

**WEST BENGAL STATE ELECTRICITY DISTRIBUTION
COMPANY LIMITED**



TENDER NOTICE NO: WBSEDCL/PTP/e-NIT/MANPOWER/2026/02 Date: 24.07.2026

Engagement of outsource Agency for providing Highly Skilled manpower on contract basis for 02 (Two) years under Power Trading and Procurement Cell (PT&P Cell) WBSEDCL

Le.
23.07-26

POWER TRADING AND PROCUREMENT CELL

Vidyut Bhavan, 7th Floor, Bidhannagar,

Block : DJ, Sector -II, Kolkata 700091

INVITATION FOR BIDS (IFB)

Notice Inviting e-Tender no. : WBSEDCL/PTP/e-NIT/MANPOWER/2026/02/RT Date: 24.07.2026
(DOMESTIC COMPETITIVE BIDDING)

e-Tenders are invited by the Chief Engineer, PT&P, WBSEDCL, Vidyut Bhavan, (7th Floor, 'B' Block), Bidhannagar, Kolkata – 700091 from the bonafide, experienced & resourceful bidders for following works on Domestic Competitive Bidding basis through e-tendering.

Sl. No.	Description of work	Earnest Money	Contract period
01	Tender for hiring of 05 nos. Highly Skilled manpower through professional agency in respect of ALDC and PT&P Cell, WBSEDCL for Computer Operation and other allied jobs	53,000/-	Two years

Intending bidders shall download the bid documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Both Techno-commercial Bid and Price Bid are to be submitted concurrently, duly digitally signed, in the same website within time schedule below.

1. SCOPE OF WORK

- To provide Highly Skilled manpower as per notification of the Labour Dept Govt. of WB dated 30.12.2016 & prevailing Minimum rates of wages Circular of the Labour Commissioner, Govt. Of West Bengal, for Power Trading and Procurement Department/ALDC, WBSEDCL.
- The contract workers must be well conversant with Computer Operation especially in Microsoft office Environment & primary knowledge in Computer peripheral devices.
- The contract workers must be conversant with office job like typing, e-mail and internet related activities in WBSEDCL office environment.
- The details of Scope of Work is enumerated in the Section 3 (Scope of Work).

2. ELIGIBILITY CRITERIA

- Bidders must comply the clauses as mentioned in the section 1 of the Bid document "Qualification of Bidders (QoB)".

3. EARNEST MONEY DEPOSIT

- The bidder must have to submit Earnest Money of Rs. 53,000/- along with the bid as indicated in the Instruction to Bidder clause IB.9.
- If the offer is submitted with inadequate Earnest Money as mentioned above, **the bid will not be opened.**

SCHEDULE OF DATES FOR E-TENDERING

Sl. No.	Activity	Date & Time
1	Publishing Date	24.07.2026
2	Document Download start date	24.07.2026 from 13:00 Hrs
3	Seek clarification start/end date	24.07.2026 from 12:00 Hrs to 28.07.2026 17:00 Hrs
5	Bid submission start date	24.07.2026 from 13:00 Hrs
6	Bid submission end date	04.08.2026 upto 17:00 Hrs
7	Techno commercial Bid opening date	07.08.2026 at 11:00 Hrs
8	Financial Bid opening date	To be intimated later

Place of work:

1) **Area Load Despatch Centre (ALDC)**- PLOT NO-28, BLOCK-JC, SEC-III, BIDHANAGAR, KOL-98, WBSEDCL. (4 NOS. OF MANPOWER ON SHIFT OPERATION; 1 MANPOWER IN EACH SHIFT FOR 3 SHIFTS AND 1 NO IN GENERAL SHIFT) with requirements mentioned under scope of work

2) **Power Trading and Procurement Cell (PT&P)** - VIDYUT BHAVAN, 7TH FLOOR, B-BLOCK, SECTOR-II, DJ-BLOCK, BIDHANNAGAR, KOLKATA-700091, WBSEDCL (1 NO. OF MANPOWER)

Other information as well as terms & conditions which are not covered above will be available in

- 1) Instruction to Bidders
- 2) Qualification of Bidders
- 3) General Condition of the contract with the bidding document

Any further information regarding the above tender may contact in the following address:

Power Trading and Procurement Cell (PT&P) - VIDYUT BHAVAN, 7TH FLOOR, B-BLOCK, SECTOR-II, DJ-BLOCK, SALT LAKE, KOLKATA-700091, WBSEDCL.

Section: 1
Qualification of Bidder (QoB)

- QoB.1** Bidders must have valid registration for recruiting/hiring/outsourcing manpower resources to other establishments (Certificate of registration under Labour Directorate, Govt. of West Bengal, FORM-II).
- QoB.2** Bidders must have sufficient credential for satisfactory past services in Central/State Govt./PSU related establishments for last three years. Certificate of performance of ongoing/completed work from the ordering authority must be submitted as a proof of experience.
- QoB.3** Experience for providing of at least 20 (twenty) skilled manpower in any Central/State Govt./PSU organizations during any of the last three (03) financial years i.e. 2023-24, 2024-25, 2025-26 (copy of LoAs to be submitted).
- QoB.4** Amount of average annual turnover should not be less than Rupees 25.0 lakh only during financial year 2023-24, 2024-25, 2025-26. Audited Profit and loss account for companies under Company Act and for others Profit and Loss account duly certified by any Chartered Accountant for aforesaid period to be submitted. However turnover of parent and / or Group Companies will not be considered to decide the eligibility.
- QoB.5** Income Tax Return for last three assessment years i.e. 2023-24, 2024-25, 2025-26 need to be submitted.
- QoB.6** Bidders must have its office in West Bengal. The proof of office Address to be submitted with GST registration of West Bengal.
- QoB.7** Bidders must submit following documents:
- a. Provident Fund registration certificate.
 - b. GST Registration Certificate.
 - c. PAN details.
 - d. Profession Tax registration certificate.
 - e. ESI registration certificate. In case of non ESI area, bidder has to purchase Medclaim Policy from the Public Sector Insurance Companies only.
 - f. Trade license.
 - g. Registration Certificate under the Company Act
 - h. Labour License as per Contract Labour (Regulation and Abolition) Act.
- QoB.8** Self-declaration by any bidder, unless explicitly mentioned anywhere in this document, shall not be given any cognizance. No credential of the bidder shall be accepted by WBSEDCL unless those are authenticated with requisite supporting documents.
- QoB.9** No Consortium and/or Joint Venture shall be allowed. No Sub letting or sub –vendor will be allowed in any stage during execution of LOA (s).
- QoB.10** The Bidders shall have readiness of human resource so that they are available within shortest possible notice for either replacement and/or enhancement of existing manpower.

- QoB.11** Accommodation, transportation, personal security, etc. for the deployed manpower shall be responsibility of the successful bidder and at their own cost and risk. WBSEDCL shall have no obligation in this regard in any matter what so ever.
- QoB.12** Bidder should not have been blacklisted from any Govt. organization across India in last three calendar years. Authorized Signatory of the Bidder must have to give undertaking in this regard in a non-judicial stamp paper of Rs. 10 (Ten) with Company's common seal.

Section: 2

Instruction to Bidder [IB]

- IB.1** **Introduction:** The bidders, in their own interest are requested to read very carefully these instructions and the terms and conditions as incorporated in General Conditions of contract before filling the bid form.

Submission of the bid shall be deemed to be the conclusive proof of the fact that the bidder had acquainted themselves and is fully conversant with all the instructions, terms and conditions governing the specification, unless otherwise specifically indicated/commented by him in his bid.

- IB.2** **Mode of Submission of Bid Document:**

Intending bidders desirous of participating in the tender are to log on to the website <https://wbtenders.gov.in> for the tender. Bidders will have to get themselves enrolled & registered with the e-Procurement System in the above website. Tenders are to be submitted online and intending bidders need 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. No Bid will be accepted, if it reaches through Post /Courier Service and/or any other means except electronically through <https://wbtenders.gov.in> and WBSEDCL shall no way take any responsibility in such situation.

Any modification/correction in the Bid documents, shall be made only through website i.e. <https://wbtenders.gov.in> and the latest document need to uploaded accordingly. Tenders are to be submitted in two folders - one is Technical Proposal and the other is Financial Proposal. The bidder shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

- IB.3** **Digital Signature certificate (DSC):**

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, Safe crypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the 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.

- IB.4** **Mandatory Condition:** The bidder shall provide documentary evidence satisfactory & acceptable, to establish that they have the requisite credential, capability and experience to handle the contract and meet requirements of all the Mandatory

Conditions indicated in **ANNEXURE-II & III.**

IB.5

Submission of Bid: The bidder needs to download the Forms / Annexure, fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. The bidder needs to download the BOQ, fill up the rates of items in the BOQ in the designated cell and upload the same in the designated location of Financial Bid.

Bids shall be submitted as under:

Technical Proposal:

The Technical Proposal shall contain self-attested scanned copies of the required documents and/or declarations in the following standardized formats in two covers (folders).

Folder 1-Statutory Folder

- i. Application for Tender(Vide Annexure I)
- ii. Notice Inviting Tender(NIT)
- iii. Addendum/Corrigendum if published
- iv. Company Details: Vide Annexure-II & Annexure-III

Folder 2-Non-statutory Folder

- i. PAN Card details
- ii. IT returns for the last 03(three) Assessment Years i.e. 2023-24, 2024-25, 2025-26
- iii. Current professional Tax (PT) submission challan. Application for such addressed to the competent authority may also be considered.
- iv. GSTIN registration certificates with GST return for 2023-24, 2024-25, 2025-26.
- v. Annual Turnover for a period of **last 03(three)** financial years i.e. 2023-24, 2024-25, 2025-26
- vi. Scanned copies of documents in support of CREDENTIALS in last three financial years i.e. 2023-24, 2024-25, 2025-26 in reputed organizations.
- vii. Indemnity Bond - Annexure IV duly filled up to be submitted.

Note: *(i) Tenders will be summarily rejected if any item in the statutory cover is missing.*

(ii) Failure of submission of any one of the above-mentioned documents will render the tender liable to rejection

IB.6

Financial Proposal:

The financial proposal shall contain the documents in the BOQ folder. The bidder shall quote the rate online through computer in the space marked for quoting rate in the BOQ. *(Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder).*

IB.7

Conditional and incomplete Tender: Conditional/incomplete tender will not be accepted under any circumstances.

IB.8

Period of validity of Bid: The offer against tender shall remain valid for a minimum period of 120 (one hundred and twenty) days from the next day of opening of tender (technical bid opening). However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions.

IB.9**Earnest Money Deposit(EMD)**

- (i) Amount of earnest money shall be Rs. 53,000/- only.
- (ii) Bidders shall not claim any interest as per Terms & Conditions of the Tender NIT.
- (iii) Earnest Money submitted will be liable to forfeiture for the following instances:
 - (a) If the successful tenders fail to accept Purchase Order/LOI issued within their offered validity period.
 - (b) For failure to submit specified Security Deposit within time limit indicated in the Purchase Order/LOI.
 - (c) If any cartel is formed by the bidder in their quotation.

Following payment options are available for paying EMD amount through Online Mode:

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

Note- Partial payment through online mode is not allowed.

General Instructions for Online payment

- (i) The bidder will have to mandatorily pay through Net-Banking facility once Net-Banking mode is opted for payment.
- (ii) Status of NEFT/RTGS payment through Challan for a bid may take time to be updated in 24 hours (approx). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 hours to avoid any complications.
- (iii) In case actual EMD amount as per NIT is more than one shown in e-tender portal, the bidder shall mandatorily opt for RTGS/NEFT(Challan Mode). In that case, the total actual EMD is to be paid only through NEFT/RTGS(Challan Mode).
- (iv) The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank Account from which the payment of EMD has been initiated.

Refund/Settlement of EMD Amount

- (i) For unsuccessful bidders EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- (ii) For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- (iii) The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the bank Account from which the payment of EMD has been initiated.
- (iv) For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz 033-40267512/13 since payment gateway facility used by e-tender portal is maintained by ICICI.

IB.10 Opening and evaluation of tender**A. Opening of Technical Proposal**

- (i) 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.

- (ii) Technical proposals for those bidders whose EMD has been received or payment successfully received through net-banking & RTGS/NEFT as described above will only be opened. If the offer is submitted with inadequate Earnest Money, will not be opened and will stand instantly rejected.
- (iii) Intending bidders may remain present if they so desire only one person from each entities with prior intimation to the tendering authority. Such person must furnish proper authorisation from the bidding authority to represent in this process.
- (iv) Technical proposal consisting statutory & non-statutory folder will be opened first. If there is any deficiency in the Documents, the tender will summarily be rejected.
- (v) Decrypted (transformed into readable formats) documents of the technical proposal folder will be downloaded for the purpose of evaluation.

B. Techno-commercial Evaluation of Tender

- (i) While evaluation, the Tender Inviting Authority or his authorised representative may call the bidders and seek clarification/information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- (ii) 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 only.

IB.11 Opening and evaluation of Financial Proposal

- (i) Financial proposals of the bidders declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- (ii) The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
- (iii) After opening of the financial proposal the preliminary summary result containing inter- alia, name of bidders and the rates quoted by them will be uploaded.
- (iv) The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.
- (v) Revision/withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority.
- (vi) The bid will be evaluated on the basis of gross price quoted by the bidders excluding GST and other applicable taxes. The bidders have to **quote percentage of aggregated total cost over a period of two years, excluding GST.**

IB.12 Late Bid: Bid(s), if received after the expiry of the scheduled date & time for receiving the same, shall not be considered /accepted for evaluation.

IB.13 Bid Withdrawal/Modification

The bidder may modify or withdraw his bid after submission but within the deadline of bid submission, provided written notice of the modification/withdrawal is received by WBSEDCL prior to the deadline for bid submission. No bid shall be modified/ withdrawn after the deadline of bid submission. Modification/withdrawal of bid by any bidder after the deadline of bid submission shall result into forfeiture of EMD.

IB.14 Right to Accept or Reject Bids and Split the Work

WBSEDCL reserves the right to accept or reject the bid, wholly or partly, or to split the work in parts and to add/delete any of the items, without assigning any reason whatsoever. To take care of unexpected circumstances, WBSEDCL shall reserve the rights for the following:

- a. Extend the closing date for submission of the bid proposals.
- b. Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders.
- c. To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone.
- d. Terminate or abandon the bidding procedure whether before or after the receipt of bid proposals.
- e. Seek the advice of external consultants to assist WBSEDCL in the evaluation or review of proposals.
- f. Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.
- g. 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.

IB.15 Bidder's Site Visit

Before submitting the bid, the bidders may visit the site, at their own cost, risk & responsibility and obtain all information that may be necessary for preparing the bid.

IB.16 Cost of Bidding

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

IB.17 Formation of Cartel

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

IB.18 Process to be confidential

The information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process.

The contractor shall not communicate or use in advertising, publicity in any other medium photograph or other reproduction of the works under this contract, or other information, concerning the works.

All documents, correspondence, decisions and other matters concerning the contract shall be considered of confidential and restricted nature by the contractor and he shall not divulge or allow access to these to any unauthorized persons.

IB.19 Corrupt and Fraudulent Practices

It is the WBSEDCL's policy to require that bidders observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the WBSEDCL:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "Fraudulent practice" means misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the WBSEDCL, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non competitive levels and to deprive the WBSEDCL of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) will cancel the firm's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives.
- (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a WBSEDCL contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a WBSEDCL contract; and
- (e) will have the right to get the firm audited by auditors appointed by the WBSEDCL.
- (f) will cancel the contract if at any stage it comes to know that the firm has any relation with any of the employees of the WBSEDCL.

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the WBSEDCL

Bidders shall furnish information as described in the Bid document on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract. **Annexure VI & VII must be submitted by the successful bidder upon receipt of LOA.**

Bidders shall be aware of the provisions on fraud and corruption stated in the Contract under the clauses indicated in the bid document.

Section: 3

Scope of Work [SW]

SW.1. Task of deployed Highly Skilled manpower are listed below :

Sl No.	Highly Skilled Manpower at PT&P Cell	Highly Skilled Manpower at ALDC
1.	• Manpower should be highly skilled and able to perform work as computer operator. • Day to day official activities • Maintaining record files • Advanced Data Management: Handling large datasets, ensuring high-speed and accurate entry, data validation, and proficient in using Excel for analysis. • Preparation and analysis of MS-Excel based data and preparation of reports therefrom as per requirements.	• Manpower should be highly skilled and able to perform work as computer operator. • Round the clock monitoring of 33KV network health of WBSEDCL command area through telephonic communication with the concerned 33KV & 132/220/400 KV substations of WBSEDCL & WBSETCL respectively. • Computerised of feeder outage time, restoration time & outage quantum in 15 minute time block wise in the prescribed computerised module of ALDC. • Continuous updating of outage data to the Control Engineers of ALDC. • Preparation of daily, weekly, monthly & yearly outage and analysis reports. • Any other computerized data entry related jobs allotted by the Control Engineers during real time operation. • Advanced Data Management: Handling large datasets, ensuring high-speed and accurate entry, data validation, and proficient in using Excel for analysis.
2.	General Shift	ALDC operates in 24x7 mode. 3 shifts of 8 hours each per working day. Three Shifts(6AM to 2PM/2PM to 10 PM/10 PM to 6 AM)

Note- Definition of Highly Skilled Employee shall be as per circular no. 30/Stat/14/RW/24/2023/LCS/JLC dated 22.06.2026 of the Additional Labour Commissioner, Govt. of West Bengal under SI No:11.

SW.2. Requisite Credentials/Qualifications of the required Manpower:

- All the operating personnel should have good verbal communication skill in Bengali, Hindi & English & writing skill in Bengali & English.
- Must be well conversant with Computer Operation especially in Microsoft Office Environment.

- Must have primary knowledge in Computer peripheral devices.
- Minimum Age of the deployed manpower must not be below 18 years.

SW.3. Standard of performance for manpower deployed at ALDC:

Essence- The essence of framing of SOP is to run 33KV Network health monitoring efficiently for extending best support to the Shift Charge Engineer at ALDC

KPA (Key performance Areas)- To understand the entire dynamics of the performance of such work process following KPA has been fixed.

1. Communication with 33KV Substation
2. Data processing & onward transmission to Shift Charge Engineer

1. Communication with 33KV Substation	
Objective	Communication with the concern 33KV Substations to take data related to interruption.
Definition	At the beginning of the conversation with the Substation operator it is very much necessary to welcome the operator disclosing the self identity.
SOP	i) Introduced Self (First Name) ii) Ask Caller's name (First and last name) iii) Ask caller the purpose of the call iv) Ask caller the detail regarding the interruption v) Conclude the call after extending thanks to the caller
2. Data processing & onward transmission to Shift Charge Engineer	
Objective	Recording of collected data in a prescribed format
Definition	After collecting data from different Substation it is compiled in a prescribed format provided by ALDC authority & after compilation the same will be expedited electronically to the Shift Charge Engineer of ALDC.
SOP	i) Strict compliance of prescribed format for data compilation ii) Prompt transfer of data to the Shift Charge Engineer iii) Quick response of any query from the Shift Charge Engineer related to data iv) Further communication with the substations as per instruction of the Shift Charge Engineer for data verification. v) Advanced Data Management: Handling large datasets, ensuring high-speed and accurate entry, data validation, and proficient in using Excel for analysis

Section: 4

General Information, Terms & Conditions

GTC. 1 Award of Contract

After approval of bid evaluation by WBSEDCL, WBSEDCL may, at its sole discretion, invite the successful bidder for a pre-award discussion. After such pre-award discussion and prior to the expiry of validity of bid of the successful bidder, WBSEDCL shall notify the successful bidder of acceptance of their bid in writing by issuing a detailed Letter of Award (LOA)/Order.

A. No sub-vendors are allowed to be engaged for execution of contract agreement.

GTC. 2 Period of the Contract: The initial period of the Contract shall be for a period of 02(Two) years with effect from 01.10.2026, or as specified in the LoA. **The successful bidder MUST STRICTLY comply with the statutory stipulations with respect to the working hours/shift timings/duty roster/weekly off day/maximum duty hours/night shifts in scheduling the duty of the deployed personnel and accordingly depute/assign/deploy manpower in compliance with the statutory stipulations.**

GTC. 3 Acceptance of Order: The successful bidder shall submit written unconditional acceptance of order within 3 (three) days from the date of issuance of the LoA/order.

GTC. 4 Creation of Vendor Id: Successful bidders shall have to mandatorily create vendor id through WBSEDCL Vendor Corner, if not created earlier. This is an essential step for accounting of EMD in SAP ERP system.

GTC. 5 Replacement of deployed manpower:
In case, any deployed employee(s) of the successful bidder engaged in execution of order remains absent or leaves/resigns his/her job or WBSEDCL wants the contractor to replace any person because of non-satisfactory performance, the contractor will have to arrange **un-interrupted service** using at least his existing deployed manpower of equivalent credential.

GTC. 6 No agent is allowed to participate in Tender

GTC. 7 As it has already been highlighted under scope of work that manpower must be deployed on 24X7 basis at ALDC, therefore, in case of any contingencies replacement must be made IMMEDIATELY within minimum reasonable time the vendor is informed by the supervising Officer or any other person by any mode of communication subject to the approval/satisfaction of the supervising officer.

GTC. 8 Failure to comply with this condition will attract Liquidated Damage as per the relevant clause under this document.

GTC. 9 Statutory Obligations:

- (i) The successful bidder must comply with all statutory obligations & provisions as per law of the land and as contained in relevant Acts like, Employees Compensation Act 1923, the Contract Labor (Regulation & Abolition) Act 1970, Employees Provident Funds and Miscellaneous

Provisions Act 1952, Employees' State Insurance Act 1948, Payment of Wages Act 1936 etc, Maternity benefit Act 1961 and rules made there under for every Act.

- (ii) The financial obligation(s) arising out of statutory obligations would be entirely on bidders account and WBSEDCL will not be responsible on this score for any reason whatsoever. The register maintained by the successful bidder in this regard, shall be subject to scrutiny of WBSEDCL, if WBSEDCL desires so.
- (iii) The successful bidder has to pay minimum wage in commensuration with prevalent notification of Labour Dept., Govt. of West Bengal as revised from time to time, **keeping the service charge percentage of the successful bidder unaltered**. In no case, the said wage can be divided into other component(s). PF, ESI and bonus should be on the minimum wage as above or as notified by the Labour Dept., Govt. of West Bengal.
- (iv) The successful bidders have to submit a list of deployed manpower to the supervising officer indicating Name, Father/Husband Name, Date of Birth, Communication Address, Qualification(s), Wage particulars including statutory deductions to the Nodal Officer within one month from the date of receipt of LOA / date of actual engagement.
- (v) The successful bidder to whom LOA will be placed while submitting the service charge bill must enclose Electronic Challan cum Receipts (ECR) and copy of paid challan of the respective bank as per Employees' Provident Fund Scheme, 1995, and also remittance if once confirmation slip positively in token of proof towards payment of Provident Fund Contribution to the Provident Fund Authority in Provident Fund Code Number, as mentioned in the LOA.
- (vi) It must be ensured that employees as engaged by the successful bidder are registered as per E.S.I. Act. The successful bidder is liable to enclose necessary paid Challan of the respective bank towards payment of E.S.I. Contribution to the respective E.S.I. Authority where ESI Scheme is applicable. Otherwise the bidders have to procure MEDICLAIM Insurance Policy from a Nationalized Insurance Company in respect of each of the employees where ESI Schemes are not applicable.
- (vii) The successful bidder has to submit necessary Labour License in terms of Contract Labour (Regulation and abolition) Act 1970.
- (viii) Payment of wage should be made along with duly authenticated Wage Slip indicating Minimum wage, PF deductions, ESI (both employer & employees contribution) and any other payments/deductions, as per statute.
- (ix) Issuance of Appointment order to each employee is mandatory. A copy of each such Appointment Letter may be sent to the supervising officer.
- (x) The successful bidder must issue Photo Identity Card to each employee.

GTC. 10 Performance Evaluation

The performance of the successful bidder will be measured on the basis of Standard of Performance (SOP) clauses as mentioned in the Scope of Work.

The release of Performance Bank Guarantee will be dependent on certification of satisfactory performance by concerned supervising officers.

GTC. 11 Performance Bank Guarantee:

- A. **Performance Guarantee:** As contract security, the successful bidder has to furnish a performance Guarantee in the form of Bank Guarantee on non-judicial stamp paper of Rs.100/- by any Schedule Bank in India, as per format enclosed (**ANNEXURE- V**)@10% of total Contract Value for two year on contract period to the Chief Engineer, PT&P,WBSEDCL.
- B. Performance Guarantee in no other form shall be accepted.

Contract Performance Guarantee will not carry any interest.

- D. The Performance Guarantee is to be submitted within fifteen (15) days from the date of issue of the order and Validity of BG will be for **2 (two) years** from the date of placement of LOA with a claim period of further ninety (90) days beyond the date of validity .
- E. In case the contract is renewed, the successful bidder has to extend the validity of the Performance Guarantee as required.
- F. The proceeds from the revocation of Performance Guarantee shall be payable to WBSEDCL as compensation for any loss resulting from the failure on the successful bidder's part to fulfil its obligations under the order or if 'Liquidated Damage' is levied on the successful bidder.

GTC. 12 Terms of payment:

- A. The 100% payments shall be made on a monthly basis, as applicable, subject to submission of the invoice in triplicate with break up details of statutory levies along with the following documents:
- B. The Certificate of Service provided, duly indicating the man-hours serviced (less deduction, if any for deficiency in service) duly signed by supervising officer & counter-signed by the Controlling officer.
- C. The GST Registration No along with SAC number shall be submitted along with the 1st bill and the proof of PF & ESI contributed/ paid by the successful bidder shall be submitted along with the bill from the 2nd month's bill onwards.
- D. The attested copy of the consolidated salary statement issued by the successful bidder for the previous month.
- E. The Paying Authority, however, reserves the right to call for proof of actual payment of GST to the concerned authorities. Whenever such information is sought for, the successful bidder shall give a satisfactory reply within one month. Failure to give satisfactory reply shall result in withholding of future payment of Service Tax to the firm.

GTC. 13 Paying Authority: The Manager(F&A), Establishment Corporate, WBSEDCL.

GTC. 14 Applicable penalty for non compliance of Standard of performance (SOP) as per clause SW3:

- For KPA Graded Scale of Performance Evaluation System (GSPEs) has been developed as per Annexure A and penalty will be imposed for failure to achieve a certain score in this scale is appended as below. The detail "GSPEs" is annexed herewith as

Score achieved	Penalty imposed
• 90% or above • <90% to 85% • <85% to 80% • <80% to 75% • Less than 75%	• Nil • 0.5% of monthly invoice value. • 1% of monthly invoice value • 1.5% of monthly invoice value • 2% of monthly invoice value

However, the Controlling Officer may waive the penalty at his discretion on the basis of valid ground on case to case basis.

Supervising officer will coordinate to evaluate the compliance level of SOP and determine the penalty amount subsequently.

GTC. 15 Settlements of Disputes and Arbitration:

- (i) In case of any dispute arising out of the contract, the same shall normally be settled through meeting between WBSEDCL and the contracting agency at the appropriate level.
- (ii) Any dispute arising out of or in connection with the contract shall, to the extent possible, be settled amicably between the parties.
- (iii) All disputes or differences in respect of which the decision if any has not become final shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act – 1996 or any statutory modification thereof. The venue of Arbitration shall be Kolkata only.

GTC. 16 Legal Jurisdiction:

During execution of this job, if any dispute arises thereby, the necessary legal affairs and / or court case shall be exclusively within the jurisdiction of Calcutta High Court only.

GTC. 17 Force Majeure:

The successful bidder shall have no liability if prevented from carrying out obligations under this order by reasons of war, invasion, foreign hostilities, war declared, riot, civil commotion, mutiny, fire, Govt. orders and/or restrictions or any other cause beyond the reasonable control of the successful bidder. However, such force-majeure circumstances are to be intimated immediately and to be established subsequently with appropriate documents/proofs to the entire satisfaction of WBSEDCL.

GTC. 18 Representative of bidders:

The successful bidder is required to nominate one person exclusively from commencement to completion as a '**Single Exclusive Contact Person**', with whom WBSEDCL will interact on all matters related to the contract who shall be mainly responsible for Human Resource related matters and any clarification, if required in respect of the monthly invoice. His/her Mobile number including contact address should be made available within a week from the date of acceptance of the order to the supervising officer.

GTC. 19 Holiday Listing:

Holiday Listing will be applicable according to the "Holiday Listing" policies of the Revised Purchase Policy, which is posted in the website of WBSEDCL (www.wbsedcl.in)

GTC. 20 Termination of Contract:

WBSEDCL reserve the right to terminate the contract either in part or full for failure to maintain desired level of performance or reasons of non-compliance of stipulated activities for different clauses under this contract. In such an event, WBSEDCL shall give the successful bidder thirty (30) days notice in writing of his decision to do so.

GTC. 21 Commencement of Service:

The contract period will commence from 01.10.2026 or as specified in the LoA/order.

GTC. 22 Controlling officer: The Chief Engineer, Power Trading & Procurement, WBSEDCL.

GTC. 23 Supervising Officer: The Addl. Chief Engineer, ALDC, WBSEDCL for ALDC works.

AREA LOAD DESPATCH CENTRE, WBSEDCL**Annexure-A****Graded Scale of Performance Evaluation System(GSPES)**

Name of the Agency-

Rating Scale- 1 to 5(5-Excellent, 4-Good, 3- Satisfactory, 2- Poor, 1- very poor)

SL No

Parameter

Rating

A

5

4

3

2

1

The rating on parameter to be given on the basis of following SOP

Eg : Suppose score achieved is 3 . That is score is 3 out of total score 5 i.e in % it will be $(3/5) \times 100$ i.e 60 %.

Annexure I

APPLICATION FOR TENDER

To,
The Chief Engineer(PT&P)
West Bengal State Electricity Distribution Company Limited,
7th Floor, Block'B', Vidyut Bhavan.,
Bidhannagar, Kolkata- 700 091.

Tender No.: WBSEDCL/PTP/e-NIT/MANPOWER/ Date

Dear Sir,

Having examined the Statutory, Non-Statutory & NIT documents, I/We hereby like to state that I/we wilfully accept all your conditions as per Tender No. Stated above

Dated this _____ day of _____ 20__

Full name of Applicant: _____

Signature: _____

In the capacity of : _____

Duly authorized to sign bids

For & on behalf of (Name of Firm): _____

(In block capitals or typed)

Office Address"

Telephone no(s) (office): _____

Mobile No. _____

Fax No. _____

Email Id _____

Signature of the bidder with office seal

Mandatory Condition

Annexure-II

	Requisite Credential	Requisite Supporting document	Submitted Yes/No
1	Average annual Turn Over for each of last three financial i.e for year 2023-24, 2024-25, 2025-26 as a proof of eligibility criteria as per QoB- 4	Provide copy of Audit Report in case of a Company registered under Companies Act 2013 & Tax Audit Report for bidders other than Company.	
2	Bidder should not have been blacklisted from any Govt. organization across India in last three calendar years	Undertaking of authorize signatory of vendors in the non judicial stamp paper of Rs 10	
3	Must Comply with all statutory obligations.	1. Provide the following required nos. in a separate sheet (as per Annexure-III) duly attested with following supporting documents. 2. Provident Fund registration certificate (duly attested). 3. GST Registration number along with the certificate. 4. PAN (duly attested) and proof of IT return for last three years. 5. Profession Tax registration certificate (duly attested). 6. ESI registration certificate. In case of non ESI area, bidder has to purchase Medclaim Policy from the Public Sector Insurance Companies only.(duly attested). 7. Trade license. 8. Registration no of the company & Labour Licence as per Contract Labour (Regulation and Abolition) Act.	
4	Should have experience of providing at least 20 (twenty) skilled/highly skilled manpower as outsourcing in any Govt./PSU organisations during any of the last three (03) financial years i.e. 2023-24, 2024-25, 2025-26	i. The bidder shall submit the documentary proof of orders received from the ordering authority. ii. Certificate mentioning order reference from Ordering Authority with satisfactory completion / ongoing during last two years. (above details as per Annexure-III)	
5	List of employees of Service Provider (s) and their experience should be submitted towards successfully working in similar business.	List of employees in the letter pad of the agency along with their qualification and experience detail in similar business.	

	have registered office in West Bengal.	1. Detail address and phone numbers of registered office.	
7	Income Tax Return for last three assessment years i.e. 2023-24, 2024-25, 2025-26 need to be submitted.	Self certified.	

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

West Bengal State Electricity Distribution Company Limited

E-Tender Notice No: WBSEDCL/PTP/e-NIT/MANPOWER/

Date

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

Sl. No.	Item Details	Details		
1	Contact Person with Telephone No., Mobile No., E-mail ID and FAX No. of the Bidder			
2	Communication details.			
3	PF and ESI Registration No.			
4	Permanent Account No. (PAN)			
5	Trade License No			
6	GST Registration No			
7	Company Registration No.			
8	Professional tax registration			
9	Annual Turn Over for last three financial years as a proof of eligibility criteria as per QoB- 4	1 st yr. (Rs in crore)	2 nd . (Rs in crore)	3 rd yr. (Rs in crore)
10	Orders received and executed by the bidder	Organization where worked with Contact Telephone No. and FAX No.	Order No. and Date with Value of the Order	Completion / ongoing Certificate with date (indicating order reference no.)

Signature of the Bidder with Seal

INDEMNITY BOND

(To be executed on a Rs.100/- Non judicial Stamp Paper)

BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on thisDay of2024, I/We having Registered Office/residing at(herein after called "OBLIGOR / OBLIGORS" which expression shall mean and includes my / our successors legal representatives, assigns) do hereby binds myself /ourselves and also our company / firm..... after having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited, a Government Company within the meaning of Sec. 617 of the Indian Company's act having registered office at Vidyut Bhavan, Block-DJ, Sector-II, Salt Lake City. Kolkata - 700091 (hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns.

Whereas OBLIGOR / OBLIGORS has / have been awarded to execute the job/works under letter no.....dt. issued by the OBLIGEE after having observing necessary formalities, the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job / works will be / likely to be done in places covered under Employees' State Insurance Act (ESI) and / or the Workmen Compensation Act (W.C. Act) and / or other laws relating to the Labour Management and Welfare.

And whereas according to the condition of the contract the OBLIGOR / OBLIGORS is/are under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR / OBLIGORS is/are aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the OBLIGEE shall have the power to deem that actual work has been started within the meaning of the contract before the execution of this Indemnity Bond.

Now this indenture witnesses that I / we the OBLIGOR / OBLIGORS do hereby undertake:-

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR / OBLIGORS.
2. THAT the OBLIGOR / OBLIGORS will take/adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT the OBLIGOR / OBLIGORS undertakes/undertake to engage only those labour worker or any other personnel whether highly skilled/skilled or unskilled or any other person whether in technical management or non- managerial or any other capacity in the area covered under Employees' State Insurance Act who has/have insurance coverage within the meaning of Employees' State Insurance Act and further undertakes not to engage any person in the area covered under Employees State Insurance Act., who does / do not has / have insurance coverage within the meaning of Employees' State Insurance Act.
4. That the OBLIGOR / OBLIGORS further undertakes/undertake to engage only those labour, worker, or any other personnel, whether highly skilled/skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area not covered under Employees' State Insurance Act, who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGOR / OBLIGORS.
5. THAT the OBLIGOR / OBLIGORS undertakes / undertake to indemnify and keep harmless the OBLIGEE from all claims, action, proceedings and of risk, damage, danger to any person whether belonging to / or not belonging to OBLIGOR / OBLIGORS.
6. THAT the OBLIGOR / OBLIGORS shall keep harmless the OBLIGEE from all claims, compensation, damages, any proceedings in respect of any of its employee / workmen under the Workmen Compensation Act. Act or any other laws for the time being in force.

THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR / OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Workmen Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work / Job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR / OBLIGORS is responsible to complete the work / job and it will be deemed that discontinuance was due to default of OBLIGOR / OBLIGORS.

8. THAT, if at any time, due to exigency, the OBLIGEE i.e. the West Bengal State Electricity Distribution Company Limited, as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGOR / OBLIGORS or for any other reason, the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR / OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR / OBLIGORS.
9. THAT the OBLIGOR / OBLIGATOR is / are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR / OBLIGATOR.

SIGNED AND DELIVERED	
BY THE OBLIGOR/OBLIGORS	
Signature	
WITNESS:	
1.Name, designation	
Signature	
2. Name, designation	
Signature	

**PROFORMA FOR BANK GUARANTEE FOR
CONTRACT PERFORMANCE**

Annexure - V

(To be stamped in accordance with Stamp Act)

Ref No. _____

Bank Guarantee No. _____

Date : _____

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

Dear Sirs,

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

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

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

All rights of WBSEDCL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all

here under unless the WBSEDCL enforce a claim under this guarantee against the Bank within six months from above mentioned date or from the extended date.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ and shall remain in force upto and including _____ and shall be extended from time to time for such period, as may be desired by M/s. _____ to whose behalf this guarantee has been given unless a demand or claim is lodged on us within and including _____ we shall be discharged from all liabilities, thereafter .

Dated this _____ day of _____ 20____ at _____

Witness:

(Signature)

(Name)

(Official address)

Attorney as per Power of

(Signature)

(Name)

(Designation with Bank Stamp)

Attorney No. _____

Date _____

ANNEXURE No.VI
West Bengal State Electricity Distribution Company Limited

Agreement for Third Party Access Security Policy of WBSEDCL

Organization Name & Address: Date:

Name:

Department:

Designation:

Third Party Access Security Policy:

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

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

(Signature of the Bidder)

Annexure No. VII
West Bengal State Electricity Distribution Company Limited

(Performa for Non-disclosure Agreement to be executed on Rs. 100 stamp paper)

This Non-Disclosure Agreement ("Agreement") dated Date, Month, Year ("Effective Date") is entered BETWEEN WBSEDCL a company incorporated under the provisions of Companies Act, 1956 and having its principal place of business at thereafter referred to as "....." which expression shall mean and include its executions, administrations, subsidiaries and assigns).

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

Purpose

WBSEDCL embarked on implementing information Security Management System (ISMS) which involves disclosure of IT/non-IT application Landscapes of WBSEDCL which are presently hosted at Data Centre and Data Recovery Centre. Such information is sensitive and confidential in nature. To protect the said confidential information both the parties desire to sign this Non-Disclosure Agreement. Disclosure of Confidential Information. Either party may disclose to the other party either orally or in any recorded medium, information comprising or relating to its/ or its subsidiaries or franchisees techniques; schematics; designs; contracts; financial information; ERP information; SAP Modules; client data; business affairs; operations; strategies; inventions; methodologies; technologies; employees; subcontractors; pricing; service proposals; methods of operations; procedures; products and / or services (Confidential Information). Confidential Information shall include all nonpublic information furnished, disclosed or transmitted regardless its source.

Confidentiality

Either party shall use the Confidential Information solely in furtherance of the actual potential business relationship between the parties. The parties shall not use the Confidential Information in any way that is directly or indirectly detrimental to the other party and shall not disclose the Confidential Information to any unauthorized third party. Parties shall ensure that access to Confidential Information is granted only to those of its employees or agents ("Representatives") who have a demonstrated need to know such information in order to carry out the business purpose of this Agreement. Prior to disclosing any Confidential Information to such/Representatives, party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. Each party and its Representatives will take all reasonable measures to maintain the confidentiality of the Confidential Information, but in no event less than the measures it uses for its own information of similar type. Parties and its Representatives shall not disclose to any person including, without limitation, any corporation, sovereign, partnership, limited liability company, entity or individual

- (i) the fact that any investigations, discussions or negotiations are taking place concerning the actual or potential business relationship between the parties,
- (ii) that it has requested or received Confidential information, or
- (iii) any of the terms, conditions or any other fact about the actual or potential business relationship.

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

The obligations contained under the agreement will not apply to the extent that either Party can demonstrate that the Confidential information: (a) was part of the public domain at the time of disclosure or properly became party of the public domain, by publication or otherwise; (b) was rightfully acquired by Receiving Party prior to disclosure by Disclosing Party; (c) was independently developed by Receiving Party or its Representatives without reference to the Confidential information; or (d) is required to be disclosed by a government agency or by a proper court of competent jurisdiction; provided; however, that Receiving Party and its Representatives shall provide Disclosing Party prompt prior written notice of such requirement, shall consult with and assist Disclosing Party in obtaining a protective order prior to such

disclosure, and shall only disclose the portion of Confidential information which it has been advised by written opinion of counsel is legally required to be disclosed and shall use its best efforts to obtain assurance that confidential treatment will be accorded such information if the protective order is not obtained or if Disclosing Party waives disclosure of such information.

Ownership of Material/No Warranty

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

Term

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

Return of Confidential information

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

General

(a) This Agreement shall be governed by and construed in accordance with the applicable laws of India.

(b) Either Party agrees that breach of the provisions of this Agreement by any Party will cause the other Party and irreparable damage for which recovery of money damages would be made in court of law' is Kolkata inadequate. Receiving Party and its Representatives hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of Kolkata, West Bengal for any actions, suits or proceedings arising out of a relating to this Agreement and the transactions contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that service of any process, summons, notice 'or document by registered mail or tracked courier service to the address set for the above shall be effective service of process for any action, suitor proceeding brought against Receiving Party and its Representatives in any such court.

(c) Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties permitted successors and assigns.

(d) This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.

(e) No terms or provision hereof will be considered waived by either party, and no breach excused by it, unless such waiver or consent is in writing signed an authorized representative of the non-breaching party. No consent to, or waiver of, a breach by a party, whether express or implied, will constituted a consent to, waiver of, or excuse of any other, different, or subsequent breach.

(f) If any part of this Agreement is found invalid or unenforceable, that par will be amended to achieve asnearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.

(g) This Agreement constituted the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, in the instant subject matter.

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

Signed, Sealed and delivered by:
Shri.....representing
WBSEDCL in presence of:

Witness:

1)

Authorized signature with
designation and seal
Signed, Sealed and delivered by:
Shri.....representing
M/S..... in presence of:

Witness:

1)

Authorized signature with
designation and seal