



West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)

Reg Office: Vidyut Bhavan, Block-DJ, Sec-II, Saltlake

Kolkata-700091

Tender No. CE/PTP/ALDC/AMC/2026/1 Dt:27.07.2026

TENDER

For

**“Comprehensive Annual Maintenance of the 2 nos. 10 kVA Online UPS at
Area Load Dispatch Centre, Power Trading and Procurement Deptt.,
WBSEDCL, Plot-28, Block-JC, Sec-III, Saltlake, Kolkata”**

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28.07-26

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

1. NOTICE INVITING TENDER

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

Description of work	Earnest Money (Rs.)	Contract period	Estimated Cost (Rs.)
"Comprehensive Annual Maintenance of the 2 nos. 10 kVA Online UPS at Area Load Dispatch Centre, Power Trading and Procurement Deptt., WBSEDCL, Plot-28, Block-JC, Sec-III, Saltlake, Kolkata"	1600/-	Two years	40,000/- per year plus applicable GST

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.

2. SCOPE OF WORK:

Scope of work under this contract shall be preventive and breakdown maintenance of UPS (two nos.) installed by you at ALDC, Salt Lake and diagnostics & rectification of fault for two consecutive years. The preventive maintenance visit will be limited to 1(one) per quarter of each year. In addition to preventive maintenance, any breakdown of the system shall have to be attended by you. The spares required for the above maintenance job shall be provided by you except high value Transformer and Capacitors whose age exceeds 5 years. The replacement of high value Transformers and Capacitors (more than five-year-old) and battery, if required, shall be done by you on payment basis.

3. MINIMUM ELIGIBILITY CRITERIA:

- i. Average Annual Financial turnover of the firm during the last three financial years ending 31.03.2026 should not be less than Rs. 1,50,000/-.
- ii. Bidder having experience of running/ongoing/completed similar work during last 3 financial years ending March – 2026.
- iii. The bidder shall enclose the running/ongoing/completion certificate(s) and other valid documents to substantiate their eligibility criteria and income tax returns along with profit and loss account statement and financial statement to substantiate the financial turnover. Otherwise the bid will be summarily rejected.
- iv. Even though the bidders meet the minimum qualifying criteria, they are subject to be disqualified if they have:
 - a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and / or
 - b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

4. SCHEDULE OF DATES FOR e-TENDERING:

Sl. No.	Activity	Date & Time
1	Publishing Date	27.07.2026
2	Document Download start date	27.07.2026 from 13:00 Hrs
3	Bid submission start date	27.07.2026 from 13:00 Hrs
4	Bid submission end date	07.08.2026 upto 17:00 Hrs
5	Techno commercial Bid opening date	10.08.2026 at 11:00 Hrs
6	Financial Bid opening date	To be intimated later

5. CLARIFICATION / INFORMATION

Any clarification / Information can be obtained from The DE(Elect.), ALDC at 9230962474 during official working hours.

6. SITE VISIT

It shall be the responsibility and choice of the Bidder to inspect the site before submission of tender documents to know the full implication of the contract.

7. LOCATION

The location of the site is at:

Area Load Dispatch Centre, Power Trading and Procurement Deptt., WBSEDCL, Plot-28, Block-JC, Sec-III, Saltlake, Kolkata 700106.

8. INSTRUCTIONS TO BIDDERS

- i) Bidder must have its office in West Bengal. The proof of office address is to be

submitted.

ii) Bidder must submit the following documents :

- a. GST Registration Certificate.
- b. PAN details.
- c. Professional Tax registration certificate.
- d. Trade license.
- e. Registration Certificate under the Company Act
- f. Income Tax Return for last three assessment years i.e. 2023-24, 2024-25, 2025-26.

- iii)** 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.
- iv)** 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).
- v)** Bidder should not have been blacklisted from any Govt. organization across India in the last three calendar years. Authorized Signatory of the Bidder shall have to give undertaking in this regard on a non judicial stamp paper of Rs.10 (Ten) with Company's common seal.
- vi)** 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 has acquainted themselves and is fully conversant with all the instructions, terms and conditions governing the specifications, unless otherwise specifically indicated/commented by him in his bid.

vii) 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 DSC. 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 a situation.

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

viii) 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 script, 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.

- ix) 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:

a) **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. Notice Inviting Tender (NIT)
- ii. Addendum/Corrigendum, if published

Folder 2-Non-statutory Folder

- i. PAN Card details
- ii. IT returns & GST returns for the last 3 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 certificate.
- v. Trade license.
- vi. Registration Certificate under the Company Act.
- vii. Undertaking by the Bidder in terms of Clause 8.v of this Bid Document
- viii. Annual Turnover for a period of **last three** financial years i.e. 2023-24, 2024-25, 2025-26 to be filled in Annexure-II.
- ix. Scanned copies of documents in support of CREDENTIALS in last three financial years i.e. 2023-24, 2024-25, 2025-26 in reputed organizations to be filled in Annexure-I.

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.

b) Financial Proposal:

The financial proposal shall contain the BOQ format. The bidder shall quote the rate online in the space earmarked 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).*

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

xi) 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 date of opening of tender. However, WBSSEDCL 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.

xii) Earnest Money Deposit(EMD)

- a) Amount of earnest money shall be Rs.1600/- only.
- b) Bidders shall not claim any interest as per Terms & Conditions of the Tender event.
- c) Earnest Money submitted shall be liable to forfeiture on the following grounds:
 - 1. If the successful bidder fails to accept LOA issued within their offered validity period.
 - 2. For failure to submit specified Security Deposit within time limit indicated in the LOA.
 - 3. In the event of formation of cartel by the bidders.
- d) Following payment options are available for paying EMD amount through Online Mode:

- 1. **Net-banking** through Payment Gateway.

2. **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 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.

e) General Instructions for Online payment

1. The bidder will have to mandatorily pay through Net-Banking facility once Net-Banking mode is opted for payment.
2. Status of NEFT/RTGS payment through Challan for a bid may take time to be updated. As such, bidders opting to pay through NEFT/RTGS mode shall make payment accordingly, to avoid any complications.
3. 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).
4. 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.

f) Refund/Settlement of EMD Amount

1. 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.

2. For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
3. 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.

xiii) 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 payment is successfully received through net-banking & RTGS/NEFT as described above will only be opened. If the offer is submitted with inadequate Earnest Money, the bid will not be opened and will stand instantly rejected.
- (iii) Intending bidders may remain present if they so desire only one person from each entity 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 of 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.

C. 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 aggregated total cost over a period of two years, excluding GST

xiv) 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.

xv) 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.

xvi) 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.

9. PERFORMANCE BANK GUARANTEE:

- i) **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- III**) @10% of total Contract Value for two year plus 90 days claim period on contract period to the Chief Engineer (PT&P),WBSEDCL.
- ii) Performance Guarantee in no other form will be accepted.
- iii) Performance Guarantee will not carry any interest.
- iv) The Performance Guarantee is to be submitted within fifteen (15) days from the date of issuance of the LOA and Validity of BG will be for **2 (two) years** from the said date with a claim period of further ninety (90) days beyond the date of validity.

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 fulfill its obligations under the order or if 'Liquidated Damage' is levied on the successful bidder.

10. 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.

11. CONFIDENTIALITY

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.

12. 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 defines, for the purposes of this provision, the terms set forth below as follows:

- a) "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
- b) "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.
- c) 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;
- d) will cancel the firm's contract if it at any time determines that corrupt or fraudulent

practices were engaged in by representatives.

- e) 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
- f) will have the right to get the firm audited by auditors appointed by the WBSEDCL.
- g) 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 be aware of the provisions on fraud and corruption stated in the Contract under the clauses indicated in the bid document.

13. WORK/TECHNICAL SPECIFICATIONS AND OTHER TERMS AND CONDITIONS FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC)

- i) The successful bidder, referred to herein as the Contractor, shall perform the work under this Contract in accordance with the Terms and Conditions as set- forth in this Tender document.
- ii) The main objective of this comprehensive AMC is that the entire system is to be kept functional 24*7*365 days without any interruption.
- iii) The Contractor shall attend the day-to-day maintenance, periodical servicing and preventive maintenance as per relevant standards and practices to maintain the system without any interruption. It also includes preventive as well as corrective maintenance of all components of the system under comprehensive AMC.
- iv) In case of occurrence of a fault in UPS, the fault shall have to be attended and rectified and the system is to be restored within 24 hrs. of receiving such information from WBSEDCL failing which will attract imposition of penalty as stated in the clause hereunder. A dedicated 24x7 telephone number and email address may be required to be provided by the successful bidder for complaint registration. The response and restoration time may be reckoned from the time of complaint registration.

- v) The delay in restoring the system beyond 'Downtime' mentioned above from the time of call given to the vendor will be assessed and claimed as compensation. The vendor has to pay the compensation @ 1% of AMC value normally for each occurrence of such delay. However, the liability of the penalty shall be limited to a maximum of 10% (Ten Percent) of the Annual Maintenance Contract.
- vi) Such 24 Hrs. will be ascertained excluding any forced majeure situation.
- vii) This Comprehensive Annual Maintenance Contract includes the cost of replacement, rectification / repair and servicing of all items.
- viii) In case of need to replace any item/ component, the agency shall provide original make genuine parts/components of similar or higher configurations. If original make is not available, the equivalent make with the approval of WBSEDCL, shall be provided. The contractor shall produce the cash Memo/ certificate/ Document in proof of providing genuine components to replace the faulty ones on demand.
- ix) The installations/details mentioned below are only indicative in nature and the contractor shall carry out all works given by WBSEDCL as and when required.

14. GENERAL CONDITIONS OF CONTRACT

a) Period of Maintenance Contract:

The Maintenance Contract shall be valid for a period of 24 months from the commencement date.

b) Commencement Date:

The tenure of the Contract shall commence from the date mentioned in the Letter of Award (LOA).

c) Manpower:

The maintenance works covered under the Scope of this Tender shall be carried out by qualified and experienced personnel of the Contractor holding the specified Competency Certificates.

d) Mode of Payment:

Payments under the Contract would be made half yearly basis on satisfactory

completion of works based on bills raised.

e) Privileges and Exemptions:

WBSEDCL shall provide the Contractor such details as shall be necessary in order to enable them to perform the Contract. The details provided by WBSEDCL to the Contractor shall be kept confidential. The Contractor and its personnel shall not at any time communicate to any person or entity or make public the details provided by WBSEDCL to the Contractor without securing WBSEDCL's express prior written consent. In the event of any violation of this clause, the same shall be construed as a material breach of the Contract and WBSEDCL shall be entitled to terminate the Contract after deduction of damages, estimated at its discretion, from any sum accruing or payable to the Contractor under this Contract and/or by invoking the Performance Guarantee and adjusting the said amounts from and out of the same.

f) Access to Premises:

WBSEDCL will facilitate reasonable access within its premises so as to enable the Contractor to perform its contractual obligations under this Contract. All personnel employed by the Contractor under this Contract shall display conspicuously on their person, their identification cards issued by the Contractor

g) Undertakings of Contractor:

The Contractor shall pay all taxes including all duties, fees, levies and other charges excluding GST imposed by law or by any other statutory or legal authority in respect of its contractual obligations that are required to be performed under the Contract. The Contractor shall comply with all applicable statutory requirements under law and shall be liable to compensate WBSEDCL for all legal consequences that may be fastened on WBSEDCL consequent to any infringement of any of the Contractor's contractual and/or statutory obligations. Further, the successful bidder has to submit the undertakings as mentioned under Annexure-IV & V in the prescribed format.

h) Resolution of Disputes

Any dispute or difference or claim of any kind whatsoever between WBSEDCL and the Contractor arising in connection with or out of this Contract; its execution - whether during the execution of Contract or upon expiry; or whether before/after the determination, abandonment or breach of Contract ("the Dispute") shall in the

first instance be amicably resolved through good faith negotiations between the Parties within a period of 30 days from the date of service of notice on the other Party regarding such Dispute.

In the event of failure of such good faith negotiations, the Dispute shall be referred to the Chairman-cum-Managing Director, WBSEDCL for settlement.

If the said Dispute still remains unresolved for a period of 30 days from the date of such reference, the said Dispute shall be referred for arbitration to an Arbitral Tribunal in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the Rules framed there under ("the Act"). Any amendment or modification to the Act shall deem to be incorporated in the Contract and be applicable from the date notified.

The Arbitral Tribunal shall comprise 3 members. The Parties herein shall each nominate an Arbitrator and the said Arbitrators shall thereupon nominate the Presiding Arbitrator. The Contractor shall, notwithstanding any Dispute between it and WBSEDCL or the pendency of any Dispute with the Arbitral Tribunal shall continue to discharge its obligations under the Contract. The pendency of any Dispute or reference to arbitration shall not be a ground or an excuse for its failure to discharge its contractual obligations during the tenure of the Contract

The venue of the arbitral proceedings shall be Kolkata. The courts in Kolkata shall have exclusive jurisdiction to decide all Disputes arising out of or under this Contract.

- i) Notwithstanding anything hereinabove contained, the Contractor shall deemed to have inspected the premises and satisfied itself before submitting the Tender-bid, as to correctness and sufficiency of the tender conditions vis-à-vis the work that is required to be discharged under the terms of the Contract and of the price stated in the schedule so as to enable it to comply with all its obligations under this Contract for fulfilling and satisfactorily discharging the work. The Contractor shall not be entitled to any escalation in price on any ground or reason whatsoever including but not limited to consequences arising due to change in any statutory provision.

15. TERMINATION:

Should any of the following events occur and/or continue, WBSEDCL may, by a 3

(three) months written notice to the Contractor, terminate the Contract, either in whole or in part:

- i. A default shall deem to have occurred on the Contractor's part in the execution of the Contract in the event of the Contractor's failure to perform or if the Contractor commits a breach of the terms contained in the tender.
- ii. Any other situation that has arose which, in the reasonable opinion of WBSEDCL, interferes or threatens to interfere-with the successful execution of the services or achieves the purpose for which this Contract has beenexecuted.

WBSEDCL also reserves the right to terminate the Contract for any reason whatsoever, determined solely at WBSEDCL's discretion, at any time, after having given 3 (three) months written notice to the Contractor.

16. PENALTY

In the event of any default or non-availability of the Contractor's services, WBSEDCL after notifying the contractor reserves its right to deploy its own/third party personnel to carry-out the said work and the expenses incurred by WBSEDCL for carrying out such work shall be recovered/deducted by WBSEDCL from and out of the payments accruing to the Contractor under the terms of this Contract.

Any failure by the Contractor to carry out any of the works mentioned in the scope of work to WBSEDCL's satisfaction shall, at WBSEDCL's discretion, result in the forfeiture of Performance Security provided by the Contractor and termination of the Contract.

ANNEXURE – I

STATEMENT OF WORKS RUNNING/ONGOING/EXECUTED

(The information shall be provided by the Bidder in the format indicated below for each work)

A. Works executed during the last 3 years.

B. Running/Ongoing Works.

FORMAT

Sl.No.	Name of the work and the narrative description	Name of the Client	Value of the Contract	Period of Contract	Whether the Work was completed satisfactorily throughout the Contract
1.					
2.					
3.					
4.					

(Copies of work completion certificates obtained from the clients in proof of satisfactory performance shall be attached.)

BIDDER

ANNEXURE - II

FINANCIAL STATUS

1. Turn-over of the Bidder during the last 3 years (Year Wise)

Financial Year	Turn-over (Rs)

BIDDER

ANNEXURE - III

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(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 _____ (name of the service) for Area Load Despatch Centre, WBSEDCL. 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 conclusive 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 liabilities there under unless the WBSEDCL enforce a claim under this guarantee against the Bank within six months from the 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)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____

Date _____

ANNEXURE No.IV
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. V
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 as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.
- (g) This Agreement constituted the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, in the instant subject matter.

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

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

Witness:

1)

Authorized signature with
designation and seal

Signed, Sealed and delivered by:
Shri.....representing
M/S..... in presence of:

Witness:

1)

Authorized signature with
designation and seal