

West Bengal State Electricity Distribution Company Limited
(A Government of West Bengal Enterprise)
(IT Cell)

Vidyut Bhavan, 3rd Floor, C&D Block, Bidhan Nagar, Block-DJ, Sec-II, Kolkata-700091

Website: www.wbsedcl.in, e-mail: itcell@wbsedcl.in
CIN: U40109WB2007SGC113473



WBSEDCL

TENDER NOTICE

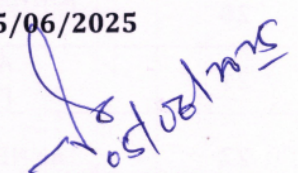
BID DOCUMENT

Cost of Bid Document: NIL

Engagement of CERT-In Empanelled IT Security Auditor for ISO 27001:2022 Audit of IT & OT Infrastructure under QCBS Mode for WBSEDCL for a period of 3 years

Estimated Project Cost: INR 12 lakhs (in words INR Twelve Lakhs Only) (excluding GST)

Tender Notice No: WBSEDCL/ IT&C/90.00/1567 dated 05/06/2025


**Chief Engineer
IT Cell, WBSEDCL**

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Disclaimer

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

WBSEDCL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the Tender Document. WBSEDCL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

About WBSEDCL

The Government of West Bengal unbundled the erstwhile West Bengal State Electricity Board (WBSEB) into two companies viz., West Bengal State Electricity Distribution Company Limited (WBSEDCL) and West Bengal State Electricity Transmission Company Limited (WBSETCL). The main business of WBSEDCL is distribution and hydro generation of electricity. It is also the nodal Agency of the Government of West Bengal for undertaking Rural Electrification task in the State with objective of providing access of electricity to all rural households in the state in line with the National Rural Electrification Policy. Over the years, WBSEDCL has been continually evolving to position itself as a leading Power Utility services organization of the Country. In the changing landscape, post recent global slowdown, it is anticipated that demand for electricity will change rapidly and expectations will also increase exponentially. WBSEDCL continually strives to enhance the quality of services delivered to its customers. WBSEDCL provides quality power to a gargantuan customer base of more than approx 2.38 crore across West Bengal through its service network spanning 6 Zones, 23 Regional Offices, 79 Distribution Divisions and 551 Customer Care Centers. These are indeed exciting times for the Company, given its rapid progression from providing engineering solutions, to solving complex customer challenges, to providing innovative solutions. WBSEDCL has implemented Enterprise Resource Planning – SAP in Financial Accounting & Control, Material Management, HR with Payroll, Plant Maintenance and Project System. After successful implementation of Purulia Pumped Storage Project in 10th Plan period with a capacity of 900 MW hydel power, the Company has taken up the ambitious plan of implementing Turga Pumped Storage Project in the 13th Plan period with installed capacity of 4 x 250 MW. For solving complex customer challenges and for providing more efficient service to the consumers, a Project titled Integrated Power Development Scheme for strengthening of sub transmission and Distribution networks, metering of Distribution transformers etc. in the urban areas has been implemented. A program for system improvement under Sech-Bandhu Scheme has also been conceived for rural areas.

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

On the above background, WBSEDCL invites sealed tenders from eligible and credentialed vendors for providing IT Security Auditing services. The engagement aims to safeguard WBSEDCL's critical IT and SCADA infrastructures to ensure uninterrupted delivery of its core function — power distribution.

Objective of the RFP

To engage a qualified and experienced IT Security Auditor under the Quality and Cost Based Selection (QCBS) methodology with 30% weightage on Technical Proposal and 70% weightage on Financial Proposal.

Section: 1

Instruction to Bidders (IB)

IB.1. General:

West Bengal State Electricity Distribution Company Limited hereinafter referred to as WBSEDCL, a Govt. of West Bengal Enterprise is responsible to distribute uninterrupted and quality Power within the State of West Bengal.

WBSEDCL's network is spread throughout the State of West Bengal having Head Quarter at Kolkata.

WBSEDCL have rolled out various IT Projects at the site offices throughout of West Bengal & implemented Data Centre at Rajarhat, New Town, Kolkata, Disaster Recovery Centre at Berhampore and Cloud Environment. Implementation and revamp of existing SCADA/DMS is in progress in WBSEDCL. Bidders are advised to study this document carefully. Submission of RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This RFP document is not transferable. This document must be read in its entirety.

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

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

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

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

IB.2. Invitation for the Bids:

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

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

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

IB.2.4. Bids shall be submitted online and intending bidders shall download tender

documents from website stated above, directly with the help of the e-Token provided. This is only mode for collection of tender documents. Details of submission procedure are given in "**Submission of Tenders**".

IB.3. Eligible Bidders:

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

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

IB.3.3. Bidders must fulfill Mandatory Condition as per Annexure-II.

IB.4. Responsibility of Bidders:

IB.4.1. It shall be sole responsibility of bidders to determine and satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect cost, duration and execution of contract.

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

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

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

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

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

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

IB.5. Formation of cartel & penal Measures:

Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the parties. Repeated occurrence

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

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

Sl No.	Action	Date & Time
1.	Publishing Date	12/06/2025 at 14:00 Hrs.
2.	Document Download start date	12/06/2025 at 14:00 Hrs.
3.	Last date of Receiving Pre-Bid Clarification	20/06/2025 at 14:00 Hrs.
4.	Pre-bid Meeting	23/06/2025 at 12:00 Hrs.
5	Bid submission Start date	25/06/2025 at 16:00 Hrs.
6.	Bid submission last date	08/07/2025 at 14:00 Hrs.
7.	Last date of physical submission of EMD (BG)	08/07/2025 at 14:00 Hrs.
8.	Technical Bid opening date	10/07/2025 at 14:00 Hrs.
9.	Financial Bid opening date	Will be informed to eligible bidders

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

IB.7. Pre-Bid Discussion:

Pre-bid discussion will be held at WBSEDCL as per schedule indicated in "**Key Date**" above to clarify the queries, if any, from the vendors in respect of tender. Selected vendors who shall purchase the Bid may participate (maximum two persons) in the said meeting for any such clarification.

Relevant queries in soft copy EXCEL format must be sent within the scheduled dates to the following mail id: itcell@wbasedcl.in

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

IB.8. Clarification of Bidding Documents:

Pre-bid Query received from vendors up to "Last date of Receiving Pre-Bid Clarification" will be clarified **through wbtenders.gov.in website**.

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

IB.9. Amendment / Addenda of Bidding Documents:

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

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

IB.9.3. In order to provide a reasonable time to prospective bidders for taking the amendment into account in preparing their bid, WBSEDCL may, at its discretion, extend deadline for submission of bids without citing any reason. In such cases, WBSEDCL will notify about

extended deadline to all prospective bidders in writing through e-tendering website (<https://wbtenders.gov.in>).

IB.10. Language of the Bid:

Bid prepared all correspondences and documents relating to the bid exchanged by bidder and WBSEDCL shall be written in English language only.

IB.11. Submission of Tenders:

IB.11.1. General process of submission:

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

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

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

IB.11.1.4. Earnest money [Bid Guarantee]:

1. All bids must be accompanied with a refundable earnest money, as "Bid Guarantee". The bid shall be considered non-responsive and invalid if earnest money is not submitted along with the bid.
2. The bidder shall select the tender to bid and initiate payment of EMD of Rs. 30,000/- (Rupees 30 Thousands only).
3. The amount shall be submitted through online mode in e-tender website. Bid guarantee may also be submitted through Bank Guarantee (BG).
4. No interest will be payable by WBSEDCL on the above Bid Guarantee.
5. The Bid Guarantee shall be forfeited for any of the following reasons:
 - i. If during the period of bid validity, bidder withdraws or modifies the bid in part or as a whole.

ii. If successful bidder(s) fail(s) to accept the order unconditionally as per “**Acceptance of LoA**” clause of bid document or fail(s) to furnish contract performance bank guarantee (PBG) as stipulated in PBG or fail(s) to furnish additional performance bank guarantee as stipulated in "Additional Performance Bank Guarantee" clause of bid document.

iii. If successful bidder(s) fail(s) to extend the validity period of EMD if required during the tendering process.

iv. If any cartel is formed by the bidder in their quotation.

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

a. A bidder desirous of taking part in a tender invited by Offices of WBSEDCL shall login to e-Procurement portal of Government of West Bengal <https://wbtenders.gov.in> using his/her Login Id and password.

b. Bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:

i. Net-banking through Payment Gateway.

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

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

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

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

➤ Bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.

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

e. General Instructions for EMD submission through BG:

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

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

Bank: PUNJAB NATIONAL BANK

Branch: MAYUKH BHAVAN Branch

A/C No: 1096250031639

IFSC code: PUNB0109620

- For preparation of offline EMD/BG :

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

Bank: PUNJAB NATIONAL BANK

Branch: MAYUKH BHAVAN Branch

A/C No: 1096202100000241

IFSC code: PUNB0109620

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

**Office of Chief Engineer, IT & C Cell,
3rd Floor D-Block,
Vidyut Bhavan,
Block-DJ, Sector-II
Bidhanagar, Kolkata – 700091**

- Original BG i.r.o EMD shall be submitted in a sealed envelope at address as stated above within date and time as specified in NIT. If bidder fails to submit original BG within timeline specified in NIT, the bid will not be considered for evaluation and hence rejected.

f. Refund/Settlement of EMD Amount:

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

IB.11.2. Technical Proposal:

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

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

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

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

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

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

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

IB.11.2.7. Scanned copy of Bank Guarantee (BG) towards EMD in format as prescribed in **Annexure-VII** of NIT, **in favor of WBSEDCL payable at Kolkata** from any scheduled Bank of RBI. Issue date of BG shall be after NIT publication date. This clause will be applicable only for cases where Earnest Money Deposit (EMD) has been submitted through BG.

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

IB.11.2.9. Agreement for third part access security policy of WBSEDCL & Non-Disclosure Agreement (NDA) as per **Annexure-X & XI** shall be properly filled-in, signed and submitted.

IB.11.2.10. Copy of Corporate Identification Number (CIN)/Certificate of Incorporation of the bidder.

IB.11.2.11. Copy of PAN of the bidder.

IB.11.2.12. Copy of GST Registration Certificate of the bidder along with three years GST return documents.

IB.11.2.13. Copy of Balance Sheet and Profit & Loss Statement duly certified by Chartered Accountant for Fiscal Year 2021-22, 2022-23, 2023-24.

IB.11.2.14. Copy of turn-over certificate issued by Chartered Accountant for Fiscal Year 2023-24, 2022-23 and 2021-22. Average annual turnover for in each of the above fiscal years must be at least INR 10(crore) Crore.

IB.11.2.15. Copy of Net Worth certificate issued by Chartered Accountant for Fiscal Year 2023-24, 2022-23 and 2021-22. Net-Worth must be positive for Fiscal Years 2023-24, 2022-23 and 2021-22.

IB.11.2.16. Copy of Income Tax Return for Assessment Year 2021-22,2022-23,2023-24

IB.11.2.17. CV for proposed Experts as per Annexure -VI

IB.11.2.18. Eligibility and Work Experience:

- i. Bidder must have experience of similar kind of IT Security Auditor as mentioned in the NIT.
- ii. To comply with the eligibility and work experience the annexures must be duly filled, up, signed and uploaded with the bid along with necessary supporting documents and certificate from order issuing authority. It shall contain proper details for verification by WBSSEDCL.
- iii. If tender inviting authority is not satisfied with documentary evidence of the order, the bid may be rejected.

IB.11.2.19. All the mandatory condition to be fulfilled as per Annexure-II, IIA, IIB and IIC

IB.11.3. Financial Proposal:

IB11.3.1 The financial proposal shall contain **Bill of Quantity (BOQ)** as per **Annexure-III format**. Bidder has to quote the rate online in space marked for quoting rate in BOQ. The bidder is to upload, downloaded predefined Price Bid (MS Excel format) only with filled up amounts in specified fields. The bidder will not be allowed to upload any Techno- commercial terms and conditions in the 'Price Bid' offer/ BOQ. Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder. Any deviation in the format, content (Other than entry of the quoted price at the desired blank spaces) of the Price bid/BOQ will render the tender liable to summary rejection.

IB11.3.2 The quoted price remains fixed for the entire period of engagement.

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

IB.13. Late Submission of Bid:

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

IB.14. Validity of Tender and Offer:

Offer against tender shall remain valid for a minimum period of 180 (One hundred eighty) days from next day of opening of the tender mentioned elsewhere in this NIT. 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 of the offer.

IB.15. Time Schedule:

The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the bidding document and incorporated in the contract for execution of entire job.

IB.18. Signing of Bids:

- IB.18.1.** Bid should be downloaded from website www.wbtenders.gov.in and signed by a person(s) duly authorized by the bidder.
- IB.18.2.** To be qualified for evaluation and finalization of contract, bidder(s) shall submit a written power of attorney, authorizing the signatory of the bid to act on behalf of the bidder in the form and manner which is acceptable by WBSEDCL.
- IB.18.3.** All pages of the bid and where, entries/ amendments have been made, should be signed by the person/persons signing the bid.
- IB.18.4.** Complete bid should be without alterations, interlineations or erasers, except those to accord with instructions issued by WBSEDCL or as necessary to correct errors made by bidders. Such corrections should be initialed by the person(s) signing the bid. Bids which are not duly signed will be treated as cancelled.

IB.19. Conflict of Interest:

- IB.19.1.** Bidder should not have any conflict of interest that can affect the tendering Process. Any bidder found to have a conflict of interest will be disqualified. In the event of disqualification, bid security of the bidder will be forfeited for the time, cost and effort of the authority including consideration of such bidder's proposal, without prejudice to any other right or remedy that may be available to authority hereunder or otherwise.
- IB.19.2.** Any bidder will be found to have a conflict of interest if his near relative is posted as any employee/officer in any capacity in WBSEDCL and associated with tender inviting authority.
- IB.19.3.** Any bidder will be found to have a conflict of interest if any employee of the bidding firm/company has developed a financial or other interest with any employee/officer of WBSEDCL associated with tender inviting authority during execution of the contract.
- IB.19.4.** Any bidder will be found to have a conflict of interest if the bidder has a relationship with other bidder(s) directly or through common parties that puts them in a position to have access to each other's information or influence the tendering process of either or each of the other bidder.

IB.20. Acceptance of Tender:

Amongst the technically qualified bidders, L1 bidder will be decided on the basis of price bid evaluation for the overall work after satisfying each sub-category. Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons.

IB.21. Price:

- I. The Bidder shall indicate the prices in Indian Rupees only.
- II. Incomplete or partial quotation will not be accepted and shall be liable to be rejected.

- III. No deviation in any form in the Price Bid Sheet is acceptable.
- IV. Prices quoted by the Bidder shall be fixed. Bid/tenders submitted with adjustable price quotations will be rejected.
- V. Rates quoted should be for a period of 3(Three) years for the items as mentioned in Annexure - III. The rates quoted should be exclusive of all taxes.
- VI. The price offer shall be submitted in the prescribed format in Annexure – III only.
- VII. The prices (excluding tax component) shall remain FIRM for the contract period for which the contract is awarded. For introduction of any new levy or change of tax rate will be considered till completion of the service within stipulated period. GST shall be payable over the quoted price as applicable and as per prevailing rate.
- VIII. The Bidder, at his own cost, responsibility and risk may visit the Sites connected to their service and may obtain relevant information before quoting the rates. The costs of visiting the Site shall be at the Bidder's own expense.

IB.22. Purchase Order:

WBSEDCL will communicate acceptance of tender to the successful bidder by a purchase order/LoA. Successful bidder shall communicate unconditional acceptance of the purchase order/LoA.

IB.23. Concession: No price preference will be allowed to any bidder based on the size of the industry or its geographic location. Co-operative Society/ MSMEs will not be considered with separate status.

IB.24. Statutory Obligation: Statutory obligations as per law of the land are to be complied.

IB.25. Issue of LOA: WBSEDCL will award the contract (LoA) to the successful bidder(s) whose bid has been determined substantially responsive and has been evaluated as the most suitable bid through the Quality and Cost Based Selection (QCBS) method. The award will be subject to the bidder being determined to have the requisite qualifications to perform the contract satisfactorily. WBSEDCL shall be the sole judge in this regard.

IB.26. Acceptance of LOA: Successful bidder should submit written unconditional acceptance of LOA within 7 (seven) days from date of issuance of the same. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause. Failure to compliance will be liable for cancellation of order and forfeiture of bid guarantee submitted by the bidder.

IB.27. Execution of Contract Agreement: Contract Agreement, as per Annexure-XIII, on non-judicial stamp paper worth INR 100 shall be executed within 28 (twenty-Eight) days from the date of issuance of LoA. Date of execution of contract agreement shall be considered as commercial go-live of the Project.

IB.28. Right to reject Bids:

- IB.28.1.** WBSEDCL reserves right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) reason for WBSEDCL's action.

IB.28.2. WBSEDCL reserves right to disqualify any bidder during the tendering process in case any adverse remark related to data compromise/fraud comes into notice of WBSEDCL by any means where the bidder is directly or indirectly involved.

IB.29. Disqualification of Vendors: Adverse report/remark against any order from any office under WBSEDCL may disqualify the candidature of the vendor at any point of time during processing of the tender.

IB.30. Mandatory Condition: All clauses mentioned under Annexure-II shall mandatorily be complied by intending bidders for qualification.

IB.31. Legal Jurisdiction: The necessary judicial affairs and/or Court Case will be exclusively within the jurisdiction of Calcutta High Court only.

IB.32. Communication: Successful vendor, for communicating with WBSEDCL, for this job may use following modes.

Email- itcell@wbasedcl.in

IB.33. Representatives of Successful Bidder:

IB.33.1. Successful bidder should nominate one person exclusively for this project from commencement to completion as a Nodal Officer with whom WBSEDCL will contact on all matters related to this order.

IB.33.2. The vendor shall specifically furnish to WBSEDCL, the name, designation, Telephone no. including mobile no., email address of such person.

IB.33.3. Successful bidder shall arrange to depute Onsite Support as detailed/ mentioned in the NIT. Moreover, support personnel engaged in this project shall be an employee in direct payroll of the bidder.

IB.33.4. Successful bidder shall provide complete Support during the contract period on all days.

IB.34. Time Schedule: The entire activity as per scope of work shall start after issue of LOA. Date of issue LOA or any date jointly agreed by WBSEDCL and the selected vendor shall be considered as zero date.

IB.35. Opening and evaluation of tender:

IB.35.1. Opening of Technical Proposal

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

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

Intending bidders may remain present, if they desire.

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

IB.35.2. Opening of Financial Proposal

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

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

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

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

IB.36. Process to be confidential:

IB.36.1 After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of Contract shall not be disclosed to bidders or other persons not officially concerned with such process.

IB.36.2 Any effort by a bidder to influence WBSEDCL or others connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of Contract, may result in the rejection of his bid.

IB.37. Clarification of Bids:

To assist in the examination, evaluation and comparison of bids, WBSEDCL may ask the bidder individually for clarifications of his bid at the appropriate stage of evaluation. The request for clarification and the response thereof shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted.

Section: 2
TENDER PROCESSING AND EVALUATION (TPE)

TPE.1. Procedure of Evaluation :

The selection of the IT Security Auditor shall follow the **Quality and Cost Based Selection (QCBS)** method. The evaluation shall be carried out in three stages:

1. **Pre-Qualification Evaluation** (mandatory screening based on mandatory condition)
2. **Technical Evaluation** (based on marks)
3. **Financial Evaluation** (of technically qualified bidders only)

TPE.2. The selection process will be as under:

TPE.2.1. Screening based upon Pre-Qualification

As a first step, the Evaluation Committee will conduct a screening of all bids to ensure compliance with the Pre-Qualification (PQ) criteria based on mandatory condition.

Only those bidders who fulfill **all** the mandatory requirements(as mentioned in Annexure-II) shall be shortlisted for further evaluation. Bidders failing to meet **any** of these conditions will be disqualified at this stage and will not be considered for the Technical and Financial Evaluation.

The bidders who are meeting with our minimum basic criteria should also possess basic documents for participation in tender such as PF no., PAN no., GST no., etc.

TPE.2.2. Technical evaluation

Bidders who qualify in the Pre-Qualification stage shall be eligible for Technical Evaluation.

- The Technical Evaluation shall carry **100 marks**, equivalent to **30% weightage** in QCBS scoring process.
- A bidder must obtain **at least 60 marks out of 100** in the Technical Evaluation to be considered technically qualified.
- Only technically qualified bidders shall proceed to Financial Evaluation.

The technical proposals will be evaluated based on the following criteria:

Table-2: Technical Scoring Criteria (QCBS for IT Security Auditor)

Sl.	Criteria Code	Evaluation Criteria	Max Marks	Marking Guidelines	Supporting Document Required
1	C1	Firm's Experience in Cybersecurity Audits (IT/OT)	19	≥5 years: 19 marks 3-<5 years: 15 marks 1-<3 years: 12 marks >0-<1 year: 10 marks 0 years: 0 mark	Work Orders / Completion Certificates

2	C2	No. of Qualified Professionals (ISO/IEC 27001 Lead Auditor/Lead Implementor, CISA, CISSP, CEH, OT/ICS experts)	19	≥6 professionals: 19 marks 4–5: 15 marks 2–3: 12 marks 1: 10 marks Nil: 0 mark	Certification Copies/ Declaration from HR
3	C3	Experience in Similar Utility/Infrastructure Audit Projects	24	≥5 projects: 24 marks 3–4: 20 marks 1–2: 15 mark 0: 0 mark	Work Orders /Client Letters
4	C4	Audit Methodology & Coverage (based on checklist domains)	24	All 3 domains: 24 marks Any 2: 20 marks Any 1: 15 mark None: 0 mark	Work Order/ Any other document supporting checklist
5	C5	Experience in OT/ICS Cybersecurity Audits	14	≥3 projects: 14 marks 1–2 projects: 10 mark 0: 0 mark	OT Audit Work Orders / Client Certificates

Checklist of Auditing Organization

Please tick (✓) the relevant boxes. Each tick must be supported by corresponding documentary evidence.

SN	Audit Capability Area (As per Scope of Work)	Tick
1	ISO 27001 Standards Compliance Audit	<input type="checkbox"/>
2	VAPT / Web-application Security / Network Security Audit	<input type="checkbox"/>
3	OT Cybersecurity Audits	<input type="checkbox"/>

Note: The above checklist supports Criteria Code C4. Ticking a box without documentary evidence will not be considered.

TPE.3. Financial Evaluation:

The Financial Proposals of only technically qualified bidders will be opened. The Financial Score (Sf) shall be calculated as follows:

$$Sf = (L / F) \times 100$$

Where:

- L = Lowest Financial Bid among the technically qualified bidders
- F = Financial Bid under consideration

The Financial Evaluation carries **100 marks**, equivalent to **70% weightage** in the QCBS scoring process

TPE.4. Combined Final Score

The Final Score (S) shall be calculated using the following formula:

$$S = (\text{Technical Score} \times 0.30) + (\text{Financial Score} \times 0.70)$$

The bidder with the highest Final Score (S) will be selected for award of contract.

Evaluation of tenders will be done in the following steps:

TPE.4.1. Evaluation of Technical Proposal

- I. While evaluation, the Tender Inviting Authority or his authorized representative may summon of 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.
- III. All Technical proposal documents as specified in the tender will be examined and assessed for the techno-commercial, performance and management capability of the bidder.
- IV. The bidder shall not take any commercial deviation from the stipulation of Bid document. If the bidder takes any commercial deviation, his Bid may be liable for rejection.

TPE.4.2. Evaluation of price bid:

- I. Evaluation of Price Bid will include all the relevant taxes as applicable.
- II. The bidder shall indicate the above prices clearly in the respective price schedule.
- III. If Rebate / Discount is offered, the financial impact of Rebate / Discount shall also be brought out in the Summary Price Bid.
- IV. Conditional Rebate / Discount, if any, offered by any Bidder shall be outside the purview of commercial terms & conditions and shall not be considered during Bid evaluation. Any variation, up or down, in taxes & duties or any new levy introduced subsequent to bid opening will not be considered for comparison of bids.
- V. If any discrepancy is found in the total amount quoted and the total amount evaluated based on quoted unit price then the quoted unit price will prevail and the total amount will be arrived at considering the quoted Unit Price during evaluation.

Section: 3

General Terms & Conditions (GTC)

GTC.1. General Terms:

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

GTC.2. Statutory Obligations:

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

GTC.3. Limitation of liability

- GTC.3.1.** Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay liquidated damages to WBSEDCL, and
- GTC.3.2.** Except in cases of gross negligence or willful misconduct, the aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the solutions, with respect to patent infringement.

GTC.4. Contract Period:

- GTC.4.1.** Initial contract will remain valid for the period of 03 years from the date of engagement of IT Security Auditor or any date mutually agreed by WBSEDCL and the selected bidder.
- GTC.4.2.** The Contract period may be extended for 01 (one) year with prevailing terms and conditions after expiry of initial three-years' contract period in case performance of the vendor is certified as satisfactory by Controlling Officer. Successful bidder shall submit a written declaration along with acceptance of LOA for providing extended

Service to WBSEDCL after completion of three-years' service with prevailing terms & conditions. Rate during this extended term shall be mutually agreed between WBSEDCL and successful bidder based upon CAGR of preceding 3 (three) years CPI as published by government authority to account for inflationary impact during the period.

GTC.5. Price:

GTC.5.1. Quoted unit rate will remain firm throughout the period of contract. Incomplete or partial quotation will not be accepted and such will be liable to be rejected.

GTC.5.2. GST or its substitute tax as per the existing law or substituted law will be payable on over or above the quoted rate as applicable as per the rules prevailing in India..

GTC.5.3. Price evaluation will be made on total price as submitted by the bidder in the BOQ (as per Annexure-III format)

GTC.6. Taxes, Duties and other levies:

GTC.6.1. Bidder will be solely responsible for taxes that may be levied on the vendor's persons or on earning of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the employer. WBSEDCL shall not take any responsibility whatsoever regarding taxes under Income Tax Act, for the Vendor or his personnel.

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

GTC.7. Cancellation/Termination of Contract:

GTC.7.1. WBSEDCL shall have the right to repudiate the contract if the work is not being performed as per satisfaction of WBSEDCL. The following causes may also lead to cancellation of LOA.

- Non acceptance of LOA as per "Acceptance of LoA" clause.
- Non submission of Performance BG within time mentioned.
- If failed to perform the upgradation work.
- For breach of SLA as mentioned in the Service Level Agreement (SLA) clause.
- In each above cases 15 days' termination notice shall be issued prior to termination of LOA.
- If conflict of interest found
- If NDA not agreed and signed by the bidder.

GTC.7.2. WBSEDCL reserves right to terminate the contract either in part or whole due to reasons of non-compliance of stipulated activities for different clauses under this contract or any other reason felt appropriate by controlling officer of this project. In such an event, WBSEDCL will give 15 (fifteen) days' notice period in writing to the vendor of his decision to do so.

GTC.7.3. WBSEDCL reserves right to disqualify any bidder during the contract period in case any adverse remark related to data compromise/fraud comes into notice of WBSEDCL by any means where the bidder is directly or indirectly involved

GTC.8. Performance Bank Guarantee:

GTC.8.1. As Contract Guarantee, successful bidder shall furnish a Performance Guarantee in the form of unconditioned & irrevocable Bank Guarantee amounting to 10% of the total

awarded contract price from any Scheduled Bank of RBI as per enclosed proforma (Annexure-VIII) to guarantee faithful execution of the order in accordance with the terms and conditions stipulated in the order. WBSEDCL Bank Details for preparation of PBG:

Beneficiary Name: West Bengal State Electricity Distribution Company Limited (WBSEDCL)
Bank: PUNJAB NATIONAL BANK
Branch: MAYUKH BHAVAN Branch
A/C No: 1096202100000241
IFSC code: PUNB0109620

GTC.8.2. Performance Guarantee shall cover the contract period for satisfactory performance. For any failure towards satisfactory performance on the part of the vendor, Bank Guarantee will be liable for encashment and forfeiture.

GTC.8.3. Performance Guarantee furnished in any other form will not be accepted.

GTC.8.4. Performance Guarantee will not carry any interest.

GTC.8.5. The above Performance Guarantee shall be submitted within 45(forty-five) days from the date of issue of LoA and remain valid up to contract period. Claim period of the bank guarantee shall be after competition of contract period.

GTC.9. Additional Performance Bank Guarantee:

GTC.9.1. An additional performance guarantees equivalent to 10% of the tendered amount has to be submitted by successful bidder if the bid is in the range of -20% to 80% of the estimated rate.

GTC.9.2. The additional performance guarantee shall be submitted in the form of a Bank Guarantee from any scheduled bank of RBI as per the format enclosed in Annexure IX. WBSEDCL Bank Details for preparation of BG:

GTC.9.3. Bank Details for preparation of PBG:

Beneficiary Name: West Bengal State Electricity Distribution Company Limited (WBSEDCL)
Bank: PUNJAB NATIONAL BANK
Branch: MAYUKH BHAVAN Branch
A/C No: 1096202100000241
IFSC code: PUNB0109620

GTC.9.4. The additional performance guarantee shall cover the contract period for satisfactory performance. For any failure towards satisfactory performance on the part of the vendor, Bank Guarantee will be liable for encashment and forfeiture.

GTC.9.5. Additional performance guarantee submitted in any other form will not be acceptable.

GTC.9.6. Additional performance guarantee will not carry any interest

GTC.9.7. Additional performance guarantee shall be submitted within 45 (forty-five) days from date of issue of LoA. It shall remain valid up to ninety (90) days beyond the contract period. Claim period of the bank guarantee shall be 180 days beyond validity date.

GTC.9.8. WBSEDCL will intimate successful bidder(s) regarding submission of additional performance guarantee after completion of financial evaluation process of the tender.

GTC.9.9. The PBG/ additional PBG shall be submitted to: The Chief Engineer, IT&C Cell, 3rd Floor, 'D' Block, Vidyut Bhavan, WBSEDCL.

GTC.10. Force Majeure:

The successful bidder will not be liable if prevented from carrying out obligations under the orders by reasons of war, invasion, foreign hostilities, war declared, riot, civil commotion,

mutiny, fire, Govt. orders and/or restrictions or any other cause beyond the reasonable control of the bidder. However, such force-majeure circumstances should be intimated immediately and established subsequently with appropriate documents/proofs to the entire satisfaction of WBSEDCL. WBSEDCL will not take any additional liability towards enhanced taxes, duties and price variation due to force majeure condition.

GTC.11. NDA & third part access security policy:

Agreement for third party access security policy of WBSEDCL as per Annexure-X shall be properly filled-in, signed and submitted.

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

GTC.12. Compliance to ISO 27001:2022 Controls

A. Clause for Project Management

The bidder shall comply with the following key security requirements throughout the project lifecycle:

1. Applications should include a unique username and password mechanism.
2. Ensure appropriate access controls are in place to prevent unauthorized personnel from accessing WBSEDCL's data.
3. Ensure that applications/tools are restricted from forwarding any data file information in electronic format to any email accounts other than those of WBSEDCL.
4. Ensure appropriate cryptographic controls are implemented wherever data is stored within the application.
5. Deploy adequate controls on systems supporting WBSEDCL business to protect them from any malicious software or virus attacks.
6. Enable audit trails in the application/tool.

B. Privacy-related Clause

The bidder shall comply with all applicable data privacy and security laws, including, but not limited to, national privacy, security, and data protection laws, rules, and regulations. These include data privacy and security requirements, security breach and identity theft notification laws, and other rules governing the privacy, collection, use, disclosure, storage, and management of Confidential/Personal Information under this agreement.

Key data privacy measures include:

1. The vendor shall respect the rights of data subjects, including rights to access, rectify, erase, restrict processing, and object to the processing of their personal data.
2. Appropriate technical and organizational measures shall be implemented to protect personal data against unauthorized or unlawful processing, as well as accidental loss, destruction, or damage.
3. In the event of a data breach, the affected party shall notify the other party without undue delay and take all necessary steps to mitigate the impact.
4. Personal data shall not be disclosed to or processed by third parties without the prior written consent of the data subject, except as required by law. Any third-party processing shall be governed by a written agreement ensuring compliance with this privacy clause.
5. Personal data shall be retained only as long as necessary to fulfill the purposes for which it

was collected. Upon termination of this agreement, personal data shall be securely disposed of in accordance with applicable data protection laws and regulations.

C. Data Purging Clause

Upon termination of services, the bidder shall remove WBSEDCL's data, content, and other assets from the cloud/other environments and certify the destruction of Virtual Machines (VMs), content, and data to WBSEDCL. The vendor must ensure that the data cannot be forensically recovered. WBSEDCL may seek an undertaking from the Cloud Service Provider (CSP) or Service Provider to confirm compliance.

GTC.13. Terms of payment:

GTC.13.1. No advance payment will be made.

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

GTC.13.3.

- The payments will be made after deducting penalties if any, based on the deliverables certification .
- Payment will be released after work completion on actual basis .

GTC.13.4. Bills are to be submitted to the office of the Chief Engineer, IT Cell, 3rd Floor, Block-D, Vidyut Bhavan, Salt Lake City, Kolkata – 700091 in triplicate.

GTC.13.5. The bills must accompany certificates from the supervising officer as mentioned in the NIT countersigned by the controlling officer.

Table A – Payment Terms and Deliverables:

Sl. No.	Milestone	Fee Payable	Remarks
1	On completion of Surveillance Audit (1st Year)	30% of 1st Year Contract Value	WBSEDCL will certify milestone completion
2	On completion of Surveillance Audit (2nd Year)	30% of 2nd Year Contract Value	WBSEDCL will certify milestone completion
3	On completion of Recertification Audit (3rd Year post-certification)	40% of 3rd Year Contract Value	WBSEDCL will certify milestone completion

GTC.14. Liquidated damage:

14.1. The timely delivery of services is the essence of the contract. In the event of successful bidder's failure to deliver, within the stipulated period as mentioned in the "Contract period" and "Deliverables and Delivery Schedule" clause, the Liquidated Damages (LD) are payable by the Auditor @ 0.5% per week of delay or part thereof, of the Total contract value. However, the total liability of the Auditor under this clause shall not exceed 10% of the Total contract value.

14.2. Liquidated Damage is not applicable for reasons attributable to the WBSEDCL and Force Majeure. However, it is the responsibility/onus of the Auditor to prove that the delay is attributed to the WBSEDCL and Force Majeure. The Auditor shall submit the proof authenticated by the Auditor and the WBSEDCL that the delay is attributed to the WBSEDCL and Force Majeure along with the bills requesting payment.

GTC.15. Detail Address of Service Locations:

The geographical scope consists of the following office locations in the state of West Bengal:

Sl. No.	Location Details	Address	IT related activity	Type of Centre
1	IT Cell	Vidyut Bhawan, Saltlake, Kolkata, West Bengal	All IT related activities	Office
2	DC	Newtown Kolkata, West Bengal	All server/ Hardware related activities	Data centre
3	SCADA DR Berhampore	Berhampore, West Bengal	DR & Scada Activities	Disaster recovery centre
4	DR Berhampore	Berhampore, West Bengal	DR & Scada Activities	Disaster recovery centre
5	SCADA Kolkata	Kolkata West Bengal	SCADA Activities	SCADA Centre
6	Communication	Saltlake, Kolkata, West Bengal	SCADA Activities	Office
7	Kolkata Zone	Kolkata, West Bengal	SAP ISU, ERP, CRM and other office related applications	Office
8	Bidhannagar Region	Bidhannagar Kolkata, West Bengal	SAP ISU, ERP, CRM and other office related applications	Office
9	Bidhannagar Division,	Bidhannagar Kolkata, West Bengal	SAP ISU, ERP, CRM and other office related applications	Office
10	Bidhannagar CCC-III	Bidhannagar Kolkata, West Bengal	SAP ISU, ERP, CRM and other office related applications	Office
11	Rammam Hydro	Administrative Building, Dovan, P.O: Lodhomahat Darjeeling	SCADA Activities	SCADA Centre
12	PPSP	P.P.S.P Administrative Building WBSEDCL Pathardih		SCADA Centre
13	ALDC	HC97+X5H, JC Block, Sector III, Bidhannagar Kolkata		OFFICE
14	Hydey Siliguri HQ	2nd Mile, Sevoke Rd, Ward 41, Bankim Nagar, Siliguri	SAP ISU, ERP, CRM and other office related applications	OFFICE

GTC.16. WBSEDCL Personnel for Liaison:

GTC.16.1. Controlling Officer: Addl. Chief Engineer, IT Cell

GTC.16.2. Supervising Officer: Divisional Engineer IT Cell

GTC.16.3. Paying Authority: Manager(F&A), IT Cell, Vidyut Bhawan, WBSEDCL.

Section: 4
Scope of Work (SoW)

SW1. Introduction

West Bengal State Electricity Distribution Company Limited (WBSEDCL), a Government of West Bengal Enterprise, invites e-Tender from CERT-In empanelled cybersecurity audit organizations for conducting cybersecurity audit of IT & OT infrastructure across 14 ISMS locations in compliance with ISO 27001:2022.

Site Details:

SL No.	Location Name & Address	No. of Employees (Approx.)	Type of Activity	Scope of Work
1	IT CELL, Vidyut Bhavan, Salt Lake, Kolkata	61	All IT-related activities	Office
2	DC, New Town, Kolkata	4	Server/Hardware activities	Data Centre
3	SCADA DR, Berhampore	1	DR SCADA activities	Disaster Recovery Centre
4	DR, Berhampore	1	DR activities	Disaster Recovery Centre
5	SCADA, Kolkata	4	SCADA activities	SCADA Centre
6	Communication Cell, Salt Lake, Kolkata	24	SCADA activities	Office
7	Kolkata Zone	57	SAP ISU, ERP, CRM and other office related applications	Office
8	Bidhannagar Region, Kolkata	32	SAP ISU, ERP, CRM and other office related applications	Office
9	Bidhannagar Division, Kolkata	35	SAP ISU, ERP, CRM and other office related applications	Office
10	Bidhannagar CCC III, Kolkata	15	SAP ISU, ERP, CRM and other office related applications	Office
11	PPSP	89	SCADA activities	SCADA Centre
12	RHP	63	SCADA activities	SCADA Centre
13	ALDC	41	SAP ISU, ERP, CRM and other office related applications	Office
14	Hydel HQ	28	SAP ISU, ERP, CRM and other office related applications	Office

Total Approximate Personnel: 455

Note: The auditor may adopt a sample-based approach for site visits, but the certificate must cover all the 14 locations.

SW2. Role of Certification Agency

The selected Certification Body shall perform the following key activities during the engagement:

SW2.1. First Year – 1st Surveillance Audit

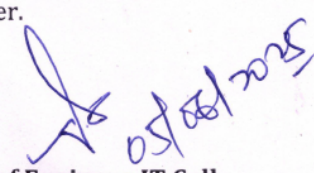
- Audit Activities:
 - I. Conducted after a minimum gap of 6 months and within 12 months from the certification.
 - II. Audit report presentation with recommendations.
 - III. Assist in correction, Corrective Action, and Preventive Action (CAPA).
 - IV. Any other relevant deliverables.
 - V. Estimated duration to be specified by the bidder.

SW2.2. Second Year – 2nd Surveillance Audit

- Audit Activities:
 - I. Conducted after a minimum gap of 6 months and within 12 months from the previous audit.
 - II. Audit report presentation with recommendations.
 - III. Assist in CAPA.
 - IV. Any other relevant deliverables.
 - V. Estimated duration to be specified by the bidder.

SW2.3. Third Year – Re-Certification Audit

- Stage I Audit:
 - I. Document review (on-site/off-site).
 - II. Audit report presentation with recommendations.
 - III. Assist in correction, Corrective Action, and Preventive Action (CAPA).
 - IV. Any other relevant deliverables.
 - V. Estimated duration to be specified by the bidder.
- Stage II Audit:
 - I. On-site Certification Audit including document/process review.
 - II. Audit report presentation with recommendations.
 - III. Assist in CAPA.
 - IV. Issue of Certificate: 2 (Two) A3 copies and 2 (Two) A4 copies for display.
 - V. Any other relevant deliverables.
 - VI. Estimated duration to be specified by the bidder.


Chief Engineer, IT Cell
WBSEDCL

Enclosure:

1. Annexure-I :Bid Proposal
2. Annexure-II :Mandatory Condition
3. Annexure-IIA :Bid Details
4. Annexure-IIB :Financial Details
5. Annexure-IIC :Statement of orders executed During last five financial years
6. Annexure-III :Unpriced BOQ Format
7. Annexure IV :Proforma of undertaking to be submitted by the bidder
8. Annexure V :Format of Letter of BID
9. Annexure VIA : Team Composition, Task Assignments and Summary of CV Information
10. Annexure VIB : Curriculum Vitae(CV) for proposed Professional staff
11. Annexure-VII :Proforma of Bank Guarantee for Bid Guarantee
12. Annexure-VIII :Format for Bank Guarantee for Contract Performance
13. Annexure-IX :Proforma for Additional Performance Guarantee
14. Annexure-X :Agreement for Third Party Access Security Policy of WBSEDCL
15. Annexure- XI :Non-Disclosure Agreement
16. Annexure- XII :Annexure List Submission Status
17. Annexure-XIII :Contract Agreement

ANNEXURE-I
West Bengal State Electricity Distribution Company Limited

BID PROPOSAL

From

Bidder's Name and Address :

Contact person :

Designation :

Telephone No(Land Line &mobile) :

Fax :

Tender Reference :

To

The Chief Engineer, IT & C Cell

West Bengal State Electricity Distribution Company Limited

3rd Floor, Block'D', Vidyut Bhavan

Bidhannagar, Kolkata- 700 091

Sub: Invitation to bid for proposal of appointment of IT Security Auditor for WBSEDCL

Dear Sir,

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

1 Prices & Validity:

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

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

2 Bid Guarantee:

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

3 Deviations:

We declare that contract shall be executed strictly in accordance with the specifications mentioned in the NIT and without any deviations. Further, we agree that additional conditions, deviations, if any, found in the proposal documents, shall not be given effect to.

4 Contract Performance Guarantee and Additional Contract Performance Guarantee:

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

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

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

ANNEXURE-II
West Bengal State Electricity Distribution Company Limited

Mandatory Condition

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

Sl No.	Requisite Credential	Requisite document	Supporting	Submitted Yes/No Mention Values wherever applicable	Page No in technical Proposal
1	Bid must be submitted by a single bidder; consortium is not allowed.	Certified declaration by the Authorized Signatory.			
2	Bidder should be CERT-In empanelled and be an established IT firm, company, or management consulting firm registered under the Indian Companies Act, 1956 / 2013 or LLP Act, 2008. The firm must be in operation for at least 1 years as on 31.03.2025 and must have a registered office in India.	Valid Certificate of Incorporation/Commencement, and name change certificate if applicable.			
3	Bidder must have at least one office in West Bengal or agree to establish one within 30 days of issuance of Letter of Award (LoA).	Address proof or Self-declaration.			
4	Bidder must have Average Annual Turnover of not less than ₹10 Crore for any three consecutive financial years within FY 2021-22, 2022-23, 23-24	Duly attested copies of: (i) Audited Balance Sheets, (ii) Profit & Loss Accounts.			
5	Bidder must have at least 4 qualified cybersecurity professionals , including: – At least 2 with ISO/IEC 27001:2022/27001:2013 Lead Auditor or Lead Implementer certification, and – At least 1 with hands-on experience in ISO/IEC 27001:2022 implementation	(i) Certificate from Statutory Auditor/Company Secretary (ii) CVs as per Annexure-VIII (iii) Copies of relevant certifications			

Sl No.	Requisite Credential	Requisite document Supporting	Submitted Yes/No Mention Values wherever applicable	Page No in technical Proposal
6	Compliance with statutory obligations.	(i) PF Registration Certificate, (ii) PAN Card, (iii) GST Registration, (iv) Copies of IT Returns V) GST return filed for FYs 2021-22, 2022-23, and 2023-24.		
7	The bidder must not be blacklisted by any Central Govt. / State Govt. / PSU / Government Body.	Declaration by Authorized Signatory as per updated Annexure-IX.		
8	The bidder should have been profitable in each of the last 3 financial years: FY 2021-22, 2022-23, and 2023-24.	Annexure-III declaration, certified by a Chartered Accountant.		
9	Bidder must have at least 3 years of experience (as on 31.03.2024) in providing ISO/IEC 27001:2022 or earlier standard certification support services. They must have completed at least 1 project in the last 5 years (ending 31.03.2025) in the Government, PSU, Banking, Financial Services, Insurance (BFSI), or Power Utility sector.	Work Orders and Completion Certificates mentioning project year, scope, and Satisfactory Performance Reports from the clients.		
10	Bidder must be certified under ISO/IEC 27001:2022.	Copies of valid certification documents.		
11	Bidder must have valid accreditation from an IAF member body (signatory to MLA) for conducting ISO/IEC 27001:2022 certification audits.	Valid Accreditation Certificate as on the last date of bid submission.		

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

Signature of the bidder with Office Seal

Date-----

ANNEXURE-IIA

West Bengal State Electricity Distribution Company Limited

Bid Details

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

Sl. No	Power of Attorney from Bidder	
1	Name of the Bidder (Company Name)	
2	Power of Attorney	
3	Person Issuing Power of Attorney	
4	Signing Authority/Person for this bid	

Sl. No	Correspondence Details (will be used for communications related to this NIT)	
1	Contact Person	
2	Email Id	
3	Mobile No	
4	Correspondence Address	

Legal Details of the Company		
Sl. No	Document Name	Number
1	Corporate Identification Number (CIN)/Certificate of Incorporation	
2	PAN No	
3	GST Registration No	
4	Company Registration No	

ISO Certification					
Sl. No	Name of Certificate	Name of Issuing Authority	Issued on Date	Valid Up to Date	Page No in technical Proposal
1	ISO 27001:22 for Information Security Management				
2					

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

Signature of the bidder with Office Seal

Date-----

ANNEXURE-IIB
West Bengal State Electricity Distribution Company Limited

Financial Details

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

Financial Statements - Balance Sheet			
Sl. No	Fiscal Year	Net Worth (in Lakh INR)	Page No in technical Proposal
1	2023-24		
2	2022-23		
3	2021-22		

Financial Statements - Profit & Loss Statement			
Sl. No	Fiscal Year	Profit & Loss Statement Status (Yes/No)	Page No in technical Proposal
1	2023-24		
2	2022-23		
3	2021-22		

CA Certificate for Net Worth			
Sl. No	Fiscal Year	Net Worth (in Lakh INR)	Page No in technical Proposal
1	2023-24		
2	2022-23		
3	2021-22		

CA Certificate for Liquid Asset			
Sl. No	Fiscal Year	Liquid Asset (in Lakh INR)	Page No in technical Proposal
1	2023-24		
2	2022-23		
3	2021-22		

Income Tax Return			
Sl. No	Fiscal Year / Assessment Year	Submission Status (Yes/No)	Page No in technical Proposal
1	2023-24/2024-25		
2	2022-23/2023-24		
3	2021-22/2022-23		

Sl. No	Certificate regarding Summary Statement of Yearly Turnover		Remarks
	Financial Year	Turnover rounded up to two digits after decimal (Rs. In Lakh)	
1	2023-24		
2	2022-23		
3	2021-22		
Total			
Average Turnover			

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

Signature of the bidder with Office Seal

Date-----

ANNEXURE-IIC
West Bengal State Electricity Distribution Company Limited

STATEMENT OF ORDERS EXECUTED DURING LAST FIVE FINANCIAL YEARS

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

Work Experience Details (Only relevant orders are to be listed)							
Sl. No	Work Description	Financial Year	Order No. and date	Name order issuing authority	Order Value in INR.	Scanned Copy of Completion of the order submitted (YES/NO)	Remarks
1							
2							
3							

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

Signature of the bidder with Office Seal

Date-----

Annexure – III

West Bengal State Electricity Distribution Company Limited

Unpriced BOQ FORMAT

Price BID for the service of IT Security Auditor for WBSSEDCL

A	B	D	E	M	BA	BC
<div style="display: flex; justify-content: space-between; align-items: center;"> <div> Validate Print Help </div> <div style="color: red; text-decoration: underline;">Item Rate BoQ</div> </div>						
Tender Inviting Authority: Chief Engineer IT&C Cell						
Name of Work: Engagement of CERT-In Empanelled IT Security Auditor for ISO 27001:2022 Audit of IT & OT Infrastructure under QCBS Mode for WBSSEDCL for 3 years						
NIT Ref No.: WBSSEDCL / IT&C /90.0/ Dated :						
Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE <small>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</small>						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE for 3 year In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Audit for ISO 27001:2022 Recertification & Surveillance for 3 years	1.000	Nos		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words					INR Zero Only	

Rate Entry
 Please enter
 Basic Rate in
 Rupees for this
 item.

Signature of the bidder with Office Seal

Dated-----

NOT TO BE QUOTED HERE

ANNEXURE-IV

West Bengal State Electricity Distribution Company Limited

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

(For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I -----, Partner/Legal Attorney/ Accredited Representative
of M/s -----, solemnly declare that:

1. We are submitting Tender for the Work ----- against
Tender Notice No. ----- dated, -----
2. None of the Partners of our firm is relative of employee of ----- (Name
of the Company).
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification
information of this Tender is complete, correct and true.
4. All documents/ credentials submitted along with this Tender are genuine, authentic, true and
valid.
5. If any information and document submitted is found to be false/ incorrect any time, department
may cancel my Tender and action as deemed fit may be taken against us, including termination of the
contract, forfeiture of all dues including Earnest Money and banning / delisting of our firm and all
partners of the firm etc.

(Signature of the Tenderer with Seal)

Dated-----

Annexure – V
West Bengal State Electricity Distribution Company Limited

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

To,
The Tender Committee,

Sub: Letter of Bid for the work

Ref: 1. NleT No ----- dated -----
2. Tender Id No. -----

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NleT document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

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

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

(Signature of the Tenderer with Seal)

Dated-----

Annexure – VI (A)

Team Composition, Task Assignments and Summary of CV Information

Name	Firm Acronym	Area of expertise	Position assigned	Task assigned	International or local expert	Nationality assigned	Employment status with firm (permanent / contractual)	Education Degree year/ institution	Date of birth	Numbers of years of relevant project experience

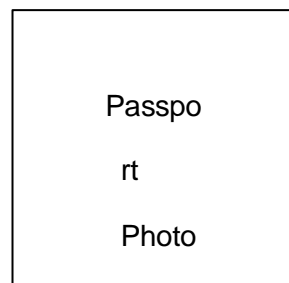
Annexure – VI (B)

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

(Proposed International or Local Experts)

Format for Curriculum Vitae (CV) for Proposed Key Personnel

1. Proposed Position
2. Name of Firm
3. Name of Staff Member
4. Profession
5. Date of Birth :-
6. Nationality
7. Years with Firm /Organization
8. Membership of Professional Societies
9. Details of Tasks Assigned



(The information may be furnished as per the format given below)

Key Qualifications

(Give an outline of staff Member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by the staff member on previous assignments and give dates and locations. Use up to half a page).

Education

(Summaries College/University and other specialized education of staff Member, giving names of schools, dates attended and degrees obtained. Use up to a quarter page).

Employment Record

(Starting with present position, list in reversed order, and every employment held. List all positions held by the Staff Member since graduation, giving dates, names of employing organization, title of position held and location of assignments. For experience in the last ten years, also given types of activities performed and Client reference, wherever appropriate. Use up to three-quarter of a page)

Language

(Indicate Proficiency in speaking, reading and writing of each language by "Excellent", "Good", "Fair", "Working knowledge", "Poor")

Certification:

I, the undersigned, certify to the best of my knowledge and belief that

- (i) this CV correctly describes my qualifications and my experience;
- (ii) I am committed to undertake the assignment within the validity of Proposal;

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of expert or authorized representative of the firm]

Day/Month/Year

Full name of authorized representative:

ANNEXURE-VII

West Bengal State Electricity Distribution Company Limited

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

Ref. No. : _____ Date: _____
To
The West Bengal State Electricity Distribution Company Limited
Vidyut Bhawan
DJ Block, Sector - II
Salt Lake, Kolkata - 700 091

Dear Sirs,

In accordance with your Notice Inviting Tender (NIT) under your Specification No. _____ M/s _____ having its Registered Head Office at _____ (hereinafter called the Bidder) wish to participate in the said Tender for _____.

As an irrevocable Bank Guarantee against Bid Guarantee for an amount of _____ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Documents.

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

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

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

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this _____ day of _____ 202 ____ at _____.

WITNESS:

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____

Date _____

** This date should be initially for one hundred eighty (180) days and may be extended from time to time.

ANNEXURE-VIII

West Bengal State Electricity Distribution Company Limited

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

Bank Guarantee No. _____

Ref No. _____ Date: _____

To

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

Dear Sir,

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

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

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ and shall remain in force up to 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.

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 three months from the above mentioned date or from the extended date.

Dated this _____ day of _____ 2023 at _____

Witness :

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of _____

Attorney No. _____

Date _____

ANNEXURE-IX

West Bengal State Electricity Distribution Company Limited

Format of Bank Guarantee for Additional Performance Security Deposit

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

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

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

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

NOW THEREFORE we..... (indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you

on behalf of the Contractor, upto a total of Rs.(amount of guarantee)(in words). We undertake to pay you, upon your first written demand and without cavil of argument, a sum within the limits of.....(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

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

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

Signed and sealed thisdayof 2025.....at

SIGNED, SEALED AND DELIVERED

by:

For and on behalf of the BANK

(Signature)

(Name)

(Designation),

(Code Number),

Address

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

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

ANNEXURE-X

West Bengal State Electricity Distribution Company Limited

Agreement for Third Party Access Security Policy of WBSEDCL

Organization Name & Address:	Date:
First Name Middle Name Last Name	Department:
Designation:	
Third Party Access Security Policy	
<ul style="list-style-type: none">• 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 "hacker" 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.	
<div style="text-align: right;">(Signature of the Requestor)</div> <div>Date : Name of the Requestor:</div>	

Annexure-XI

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).

AND

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

Purpose

WBSEDCL utilizes SMS aggregator and telecom network provider (TSP) services for sending different kind of SMS across the consumer base wherein different information related to WBSEDCL and consumers are shared with selected service provider from time to time. 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. 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 Of disclosure of the Confidential information that is not authorized by this Agreement. Each party and its Representatives will use its best efforts to assist the other party in remedying any such unauthorized use or disclosure of the Confidential information Either Party shall implement and follow the rules as laid down in the information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 as and where apply.

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

Ownership of Material/No Warranty

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

Term

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

Return of Confidential information

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

General

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

(b) Either Party agrees that breach of the provisions of this Agreement by any Party will cause the other Party and irreparable damage for which recovery of money damages would be made in court of law' is Kolkata inadequate. Receiving Party and its Representatives hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of

Kolkata, West Bengal for any actions, suits or proceedings arising out of a relating to this Agreement and the transactions contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that service of any process, summons, notice 'or document by registered mail or tracked courier service to the address set for the above shall be effective service of process for any action, suits or proceeding brought against Receiving Party and its Representatives in any such court.

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

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

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

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

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

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

Signed, Sealed and delivered by :
Shri.....representing
WBSEDCL in presence of :
Witness:
1)

Authorized signature with
designation and seal

Signed, Sealed and delivered by :
Shri.....representing
M/S..... in presence of :
Witness:
1)

Authorized signature with
designation and seal

Annexure XII

West Bengal State Electricity Distribution Company Limited

Annexure List Submission Status

Signed Documents as per NIT and corresponding Annexures with Seal of Bidder

Signed Documents as per NIT and corresponding Annexures with Seal of Bidder			
Sl. No	Document Details	Submission Status (Yes/No)	Page No in technical Proposal
1	Signed Copy of Complete NIT with Annexures		
2	Signed Copy of Addenda/Corrigendum, if any		
3	Signed Copy of all Annexures (Annexure-I to X)		

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

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

ANNEXURE-XIII
West Bengal State Electricity Distribution Company Limited

(It shall be submitted on non-judicial stamp paper worth INR 100)

Contract Agreement

This agreement is made at KOLKATA on this _____ day of,(Month) 2025 between:

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

And

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

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

Reference:

1. E-tender for the service of Appointment of IT security Auditor for WBSEDCL via NIT No WBSEDCL/ IT & C /90.00 /XXXXX Dated XXXX
2. Letter of Award (LoA) placed by WBSEDCL on M/ s vide Memo No WBSEDCL/IT&C /90.00 /XXXX Dated. XX.XX. XXXX

This agreement is entered into by above mentioned parties for the Service of Appointment of IT security Auditor in WBSEDCL for the period, quantity, terms and conditions guided by above mentioned NIT & LoA.

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

In WITNESS WHEREOF the parties hereto have executed this agreement on the _____ Day of(Month), 2025 herein above mentioned.

In the presence of (Witness)

(1)

(2)

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

In the presence of (Witness)

(1)

(2)

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