

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

(I T & Communication Cell)

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CIN: U40109WB2007SGC113473



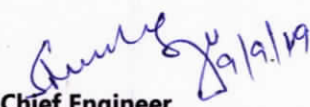
WBSEDCL

**Request for Proposal of Audit for
ISO 27001:2013 & Certification
in
WBSEDCL**

Tender Fee(Non-refundable): Rs7080/- (Rs.6000/- plus GST @18%)

Tender Notice No: WBSEDCL/IT&C/90.00/ 2252

Dated: 09 / 09 /2019


**Chief Engineer
IT&C Cell, WBSEDCL**

DEFINITIONS AND ABBREVIATIONS

The following words and expressions shall have the meanings hereby assigned to them:

- (a) **"Applicable Law"** means the laws and any other instruments having the force of law in the Government's country, as they may be issued and in force from time to time;
- (b) **"Bank" or "Banks"**, refers to all scheduled Indian Banks as per the RBI current list(Schedule-II)
- (c) **"Contract"** means the Agreement entered into between the Purchaser and the audit consultant for ISO 27001:2013 Certification (Supplier), together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (d) **"Contract Documents" shall mean the following documents listed, including any amendments thereto be read and construed as part of this Agreement, viz.:**
- i. The Detailed award of contract;
 - ii. The General Conditions of Contract;
 - iii. The Schedule of Supply;
 - iv. The Instructions to bidders;
 - v. The Purchaser's Notification to the Supplier for Award of Contract;
 - viii. Vendor's response (proposal) to the RFP, including the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - ix. All the Annexure;
 - x. Acceptance of purchaser's notification.
- (e) **"Contract Price"** means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (f) **"Consultant"** means the agency to be selected for rendering the audit service for ISO 27001:2013 Certification to WBSEDCL.
- (g) **"Day"** means calendar day.
- (h) **"Delivery"** means the transfer of the Goods and/or Services from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (i) **"Completion"** shall mean the completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (j) **"Effective Date"** means the date on which this Contract comes into force and effect.
- (k) **"GCC"** means the General Conditions of Contract.

(l) **"Government"** means the Government of India unless the context implies the Government of the State of the Utility.

(m) **"Intellectual Property Rights"** means any patent, copyright, trademark, trade name, service marks, brands, propriety information, whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.

(n) **"Party"** means the Utility or the audit consultant for ISO 27001:2013 Certification, as the case may be.

(o) **"Personnel"** means persons hired by audit consultant for ISO 27001:2013 Certification as employees and assigned to the performance of the Services or any part thereof; **"Foreign Personnel"** means such persons who at the time of being so hired had their domicile outside the Government's country; and **"Local Personnel"** means such persons who at the time of being so hired had their domicile inside the Government's country.

(p) **"Project"** means all Activities covered under present contract.

(q) **"Purchaser's Country"** shall mean India.

(r) **"Purchaser"** means the entities purchasing the Goods and/or Services. It has been used to mean Owner or Utility in this document.

(s) **"Related Services"** means the services to be provided as per the requirements /conditions specified in the Contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute this Contract.

(t) **"Starting Date"** means the date referred to in Clause 2 of GCC.

(u) **"Services"** means the work to be performed by the audit consultant for ISO 27001:2013 Certification pursuant to this Contract for the purposes of the Project, as described in the Scope of Work.

(v) **"Supplier"** means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Utility and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier. Supplier has been used to audit for ISO 27001:2013 Certification in this document.

(w) **"The Site,"** shall mean all identified locations within the State of West Bengal, where the Supplier carries out function under the scope of work.

(x) **"Third Party"** means any person or entity other than the Government, the Utility, the audit consultant for ISO 27001:2013 Certification or any other party as implied by the usage and context.

(y) **“OEM”** means the Original Equipment Manufacturer of any equipment / system /software / product.

(z) **“Kick off Meeting”** means a meeting convened by the Purchaser to discuss and finalize the work execution plan and procedures with the audit consultant for ISO 27001:2013 Certification.

(aa) **“in writing”** means communicated in written form with proof of receipt

(bb) **“Utility”** means the Utility calling for RFP i.e. WBSEDCL

(cc) **“Owner”** means the **“Utility”** calling for RFP

(dd) **“Audit consultant for ISO 27001:2013 Certification”** means the agency appointed to perform services for the Utility under this scope of work.

About WBSEDCL

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. Changed work culture and improved mindset has helped the Company move towards better customer service, with special focus on fast-track systems for commercial and industrial power. Major initiatives have improved distribution efficiency. WBSEDCL continually strives to enhance the quality of services delivered to its customers. WBSEDCL provides power to 96% of West Bengal, catering to every sector - from ordinary villages to huge industrial units. It serves a customer base of around 1.90 crore across West Bengal. The service network spans over 5 Zones, 20 Regional Offices, 74 Distribution Divisions and 512 Customer Care Centres.

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.

Under Restructured Accelerated Power Development Reform Program (RAPDRP) funded by Govt. of India (GOI), WBSEDCL has implemented remote collection of Energy Meter Data installed at various EHV & HV substations, Distribution Transformers and consumer (connected load 50 KW and above) premises with 61 Urban Towns from the Central Data Center (DC) at Rajarhat, a Tier-2 Data Center, constructed under the above Project with a Disaster Recovery Center (DRC) at Berhampore.

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 undertaken. A programme 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 the eligible vendors having requisite credential, offering service for audit for ISO 27001:2013 Certification in WBSEDCL.

SECTION: I
INSTRUCTION TO BIDDER (IB)

- IB.1.** 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 and Disaster Recovery Centre at Berhampore. WBSEDCL invites bids from eligible vendors having requisite credentials as per detailed 'Scope of Work' and other terms and conditions given in this tender document.

IB.2. Eligibility of Bidders:

- IB.2.1.** Vendors fulfilling the Eligibility Criteria mentioned in the Annexure –II shall be considered as eligible for bidding.
- IB.2.2.** Required supporting documents are to be submitted as per clause IB.17.

IB.3. Issue of BID Documents:

Intending Bidders desirous of participating in the tender are to log on to the website <http://wbtenders.gov.in>. The tender can be searched by typing wbsedcl in the search box of the website.

- IB.3.1.** Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.
- IB.3.2.** Intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given in "Instructions to Bidders".

IB.4. Responsibility of Bidders:

- IB.4.1.** It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work.
- IB.4.2.** It must be understood and agreed that such factors have properly been

investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments to the contract, once awarded under these documents will not be entertained 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 shall include all the information as per bid document.

IB.4.4. The bidder shall bear all the costs associated with the 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 the bidding process.

IB.4.5. 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 the WBSEDCL authority and penal measures as deemed fit would be imposed on such bidders.

IB.6. Key Dates: Schedule of Dates for e-Tendering:

Sl. No.	Activity	Date & Time
1	Publishing Date	16.09.2019
2	Document Download start date	16.09.2019 at 02:00PM
3	Last Date of Submission of Pre Bid Query	23.09.2019 upto 04:00 PM
4	Date of Pre-bid Discussion	25.09.2019 at 11:00AM
5	Bid submission upload start date	01.10.2019 from 02:00 PM
6	Bid submission upload end date	22.10.2019 upto 04:00PM
7	Last date of physical submission of Tender Fee and EMD	24.10.2019 upto 04:00PM
8	Technical Bid opening date	25.10.2019 at 02:00PM
9	Financial Bid opening date	Will be intimated later

IB.7. If any 'Strike' or '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.8. Pre Bid Discussion:

- IB.8.1.** Pre bid discussion will be held at Conference Room, IT&C Cell, 3rd Floor, Block-D, Vidyut Bhawan as per schedule indicated in "Key Dates Clause" (IB.6) 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 per Vendor) in the said meeting for any such clarification. Pre-bid queries should be submitted to Chief Engineer, IT&C Cell, 3rd Floor, Block-D, Vidyut Bhawan or e-mailing to itcell@wbsedcl.in.
- IB.8.2.** Non-attendance at the pre bid discussion will not be a cause for disqualification of the bidders.

IB.9. Clarification of Bidding Documents:

If there be any discrepancy or obscurity in the meaning of any clause of the bid document, such queries must be sent to the Chief Engineer, IT&C Cell, in written or at the employers mailing address form three days prior to the date of Pre-bid discussion. Such query received from vendors prior to pre-bid discussion shall only be discussed in the pre-bid meeting. No other query will be clarified during pre bid discussion. After submission of bid, correspondences regarding changes in taxes, duties or statutory obligations if any can only be made. Correspondences in any other form shall be treated as 'Bad Conduct'. If any changes are decided in pre-bid meeting the same will be uploaded in the website <http://wbtenders.gov.in> and no other communication shall be made afterwards on the issues discussed in the pre bid meeting. The clarification given in pre-bid discussion shall be final and binding on the bidder.

IB.10. Amendment / Addenda of Bidding Documents:

At any time, prior to the deadline of submission of Bid, WBSEDCL may, for any reason, modify the Bidding Documents by issuing Addenda / Amendments and the same will be uploaded in the website <http://wbtenders.gov.in> only in due time. WBSEDCL shall not have any obligation to inform the vendor through any other mode of communication.

IB.11. Language of the Bid:

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

IB.12. Period of validity of Bid:

The bid shall remain valid for acceptance up to 180 (One hundred Eighty) days from the date of opening of Technical Bid of the tender. WBSEDCL may request to extend Validity of the bid beyond 180 (One hundred Eighty) days if required so, without any change in offer.

IB.13. Tender Fee :

- IB.13.1.** All bids must be accompanied with a non refundable tender fee. The bid shall be considered non responsive if the tender fee is not submitted along with the bid.
- IB.13.2.** Scanned copy of Demand Draft (DD) / Banker's Cheque (BC) towards non-

refundable Tender Fee of Rs7080/- (Rs.6000/- plus GST @18% (Rupees Seven Thousand and Eighty only) issued by any branch of any Indian Scheduled Bank in favor of "West Bengal State Electricity Distribution Company Limited" payable at Kolkata, is to be uploaded while submitting the bid online. The details of the instrument are to be entered while the bid is being submitted online.

IB.14. Earnest money [Bid Guarantee] :

IB.14.1. All bids must be accompanied with a refundable earnest money, as "Bid Guarantee". The bid shall be considered non responsive if the earnest money is not submitted along with the bid.

IB.14.2. The EMD in the form Demand Draft (DD) / Banker's Cheque (BC) / Bank Guarantee of Rs.30000/- (Thirty Thousand only) issued by any branch of any Indian Scheduled Bank in favor of "West Bengal State Electricity Distribution Company Limited" payable at Kolkata should be submitted to Chief Engineer, IT&C Cell, WBSEDCL, 3rd Floor, Block-C, Vidyut Bhawan. Scanned copy of the EMD should be uploaded while submitting the bid online. The details of the instrument are to be entered while the bid is being submitted online. The Bank Guarantee to be submitted as per format in ANNEXURE-IV shall remain valid for 180 days from the date of submission of bid with a claim period of 3 (three) months thereafter.

WBSEDCL Bank Details for preparation of BG for EMD are as follows:

1. Name of bank: CANARA Bank
2. Name of Branch: Salt Lake City Branch
3. A/C No.2549261000122
4. IFSC code:CNRB0002549

IB.14.3. The Bid Guarantee of the unsuccessful Bidder/ Bidders, will be returned against their written claim within one month from the date of placement of order on the successful Bidder/ Bidders.

IB.14.4. The 'Bid Guarantee', of the successful Bidder/ Bidders, will be returned within 30 (Thirty) days from the date of acceptance of Performance Guarantee to be submitted as per Performance Guarantee Clause of bid document.

IB.14.5. No interest shall be payable by WBSEDCL on the above Bid Guarantee.

IB.14.6. The Bid Guarantee shall be forfeited for any of the following reasons:

IB.14.6.1. If during the period of bid validity, the bidder withdraws or modifies the bid in part or as a whole.

IB.14.6.2. If the successful Bidder/ Bidders fails/fail to accept the order unconditionally **as per "Acceptance of LOA" clause** of bid document or fails/fail to furnish the contract performance guarantee as stipulated in **PBG clause** of bid document.

IB.14.6.3. If the successful bidder / bidders fails to extend the validity period of EMD as per **"Earnest Money" Clause** of bid document.

IB.14.6.4. If any cartel is formed by the bidder in their quotation.

IB.15. 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.15.1. Registration of Bidders :

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

IB.15.2. 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.15.3. The bidder can search and download NleT& Tender Documents electronically from the website using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

IB.16. Signing of Bids:

IB.16.1. The bid shall be downloaded from the website www.wbtenders.gov.in and shall be signed by a person / persons duly authorized by the bidder.

IB.16.2. To be qualified for evaluation and finalization of contract, Bidder/ Bidders 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.16.3. All the pages of the bid and where, entries/ amendments have been made, shall be signed by the person/persons signing the bid.

IB.16.4. The complete bid shall be without alterations, interlineations or erasers, except those to accord with instructions issued by WBSEDCL or as necessary to correct errors made by the bidders, in which case such corrections shall be initialed by the person/persons signing the bid. Bids not duly signed shall be treated as cancelled.

IB.17. Submission of Bid: Bids shall be submitted as under :

IB.17.1. Tender documents are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenders are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender.

Tenders are to be submitted in two parts - one is Technical Proposal and the other is Financial Proposal.

Documents for Technical Proposal are to be submitted at pre-defined folders. Price bid under financial proposal is to be submitted at pre-defined folder named: (Price Schedule) BOQ.

The bidders shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format

(PDF) to the portal in the designated locations of Technical Bid.

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

The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

IB.17.2. Part-1: Technical Proposal

The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in two covers:

IB.17.2.1. Statutory Cover

Under Statutory Cover/folder folder, there will be other folders for submission of technical documents.

i. To be submitted in "Drafts" folder .

a) Tender Fee

Scanned copy of Demand Draft (DD)/ Banker's Cheque (BC) towards tender fee as prescribed in the NleT, in favour of West Bengal State Electricity Distribution Company Limited payable at Kolkata.

b) Earnest Money Deposit (EMD)

Scanned copy of DD/BC OR Bank Guarantee (BG) as prescribed in the NleT(**Annexure-IV**) towards EMD, in favour of West Bengal State Electricity Distribution Company Limited payable at Kolkata.

ii. To be submitted in "Annexure" folder

a) Bid Proposal (Vide Annexure I)

b) Proforma for bank guarantee for contract performance (Vide Annexure V)

iii. To be submitted in "NIT" folder

a) Notice Inviting e-Tender (NleT)

b) Addenda/Corrigenda: if published

iv. To be submitted in "Other Annexure" folder

a) Schedule of Bid: The bidder needs to download the form for "Schedule of Bids" (Annexure-IIA**), fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. Submission of incomplete "Schedule of Bids" will render the tender liable to summary rejection.**

b) Eligibility Criteria(Annexure-II**).**

c) Summary statement (Annexure-IIB**) of annual turnover for a period of the last three financial years i.e. for financial years 2016-2017, 2017-2018, 2018-19 as per certified audit report for Companies and tax audit report in case of Firms or Entities other than Companies.**

d) Financial Strength of the Bidder as per **Annexure- III.**

e) Statement of orders executed during last three financial years (Annexure-IIC**) i.e. for financial years 2016-2017, 2017-2018, 2018-19.**

f) Proforma for undertaking to be submitted by the Bidders (Vide **Annexure-IVA)**

and Format of Letter of Bid (Vide **Annexure-IVB**).

- g) Team Composition, Task Assignments and Summary of CV Information as per **Annexure- VII**.
- h) CV for proposed Experts as per **Annexure- VIII**
- i) Declaration Regarding Clean Track Record **Annexure- IX**

Note: Bidders are to keep track of all the Addendum/Corrigendum issued with the particular tender and upload all the above digitally signed along with the NleT. Tenders submitted without the Addendum/Corrigendum will be treated as informal and liable to be rejected. Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder.

IB.17.3. Non-Statutory Cover (My Document).

i. Company Details:

Company Profile describing the working area along with **CIN (Corporate Identification No)** number & Certificate of Incorporation the working area.

ii. Certificates:

- a) Valid PF (if applicable) Registration Certificate
- b) Valid copy of PAN Card
- c) Valid GST Registration No. Copy of certificate
- d) Valid Professional Tax certificate (if applicable).
- e) Copy of IT Return submitted for the last 3 assessment years 2016-17 & 2017-18, 2018-19.

iii. Financial Info:

- Annual turnover for a period of the last three financial years i.e for financial year 2016-2017, 2017-2018, 2018-2019. In this respect complete set of audit report for Companies and tax audit report in case of Firms or Entities other than Companies for financial years 2016-2017, 2017-2018, 2018-2019 are required to be submitted.
- Documents in support of Financial Strength (i.e. profitable) as mentioned in Annexure- III.

iv. Credential:

- a) Documents to be submitted as mentioned in Annexure-II (Eligibility Criteria).
- b) Any documents found necessary.

Note : Failure to submit any one of the above mentioned documents will render the tender liable to summary rejection.

IB.17.4. Financial Proposal (Part-2)

The financial proposal needs to be submitted as per pre-defined standardized formats in one cover (folder) named "BOQ" under main cover "Finance". 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. Any deviation taken in the Price part shall not be accepted.

IB.17.4.1. To be submitted in "BOQ" folder.

The bidder is to quote the rate in the blank spaces marked for quoting rate in the Price Schedule **Annexure-VI**. 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.

IB.17.5. Submission of original copies of documents of Tender Fee and Earnest Money Deposit :

IB.17.5.1. Mode of Payment:

Tender Fee must be submitted in the form of Bank Draft (DD) / Bankers Cheque (BC) of any scheduled Bank of India. EMD must be submitted in the form of Bank Draft (DD) / Bankers Cheque (BC) / Bank Guarantee (BG) of any scheduled Bank of India. Payment in any other form will not be accepted.

IB.17.5.2. Place of submission:

The original DD/BC/BG, towards Tender Fee and Earnest Money Deposit shall be submitted in the following office:

**Office of the Chief Engineer, IT&C Cell,
West Bengal State Electricity Distribution Company Limited,
Vidyut Bhavan, 3rd Floor, D-Block,
SaltLake, Sector-2, Kolkata – 700091.**

IB.17.5.3. Time of submission:

The original DD/BC/BG towards Tender Fee and EMD shall be submitted in the office as stated above within the date and time as specified in the NleT. If the bidder fails to submit the original DD/BC/BG within the due date and time his tender will not be opened and his bid will stand rejected.

IB.17.6. Conditional and incomplete tenders are liable to be rejected.

IB.17.7. No price preference will be allowed to any bidder based on the size of the industry or its geographic location. Co-operative Society will not be considered with separate status.

IB.18. Late Submission of Bid:

Bidder shall take all possible measures to submit the bid within the schedule date & time at specified folder/location prescribed elsewhere in the bidding document. Late submission of bid for whatever reason shall not be accepted.

IB.19. Withdrawal / modification of Bids:

- IB.19.1.** The bidder may withdraw / modify his bid after submission of bid, provided that the notice of withdrawal / modification is received in writing by WBSDEL prior to opening of bid document (part-1) No withdrawal/modification will be allowed after opening of bid document under any circumstances.
- IB.19.2.** Withdrawal of a bid during the interval after opening of bid document (part-1) and the expiry of the period of bid validity specified by the bidder in the Bid Form shall result in the forfeiture of the bid guarantee through encashment of the DD/BG/BC by WBSDEL.

IB.20. Opening and evaluation of tender**IB.20.1 Opening of technical proposal:**

- IB.20.1.1.** Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- IB.20.1.2** Technical proposals for those bidders whose original copies of DD/BC/BG towards tender fee & EMD have been received will only be opened. Proposals corresponding to which original copy of DD/BC/BG towards tender fee & EMD has not been received, will not be opened and will stand rejected.
- IB.20.1.3** Intending bidders may remain present if they so desire (restricted to two people per Bidder).
- IB.20.1.4** Cover (Folder) for Statutory Documents (vide Clause IB.17.2.1) will be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Clause IB.17.3) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- IB.20.1.5** Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.
- IB.20.1.6** Evaluation Procedure described in clause IB.23.

IB.20.2. Opening of financial proposal (price bids)

- IB.20.2.1** Financial proposals submitted by the bidders in the prescribed format (ANNEXURE-VI) and declared technically eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- IB.20.2.2** No deviation in any form in the price-bid sheet is acceptable.
- IB.20.2.3** The encrypted copies will be decrypted and evaluated online.

IB.20.2.4 After opening of the financial proposal the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded.

IB.20.2.5 The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.

IB.20.2.6 For any discrepancy in the amount of figures and words, the quoted amount in words will prevail.

IB.21. Process to be confidential:

IB.21.1. 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.21.2. 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.22. 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.

IB.23. Procedure of Evaluation :

Evaluation of tenders will be done in the following steps:

IB.23.1. Evaluation of Technical Proposal

IB.23.1.1. 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.

IB.23.1.2. 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.

IB.23.1.3. 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.

IB.23.1.4. 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.

IB.23.1.5. Prior to opening of price bid, a meeting with qualified bidders may be arranged to bring all the bidders under same commercial terms & conditions if considered necessary. Date of meeting will be communicated to qualify bidders in due course.

IB.23.2. Evaluation of price bid:

IB.23.2.1. Evaluation of Price Bid will include all the relevant taxes as applicable.

IB.23.2.2. The bidder shall indicate the above prices clearly in the respective price schedule.

IB.23.2.3. 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.

IB.23.2.4 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.

IB.24. Price:

IB.24.1. The Bidder shall indicate the prices in Indian Rupees only.

IB.24.2. Incomplete or partial quotation will not be accepted and shall be liable to be rejected.

IB.24.3. No deviation in any form in the Price Bid Sheet is acceptable

IB.24.4. Prices quoted by the Bidder shall be fixed. Bid/tenders submitted with adjustable price quotations will be rejected.

IB.24.5. Rates quoted should be for a period of 4(four) years for the items as mentioned in Annexure - VI. The rates quoted should be exclusive of all taxes.

IB.24.6. The price offer shall be submitted in the prescribed format in Annexure – VI only.

IB.24.7. 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.

IB.24.8. 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.25. Acceptance of Tender:

L1 bidder will be decided on the basis of technical and 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.26. Time Schedule :

The entire activity as per scope of work shall start after issue of LOA. **Date of issue of LOA or any other date mutually agreed shall be considered as zero date.**

The "Time Schedule" as per clause GCC.2 should be strictly followed.

IB.27. Taxes, Duties and other levies: The bidder shall be solely responsible for the 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. The WBSEDCL shall not take any responsibility whatsoever regarding taxes under Income Tax Act 1961 and GST Act (both CGST & SGST), for the contractor or his personnel.

IB.28.Statutory Obligations: Statutory obligations as per law of the land are to be complied.

IB.29.P.F. Code No. : The vendor shall submit necessary PF code no.

IB.30.Period of Contract: Initial Period of contract shall be 4 (four) years from the date of placement of order or any other date as agreed upon mutually prior to the commencement of the contract.

IB.31.Issue of LOA : WBSEDCL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. WBSEDCL shall be the sole judge in this regard.

IB.32.Acceptance of LOA: The successful bidder shall submit written unconditional acceptance of LOA within 30 (Thirty) days from date of issuance of the same. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause.

IB.33.Right to reject Bids : WBSEDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.

IB.34.Representative of Vendors: The successful vendor is required to nominate their officials/personnel with whom WBSEDCL will contact on all matters related to this job. The bidder has to specifically furnish to WBSEDCL, the name, designation, mobile no. of such person.

IB.35.Eligibility Criteria: The bidder shall provide documentary evidence satisfactory & acceptable to WBSEDCL to establish that they have the requisite credential, capability and experience to handle the contract and meet requirements of all the Eligibility Criteria indicated in **ANNEXURE-II**.

IB.36.Settlement of Disputes: In case of any dispute arising out the contract, the same should be settled through meeting between the WBSEDCL and the contracting agency at the appropriate level. The necessary judicial affairs and/or Court Case shall be exclusively within the jurisdiction of High Court at Calcutta only.

IB.37.Communication: The successful vendor, for communicating with WBSEDCL, for this job may use the following modes.
FAX- (033) 2337 2427.Telephone – (033) 2358 9665, 2358 4716.

SECTION: II

Scope- Certification Assignment

WBSEDCL proposes to avail certification of ISO 27001:2013 from accredited Certification Body through assessment of its Information Security (IS) framework deployed at 13 locations located in West Bengal as follows:

SL NO.	Location Details	Address	No. of Employees (approx)	No. of Desktops (approx)	IT Related Activity	Type of Centre	Scope of Work
1	IT CELL	Vidyut Bhavan, Saltlake, Kolkata, West Wengal	45	62	ALL IT RELATED ACTIVITIES	OFFICE	To acquire ISO 27001:2013
2	DC	NewTown ,Kolkata, WestBengal	4	36	ALL SERVER /HARDWARE RELATED ACTIVITIES	DATA CENTRE	
3	SCADA DR BERHAMPORE	Berhampur, WestBengal	1	4	DR & SCADA ACTIVITIES	DISASTER RECOVERY CENTRE	
4	DR BERHAMPORE	Berhampur, WestBengal	1	5	DR & SCADA ACTIVITIES	DISASTER RECOVERY CENTRE	
5	SCADA ASANSOL	Asansole, WestBengal	6	4	SCADA ACTIVITIES	SCADA CENTRE	
6	SCADA KOLKATA	Kolkata, WestBengal	6	6	SCADA ACTIVITIES	SCADA CENTRE	
7	SCADA SILIGURI	Siliguri, WestBengal	7	4	SCADA ACTIVITIES	SCADA CENTRE	
8	SMART GRID SILIGURI	Siliguri, WestBengal	2	4	SMART GRID ACTIVITIES	SMART GRID CENTRE	
9	COMMUNICATION CELL	Saltlake, Kolkata ,WestBengal	9	7	SCADA ACTIVITIES	OFFICE	
10	KOLKATA ZONE	Kolkata, WestBengal	27	23	SAP ERP	OFFICE	
11	BIDHANNAGAR REGION	Bidhannagar, Kolkata, WestBengal	24	26	SAP ISU & ERP, CRM	OFFICE	
12	BIDHANNAGAR DIVISION	Bidhannagar, Kolkata, WestBengal	24	24	SAP ISU & ERP, CRM	OFFICE	
13	BIDHANNAGAR CCC III	Bidhannagar, Kolkata ,WestBengal	8	8	SAP ISU & ERP , CRM	OFFICE	
	TOTAL		164	213			

Auditor may take sample based approach for site visits. However certificate should cover all the 13 locations mentioned above.

(Role of Certification Agency)

The key activities to be performed as part of the engagement shall include but not limited to the following:

First Year (Certification Audit)

a. Stage I Audit- Document Review either on-site/off-site

- Audit report presentation with Recommendations on closure.
- Assist in Correction/Corrective Action and Preventive Action.

- Any other relevant deliverable(s).
- Estimated duration to be specified by bidder.

b. Stage II Audit- Certification Audit On-site with Document/ Process Review

- Audit report presentation with Recommendations on Closure.
- Assist in Correction/Corrective Action and Preventive Action.
- Issuance of Certificate 2 (Two) A3 Copies, 2 (Two) A4 Copies for display.
- Any other relevant deliverable(s).
- Estimated duration to be specified by bidder.

Second Year (Surveillance Audit)

c. 1st Surveillance Audit

- Conduct 1st Annual Surveillance Audit after a minimum gap of 6 month from the date of completion of 1st year audit.
- Audit report presentation with Recommendations on Closure.
- Assist in Correction/Corrective Action and Preventive Action.
- Any other relevant deliverable(s).
- Estimated duration to be specified by bidder.

Third Year (Surveillance Audit)

d. 2nd Surveillance Audit

- Conduct 2nd Annual Surveillance Audit a minimum gap of 6 month from the date of completion of 2nd year audit.
- Audit report presentation with Recommendations on Closure.
- Assist in Correction/Corrective Action and Preventive Action.
- Any other relevant deliverable(s).
- Estimated duration to be specified by bidder.

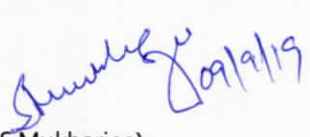
Fourth Year (Re-Certification Audit)

e. Stage I Audit- Document Review either on-site/off-site

- Audit report presentation with Recommendations on 3rd year audit.
- Assist in Correction/Corrective Action and Preventive Action.
- Any other relevant deliverable(s).
- Estimated duration to be specified by bidder.

f. Stage II Audit- Re-Certification Audit On-site with Document/ Process Review

- Audit report presentation with Recommendations on Closure.
- Assist in Correction/Corrective Action and Preventive Action.
- Issuance of Certificate 2 (Two) A3 Copies, 2 (Two) A4 Copies for display.
- Any other relevant deliverable(s).
- Estimated duration to be specified by bidder.


(S. Mukherjee)

Chief Engineer, IT & C Cell

SECTION: III

General Conditions of Contract [GCC]

GCC.1. General Terms:

- GCC.1.1.** The bidder has to furnish all the information as required regarding their offer.
- GCC.1.2.** Quotation from any sub-vendor will not be entertained.
- GCC.1.3.** Any form of consortium will not be allowed.
- GCC.1.4.** The bidder shall satisfy WBSEDCL with his ability to perform the work.
- GCC.1.5.** 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.
- GCC.1.6.** The Company reserves the right, to reject any or all the tenders, at its discretion, without assigning any reason whatsoever.

GCC.2. Time Schedule :

- GCC.2.1.** The entire activity as per scope of work shall start after issue of LOA. **Date of issue of LOA or any other date mutually agreed shall be considered as zero date.**
- GCC.2.2.** Total duration of the assignment will be 4(four) years from the date of placement of LoA.

GCC.3. Force Majeure

- GCC.3.1.** The vendor shall be under no liability if the vendor is prevented from carrying out any of the vendor's obligations by reason of war, Invasion, act of foreign country, hostilities, riots, civil commotion, mutiny, accident, earthquake, fires, floods, orders and / or restrictions and other cause beyond the reasonable control of the vendor. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents / proofs to the entire satisfaction of WBSEDCL.
- GCC.3.2.** WBSEDCL will not take any additional liability towards enhanced taxes, duties and price variation due to force majeure condition.

GCC.4. Cancellation/Termination of Order: Either party may terminate the contract if (i) a breach by the other goes uncured for 30 days after receipt of a notice from the breaching party, or (ii) continuation causes breach of applicable law or regulation. Upon termination Consultant shall be paid for the work done till date of termination. The following causes may also lead to cancellation of LOA.

- GCC.4.1.** Non acceptance of LOA as per "Acceptance" clause.
- GCC.4.2.** Non submission of Performance BG within time.
- GCC.4.3.** If failed to perform the service under scope of work.
- GCC.4.4.** In each above cases 15 days termination notice shall be issued prior to termination of LOA.
- GCC.4.5.** If the bidder fails to render the services as per time schedule or the performance of the bidder is found to be not satisfactory as per the terms and condition as stipulated in the tender, the LOA placed on the bidder may be terminated.

Upon Termination of the Contract, the Supplier shall:

- (i) Prepare and present a detailed exit plan within five calendar days of termination notice receipt to The Chief Engineer, IT & C Cell of WBSEDCL ("Exit Plan").
- (ii) The Chief Engineer, IT & C Cell, WBSEDCL and along with designated team will review the Exit plan. If approved, Supplier shall start working on the same immediately. If the plan is rejected, Supplier shall prepare alternate plan within two calendar days. If the second plan is also rejected, the Chief Engineer, IT & C Cell, WBSEDCL or the authorized person will provide a plan for Supplier and it should be adhered by in totality.
- (iii) The Exit Plan should cover at least the following :-
 - a. Execute all documents that may be necessary to effectively transfer the ownership and title
- (iv) The supplier and The Chief Engineer, IT & C Cell, WBSEDCL (or the authorized person) will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

GCC.5. Performance Guarantee:

The bidder will submit Bank Guarantee on non-judicial stamp paper of Rs.100/- by any Schedule Bank in India, as per format enclosed (ANNEXURE-V) for an amount of 10% of the Contract value within 30 days from the date of placement of LoA to the Chief Engineer, IT&C Cell. No claim shall be made against the Company in respect of interest on the Performance BG. The Performance Security Deposit is liable to be encased in case of noncompliance to the LoA or failure to undertake satisfactory consultancy work. The BG shall be valid upto the contract period with a claim period of further 3 (Three) months.

GCC.6. Arbitration & Legal Jurisdiction:

- GCC.6.1.** During execution of this contract, if any dispute arises thereby, shall be settled amicably between WBSEDCL and yourself to the extent possible.
- GCC.6.2.** All disputes or differences in respect of which the decision if any has not become final shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act – 1996 or any statutory modification thereof. The venue of Arbitration shall be Kolkata only.
- GCC.6.3.** The necessary legal affairs and / or court case shall be exclusively within the jurisdiction of Calcutta High Court only.

GCC.7. Liquidated damage:

If the consultant fails to perform any or all the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract ,deduct from the Contract Price as liquidated damages, a sum of equivalent to 0.5% of the value of the affected Service, supplied beyond stipulated delivery schedule for each week or part thereof delay until actual performance, subject to a maximum of 10% of value of such affected services. WBSEDCL may without prejudice to any other method of recovery ,deduct the amount of such damage from any money in their hand due or which may become due to the contractor or from the Performance Bank Guarantee. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the work or from any other of his obligations and liabilities under the contract.

Risk Purchase / Performance:

If the consultant fails to deliver the service as per the satisfaction of WBSEDCL, WBSEDCL shall be entitled to execute the job through the best and nearest substitute available elsewhere on the account and at the risk of the contracting agency or to cancel the contract and the contracting agency shall be liable to compensate for any loss or damage which WBSEDCL may sustain by reason of such failure on the part of the Contracting Agency.

GCC.8. Extension of Period of Assignment:

Extension of Time Schedule as referred in clause no. GCC.2 ,may be considered in case if the project work is extended beyond the contract period in the event of delay(s) not attributable to the bidder. WBSEDCL may consider for payment of contract fee on mutually agreed terms.

GCC.9. Limitation of liability :

Except in cases of gross negligence or willful misconduct:

GCC.9.1.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,

GCC.9.2 The aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing solutions, or to any obligation of the bidder to indemnify WBSEDCL with respect to patent infringement.

GCC.10. Submission of bills for payment :

Bills in triplicate as per terms of payment are to be submitted to the Chief Engineer, IT&C Cell for payment.

GCC.11. Terms of Payment:

GCC.11.1.1. Payment will be released only after submission of Performance Bank Guarantee.

GCC.11.1.2. No mobilization Advance will be paid.

GCC.11.1.3. Payment Schedule :

Payments will be released only on satisfactory acceptance of the deliverables for each Task as per the following schedule:

Table A – Payment Schedule

S. No.	Payment Schedule	Fee Payable	Amount	Remarks
1	On completion of Stage 1 (1st Year)	50% of the 1st year value	40% of Contract value	WBSEDCL will certify the completion of this milestone
2	On completion of Stage 2 (1st Year)	50% of the 1st year value		WBSEDCL will certify the completion of this milestone
3	On Completion of Surveillance Audit for 1st year after certification	100% of the 2nd year value	15% of contract value	WBSEDCL will certify the completion of this milestone
4	On Completion of Surveillance Audit for 2nd year after certification	100% of the 3rd year value	15% of contract value	WBSEDCL will certify the completion of this milestone
5	On completion of Stage 1 (4th Year)	50% of the 4th year value	30% of contract value	WBSEDCL will certify the completion of this milestone
6	On completion of Stage 2 (4th Year)	50% of the 4th year value		WBSEDCL will certify the completion of this milestone

On acceptance of offer, the successful supplier shall provide Performance Security of ten (10) percent of the total value of Contract Price within 30 days of Letter of Award (LOA).

GCC.12. Conflict of Interest:

- GCC.12.1.** The Bidder shall not have a Conflict of Interest that may affect the Tendering Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bid Security of the bidder shall 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 the Authority hereunder or otherwise.
- GCC.12.2.** Any Bidder found to have a conflict of Interest if his near relative is posted as an employee/officer in any capacity in WBSEDCL, who is associated with the Tender Inviting Authority.
- GCC.12.3.** Any Bidder found to have a Conflict of Interest if any employee of the bidding firm/company has or develops a financial or other interest with any employee/officer of WBSEDCL associated with the Tender Inviting Authority during execution of the contract.
- GCC.12.4.** Any Bidder has a relationship with another Bidder/Bidders, directly or through common third parties, that puts them in a position to have access to each others information about, or to influence the Tendering Process of either or each of the Bidder.

GCC.13. Intellectual Property Right:

- GCC.13.1.** All intellectual property rights in the software, all tools, processes, software, utilities and methodology including any vendor proprietary products or components thereof any development carried out by vendor thereto in the course of providing services hereunder, including customization, enhancement, interface development etc. shall remain the exclusive property of vendor and WBSEDCL shall not acquire any right title or interest of any nature therein except to the extent provided herein. Vendor shall however grant in favor of WBSEDCL the right and non-exclusive, non-transferable, perpetual and irrevocable license to use the software for the purposes agreed hereunder
- GCC.13.2.** Similarly all the Intellectual Property Rights (IPR) in the third party/ open source software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ vendor's licensor and WBSEDCL shall have user rights in accordance with end user license agreement (EULA) as applicable to use of such software.
- GCC.13.3.** Each Party however, shall be entitled to use in the normal course of its business and in providing same or similar services or development of similar deliverables for its other clients, the general knowledge and experience gained and retained in the unaided human memory of its personnel in the performance of this Contract.

GCC.14 Confidential Information:

WBSEDCL undertake to hold information shared in the course of this business relationship in strictest confidence and undertakes not to disclose such information, either in whole or in part, to any person other than those of its officers, employees, and agents who need to know the confidential information for the purpose explicitly authorized for.

GCC.15. WBSEDCL personnel for liaison

GCC.15.1. Controlling Officer: Additional Chief Engineer, IT&C Cell.

GCC.15.2. Supervising Officer: Superintending Engineer, IT&C Cell.

GCC.15.3. Site Officers: Respective Zonal Manager/ Regional Manager/ Divisional Manager / Data Centre and DR Centre In charge/DCC In charge / Station Managers.

GCC.15.4. Paying Authority: - Manager (F&A), Establishment Corporate, WBSEDCL will be the paying authority.

GCC.16.

Enclosure:

1. Annexure-I : Format of Bid Proposal
2. Annexure-II: Eligibility Criteria
3. Annexure-IIA: Schedule of Bids
4. Annexure-IIB: Summary statement of average annual turnover
5. Annexure-IIC: Summary statement of Order Executed.
6. Annexure – III : Financial Strength of the Bidder
7. Annexure-IV: Bid Guarantee-EMD-Format of BG.
8. Annexure-IVA: Undertaking.
9. Annexure-IVB: Letter of Bid.
10. Annexure- V: Format of Performance Bid Guarantee
11. Annexure -VI: Price Bid Format
12. Annexure – VII : Team Composition, Task Assignments and Summary of CV Information
13. Annexure – VIII : CV for Proposed International or Local Experts
14. Annexure – IX : Declaration Regarding Clean Track Record

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', VidyutBhavan.,
Bidhannagar,
Kolkata- 700 091.

(aa) Sub. : Invitation to bid for audit for ISO 27001:2013 Certification.

Dear Sir,

1. 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 as set forth in your Bid-Documents.

(c) PRICES AND VALIDITY :

- a The rate is FIRM during the entire period of the Contract and not subject to any price adjustment as per the Bidding Documents. All prices and other terms and conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of the price bids. We further declare that prices stated in our proposal are in accordance with your bidding.
- b We confirm that our bid prices are exclusive of taxes and duties.
- c All Taxes like GST, if any, applicable on transaction from us to you payable extra by you against production of documentary evidence to be submitted by us.

(d) BID GUARANTEE :

We have enclosed a Bid Guarantee in the form of DD/BG/BC fromdrawn in favour of West Bengal State Electricity Distribution Company Limited for an amount of Rs.....

(e) DEVIATIONS :

We declare that contract shall be executed strictly in accordance with the specifications and documents except for the deviations, all of which have been detailed out exhaustively in our deviation schedules, in volume irrespective of whatever has been stated to the contrary anywhere else in our proposal.

Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our Deviation Schedules, save that pertaining to any rebates offered, shall not be given effect to.

(f) CONTRACT PERFORMANCE GUARANTEE :

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent to ten percent (10%) of the Contract Price as stipulated in Bid document in the form of Bank Guarantee (Please specify the form of guarantee) in your favour within 30 (Thirty) days from the date of placement of Letter of Award.

Dated.....this.....day of.....2019

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

Annexure - II**Eligibility Criteria**

S.No	Pre-qualification Criteria	Supporting Compliance documents
1	The Bids shall be submitted only by the bidder, no consortium is allowed in the bid	A certified document by the Authorized Signatory
2	The bidder shall be a CERT -In empanelled established Information Technology firm/ company/ management consulting firm registered under the Indian Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 and in operation for at least 5 years as on 31.03.2019 and shall have their registered office in India.	Valid documentary proof of Certificate of Incorporation, Certificate of Commencement, Certificate consequent to change of name, if applicable.
3	The bidder should have at least one office in West Bengal or they should establish office in West Bengal within 30 days of placement of order.	Address / Self Declaration.
4	The bidder must have the Average Annual Turnover not less than Rs. 50 (Fifty) Crore for last three financial years i.e. 2016-17, 2017-18 & 2018-19.	Duly attested: i. Audited Balance Sheet ii. PL Account
5	Bidder should have sufficient manpower to handle the job preferably in the IT environment of Electrical power utility in similar scope out of which minimum 10 nos. of experienced resources with ISO-27001:2013 Lead Auditor/ Lead Implementer Certification & minimum 5 nos. of resources having more than 5years' experience in ISO 27001:2013 implementation.	i. Certificate by Statutory Auditor or Company Secretary of the Bidder's organization. ii. CV as per Annexure- VIII
6	The bidder must Comply with all statutory obligations	i. PF Registration Certificate ii. Copy of PAN Card iii. GST registration number iv. Copy of IT Return submitted for the last 3 assessment years 2016-17 & 2017-18, 2018-19.
7	The firm should not be blacklisted by any Central Govt. / State Govt. /Govt. Bodies.	Certificate signed by the Authorized signatory as per Annexure- IX.
8	The bidder has to be profitable and should not have incurred loss in any of the last 3 consecutive Financial Years (FY 2016 - 17, 2017-18 & 2018-19)	Annexure - III to be certified & validated by Chartered Accountant (CA) of the Bidder's organization
9	Bidder shall have experience of providing ISO 27001:2013 consultancy, implementation, or certification services and shall have been in the business for a period of three years as on 31.03.2019 .They should have completed minimum 5 projects of providing ISO 27001:2013 consultancy, implementation, or certification services in the last 5 years ending 31st March 2019. Minimum 2 of these should preferably be with State/ Central Government /BFSI/PSU/Reputed Private Organization/ Government Department/Power Utility each having a of value INR 10 lakhs or more.	Work Orders/Completion Certificates confirming year and area of activity
10	The Bidder should be an ISO 9001:2008 and ISO 27001:2013 certified organization	Certificate copies are to be attached as evidence

11	The bidder should have prior experience with at least two customers in BFSI/Utility sector where the bidder has provided certification services under ISO 27001:2013 standard during last three years.	1. Two Purchase Order/Reference Letter for ISO 2. Satisfactory Performance report issued by the two entities.
12	The bidder should have valid accreditation from any of IAF member bodies for undertaking certification audit under ISO 27001:2013 standard. IAF Member body should be signatory to Multilateral Mutual Recognition Arrangement (MLA).	Valid Accreditation Certificate as on the last Date of submission of Bid.

Annexure - IIA**SCHEDULE OF BIDS**

1.	Name of the Bidder with office address Tel No./Fax no./E.mail address	:			
2.	Address of Kolkata office and Tel no./Fax no./ E-mail address with the name of contact person	:			
3	Contact Person with Telephone No., Mobile No., E-mail ID and FAX No. of the Bidder	:			
4.	GST registration No.	:			
5.	Earnest Money (Amount and in the form of BG/DD/BC) submitted	:	6.	Category of organization	
7.	Details of Earnest Money in BG/DD/BC as submitted:	:	8.	Company Registration No.	
9.	PF Registration No. & valid upto (a copy should be enclosed)				
10.	PAN Card No				
11.	Whether agreed to (YES/NO):				
	a) Terms of Payment	:	c)	Risk purchase clause	
	b) Earnest Money clause	:	d)	Liquidated damage clause	
12.	Offer valid upto	:	180 days from the date of opening of Technical Part of the Tender.		
13.	The price should be Firm.	:	The Prices are Firm.		
14.	Whether the bidder has submitted a) Current Professional Tax clearance certificate b) Banker's Certificate within last one year. c) Copy of PAN Card				

(Signature and Seal of Tenderer)

Dated-----

Certificate regarding Summary Statement of Yearly Turnover

This is to certify that the following statement is the summary of the audit report /tax audit report arrived in favour of for the three consecutive years or for such period since inception of the Firm, if it was set in less than such three year's period.

Sl. No.	Financial		Remarks
	Year	Turnover rounded up to two digit after decimal (Rs. In Lakh)	
1.	2016-17		
2.	2017-18		
3.	2018-19		
Total			

Average Turnover:

Note:

1. Year preceding the current financial year is to be considered as Year-1.
2. Average turnover is to be expressed in lakh of rupees, rounded upto two digits after decimal.
3. Average turnover for 3 years is to be obtained by dividing the total turnover by 3.0. If the Firm was setup in less than 3 year's period, consider the turnover for the period from inception to the year-1 .It may be either 1.0 or 2.0. Average turnover is to be obtained by dividing the total turnover by 1.0 or 2.0, as the case maybe.
4. In case, the firm was set up in less than 3 year's period, mention the year of inception in the 'Remarks' column.

(Signature with Designation & Seal)

Dated-----

Annexure - IIC

STATEMENT OF ORDERS EXECUTED DURING LAST THREE FINANCIAL YEARS.

Sl. No.	Work Description	Financial year	Order No. and date	Name of order issuing authority	Order Value in Rs.	Scanned Copy of Performance report of the order submitted or Not (YES/NO)	Remarks

.....
(SIGNATURE OF THE TENDERER WITH OFFICE SEAL)

Dated-----

Annexure -III

Financial Strength of the Organization					
S No.	Financial Year	Whether profitable Yes/NO	Annual net profit(in Crores of Rs.)	Overall Annual turnover (in Crores of Rs.)	Remarks
1	2016-17				
2	2017-18				
3	2018-19				
Note: Please enclose auditor's certificate in support of your claim					

**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
VidyutBhawan
DJ Block, Sector - II
Salt Lake, Kolkata - 700 091

Dear Sirs,

In accordance with your Notice Inviting Tender (NIT) under your RFP 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 _____ 2019 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.

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. ----- dt. -----
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 fulfillment 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-----

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-----

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,
VidyutBhavan, 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 _____ 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 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 _____ 2019 __ at _____

Witness :

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____

Date _____

Price Schedule

Validate Print Help [m Rate BoQ](#)

Tender Inviting Authority: Chief Engineer, IT and C Cell, WBSEDCL

Name of Work: Audit for ISO 27001:2013 & Certification in WBSEDCL

NIT Ref No.: WBSEDCL/ IT & C/90.00/2252

Dated : 09.09.2019

Name of the Bidder/ Bidding Firm / Company :										
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)										
NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Duration	Units	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder (for 4 years) Rs.	SAC Code	GST Rate in %	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	12	13	18	20	53	54	55
1	Audit for ISO 27001:2013 & Certification in WBSEDCL	4	year	INR			18.00	0.00	0.00	INR Zero Only
Total in Figures								0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only								

NOT TO BE QUOTED HERE

Team Composition, Task Assignments and Summary of CV Information

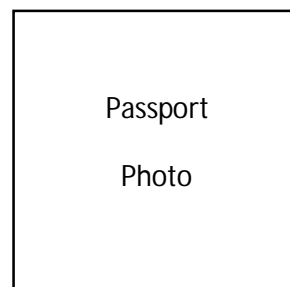
Name	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	International or Local Expert	Nationality	Employment Status with Firm (full- time, or other)	Education / Degree (Year / Institution)	Date of birth	No. of years of relevant project experience

Curriculum Vitae (CV) for Proposed International or Local Experts

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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

- (i) This CV correctly describes my qualifications and my experience;
- (ii) I am committed to undertake the assignment within the validity of Proposal;
- (iii) I am not part of the team who wrote the terms of reference for this consulting services assignment;
- (iv) I am not sanctioned (ineligible for engagement) by WBSEDCL.

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:

Note :

This CV can be signed by an authorized representative of the Consultant provided that if the Consultant's proposal is ranked first, a copy of the CV signed by the expert and/or specialist must be submitted to the Client (if required by the Client).

Declaration Regarding Clean Track Record

(To be submitted in the letterhead of client)

To:
The Chief Engineer,
IT & C Cell,
West Bengal State Electricity Distribution Company Limited,
3rd Floor, Block 'D', VidyutBhavan,
Bidhannagar,
Kolkata- 700 091.

Sir,
I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____]. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government organizations. I further certify that I am competent authority in my company and my company has authorized me to make this declaration.

Yours very truly,

Name: _____

Designation: _____

Company: _____

Address: _____