

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Govt. of West Bengal Enterprise)

Recruitment & Manpower Planning Cell,

7th Floor, Block-'C', Vidyut Bhavan, Kolkata-700091

CIN: U40109WB2007SGC113473, Website: www.wbsedcl.in

INVITATION TO BID

FOR

Selection of Agency for conducting the process of upliftment of departmental candidates from Class IV to Class III cadres through a Special Selection Drive under WBSEDCL as stipulated under Office Order No. MPP/2019/73 Dt. 23.12.2019.

Tender Notice No. WBSEDCL/R&MP/NIT/RECTT./2020-21/11 Date: 18/01/2021



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

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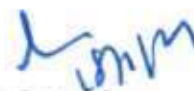
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WBSSEDCL invites applications through two-bid system in prescribed format from eligible, experienced and bonafide agencies for conducting the process of upliftment of departmental employees from Class IV to Class III cadre to the post of Assistant /Office Executive through a Special Selection Scheme as stipulated under Office Order No. 73 Dt. 23.12.2019 under WBSSEDCL. Detailed Scope of Work & Services, Specifications, Terms & Conditions thereof are given in the bidding documents, which are available at the Company's website www.wbsedcl.in as per the following schedule:

Name of Work	Selection of Agency for conducting the process of upliftment of departmental employees from Class IV to Class III cadre to the post of Assistant /Office Executive through a Special Selection Scheme as stipulated under Office Order No. 73 Dt. 23.12.2019 viz. Written Test, Computer Proficiency Test & Viva-voce under WBSSEDCL.
Cost of Bid Document	Rs. 6000/- + 18% GST= Rs. 7080/-
Estimated Project Cost	Rs. 8.00 Lakhs.
Amount of Bid Guarantee to be deposited	Rs. 20,000 /- in the form of Demand Draft/Bank Guarantee/Banker's Cheque in favour of 'WBSSEDCL', payable at Kolkata
Publishing Date & Time	23.01.2021 at 11:00 hrs.
Document Download Start Date & Time	23.01.2021 at 11:00 hrs.
Pre-Bid Meeting (Date/Time/Venue)	29.01.2021 at 11:00 hrs. (Venue: Seminar Hall-I, 7 th Floor, Block-D, Vidyut Bhavan, Salt Lake, Kolkata-700091)
Document Download End Date & Time	15.02.2021 at 16:00 hrs.
Bid Submission Start Date & time	03.02.2021 at 11:00 hrs.
Bid Submission End Date & Time	15.02.2021 at 16:00 hrs.
End Date & Time for physical submission of Tender Fee & Bid Guarantee	18.02.2021 up to 15:00 hrs.
Date & Time of Opening of Techno-Commercial Bid	19.02.2021 at 12:00 hrs.
Date & Time of Opening of Financial Bid	To be intimated later
Validity of Bid	180 days from date of opening of Techno-Commercial Bid
Website for downloading Bid documents, corrigendum & addendum	www.wbsedcl.in



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DISCLAIMER

This Tender Document is not an agreement and is not an offer or invitation 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 that has been provided here. In such cases, the potential Bidders are solely responsible to seek the information required for, at their own price. 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, the potential Bidder may conduct his own study and analysis, as may be necessary. The bidders are further advised to browse the website regularly for any amendments/latest updates, etc before the opening of tender.

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



TABLE OF CONTENTS

Section	Description	Page No.
1	Instruction to Bidders (ITB)	5 - 26
2	Scope of Work (SW)	27 - 44
3	General Conditions of Contract (GCC)	45 - 56
4	Annexure (AN)	58 - 80

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SECTION-I

INSTRUCTION TO BIDDER

- ITB.1 WBSEDCL invites Tender in prescribed format from experienced, reputed, resourceful and eligible Agencies for conducting the process of upliftment of the departmental employees belonging to Class IV cadre to induction level Class III cadre to the posts of **Assistant** and **Office Executive** (as applicable) under WBSEDCL through a Special Selection Drive.
- ITB.2 **ELIGIBILITY OF BIDDERS:**
- ITB.2.1 The Bidder/Agency should be an independent Company/Firm based in India and registered with the appropriate registration authority/body in India. The agency must have Memorandum and Article of Association/ Certificate of Incorporation/ Partnership Deed/ Registration Certificate issued by the Registrar of Firms including Address, Contact details etc.
- ITB.2.2 Bids from Joint Venture Companies or consortium/Co-Operative Societies shall not be accepted.
- ITB.2.3 Average Annual Turnover of the Bidder/Agency alone and through its subsidiaries for last three completed financial years i.e. 2017-18, 2018-19 and 2019-20 must be at least **Rs. 20 Lakhs** (Twenty Lakhs) or more. Audited Annual Accounts for the period 2017-18, 2018- 19 & 2019-20 for Company registered under Companies Act, 2013, and for others, Accounts certified by any chartered accountant is required to be furnished. Net worth for each of the last three completed financial years (2017-18, 2018- 19 & 2019-20) should be positive.
- ITB.2.4 The audited Annual Accounts for the respective financial years i.e. **2017-18, 2018- 19 & 2019-20** should be submitted along with PAN, IT, GST Registration certificate & the technical bid.
- ITB.2.5 The Bidder/Agency must have experience in conducting large public examinations across multiple venues covering a candidate pool of at least 750 nos. at a time as on 31.03.2020. (Relevant documentary proof to be submitted i.e. Work Order including necessary Work Completion Certificate/ Work Performance Certificate (for ongoing Recruitment Projects) from the work order issuing authority or Performance Bank Guarantee release order from the organization for whom they had worked)

- ITB.2.6** The Agency must have handled OMR-based end-to-end assessments for determining suitability of candidates for particular posts in Central Govt./ State Govt./ PSUs/ Public Sector Banks/ Statutory Corporations during the past seven (07) years as on 31.03.2020 [relevant document to be submitted consisting of at least 01 no. Work order with work order value @ 50% of the estimated project cost of this tender with Work Completion Certificate from the ordering authority certifying it to have been completed successfully / Work Performance Certificate (For ongoing Recruitment Projects) from the work order issuing authority or Performance Bank Guarantee release order from the organization for whom they had worked].
- ITB.2.7** The Bidder/Agency should have handled at least 07 end to end assessment/Examination activities against different advertisements for various organizations with at least 03 (Three) such OMR-based examination in West Bengal in the past 07 years as on 31.03.2020 (relevant documentary proof to be submitted i.e. Work Order including necessary Work Completion Certificate/ Work Performance Certificate (for ongoing projects) from the work order issuing authority or Performance Bank Guarantee release order from the organization for whom they had worked).
- ITB.2.8** The Bidder/Agency must have handled such end-to-end selection process which encompasses selection of candidates through Personal Interview in any of such Govt. organizations on at least 03 occasions in the past seven (07) years as on 31.03.2020 (relevant documentary proof to be submitted i.e. Work Order including necessary work completion certificate from the work order issuing authority or Performance Bank Guarantee release order from the organization for whom they had worked).
- ITB.2.9** The Bidder/Agency should have at least 20 (Twenty) permanent employees working under the bidding agency as on the date of publication of NIT with a functional office in West Bengal for the last 05 (five) years with at least 10 (ten) personnel on its payroll at that office (copy of relevant PF Registration Certificate/No. of the Agency as allotted by PF Deptt. to the Bidder is to be submitted in Annexure- V (Sl. No.:13) and the agency will be required to submit a declaration on Non-Judicial Stamp paper of Rs. 100/- about the number of personnel deployed in the office located at West Bengal.
- ITB.2.10** The bidder or agency should have adequate and secured storage space to store all documents pertaining to the this project of WBSEDCL for at least 3 years both in hard copy as well as in soft copy. On expiry of this tenure, the

digital copy of all relevant documents (with authentication) in connection with the recruitment project shall have to be handed over to WBSEDCL in soft copy. Even after the completion of the selection process, the Agency shall store the information in digitized form simultaneously, which however, shall not be disclosed to anybody in any form/mode as mentioned at GCC.19 & 20.

ITB.2.11 Any experience as a consortium partner will not be considered during evaluation.

ITB.2.12 **BLACKLISTING/HOLIDAY LISTING:**

The Bidder/Agency should not have been blacklisted/ debarred by any State Govt. Organization or Central Govt. Organization or any PSU (including Banks, etc.)/ Govt. Department / Statutory Corporations across India or no investigation should be pending through any Investigating Agency/ Vigilance Deptt. of any PSU (including Banks, etc.)/ Govt. Department / Statutory Corporations arising out of an FIR made against any recruitment project handled by the Agency, unless specified otherwise through an order of an appropriate Court. Undertaking on non-judicial stamp paper in this regard shall have to be submitted by the authorized signatory of the bidder to this effect. If the undertaking submitted by the Bidder before/after awarding the contract is found to be false, the bid shall be liable to be cancelled forthwith/order awarded to the Bidder shall be terminated with imposition of penalty in the form of forfeiture of the Performance Guarantee along with imposition of Risk Purchase clause and putting the Bidder/Agency on holiday list (black listing). Annexure-XII. [Statutory Documents].

ITB.2.13 **RESCISSION OR ABANDONMENT OF WORK:**

The prospective Bidder/Agency shall neither have abandoned any work nor any of their contract been rescinded during the last **07 (seven) years**. Such abandonment or rescission will be considered as disqualification towards eligibility. A declaration in this respect has to be mandatorily furnished by the prospective bidders in prescribed format as given in Annexure-XIII. [Non-statutory Documents]

ITB.2.14 The successful Bidder/Agency is required to nominate one "Project Administrator" (PA) exclusively for this Project from commencement to completion as a Nodal Officer to be stationed at West Bengal, with whom WBSEDCL will contact on all matters related to this project. The person nominated as Project Administrator shall have requisite qualification and

considerable experience in handling such assessment and recruitment/selection exercises previously.

ITB.2.15 Copies of valid Profession Tax Payment Certificate, GSTIN Certificate, Trade License, and CIN along with Certificate of Incorporation, Registration Certificate and other relevant statutory document are required to be submitted by the bidder.

ITB.2.16 Customer References (Govt./PSU/Autonomous bodies, etc.) are to be submitted as per the 'Mandatory Conditions' in ANNEXURE- VI (Sl. No.:19). Antecedent verification of the agency shall be conducted, wherever necessary.

ITB.2.17 The Cost of Bid/Tender Fee is of Rs. 6000/- + Rs. 1080/- (18% GST) = Rs. 7080/- (Rupees Seven thousand & eighty only) is to be submitted in form of Demand Draft/Banker's Cheque issued by any branch of an Indian scheduled Bank/Nationalized Bank in favour of 'WBSEDCL', payable at Kolkata. The Tender Fee is non-refundable. Receipt of the Tender Fee beyond the stipulated end date for submission of the bid shall not be entertained.

ITB.2.18 Interested bidders who desire to participate in the tender may log on to the website <http://wbttenders.gov.in> or on WBSEDCL's official website i.e. www.wbsedcl.in. Bid Documents downloaded from any other source and used for the purpose, will not be accepted. In case of detection of any alteration or modification in the contents thereof, the bid will be liable for rejection and the Bid Guarantee will be forfeited. Details of submission procedure are given in "Instructions to Bidders".

ITB.3 RESPONSIBILITY OF BIDDERS:

ITB.3.1 It shall be the sole responsibility of Bidders/Agencies to determine and to satisfy themselves by such means, as they consider necessary or desirable, for all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work.

ITB.3.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments to the contract, once awarded under these documents will not be entertained. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by WBSEDCL, which are based on the lack of

such clear information of its effect.

ITB.3.3 Any evidence of unfair trade practice of any kind, price fixing, cartelization etc. as defined in various statutes will automatically disqualify the parties. Repeat occurrence of such evidence against any tenderer will be viewed seriously by the authority and penal measures as deemed fit would be imposed on such tenderer.

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

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

ITB.4 **GENERAL GUIDELINE FOR E-TENDERING:**

Instruction/Guidelines for electronic submission of the tender (two part bidding procedure) have been mentioned below for assisting the bidders to participate in this e-Tendering process.

ITB.4.1 Intending Bidders desirous of participating in the tender are to log on to the website <http://wbtenders.gov.in> (where the tender can be searched by typing in the search box of the website) and enrol themselves & register with the e- Procurement system.

ITB.4.2 Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. N Code Solution, Safescrypt, e-Mudhra). DSC is given as a USB e- Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from the approved Certifying Authority, they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

ITB.4.3 Tenders are to be submitted online and intending bidders are to download the tender documents from the website stated above, directly, with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given in "Instructions to Bidders".

ITB.4.4 Tenderers shall have to upload legible scanned copies/images of all relevant documents in connection with the tender, else, it may lead to disqualification.

ITB.5 **KEY DATES:**

Schedule of Dates for Tendering:

Activity	Date & Time
Publishing Date & time	23.01.2021 at 11:00 hrs.
Document Download Start Date & Time	23.01.2021 at 11:00 hrs.
Seek clarification Start Date	25.01.2021 at 11:00 hrs.
Seek clarification End Date	28.01.2021 at 12:00 hrs.
Pre-Bid Meeting in presence of Bidder's representatives	29.01.2021 at 11:00 hrs. (Venue-Seminar Hall-I, 7 th Flr., Block-D, Vidyt Bhavan, Salt Lake, Kolkata-91)
Bid Submission Start Date & Time	03.02.2021 at 11:00 hrs.
Document Download End Date & Time	15.02.2021 at 16:00 hrs.
Bid Submission End Date & Time	15.02.2021 at 16:00 hrs.
Last Date for physical submission of Tender Fee & Bid Guarantee	18.02.2021 up to 16:00 hrs.
Technical Bid opening date	19.02.2021 at 12:00 hrs.
Financial Bid opening date	To be intimated later
Validity of Bid	180 days from date of opening of Techno-Commercial Bid

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

ITB.6 **PRE-BID DISCUSSION:**

ITB.6.1 Pre bid discussion will be held at as per schedule indicated in "Key Dates Clause" above to clarify the queries, if any, from the vendors in respect of tender. Bidders or its authorized representatives may participate (maximum two persons from each vendor) in the said meeting for any such clarification.

ITB.6.2 Non-attendance at the pre-bid discussion will not be a cause for disqualification of the bidder.

ITB.7 **CLARIFICATION OF BIDDING DOCUMENTS:**

If there be any discrepancy or obscurity in the meaning of any clause of the bid document, such queries must be sent to the General Manager (HR & A),

(Corporate), in writing/through email at least one (01) day prior to the Pre-Bid meeting as per schedule mentioned under "Key Dates" clause. Only such queries received from the vendors prior to pre-bid discussion shall be discussed during the pre-bid session. If any changes are decided in the pre-bid meeting the same will be uploaded on the official website i.e www.wbsedcl.in & <http://wbtenders.gov.in> and no other communication shall be made afterwards on the issues discussed in the pre-bid meeting. The clarification given in pre-bid discussion shall be final and binding on the bidders.

ITB.8 AMENDMENT / ADDENDA OF BIDDING DOCUMENTS:

At any time, prior to the deadline of submission of Bid, WBSEDCL may, for any reason, modify the Bidding Documents by issuing Addenda / Amendments/ Corrigendum and the same will be uploaded in the website (<http://wbtenders.gov.in>) and www.wbsedcl.in only in due time. WBSEDCL shall not have any obligation to inform the vendor through any other mode of communication. Such Addenda/ Amendments/ Corrigendum shall be binding on bidders and will be given due consideration by the bidders while submitting their offer by enclosing such Addenda / Amendments/ Corrigendum.

ITB.9 LANGUAGE OF THE BID:

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

ITB.10 PERIOD OF VALIDITY OF BID:

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

ITB.11 BID GUARANTEE:

ITB.11.1 All bids must be accompanied with "Bid Guarantee". The bid shall be considered non-responsive if the Bid Guarantee is not submitted along with the bid. The total amount of Bid Guarantee payable is Rs. 20,000/- (Rupees Twenty Thousand Only).

ITB.11.2 BID GUARANTEE may be remitted through Demand Draft / Banker's Cheque issued from any Scheduled/Nationalized Bank of India in favour of the 'WBSEDCL' payable at Kolkata and also to be documented through e- filing (scan copy of the DD/Pay Order should be uploaded during e- filing). The Bid Guarantee can also be submitted in the form of irrevocable Bank Guarantee by any Branch of any Indian Scheduled Bank, in favour of 'WBSEDCL' as per prescribed format as annexed as Annexure-VII. The Bank Guarantee (BG) shall be interest free & shall remain valid initially for a period of 180 days from the date of opening of Techno Commercial Bid of the bid document, with a claim period of 30 days thereafter. For preparation of BG, the Bank details of WBSEDCL are given below:

Name of the Bank: CANARA Bank

Address of the Bank: Salt Lake City, Kolkata-700091

Account No.: 2549261000122 and IFSC: CNRB0002549

ITB.11.3 No conditional bid document shall be accepted; no modification/alteration after expiry of the deadline for submission of bids shall be accepted.

ITB.11.4 No request for transfer of any previous deposit of Bid Guarantee or Performance Guarantee (PG) or adjustment against any pending bill held by WBSEDCL in respect of any previous work shall be entertained.

ITB.11.5 The Bid Guarantee of the Bidder/Agency who is not eligible in the Techno-Commercial evaluation shall be returned upon submission of written claim/request. The Bid Guarantee of the unsuccessful Bidder/Agency in the Financial Bid will be returned after placement of order/LOA on the successful Bidder/ Bidders.

ITB.11.6 The "Bid Guarantee" of the unsuccessful Bidder/Agency, will be returned after opening of Financial Bid/ Price Bid of the tender upon receipt of application from the bidder accompanying the original money receipt issued in this regard.

ITB.11.7 The "Bid Guarantee" of the successful Bidder/Agency will be returned after acceptance of Performance Guarantee submitted by the successful bidder as per Performance Guarantee Clause of bid document and upon receipt of application from the bidders accompanying the original money receipt issued in this regard.

ITB.11.8 The Bid Guarantee of the Bidders/Agencies will be returned in case of cancellation of Tender upon receipt of application from the bidders accompanying the original money receipt issued in this regard.

ITB.11.9 No interest shall be payable on above Bid Guarantee.

ITB.11.10 Bid Guarantee shall be forfeited, if

- a) The bidder has been found practising corrupt or fraudulent or collusive or coercive practices during bidding process and/or,
- b) The bidder has been found guilty of formation of Cartel.
- c) The successful bidder fails to submit unconditional Acceptance of LOA within the specified time limit.
- d) The successful bidder fails within the specified time limit to sign the Contract Agreement and/or,
- e) The successful bidder fails within the specified time limit to submit the Performance Guarantee/Performance Security.
- f) The successful bidder fails to provide services as per terms of the contract/fails to commence the job as per terms of contract.

ITB.12 **MANDATORY CONDITION:**

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

ITB.13 **SUBMISSION OF BID:**

BIDS SHALL BE SUBMITTED AS UNDER:-

ITB.13.1 Tenders are to be submitted online through the website <https://wbttenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for, in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders - one, containing Technical Proposal and the other, containing Financial Proposal. The Tenderers shall carefully go through the documents, prepare their offer and upload the scanned documents (after its due certification with signature and seal of the authorized representative of the Agency) in Portable Document Format (PDF) on the portal under the designated location for uploading Technical Bid.



Tender should contain the following documents/information as mentioned in the matrix hereunder:-

Technical Proposal (Folder-1)	Technical Proposal (Folder-2)
Copy of DD or Bankers Cheque as Bid cost/ Tender Fee	Certified copy of NIT along with Addendum/ Corrigendum/ Minutes of Meeting duly signed by signatory authority, if any
Copy of DD or Bankers Cheque or BG (Annexure-VII) as Bid Guarantee	Mandatory Condition in Annexure-IV, Annexure-V & Annexure-VI (Enclose Credentials and relevant documents)
Proforma for undertaking in Annexure-I	Letter of Authorization in Annexure-XIV
Letter for Submission of Bid in Annexure-II	Non-Disclosure Certificate in Annexure-XV
Bid Proposal in Annexure-III	Relevant document to be submitted consisting of at least 01 no. Work order with work order value @ 50% of the estimated project cost of this tender with completion certificate certifying it to have been completed successfully (mandatory) along with other customer references as mentioned under 'Mandatory Conditions'
Declaration of Black listing or Holiday listing in Annexure-XII	Others Miscellaneous Documents
Declaration regarding abandonment and rescission of work in Annexure-XIII	--

ITB.13.2 The bidder needs to download the Forms / Annexure, fill up the particulars in the designated cell/space and upload the same under the designated location for uploading Technical Bid. Notwithstanding anything stated herein, WBSEDCL reserves the right to inquire and review the bidder's credentials towards assessing its capability and capacity to complete the scope of work.

ITB.13.3 Submission of bidding documents shall not automatically construe that the bidder fulfils the Qualifying Requirements. The eligibility of the bidder shall be determined during the bid evaluation based on data/documents submitted by the bidder. Bid documents are not transferrable. Necessary price justification needs to be submitted by the Bidder along with the Price-Bid.

ITB.13.4 The documents uploaded should be virus-free and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/corrigendum available in our official website related to the tender, if any, and submit the latest documents as part of the tender.

ITB.13.5 Bids of abnormally low rate, not reasonable or compatible with the actual/prevaling cost of conducting the selection process as may be revealed from the price analysis are likely to be rejected.

ITB.13.6 The entire work/project as per the scope of work will be awarded to a single bidder based on the evaluation of the bids without any splitting. Bids submitted for part of the scope of work will not be considered eligible for evaluation. In case of a tie in the Financial Bidding process, work experience of the concerned Bidders shall be used as tie-breaker, based upon the nature of end-to-end assessment projects handled by the Bidder in the last 7 (seven) years as on 31.03.2020 and WBSedCL shall exercise its discretionary power to decide upon the same considering the matter in its entirety.

ITB.13.7 **TECHNICAL PROPOSAL:**

The Technical Proposal shall contain legible scanned copies of all documents and/or declarations in the following standardized formats in two covers (folders) superscribed as Technical Proposal.

Bidder shall have to submit all necessary details pertaining to this NIT as per Folder-1 and Folder-2: [as referred under ITB.13.1 (Technical Proposal Folder -1 and Technical Proposal Folder -2)]

ITB.13.8 **FINANCIAL PROPOSAL:**

The financial proposal should contain the following documents in one cover (folder) superscribed as Financial Proposal. Unpriced BOQ is attached as pro-forma at Annexure-XI for reference. Detailed price/ rate justification as per BOQ need to be submitted.

BILL OF QUANTITIES (BOQ):

The Bidder/Agency is to quote the Price/Rate per candidate for different phases of the work separately considering the entire scope of work i.e. inclusive of all costs (inclusive of any other incidental expenses, tax, etc.) in the space marked for quoting Price online in the BOQ excluding GST which has to be quoted separately in the designated space therein.



ITB.14 SUBMISSION OF ORIGINAL COPIES OF DOCUMENTS OF TENDER FEE AND BID GUARANTEE:

ITB.14.1 MODE OF PAYMENT:

Tender Fee must be submitted within prescribed dates in the form of Demand Draft (DD) /Banker's Cheque (BC) of any Scheduled Bank of India in favour of 'WBSSEDCL', payable at Kolkata. Bid Guarantee must be submitted in the form of Bank Guarantee (BG)/Demand Draft/Banker's Cheque of any scheduled Bank of India. Payment in any other form will not be accepted. Format of undertaking as per Annexure-I also required to be submitted along with Tender Fee and Bid Guarantee.

ITB.14.2 PLACE OF SUBMISSION:

The original copies of the DD & BG/DD/BC, towards Tender Fee and Bid Guarantee respectively shall be submitted in the manner as elaborated in ITB.13.1.

ITB.14.3 TIME OF SUBMISSION:

The original copies of DD/BC/BG towards Tender Fee and Bid Guarantee shall be submitted in a sealed envelope (Folder-1) in the office as stated above within the date and time as specified in the NIT. If the bidder fails to submit the original copies within the due date and time, the bid will stand rejected outright.

ITB.14.4 Conditional and incomplete tenders are liable for summary rejection.

ITB.14.5 No preference will be allowed to any bidder/tenderer based on the size of the organization/Agency or its geographic location during financial evaluation of bids.

ITB.14.6 LATE SUBMISSION OF COST OF TENDER & BID GUARANTEE:

Bidder shall take all possible measures to submit the Tender Fee & Bid Guarantee within the schedule date & time at specified location prescribed in the bidding document. Submission of Tender Fee & Bid Guarantee for

whatever reason beyond the due date and time shall not be accepted and the bid will automatically stand rejected.

ITB.15 OPENING AND EVALUATION OF TENDER:

ITB.15.1 OPENING OF TECHNICAL PROPOSAL:

ITB.15.1.1 Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate (DSC).

ITB.15.1.2 Technical proposals for those Bidders/Agencies whose original copies of DD/BC & DD/BC/BG towards Tender fee & Bid Guarantee respectively have been received will only be evaluated. Proposals corresponding to which original copy of DD/BC/BG as afore stated has not been received, will not be opened and will stand rejected.

ITB.15.1.3 All bids found to be responsive as regards Clause ITB.12 will be examined in respect of "Mandatory Condition" & other qualifying requirements as detailed in the bid document. Bids which do not satisfy the "Mandatory Condition" and qualifying requirements will not be considered for technical evaluation.

ITB.15.1.4 TECHNO-COMMERCIAL EVALUATION:

Only those Techno-Commercial Bids, qualifying the requirements of previous clause ITB.15.1.2 & ITB.15.1.3 will be opened. These bids will be examined and assessed for the techno commercial performance and management capability of the bidder.

ITB.15.1.5 The Bidder/Agency shall not take any commercial deviation from the stipulation of Bid document. If the bidder takes any commercial deviation/changes, his Bid may be liable for rejection.

ITB.15.1.6 The Technical Bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will not be opened.

ITB.15.1.7 The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified Bidders/Agencies subsequently.



- ITB.15.1.8 WBS EDC L may, at its discretion, under intimation to the bidders who have participated in the Tender, extend the deadline for the submission of bids/ opening of bids by issuing an addendum and hoisting the same on the Company's website, in which case all rights and obligations of WBS EDC L and bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- ITB.15.1.9 In exceptional circumstances, WBS EDC L may solicit the bidder's consent for an extension of bid validity for a further period without any change in the terms and conditions of the offer. The request and response thereto shall be made in writing to the Office of General Manager (HR & A) by e-mail or fax message followed by post confirmation. The provisions regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.
- ITB.15.2 **OPENING OF FINANCIAL PROPOSAL (PRICE BIDS):**
- ITB.15.2.1 Financial Proposals/Price Bids submitted by the Bidders/Agencies in the prescribed BOQ and declared techno-commercially eligible, will only be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- ITB.15.2.2 No deviation in any form in the price-bid sheet is acceptable.
- ITB.15.2.3 The encrypted copies will be decrypted and the rates will be read out to the bidder remaining present at that time.
- ITB.15.2.4 The Price Bid shall remain valid for a period of 180 days from the date of opening of the Techno-Commercial Bid. A bid, valid for a shorter period, shall be rejected by WBS EDC L as non-responsive.
- ITB.15.2.5 The Tender Accepting Authority may ask any of the tenderer to submit a detailed analysis of their quoted rate with relevant clarifications. In such case, the Agency/Bidder shall have to mandatorily submit necessary clarification with substantive documents as may be required for the purpose.
- ITB.15.2.6 For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.

ITB.15.3 **EVALUATION AND COMPARISON OF BIDS (PRICE BIDS):**

- ITB.15.3.1** Rate to be quoted inclusive of all taxes & incidental charges except GST, which will be paid extra as per prevailing applicable law.
- ITB.15.3.2** The Bidder/Agency shall indicate the above price clearly in the respective price schedule i.e in BOQ.
- ITB.15.3.3** Condition, if any, offered by any Bidder/Agency shall be outside the purview of commercial terms & conditions & shall not be considered during Bid evaluation.
- ITB.15.3.4** Evaluation of L1 Bidder/Agency shall be made without considering any special criteria offered by the Bidder/Agency in this tender. However, the minimum requirement as laid down under ITB.1 & ITB.2 shall be determinant to qualify a bidder to participate in the tender.
- ITB.15.3.5** WBSEDCL will determine to its satisfaction whether the selected Bidder/Agency has submitted the lowest evaluated responsive bid (L1 bidder). The evaluation will take into account the bidder's capacity and capabilities, in particular its work in hand and future commitments wherever required. It will be based upon an examination of the documentary evidence of the bidder's capability submitted by the bidder, as well as such other information as WBSEDCL deem necessary and appropriate.
- ITB.15.3.6** No separate charge will be paid extra excluding GST. Any variation, up or down, in taxes & duties or any new levy introduced subsequent to bid opening will not be considered for comparison of bids.
- ITB.15.3.7** During bid evaluation, WBSEDCL may, at its discretion and if so required, ask the bidders for any clarification on any matter related to its bid. The request for clarification required from the bidder and the response thereto shall be in writing and shall be delivered by registered post/speed post/ courier/ hand delivery under acknowledgement/ email/ fax so as to reach WBSEDCL within the time specified in the request for clarification issued by WBSEDCL. Any clarification submitted by a bidder that is not in response to a request by WBSEDCL shall not be considered.

ITB.15.3.8 Any post-bid change in the price or substance of the bid shall not be sought, offered or accepted, if given by the bidder.

ITB.15.3.9 PROCEDURE OF BID EVALUATION:

The Bidder/Agency having lowest Total evaluated price = [Total contract price for the entire scope of work = \sum (Unit price per Item X No. of candidates in each phase)] will be considered as L1 bidder.

Mode of test	No. of candidates [A]	Unit Price/ Rate per Candidate [B]	Total Cost [AXB] (Rs.)	Remarks
Written Test (1 st)	650 (approx) [A]	B1	C1= A X B1	Candidate nos. fixed based on valid applications received by WBSEDCL.
Computer Proficiency Test (2 nd)		B2	C2= A X B2	
Personal Interview (3 rd)		B3	C3= A X B3	
Grand Total (Rs.) [D]	D=C1+C2+C3			Total Evaluated Price.

N.B: The above description is only for the purpose of Price Bid evaluation. The final claim of the agency shall be processed considering the actual no. of Admit card/ Call Letter generated for Written Test, Computer Proficiency Test & Personal Interview i.r.o the nos. of candidates who will be scheduled to appear Written Test, Computer Proficiency Test & Personal Interview.

ITB.16 TIME SCHEDULE:

The basic consideration and the essence of the Work/Contract/Project shall be strict adherence to the time schedule as it is specified in the Work Order/Contract i.e LOA (Letter of Award) to be issued by WBSEDCL.

The entire activity as per scope of work shall commence from your end from the stipulated 'Zero Date'. Date of issue of LOI (Letter of Intent) / LOA (Letter of Award) shall be considered as 'Zero Date'.

ITB.17 PRICE:

ITB.17.1 Rate to be quoted considering the entire scope of work which shall remain

unaltered during the entire period of contract till the completion of the Work/Project/Contract.

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

ITB.17.3 **CURRENCY:**

The unit rates and prices shall be quoted by the Bidder entirely in Indian Rupees.

ITB.17.4 No deviation/corrections of any sort in any form in the Price Bid Sheet are acceptable.

ITB.17.5 **TAXES, DUTIES AND OTHER LEVIES:**

Quoted rate shall include all the taxes & duties excepting GST. GST shall be payable by WBSEDCL as per applicable rules & procedure.

ITB.18 **ISSUE OF LETTER OF AWARD (LOA):**

WBSEDCL will award the contract/LOA to the successful Bidder/Agency whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid i.e L1 Bidder/Agency, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. WBSEDCL shall be the sole judge in this regard. The successful Bidder/Agency may be invited for discussion prior to awarding of LOA, if felt necessary.

ITB.19 **ACCEPTANCE OF LOA:**

The successful Bidder/Agency shall submit written unconditional acceptance of LOA within 05 (Five) working days and Contract Agreement along with Performance Guarantee within 07 (Seven) working days, from date of issuance of the same. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause.

ITB.20 WBSEDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders/Agencies or any obligation to inform the affected Bidders/Agencies the reason for its action. In such case, due notification will be published on the Company's website and newspaper notification.

ITB.21 WBSEDCL requires that the Bidder/Agency observe the highest standards of ethics during the execution of the Work Order. WBSEDCL will reject a bid or cancel the Work Order/ LOA if already placed, if it determines that the bidder recommended for award or on whom the Work Order/ LOA has already been placed has engaged in Corrupt or Fraudulent practices in competing for the Order in question.

ITB.22 **SETTLEMENT OF DISPUTES:**

The details of this clause shall be applicable on both the parties to the contract as mentioned under GCC.17.

ITB.23 From the time of bid opening to the time of Contract award, if any Bidder/Agency wishes to contact the Tendering Authority on any matter related to the bidding process, he/she is allowed to do so in writing.

ITB.24 **COMMUNICATION:**

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

Fax: (033)2359-8370;

Telephone: (033)2359-8379/

E-mail: rmpcell@wbsedcl.in

(033)23197830/750/669

ITB.25 **REPRESENTATIVE OF VENDOR:**

ITB.25.1 The Bidder/Agency must provide a full-time Project Administrator (PA) at Kolkata who ---

- a) Should be on the direct payroll of the Company/Agency
- b) Should be responsible for planning and executing the entire activities pertaining to the project handled by the Company/Agency including all logistical arrangements.
- c) Must be available during standard business hours on all working days over Telephone/SMS/E-mail & during the off-hours/odd-hours in case of emergency.
- d) There must be a specified individual to serve as backup during holidays/vacations and other times for any reason, whatsoever, if the named Project Administrator is not available. The alternate Project Administrator must be reachable during emergency purposes during off-hours/odd-hours and shall be able to provide reasonable solution to address different issues related to the job.

ITB.25.2 The vendor has to mandatorily furnish to WBSEDCL, the name, designation,

Telephone no. including mobile no., email address of Project Administrator (PA).

ITB.26 **WBSEDCL RESERVES THE RIGHT:**

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

ITB.26.1 Extend the closing date for submission of the bid proposals.

ITB.26.2 Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to the prospective bidders through related websites.

ITB.26.3 To accept any bid (not necessarily the lowest), reject any bid without assigning any reasons and accept bid for all or anyone.

ITB.26.4 Terminate or abandon the bidding procedure or the entire work/contract/project whether before or after the receipt of bid proposals.

ITB.26.5 Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.

ITB.26.6 Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.

ITB.26.7 Direct or indirect canvassing on the part of the bidder or his representative would lead to disqualification.

ITB.27 **MONITORING OF CONTRACT:**

ITB.27.1 SSC Cell, WBSEDCL shall monitor the progress of the work/project/contract at all phases of its implementation.

ITB.27.2 SSC Cell, WBSEDCL shall keep a watch on all the activities pertaining to the contract and shall monitor all phases of the contract delivery period.

ITB.27.3 If delay in delivery of service is observed a performance notice would be given to the selected bidder to speed up the delivery or make all necessary arrangements to ensure its smooth execution.

ITB.27.4 Any change in the constitution of the Agency, etc. shall be notified forth with by Agency in writing to the tendering authority and such change shall not relieve any former member of the Agency, etc., from any liability under the contract.

ITB.28 **SUB -LETTING OF CONTRACT:**

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

ITB.29 In the event of change of name of the Bidder/Agency at any stage after tendering & selection of L1 bidder, the Agency shall have to submit adequately substantive documents in support of its claim for change of its name or registered address. No subsequent change in name or address of the Agency shall, under any circumstances, relieve it of any obligation under the contract awarded to its previous entity to discharge its all/any liabilities/responsibilities due for execution. WBSEDCL may, however at his discretion deal with authorized representatives and such dealing shall not absolve the Agency from his responsibilities/ obligations/ liabilities to the WBSEDCL under the contract. Any change/alteration of name/ constitution/ organization of the service provider shall be duly notified to WBSEDCL, and WBSEDCL reserves the right to determine the contract in case of any such notification.

ITB.30 Any attempt by a Bidder/Agency to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in rejection of the bid.

ITB.31 **CONFLICT OF INTEREST:**

The Bidder/Agency shall not have a Conflict of Interest that may affect the Tendering Process.

ITB.31.1 Any Bidder found to have a Conflict of Interest as per the following reasons, shall be liable for disqualification.

➤ If any employee of the bidding firm/Agency has or develops a financial or other interest with any employee/officer of WBSEDCL associated with the Tender Inviting Authority during execution of the contract.

➤ If any Bidder/Agency has a relationship with another Bidder/Agency, directly or through common third parties, that puts them in a position to have access to each-other's information about, or to influence the Tendering Process of either or each of the Bidder/Agency.

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

ITB.31.2

Any Bidder found to have a Conflict of Interest as per the following reasons, shall be liable for penalty as may be decided by the WBSEDCL authority:

➤ If the Bidder/Agency's near relative (having direct blood relation or otherwise related) is working as an employee/officer or ex-employee (working on contract) in any capacity in WBSEDCL, who is associated with the Tender Inviting Authority, he/she shall be kept out of the scope of this project. In case any relative is working in WBSEDCL as an employee/officer or ex-employee, the Agency is required to furnish details separately under Mandatory condition.

➤ If any ex-employee of WBSEDCL is presently working/ associated in any capacity with the bidder/Agency, he/she shall be kept out of the scope of this project. In such case, the Agency is required to furnish details separately under Mandatory condition.

ITB.31.3

Necessary information as per Annexure-VI shall have to be furnished by the bidder. In the event the above conditions are not applicable, the Agency is still required to furnish a 'NIL' report in the space provided under Annexure-VI (Mandatory condition). In such case, it will be presumed that the employees associated with the project, as furnished by the agency in its declaration, do not belong to the above categories.

ITB.32

CHANGE OF OWNERSHIP/NOMENCLATURE OF BIDDER:

ITB.32.1

Change of Nomenclature or Corporate structures of the Successful vendor is to be communicated with proper documents to the Ordering Authority well in advance for continuance of the contract.

ITB.32.2

Notification of Letter of Award will constitute the formation of Contract.

SPECIAL MEASURES IN VIEW OF COVID-19 PANDEMIC :

Maintenance of Covid Protocol: The agency should ensure the following:

1. Sanitization of venues and deploy additional cleaning staff if required.
2. Maintenance of social distancing norms.
3. Temperature checking of candidates through Thermo Gun at entry gate.
4. Sufficient provision of spray machines, spray bottles, liquid hand soap in washrooms, hand sanitizers, disinfectant liquid, sponge clothes and bottle disposal bins.
5. Face Masks and Hand Gloves for staff.
6. Additional security guard at entry gate.
7. Volunteers for crowd management and orderly movement.

It will be mandatory to follow every instruction /guideline issued by the Central/State Government from time to time in connection with the pandemic situation. Cleanliness and hygienic conditions as per safety and health advisories of the Government are to be maintained at all places inside the test venue to ensure health and safety of the candidates.



SECTION: II
Scope of Work (SW)

GENERAL DESCRIPTION:

West Bengal State Electricity Distribution Co Ltd. [hereinafter to be referred to as WBSEDCL] invites offers from competent Bidders/Agencies meeting eligibility criteria mentioned in the Bid document for conducting entire process of selection of departmental employees from Class IV cadres for upliftment to the non-technical Class-III posts of Office Executive and Assistant (as applicable) through a special selection drive comprising Written Test, Computer Proficiency Test and Personal Interview.

SW.1 **NAME OF THE POST, POST-WISE VACANCY & ELIGIBILITY CRITERIA:**

SL No.	Name of the Post	No. of Posts	Eligibility Criteria
1.	Assistant	133	Class IV employees of Technical and Non-Technical categories having academic qualification of School Final/ Madhyamik/ Higher Secondary or equivalent who have completed 5 (Five) years' continuous and satisfactory service.
2.	Office Executive	264	Class IV employee of Technical and Non-Technical categories having academic qualification of Graduation in any discipline or equivalent who have completed 5 (Five) years' continuous and satisfactory service.
Total		397	

NB: The number of posts may vary.

** The detailed category-wise vacancies for the Post of Office Executive and Junior Operator Technician Cum Technical Assistant will be intimated in due course of time.

SW.2 **BRIEF OVERVIEW OF WORK:**

The Agency will be responsible for the following activities:

- Maintaining a comprehensive Master database of all candidates. WBSEDCL will hand over the raw database of applications received from intending applicants [approx 650 nos.] to the Agency, only in MS-Excel format. On receiving the raw database from WBSEDCL, the Agency will be responsible for preparation of a comprehensive master database for intending candidates post-wise. Database of all applicants is to be maintained in detail at all stages of the process. The afore-mentioned database should be provided to WBSEDCL authority after each stage of selection process.



- Designing and development of a web portal for the entire process and generating fresh Application Nos. & Roll Nos. for the candidates as per the database to be handed over to them (password protected worksheet in soft copy). Soft-ware used for web-portal designing should be developed in-house by the Agency/Bidder. The web portal so developed for the process should be linked to WBSEDCL's website.
- All system-generated information/reports submitted by the Agency should be classified as Confidential, Restricted and Non-Modifiable. The documents (in soft copy) which will be handed over to WBSEDCL shall be password protected.
- Issuance of E-Admit cards (in downloadable format) for Written Test.
- Conducting the Written Test maintaining social distance norms and based on the prescribed guidelines of WBSEDCL in **Kolkata** at a suitable venue preferably within Salt-Lake or New Town area.
- Preparation of 2 (two) sets of Question Papers (4 series viz. A, B, C & D), one each for the post of Assistant and Office Executive, based on prescribed scheme of examination to be provided by WBSEDCL to the successful bidder.
- Designing of bar-coded and perforated OMR Sheet (with provision of Carbon Copy).
- Short-listing of successful candidates for Computer Proficiency Test on the basis of performance in Written Test as per prescribed guidelines.
- Issuance of E-Admit cards (in downloadable format) to candidates for Computer Proficiency Test (CPT).
- Conducting CPT at a suitable location in **Kolkata** maintaining social distance norms.
- Short-listing of successful candidates for Viva-voce on the basis of performance in Written Test and Computer Proficiency Test.
- Issuance of E-Admit Card (in downloadable format) for Personal Interview.
- Arranging 2 (two) external panelist (Academician or Industry Professional) for the Interview Board which will be chaired by a nominated officer of WBSEDCL.
- Conducting Personal Interview at a suitable location preferably in **Bidhannagar/Salt-Lake or Kolkata** maintaining social distance norms.
- Tabulation of final marks for each candidate, submission of Final Merit list (both combined and category-wise for all successful candidates) for the posts mentioned above in accordance with prescribed guidelines of

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WBSEDCL and in keeping with existing provision of reservation rules prescribed by Govt. of West Bengal.

- Detailed post-wise and category-wise database of applicants (along with marks obtained) should be sent by the Agency to SSC Cell, WBSEDCL after completion of each & every stage of the selection process.

SW.3

PREPARATION OF TEST PROCEDURE-CUM-MANUAL & EVENT MANUAL:

SW.3.1

Bidder shall prepare a standard Test Procedure-Cum-Manual, in consultation with WBSEDCL, with a view to conduct the test uniformly, in a fair and transparent manner for all phases of selection project as per the contract. The procedure should be exhaustive, covering Standard Procedure, Standard Formats for capturing information etc. and clearly indicating all possible activities keeping in mind different aspects, people and venues. The manual shall cover the roles and responsibilities of various team members of the bidder who will be involved in conducting test along with their duty chart, disparity report, venue- wise candidate count report, etc.

SW.3.2

The Agency shall be responsible for preparation of Event Manual containing detailed guideline, certificates and other documents required to be arranged/completed pertaining to conduct of WRITTEN TEST/CPT/PERSONAL INTERVIEW in consultation with WBSEDCL. The Agency shall send the details of the candidates, event manual & seating plans etc. to the Centre Superintendent of each test centre minimum 05(five) days prior to the date of WRITTEN TEST/CPT/PERSONAL INTERVIEW. The Event Manual must cover at least following information / standard certificates & formats:-

- City Venue details
- Details of Event Manager, Centre In-charge/Centre Superintendents
- Pre-Event details
- Seating arrangements of candidates and nos. of venues.
- Role, Instruction, guidelines, schedule, check list, ready reckoner etc. for centre superintendents, invigilators and other team members
- Annexure containing Certificate of opening, Certificate of sealing, Disparity report, Certificate for use of contingency material, candidate-count report, master tally report for centre superintendent & invigilator and other reports as may be advised by WBSEDCL as required for Written Examination/Computer Proficiency Test as applicable.



SW.4 DETAILED SCOPE OF WORK:

SW.4.1 DESIGNING OF WEB-PORTAL

SW.4.1.1 The agency shall design and develop a web portal for generating of e-admit cards and posting of all relevant information on the portal pertaining to various stages of the selection process as per prescribed guidelines and in consultation with WBSEDCL.

SW.4.1.2 Database/Web-portal should be prepared in such manner that once complete, it becomes non-editable to prevent any kind of unauthorized access/data tampering. An audit trail of all transactions should be built so that any error or subsequent alteration in data/process logic therein can be traced through generating a log report, which can be reversed if necessary. This is subject to inspection by WBSEDCL anytime, if needed.

SW.4.1.3 The agency will be responsible for operating and monitoring the website during the entire phase from commencement of the project till completion of the process in an error-free manner using suitable back-up to address exigencies.

SW.4.1.4 A detailed data-base of the applications including Application No., date of birth, father's name, address, category, sub-caste (for candidates belonging to reserved categories), qualification, nature of disability (in case of applicants under PwD category) and other relevant information as recorded by the WBSEDCL & handed over to the Agency by WBSEDCL for the process should be maintained meticulously by the agency for each stage.

SW.4.1.5 The agency shall make suitable provision so that eligible candidates can download their E-Admit Card (without photograph and signature) but with other relevant details from the Web portal designed by the agency which will be linked to WBSEDCL's website at the time of Written Test, Computer Proficiency Test and Personal Interview. Simultaneous intimation and subsequent reminder (if required) for downloading the Admit Cards should be sent to the candidates through SMS and E-mail at their registered Mobile No. and E-mail ID.

SW.4.1.6 The agency should provide online link for dummy checking of online portal for downloading admit card and other issues to authorized representatives of WBSEDCL at least 5 (Five) days before Go-Live of issuance of Admit Card.

SW.4.1.7 The agency shall provide, to authorized representatives of the Company only, the scope for viewing status of E-Admit card downloaded (authenticated by Admin User ID and Password). The Agency will submit a system-generated exhaustive list of all applicants against whom E-Admit cards shall be issued, which should match the list of candidates as per the database handed over to it by WBSEDCL. The Agency's representative shall have to satisfy WBSEDCL's authorized personnel that E-Admit cards are being issued only to those applicants as per the above list through generation of Admit cards by random sampling method from their designed web-portal, as desired by WBSEDCL, by accessing computer system at WBSEDCL's premise at least 2 (Two) days before Go-Live of Admit Card.

SW.4.1.8 One exclusive helpline number and email id should be made operational by the agency from the date of Go-Live of Admit Card for Written Test till submission of 'Final Merit List' to address candidate queries and provide technical solution whenever required.

SW.4.2 **APPLICATION TRACKING:**

SW.4.2.1 Application from departmental candidates under WBSEDCL has already been collected internally by WBSEDCL through departmental circular and the details will be recorded in the database to be handed over to the Agency.

SW.4.2.2 The Agency shall generate new Application Nos. / Roll Nos. (as applicable) for all the applicants. The agency shall arrange to issue Admit Card online (in downloadable format) to eligible candidates at every stage of selection process. Candidates should be able to login into the Web portal using their SAP ID and Password [Date of Birth-DDMMYYYY].

SW.4.2.3 Instruction regarding downloading of Admit card using SAP ID and Password is to be sent to each of the candidate through SMS/Email to their respective Mobile Number and Email ID.

SW.4.3 **WRITTEN EXAMINATION:** The successful bidder will be responsible for-

SW.4.3.1 Booking of suitable Test Centre (namely Higher Secondary Schools/Degree or Engineering Colleges) with robust infrastructure and seating capacity to accommodate the candidates maintaining social distancing norms at Kolkata (preferably at Salt-Lake/New Town). Seating arrangement of candidates should be limited to 2 candidates for long bench and 1 candidate per medium-sized bench.

SW.4.3.2 Printing of list of applicants (Centre-wise and Application No./Roll No. wise) for capturing attendance. Attendance sheet must contain space for capturing thumb impression and signature.

SW.4.3.3 Deployment of Centre In-charge/Superintendents, Invigilators and adequate number of skilled manpower at each venue for successful co-ordination and overall monitoring of the Written examination.

SW.4.3.4 Proper seating arrangement shall have to be made for all the candidates in the test venues with creation of special provision to accommodate Person with Disabilities (PwD) (preferably at a single test venue) with seating arrangement on the ground floor for candidates belonging to Orthopedically/Visually Handicapped category.

SW.4.3.5 Dispatch of venue-wise sealed question papers & OMR sheets to Centre-in-charge in a timely and confidential manner on the date of the examination.

SW.4.3.6 Candidates are to be supplied with Black ball point pens for marking the OMR sheets. A buffer stock of at least 20% per exam centre need to be provisioned (the distributed pens will be retained by the candidates after completion of the Written Test).

SW.4.3.7 Verification of Admit Card with the candidate's Employee ID card as proof (no School/College ID card shall be accepted) shall be conducted at the registration desk to be arranged at each venue. If any candidate does not have his/her Employee Identity Card, he/she must appear with an Identity Slip (with an attested photograph) issued by his/her Controlling Officer which needs to be checked by the Agency before his/her entry to examination hall.

SW.4.3.8 Printing of detailed Instruction Sheet for all the Test Centres which

need to be dispatched to respective Center-in-Charge at least 5(five) days prior to the examination process. A copy of same is to be shared with WBSEDCL.

- SW.4.3.9** Meticulous collection of test materials e.g. Question paper, used and unused Answer sheets (OMR Sheet), Admit card, Attendance Sheet, LTI & Signature, etc. on completion of examination and sealing under supervision of Centre Superintendent and authorized officers of WBSEDCL.
- SW.4.3.10** Both Sealing and unsealing of exam materials at the test centers shall have to be done in presence of authorized WBSEDCL officials, authorized representative of the Agency and any 2(Two) invigilators.
- SW.4.3.11** Arranging sufficient number of invigilators for supervision during the currency of the Written Test.
- SW.4.3.12** Arranging other services like essential furniture, drinking water, bellboys, security guards, water boys, display of seating arrangements, lighting arrangements, separate washrooms for ladies and gents, first aid etc at all venues.
- SW.4.3.13** Collecting thumb impression (LTI) & signature of the candidates appearing for the Written Test in the OMR Sheet.
- SW.4.3.14** Arranging adequate number of male & female security guards at all the venues for frisking candidates with metal detectors prior to Written Examination. Thermal gun screening at entry point shall be mandatory for every intending candidate.
- SW.4.3.15** Submission of particulars of all candidates appearing in Written Test along with the details of address, caste, sub-caste, nature of disability, email id, contact number etc to SSC Cell, WBSEDCL.
- SW.4.3.16** Making suitable provision for use of appropriate detection devices during the test to find out any illegal possession of mobile phone or any other communication device during the currency of the test. Candidates shall only be allowed to carry Admit card with an Employee ID, Disability Certificate (as applicable) while entering the exam venues.
- SW.4.3.17** The agency shall contact the respective Police Station for deployment of adequate security personnel at all the venues for Written Test.
- SW.4.3.18** Deployment of adequate skilled manpower at the test centre to facilitate smooth completion of the test.

SW.4.3.19 Arrange refreshment for the Officials of WBSEDCL present during the process of Written Test.

SW.4.3.20 Preparation of Center List and other related reports. List of Test venues (with name of jurisdictional Police Station) must be handed over to WBSEDCL at least 10 (Ten) days before the scheduled date of Written test.

SW.4.3.21 Separate seating arrangement and dedicated invigilator for Persons with Disabilities (PwD) who may avail themselves of the facility of Scribe.

SW.4.3.22 **QUESTION PAPER:**

The Agency shall be responsible for the following:-

- Setting up of Question Paper- The question paper should be designed by a group of eminent experts of the respective field as per prescribed scheme of examination and guidelines to be provided by WBSEDCL.
- Printing of Multiple Choice Objective-type Question Booklet (OMR based) with reference to the guidelines provided by WBSEDCL. Four different series of the Question paper (i.e. A, B, C & D) must be prepared. The Question shall consist of 100 questions having 100 marks (100 X 1 marks each) and test duration will be 120 minutes.
- The Question Paper each for the post of **Assistant/Office Executive** should be designed based on prescribed guidelines to be shared with L1 bidder by WBSEDCL.
- Ensuring that no such question which might harm religious/political/socio-economic sentiment of the public is included in the Question Booklet under any circumstances.
- Ensuring error-free printing, eliminating misprinting/overprinting or errors/other shortcoming in Question Paper.
- Delivery as well as collection of Question Paper from the examination centres in a timely and confidential manner.
- Question Paper(s) should be printed only 5 days prior to the actual Written Test.
- Packing of Question Booklets & OMR Sheets should be done under CCTV surveillance (both audio & video).
- Upload the Question Paper Booklets (all the relevant series A, B, C

& D) along with Model Answer Keys after 24 hours of the completion of Written Test. A timeline of 10 (Ten) days will be given to the Agency for objection management and finalizing the Answer key for uploading.

SW.4.3.23 OMR ANSWER SHEET:

The successful bidder/Agency shall be responsible for the following:-

- Designing of OMR sheet- Perforated Bar-coded OMR Answer Sheet (containing both the candidate details as well as candidate responses in Part-A & Part-B respectively) along with a carbon copy of the OMR sheet (forming an integral part of OMR sheet as Part-C) is to be used for Written Test to ensure highest degree of transparency. Contents of OMR Sheet may be prepared with appropriate colour codes for easy identification.
- Part-A (containing candidate details) and the duplicate copy of the used OMR Sheets (i.e Part-C) should be handed over to the authorized WBSEDCL officials at the exam venue in separately sealed confidential envelopes at the end of the examination.
- Ensuring error-free printing, eliminating misprinting/ overprinting or errors of any kind or any other shortcomings in OMR Answer sheet.
- Delivery and collection of OMR Answer Sheet at and from examination centers in a timely and confidential manner on the day of the examination.
- Making provision for collection of LTI and signature of the candidates on the OMR Answer sheet along with provision for signature of Invigilator and authorized representative of WBSEDCL.

SW.4.3.24 OMR SCANNING & RESULT PROCESSING:

The successful bidder/Agency shall be responsible for the following:-

- Pre-validating all the OMR answer sheets before scanning.
- OMR sheets shall be required to be scanned at the Agency's end in presence of representatives of WBSEDCL.
- OMR sheets of the written examination should be unsealed and scanned on a pre-defined date and time, duly informing WBSEDCL

authority in advance, under CCTV surveillance with audio and video facility. Live streaming of CCTV footage to be captured and the recordings of the audio compatible CCTV footage along with soft copy of the scanned documents in its entirety (which includes Attendance Sheet & OMR Sheets) shall have to be submitted/ forwarded to WBSEDCL on the same day supplemented through an official communication.

- CCTV of appropriate specification with best image and audio resolution shall have to be ensured.
- Double scanning of OMR answer sheets in presence of authorized WBSEDCL officials where random checking of Part-A & Part-B will be carried out during scanning.
- Identification of double marking and other errors, highlighted by OMR machine.
- Evaluation of OMR answer sheets.
- Performing manual counter check of results randomly.
- Agency shall thereafter submit a requisition for collecting Part-A of OMR Sheet (preserved at WBSEDCL's end) for preparation of Merit List. The requisition shall accompany the result generated from the responses captured during the scanning of Part-B of OMR Sheet in soft copy (password protected). Random checks shall be carried out by WBSEDCL on the evaluation made by the Agency. Provision to be made for bulk verification of responses/details of OMR scanning through random checks.
- Date of scanning for both Part-B & Part-A need to be pre-decided and informed to WBSEDCL.
- Generation of Merit list of candidates with detailed database to be submitted to SSC Cell, WBSEDCL for perusal.
- Short-listing candidates for Computer Proficiency Test (CPT) as per prescribed guidelines of WBSEDCL.
- Publication of list of candidates (in alphabetical order of their

names) who would be shortlisted for the Computer Proficiency Test.

SW.4.4 **COMPUTER PROFICIENCY TEST:** The successful bidder/Agency will be responsible for the following:

SW.4.4.1 Uploading of E-Admit Cards (in downloadable format) for candidates short-listed for Computer Proficiency Test (CPT). Simultaneous intimation and reminder (whenever applicable) should be sent to the respective mobile number and Email ID of the short-listed candidates to facilitate the process of downloading in time.

SW.4.4.2 Arranging suitable venues for Computer Proficiency Test (CPT) at prominent location in Kolkata with provision of at least 200-250 terminals in a single batch. The venue(s) should be equipped with CCTV (audio & video) footage facility. The list of such venues should be shared with WBSEDCL well in advance. The venue should be well-connected to the railway station /local bus stand by local means of public transport. The venue should have proper waiting area to accommodate approximately 100-150 candidates. The venue should be well-ventilated with proper seating arrangement, fresh drinking water, separate washrooms, first aid facilities, safety & security provisions, etc with adequate sanitization, physical distancing and temperature check of the candidates. It should be a safe and secure place adequately guarded for keeping the examination related materials.

SW.4.4.3 CPT shall be scheduled as per the following scheme:

Name of the Post	Approx. No. of candidates to be shortlisted	Maximum No. of Days	Tentative No. of Batches per day per venue/ Batch Strength per day per venue
Assistant	400	01	3 batches per day of 200 nos. candidates per batch
Office Executive	250	01	

SW.4.4.4 Setting up of Question Paper on MS-Office with reference to the guidelines provided by WBSEDCL. Different sets of Question paper must be prepared depending on the number of batches of candidates appearing for the test. Each set of Question Paper should have 4 (four) different series (i.e A, B, C and D). The level of difficulty should be as per prescribed guidelines of WBSEDCL.

SW.4.4.5 Arranging adequate male & female security guards at all the venues

for frisking candidates with metal detectors prior to for successful completion of Computer Proficiency Test (CPT). Thermal gun screening at entry point shall be mandatory for every intending candidate.

SW.4.4.6 Designing of classroom/batch- wise attendance sheet for capturing signature and thumb impression (LTI).

SW.4.4.7 Scheduling of candidates for Computer Proficiency Test (CPT) in batches (as applicable).

SW.4.4.8 Verifying identity of the candidate with Employee ID card (no School/College ID card shall be accepted) before they appear for the Computer Proficiency Test. If any candidate does not have his/her Employee Identity Card, he/she must appear with an Identity Slip (with an attested photograph) issued by his/her Controlling Officer which needs to be checked by the Agency before his/her entry to examination hall.

SW.4.4.9 Use of updated and licensed software for Computer Proficiency Test.

SW.4.4.10 There should be at least two IT Experts, one for software management and the other for hardware management at each CPT venue. Additionally, technical staff to be deployed in adequate numbers for trouble shooting and handling exigency.

SW.4.4.11 COMPUTER SYSTEM PRE-REQUISITES:

- Minimum Candidate System Pre-requisites

Operating System	Windows 8 or higher version (preferably Windows 10) with appropriate Service Pack (Licensed software)
Screen Resolution	1024 X 768
Antivirus protection	Firewall, Antivirus software to be used as per best industry practice
UPS Backup Facility	UPS/Generator facility
Processor	CPU Speed: 1.5 GHz or above.
RAM	4GB or higher
Performance Criteria	Must support at least 100 clients without any perceivable degradation in performance. All mouse/key clicks are to be recorded for each client with time stamp for audit purposes. Response time for page loading must be less than one second.

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	All responses to be acted upon in real time.
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- Heavy-duty LAN printers (black & white)-LaserJet for each lab/exam hall should be arranged.

SW.4.4.12 The Candidates' system must be protected with high quality antivirus.

SW.4.4.13 Candidates' System must be USB-disabled and internet-disabled during the currency of the computer proficiency exam.

SW.4.4.14 The agency shall prepare a contingency plan for candidate management/shifting in case of any emergency. There should be at least 20% reserve pool of properly functioning computer systems for each session. Arrangement of back-up venue/computer terminals in case of any emergency/exigency/technical glitch will be the Agency's responsibility.

SW.4.4.15 At the test center, backup of the contents to be provisioned and client systems would be provided with functional UPS or generator set. Uninterrupted power should be made available for the period of each session and for 30 minutes prior to and after each session on the day of examination.

SW.4.4.16 Provision should be made for taking print-out of the candidate-wise solved worksheets and obtaining signature of the candidates for future record and disposal of RTI related issues as applicable.

SW.4.4.17 After completion of CPT, data archiving through capturing of all candidates responses from computer terminals to be mandatorily made by the agency (softcopy) and a separate database need to be maintained for this purpose in proper storage devices in appropriate format. This record shall have to be made available to WBSEDCL in form of password protected system-generated reports/folder.

SW.4.4.19 Submission of detailed particulars of all appearing candidates in Computer Proficiency Test (CPT) along with their address, caste, sub-caste, nature of disability (in case of physically handicapped candidates), marks obtained, email id, contact number etc to SSC Cell, WBSEDCL.

SW.4.4.20 Arranging refreshments for the officials of WBSEDCL present during the process of Computer Proficiency Test (CPT).

SW.4.4.21 Deployment of adequate volunteers at the test centre to facilitate smooth completion of the test.

SW.4.4.22 Separate seating arrangement/dedicated invigilator for Person with Disability (PwD) who will avail themselves of the facility of Scribe.

SW.4.4.23 **SUBMISSION OF RESULT FOR COMPUTER PROFICIENCY TEST:**

- Evaluation of Computer Proficiency Test.
- Perform manual counter check of results randomly.
- Generation of Merit list of candidates with details of marks obtained, category (caste), sub-category (sub-caste) & physically challenged details. Merit list should include marks obtained in Written Test and Computer Proficiency Test (CPT) and thereafter, submission of such details to SSC Cell, WBSEDCL.
- Short-listing of eligible candidates for viva-voce based on prescribed guidelines to be shared with successful bidder by WBSEDCL.
- Publication of list of candidates (in alphabetical order of their names) who would be shortlisted for the Personal Interview.

SW.4.5 **VIVA-VOCE/PERSONAL INTERVIEW:**

SW.4.5.1 Uploading of E-Admit Cards (in downloadable format) for candidates short-listed for Personal Interview. Simultaneous intimation and reminder (whenever applicable) should be sent to the registered mobile number and Email ID of the short-listed candidates to facilitate the process of downloading in time.

SW.4.5.2 Arranging a suitable venue over a period of approximately 4-5 days for conducting the process of Personal Interview at Kolkata (preferably in Bidhannagar/Salt Lake). The venue should have adequate waiting area to accommodate approximately 100 candidates. There should be proper facility of fresh drinking water, separate washrooms for male and female candidates, first aid with proper sanitization, physical distancing and temperature checks of candidates. There should be proper seating arrangement and the place should be well-ventilated with provision for emergency exit.

- SW.4.5.3 Arranging adequate security and sanitization measures at the venue for successful completion of Viva-Voce.
- SW.4.5.4 Interviews will be conducted by a panel of 3 (three) members out of which 1(one) member will be nominated by WBSEDCL (to act as the Chairman of the Interview Board) while the agency will engage 2(two) independent experts with adequate industry experience/academician.
- SW.4.5.5 Arranging separate air-conditioned interview rooms for the Interview Board for conducting interview of the candidates.
- SW.4.5.6 Arranging refreshments for Interviewers & officials of WBSEDCL present during the process of Viva-voce.
- SW.4.5.7 Designing of Attendance sheet with provision for capturing signature and thumb impression (LTI) of the candidates to appear for the Interview.
- SW.4.5.8 Designing Interview Evaluation Sheet as per guidelines of WBSEDCL. Each panelist should be provided with an individual evaluation sheet and the average marks (combining the marks awarded by the three panelists separately) should be assigned as the marks obtained during Interview.
- SW.4.5.9 Scheduling of candidates for Personal Interview over a span of approximately 5 (Five) days. Approximately 35-40 candidates should be scheduled per interview board/panel per day. There should be approximately 4 -5 interview panels per day.
- SW.4.5.10 Keeping provision for back-up Interview panel in case of any emergency/exigency.
- SW.4.5.11 Checking Admit Cards with the Employee ID card at the registration desk on the date of Viva-Voce. If any candidate does not have his/her Employee Identity Card, he/she must appear with an Identity Slip (with an attested photograph) issued by his/her Controlling Officer which needs to be checked by the Agency before his/her entry to Viva-voce venue.
- SW.4.5.12 Arranging for appropriate number of folders /files (good quality) for preparing individual candidate profiles to be used during Personal Interview.
- SW.4.5.13 Deployment of adequate skilled manpower at the venue for

supervising, monitoring and other allied jobs/logistics for successful completion of the Interview process.

SW.4.5.14 Submission of detailed particulars of all appearing candidates in viva-voce (along with address, caste, sub-caste, nature of disability, details of marks obtained, email id, contact number, qualification and other relevant details as applicable to SSC Cell, WBSEDCL.

SW.4.5.15 SUBMISSION OF RESULT:

- After completion of entire selection process, the agency will hand over details of post-wise (combined and category-wise) qualified candidates in order of Merit to WBSEDCL along with detailed database (including marks obtained at each stage).
- Combined and Category-wise Final Merit List of all qualified candidates must contain break-up of the marks obtained by the candidates in each & every stage of recruitment process. The Final Merit List must be prepared as per prescribed guidelines of WBSEDCL.
- Detailed category-wise snapshot of applicant particulars should be sent by the agency to SSC Cell, WBSEDCL after completion of each & every stage of the process.
- The agency will be required to complete the required services to the utmost satisfaction of WBSEDCL.

SW.5 TEST MATRIX:

Name of the Post	Duration of Written Test	Written Test	Computer Proficiency Test	Viva-Voce	Total
		Objective Test			
Assistant	120 Minutes	100	25	25	150
Office Executive					

SW.5.1 WRITTEN TEST MATRIX:

The details will be intimated through LOA to the selected Agency in due course of time.

SW.5.2 COMPUTER PROFICIENCY TEST MATRIX:

The details will be intimated through LOA to the selected Agency in due

course of time.

SW.5.3 **PERSONAL INTERVIEW MATRIX:**

The details will be intimated through LOA to the selected Agency in due course of time.

SW.6 **TIME OF COMPLETION:**

The time schedule for completion of the entire process of selection assigned to the Agency is **85 days** to be counted from the date immediately following the date of issuance of Letter of Award (LOA). There is no scope for any change in schedule unless decided otherwise by WBSEDCL. Outsourcing of any job at any stage of recruitment process by the agency is strictly prohibited.

SW.6.11 **Phase I** - Preparation of online web portal and compilation of database (as per the raw data handed over by WBSEDCL), designing of E-Admit Card with, hiring of suitable venues for Written Test, preparation & printing of Question papers and OMR sheets/Attendance sheets/Instruction sheets & scheduling of candidates - **20 days (Maximum)**.

SW.6.12 **Phase II** - Issuance of E-Admit Card for Written Test, intimation through SMS/Email, smooth completion of Written Test and submission of result of Written Test for all candidates. Thereafter, finalizing and submission of list of short-listed candidates for Computer Proficiency Test based on performance in Written Test, hiring suitable venues for CPT, preparation & printing of Question papers/Attendance sheets/Instruction sheets & Scheduling of candidates - **15 days (Maximum)**.

SW.6.13 **Phase III** - Issuance of E-Admit Card for Computer Proficiency Test, intimation by SMS/Email, smooth completion of Computer Proficiency Test, submission of result of Computer Proficiency Test for all appeared candidates, hiring suitable venues for Personal Interview, preparation of evaluation sheets/attendance sheets/other necessary documents, arranging for appropriate number of folders /files (good quality) for preparing individual candidate profiles to be used during Personal Interview/ arranging for 2(two) external panelists for each Interview Board - **20 days (Maximum)**.

SW.6.14 **Phase IV** - Finalization of the venue, scheduling of candidates (post-wise) for Personal Interview, uploading of E-Admit Card for Personal Interview,

sending of intimation through Email/SMS and smooth completion of the Personal Interview/Viva-voce - 20 Days (Maximum).

SW.6.1.5

Phase V -Final tabulation of marks for each candidate as per prescribed guidelines. Submission of Final Merit List for all qualified candidates in a mutually agreeable format - 10 Days (Maximum).

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SECTION: III

GENERAL CONDITIONS OF CONTRACTS [GCC]

GCC.1

DEFINITION OF TERMS:

- a. In writing these General Conditions of Contract, Specification and Bill of Quantity (BOQ)/Bidding Schedule (Schedule of Work/Scope of Work), the following words shall have normally the meaning here-in-after indicated unless there is something in the subject matter of content inconsistent with such construction.
- b. The Company/Owner/Department shall mean the **WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD** and referred to as 'WBSSEDCL', having its Office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata-700091.
- c. For the bidding in response to this Tender, the Bidder/Successful Bidder shall be referred to as 'Bidder' or 'Agency' or 'Service Provider' interchangeably.
- d. The Ordering authority shall mean the competent authority awarding LOA for WBSSEDCL.
- e. The Work, Project or Contract all shall have normal meaning and all are related to the entire scope of work as will be mentioned in the LOI/LOA/Work Order.
- f. The term Holiday Listing means Black Listing a Bidder/Agency i.e barring the firm/vendor/service provider from participating/to carry out any work at any unit of the Company for a specified period.

GCC.2

GENERAL REQUIREMENT:

- i. **Cost of bidding:** The Bidder/Agency shall bear all cost associated with the preparation and submission of their bid and WBSSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- ii. **Correctness and sufficiency of rates quoted in the tender:** The Bidder/Agency shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the Bidder/Agency under the contract and all materials etc. necessary for the proper

completion of the work.

- iii. The Bidder/Agency shall submit an Authorization Letter as the proof of authorization for signing on its behalf.
- iv. For all purposes of the contract, the address of the Bidder/Agency mentioned in the bid shall be final unless the Bidder/Agency notifies any change of address with adequately substantive documents through separate letter(s) sent by Registered Post with Acknowledgement Due (AD) or courier service or hand delivered through any Company's representative to The General Manager (HR&A), Corporate, Corporate HR Deptt., WBSEDCL, 7th Floor, D-Block, Vidyut Bhavan, Sector-II, Block-DJ, Kolkata, West Bengal, Pin - 700091. The Bidder/Agency shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
- v. The tender inviting authority may ask for original documents regarding fulfillment of qualifying requirement and any other matters from the prospective bidders. In case the prospective Bidders/Agencies are unable to provide such documents in original, then the bids of such Bidders/Agencies shall not be considered as valid and the same are liable to be cancelled.
- vi. The Bidder/Agency shall execute, complete and maintain the work as per direction of the Ordering authority through its authorized representative.
- vii. **BIDDER/AGENCY'S STAFF AT SITE:** The Bidder/Agency shall provide at site his authorized representative duly approved by the Ordering authority /his representative (approval may be withdrawn for a particular person, if necessary). The Bidder/Agency and/or his authorized representative will be required to monitor and supervise the entire activity throughout the entire phase of selection process with due diligence. Such authorized agent or representative shall receive (on behalf of the Bidder/Agency) directions and instructions from the Ordering authority/ or his representative (Officers of concerned department & others.).
- viii. **Zero Date** shall mean the date of award of the LOI/LOA to the service provider by WBSEDCL.
- ix. **REMOVAL OF PERSONS EMPLOYED AT SITE:** The authorized officers of the WBSEDCL, in consultation with the Ordering authority, be at liberty to ask the Bidder/Agency to remove from the site such person, deployed by the Bidder/Agency in the execution of the work, who in the opinion of the WBSEDCL misconducts himself or is

incompetent or negligent to perform his duties and such persons shall not be again employed in the work without the permission of the authorized officer(s) of the WBSEDCL.

GCC.3 **GUARANTEE:**

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

GCC.4 **PERFORMANCE GUARANTEE & ADDITIONAL PERFORMANCE GUARANTEE:**

GCC.4.1 The successful Bidder/Agency has to furnish a Performance Guarantee (PG) in the form of Bank Guarantee (BG) from any Scheduled Indian Bank amounting to 10% of the contract price as per the schedule for submission of documents for the contract period. For any failure towards satisfactory performance on the part of the vendor, the Bank Guarantee will be liable to encashment and forfeiture.

- a) Performance Guarantee furnished in any other form will not be accepted.
- b) Performance Guarantee will not carry any interest.
- c) The above Performance Guarantee is to be submitted within seven (07) working days from the date of issue of the LOI/LOA and shall remain valid up to ninety (90) days after end of the contract period, with a further claim period of 90 days.

GCC.4.2 An Additional Performance Guarantee for safe record keeping (for data storage) has to be submitted by the Bidder/Agency in the form of Bank Guarantee (BG) from any Schedule Indian Bank amounting to Rs. 50,000 (Fifty Thousand) as the price pertaining to safe and secure maintenance of all hard copy documents (record-keeping) in connection with the project in their custody before the date of settlement of the Final Bill/Claim of the Agency. The Performance Guarantee shall be released only upon submission of Additional Performance Guarantee by the Agency. For any failure on part of the Agency to preserve the documents confidentially and in proper condition during its preservation period and if detected otherwise at the time of random scrutiny of the documents performed by WBSEDCL after receipt of the documents from the Agency, the Bank Guarantee will be liable to encashment and forfeiture.

- a) Additional Performance Guarantee furnished in any other form will not be accepted.
- b) Additional Performance Guarantee will not carry any interest.

c) The above Data Storage Guarantee shall remain valid up to 03 (three) years from the date of its issuance, with a further claim period of 90 days.

--For this purpose the Agency shall have to hand over the hard copy of documents to SSC Cell, WBSEDCL within 30 days on expiry of the stipulated 03 years timeline.

GCC.5

VARIATION, OMISSION, ADDITION & ALTERATION:

The Agency shall not modify the scope except under direction in writing by the Company. The quoted rate of each item shall remain firm till completion of contract. The Ordering Authority reserves the right to increase or decrease the no. of vacancies as required as specified in the accompanying technical specifications as may be necessary, at the time of award of contract or during the execution of the contract. In such case, the Bidder/Agency has to perform the work without any extra cost to WBSEDCL.

GCC.5.1

The Company reserves the right to alter, amend, and omit or otherwise vary any part of the scope of work as may be necessary. WBSEDCL shall notify the Bidder/Agency of the nature and form of such variation. The Bidder/Agency shall not vary or alter any of the Works, except in accordance with a variation order from WBSEDCL. The Bidder/Agency may, however, at any time, propose variations of the works to WBSEDCL, if situation so warrants for smooth conducting of the process. If WBSEDCL decides that variation proposed by the agency may be incorporated based upon such special circumstances/grounds that inclusion of such proposal is necessary for smooth execution of the process, it shall issue a variation order clearly identifying as such in accordance with the Bidder/Agency's submission with/without extension of time. The Bidder/Agency shall restrict its works to the extent of variation so made keeping other conditions of the contract unaltered. Payment shall remain fixed even in the event of accommodating such variation.

GCC.6

PAYMENT SCHEDULE:

a) 40% of payment of the total amount as per rate quoted under Item No. 1 in BOQ shall be made after release of Admit card for Written Test.

b) Balance 40% of the total amount as per rate quoted under Item No. 1 in BOQ shall be made after submission of merit list of all qualified candidates in Written Test and list of candidates shortlisted for Computer Proficiency Test as per specified guidelines of WBSEDCL.



- c) Payment of 80% of the total amount as per rate quoted under Item No. 2 in BOQ shall be made after submission of merit list of all qualified candidates in the Computer Proficiency Test and the list of candidates shortlisted for Personal Interview as per specified guidelines.
- d) Payment of the remaining amount of Item No. 1, Item No.2 and that has been quoted under Item No.3 in BOQ shall be made after submission of the Final Merit List for the entire project. This will constitute the Final Settlement of the claim of the Agency.
- e) All payments for this consultancy contract shall be made in Indian Rupees through RTGS/NEFT only against submission of Invoices/Bills.

GCC.7

TERMS OF PAYMENT:

GCC.7.1

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

- a) The agency shall furnish the consolidated bill to the Ordering Authority, upon completion of each part of the work as per the Scope of Work, which after verification from the respective office (as per Schedule of Work) & due certification by the concerned authority, shall be processed for payment.
- b) The agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the office of the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- c) The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, and GST applicable as amended from time to time and a certificate to this effect shall be provided to the agency by WBSEDCL.
- d) In case, the tendering Bidder/Agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Guarantee of the Agency, to the extent of the loss or obligation in monetary terms.
- e) The payment shall be made on or within 45 days from the date of submission of clear bills as per the prevailing payment policy in WBSEDCL.
- f) Following certificate/documents shall be submitted along with the bills:
- g) Necessary work compliance shall have to be endorsed/confirmed by the



appropriate authority in the Bill/Invoice.

- g) Payment shall be made by the Manager (F & A), Estb. Corporate, Vidyut Bhavan, 6th Flr., Block-B, WBSEDCL in Indian Rupees through RTGS/NEFT only.

GCC.8 **TIME SCHEDULE FOR COMPLETION OF CONTRACT/PROJECT:**

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

GCC.9 **EXTENSION OF TIME:**

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

GCC.10 **LIQUIDATED DAMAGE (LD):**

GCC.10.1 In case of failure on the part of the Agency to complete the entire job or part thereof the entire amount or part thereof as per contract or on omission, negligence, etc. to complete the process within scheduled time frame, the Performance Guarantee shall be liable to be forfeited and the Agency will also be liable for payment of damage or make good the damages.

GCC.10.2 The Agency will become liable to pay liquidated damages at the rate of ½% (half percent) of the contract value per week of delay subject to a maximum of 10 % (ten percent) of the contract value, in case the overall completion schedule of the constituted contract is affected by the delays on the part of the Agency.

GCC.10.3 Any error, printing mistake, wrong question in full or part thereof or wrong option in the question paper reported during the test or after the test will attract penalty to the tune of Rs. 3000/- (Rupees Three Thousand) per error. Penalty of similar quantum shall be imposed in each case if any deviation is detected which arises out of preparation of question which might harm religious/political/socio-economic sentiments of the public and is included in the Question Booklet under any circumstances.

GCC.10.4 The liquidated damages (LD) shall stand recoverable from the amount payable to the selected bidder as per the contract, no sooner it becomes due in case any item of work under 'Schedule/Scope of Work' has remained incomplete/not satisfactorily executed beyond the scheduled completion period irrespective of the fact on whose account such delay has taken place. This amount so recovered from the Agency will be reimbursed if, after completion of all works, it is satisfactorily demonstrated to WBSEDCL that such delay had occurred due to no fault of the selected bidder.

GCC.10.5 Likewise, any amount due to WBSEDCL due to defect/inadequacy/errors etc. on the part of the Agency will stand recoverable from the contract amount due to the latter or may be recovered by encashment of Performance Guarantee. WBSEDCL may lodge additional claim against the agency if the amount not recovered fully as above.

1. Levying of Penalty- Decision of the Ordering authority shall be final in this regard.
2. Waiver of penalty- Ordering authority will have power to waive penalty on satisfactory ground.

GCC.11 **DEFAULT RISK:**

If the Bidder/Agency declines or fails, on receipt of the order, to take up the work within stipulated period or handover the data/document after partial execution of the work, WBSEDCL shall have the liberty to get the service done through other service provider at its own risk and additional amount, if any or may impose any penalty for the delay which is detrimental to timely completion of the project in part or full. In such case the additional cost shall be recovered by revoking Performance Guarantee. If the situation so warrants compelling WBSEDCL to cancel the Work Order/LOA placed on the Bidder/Agency, it shall be liable to compensate the loss or damage, which may sustain due to reasons of failure on its part to execute the service in time and as per stipulated terms & conditions of NIT in part or full.

GCC.12 **COMPANY'S RIGHT TO TERMINATE THE CONTRACT:**

Either party may by giving not less than 30 (thirty) days' clear written notice, terminate the LOA citing specific reason for discontinuation of the contract.

WBSEDCL may terminate the contract of the Agency under the following circumstances:-

- If the Bidder/Agency neglects or fails to commence the service within the scheduled time of completion of the work or fails to provide satisfactory solution within scheduled time for completion or within the extended time approved by the Company in writing.
- If the Bidder/Agency fails to restore its work during severe breakdown in service for whatsoever reason or fails to provide improved service which otherwise might cause disruption/delay in time schedule of the project.
- If the Agency/Firm/Company becomes insolvent or bankrupt or enter into any agreement with his creditors for relief of debt or take advantage of any law for the benefit of debtors or go in to liquidation or receivership whether compulsory or voluntary.
- If the Bidder/Agency Company submits to WBSEDCL a statement which has an effect on the rights, obligations or interests of WBSEDCL and/or which they know to be false.
- Disclosure of any record/marks/merit/status to any candidate or third party before/after the declaration of the final result and without prior permission of WBSEDCL.

No consequential damages shall be payable to the Agency in the event of termination.

GCC.12.1 In case of unavoidable circumstances the company may terminate the Letter of Award (LOA)/Contract due to supervening impossibility.

GCC.12.2 In all cases WBSEDCL reserves the right to repudiate the contract (LOA) if the agency/service provider indulges in corrupt and fraudulent practices relating to the selection process which is inimical to the reputation of WBSEDCL and those acts are seen as hindrance in conducting the process smoothly with transparency and as per prescribed rules.

GCC.12.3 In addition, such action by the owner as aforesaid shall not relieve the Bidder/Agency of his liability to pay liquidated damages for delay in completion of works. The termination of the contract under this clause shall not entitle the Bidder/Agency to reduce the value of the Performance Guarantee nor the time thereof. The Performance Guarantee shall be valid for the full value and for the full period of the contract.

GCC.13 **HANDING OVER ON TERMINATION:**

Upon termination of the agreement, the Bidder/Agency's authority to act in the area shall immediately cease. Upon termination of the contract the Bidder/Agency shall transfer all the data/ documents related to the instant project in soft or hard copies to competent authority of WBSEDCL.

GCC.15 **FORCE MAJEURE:**

The Department shall not be responsible or liable to pay any compensation for any interruption in the work due to war and other hostilities, strike, lockout, riot, invasion, act of foreign enemies, mobilization, requisition or embargo, rebellion, insurrection, civil or military war, terrorism, pestilence, epidemic, inclement weather causing earthquake, flood, cyclone, lightning or typhoon etc., pandemic or any other force of accident due to any reason beyond control that directly impacts the provisions of services by the Agency. WBSEDCL will not take any additional liability towards enhanced taxes, duties and price variation due to force majeure condition. The Agency affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations with minimum of delay.

GCC.16 WBSEDCL management's decision is final in respect of all matters which are left to the decision regarding granting or with-holding of certificates. If, in the opinion of the Bidder/Agency, a decision made by the Ordering Authority is not in accordance with the meaning and intent of the contract, the Bidder/Agency may file with the Ordering Authority, within 7 (seven) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Ordering Authority's decision and the decision shall become final and binding.

GCC.17 **SETTLEMENT OF DISPUTE & LEGAL JURISDICTION:**

In case of any dispute arising out of the contract or breach of agreement, the same shall normally be settled through meeting between WBSEDCL and the Agency at the appropriate level. Any dispute arising out of or in connection with the contract shall, to the extent possible, be settled amicably between the parties. All disputes or differences in respect of which the decision if any has not become final shall be settled by the competent court of law within the jurisdiction of Calcutta High Court.

GCC.18 **CONFIDENTIALITY:**

GCC.18.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.

GCC.18.2 The agency is expected to perform the entire assignment including submission of the final list to the WBSEDCL authority in absolute and strict secrecy maintaining confidentiality of record and results at all stages of preparation of examination, holding of examination, finalization of results and publication of post-wise and discipline-wise list of successful candidates. The activities falling under the scope of work should be completed with 100 % accuracy. Any breach / lapses shall hold the Agency liable for Legal / Criminal proceedings. The agency shall be held responsible in case of any leakage in information/ data/ record /any other document etc. pertaining to the entire selection process.

GCC.19 **NON-DISCLOSURE:**

Any information, data, and record whether in electronic media or any other media related to providing the service to the Company shall not be disclosed or rented or lent to any third party. This will include all back-end data captured by the web server related to the visitors to the site including time logs, audit trails and footprints caused by the incoming traffic into web server. Excepting the officers of the WBSEDCL authorized to interact officially, no other officers/ representatives of the company / or the general public / any applicant should be provided any information on the proposed selection process or results or any other information connected to the aforementioned project. Disclosure of any record/marks/merit/status to any candidate or third party before/after the declaration of the final result and without prior permission of WBSEDCL will invite cancellation of this Letter of Award and other administrative action as deemed fit by WBSEDCL. A Non-Disclosure Certificate shall have to be submitted by the Bidder/Agency in Annexure-XV in this regard.

GCC.20 **RTI RELATED MATTER:**

The agency is required to supply all the available information duly certified as and when asked for by the authority of WBSEDCL under requisition by



any applicant even after recruitment process within the meaning of the RTI Act-2005, and by a court of law or otherwise. No document/records/data relating to the entire selection process should be destroyed without obtaining written permission of the competent authority of WBSEDCL.

GCC.21 **INTELLECTUAL PROPERTY RIGHTS:**

The agency will indemnify WBSEDCL from any claim against it by any third party for any infringement into the Intellectual Property Rights of the party in respect of any software used by the agency in connection with the contract with WBSEDCL.

GCC.22 **WBSEDCL'S PERSONNEL:**

GCC.22.1 Tendering Inviting Authority/ Ordering authority shall mean the competent authority awarding LOI/LOA for WBSEDCL i.e. **General Manager (HR & A)**.

GCC.22.2 Controlling Officer shall be the **General Manager (HR & A)**.

GCC.22.3 Nodal Officer: **Addl. General Manager (HR & A), SSC**.

GCC.22.4 Paying Authority: **Manager (F & A), Estb. Corporate, Vidyut Bhavan, 6th Floor, Block-B, WBSEDCL**

GCC.23 **DEATH/ BANKRUPTCY ETC:**

If the Bidder/Agency shall die or dissolve or commit any act or bankruptcy or being a corporation commence to be wound up except for reconstruction purpose or carry on his business under a receiver, the executor's successors, or other representatives in law of the state of the Agency or any such receiver, Liquidator or any persons to whom to the contract may become vested shall forthwith give notice thereof in writing to the Company and shall for one (1) month during which he shall take all reasonable steps to prevent stoppage of the work have the option of carrying out the project assigned to the Bidder/Agency subject to his or their providing such guarantee as may be required by the Company but not exceeding the value of the work for the time being remaining unexecuted provided, however, that nothing above said shall be deemed to relieve the Agency or his successors of his or other their obligations under the contract under any circumstances. In the event of stoppage of the work, the period of the option under this clause shall be

seven (7) days only. Provided that, should the above option be not exercised, the contract may be terminated by the Company by giving notice in writing to the Agency and the same power and provisions reserved to the Company in handing over on Termination Clause in the event of taking the work out of the Bidder/Agency's hand's shall immediately become operative.

GCC.24 **EFFECTING RECOVERIES:**

Any loss, arising due to non-fulfillment of this contract or another contract, will be recovered from the Performance Guarantee held and or any other amount due to the Agency from the WBSEDCL from this Contract as well as from other contracts, if any.

GCC.25 **RESPONSIBILITY:**

The agency shall be fully responsible for all activities related to the contract and take adequate measures to execute/fulfill the same with utmost satisfaction of WBSEDCL.

GCC.26 **SEVERABILITY:**

If any clause of this NIT are held to be otherwise unenforceable, the remainder of the clause of NIT will still be applicable.

LIST OF ANNEXURE

SL NO.	ANNEXURE REFERENCE	SUBJECT
1	Annexure-I	Proforma for undertaking to be submitted by the bidder
2	Annexure-II	Format of Letter for Submission of Bid
3	Annexure-III	Format of Bid proposal
4	Annexure-IV/V/VI	Format of Mandatory Condition
5	Annexure- VII	Format of Bank Guarantee for Bid Guarantee
6	Annexure-VIII	Format for Bank Guarantee for Contract Performance
7	Annexure-IX	Format for Bank Guarantee for Additional Contract Performance
8	Annexure- X	Contract Agreement Form
9	Annexure-XI	BOQ
10	Annexure-XII	Proforma for declaration of black listing/ holiday listing
11	Annexure-XIII	Proforma for declaration regarding abandonment and rescission of work
12	Annexure-XIV	Letter of Authorization
13	Annexure-XV	Non-Disclosure Certificate



PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

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

Ref.....

Date.....

To

The General Manager (HR & A)

Corporate HR

West Bengal State Electricity Distribution Company Limited,

7th Floor, Block-D, Vidyut Bhavan,

Block-DJ, Sector-II,

Kolkata- 700 091

Dear Sir,

I, _____, Partner/Legal Attorney/ Accredited

Representative of M/S _____, solemnly declare that:

1. I/We* have thoroughly read and examined the following Bidding Documents relating to the _____(full scope of work).
 - a) Notice Inviting Tender.....
 - b) Condition of Contract containing sections, "Instruction to Bidders (ITB)", "Scope of Work (SW)", and "General Conditions of Contract (GCC)".
2. All documents/ credentials submitted along with this Tender are genuine, authentic, complete, correct, true and valid.
3. I hereby declare that our proposal is made in good faith without collusion or fraud and no forged or tampered document(s) is/are produced with the application form for gaining unlawful advantage.
4. If any information and document submitted is found to be false/ incorrect/ misleading any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Bid Guarantee & Performance Guarantee and banning/ delisting of our firm and all partners of the firm, initiate criminal proceedings as per law etc.

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

Signature along with Seal of Co.....

(Duly authorized to sign the Tender) Name.....

Designation.....

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

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

Dated:

h

Format of Letter for submission of Bid**LETTER HEAD OF BIDDER**

To
 The General Manager (HR & A)
 Corporate HR
 West Bengal State Electricity Distribution Company Limited
 7th Floor, Block-D, Vidyut Bhavan,
 Block-DJ, Sector-II
 Kolkata- 700 091

Sub: Letter for Submission of Bid for the work

.....

.....

.....

Ref: I.NIT No.dated.....

Dear Sir,

We offer to execute the work as per our offered Bill of Quantity (BOQ) in accordance with the conditions of the NIT document as available in the website. The details of the Bid Guarantee and Cost of Bid, Letter of Authorization & Undertaking is being submitted by us in hard copies along with the Techno-Commercial Bid proposal.

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

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

Thanking you,

Yours faithfully,

Dated:

Signature along with Seal of Co.....

(Duly authorized to sign the Tender)

Name.....

Designation.....

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

Telephone No.....

Fax No.....

E-mail.....

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD.

Recruitment & Manpower Planning Cell

7th Floor, C-Block

Vidyut Bhawan: Kolkata 700091

Tender Notice No: WBSEDCL/R&MP/NIT/RECTT./2020-21/

Date:

BID PROPOSAL

From :

Bidder's Name and Address :

Contact person :

Designation :

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

Fax :

Tender Reference :

To

The General Manager (HR & A)

Corporate HR

West Bengal State Electricity Distribution Company Limited

7th Floor, Block-D, Vidyut Bhavan

Bidhannagar, Kolkata- 700 091

Sub. : Invitation to bid for Selection of Agency for conducting entire process of upliftment of departmental candidates from Class IV to Class III cadres through a Special Selection Drive under WBSEDCL

Dear Sir,

1. We the undersigned Bidder(s), having read and examined in details the specifications and other documents of the subject Bid, do hereby propose to execute the contract as per specification as set forth in your Bid-Document.
2. We have no reservations to the Bidding Documents with Instructions to Bidders.
3. The Bid Documents have been downloaded from www.wbsedcl.in and no content thereof has been altered /modified by us. In case of detection of any change in the contents of the Bid Documents at any stage, the bid will be liable to be rejected and the Bid Guarantee will be forfeited.
4. The entries made in the tender appendix/schedule annexure attached with the Technical Bid are true and also that we shall be bound by the act of our duty.
5. We shall be bound by the communication of acceptance of the offer dispatched within specified time and



we also agree that if the date up to which the offer would remain open be declared a holiday for the Company, the offer will remain open for acceptance till the next working day.

6. We shall take appropriate action for getting proper license / permission from the concerned authorities, wherever applicable.

7. We undertake that the decision of Competent Authority of WBSEDCL with reference to the Labour Welfare or Labour dispute shall be binding upon us and shall ensure the compliance of such decision in letter & spirit.

8. We shall also ensure the safety of the properties of WBSEDCL. In case of damage to any equipment /property due to delinquency/negligence of our employees, the cost of such damages will be borne by our agency. The decision of WBSEDCL in this regard shall be final. In case of any lapse on our part or on the part of our staff, WBSEDCL authorities may cancel the contract and award the work to another agency and in such a case, the costs difference may be recovered from us and WBSEDCL may forfeit the Performance Guarantee.

9. We ensure to maintain strict confidentiality during the entire phase of the project (including the information/document storage period).

10. PRICES AND VALIDITY:

All prices and other terms and conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of the techno-commercial bid (Cover-1). We further declare that prices stated in our proposal are in accordance with your bidding requirement and prices are firm.

We confirm that our bid prices include all other taxes and duties and levies applicable on all logistics and considering all other factors involved in the project and confirm that any such taxes, duties and levies additionally payable shall be to our account.

11. Cost of Bid/Tender Fee: We have enclosed DD/BC as cost of bid in favour of of Rs..... payable at Kolkata of.....
vide DD/BC No..... dated.....

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

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

14. DEVIATION:

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

15. WORK SCHEDULE:

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

16. PERFORMANCE GUARANTEE/ADDITIONAL PERFORMANCE GUARANTEE:

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



we also agree that if the date up to which the offer would remain open be declared a holiday for the Company, the offer will remain open for acceptance till the next working day.

6. We shall take appropriate action for getting proper license / permission from the concerned authorities, wherever applicable.

7. We undertake that the decision of Competent Authority of WBSEDCL with reference to the Labour Welfare or Labour dispute shall be binding upon us and shall ensure the compliance of such decision in letter & spirit.

8. We shall also ensure the safety of the properties of WBSEDCL. In case of damage to any equipment /property due to delinquency/negligence of our employees, the cost of such damages will be borne by our agency. The decision of WBSEDCL in this regard shall be final. In case of any lapse on our part or on the part of our staff, WBSEDCL authorities may cancel the contract and award the work to another agency and in such a case, the costs difference may be recovered from us and WBSEDCL may forfeit the Performance Guarantee.

9. We ensure to maintain strict confidentiality during the entire phase of the project (including the information/document storage period).

10. PRICES AND VALIDITY:

All prices and other terms and conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of the techno-commercial bid (Cover-1). We further declare that prices stated in our proposal are in accordance with your bidding requirement and prices are firm.

We confirm that our bid prices include all other taxes and duties and levies applicable on all logistics and considering all other factors involved in the project and confirm that any such taxes, duties and levies additionally payable shall be to our account.

11. Cost of Bid/Tender Fee: We have enclosed DD/BC as cost of bid in favour of of Rs. payable at Kolkata of vide DD/BC No. dated

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

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15. WORK SCHEDULE:

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

16. PERFORMANCE GUARANTEE/ADDITIONAL PERFORMANCE GUARANTEE:

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

Annexure-IV

MANDATORY CONDITION (Checklist)

Tender Notice No: WBSEDCL/R&MP/NIT/RECTT./2020-21/

Date:

Sl. No.	Requisite Credential	Requisite Document	Supporting	Submitted (Yes/No)
1	Certificates of the Agency & other credentials	<ul style="list-style-type: none"> ➤ Registration Certificate under authorized registering body/authority ➤ Incorporation Certificate, Memorandum of Association / Articles of Association ➤ Trade License ➤ The Resolution by BOD of Company, as the case may be, in favour of signatory of the Bid 		
2	Average Annual Turnover for each of last three completed financial years i.e for 2017-18, 2018- 19 & 2019-20 must be at least Rs. 20,00,000/- (Twenty lakhs)	The audited Annual Accounts/ certified Annual Accounts for respective year (s) should be submitted		
3	Contract/Work Order details from public/private sector during the preceding three completed financial years till 31.03.2020.	Copy of Work Orders/Agreement with Order value together with satisfactory completion certificate from the ordering authority has to be submitted		
4	Blacklisting/Holiday Listing	Undertaking on non-judicial stamp paper in this regard shall be submitted		
5	PAN/TAN details	Relevant document issued by Income Tax Deptt./appropriate authority under Govt. Of India to be submitted		
6	GST	Relevant document to be submitted		
7	Abandonment /Rescission of Work	Undertaking in this regard shall be submitted		
8	Relevant ISO/CMMI certification from appropriate authority	Mention details along with submission of necessary document in this regard		

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



MANDATORY CONDITION (Checklist)

Tender Notice No: WBSEDCL/R&MP/NIT/RECTT./2020-21/

Date:

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

Sl. No.	Item Details	Details
1	Name of Bidder	
2	Company Registration No.	
3	Nature of the Firm (Sole Proprietorship / Partnership / Private Ltd. Co. / Public Ltd Co.)	
4	Year of commencement of Business in the relevant field. (Please attach documents in support)	
5	Name of Proprietor(s)/ Director(s)/ Partner(s)	
6	Contact Person with Telephone No., Mobile No., E-mail ID and FAX No. of the Bidder	
7	Full Address of the Registered Office	
8	Full Address of the Branch Office (Kolkata), if any	
9	Permanent Account No. (PAN)/GIR No.	
10	Professional tax Registration No.	
11	Tax Deduction and Collection Account Number (TAN)	
12	GST Registration Number	
13	Details of Manpower (enclose details with supporting documents of PF Registration No. of Bidder/Agency, employee details, etc.)	
14	Nature of Infrastructure including IT (enclose details with full description with supporting documents)	
15	ISO/CMMI, etc. certificate details	

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



MANDATORY CONDITION

Tender Notice No: WBSEDCL/R&MP/NIT/RECTT./2020-21/

Date:

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

Sl. No.	Item Description	Details		
16	Average Annual Turn Over for last three completed financial years (as applicable) i.e for year 2017-18, 2018-19 & 2019-20	1 st yr. (Rs. In Lakhs)	2 nd yr. (Rs. In Lakhs)	3 rd yr. (Rs. In Lakhs)
		(2017-18)	(2018-19)	(2019-20)
17	Details of employee(s) of WBSEDCL having relation with the Agency	Name & Designation of employee	Place of Posting	Relation with the employee
18	Details of ex-employee(s) of WBSEDCL associated with the Agency	Name & Designation of ex-employee	Last Place of posting	Capacity in which the ex-employee is associated with the Agency
19	Work Orders received and executed by the agency & Completion Certificate from the concerned authority for whom the Agency has worked	Organization where worked with Contact details (addresses, phone no. & e-mail Id)	Order No. and Date with Value of the Order (mentioning period of contract)	Completion with date (Indicating Order reference no.)

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



PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref. No. :

Date :

To

The General Manager (HR & A)

Corporate HR

West Bengal State Electricity Distribution Company Limited

7th Floor, Block-D, Vidyut Bhavan

Block-DJ, Sector-II

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
(Herein after called the Bidder/Agency) wish to participate in the said Tender for

As an irrevocable Bank Guarantee against Bid Guarantee for an amount of having validity of initially for 180 days from the date of opening of techno commercial bid with claim period of 30 days is required to be submitted by the Bidder/Agency as a condition precedent for participation in the said Tender, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Documents.

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

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

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

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this

..... day of 2021 at

WITNESS:

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney No.

Date:

@ This date should be initially for two hundred & ten days (210) days and may be extended from time to time.

r

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

Ref.....

Date.....

To

The General Manager (HR & A)

Corporate HR

West Bengal State Electricity Distribution Company Limited

7th Floor, Block-D, Vidyut Bhavan

Bidhannagar, Kolkata- 700 091

Dear Sirs,

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

We..... (Name & Address) having its Head Office at.....(hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any or all monies payable by the Service Provider to the extent of Rs..... as aforesaid at any time up to the date of completion of the contract with a further claim period of 90 days and shall be subject to any extension allowed by WBSEDCL without any demur, reservation, contest, recourse or protest and/or without any reference to this Service Provider.

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

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

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee the Owner may have in relation to the Service Provider's

L

liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.....and it shall remain in force up to the date of completion of contract with a further claim period of 90 days and shall be extended from time to time for such period as may be desired M/s.....on whose behalf this guarantee has been given. Unless a demand or claim is lodged on us within and including (day/month/year) we shall be discharged from all liabilities thereafter. Dated this.....day of.....20.....at.....

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Official Address)

Attorney as per Power

Of Attorney No.....

Date.....

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank.
2. The sum shall be 10% (ten percents) of the Contract Price.

N

PROFORMA OF BANK GUARANTEE AS ADDITIONAL PERFORMANCE GUARANTEE (FOR DOCUMENT STORAGE)

(To be stamped in accordance with Stamp Act)

Ref.....

Date.....

To

The General Manager (HR & A)

Corporate HR

West Bengal State Electricity Distribution Company Limited

7th Floor, Block-D, Vidyut Bhavan

Bidhannagar, Kolkata- 700 091

Dear Sirs,

In consideration of West Bengal State Electricity Distribution Company Ltd. (herein after referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with registered/Head office at.....(hereinafter referred to as "Service Provider" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract issued by Owner's Letter of Award No.....dated..... for... (scope of work) and the same having been acknowledged by the Service Provider, resulting in a Contract bearing No.....dated..... Service Provider having agreed to provide an Additional Performance Guarantee for safe and secure maintenance of all hard copy documents (record-keeping) in connection with the recruitment project in their custody for a period of 3 (three) years from the date of issuance of this Additional Performance Guarantee with a further claim period of 90 days of an amount equivalent to **Rs. 50,000** (Fifty Thousand only).

We..... (Name & Address) having its Head Office at.....(hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any or all monies payable by the Service Provider to the extent of **Rs. 50,000** (Fifty Thousand only) as aforesaid at any time up to 3 (three) years from the date of issuance of this Additional Performance Guarantee with a further claim period of 90 days without any demur, reservation, contest, recourse or protest and/or without any reference to this Service Provider.

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

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



The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and not withstanding any security or other guarantee the Owner may have in relation to the Service Provider's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.....and it shall remain in force up to 3 (three) years from the date of issuance of this Additional Performance Guarantee with a further claim period of 90 days. Unless a demand or claim is lodged on us within and including (day/month/year) we shall be discharged from all liabilities thereafter. Dated this.....day of.....20.....at.....

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Official Address)

Attorney as per Power

Of Attorney No.....

Date.....

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank.

CONTRACT AGREEMENT FORM

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

ARTICLES OF AGREEMENT MADE this ----- day of ----- in the year -----

-----between WEST BENGAL STATE ELECTRICITY DISTRIBUTION
COMPANY

LIMITED (WBSEDCL), a statutory Body constituted by the Govt. of West Bengal having its head office at "Vidyut Bhaban", Block-DJ, Sector-II, Salt Lake City, Kolkata-700091 hereinafter referred to as the 'Company' (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART.

AND

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

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

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

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

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

1. The Service Provider agrees to undertake the work of -----

----- as per
Letter of Award no ----- dt ----- referred to above.

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

h

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

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

SIGNED, SEALED AND DELIVERED

Service Provider

1) _____

Witness

2) _____

Witness

Company

1) _____

Witness

2) _____

Witness

BOQ**(To be submitted along with Pride Bid proposal)**

BOQ for Selection of Agency for conducting the entire process of determining suitability of candidates for upliftment to the post of Assistant / Office Executive through a Special Selection Drive under WBSEDCL i.e. Written Test, Computer Proficiency Test & Personal Interview under WBSEDCL. BOQ forms an integral part of Price Bid proposal

Tender Notice No: WBSEDCL/R&MP/NIT/RECTT./2020-21/

Date: --/--/2021

Item No.	Scope of Work	TOTAL COST (IN RUPEES)		
		NO. OF CANDIDATES PER PHASE [A]	UNIT PRICE (Rs.) [B]	TOTAL COST ITEM-WISE (Rs.) [C=A x B]
1	Designing & Developing a Web portal for the issuance of system generated Admit Card, all arrangements for technical development, hoisting of website, maintenance and successful running of same during the entire phase of recruitment. Preparation of a detailed database of post-wise from the raw database handed over by WBSEDCL (in soft copy), monitor the process of downloading of E-Admit Cards by the candidates from website, bulk intimation by SMS / E-mail to candidates, preparation of Question Paper, OMR Answer Sheet (perforated & bar-coded with option for duplicate copy), arranging suitable venues in Kolkata/Bidhannagar as per details given in NIT, timely delivery of Question Paper & OMR Answer Sheet at the venue, photo id verification using Employee ID Card & use of mobile detection device, supply of ball point pen to all candidates for marking in OMR sheets, refreshment for all WBSEDCL officials, invigilation, use of mobile detection device and all allied jobs for conducting Written Test, objection management post Written exam through uploading of Question paper & Answer Key, OMR scanning under CCTV surveillance & submission of audio compatible CCTV footage to WBSEDCL, tabulation of marks in Written Test for all candidates and short-listing of candidates (post-wise) of advertised vacancies to be called for Computer Proficiency Test, displaying of list of successful candidates on the Website and ensure all health and hygiene protocols in the wake of Covid-19. Operation of helpline from 10 a.m. to 7 p.m. on all working days since date of commencement of registration till submission of Final Merit List.	650 (APPROX)		
2	Intimation by SMS / E-mail to candidates for Computer Proficiency Test, issuance of E-Admit Cards to eligible candidates through web-portal, hoisting of list of candidates called for Computer Proficiency Test on Company's website, scheduling of candidates, arranging infrastructure to conduct test for Computer Proficiency	650		



	Test at suitable venues at Kolkata having sufficient no. of computer terminals with CCTV (Audio & Video) footage facility, arrangement of venue with full supportive accessories, arrangement of adequate personnel for hardware and software experts at each venue, provision for print-out and signature of the candidate on the Computer Proficiency Test solved work sheets, archiving/storing soft copy of solved work sheets of candidates and arranging qualified lab assistants in required number, refreshment for all WBSEDCL officials. Finalizing the Merit list, displaying of list of successful candidates on the Website.	(APPROX)		
3	Issuance of Admit Card to eligible candidates, scheduling of candidates and intimation by E-mail & SMS, conducting of Personal Interview arranging suitable venue with separate Personal Interview Rooms for Panels and appropriate waiting area for candidates, arranging experts of the respective fields with relevant industrial experience & academic background, uploading list of candidates called for Viva-voce/Interview on WBSEDCL's website mentioning venue and date, submission of Final Merit list of successful candidates finalizing the Merit list.	650 (APPROX)		
	TOTAL			

➤ THE NUMBER OF POSTS MAY VARY

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

Signature of the bidder with Office Seal

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

(To be executed on non-Judicial stamp paper of requisite value)

Ref : Tender Notice No: WBSEDCL/R&MP/NIT/RECTT./2020-21/

Date:

In the case of a Proprietary Concern/Partnership Firm:

I hereby declare that I in my personal name or in the name of my Proprietary /Partnership concern M/s _____ which is submitting the bid for the work or any other concern in which I am proprietor or any partnership firm in which I am involved as a managing partner is having unblemished record and is not barred from participating in any tender or declared ineligible for corrupt & fraudulent practices or have been placed on black list or holiday list either indefinitely or for a particular period of time declared by any Central/ State Government/PSU (including Banks, etc.)/ Statutory Corporations /Autonomous Body/Institution under the Government or no investigation is pending through any Investigating Agency/Vigilance Deptt. of any PSU(including Banks, etc.)/Govt. Department / Statutory Corporations arising out of an FIR made against any recruitment project handled by the Agency, unless specified otherwise through an order of an appropriate Court, except as indicated below:

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

In the case of a Company:

We hereby declare that we are having unblemished record and is not barred from participating in any tender or declared ineligible for corrupt & fraudulent practices or have been placed on black list or holiday list either indefinitely or for a particular period of time declared by any Central/ State Government/PSU (including Banks, etc.)/ Statutory Corporations /Autonomous Body/Institution under the Government or no investigation is pending through any Investigating Agency/Vigilance Deptt. of any PSU(including Banks, etc.)/Govt. Department / Statutory Corporations arising out of an FIR made against any recruitment project handled by the Agency, unless specified otherwise through an order of an appropriate Court, except as indicated below:

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

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

 Signature of the bidder with Office Seal



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

Ref : Tender Notice No: WBSEDCL/R&MP/NIT/RECTT./2020-21/

Date:

In the case of a Proprietary Concern /Partnership Firm:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/S _____ which is submitting the bid for the work nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner neither have abandoned any work nor any of our contract have been rescinded during the last 7 (Seven) years, except as indicated below:

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

In the case of a Company:

We hereby declare that we neither have abandoned any work nor any of our contract have been rescinded during the last 7 (Seven) years, except as indicated below:

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

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

Signature of the bidder with Office Seal



LETTER OF AUTHORIZATION**(To be executed on Non-Judicial Stamp Paper)**

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

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

It is clearly understood that the authorized representative shall ensure performance of the Contract(s) and if he fails to perform his respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners of the Company/Firm.

It is expressly understood that this authorization shall remain valid binding and irrevocable till completion of the entire Liability Period/execution period in terms of the Contract.

The Partners of the Company/Firm hereby agrees and undertakes to ratify and confirm all the whatsoever the said Authorized Representative quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of by virtue of this authorization and the same shall bind as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Company/Firm as aforesaid have executed these presents on this day of 2021 under the Common Seal of his/their Company.

Signature & Common Seal of the authorized Company/Firm:

.....

for and on behalf of the Partners of Company/Firm

.....



The Common Seal of the above Partners of the Company/Firm:

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

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature.....

Name

Designation

Occupation

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased on behalf of Company/Firm.
2. The Agreement shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed.



NON-DISCLOSURE CERTIFICATE

(To be executed on non-Judicial stamp paper of requisite value)

Ref.....

Date.....

To

The General Manager (HR & A)

Corporate HR Department

West Bengal State Electricity Distribution Company Limited

7th Floor, Block-D, Vidyut Bhavan

Block-DJ, Sector-II,

Kolkata- 700 091

Dear Sirs,

..... (Name of Agency) [hereinafter referred to as 'Our', 'We' and 'Us'] write to confirm the terms of our certificate i.r.o confidentiality and non-disclosure of the information that WBSEDCL will be making available to us.

WBSEDCL will be providing us with access to certain information, which has been designated as 'confidential information', and which relates to **'End-to-end selection process for upliftment of departmental candidates from Class IV to Class III cadres through a Special Selection Drive under WBSEDCL'**.

The information may be disclosed to us either in writing or by access to computer systems or raw data/information, but will be clearly designated on its face or otherwise in writing by WBSEDCL as being 'CONFIDENTIAL'. In consideration for WBSEDCL granting this access to the information
..... (Name of Vendor) agrees that:

1. Subject to clause No. 9 below, we will keep the information strictly confidential and will not disclose it to any third party (other Agency/Bidder or its staff/ media/ authority/ individual/ Company/organization) in any form without prior written consent of WBSEDCL.
2. The information will only be disclosed to those personnel of the Vendor and members who need to know it for the proper performance of their duties/execution of their works in relation to this project, and then also to the extent reasonably necessary. We will take appropriate steps to ensure that all personnel to whom access to the information is given are aware of its confidentiality.
3. The information disclosed to us by WBSEDCL will be used solely for the purpose of execution of this recruitment project.
4. We shall have absolute right on the physical and digital data and output products processed / produced by me / us for this recruitment project which shall only be shared with authorized personnel of WBSEDCL.
5. We will comply with the confidentiality obligations set out herein since inception of the LOI/LOA/Work Order till the completion of the recruitment project and shall share the same only to the authorized personnel of WBSEDCL upon receipt of written request from them.
6. The confidentiality shall be maintained even after the completion of the recruitment project and shall



only furnish details upon receipt of written consent of WBSEDCL.

7. No input & output data/information be destroyed/deleted without any written consent from any authorized personnel/representative of WBSEDCL even after completion of the recruitment project/ task.
8. On termination of our involvement in this project, and upon being requested to do so, we will return the information disclosed to us/generated by us within a reasonable period, subject to the retention of proper professional records.
9. The obligation contained above shall not apply to any information which :
 - i. is or becomes publicly available otherwise than through a breach of this certificate.
 - ii. is already in vendor's possession without any obligation of confidentiality.
 - iii. is obtained by vendor from a third party without any obligation of confidentiality.
 - iv. is independently developed by vendor outside the scope of this certificate.
 - v. Agency is required to disclose by any legal or professional obligation or by order of a regulatory authority.
10. This certificate will be liable to be terminated upon the following condition following the timeline whichever is later –
 - a) the expiry of 3 yrs post completion of the recruitment project (physical record/document storage period) from the date hereof, OR
 - b) the execution of a definitive agreement between the parties in furtherance of the purpose.
11. This certificate shall be governed by and constructed in accordance with the laws of India. Any dispute related to this certificate shall be subject to the exclusive jurisdiction of the High Court, Calcutta.
- **Anything found in contradiction of the above, WBSEDCL shall be liable to take any penal measure and ever up to termination of the contract.**

Signature of the bidder with Office Seal

