided in the website.

**IB.2.3.** Bidders willing to take part in the process of e-tendering shall obtain Digital Signature Certificate (DSC) in name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining Class 2 or Class 3 DSC from approved certifying authority, intending bidders shall register the fact of possessing DSC through registration system available in the website.

**IB.2.4.** Bids shall be submitted online and intending bidders shall download tender documents from website stated above, directly with the help of the e-Token provided. This is only mode for collection of tender documents. Details of submission procedure are given in "Submission of Tenders".

### **IB.3. Eligible Bidders:**

**IB.3.1.** This Invitation for bids, issued by WBSEDCL is open to all firms including company (ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring foreign companies and those bidders with whom business is banned by WBSEDCL.

**IB.3.2.** Bidder should not have been blacklisted or involved in any forgery/data leak from any Government or reputed private organization across India in last three years and undertaking in this regard should be provided by the authorized signatory of the bidder. During contract period if the undertaking submitted by bidder is found to be false then the order issued to bidder shall be terminated and BG will be forfeited.

**IB.3.3.** Bidders must fulfil eligibility criteria as per Annexure-II.

### **IB.4. Responsibility of Bidders:**

**IB.4.1.** It shall be sole responsibility of bidders to determine and 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 cost, duration and execution of contract.

**IB.4.2.** It must be understood and agreed that all factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments in the contract, once awarded under these documents will not be entertained by WBSEDCL. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by WBSEDCL, which are based on the lack of such clear information of its effect.

**IB.4.3.** The bid must include all information as per bid document. Submitted documents need to be specific as per requirements; irrelevant documents shall not be uploaded by bidder.

**IB.4.4.** Bidder shall bear all kind of cost associated with preparation and submission of bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of bidding/tendering process.

**IB.4.5.** One bidder can submit only one bid in response to this tender document. No bidder is allowed to submit more than one bid.

**IB.4.6.** Sub-contracting or outsourcing of this contract is strictly not allowed.

**IB.4.7.** In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance of the last date and time of submission of the bid.

### **IB.5. Formation of cartel & penal Measures:**

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 bidders may also be viewed seriously by WBSEDCL authority and penal measures as deemed fit will be imposed on such bidders.

**IB.6. Key Dates:** The schedule of Dates for e-Tendering.

SL No.	Action	Date & Time	
1.	Publishing Date in NIT Portal	12/07/2025	2:00 PM
2.	Document Download start date	12/07/2025	2:00 PM
3.	Last date of Receiving Pre-Bid Clarification	15/07/2025	2:00PM
4.	Pre-bid Meeting	16/07/2025	12:00PM
5	Bid submission Start date	21/07/2025	2:00PM
6.	Bid submission last date	04/08/2025	2:00PM
7.	Last date of physical submission of EMD (BG)	04/08/2025	2:00PM
8.	Technical Bid opening date	06/08/2025	2:00PM
9.	Financial Bid opening date	Will be informed to eligible bidders	

If any 'Holiday', falls on any of the scheduled date, then the next working day (between mentioned working hours) shall be considered as scheduled date and schedule time.

**IB.7. Pre-Bid Discussion:**

Pre-bid Meeting will be organized as per the key date mentioned in **IB.6.** in the below mentioned venue:

**Conference Room, Office of Chief Engineer, IT Cell,  
3rd Floor D-Block, Vidyut Bhavan, Block-DJ, Sector-II  
Bidhannagar, Kolkata – 700091, West Bengal.**

If there be any discrepancy or obscurity in the meaning of any clause in NIT then such queries must be sent to Chief Engineer, IT Cell through following email: [itcell@wbasedcl.in](mailto:itcell@wbasedcl.in) before last date of receiving pre-bid clarification mentioned in NIT so that appropriate clarifications can be given to intending bidders. However, sending queries are not mandatory and will not be cause for disqualification of the bidders.

**IB.8. Clarification of Bidding Documents:** Pre-bid-Query received from vendors up to “Last date of Receiving Pre-Bid Clarification” will be clarified **through [wbenders.gov.in](https://wbenders.gov.in) website.**

If any changes are decided by the tender committee based on the query received from the bidders or based on the discussion made in the pre-bid meeting, the same will be uploaded in the website <https://wbenders.gov.in> and no other communication shall be made afterwards. The clarification given shall be final and binding on the bidder.

**IB.9. Amendment / Addenda of Bidding Documents:**

**IB.9.1.** At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective bidder, amend the bidding document.



**IB.9.2.** The amendment will be notified in writing through e-tendering website (<https://wbtenders.gov.in>) and will be binding on prospective bidders. Bidders shall keep a track of any such amendment and it will be assumed that information contained therein has been considered by the bidder in its bid.

**IB.9.3.** In order to provide a reasonable time to prospective bidders for taking the amendment into account in preparing their bid, WBSEDCL may, at its discretion, extend deadline for submission of bids without citing any reason. In such cases, WBSEDCL will notify about extended deadline to all prospective bidders in writing through e-tendering website (<https://wbtenders.gov.in>).

**IB.10.** **Language of the Bid:** Bid prepared all correspondences and documents relating to the bid exchanged by bidder and WBSEDCL shall be written in English language only.

**IB.11.** **Submission of Tenders:**

**IB.11.1. General process of submission:**

**IB.11.1.1.** Tenders shall be submitted online through website <https://wbtenders.gov.in>. All documents uploaded by tender inviting authority form an integral part of the contract. Bidders are required to upload all tender documents along with other documents, as asked for in the tender, through above mentioned website within stipulated date and time as given in this document. Tenders shall be submitted in two folders, namely, technical proposal and financial proposal. Bidder shall carefully go through all the documents uploaded by tender inviting authority and prepare requisite documents and upload a scanned copy in portable document format (PDF) at designated locations in e-tender website.

**IB.11.1.2.** Bidder shall download forms/annexures/BOQ, fill up the particulars in designated cells and upload the same in designated location in e-tender website. Original copies of uploaded documents must be submitted for physical verification if asked by tender inviting authority at the time of technical evaluation.

**IB.11.1.3.** Documents uploaded should be virus scanned and digitally signed using Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the tender and upload the latest document(s) as part of the bid.

**IB.11.1.4. Earnest money [Bid Guarantee]:**

1. All bids must be accompanied with a refundable earnest money, as "Bid Guarantee". The bid shall be considered non-responsive and invalid if earnest money is not submitted along with the bid.

2. A bid guarantee of **INR 38160/- (Rupees Thirty-Eight Thousand One Hundred Sixty only)** shall be submitted through online mode in e-tender website. Bid guarantee may also be submitted through Bank Guarantee (BG).

3. No interest will be payable by WBSEDCL on the above Bid Guarantee.

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

- i. If during the period of bid validity, bidder withdraws or modifies the bid in part or as a whole.
- ii. If successful bidder(s) fail(s) to accept the order unconditionally as per “**Acceptance of LoA**” clause of bid document or fail(s) to furnish contract performance bank guarantee (PBG) as stipulated in PBG or fail(s) to furnish additional performance bank guarantee as stipulated in "Additional Performance Bank Guarantee" clause of bid document.
- iii. If successful bidder(s) fail(s) to extend the validity period of EMD if required during the tendering process.
- iv. If any cartel is formed by the bidder in their quotation.

**5. Payment Method for EMD:** Following points shall be noted in this regard:

- a. A bidder desirous of taking part in a tender invited by Offices of WBSEDCL shall login to e-Procurement portal of Government of West Bengal <https://wbtenders.gov.in> using his/her Login Id and password.
- b. Bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:

- i. Net-banking through Payment Gateway.

- ii. 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 pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, 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.

- iii. Submission of EMD through BG: For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority within timeline given in this NIT. The Bank Guarantee shall be submitted as per format in ANNEXURE-VII and shall remain valid initially for a period of 180 (one hundred eighty) days from the date of opening of bid document mentioned elsewhere in this NIT.

- c. 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.

- d. **General Instructions for Online Payment:**

- 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 (approx. 24 Hrs.) to get updated in e-tender portal. As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case, total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
- Bank account used for payment of EMD by the bidder shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

**e. General Instructions for EMD submission through BG:**

- Earnest Money Deposit may be submitted through an irrevocable bank guarantee (BG) prepared in favour of WBSEDCL from any scheduled bank of RBI.
- Issue date of BG shall be after NIT publication date.
- BG shall be submitted as per format in ANNEXURE-VII.
- Initially it shall remain valid for a period of 180 (one hundred eighty) days from the date of opening of the bid document mentioned elsewhere in this NIT and shall be extended during the course of evaluation of bid, if requested by WBSEDCL.
- BG shall be issued under SFMS Platform. WBSEDCL Bank Details for preparation of BG for EMD are as follows:

<b>Beneficiary Name: West Bengal State Electricity Company Limited (WBSEDCL)</b>	<b>Distribution</b>
<b>Bank: PUNJAB NATIONAL BANK</b>	
<b>Branch: MAYUKH BHAVAN Branch</b>	
<b>A/C No: 1096250031639</b>	
<b>IFSC code: PUNB0109620</b>	

- Original copy of BG for Earnest Money Deposit shall be submitted in the following office strictly within timeline given in NIT:  

**Office of Chief Engineer, IT Cell,**  
**3rd Floor D-Block,**  
**Vidyut Bhavan,**  
**Block-DJ, Sector-II**  
**Bidhanagar, Kolkata - 700091**
- Original BG i.r.o EMD shall be submitted in a sealed envelope at address as stated above within date and time as specified in NIT. If bidder fails to submit original BG within timeline specified in NIT, the bid will not be considered for evaluation and hence rejected.

**f. Refund/Settlement of EMD Amount:**

- Bid guarantee of unsuccessful bidders, if submitted through e-payment or challan generated through e-tender website, will be refunded automatically, through an automated process, by NIC portal on receipt of updated status of the bid from WBSEDCL.

- The Bid Guarantee of unsuccessful bidders, if submitted through Bank Guarantee, will be returned against their written claim, to the Chief Engineer, IT Cell, WBSEDCL, giving the reference to the NIT, date of tender, amount and mode of Earnest Money deposited – all in a complete form, after placement of order on the successful bidder/bidders.
  - For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and submission of Performance Bank Guarantee as per respective clauses in NIT. Successful bidder shall submit one letter addressed to Chief Engineer (IT Cell), WBSEDCL giving reference of NIT, date of tender, amount, mode of earnest money deposited and details of Performance Guarantee for requesting refund/return of EMD amount or bank guarantee, as applicable.
  - 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 A/c from which the payment of EMD has been initiated.
  - For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/13 since payment gateway facility used by E-tender portal is presently maintained by ICICI.
- g. Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Vendor Corner at [www.wbsedcl.in](http://www.wbsedcl.in), if not created earlier.

**IB.11.2. Technical Proposal:** Technical proposal shall contain all the following documents in a pdf file in order given below. Tenders submitted without any of these documents will be treated as incomplete and liable to be rejected.

**IB.11.2.1.** Power of attorney for being signing authority of the bid.

**IB.11.2.2.** Payment Confirmation details for Earnest Money Deposit (EMD).

**IB.11.2.3. Signed copy of NIT:** All pages of NIT including Annexure(s) signed by authorized person along with seal of the bidder shall be submitted.

**IB.11.2.4. Signed copy of Addenda or Corrigendum,** if published by WBSEDCL, shall be submitted. Bidders shall keep a track of all the corrigendum and addendum uploaded by WBSEDCL related to this tender.

**IB.11.2.5.** Bid Proposal in format as prescribed in **Annexure-I** of NIT.

**IB.11.2.6.** Mandatory Conditions in format as prescribed in **Annexure-II** of NIT. It shall be filled up properly by the bidder. **It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.**

**IB.11.2.7.** Scanned copy of Bank Guarantee (BG) towards EMD in format as prescribed in **Annexure-IV** of NIT, **in favour of WBSEDCL payable at Kolkata** from any scheduled Bank of RBI. Issue date of BG shall be after NIT publication date.

This clause will be applicable only for cases where Earnest Money Deposit (EMD) has been submitted through BG.

**IB.11.2.8. Price Schedule in unpriced condition (Vide Annexure -III).**

**IB.11.2.9. Declarations given in Annexure -VII** shall be signed by authorized person along with seal of the bidder and submitted accordingly.

**IB.11.2.10. Escalation matrix in Annexure-XV** shall be properly filled-in, signed and submitted.

**IB.11.2.11. Agreement for third party access security policy of WBSEDCL & Non-Disclosure Agreement (NDA)** as per **Annexure-IX** shall be properly filled-in, signed and submitted during contract agreement.

**IB.11.2.12. Copy of Corporate Identification Number (CIN)** of the bidder.

**IB.11.2.13. Copy of PAN** of the bidder.

**IB.11.2.14. Copy of GST Registration Certificate** of the bidder along with 2 years GST return documents.

**IB.11.2.15. Copy of Balance Sheet and Profit & Loss Statement** duly certified by Chartered Accountant and published Audited Annual Reports for Financial Year, 2023-24, 2022-23. Minimum Average Annual Turnover for in each of the above fiscal years must be at least INR 30 (Thirty) Lakh.

**IB.11.2.16. Net-Worth** must be positive for Fiscal Years 2023-24, 2022-23, 2021-20.

**IB.11.2.17. Copy of Liquid Asset certificate** issued by Chartered Accountant for Fiscal Year 2023-24, 2022-23, 2021-20.

**IB.11.2.18. Copy of Income Tax Return** for Fiscal Year 2023-24, 2022-23, 2021-20.

**IB.11.2.19. Eligibility and Work Experience:**

i. Bidder must have experience of **handling of similar kind of House-Keeping & Cleaning** as mentioned in the NIT.

ii. To comply with the eligibility and work experience the annexures must be duly filled, up, signed and uploaded with the bid along with necessary supporting documents and certificate from order issuing authority. It shall contain proper details for verification by WBSEDCL.

iii. If tender inviting authority is not satisfied with documentary evidence of the order, the bid may be rejected.

**IB.11.3. Financial Proposal:** The financial proposal shall contain **Bill of Quantity (BOQ)** as per **Annexure III format**. Bidder has to quote the rate online in space marked for quoting rate in BOQ. Bidder shall mention offered quantity and applicable percentage, if applicable. (Only downloaded copies of the above document should be virus scanned, digitally signed and uploaded by the bidder).

**IB.12. Conditional and incomplete tenders are liable to summary rejection.**

**IB.13. Late Submission of Bid:** Bidder shall take all possible measures to submit the bid within the schedule date & time prescribed elsewhere in the bidding document. Late submission of bid and supporting documents for whatever reason will not be accepted.

**IB.14. Validity of Tender and Offer:** Offer against tender shall remain valid for a minimum period of 180 (one Hundred and eighty) days from next day of opening of the tender mentioned elsewhere in this NIT. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

## **Opening and evaluation of tender:**

### **IB.14.1. Opening of Technical Proposal**

Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from website stated above, using Digital Signature Certificate (DSC).

Technical proposals for bids where original copies of BG towards EMD, in case EMD has been paid through BG, have been received will only be opened. Proposals corresponding to which original copy of BG towards EMD has not been received, will not be opened and will stand rejected.

Intending bidders may remain present, if they desire.

Decrypted (transformed into readable formats) documents of statutory and non-statutory covers will be downloaded for the purpose of evaluation.

### **IB.14.2. Evaluation of Technical Proposals**

In this stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of SOW, proposed methodology and Work Plan etc. as mentioned in this NIT. Technical Evaluation will be made based on the information provided by the bidders against the Annexures of this NIT. Only technically qualified Bidders as per the technical evaluation criteria shall be declared as qualified for evaluation of their Financial Proposals.

While evaluation, tender inviting authority or his authorized representative may summon bidders and seek clarification/ information or additional documents or original hard copy of any of the document already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

Summary list technically qualified bids will be made available in e-tender portal. Date of opening of financial bid will be intimated to techno-commercially qualified bidders.

### **IB.14.3. Opening of Financial Proposal**

Financial proposals submitted by the bidders in prescribed format (ANNEXURE-III) and declared technically eligible, will be opened electronically by tender inviting authority from e-tender portal stated above on prescribed date.

Encrypted copies will be decrypted and rates will be read out to bidders remaining present at that time of the financial bid opening.

Tender inviting authority, if feels appropriate, may ask any of the bidders to submit analysis for justification of rate quoted by that bidder. Deviation in any form in price-bid sheet will be unacceptable. For any discrepancy in number of figures and words, quoted amount in figure will prevail.

Revision/withdrawal of financial proposal by bidder after opening of technical proposal will not be allowed unless and until it is sought by the tender inviting authority.

### **IB.14.4. Evaluation of Financial Proposal**

In this stage, the financial evaluation will be carried out of the technically qualified bidders. Each Financial Proposal will be checked and The Lowest Financial Proposal will be marked as L1.

**IB.14.5.** The second highest Bidder (L2) shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Bidder (L1) withdraws, or fails to comply with the requirements.

**IB.15. Signing of Bids:**

- IB.15.1.** Bid should be downloaded from website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) and signed by a person(s) duly authorized by the bidder.
- IB.15.2.** To be qualified for evaluation and finalization of contract, bidder(s) shall submit a written power of attorney, authorizing the signatory of the bid to act on behalf of the bidder in the form and manner which is acceptable by WBSEDCL.
- IB.15.3.** All pages of the bid and where, entries/ amendments have been made, should be signed by the person/persons signing the bid.
- IB.15.4.** Complete bid should be without alterations, interlineations or erasers, except those to accord with instructions issued by WBSEDCL or as necessary to correct errors made by bidders. Such corrections should be initialled by the person(s) signing the bid. Bids which are not duly signed will be treated as cancelled.

**IB.16. Conflict of Interest:**

- IB.16.1.** Bidder should not have any conflict of interest that can affect the tendering Process. Any bidder found to have a conflict of interest will be disqualified. In the event of disqualification, bid security of the bidder will 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 authority hereunder or otherwise.
- IB.16.2.** Any bidder will be found to have a conflict of interest if his near relative is posted as any employee/officer in any capacity in WBSEDCL and associated with tender inviting authority.
- IB.16.3.** Any bidder will be found to have a conflict of interest if any employee of the bidding firm/company has developed a financial or other interest with any employee/officer of WBSEDCL associated with tender inviting authority during execution of the contract.
- IB.16.4.** Any bidder will be found to have a conflict of interest if the bidder has a relationship with other bidder(s) directly or through common parties that puts them in a position to have access to each other's information or influence the tendering process of either or each of the other bidder.

**IB.17. Acceptance of Tender:** L1 bidder's valid rate will normally be accepted. However, tender accepting authority does not bind itself to do so and reserves the right to reject any or all the bids, for valid reasons. Moreover, conditions mentioned under clause IB.18 will also be considered while accepting bids.

**IB.18. Purchase Order:** WBSEDCL will communicate acceptance of tender to the successful bidder by a purchase order/LoA. Successful bidder shall communicate unconditional acceptance of the purchase order/LoA.

**IB.19. Concession:** No price preference will be allowed to any bidder based on the size of the industry or its geographic location. Co-operative Society/ MSMEs will not be considered with separate status.

**IB.20. Issue of LOA:** WBSEDCL will award the contract (LoA) to the successful bidder(s) whose bid has been determined substantially responsive and the most suitably evaluated bid provided further that the

bidder is determined to be qualified to perform the contract satisfactorily. WBSEDCL shall be the sole judge in this regard.

**IB.21. Acceptance of LOA:** Successful bidder should submit written unconditional acceptance of LOA within 7 (Seven) days from date of issuance of the same. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause. Failure to compliance will be liable for cancellation of order and forfeiture of bid guarantee submitted by the bidder.

**IB.22. Execution of Contract Agreement:** Contract Agreement, as per Annexure-XIV, on non-judicial stamp paper worth INR 100 shall be executed within 28 (twenty-Eight) days from the date of issuance of LoA. Date of execution of contract agreement shall be considered as commercial go-live of the Project.

**IB.23. Right to reject Bids:**

**IB.23.1.** WBSEDCL reserves 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(s) or any obligation to inform the affected bidder(s) reason for WBSEDCL's action.

**IB.23.2.** WBSEDCL reserves right to disqualify any bidder during the tendering process in case any adverse remark related to data compromise/fraud comes into notice of WBSEDCL by any means where the bidder is directly or indirectly involved.

**IB.24. Disqualification of Vendors:** Adverse report/remark against any order from any office under WBSEDCL may disqualify the candidature of the vendor at any point of time during processing of the tender.

**IB.25. Mandatory Condition:** All clauses mentioned under IB 11.2 shall mandatorily be complied by intending bidders for qualification.

**IB.26. Legal Jurisdiction:** The necessary judicial affairs and/or Court Case will be exclusively within the jurisdiction of Calcutta High Court only.

**IB.27. Communication:** Successful vendor, for communicating with WBSEDCL, for this job may use following modes. Email- [itcell@wbsecl.in](mailto:itcell@wbsecl.in)

**IB.28. Representatives of Successful Bidder:**

**IB.28.1.** Successful bidder should nominate one person exclusively for this project from commencement to completion as a Nodal Officer with whom WBSEDCL will contact on all matters related to this order.

**IB.28.2.** The vendor shall specifically furnish to WBSEDCL, the name, designation, Telephone no. including mobile no., email address of such person.

**IB.28.3.** Alongside, successful bidder shall also share one Escalation Matrix containing name, designation, mobile number and email id for designated persons at each level.

**IB.28.4.** Successful bidder shall arrange to depute Onsite Support as detailed/ mentioned in the NIT. Moreover, support personnel engaged in this project shall be an employee in direct payroll of the bidder.

**IB.28.5.** Successful bidder shall provide complete Support during the contract period on all days.

**IB.29. Time Schedule:** The entire activity as per scope of work shall start after issue of LOA. Date of issue of LOA or any date jointly agreed by WBSEDCL and the selected vendor shall be considered as zero date.



## **Section: II**

### **General Terms & Conditions (GTC)**

#### **GTC.1.General Terms:**

- GTC.1.1. WBSEDCL reserves right to review bidder's capability and capacity to perform the work before awarding Contract, without assigning any reason whatsoever.
- GTC.1.2. The bidder has to furnish all the information as required regarding their offer.
- GTC.1.3. Quotation from any sub-vendor will not be entertained.
- GTC.1.4. Any form of consortium/ Joint ventures will not be allowed.
- GTC.1.5. The bidder shall satisfy WBSEDCL with his ability to perform the House-Keeping & Cleaning activities.
- GTC.1.6. All correspondence, documents and Bid, exchanged between the Bidder and WBSEDCL shall be written in English language. Failure to comply with this request may disqualify a bidder.
- GTC.1.7. WBSEDCL reserves right to cancel the tender during its processing without showing any reason whatsoever.
- GTC.1.8. Decision of WBSEDCL on all matters will be final & binding on the bidders.
- GTC.1.9. The Bidder must have an office establishment in Kolkata, West Bengal or agree to establish office in Kolkata within 3 months if selected.

#### **GTC.2.Statutory Obligations:**

Statutory obligations as per law of the land should be complied by the bidder. Employees Compensation Act 1923, the Contract Labour (Regulation & Abolition) Act 1970, Employees Provident Funds and Miscellaneous Provisions Act 1952, Employees' State Insurance Act 1948, Payment of Wages Act 1936 etc. and rules made there under for every act, have to be dealt by the vendor as per relevant act and financial obligation/s arising out of statutory obligations will be entirely on vendor's account and WBSEDCL will not be responsible on this score for any reason whatsoever.

#### **GTC.3.Risk Purchase / Performance**

Completion time ( from LoA date) stipulated shall be deemed to be the essence of the contract and if the contractor fails to provide the services within the completion time , the purchaser (WBSEDCL) shall be entitled to purchase such consignment and if not available the best and nearest available substitute elsewhere on the account and at the risk of the Vendor or to cancel the contract and the Vendor shall be liable to compensate for any loss or damage which the purchaser (WBSEDCL) may sustain by reason of such failure on the part of the supplier. Recovery will be made from the outstanding bills and/or through encashment of any Bank guarantee of the Vendor lying/ to be lying with WBSEDCL.

#### **GTC.4.Limitation of liability**

- GTC.4.1. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay liquidated damages to WBSEDCL, and
- GTC.4.2. Except in cases of gross negligence or willful misconduct, the aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment/solutions with respect to patent infringement.

**GTC.5.Contract Period:**

Particulars	Description
Issuance of LOA	Zero date
Acceptance of LOA	Seven days from Zero date
Service start date	Within Seven days from date of acceptance of LOA
Service End date	02 (two) plus One-year extension based on satisfactory service of initial two years from service start date.

GTC.5.1. Initial contract will remain valid as per above table for House- Keeping & Cleaning contract /or any date mutually agreed by WBSEDCL and the selected bidder.

**GTC.6.Price:**

GTC.6.1. Quoted unit rate will remain firm throughout the period of contract. Incomplete or partial quotation will not be accepted and such will be liable to be rejected.

GTC.6.2. GST or its substitute tax as per the existing law or substituted law will be payable on over or above the quoted rate as applicable as per the rules prevailing in India.

GTC.6.3. Price evaluation will be made on total price as submitted by the bidder in the BOQ (as per Annexure-III format)

**GTC.7.Taxes, Duties and other levies:**

GTC.7.1. Bidder will be solely responsible for taxes that may be levied on the vendor's persons or on earning of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the employer. WBSEDCL shall not take any responsibility whatsoever regarding taxes under Income Tax Act, for the Vendor or his personnel.

GTC.7.2. GST or its substitute tax as per the existing law or substituted law will be payable on over or above the quoted rate as applicable as per the rules prevailing in India.

**GTC.8.Cancellation/Termination of Contract**

GTC.8.1. WBSEDCL shall have the right to repudiate the contract if the work is not being performed as per satisfaction of WBSEDCL. The following causes may also lead to cancellation of LOA.

- Non-acceptance of LOA as per "Acceptance of LoA" clause.
- Non-submission of Performance BG within time mentioned.
- If failed to perform the House Keeping & Cleaning work as per SOW.
- In each of above cases 15 days' termination notice shall be issued prior to termination of LOA.
- If conflict of interest found
- If NDA not agreed and signed by the bidder.

GTC.8.2. WBSEDCL reserves right to terminate the contract either in part or whole due to reasons of non-compliance of stipulated activities for different clauses under this contract or any other reason felt appropriate by controlling officer of this project. In such an event, WBSEDCL will give 15 (fifteen) days' notice period in writing to the vendor of his decision to do so.

GTC.8.3. WBSEDCL reserves right to disqualify any bidder during the contract period in case any adverse remark related to data compromise/fraud comes into notice of WBSEDCL by any means where the bidder is directly or indirectly involved

**GTC.9.Performance Bank Guarantee:**

GTC.9.1. As Contract Guarantee, successful bidder shall furnish a Performance Guarantee in the form of unconditioned & irrevocable Bank Guarantee amounting to 10% of the total awarded contract price from any Scheduled Bank of RBI as per enclosed proforma

(Annexure-V) to guarantee faithful execution of the order in accordance with the terms and conditions stipulated in the order. BG shall be issued under SFMS Platform. WBSEDCL Bank Details for preparation of PBG:

**Beneficiary Name:** West Bengal State Electricity Distribution Company Limited (WBSEDCL)

**Bank:** Punjab National Bank

**Branch:** MAYUKH BHAVAN BBRANCH

**A/C No:** 1096202100000241

**IFSC code:** PUNB0109620

**GTC.9.2.** Performance Guarantee shall cover the contract period for satisfactory performance. For any failure towards satisfactory performance on the part of the vendor, Bank Guarantee will be liable for encashment and forfeiture.

**GTC.9.3.** Performance Guarantee furnished in any other form will not be accepted.

**GTC.9.4.** Performance Guarantee will not carry any interest.

**GTC.9.5.** The above Performance Guarantee shall be submitted within 45 (forty-five) days from the date of issue of LoA and remain valid up to ninety (90) days beyond the contract period. Claim period of the bank guarantee shall be 180 days beyond validity date.

**GTC.9.6.** In case the contract is renewed, the successful bidder shall extend the validity of the Performance Bank Guarantee for a further period of ninety (90) days beyond the renewed contract Period. Accordingly, claim period shall be extended to 180 days from new validity date.

**GTC.10. Additional Performance Bank Guarantee:**

**GTC.10.1.** An additional performance guarantees equivalent to 10% of the tendered amount has to be submitted by successful bidder if the bid is in the range of -20% to -80% of the estimated rate.

**GTC.10.2.** The additional performance guarantee shall be submitted in the form of a Bank Guarantee from any scheduled bank of RBI as per the format enclosed in Annexure IX. BG shall be issued under SFMS Platform. WBSEDCL Bank Details for preparation of BG:

**Beneficiary Name:** West Bengal State Electricity Distribution Company Limited (WBSEDCL)

**Bank:** Punjab National Bank

**Branch:** MAYUKH BHAVAN BBRANCH

**A/C No:** 1096202100000241

**IFSC code:** PUNB0109620

**GTC.10.3.** The additional performance guarantee shall cover the contract period for satisfactory performance. For any failure towards satisfactory performance on the part of the vendor, Bank Guarantee will be liable for encashment and forfeiture.

**GTC.10.4.** Additional performance guarantee submitted in any other form will not be acceptable.

**GTC.10.5.** Additional performance guarantee will not carry any interest.

**GTC.10.6.** Additional performance guarantee shall be submitted within 45 (forty-five) days from date of issue of LoA. It shall remain valid up to ninety (90) days beyond the contract period. Claim period of the bank guarantee shall be 180 days beyond validity date.

**GTC.10.7.** In case the contract is renewed, the successful bidder shall extend the validity of the additional performance guarantee for a further period of ninety (90) days beyond the renewed contract Period. Accordingly, claim period shall be extended to 180 days from new validity date.

**GTC.10.8.** WBSEDCL will intimate successful bidder(s) regarding submission of additional performance guarantee after completion of financial evaluation process of the tender.

**GTC.10.9.** The PBG/ additional PBG shall be submitted to:  
**The Chief Engineer, IT Cell, 3rd Floor, 'D' Block, Vidyut Bhavan, WBSEDCL.**

**GTC.11. Force Majeure:** The successful bidder will not be liable if prevented from carrying out obligations under the orders by reasons of war, invasion, foreign hostilities, war declared, riot, civil commotion, mutiny, fire, Govt. orders and/or restrictions or any other cause beyond the reasonable control of the bidder. However, such force-majeure circumstances should be intimated immediately and established subsequently with appropriate documents/proofs to the entire satisfaction of WBSEDCL. WBSEDCL will not take any additional liability towards enhanced taxes, duties and price variation due to force majeure condition.

**GTC.12. NDA & third part access security policy**

Agreement for third party access security policy of WBSEDCL as per Annexure-XI shall be properly filled-in, signed and submitted. Signed Annexure-XII for Non-Disclosure Agreement (NDA) shall be submitted.

Additionally, the successful bidder needs to sign Non-Disclosure Agreement (NDA) as per Annexure-IX with WBSEDCL before commencement of the work.

**GTC.13. Terms of payment:**

**GTC.13.1.** No advance payment will be made.

**GTC.13.2.** Payment shall be made in Indian Rupee only.

**GTC.13.3.** The bills shall be paid by WBSEDCL on monthly basis at the end of each month from the date of initial start of House-Keeping & Cleaning. The payments will be made after deducting LD/penalties if any.

**GTC.13.4.** The monthly bills should be submitted to the office of the Chief Engineer, IT Cell, 3rd Floor, Block-D, Vidyut Bhavan, Salt Lake City, Kolkata - 700091. **in triplicate.**

**GTC.13.5.** All the Bills in triplicate along with the documents as mentioned in NIT Clause SOW or as desired by the WBSEDCL Authorities shall be submitted to the IT Cell.

**GTC.14. Detail Address of Service Locations:**

- Central Data Centre, WBSEDCL, Behind DLF-1 Building, Beside 33/11 KV Sub Station, Street No:41, Action Area-1, Newtown, Rajarhat.
- Successful bidder should establish a project management office at Kolkata for continuing the service from Kolkata within 3 months from the placement of LOA.

**GTC.15. WBSEDCL Personnel for Liaison:**

**GTC.15.1.** Controlling Officer: **Chief Engineer, IT Cell, WBSEDCL**

**GTC.15.2.** Nodal Officer: **Addl. Chief Engineer, IT Cell, WBSEDCL**

**GTC.15.3. Supervising Officer of the work: SE/DE In-Charge, Data Centre,** will supervise overall the House-Keeping & Cleaning work at DC, Rajarhat.

All the bills in triplicate along with downtime calculation (wherever applicable) certified by In-Charges, Data Centre for the House-Keeping & Cleaning work at DC, Rajarhat.

**GTC.15.4. Paying Authority:** Manager (F&A), IT Cell, WBSEDCL.

### SECTION: III

#### Scope of Work [SW]

- i) The Agency/Company will be liable to provide **Sweeping Cleaning 4 no. Manpower (3 no. Manpower for the 3 shifts in a day, 1 no. Manpower as Reliever) (Unskilled)** at Central Data Centre, WBSEDCL, Behind DLF-1 Building, Beside 33/11 KV Sub Station, Street No: 41, Action Area-1, Newtown, Rajarhat.
- ii) All the outsourced personnel should perform the job entrusted to them by the concerned In-Charge, Data Centre, IT Cell, WBSEDCL.
- iii) All the outsourced personnel should attend their duties at the designated place of posting on all the working days in three different shifts i.e. **1<sup>st</sup> Shift: 06:00 AM to 02:00 PM, 2<sup>nd</sup> Shift: 02:00 PM to 10:00 PM, 3<sup>rd</sup> Shift: 10:00 PM to 6:00 AM** (One personnel in every shift and the One reliever as the backup manpower in case of any medical emergencies) & as per the advice of the concerned Officer-in-charge of the Data Centre, IT Cell, WBSEDCL (as and when required).
- iv) All the outsourced personnel will enjoy holidays as per the duty roster assigned to them. However, in case of necessity, the In-Charge, Data Centre can advise the outsourced personnel to attend office on any holiday(s) other than the assigned roster duties. No extra payment will be made for those duties.
- v) No pick-up and/or drop-off facility will be provided by WBSEDCL to the outsourced personnel under any circumstances. If any outsourced personnel be absent on his/her duty for unavailability of conveyance due to any reason, the same will be treated as absent on duty and daily wages will be deducted as per prevailing norms until any order/guideline issued by WBSEDCL and/or by the GoWB for non-deduction of wages.
- vi) In case of outbreak of pandemic and/or epidemic, if lockdown and/or restriction are imposed, the outsourced personnel should attend their duties at their department until any guideline(s) and/or order(s) is issued by WBSEDCL and/or GoWB. If the outsourced personnel be absent on their duty for such lockdown/restriction, daily wages will be deducted for each day of absence until any guideline/order is issued by the GoI/WB government/WBSEDCL for non-deduction of wages.
- vii) The Service Contract will be valid for **02 (two) years** plus One-year extension based on satisfactory service of initial two years (i.e service start date to service end date)
- viii) **The Service Charge/Overhead Cost will be firm throughout the entire contract period and any request for change in incremental cost will not be entertained under any circumstances.**
- ix) All contract labourers /staff engaged by the contractor must be ensured with the payment of wages within stipulated time and it should not be less than the rates of minimum wages as fixed for respective category of employment by the appropriate government, as per provisions of Minimum Wages Act 1948, from time to time, after being witnessed and certified by the competent authority, Copy of wage sheet containing names of contract labourers/staff, category of the labourers/staff wages paid, amount of Minimum Wages, Bonus, amount of PF, ESI (if applicable) contribution deducted signature and date of receipt of wages shall be submitted each month along with bill.
- x) **Material:** The list of required materials for the execution of the work is provided by the IN-Charge, Data Centre, IT Cell as part of the tender documentation. The Bidder is required to comply fully

with the specified materials, which must be sourced, handled, and used in accordance with the details outlined in the provided material list.

The cost of all materials, as specified in the material list, is included in the estimated cost of the tender. The Bidder must ensure that the materials used for the work are in strict compliance with the specifications, quality standards, and quantities outlined in the list. Any deviations from the specified materials without prior written approval from the Employer will not be accepted and will be at the Bidder's own risk and cost.

The Contractor is expected to factor in the cost of the specified materials in their overall bid price. Any changes or modifications to the material list post-award shall only be considered if agreed upon by the Chief Engineer, IT Cell and any additional costs resulting from such changes will be subject to review and approval.

By submitting a bid, the Bidder acknowledges and accepts the material specifications and inclusion of material costs in the tender estimate. The list is as follows:

#### Material List

SL No.	Item Name	Unit	Quantity	Frequency of Requirement
1	Phenyl	Liters	5L	Monthly
2	Disinfectant surface and floor cleaner	Liters	5 L	Monthly
3	Mosquito repellent and insect killer	Nos	4 Nos	Monthly
4	Room Freshener	ml	3 Units	Monthly
5	Glass and surface cleaner (example -Colin)	ml	3 Units	Monthly
6	Ful Jharu	Nos	2 Pcs	Quarterly
7	Narkel/Kathi Jharu	Nos	2 Pcs	Quarterly
8	Toilet Cleaning Acid	Liters	3 L	Monthly
9	Handwash Pouch	Liters	2 L	Monthly
10	Naphthalin Balls	gm	500 gm	Monthly
11	Harpic Bottle	Liters	2 L	Monthly
12	Mop	Nos	2 Nos	Monthly
13	Cleaning Duster	Nos	10 Nos	Quarterly
14	Bleaching Powder	KG	2 Bag of 25 KG	Quarterly
15	Dust Bin	Nos	8 Nos	Yearly once

**xi) Penalty/Liquidated damage:** - In case of damage of any property of WBSEDCL caused by the staffs engaged by the agency, then the agency will be liable to repair the damage at their own cost or to reimburse the actual cost of repair done by the authority of WBSEDCL in the mode of deduction from the immediate bill.

Monitoring of the levels of quality of the outsourced services shall be done on regular basis by the In-Charge of Data Centre, IT Cell, WBSEDCL and in the event of quality of work being found to be unacceptable in any month due to deficiency in the office work for lack of manpower and/or any other reasons on the agency's side, "**Penalty**" will be levied and the same will be deducted from the contractor's bills/Performance Security in any case as detailed below: -

- a) In case any of contractor's personnel(s) deployed under the contract is absent and contractor is unable to provide suitable substitute, penalty equal to the wages of number of staffs absent on that particular day shall be levied by the authority and the same shall be deducted from the contractor's bills.

- b) In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point (xii) shall be levied.
- c) In case of any public complaint is received attributable to misconduct/ misbehaviour of contractor's personnel, penalty @ 2.5% of monthly charges for each such incident shall be levied. Further the concerned contractor's personnel shall be removed from the system immediately.
- d) In case the contractor fails to execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, the concerned authority reserves the right to impose the penalty @ 10% of the contract value.

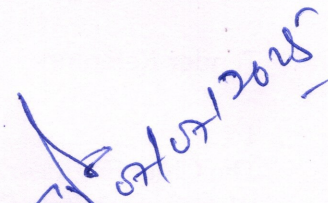
The penalties shall be recovered out of the Pending Bills/Performance Security of the Contractor. The company reserves the right to forfeit a part or whole of the performance security or/and cancellation of contract in case of repeated instances of poor performance with no improvement in spite of bringing the same to the notice of the contractor, verbal or written. The contractor or his employees will not be allowed to take out any item without the explicit written authority of the Officer-in-Charge.

- xii) **Payment:** - After submission of bills/invoices, Payment will be made in due course by the DDO/ Manager (F&A), IT Cell, Vidyut Bhaban, 3rd floor, 'D' Block, Block DJ, Sec-II, Salt Lake, Kolkata: 700091
- xiii) **Contract Agreement:** After finalization of Agency/Company and placement of LOA, a mutual agreement (**Annexure-XI**) will be signed within 30 (Thirty) working days from service start date between WBSEDCL and the selected Agency/Company on ₹100 non-judicial stamp paper which should be arranged by the Agency/Company. The Chief Engineer, IT Cell will sign the agreement on behalf of WBSEDCL.
- xiv) **Expertise team Structure:**  
A single point of contact (SPOC) must be deployed for managing the issues for any communication from WBSEDCL end. The concern SPOC person must be one step higher from the contractual personnel.

**Enclosure:**



- 1) Annexure-I : Bid Proposal
- 2) Annexure-II : Format for Price Bid
- 3) Annexure-IIA : Bid Details
- 4) Annexure-IIB : Financial Details
- 5) Annexure-IIC : Statement of Orders Executed During Last Five Financial Years
- 6) Annexure-III : Price BOQ
- 7) Annexure-IV : Proforma of Bank Guarantee (EMD)
- 8) Annexure-V : PBG of Contract Performance
- 9) Annexure-VI : Additional PBG
- 10) Annexure-VII : Declaration
- 11) Annexure-VIII : Agreement for Third Party Access Security Policy of WBSEDCL
- 12) Annexure-IX : Non-Disclosure Agreement
- 13) Annexure-X : Annexure List Submission Status
- 14) Annexure-XI : Contract Agreement
- 15) Annexure-XII : Escalation Matrix

  
**Chief Engineer**  
**IT Cell, WBSEDCL**

**ANNEXURE-I**  
**West Bengal State Electricity Distribution Company Limited**

**BID PROPOSAL**

**From**

Bidder's Name and Address :  
Contact person :  
Designation :  
Telephone No (Land Line & mobile) :  
Fax :  
Tender Reference :

To  
The Chief Engineer, IT Cell  
West Bengal State Electricity Distribution Company Limited  
3<sup>rd</sup> Floor, Block 'D', Vidyut Bhavan  
Bidhannagar, Kolkata- 700 091

**Sub: Selection of vendor for Housekeeping and Cleaning Services for the Central Data Centre Building including Data Centre Ground floor, adjoining installations and pathways at New Town, Kolkata for 2 years with the provision of extension of 1 year.**

Dear Sir,

We the undersigned bidder(s), having read and examined in details the specifications and other documents of the subject tender, do hereby propose to execute the contract as per specification set forth in your Bid-Documents. We have read and examined in details all the clauses mentioned in NIT including representative of the vendor, LD, PBG, Additional PBG, SoW, etc. and unconditionally agree with the same.

**1 Prices & Validity:**

**1.1** The offer against tender will remain valid for a minimum period 180 (One hundred eighty) days from the next day of opening of the tender. We further declare that prices stated in our proposal are in accordance with your bidding and the quoted unit rates will remain firm throughout the period of the contract.

**1.2** GST or its substitute tax as per the existing law or substituted law will be payable on over or above the quoted rate as applicable as per the rules prevailing in India.

**2 Bid Guarantee:**

We have enclosed a Bid Guarantee in the form of Bank Guarantee from ..... drawn in favor of WBSEDCL / paid through online mode for an amount of Rs.....

**3 Deviations:**

We declare that contract shall be executed strictly in accordance with the specifications mentioned in the NIT and without any deviations. Further, we agree that additional

conditions, deviations, if any, found in the proposal documents, shall not be given effect to.

**4 Contract Performance Guarantee and Additional Contract Performance Guarantee:**

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent to 10 (ten) % of the Contract Price as stipulated in Bid document in the form of Bank Guarantee in your favor and enter into a formal agreement with you within 45 (forty-five) days from the date of placement of Letter of Award. Additionally, if applicable, we shall provide an additional Contract Performance Guarantee equivalent to 10 (ten)% of tendered amounts as per terms and conditions stipulated in NIT.

Dated.....this.....day of.....2025

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

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

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

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

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

Business Address:

Name & Address of Authorized Signatory:

**Annexure-II**  
**Mandatory Condition**

(Instruction: It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.)

SL No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No	Page No in technical Proposal
1	Minimum Average Annual Turn Over for last three consecutive financial years i.e. 2021-22, 2022-23, 2023-24 must be at least 20 <b>Lakh INR (Rupees Twenty Lakhs Only)</b>	Provide the turnover in a separate sheet ( <b>as per Annexure-IIB</b> ) with Auditor's signature along with following supporting document duly attested  i. Income Tax Return for consecutive 3 years as mentioned.		
2.	Bidder must have Company Registration, Certificate of incorporation, PAN Card, GST certificate, Last two years GST return statement	Provide declaration ( <b>as per Annexure- IIA</b> ) duly attested with following supporting documents.  i. Copy of PAN Card ii. GST certificate iii. Trade License No. iv. Registration of the company v. Last two years GST return statement		
3.	The vendor shall maintain sufficient stock of consumable Items in West Bengal/ Kolkata at his own cost for a total contract period.	Self-declaration.		
4.	The Bidder must have office facility available in Kolkata, WB  The Bidder must have a contact no. for service support.  .	i. Supporting Documents against Address of Kolkata Office.  ii. Supporting Documents against contact no.		
5.	Must comply to the Conflict-of-Interest clause as mentioned in the tender.	Self-declaration		

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

Date-----

**ANNEXURE-IIA**  
**West Bengal State Electricity Distribution Company Limited**  
**Bid Details**

(Instruction: It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.)

Sl. No	Power of Attorney from Bidder		Page No. in technical Proposal
1	Name of the Bidder (Company Name)		

Sl. No	Correspondence Details (will be used for communications related to this NIT)		Page No. in technical Proposal
1	Contact Person		
	Email Id		
	Mobile No		
2	Telephone No		
	Correspondence Address		
3	Address of Kolkata office with Telephone No		

Legal Details of the Company			
SL No	Document Name	Number	Page No. in technical Proposal
1	Trade License Number		
2	PAN No		
3	GST Registration No		
4	PF Registration No		
5	Company Registration No		

SL No	Payment Confirmation for EMD (Earnest Money Deposit)		Page No in technical Proposal
1	Payment Mode (NEFT/RTGS/E-Challan/Bank Guarantee)		
2	UTR No/ Challan No/BG Number		
3	Scanned Copy (Payment Receipt)		
4	BG Details (will be used confirmation of BG from Issuing bank) as per Annexure -VI		
	i. Scanned Copy of BG		
	ii. BG Number		
	iii. BG Issue Date		
	iv. Issuing Bank Name		
	v. IFSC of Issuing Bank		
	vi. Email Id of Contact Person from Issuing bank for Confirmation of BG		

Whether agreed to Following (YES/NO):		
Sl. No	Name of the Clause	Yes/No
1	<i>Terms of Payment</i>	
2	<i>Earnest Money clause</i>	
3	<i>Risk purchase clause</i>	
4	<i>Liquidated damage</i>	
5	<i>Conflict of interest clause</i>	
6	<i>Price should be firm</i>	
7	<i>Offer valid up to 180 days from the date of opening of Technical Part of the Tender</i>	

Signature of the bidder with Office Seal

Date-----

**ANNEXURE-IIB**  
**West Bengal State Electricity Distribution Company Limited**  
**Financial Details**

(Instruction: It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.)

Financial Statements - Balance Sheet			
Sl. No	Financial Year	Net Worth (in Lakh INR)	Page No in technical Proposal
1	2023-24		
2	2022-23		
3	2022-21		

Income Tax Return			
Sl. No	Financial Year	Submission Status (Yes/No)	Page No. in technical Proposal
1	2023-24		
2	2022-23		
3	2022-21		

Sl. No.	Certificate regarding Summary Statement of Yearly Turnover		Remarks
	Financial Year	Turnover rounded up to two digits after decimal	
1	2023-24		
2	2022-23		
3	2022-21		
Total			
Average Turnover			



1. Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
2. Average turnover for 3 years is to be obtained by dividing the total turnover by 3.0.

Signature of the bidder with Office Seal

Date-----

**ANNEXURE-IIC**  
**West Bengal State Electricity Distribution Company Limited**

**STATEMENT OF ORDERS EXECUTED DURING LAST FIVE FINANCIAL YEARS**

(Instruction: It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.)

Work Experience Details (Only relevant orders are to be listed)						
Sl. No	Duration in Year	Work Description	Order No with Date & Page No in technical Proposal	Name of Ordering Authority details & Details of Assignment	Order Value in INR.	Scanned Copy of Scanned Copy of LoA/ PO/ Successful Completion of the Order / Project Ongoing Certificate/ Confirmation Mail from order issuing authority submitted (YES/NO)
1	{e.g., Jan.2015-Apr.2017}		{e.g., LOA/PO No.}		{e.g., INR}	
2						
3						

**NB:** Scanned Copy of LoA/ PO/ Successful Completion of the Order / Project Ongoing Certificate/ Confirmation Mail from order issuing authority needs to be attached for each of the above order.

Signature of the bidder with Office Seal

Date-----

Annexure-III  
West Bengal State Electricity Distribution Company Limited  
BOQ Format

Validate

Print

Help

Item Wise BoQ

Tender Inviting Authority: Chief Engineer, IT Cell: WBSEDCL

Name of Work: Manpower for Housekeeping and Cleaning Services for the Central Data Centre Building including Data Centre Ground floor, adjoining installations and pathways at New Town, Kolkata

Contract No: IT&C/33.10(ij)/1463 Dated: 06/05/2025

Name of the Bidder/ Bidding Firm /

PRICE SCHEDULE

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

NUMBER #	TEXT #	NUMBE	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Quantity	Units	BASIC RATE Per Month Per Worker In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT per Month excluding taxes in Rs. P	TOTAL AMOUNT per Month including taxes Rs. P	TOTAL AMOUNT per Year including taxes Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	11	12		13
1	Unit Price of Unskilled Labour Charges (As per minimum wage West Bengal Labour Commissionerate Memo No. 41/Stat/HWRW/24/2023/LCSHLC Dated: 04/12/2024 w.e.f. 01/01/2025-30/06/2025) including EPF @ 8.25%, Bonus @ 8.33%, ESI @ 3.25%, Overhead Cost and Cleaning Material Cost to be quoted by bidder	4.00	Nos		0.00	0.00	0.00	INR Zero Only
Total in Figures					0.00	0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only						

NOT TO BE QUOTED HERE

**ANNEXURE-IV**  
**West Bengal State Electricity Distribution Company Limited**  
**PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE (Earnest Money)**  
(To be stamped in accordance with Stamp Act)

Ref. No.:

Date:

To

The West Bengal State Electricity Distribution Company Limited

Vidyut Bhawan

DJ Block, Sector - II

Salt Lake, 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 \_\_\_\_ 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 Limited the amount of \_\_\_\_\_ (in words and figures) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute of difference raised by the Bidder.

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

All rights of West Bengal State Electricity Distribution Company Limited under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless WBSEDCL enforce a claim under this Guarantee against the Bank within three months from the above-mentioned expiry date of validity or, from that of the extended date.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 \_\_\_\_ at \_\_\_\_\_.

**WITNESS**

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

Attorney as per Power of  
Attorney No. \_\_\_\_\_  
Date \_\_\_\_\_

\* This date shall be 30 (thirty) days after the last date for which the bid is valid.

**Annexure- V**  
**Proforma for Bank Guarantee for Contract Performance**

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. \_\_\_\_\_

Ref No. \_\_\_\_\_

Date: \_\_\_\_\_

To

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

Dear Sir,

In consideration of West Bengal State Electricity Distribution Company Limited (hereinafter referred to as WBSEDCL) which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns having awarded to M/s \_\_\_\_\_ with its Registered/Head Office at \_\_\_\_\_ (hereinafter referred to as the 'Contractor') which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns, a Contract by issue of Order No. \_\_\_\_\_ dated \_\_\_\_\_ valued at \_\_\_\_\_ for \_\_\_\_\_ (Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equipment to \*-----(percent) of the value of the entire system vide Order No. \_\_\_\_\_ date \_\_\_\_\_ (reference of original order), against Contract to WBSEDCL.

We \_\_\_\_\_ (Name and Address) having its Head Office at \_\_\_\_\_ hereinafter referred to as the 'Bank') which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns do hereby guarantee and undertake to pay WBSEDCL, on demand any and all moneys payable by the Contract to the extent of \_\_\_\_\_ as aforesaid at any time upto (day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Contractor. Any such demand made by WBSEDCL on the Bank shall be conclusive and binding notwithstanding any difference between WBSEDCL and the Contractor or any dispute pending before any before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of WBSEDCL and further agrees that the guarantee herein contained shall continue to be enforceable till the WBSEDCL discharges this guarantee.

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025 \_\_\_\_ at \_\_\_\_\_

*Witness:*

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

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

\_\_\_\_\_  
(Official address)

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

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

\_\_\_\_\_  
(Designation with Bank Stamp)

\_\_\_\_\_  
Attorney as per Power of

Attorney No. \_\_\_\_\_

Date \_\_\_\_\_

**ANNEXURE-VI**  
**West Bengal State Electricity Distribution Company Limited**  
**Format of Bank Guarantee for Additional Performance Security Deposit**

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

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

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

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

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

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

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

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

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

This Guarantee shall be valid up to..... it comes into force with immediate effect and shall remain in force  
and valid for a period up to the time of completion of the work under the stated contract plus claim period  
of Six months for the Bank Guarantee. Notwithstanding anything mentioned above our liability against this  
guarantee is restricted to Rs. .... (Rupees.) and unless a claim in writing is lodge if with us within the  
validity period i.e. upto.....of this guarantee all our liabilities under this guarantee shall cease to  
exist.

Signed and sealed this ..... day.....of 2025.....at .....

SIGNED, SEALED AND DELIVERED

by:

For and on behalf of the BANK



(Signature)

(Name)

(Designation),

(Code Number),

Address

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

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

**Annexure- VII**

**West Bengal State Electricity Distribution Company Limited  
Declarations**

**From**

Bidder's Name and Address :  
Contact person :  
Designation :  
Telephone No (Land Line & mobile) :  
Fax :  
Tender Reference :

To  
The Chief Engineer, IT Cell  
West Bengal State Electricity Distribution Company Limited  
3<sup>rd</sup> Floor, Block 'D', Vidyut Bhavan  
Bidhannagar  
Kolkata- 700 091

**Sub: Housekeeping and Cleaning Services for the Central Data Centre Building including Data Centre Ground floor, adjoining installations and pathways at New Town, Kolkata from XX/OX/2025 to XX/OX/2027 for period of 2 years with provision of extension of 1 Year.**

Dear Sir,

We the undersigned Bidder (s), having read and examined in details the specifications and other documents of the subject tender, do hereby propose to execute the contract as per specification set forth in your bid-document. In this regard we solemnly declare and agree to following points: -

1. M/s ----- (Name of the bidder) has not been blacklisted or involved in any forgery/data leak from any Government or reputed private organization across India in last three years.
2. M/s ----- (Name of the bidder) has a valid ISO 27001:2013 for Information Security Management as on bid submission date.
3. All documents/information/Credentials submitted by Ms/----- (Name of the bidder) along with this bid are genuine, authentic, correct true and valid.
4. None of the Partners of our firm is relative of employee of ----- (Name of the Company).
5. If any information and document submitted is found to be false/ incorrect any time, WBSEDCL may cancel my bid 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.

6. We, M/s \_\_\_\_\_ declare that, will establish a project management office at Kolkata (if not available) for continuing the service from Kolkata within 3 months from the placement of LOA.

Non-compliance of any of the above, if comes in the notice of WBSEDCL, may invite imposition of penal measures (like black-listing, forfeiture of EMD BG or PBG, etc.) as deemed fit by WBSEDCL

Dated.....this.....day of.....2025

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

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

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

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

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

Business Address:

Name & Address of Authorized Signatory:

**ANNEXURE-VIII**  
**West Bengal State Electricity Distribution Company Limited**  
**Agreement for Third Party Access Security Policy of WBSEDCL**

Organization Name & Address:	Date:
<div style="display: flex; justify-content: space-between;"> <span>First Name</span> <span>Middle Name</span> <span>Last Name</span> </div>	Department:
Designation:	

**Third Party Access Security Policy**

- User shall access only the appropriate physical area of the premises and appropriate information resource.
- Users shall not access any information resources of WBSEDCL, without prior authorization of the concerned officials of WBSEDCL.
- User shall not carry any Personal storage media like USB, Hard drives, Mobile phones, DVD/CDs into secured zones like Data Centre, Disaster Recovery Centre, SCADA Centres, Smart Grid Control Centre, etc.
- Users shall not access any information resources without the presence of WBSEDCL's authorized personnel.
- Any passwords and access privileges given shall not be disclosed to anyone inside and outside WBSEDCL's physical and logical boundaries.
- Users shall not engage in abusive or improper use of information resources, which includes, but is not limited to, misuse of resource/ privileges, tampering with resource and unauthorized removal of resource components.
- User shall not conduct or permit "hacking" activities. User shall not run "packet sniffers". Users shall not distribute computer viruses, Trojan horses, worms, or any other malicious software.

I hereby declare that I have understood the information security practices followed at WBSEDCL, and I shall adhere to the procedures.

(Signature of the Bidder)

Date:

Name of the Bidder:

**ANNEXURE-IX**  
**West Bengal State Electricity Distribution Company Limited**  
**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ("Agreement") dated Date, Month, Year ("Effective Date") is entered

BETWEEN

WBSEDCL a company incorporated under the provisions of Companies Act, 1956 and having its principal place of business at ..... thereafter referred to as " ..... " which expression shall mean and include its executions, administrations, subsidiaries and assigns).

AND

M/s ..... a company incorporated under the provisions of Companies Act, 2013/1956 and having its principal place of business at ..... thereafter referred to as ..... which expression shall mean and include its parent, affiliates subsidiaries and assigns) WBSEDCL and collectively referred as parties.

**Purpose**

WBSEDCL embarked on implementing information Security Management System (ISMS) which involves disclosure of ..... application Landscapes of WBSEDCL which are presently hosted at Data Centre and Data Recovery Centre. Such information is sensitive and confidential in nature. To protect the said confidential information both the parties desire to sign this Non-Disclosure Agreement.

**Disclosure of Confidential Information**

Either party may disclose to the other party either orally or in any recorded medium, information comprising or relating to its/ or its subsidiaries or franchisees techniques; schematics; designs; contracts; financial information; ERP information; SAP Modules; client data; business affairs; operations; strategies; inventions; methodologies; technologies; employees; subcontractors; pricing; service proposals; methods of operations; procedures; products and / or services (Confidential Information). Confidential Information shall include all non-public information furnished, disclosed or transmitted regardless its source.

**Confidentiality**

Either party shall use the Confidential Information solely in furtherance of the actual potential business relationship between the parties. The parties shall not use the Confidential Information in any way that is directly or indirectly detrimental to the other party and shall not disclose the Confidential Information to any unauthorized third party.

Parties shall ensure that access to Confidential Information is granted only to those of its employees or agents ("Representatives") who have a demonstrated need to know such information in order to carry out the business purpose of this Agreement. Prior to disclosing any Confidential Information to such /Representatives, party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. Each party and its Representatives will take all

reasonable measures to maintain the confidentiality of the Confidential Information, but in no event less than the measures it uses for its own information of similar type. Parties and its Representatives shall not disclose to any person including, without limitation, any corporation, sovereign, partnership, limited liability company, entity or individual(i) the fact that any investigations, discussions or negotiations are taking place concerning the actual or potential business relationship between the parties, (ii) that it has requested or received Confidential information, or (iii) any of the terms, conditions or any other fact about the actual or potential business relationship.

Each party and its Representatives will immediately notify the other party of any use or disclosure of the Confidential information that is not authorized by this Agreement. Each party and its Representatives will use its best efforts to assist the other party in remedying any such unauthorized use or disclosure of the Confidential Information Either Party shall implement and follow the rules as laid down in the information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 as and where apply.

The obligations contained under the agreement will not apply to the extent that either Party can demonstrate that the Confidential information: (a) was part of the public domain at the time of disclosure or properly became party of the public domain, by publication or otherwise; (b) was rightfully acquired by Receiving Party prior to disclosure by Disclosing Party; (c) was independently developed by Receiving Party or its Representatives without reference to the Confidential information; or (d) is required to be disclosed by a government agency or by a proper court of competent jurisdiction; provided; however, that Receiving Party and its Representatives shall provide Disclosing Party prompt prior written notice of such requirement, shall consult with and assist Disclosing Party in obtaining a protective order prior to such disclosure, and shall only disclose the portion of Confidential information which it has been advised by written opinion of counsel is legally required to be disclosed and shall use its best efforts to obtain assurance that confidential treatment will be accorded such information if the protective order is not obtained or if Disclosing Party waives disclosure of such information.

#### **Ownership of Material/No Warranty**

Each Party retains all rights, title and interest to its confidential information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by the other Party is either granted or implied by the disclosure of confidential information.

#### **Term**

This Agreement shall terminate ..... years from the Effective Date. Receiving Party's obligations with respect to confidentiality shall expire after ..... years from the date of disclosure.

#### **Return of Confidential information**

Upon written request of either Party, Parties and its Representatives shall promptly return to the other Party all copies of Confidential information in its possession including all copies of any analyses, compilations, studies or other documents prepared by Receiving Party or its Representatives containing or reflecting any Confidential information. Either Party shall clarify in writing that it and its Representatives have returned all such information to the other Party.

## **General**

- (a) This Agreement shall be governed by and construed in accordance with the applicable laws of India.
- (b) Either Party agrees that breach of the provisions of this Agreement by any Party will cause the other Party and irreparable damage for which recovery of money damages would be made in court of law' is Kolkata inadequate. Receiving Party and its Representatives hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of Kolkata, West Bengal for any actions, suits or proceedings arising out of a relating to this Agreement and the transactions contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that service of any process, summons, notice 'or document by registered mail or tracked courier service to the address set for the above shall be effective service of process for any action, suits or proceeding brought against Receiving Party and its Representatives in any such court.
- (c) Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties permitted successors and assigns.
- (d) This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.
- (e) No terms or provision hereof will be considered waived by either party, and no breach excused by it, unless such waiver or consent is in writing signed an authorized representative of the non-breaching party. No consent to, or waiver of, a breach by a party, whether express or implied, will constituted a consent to, waiver of, or excuse of any other, different, or subsequent breach.
- (f) If any part of this Agreement is found invalid or unenforceable, that par will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.
- (g) This Agreement constituted the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, in the instant subject matter.

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year first above written.

Signed, Sealed and delivered by:

Shri.....representing

WBSedCL in presence of:

Witness:

1)

Authorized signature with designation  
and seal

**ANNEXURE-X**  
**West Bengal State Electricity Distribution Company Limited**

**Annexure List Submission Status**

<b>Signed Documents as per NIT and corresponding Annexures with Seal of Bidder</b>			
<b>Sl. No</b>	<b>Document Details</b>	<b>Submission Status (Yes/No)</b>	<b>Page No in technical Proposal</b>
<b>1</b>	Signed Copy of Complete NIT with Annexures		
<b>2</b>	Signed Copy of Addenda/Corrigendum, if any		
<b>3</b>	Signed Copy of all Annexures (Annexure-I to Annexure XVI)		
<b>4</b>	Signed & filled up Copy of all Annexures (Annexure-I, II, IIA, IIB, IIC, III, IV, V, VI, VII, VIII, IX, X)		

Dated.....this.....day of.....2025

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

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

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

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

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

Business Address:

Name & Address of Authorized Signatory:



**ANNEXURE-XI**  
**West Bengal State Electricity Distribution Company Limited**  
**Contract Agreement**

This agreement is made at KOLKATA on this \_\_\_\_\_ day of, .....(Month) 2024 between:

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

And

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

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

**Reference:**

1. Housekeeping and Cleaning Services for the Central Data Centre Building including Data Centre Ground floor, adjoining installations and pathways at New Town, Kolkata from XX/0X/2025 to XX/0X/2027 for period of 2 years with provision of extension of 1 Year.  
NIT No WBSEDCL/ IT /33.10(i) /XXX Dated XX/XX/2025
2. Letter of Award (LoA) placed by WBSEDCL on M/ s ..... vide Memo No WBSEDCL/IT /33.10(i) /XXXX Dated. XX.XX. XXXX

This agreement is entered into by above mentioned parties for PAC replacements activity services in WBSEDCL for the period, quantity, terms and conditions guided by above mentioned NIT & LoA.

M/s .....hereby agrees to adhere to all the clauses mentioned in NIT & LoA.

In WITNESS WHEREOF the parties hereto have executed this agreement on the \_\_\_\_\_Day of .....(Month), 2022 herein above mentioned.

In the presence of (Witness)

(1)

Signed, sealed and delivered by the  
within named M/s .....by the hands of  
its authorised signatory

(2)

In the presence of (Witness)

(1)

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

(2)

**ANNEXURE-XII**  
**West Bengal State Electricity Distribution Company Limited**  
**Escalation Matrix**

<b>Level of Escalation</b>	<b>Name of the Associate</b>	<b>Designation</b>	<b>Contact No</b>	<b>Email</b>	<b>Requirements</b>
<b>Single Point of Contact (SPOC)</b>					<b>Project head</b>
<b>Level 1 Escalation</b>					<b>Should be at least one step higher than project head</b>
<b>Level 2 Escalation</b>					<b>Should be at least two step higher than project head</b>
<b>Level 3 Escalation</b>					<b>Not below the rank of regional head</b>
<b>Level 4 Escalation</b>					<b>Not below the rank of country head</b>

Dated.....this.....day of.....2025

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

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

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

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

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

Business Address:

Name & Address of Authorized Signatory: