WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

Tender Document for Engagement of Helpdesk Technical Personnel for conducting E-tendering process & Creation of DSC

NIT No. GM(HR&A)/ TPAS /TENDER/2026/86 Dated: 05.10.2026

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Office of the General Manager (HR&A),
Training, Planning & Allied Services
WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
CIN: U40101WB2007SGC113474
Regd. Office: Vidyut Bhavan (8TH Floor), Block- 'D',
Bidhannagar, Block-DJ, Sector-II, Kolkata: 700 091

Ph No: **(033) 2319-7670; Fax: (033) 2334-2218;**
E-mail-fl.wbsetcl@gmail.com
Website- www.wbsetcl.in

Section I - NOTICE INVITING e-TENDER

These documents are meant for the exclusive purpose of bidding against this NIT and shall not be transferred, reproduced or otherwise used for purposes other than that for which they are specifically issued.

West Bengal State Electricity Transmission Company Limited

(A Govt. of West Bengal Enterprise)

Office of the General Manager (HR&A), TP&AS

CIN: U40101WB2007SGC113474

ABRIDGED NOTICE INVITING e-TENDER

For

[Engagement of Helpdesk Technical Personnel & Creation of DSC]

NIT No: GM(HR&A)/ TPAS /TENDER/2026/86 Dated: 05.10.2026

The General Manager (HR&A), TP&AS, WBSETCL invites e-tender from bonfire, eligible bidders for Engagement of 10 no. Help desks along with Technical Personnel for conducting E-tender process / GeM procurement process {at the offices of Chief Engineer Procurement and Chief Engineer Tr.(O&M)-II & others Transmission Zones spread across the State of West Bengal} and for Creation of Digital Signature Certificate (Class- III) [sign + encryption] with USB Token for use at different offices under WBSETCL **for an initial period of 2(two) years with a provision for extension of the Contract period for further 01(one) year subject to satisfactory performance.**

Interested bidder / agencies may obtain bidding documents by registering themselves to the e-tendering portal https://wbtenders.gov.in and thereby downloading the bidding documents from **05.10.2026** at **11:00 A.M** and shall be submitted up to **30.10.2026** up to **02:00P.M.** Detailed NIT is also available on WBSETCL website (**www.wbsetcl.in**) and can be downloaded from the website for bidder / agencies' information only.

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A Govt of West Bengal Enterprise)

CIN: U40101WB2007SGC113474

Office of the General Manager(HR&A), TP&AS,

Regd. Office: Vidyut Bhavan (8TH Floor), Block-'D",

Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Ph No: (033) 2319-7670; Fax: (033) 2334-2218;

E-mail-fl.wbsetcl@gmail.com

Website- www.wbsetcl.in

DETAILED NOTICE INVITING e-TENDER

For

[Engagement of Helpdesk Technical Personnel & Creation of DSC]

NIT No: GM(HR&A)/ TPAS /TENDER/2026/86 Dated: 05.10.2026

The General Manager (HR&A), TP&AS, WBSETCL invites e-tender from bonfire, eligible bidders for Engagement of 10 no. Help desks along with Technical Personnel for conducting E-tender process / GeM procurement process {at the offices of Chief Engineer Procurement and Chief Engineer Tr.(O&M)-II & others Transmission Zones spread across the State of West Bengal} and for Creation of Digital Signature Certificate (Class- III) [sign + encryption] with USB Token for use at different offices under WBSETCL **for an initial period of 2(two) years with a provision for extension of the Contract period for further 01(one) year subject to satisfactory performance.**

This NIT will be divided in two groups **i.e Group A & Group B.** Details are stated below:

GROUP	DESCRIPTION OF ITEM
Group-A	**Service Contract for engagement of 10(ten) nos. of Helpdesk Personnel.**
Group-B	**Creation of DSC Class III**

Detailed Specifications, scope of Works & Services and terms and conditions thereof are given in the bidding documents, which are available at the online e-tendering portal **https://wbtenders.gov.in/** as per the following schedule:

Bidding Document No :	**:**	**GM(HR&A)/ TPAS /TENDER/2026/86 Dated: 05.10.2026**
Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	:	05.10.2026 at 11:00 A.M
Documents download start date (Online)	:	05.10.2026 at 11:00 A.M
Request for clarifications to be sent to the email address given in clause 9.0 on & from	:	05.10.2026 at 11:00 A.M
Pre-bid meeting will be held at Conference Room, 9th Floor, B-Block, Vidyut Bhavan, Kol-700091	:	**07.10.2026 at 10:30 A.M**
Bid submission start date (On line)	:	09.10.2026 at 11:00 A.M
Last Date of submission of original copies for the cost of Tender Fees, Bid Security	:	

(As per Annex-3b), Original Power of Attorney & Affidavit regarding Eligibility (duly notarized) along with one (01) replica of the uploaded offer bid (except BOQ, Annex:2) as Hard Copy (off line).		02.11.2026 up to 02:00 P.M
Bid Submission closing (On line)	:	30.10.2026 up to 02:00 P.M
Opening of bid (Online) [Techno-commercial bid]	:	02.11.2026 at 03:00 P.M
Opening of Price bid (Online)	:	The bidder / Agency shall be informed of the date & time of the opening of the price bid at a later stage after techno-commercial evaluation
Cost of Tender Document	:	**Nil**

If the submission and opening date of the e-tender happen to be a holiday, the next working day will be the corresponding effective date.

The Bid Documents, downloaded from any other source and used for the purpose, will not be accepted. In case of detection of any alteration or modification in the contents thereof, the bid will be liable for rejection and the EMD will be forfeited.

QUALIFYING REQUIREMENT FOR BIDDER/AGENCY:

A. **Technical Qualifying Requirement (TQR)**:

i.The Vendor must have adequate experience in processing Digital Signature Certificates (DSCs) and providing helpdesk support to any State Government/Central Government office or State/Central Public Sector Undertaking (PSU). The Letter of Award (LOA) for the supply of DSCs and deployment of helpdesk personnel must be submitted along with the bid.

ii.The Vendor must have a valid Registration Authority (RA) duly authorized by any Certifying Authority (CA) under the Controller of Certifying Authorities (CCA), Government of India. The authorization certificate must be submitted along with the bid, clearly mentioning the tender number. The Certifying Authority (CA) must have been operational for the issuance of DSCs for at least five (5) years. A Certifying Authority (CA) may also participate directly in the tender; in such a case, the authorization certificate issued by the CCA, Government of India, must be submitted.

iii.The Vendor must possess valid Professional Tax Registration, GST Registration, and Trade Licence. Copies of all the relevant documents must be submitted along with the bid.

iv.The Vendor shall comply with all applicable statutory obligations relating to labour laws and the rules made thereunder. The Vendor shall submit relevant documents evidencing the deposit of PF and ESI contributions in respect of the personnel engaged/deployed under the contract along with the submission of each monthly bill.

V.The Agency must have valid EPF and ESIC Registration Certificates.

B. Financial Qualifying Requirement (FQR) are as follows:

i. Net worth should be positive. The bidder should not have incurred any loss during last three Financial Years i.e. for **F.Y: 2022-23, 2023-24 & 2024-2025/2025-2026.**

ii. Liquid Asset : The bidder must have Liquid Asset not less than the **Rs.7,08,032.00** and / or evidence of access to or availability of credit facilities of equivalent amount. This will be as per the last audited accounts.

iii. MAAT (Minimum Annual Average Turnover): (excluding non-recurring items) of the participating bidders from similar types of businesses for the best three years out of the last five Financial Years (**FY**: **2020-21, 2021-22, 2022-23, 2023-24 & 2024-2025 / 2025-2026)** shall not be less than **Rs.42,48,194.00.** The turnover should be of the bidder and not of the group of companies or consortium / subsidiaries / sister concerns etc. The proofs in support of the same such as certified copies of audited Balance Sheet, Profit & Loss Accounts etc. **having UDIN shall have to be submitted with the bid documents.**

SECTION II

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS:

a) For the Bidding/Tender Document Purposes, West Bengal State Electricity Transmission Company Limited shall be referred to as **'WBSETCL'** and the Bidder/Successful Bidder shall be referred to **'Contractor or Bidder or Agency'** or interchangeably.

b) The parties to the Bid shall be the Bidder and WBSETCL.

c) While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

d) The bidder shall submit a copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder if such need arises.

e) All Bidders are explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/ any other requirements stipulated in the tender documents, are liable to be rejected.

f) For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address through separate letter(s) sent by Registered Post with Acknowledgement Due (AD) to the General Manager (HR&A), TP&AS, WBSETCL, Corporate HR & A Department, 8th Floor, D-Block, Vidyut Bhavan, Sector-II, Block-DJ, Kolkata, West Bengal, Pin - 700091. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

g) **The tender inviting authority may ask for original documents regarding fulfilment of qualifying requirement and any other matters from the prospective bidders. In case the prospective bidders are unable to provide such documents in original, then the bids of such bidders shall not be considered as valid and the same are liable to be cancelled.**

2. Pre-Bid Meeting:

a) Any essential requirement not included in the Price Schedules but required for successful operation as per Scope of Contract shall be indicated by the bidders and submitted before the pre-bid meeting by the date specified in the schedule. The pre-bid queries may be submitted by uploading to the e-tendering portal **https:// wbtenders.gov.in** or mailed to **fl.wbsetcl@gmail.com** or submitted directly at the Office of the GM(HR&A), TP & AS, WBSETCL.

b) Only the queries, raised on or before the specified time frame, will be eligible for discussion during the course of the Pre bid meeting.

c) The bidder or its authorized representative is invited to attend pre-bid meeting to be held on the date, time and location specified in the schedule.

d) Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidders but at the same time shall not entitle them to raise any query at a later date.

e) The purpose of the meeting will be to clarify the exact scope of work and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at that stage by the bidders. WBSETCL shall not be under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for by the prospective bidders.

f) Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Client has considered such amendments.

g) WBSETCL shall make related modifications/ amendments in the bidding documents as may be considered necessary exclusively through issue of an amendment.

3. <u>AMENDMENT OF BIDDING DOCUMENTS:</u>

a) At any time, but not later than ten (10) days prior to the deadline for submission of bids, WBSETCL may, for any reason, modify the bidding documents by issue of an addendum /amendment.

b) The addendum/ amendment, if any, will be uploaded in the e-tendering portal and all such amendments/addendums will be binding upon them. WBSETCL shall assume that the information contained therein will have been taken into account by the bidder in its bid. WBSETCL will bear no responsibility or liability arising out of non-compliance of the same in time or otherwise by the bidder.

c) In order to afford prospective bidders reasonable time in which to take the addendum/amendment into account in preparing their bids, WBSETCL may, at its discretion, extend the deadline for the submission of bids.

d) For the information of bidders, the addendum/ amendments shall be uploaded on the website of WBSETCL. The bidders may visit the website from time to time in their own interest.

4. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

All bids must be supported by **bid security** for an amount of **Rs.1,00,000/- (One Lakh)** in the following manner. Submission of Bid Security / EMD should be documented along with the bid and submitted online. Non submission of the acceptable bid security or inadequate value of Bid Security shall be rejected by the WBSETCL and in such cases bids shall be considered as non-responsive. In case a bidder submits an offer for both Groups, the **Bid Security / EMD** amount shall be calculated as the aggregate of the respective individual Group **Bid Security / EMD** amounts of the offered items, as specified above.

A. EMD is to be submitted as per following guidelines:

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

The 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. **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 along with requisite testimonials for proportional EMD in the EMD exemption document upload section.

EMD in the form of Bank Guarantee from any scheduled commercial bank favoring WBSETCL which shall remain valid for a period of one hundred and eighty (180) days from the next day of techno-commercial bid opening date with a further claim period of thirty (30) days. Bids shall be rejected by WBSETCL, if the bidder fails to submit original Bank Guarantee against Earnest Money Deposit (EMD) physically under sealed cover on or before the scheduled date & time as specified above. For preparation of BG the Bank details of WBSETCL is given below.

NAME OF THE BANK	SBI
ADDRESS OF THE BANK	Industrial Finance Branch Kolkata, 4th & 5th Floor, Jeevan Deep Building,1, Middleton Street, Kolkata, West Bengal-700071
ACCOUNT NO	41456850307
IFS CODE	SBIN0001936

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.**

General Instructions for Online Payment:

(i) The bidder will have to mandatorily pay through Net-banking facility once Net- banking mode is opted for payment.

(ii) Only a single value can be entered as EMD amount in e-tender portal for each tender. However, in case tender has fixed EMD on line item (multiple items) basis, then, for the cases when actual EMD value calculated as per NIT by the bidder is less than the one mentioned in e-tender portal, bidders shall mandatorily opt for Exemption for payment of actual EMD amount and upload the requisite testimonials for proportional EMD and its proportional amount is to be paid in the form of BG.

(iii) The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

B. If the bid is received without the aforesaid EMD, it will not be considered and would be rejected summarily. Late receipt of the EMD i.e. after closure of online bidding time will also disqualify the bidder and the bid will not be considered for evaluation.

C. No request for transfer of any previous deposit of Earnest Money Deposit or Contract Performance Guarantee (CPG) or adjustment against any pending bill held by WBSETCL in respect of any previous work shall be entertained.

D. No claim shall lie against WBSETCL in respect of erosion in the value of the Earnest Money Deposit and no interest will be payable to the bidders on the EMD.

E. Refund/Settlement of EMD Amount:

(i) For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.

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

(iii) The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

(iv) For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 9836547326/ 8017094744 since payment gateway facility used by E-tender portal is maintained by ICICI.

NB: It is stated herein that presently, Nodal Bank nominated by the Govt. of West Bengal is ICICI Bank Ltd. in the NIC Portal. However, the Bank may change based upon change of nomination by the Govt. of West Bengal from time to time.

F. Forfeiture of Earnest Money: The Earnest Money Deposit may be forfeited:

(i) If the bidder unilaterally withdraws /modifies part or whole of his/their bid during the period of validity of the bids specified by the bidder in the bid form or

(ii) In case of successful bidder, if the bidder:

a) Fails to sign the contract in accordance with the terms of the tender document.

b) Fails to furnish required CPG / Additional Performance Security in accordance with the terms of tender documents within the time frame specified by WBSETCL or

c) Fails or refuses to honor his quoted prices for the services or part thereof.

d) If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.

5. PREPARATION OF BIDS:

a) Language: The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and WBSETCL shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

b) Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Documents and submitted along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount. The documents comprising the Bid are**:**

i. Technical Bid Submission Form (printed on the Company's letterhead of the bidder and duly signed by the authorized person).

ii. Documents stated under Clause No.9.

iii. Signed copies of the General Conditions of Contract and Special Conditions of Contract in

Section III & VI and the Schedule of Work in Section IV as a token of acceptance of the same by the bidder

iv. Earnest Money Deposit.

c) Financial Proposal/Price Bid: Bidder shall prepare the Financial Proposal in the Price Schedule and submit through **e-Tender portal only in the BOQ.**

6. PERIOD OF VALIDITY OF BIDS:

a) Bid shall remain valid for **a period of 120 days from the date of opening of the Price Bid (Financial Bid)**. A bid, valid for a shorter period, shall be rejected by WBSETCL as non-responsive.

b) In exceptional circumstances, WBSETCL may solicit the bidder's consent for an extension of bid validity for a further period without any change in the terms and conditions of the offer. The request and response thereto shall be made in writing by e-mail followed by post confirmation. The bidder may refuse the request without having his bid security forfeited. Bidders agreeing to the request will not be permitted to modify their respective bids but will be required to extend the validity of their bid securities correspondingly. The provisions regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

7. GUIDELINES FOR SUBMISSION OF THE BIDS:

Instructions/Guidelines for electronic submission of the bids are appended below for assisting the agencies to participate in e-Tendering.

a) **<u>Registration of Agency</u>**:

Any agency willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging onto or https://wbtenders.gov.in. The agency will have to click on the link for e-Tendering site as given on the web portal.

b) Digital Signature Certificate (DSC):

Each Agency is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the website stated in Clause (i) above. DSC is given as a USB e-Token.

c) Collection of Tender Documents:

The Agency can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause (i) above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

d) Bids are to be submitted online in the website in two folders **Technical Proposal** & **Financial Proposal** at a time before the prescribed date & time using the Digital Signature Certificate (DSC). The Digitally Signed virus scanned copies of the documents are to be uploaded. The documents will get encrypted (transformed into non-readable formats).

8. DOCUMENTS TO BE ATTACHED DURING ONLINE E-TENDER SUBMISSION:

To upload the documents, **c**lick on the check boxes beside the necessary documents in the My Document list and then click the tab **"Submit Non-Statutory Documents'** to send the selected documents to Non-Statutory folder. Next Click the tab **"Click to Encrypt and upload"** and then click the **"Technical"** Folder to upload the Technical Documents to the **My Document Format of West Bengal State Electricity Transmission Company Ltd:**

Sl. No.	Category Name	Sub Category Description	Details
A	**Certificates**	Certificates	(i) A self attested copy of the TAN (ii) A self attested copy of the PAN **(iii) A self attested copy of the trade license & OEM authorization.** (iv) A self attested copy of the certificate of registration of Goods and Services Tax (GST) (v) Trade License issued by competent authority for carrying out its business in West Bengal (vi) A self attested copy of the PF and ESI Registration Certificate.
B	**Company Details**	Company Details 1	(i) Incorporation Certificate, Memorandum of Association/Articles of Association. (ii) Certificate of Registration
		Company Details 2	(i) Attested copy of Registration under Shop & Establishment Act/Trade License (Optional) (ii) The Power of Attorney/ Resolution by BOD of Company, as the case may be, in favour of signatory of the Bid.
C	**Credential**	Credential 1	Proof of performing similar nature of work & completion certificate which is applicable for eligibility in this tender (to meet the QR). List of work order/Letters of Award references with execution status of similar purchases/ works in the past (must be indexed properly).
		Credential 2	In the credential 2 folder, bidders must submit the client's certificate for completion/ performance etc., i.e. proof of execution of the work /work order / works/letters of award. (must be indexed properly)
D	**Financial Info**	Payment Certificate 1	Income Tax Returns for last 05(Five) Assessment Years.
		UDIN Supported P/L and Balance Sheet for all F.Y	Profit & Loss and Balance Sheet (with annexure and Form in case of tax audit) **(all account statement should be verified by firm having valid UDIN)**

9. FINANCIAL PROPOSAL / PRICE BID:

a. Only pdf copies of the above documents are to be uploaded virus scanned & Digitally Signed by the Agency.

b. Financial capacity of a bidder will be judged on the basis of information furnished in Section. II and Clause.1.2 above.

c. The bidder shall submit its **price bid** in Indian Rupees and all payments under this contract will be made in Indian Rupees.

d. The prices in the Price Bid shall be exclusive of Goods and Service Tax or any other applicable taxes and Cess as may be levied by the Government from time to time. Such Taxes and Cess, as applicable, will be paid extra reimbursed along with the Monthly Bills.

e. The rate shall be quoted in the B.O.Q. under Financial Bid only. Quoting of rate anywhere else in the Bid document, shall result in rejection of the bid summarily.

10. SUBMISSION OF ONE SET OF CONFIRMATORY HARD COPY:

a) Bidders are required to submit **one set of confirmatory copy** of the uploaded Techno-commercial Bid along with the proof of full filament of Technical Qualification (properly indexed) in a sealed envelope **superscribed as "Hard Copy of Technical Qualification".**

b) Bidders must submit the "EMD (original), if submitted as BG" together in one sealed envelope whereas the Confirmatory Hard Copy must be submitted in a separate sealed envelope **superscribed as " Bid Security"**.

c) The above two sealed envelopes must again be enclosed in one sealed envelope clearly stating the NIT number and Subject matter and must be submitted to **the General Manager (HR&A), TP&AS, 8th Floor, 'D' Block, Vidyut Bhavan, Block-DJ, Sector-II, Salt Lake, Kolkata-700091** on or before the date as specified in the NIT above

d) Bidders are not required to submit any hard copy of the Price/Financial Bid.

e) Legally enforceable documents such as Power of Attorney, Affidavit etc. shall only be submitted in original in hard copy with the Confirmatory Techno-Commercial Bid.

f) Failure of submission of any of the abovementioned documents will render the bidder liable to be rejected for both statutory & non statutory cover.

g) Please collect a proof of submission of these documents for future reference.

11. DEADLINE FOR SUBMISSION OF BIDS:

a) Bids must be received by WBSETCL at the online e-tendering portal address specified in NIT no later than the time and date mentioned in NIT. In the event of the specified date for submission of bids being declared a holiday for WBSETCL, the bids will be received up to the appointed time on the next working day. Such postponement of date will not have any impact on the other dates specified in the bidding documents

(i.e. bid validity and validity of bid security).

b) WBSETCL may, at its discretion, under intimation to the bidders who have purchased the bidding documents, extend the deadline for the submission of bids/ opening of bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of WBSETCL and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

c) In the event, the deadline for submission of bid is extended by WBSETCL, the bidders who have already submitted their bids within the original deadline of submission shall have the option to submit their revised bid in substitution either in full or in part of earlier bid.

d) In the absence of a revised bid from any bidder, the original bid shall be considered for opening and subsequent evaluation. In such cases, the bidder would necessarily be required to extend the bid validity period up to the date relevant to the extended date of bid opening. Failure to extend the bid validity by such bidder shall entitle the Client to forfeit his bid security.

12. BID OPENING:

a) WBSETCL will open the bids electronically at e-tendering portal by the authorized personnel using their Digital Signature Certificate (DSC), at the scheduled date & time for opening of bids as mentioned in NIT or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of Single-stage two envelope bidding. In the event of the specified date for the opening of bids being declared a holiday for WBSETCL or suspended for any involuntarily reasons, the bids will be opened at the appointed time & date which shall be intimated / communicated to all the intending bidders.

b) The bidders' representatives who desire may attend / witness the bid opening event through e-tendering portal at their respective end.

c) Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder)for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will be summarily rejected.

d) Bids that are not opened at bid opening will not be considered for further evaluation, regardless of the circumstances. The reason for which bids are not being opened will be notified to all the bidders through e-tendering portal.

e) The bidders' names, bid withdrawal and the presence or absence of the requisite bid security and such other details as WBSETCL, at his discretion, may consider appropriate will be notified in the e-tendering portal at the bid opening date.

f) In the case of Single stage two-envelope bids, on the date of opening of bid, the techno-commercial bid shall only be opened. The date for opening of the Price bid shall be intimated electronically at the appropriate time to the bidders whose bid is found responsive in the techno-commercial evaluation.

g) The list of eligible bidders will be considered and uploaded in the web portals.

h) In the event, WBSETCL, in its discretion, decides not to open the bid for want of adequate response to the bidding, WBSETCL may either extend the bid or cancel the bidding process.

13. CLARIFICATION ON BIDS :

During bid evaluation, WBSETCL may, at its discretion and if so required, ask the bidders for any clarification on any other matter related to its bid except to the extent in 2.10.2. The request for clarification required from the bidder and the response thereto shall be in writing and shall be delivered by registered post/speed post/ courier/ hand delivery under acknowledgement / email/fax so as to reach WBSETCL within the time specified in the request for clarification issued by WBSETCL. Any post-bid change in the price or substance of the bid shall not be sought, offered or accepted, if given by the bidder.

14. TECHNICAL BID EVALUATION:

a) WBSETCL shall follow two bid system where the technical bid and financial bid shall be evaluated separately.

b) The Bidder shall be required to produce attested copies of the relevant documents in support of the documentary evidences for being considered during technical evaluation.

c) A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of Clause 25. The Technical Bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will not be opened online. The responsiveness of the bid shall be judged by:

(i) Receipt of duly filled, signed and accepted bid documents in complete form, including Authorization letter.

(ii) Receipt of valid EMD with requisite amount in acceptable format.

(iii) Documents in support of proof of meeting the Qualifying Requirement.

(iv) Any other document(s), as may be required to support the responsiveness of the bidder as per the tender.

d) The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, WBSETCL may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by WBSETCL shall not be considered. WBSETCL's request for clarification and the response shall be in writing.

e) If a bidder does not provide clarifications of its bid within the date and time set in WBSETCL's request for clarification, its bid may be rejected.

f) WBSETCL also reserves the right to seek confirmation/clarification from the issuing agency of the supporting documents submitted by the bidder if required. Any deviation / discrepancies in the submitted documents /information may disqualify the

bidder.

g) Bidder can submit bid for one / more Trans Zones as per their preference. Bids for respective Zones will be evaluated independently.

15. FINANCIAL BID OPENING PROCEDURE:

a) The Financial Bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders or their authorized representatives, who choose to be present at the time of opening of tender.

b) Absence of bidders or their authorized representatives shall not impair the legality of the process.

c) The bidder(s) who will qualify in the technical evaluation stage shall only be called for opening of Financial Bids.

d) The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot. However, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error(s) in the financial bid.

16. PROCEDURE OF EVALUATION OF BIDS:

a) WBSETCL will carry out a detailed evaluation of the bids determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. Bids submitted by bidders with any technical or commercial deviations may be liable to be rejected. Bidders shall submit a filled-in proforma.

b) WBSETCL will determine to its satisfaction whether the selected bidder has submitted the lowest evaluated responsive bid and is qualified in terms of the qualifying requirements stipulated in NIT and has the adequate capacity and capability to execute the Order.

c) WBSETCL may ask any of the bidders to submit analysis to justify the rates quoted by them.

d) Wherever mentioned in the NIT, the evaluation will take into account the bidder's capacity and capabilities, in particular its work in hand and future commitments wherever required. It will be based upon an examination of the documentary evidence of the bidder's capability submitted by the bidder, as well as such other information as WBSETCL deems necessary and appropriate.

e) The Zone wise final evaluated bid prices of all the qualified bidders shall be compared among themselves to determine the lowest evaluated bid for the respective zone. However, WBSETCL reserves the right not to accept the lowest bidder. The evaluation of bid shall be done on the basis of zone wise total quoted price for entire scope of service of respective zone.

17. CORRECTION OF ARITHMETICAL ERRORS IN PRICE BID:

a) Arithmetical errors will be corrected at the time of evaluation of price bid and the

corrected figure will be considered for bid evaluation. The corrections in the bid price shall be done as per the provisions of this clause and shall be binding on the bidder. If the bidder does not accept the correction of errors as per the provisions of this clause, his bid will be rejected and the bid security will be forfeited.

b) If there is a discrepancy between the product of unit price and quantity and the total price for the concerned item, the product of unit price and quantity will prevail and the total price will be corrected. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words will prevail.

c) The total price so corrected shall be considered for the purpose of evaluation of bid. However, for the purpose of award, the corrected price by WBSETCL or the bid price quoted by the bidder, whichever is lower, will be taken.

d) Bids will be corrected for the rates of taxes & duties if incorrect rates are taken by the bidder. For the purpose of bid comparison and evaluation, the rates of taxes & duties in force as on 7(Seven) days prior to the last date of submission of bids would be considered.

18. SELECTION OF THE SUCCESSFUL BIDDER:

a. *All participating bidders shall submit their price bids for **both Groups**. The Agency shall be entitled to a Service Charge, which shall be quoted by the concerned agency on a **percentage (%) basis** and mentioned in the **Price Schedule / BOQ**. Service Charge will be applicable on Basic Minimum Wage per month / per head basis.*
*However, the L1 bidder shall be selected on the basis of the lowest Service Charge quoted by the bidder for **Group A**. The overall work shall be awarded to that L1 bidder.*
The selected L1 bidder shall also be required to execute the work under Group B at the L1 rate applicable to that Group, irrespective of the rate quoted by the selected bidder. In other words, the L1 bidder shall execute the work under Group B at the lowest rate quoted by any bidder for Group B.

b. In case of tie in total lowest service charge, L1 bidder will be selected as per norms stated under Memorandum No. **No.2320-F(Y) dated.07.06.2022 of the Finance Department, Govt. of West Bengal.**

c. In case WBSETCL found that L1 bidder is not willing to work for any reasons after evaluation or after issuance of LOA etc. i.r.o this NIT, WBSETCL may ask **L2, L3 so on** bidders to work at **L1 rate**. If that bidder shall provide their consent to work at L1 rate, LOA may be placed to that bidder.

d. Decision of WBSETCL regarding allotment of work amongst the selected agency will be final.

19. MISREPRESENTATION BY THE BIDDER:

If the bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the bid, in any manner whatsoever, in order to create circumstances for the acceptance of the bid, the Client reserves the right to reject such bid and/or cancel the LoA, if issued.

20. 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 bidders. Repeated occurrence of such evidence of above bidders may also be viewed seriously by WBSETCL and penal measures as deemed fit would be imposed on such bidders.

21. RETURNING OF EARNEST MONEY DEPOSIT(EMD)/BID SECURITY:

a) The Earnest Money Deposit (EMD)of the unsuccessful bidders in the Technical Bid evaluation stage shall be returned within15(Fifteen)days of opening of the Financial Bids.

b) The Earnest Money Deposit (EMD) of the unsuccessful bidders in the Financial Bid evaluation stage shall be returned within15 (Fifteen)days after placement of order to L1 bidder.

c) The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender within 15(Fifteen) from the date of cancellation.

d) In all cases, the Earnest Money Deposit (EMD) will be returned upon receipt of application from the bidders.

e) The EMD of successful bidder, who gets the contract, will be refunded / returned after receipt of the Contract Performance Guarantee (CPG).

22. RIGHT OF ACCEPTANCE:

a) WBSETCL reserves the rights to accept or reject any bid partly or fully including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the competent authority of WBSETCL in this regard shall be final and binding.

b) WBSETCL reserves the right to award any or part or full contract to any successful bidders at its discretion and this will be binding on the bidders.

c) In case of failure to comply with the mentioned provisions of the terms and conditions by the contractor, which will be awarded the contract, the competent authority of WBSETCL reserves the right to award the contract to the next higher bidder or any other outside agency. Further, the difference of prices and any other incidental charges shall be recovered from the defaulting bidder, which has been awarded the initial contract and this will be binding on the said bidder.

23. In addition, to the above, following documents must be uploaded or submitted as hard copy with the bids, as a part of his techno-commercial bid, documents establishing the bidder/agency's qualifications to execute the Order to the satisfaction of the WBSETCL. All documents required to establish bidder/agency's financial and technical qualification must be submitted as part of techno-commercial bid. In particular, the following documents need to be uploaded by the bidder/agency:

a. **Copy of valid certificate / authorization duly issued by any Certifying Authority (CA) under the Controller of Certifying Authorities (CCA), Government of India, this certificate / authorization shall contain the tender number. The Certifying Authority (CA) must have been operational for the issuance of DSCs for at least five (5) years.** [**Applicability up to the extent of meeting Technical QR**].

b. Copies of work order of few Major reputed organisations/Department of Government of India or Government of West Bengal/ Public Sector Undertakings / Statutory bodies/ MNC towards execution of similar types of works. [Applicability up to the extent of meeting Technical QR].

c. Audited Annual Accounts of the company for the last Five (5) years. (in case of companies)

or

IT Return duly acknowledged by the tax department for the last Five (5) years (in case of bidder/Agency other than companies). [**Applicability up to the extent of meeting Financial QR**].

d. Self-declaration that the bidder/agency should not have been debarred or blacklisted by any State or Central govt/ PSU in India while executing similar nature of work. If any dispute is pending at any Court of Law or under any arbitration / similar process pending decision of debarring / blacklisting, detailed information must be enclosed.
The Bidder / agency who have been delisted or debarred or blacklisted by any State or Central Government/ PSU in India while executing similar nature of work shall not be eligible any way.

e. Copies of Income tax/ Professional Tax Clearance Certificate / P.T (Deposit Challan)/ PAN card / GST Registration Certificate.

f. Registered Deed of partnership Firm / Article of Association & Memorandum/ Certificate of incorporation in India etc.

g. Documents to provide evidence that Registered office/Service Centre of the bidder/agency is within Kolkata jurisdiction.

In addition to above, the bidder/agency shall also be required to meet the eligibility conditions and submit duly signed copy of Power of Attorney in favour of Signatory of the Bid as per Annexure: 4 & an Affidavit regarding Eligibility (duly notarized) as per Annexure: 6 of Section V-A of the bidding documents.

N.B.: ***The Original Power of Attorney in favour of Signatory of the Bid as per format, an Affidavit regarding Eligibility (duly notarized) as per format of the bidding documents shall be submitted physically to the Office of The General Manager (HR&A), TP&AS, WBSETCL under sealed cover on or before the scheduled date & time as specified above.***

Notwithstanding anything stated herein, WBSETCL reserves the right to inquire and review the bidder/agency's capability and capacity to complete the scope of work.

24. WBSETCL reserves the right to accept or reject any bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no bidder/agency shall have any claim arising out of such action.

25. Address for seeking any clarifications on the bid documents:

Office of the GM(HR&A), TP&AS, WBSETCL

(END OF SECTION II)

SECTION -III: Brief Scope of Work & Evaluation Criteria

Group	Description of Works
Group A	**Monthly engagement of 10(ten) nos. technical personnel at ten Helpdesk for facilitating e-tender process & GeM procurement. [i.e., one technical personnel for each Helpdesk].**
Group B	**Creation of DSC Class-III [sign + encryption] with USB token, with a validity of two years**

1.The agency shall be required to pay minimum wages as applicable to **"Data Entry Operator" under the "Skilled" category**, as notified under the Schedule **"Establishment as defined under The Shops & Establishment Act, 1963"**.

2.The present notified minimum wage under the aforesaid category is **12,777/- per month**, which is subject to revision **twice in a calendar year** in accordance with the applicable Government notifications. **Accordingly, wage calculation of the deployed Helpdesk Personnel is as follows:**

Sl No.	Description	Amount in Rs.
1	**Basic / Minimum Wages**	**12777**
2	**Bonus @8.33% of Sl. No.1**	**1064.32**
3	**ESI/Insurance/ Premium @3.25% on Sl No.1&2**	**415.25**
4	**EPF @13% of Sl. No.1**	**1661.01**
5	**Per head monthly cost in Rupees**	**15917.58**
8	**Total no. of Head**	**10**
9	**Cost per month without GST in Rupees**	**159175.80**
10	**GST @ 18% in Rupees**	**28651.64**
11	**Cost per month with GST in Rupees for 10 Helpdesk Personnel**	**187827.44**

3.The deployed helpdesk personnel shall be posted in the following Units of the Company:

a.Procurement Department, Vidyut Bhavan, Saltlake.

b.O&M-II H.Q, Vidyut Bhavan, Saltlake.

c.Kolkata Tr Zone, Kasba 220kv Sub-station Complex, Kolkata.

d.Kalyani Tr Zone, Jeerat 400kv Sub-station Complex, Jeerat, North 24 Pgs.

e.Berhampore Tr Zone, Berhampore Town, Dist: Murshidabad.

f.Chinsurah Tr Zone, Rishra 220kv Sub-station Complex, Dist: Hooghly.

g.Durgapur Tr Zone, Durgapur 400kv Sub-station Complex, Dist: Paschim Burdwan

h.Midnapore Tr Zone, Midnapore 220kv Sub-station Complex, Dist: Paschim Midnapore

i.Raiganj Tr Zone, Raiganj, Dist: Uttar Dinajpur.

j.Siliguri Tr Zone, Power House Complex, Siliguri, Dist: Darjeeling

4.Service Charge which have to claim on **" % " (percentage) basis by the concerned agency on the minimum wage** under **Group A** for engagement of technical personnel and have to mentioned in the BOQ.

5.Minimum wages will be revised twice in a Calander year as per Govt. notification.

6.Agency have to pay EPF Contribution, ESIC Contribution & Bonus Contribution in the basis of the Minimum Wage which shall be reimbursed to them by WBSETCL with the bill.

a. ***7.All participating bidders shall submit their price bids for both Groups. The Agency shall be entitled to a Service Charge, which shall be quoted by the concerned agency on a percentage (%) basis and mentioned in the Price Schedule. Service Charge will be applicable on Basic Minimum Wage per month / per head basis.***

However, the L1 bidder shall be selected on the basis of the lowest Service Charge quoted by the bidder for Group A. The overall work shall be awarded to the L1 bidder.

The selected L1 bidder shall also be required to execute the work under Group B at the L1 rate applicable to that Group, irrespective of the rate quoted by the selected bidder. In other words, the L1 bidder shall execute the work under Group B at the lowest rate quoted by any bidder for Group B.

8.Separate evaluation will not be considered under Group B.

9.All the deployed Helpdesk Personnel should have adequate knowledge and experience in handling and facilitating various procurement activities through the Ge-M Portal (Government e Market Place) as well as to the WB e-Tender Portal.

10. Provision of providing Additional Manpower: During the contract period, if the Ordering Authority assesses that additional manpower is required due to the commissioning of upcoming units, expansion of activities, increase in workload, or operational requirements of existing units, the Contractor shall, upon written instruction from the Ordering Authority, provide up to **five (5) additional manpower** over and above the manpower specified in the contract, with same rate, terms & conditions.

SECTION – IV : INSTRUCTION TO BIDDERS / AGENCY (ITB)

ITB. 1. Responsibility of bidder/agency

ITB.1.1. The WBSETCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder/agency or regarding information, interpretations or deductions the bidder/agency may derive from the data furnished by the WBSETCL. Verbal agreement or conversation with any employee of the WBSETCL either before or after the submission of bid shall not affect or modify any of the terms or obligations contained herein.

ITB.1.2. It shall be the sole responsibility of bidder/agencies to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the bid price, duration and execution of the project.

ITB.1.3. It must be understood and agreed by the bidder/agencies that factors which may affect the cost, duration and execution of the scope of work has properly been investigated and considered while submitting the bid. Claims whatsoever, including those for financial adjustment in the price of the Contract awarded in accordance with these bidding documents, will not be entertained by the Purchaser. Neither any change in time schedule of Contract nor any financial adjustments arising therefore, which are based on the lack of investigation or its effect on the cost of the Contract to the bidder/agency, shall be permitted by the Purchaser.

ITB. 1. Process to be confidential

ITB.1.1. Subject to ITB. 3, no bidder/agency shall contact the Purchaser on any matter related to its bid from the time of opening of the bids to the time the Contract is awarded.

ITB.1.2. Any effort by a bidder/agency to influence the Purchaser 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.

ITB. 2. Clarifications on bidding documents

ITB.1.4. A prospective bidder/agency requiring any clarification on bidding documents may notify the WBSETCL in writing by post or fax, as per Annexure: 12 of Section VI-B, to the address mentioned in NIT, not later than the date and time specified in NIT. The WBSETCL will issue clarification(s) as he may think fit not later than fifteen (15) days prior to the deadline/ extended deadline for submission of bids prescribed by the WBSETCL. All such clarifications shall form part of the bidding documents and shall accompany the bidder/agencies proposal. Written copies of the WBSETCL's response (including an explanation of the query but without identifying its source) will be uploaded in the e-tendering portal in the corrigendum folder which shall be available to all the participant bidder/agencies.

ITB.1.5. Any queries sent by the bidder/agencies after the date and time notified in NIT or any extended date, if any, shall not be entertained.

ITB. 2. Cost of bidding

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

ITB. 3. Pre-Bid meeting

ITB.3.1. The bidder/agency or its authorised representative is invited to attend pre-bid meeting to be held on the date, time and location specified in schedule. The purpose of the meeting will be to clarify the exact scope of work, and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at that stage by the bidder/agency. The Purchaser shall not be under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for by the prospective bidder/agency.

ITB.3.2. Any modification/amendment of the bidding documents shall be made by the Purchaser exclusively through the issue of an amendment.

ITB.3.3. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder/agency but at the same time shall not entitle them to raise any query at a later date.

ITB.3.4. Any essential requirement not included in the Price Schedules but required for successful operation as per scope of Contract shall be indicated by the bidder/agencies as per Annexure 12(Proposed Modification) and submitted before the pre-bid meeting by the date specified in the schedule. The Purchaser shall make related modifications/ amendments as may be considered necessary based on this form in the bidding documents as per provisions mentioned in this clause.

ITB.3.5. Bidder/agencies shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Purchaser has considered such amendments.

ITB. 4. Amendment of bidding documents

ITB.4.1. At any time, but not later than ten (10) days prior to the deadline for submission of bids, the WBSETCL may, for any reason, modify the bidding documents by issue of an addendum/amendment.

ITB.4.2. The addendum/amendment will be uploaded in the e-tendering portal and all such amendments/addendums will be binding upon them. WBSETCL shall assume that the information contained therein will have been taken into account by the bidder/agency in its bid. WBSETCL will bear no responsibility or liability arising out of non-compliance of the same in time or otherwise by the bidder/agency.

ITB.4.3. In order to afford prospective bidder/agencies' reasonable time in which to take the addendum/amendment into account in preparing their bids, WBSETCL may, at its discretion, extend the deadline for the submission of bids.

ITB.4.4. For the information of bidder/agencies, the addendum/ amendments, if any, shall be uploaded on the website. The bidder/agencies may visit the website of WBSETCL from time to time in their own interest.

ITB. 5. Right to split Order

The total Services as per the scope of work will be awarded to a single bidder/agency based on the evaluation of the bids without any splitting. Bids submitted for part of the scope of work will not be considered eligible for evaluation.

ITB. 6. Language of the bid

The bid prepared by the bidder/agency and all correspondences and documents relating to the bid, exchanged between the bidder/agency and the WBSETCL shall be written in the English language, provided that any printed literature furnished by the bidder/agency may be written in another language so long as the bid is accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

ITB. 7. Documents constituting the bid

The bid to be uploaded duly digitally signed by the bidder/agency which shall consist of the following documents:

a. Bid proposal as per Annexure: 1 of Section VI-A

b. Price Schedule as per Annexure:2 of Section VI-A

c. Forwarding letter for submission of Bid Security as per Annexure: 3a of Section VI-A

d. Bid Security, if in the form of Bank Guarantee / Demand Draft, shall be as per Annexure: 3b of Section VI-A

e. A Power of Attorney, in original, as per Annexure: 4 of Section VI-A duly attested by a Notary Public, authorising that the person(s) signing the bid has/have the authority to sign the bid and to make the bid binding upon the bidder/agency.

f. Filled up form as per Annexure: 5A to 5C of Section VI-A to establish that the bidder/agency meets the qualification requirements.

g. An Affidavit as per Annexure: 6 of Section VI-A affirming the eligibility of the bidder/agency.

h. Information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution as per Annexure: 6a of Section VI-A

i. Technical Compliance Form, duly signed by the bidder/agency, as per Annexure: 7 of Section VI-A to demonstrate the adequacy of the bidder/agency's proposals to meet the technical specifications.

j. Any other additional information/ document considered relevant to the bid as per Annexure: 8 of Section VI-A

k. Filled-in proforma of the "Deviation Sheet" as per Annexure: 9 of Section VI-A

l. GCC, SCC and Technical Specifications, duly signed by the authorized signatory of the bidder/agency.

ITB. 8. Bid Prices

ITB.8.1. The bidder/agency shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the works and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the bidder/agency under the Contract and all materials and things necessary for the proper operation and maintenance of the Works and services.

ITB.8.2. All the prices shall be quoted in INR (Indian rupees) only. The prices quoted by the bidder/agency shall be firm during the entire period of Contract/ LoA and not subject to variation on any account. The total price at the bottom of Price Schedule shall be indicated both in figures and words and Price Schedule shall be signed on each page by authorized representative of the bidder/agency.

ITB.8.3. If rebate/discount is offered, the overall discount in percentage shall be brought out in the Price Schedule. Conditional rebates/discount, if any, offered by any bidder/agency shall not be considered during bid evaluation.

ITB.8.4. Quoted price shall be inclusive of all Taxes and Duties, as may be applicable.

ITB. 9. Period of validity of bids

ITB.9.1. The bids submitted by the bidder/agency shall remain valid for a period specified in NIT. A bid valid for a shorter period than that prescribed in the NIT shall be rejected by the WBSETCL.

ITB.9.2. In exceptional circumstances, WBSETCL may solicit the bidder/agency's consent to an extension of bid validity for a further period without any change in the terms and conditions of the offer. The request and response thereto shall be made in writing by post or fax followed by post confirmation. The bidder/agency may refuse the request without having his bid security forfeited. Bidder/agencies agreeing to the request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of ITB. 12 regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

ITB. 10. Bid Security

ITB.10.1. The bidder/agency shall furnish bid security along with a covering letter, as per Annexure : 3a of Section VI-A, for an amount specified in the NIT, in the form of a Demand Draft/ Banker's Pay Order/ Banker's Cheque, at its option, from any scheduled commercial bank drawn in favour of "WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED" payable at Kolkata or, a Bank Guarantee from any scheduled commercial bank favouring WBSETCL which shall remain valid for a period of one hundred and eighty (180) days from the next day of

final bid opening date with a further claim period of thirty (30) days, in the prescribed proforma in one (1) original and one (1) copy. The original Demand Draft / Pay Order/ Bank Guarantee against Bid Security (As per Annexure-3a/b) should be submitted physically to the Office of The General Manager (HR&A), WBSETCL under sealed cover on or before the scheduled date & time as specified in the Detailed NIT.

ITB.10.2. Any bid not accompanied with the bid security in adequate value and/or the forwarding letter as per Annexure: 3aof Section VI-A will be rejected by the WBSETCL and returned to the bidder/agency with in thirty (30) days of the bid opening date.

ITB.10.3. The bid security shall be forfeited in the following circumstances:

a. If the successful bidder/agency fails, within the specified time limit to accept the Purchase Order/ LoA unconditionally or, to furnish the Performance Guarantee, in accordance with wherever such guarantee is required to be furnished.
b. If the bidder/agency withdraws its bid as a whole or in part as per ITB. 15, during the period of bid validity specified by the bidder/agency in its bid.
c. If the bidder/agency deviates from any clarification/confirmation given by him subsequent to submission of his bid.
d. If the bidder/agency does not extend the bid validity as required under ITB.14.4.

ITB.10.4. Bid security of the unsuccessful bidder/agencies will be returned as promptly as possible after the expiration of the validity of bid security or after the issue and acceptance of Purchase Order/ LoA by the successful bidder/agency, whichever is earlier.

ITB.10.5. The bid security of the successful bidder/agency will be adjusted towards security deposit as per ITB.10.1.

ITB.10.6. No interest shall accrue and be paid by WBSETCL on the bid security.

ITB. 11. Submission of bids

ITB.11.1. Tender documents may be downloaded from website and submission of Technical-Commercial Bid and Price Bid will be done by uploading the same in respective designated folder as per Time Schedule stated in Sl. No.2 of Detailed NIT. Both Techno-commercial Bid and Price Bid are to be submitted concurrently duly digitally signed in the website **https://wbtenders.gov.in/** .The intending tenderers are required to quote the rate online. Tenders are to be submitted through online to the website in respective folders at a time for each work, one in Techno-commercial Proposal & the other is Price Proposal before the prescribed date &time using the Digital Signature Certificate (DSC). The virus scanned documents are to be uploaded duly digitally signed. The documents will get encrypted (transformed into non readable formats).

ITB.11.2. The bid shall be duly digitally signed by the person duly authorized by the bidder/agency. A scanned copy of **Original power of attorney** of the signatory of bid as per the format given in Annexure: 4 of Section V-A has to be uploaded by the bidder/agency.

ITB.11.3. Any interlineations, erasures, overwriting, cutting or alteration shall only be valid if they are initialed by the authorized signatory to the bid.

ITB.11.4. Bids may be uploaded within the scheduled time frame as mentioned in the Cl.No.2 of the Detailed NIT. The WBSETCL shall not be responsible for any delay in submission of the bid in the online e-tendering portal.

ITB.11.5. **General guidance for e-Tendering:**

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the Bidder/Agencies to participate in e-Tendering.

i. Registration of Bidder/Agency:

Any bidder/agency willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to **https://etender.wb.nic.in or https://wbtenders.gov.in** the Bidder/Agency is to click on the link for e-Tendering site as given on the web portal.

ii. Digital Signature certificate (DSC):

Each bidder/agency is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved Bidder/Agency of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.

iii. The bidder/agency can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

iv. Participation in more than one work:
A prospective bidder/agency shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

v. Submission of Tenders:
Tenders are to be submitted through online to the website stated above in two folders at a time for each work, one in Techno-commercial Proposal & the other is Price Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

vi. ***Techno-commercial Proposal***:
Techno-Commercial proposal should consist of the given below documents and should be uploaded (or send OFF line, if mentioned) in the given below manner:

A. Technical Packet Cover: Containing the following documents:

1. DOCUMENTS WHICH SHOULD BE UPLOADED IN THE SUB-FOLDERS PROVIDED UNDER "FEE/PREQUAL/TECHNICAL" COVER)

1st Folder Name:-> (Bid Proposal, Power of Attorney,* Affidavit*)

Documents:

a. Bid proposal as per **Annexure: 1** of Section VI-A

b. A scanned copy of Original Power of Attorney, as per **Annexure: 4** of Section VI-A duly attested by a Notary Public, authorising that the person(s) signing the bid has/have the authority to sign the bid and to make the bid binding upon the bidder/agency is to be uploaded. (*While the original Power of Attorney shall be submitted physically(offline) to the Office of The General Manager (HR&A), WBSETCL under sealed cover on or before the scheduled date & time as specified in the detailed NIT*).

c. A scanned copy of Original notarized Affidavit as per **Annexure: 6** of Section VI-A affirming the eligibility of the bidder/agency is to be uploaded. (*While the original Affidavit regarding Eligibility shall be submitted physically (offline) to the Office of The General Manager (HR&A), WBSETCL under sealed cover on or before the scheduled date & time as specified in the detailed NIT*).

2nd **Folder Name:-> (EMD, Tender Fee and Forwarding Letter for Bid Security)**

Documents:

a. A scanned copy of Bid Security, in the form of Bank Guarantee/Pay Order/Demand Draft, shall be as per **Annexure: 3b** of Section VI-A is to be uploaded. (*While the original Bid Security shall be submitted physically (offline) to the Office of The General Manager (HR&A), WBSETCL under sealed cover on or before the scheduled date & time as specified in the detailed NIT*).

b. Forwarding letter for submission of Bid Security as per **Annexure: 3a** of Section VI-A to be uploaded.

c. A scanned copy of Tender Fees, in the form of Banker's Cheque/Pay Order/Demand Draft, shall be as per **Clause No. 2.0** of Detailed NIT is to be uploaded. (*While the original Tender Fee shall be submitted physically (offline) to the Office of The General Manager (HR&A), WBSETCL under sealed cover on or before the scheduled date & time as specified in the detailed NIT*).

3rd Folder Name:> (Annexures)

Documents:

a. Filled up form as per **Annexure: 5A to 5C** of Section VI-A to establish that the bidder/agency meets the qualification requirements

b. Filled up form furnishing information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution as per **Annexure: 6a** of Section VI-A

c. Technical Compliance Form, duly digitally signed by the bidder/agency, as per **Annexure: 7** of Section VI-A to demonstrate the adequacy of the bidder/agency's proposals to meet the technical specifications.

d. Any other additional information/ document considered relevant to the bid as per **Annexure: 8** of Section VI-A

e. Filled-in proforma of the "Deviation Sheet" as per **Annexure: 9** of Section VI-A.

4th Folder Name:-> (NIT, Technical Spec., Corrigendum [if any])

Documents:

a. NIT
b. Technical Specification
c. Corrigenda published (if any).

B. Other Important Document (OID) Cover: containing the following documents:

a) The vendor must have proper experience in processing DSC and providing helpdesk to any State Govt. / Central Govt. Offices/ State or Central PSUs. LOA in respect of supplying DSC and deployment of Helpdesk have to be submitted with the bid.

b) The Vendor must be a valid Registration Authority (RA) duly authorized by any CA (Certifying Authority) under CCA, Govt. of India. Authorization Certificate must be submitted with the bid. Certifying Authority (CA) may also participate directly in the Tender and in that case authorization certificate of CCA, Govt. of India need to be submitted.

c) The vendor must have valid Professional Tax, GST certificate and valid Trade license; copies of the documents need to be submitted with bid.

d) You have to be abided by all the statutory obligations related to different labour laws and rules there under. You have to submit the receipt regarding deposition of contributions of PF and ESI i.r.o. your engaged / deployed personnel at the time of submission of your monthly bill.

e) Audited Annual Accounts of the company for the last Five (5) years (in case of companies)

or

IT Return duly acknowledged by the tax department for the last Five (5) years (in case of bidder/agency other than companies). [**Applicability up to the extent of meeting Financial QR**].

f) Self-declaration that the bidder/agency should not have been debarred or blacklisted by any State or central govt/ PSU in India while executing similar nature of work. If any dispute is pending at any Court of Law or under any Arbitration / similar process pending decision of debarring/ blacklisting, detailed information must be enclosed.

The Bidder/agency who have been delisted or debarred or Blacklisted by any State or Central Government/ PSU in India while executing similar nature of work shall not be eligible any way.

g) Copies of Income tax/ Professional Tax Clearance Certificate / P.T (Deposit Challan)/ PAN card / GST Registration Certificate.

h) Registered Deed of partnership Firm / Article of Association & Memorandum.

i) Documents to provide evidence that Registered office/Service Centre of the bidder/agency is within Kolkata jurisdiction.

N.B: Failure of submission of any of the above mentioned documents as stated under the head "**Technical Packet & Other Important Document Cover**" will render the tenderer liable to be rejected for both Technical Packet&Other Important Document Cover.

vii. ***Price Proposal***: Price proposal should consist of the given below documents and should be uploaded (or send OFF line, if mentioned) in the given below manner:

1. **DOCUMENTS WHICH SHOULD BE UPLOADED IN THE SUBFOLDERS PROVIDED UNDER "FINANCIAL" COVER**

   FOLDER NAME:->(BOQ)

   DOCUMENTS:

   A. **BOQ**

THE ABOVE STATED OID /TECHNICAL DOCUMENTS
SHOULD BE ARRANGED IN THE FOLLOWING MANNER

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Other Important Document (OID)' to send the selected documents to OID folder.

Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	**1.** GST Registration Certificate & Acknowledgement **2.** PAN **3.** P Tax (Challan) **4.** Latest IT Receipt **5.** IT-Saral
B.	Company Detail(s)	Company Detail	Proprietorship Firm (Trade License)/ Partnership Firm (Partnership Deed, Trade License)/ Society (Society Registration Copy, Trade License) etc. and Memorandum of Association and Articles of Association of the Company/Power of Attorney
C.	Credential	Credential -1 (Technical QR) Credential -2	1. Similar nature of Work done and Experience Certificate which is applicable for eligibility in this Tender. 2. Enlistment copy issued by department.

		(other papers)	
D	Financial Info	Work in Hand	Documents in support of Annexure-5C of Section VI A.

ITB. 12. Deadline for Submission of bids

ITB.12.1. Bids must be received by WBSETCL at the online e-tendering portal address specified in NIT no later than the time and date mentioned in NIT. In the event of the specified date for submission of bids being declared a holiday for the WBSETCL, the bids will be received up to the appointed time on the next working day. Such postponement of date will not have any impact on the other dates specified in the bidding documents (i.e. bid validity and validity of bid security).

ITB.12.2. The WBSETCL may, at his discretion, under intimation to the bidder/agency who have purchased the bidding documents, extend the deadline for the submission of bids/ opening of bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of WBSETCL and bidder/agency previously subject to the original deadline shall thereafter subject to the deadline as extended.

ITB.12.3. In the event, the deadline for submission of bid is extended by the WBSETCL, the bidder/agencies who have already submitted their bids within the original deadline of submission shall have the option to submit their revised bid in substitution either in full or in part of earlier bid.

ITB.12.4. In the absence of a revised bid from any bidder/agency, the original bid shall be considered for opening and subsequent evaluation. In such cases, the bidder/agency would necessarily be required to extend the bid validity period up to the date relevant to the extended date of bid opening. Failure to extend the bid validity by such bidder/agency shall entitle the Purchaser to forfeit his bid security.

ITB. 13. Withdrawal of bids

ITB.13.1. The bidder/agency shall not be permitted to withdraw their bid during the interval between bid submission deadline (as mentioned in NIT)and the period of bid validity as perITB.14.4.If any withdrawal of bid is made by the bidder/agency during the above period, it shall result in the forfeiture of the bid security.

ITB. 14. Bid Opening

ITB.14.1. WBSETCL will open the bids electronically at e-tendering portal by the authorized personnel(s) using their Digital Signature Certificate (DSC), at the scheduled date & time for opening of bids as mentioned in NIT or on the date and time as intimated to the bidder/agency on successful completion of evaluation of techno-commercial bids in case of Single-stage two envelope bidding. The bidder/agencies representatives who desire may attend / witness the bid opening event through e-tendering portal at their respective end. In the event of the specified date for the opening of bids being declared a holiday for the WBSETCL or suspended for any involuntarily reasons, the bids will be opened at the appointed time & date which shall be intimated / communicated to all the intending bidder/agencies.

ITB.14.2. Bids that are not opened at bid opening will not be considered for further evaluation, regardless of the circumstances. The reason for which bids are not being opened will be notified to all the bidder/agencies through e-tendering portal.

ITB.14.3. The bidder/agencies names, bid withdrawal and the presence or absence of the requisite bid security and such other details as WBSETCL, at his discretion, may consider appropriate will be notified in the e-tendering portal at the bid opening date.

ITB.14.4. In the case of Single stage two-envelope bids, on the date of opening of bid, the techno-commercial bid shall only be opened. The date for opening of the Price bid shall be intimated electronically at the appropriate time to the bidder/agencies whose bid is found responsive in the techno-commercial evaluation.

ITB.14.5. In the event, the WBSETCL, in its discretion, decides not to open the bid for want of adequate response to the bidding, the WBSETCL may either extend the bid or cancel the bidding process.

ITB. 15. Clarification on bids

ITB.15.1. During bid evaluation, WBSETCL may, at its discretion and if so required, ask the bidder/agencies for any clarification on any other matter related to its bid except to the extent inITB.17.2. The request for clarification required from the bidder/agency and the response thereto shall be in writing and shall be delivered by registered post/speed post/ courier/ hand delivery under acknowledgement/ email/ fax so as to reach the WBSETCL within the time specified in the request for clarification issued by the WBSETCL.

ITB.15.2. Any post-bid change in the price or substance of the bid shall not be sought, offered or accepted, if given by the bidder/agency.

ITB. 16. Correction of arithmetical errors in price bid

ITB.16.1. Arithmetical errors will be corrected at the time of evaluation of price bid and the corrected figure will be considered for bid evaluation. The corrections in the bid price shall be done as per the provisions of this clause and shall be binding on the bidder/agency. If the bidder/agency does not accept the correction of errors as per the provisions of this clause, his bid will be rejected and the bid security will be forfeited.

ITB.16.2. If there is a discrepancy between the product of unit price and quantity and the total price for the concerned item, the product of unit price and quantity will prevail and the total price will be corrected. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words will prevail.

ITB.16.3. The total price so corrected shall be considered for the purpose of evaluation of bid. However, for the purpose of award, the corrected price by the WBSETCL or the bid price quoted by the bidder/agency, whichever is lower, will be taken.

ITB.16.4. Bids will be corrected for the rates of taxes & duties if incorrect rates are taken by the bidder/agency. For the purpose of bid comparison and evaluation, the rates of

taxes & duties in force as on seven (7) days prior to the last date of submission of bids would be considered.

ITB. 17. Procedure of Evaluation of bids

ITB.17.1. The WBSETCL will carry out a detailed evaluation of the bids determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. Bids submitted by bidder/agencies with any technical or commercial deviations may liable to be rejected. Bidder/agencies shall submit a filled-in proforma as per Annexure:9 of Section VI-A.

ITB.17.2. The WBSETCL will determine to its satisfaction whether the selected bidder/agency has submitted the lowest evaluated responsive bid and is qualified in terms of the qualifying requirements stipulated in NIT and has the adequate capacity and capability to execute the Order.

ITB.17.3. Wherever mentioned in the NIT, the evaluation will take into account the bidder/agency's capacity and capabilities, in particular its work in hand and future commitments wherever required. It will be based upon an examination of the documentary evidence of the bidder/agency's capability submitted by the bidder/agency, as well as such other information as the WBSETCL deems necessary and appropriate.

ITB.17.4. The final evaluated bid prices of all the bidder/agencies shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest bid will be selected for placement of Order. However, the WBSETCL reserves the right not to accept the lowest bidder/agency.

ITB. 18. Letter of Award

ITB.18.1. After approval of bid evaluation by WBSETCL, the successful bidder/agency may be invited for pre-award discussions. After pre-award discussions and prior to the expiry of the period of bid validity, WBSETCL will notify the successful bidder/agency in writing by registered letter or by fax in two (2) copies, that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called `Letter of Award' or LoA) shall name the sum which WBSETCL will pay to the Bidder/Agency in consideration for as prescribed under the Contract.

ITB.18.2. Within ten (10) days of receipt of the LoA, the successful bidder/agency shall sign and return one (1) copy of the same to WBSETCL as acknowledgment of acceptance of the same.

ITB.18.3. The LoA will constitute the formation of the Contract.

ITB. 19. Signing of Contract Agreement

ITB.19.1. WBSETCL will send the successful bidder/agency the Contract Agreement (on judicial stamp paper of appropriate value) in three (3) copies incorporating all agreements between the parties duly signed by the authorised signatory of the Purchaser along with the LoA.

ITB.19.2. Within ten (10) days from the date of acceptance of LoA, the successful bidder/agency shall sign the Contract Agreement and return two (2) copies to the Purchaser and retain one (1) copy of the same.

ITB. 3. Contract Performance Guarantee (CPG) / Performance Security

ITB.3.1. The Bidder/Agency shall furnish an unconditional and irrevocable Contract Performance Guarantee (CPG) in favour of the WBSETCL as per the format provided in Annexure: 13 of Section V-B, towards performance guarantee for faithful and due fulfilment of all obligations under the Order within thirty (30) days from the date of issue of the Purchase Order. The Contract Performance Guarantee shall normally be furnished for an amount equal to **Rs.5,66,426.00** or as may be specified in the LOA from a scheduled commercial bank in India, the Performance security shall remain valid up to ninety (90) days after the **two years** contract period, with an additional claim period of thirty (30) days. If the contract period will be extended the period of CPG have to be extend by the agency.

ITB.3.2. **Additional Performance Guarantee**: If the recommended bidder (L1 bidder) has quoted the service charge @ rate less than by 20% of the WBSETCL's NIT Cost Estimate for total Charges in the bid, the bidder shall be asked to furnish **Additional Performance Security** (e.g. Bank Guarantee/ Demand Draft) equal to 10% of the NIT Cost Estimate valid up to the end of the Contract Period at bidder expense over and above the normal Contract Performance Guarantee (CPG).

ITB.1.1. Failure of the successful bidder/agency to submit performance security as stated herein shall constitute sufficient ground for annulment of the award and forfeiture of his bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder/agency or call for new bids.

ITB. 4. Variations

ITB.19.3. The Bidder/Agency shall not modify the specification and specific services except under direction in writing by the Purchaser. The Purchaser shall have the right to alter, amend, omit or otherwise vary the quantity/item of the services by notice in writing to the Bidder/Agency and the Bidder/Agency shall carry out such variations.

ITB. 20. Misrepresentation by the bidder/agency

If the bidder/agency conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the bid, in any manner whatsoever, in order to create circumstances for the acceptance of the bid, the purchaser reserves the right to reject such bid and/or cancel the LoA, if issued.

ITB. 21. Corrupt or Fraudulent Practices

ITB.21.1. The WBSETCL requires that the bidder/agencies to observe the highest standards of ethics during the procurement and execution of the Order.

ITB.21.2. In pursuance of this policy, the WBSETCL defines, for the purposes of this provision the terms set forth below as follows:

a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in execution of the Order.

b. "Fraudulent practice" means a misinterpretation of facts in order to influence the procurement process or the execution of Order to the detriment of the WBSETCL, and includes collusive practice among bidder/agencies (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the WBSETCL of the benefits of free and open competition.

ITB.21.3. WBSETCL will reject a bid or cancel the Purchase Order/ LoA if already placed, if it determines that the bidder/agency recommended for award or on whom the Purchase Order/ LoA has already been placed has engaged in Corrupt or Fraudulent practices in competing for the Order in question.

ITB.21.4. WBSETCL may declare a firm ineligible for issue of Purchase Order/ LoA, either indefinitely or for a stated period of time, if it any time determines that the firm has engaged in Corrupt or Fraudulent practices in competing for or in executing an earlier order of the WBSETCL.

ITB. 22. WBSETCL's right to accept any bid, and to reject any or all bids

WBSETCL 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 Purchase Order/ LoA, without thereby incurring any liability to bidder/agencies.

SECTION - V: GENERAL CONDITION OF CONTRACT(GCC)

GCC.1. Definitions

The following words and expressions shall have the meaning hereby assigned to them.

GCC.1.1. "Commencement Date" means the date of Letter of Award (LoA) or any other date specified therein.

GCC.1.2. "Contract" means all the Contract Agreement(s) entered into between the Purchaser and the Bidder/Agency/ Agency, together with the Contract Documents referred to therein; they shall constitute the Contract and the term Contract shall include all such documents be construed accordingly.

GCC.1.3. "Contract Price" means the sum total of contract price stated in all the Letter of Award(s) as payable to the Bidder/Agency for execution of the entire Works and services under the scope of Contract subject to such addition & adjustments thereto or deductions there from as may be made pursuant to the Contract(s).

GCC.1.4. "Bidder/Agency" means the successful bidder/agency and, in case of a joint venture bid, the designated leader, whose bid has been accepted by the Purchaser, named as such in the Contract Agreement and included its legal successors and permitted assigns.

GCC.1.5. "Purchaser" means West Bengal State Electricity Transmission Company Limited (WBSETCL), Kolkata, and includes its legal successors and permitted assigns.

GCC.1.6. "Performance Guarantee" means the security to be provided by the Bidder/Agency/ Bidder/Agency in accordance with the due performance of the Contract.

GCC.1.7. "GCC" means the General Conditions of Contract hereof.

GCC.1.8. "Price Schedule" means the schedules or any part or individual schedule thereof, submitted by the bidder/agency with his bid and forming a part of the Contract Documents.

GCC.1.9. "Site" means the place or places, where services are to be executed by the Bidder/Agency with the consent of the Purchaser, use in connection with the work/ services other than merely for the purposes of access.

GCC.1.10. "Works" means and include all work or any part of the work thereof covered in the scope of the Contract, services as per Specifications, and completion, and putting into satisfactory service.

GCC.1.11. Government means Government of India or Government of West Bengal, as the case may be.

GCC.1.12. Periods:

In these provisions "Day" means calendar day. However, "Working day" as used herein means all calendar days excluding Sundays and Government holidays in West Bengal. "Month" and "Year" and all dates shall be reckoned according to the Gregorian calendar.

GCC.2. Contract documents

GCC.2.1. The following documents shall be deemed to form an integral part of the Contract

a. Instruction to Bidder/agencies
b. General Conditions of Contract, including any amendment/errata thereto
c. Special Conditions of Contract, including any amendment/errata thereto
d. The bid submitted by the Bidder/Agency/ Agency including letters of clarification exchanged between the Bidder/Agency/ Bidder/Agency and Purchaser
e. Technical Specifications (including any amendment/errata thereto) in respect of equipment/materials/Software/services to be supplied under this Contract
f. Letter of Intent, if issued by the Purchaser and its acceptance by the Bidder/Agency/ Bidder/Agency.
g. Letter of Award placed by the Purchaser and its acceptance by the Bidder/Agency/ Bidder/Agency.
h. Contract Agreement, if applicable

GCC.2.2. All Contract documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language as specified in this clause, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

GCC.3. Order of precedence of the documents

GCC.3.1. In the event of any ambiguity or conflict between the Contract Documents, the order of precedence shall be:

a. Contract Agreement and the Appendices thereto

b. Letter of Award including all documents referred to therein

c. Special Conditions of Contract

d. General Conditions of Contract

e. Technical Specifications

f. Bid form, Price Schedules and Annexure submitted by the Bidder/Agency/ Bidder/Agency.

GCC.4. Contract Execution

GCC.4.1. The Purchaser will issue the detailed Letter of Award incorporating commercial, technical and other allied terms and conditions.

GCC.4.2. If provided for in the LoA, within thirty (30) days from the issuance of the LoA, the Bidder/Agency has to submit the Contract Agreement on non-judicial stamp paper of appropriate value (as per the draft form annexed) including all related documents and the same has to be signed by both the parties. The authorized representative of the Purchaser will sign the Contract on behalf of the Purchaser. Power of Attorney of the authorised representative of the Bidder/Agency/

Bidder/Agency who will sign the Contract on behalf of the Bidder/Agency/ Bidder/Agency is to be submitted before signing of the Contract Agreement.

GCC.5. Contract Price

The Contract Price shall be firm and shall remain fixed during the three years contract period, except for variations authorized by the Purchaser and for which additional payment will be due to the Bidder/Agency in terms of GCC.17. Escalation in rates will not be permitted due to increase in taxes, duties etc. or due to any reasons during the period of contract as stipulated except as permissible underGCC.11.3.

GCC.6. Notices

GCC.6.1. Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract. All notices to be given under the Contract shall be in writing, and shall be sent either by personal delivery, courier, post or fax followed by post confirmation to the address of the relevant party.

GCC.6.2. Any notice sent by post or courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after despatch. In proving the fact of despatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

GCC.6.3. Any notice delivered personally or sent by fax shall be deemed to have been delivered on date of its despatch.

GCC.6.4. Either party may change its address at which notices are to be received by giving ten (10) days' notice to other party in writing.

GCC.7. Governing Law

The Purchase Order/ LoA shall be governed by and interpreted in accordance with laws in force in India including any such Laws promulgated or comes into force during the period of the Purchase Order/ LoA. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Purchase Order/ LoA.

GCC.8. Disputes

GCC.8.1. If any dispute or difference of any kind whatsoever will arise between the Purchaser and the Bidder/Agency in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation. After thirty (30) days from the date the dispute is first brought to the notice of either party, if the parties have failed to resolve their dispute or difference by such mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

GCC.8.2. Adjudicator

GCC.8.2.1. An Adjudicator shall be appointed by the Appointing Authority as specified in the SCC. The Adjudicator shall give its decision in writing to both parties within thirty (30) days of a dispute being referred to it. The decision of the Adjudicator shall

become final and binding upon the Purchaser and the Bidder/Agency. Any decision that has become final and binding shall be implemented by the parties forthwith. The Adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of his duties as Adjudicator under the Contract. These costs shall be divided equally between the Purchaser and the Bidder/Agency.

GCC.8.2.2. If either the Purchaser or the Bidder/Agency is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within thirty(30) days of a dispute being referred to it, then either the Purchaser or the Bidder/Agency may, within sixty (60) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

GCC.8.3. Arbitration

GCC.8.3.1. The Purchaser shall appoint a sole arbitrator whose decision shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties hereby waive any objections to or claims of immunity from such enforcement. If, for any reason, an arbitrator is unable to perform his function, the mandate of the arbitrator shall terminate and a substitute shall be appointed in the same manner as the original arbitrator.

GCC.8.3.2. The arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of the arbitration shall be equally shared by the Purchaser and Bidder/Agency. The arbitration shall be conducted at Kolkata.

GCC.8.3.3. Notwithstanding any disputes with reference to the Contract pending for arbitration, the Bidder/Agency shall continue to perform his obligations in accordance with the Purchaser's decision or instruction, and Purchaser shall also continue to perform his obligations under the Contract including payment of any undisputed monies due to the Bidder/Agency/Bidder/Agency.

GCC.9. Terms and Procedure for Payment

GCC.9.1. Bills are to be submitted fortnightly to the General Manager (HR&A), TP&AS, 8th Floor, D Block, Vidyut Bhavan, WBSETCL, Kolkata-91. The payment will be credited to the bank account of the agencies through electronic mode (e- payment) or through account payee cheque normally within two weeks of receipt of the same after deducting the discount amount as per terms of the contract for which the successful agencies shall submit the details of bank accounts(s) on the prescribed format to be provided by WBSETCL subsequently. GST on the agency commission will be paid extra at the applicable rate subject to their mentioning GST Registration Number in the invoices. The agency will submit the bill/invoice in triplicate in which their GST Number and Tax will be separately indicated. No advance payment will be made in this score. Taxes and other duties will be paid extra. The currency of bid and payment shall be Indian rupee and no foreign exchange variation will be permitted except as provided in the Price Variation formula.

GCC.10. Performance Guarantee

GCC.10.1 The Bidder/Agency shall furnish an unconditional and irrevocable Contract Performance Guarantee (CPG) in favour of the WBSETCL as per the format provided in Annexure: 13 of Section V-B, towards performance guarantee for faithful and due fulfilment of all obligations under the Order within thirty (30) days from the date of issue of the Purchase Order. The Contract Performance Guarantee shall normally be furnished for an amount equal to **Rs.5,66,426.00** or as may be specified in the LOA from a scheduled commercial bank in India, the Performance security shall remain valid up to ninety (90) days after the **two years** contract period, with an additional claim period of thirty (30) days. If the contract period will be extended the period of CPG have to be extend by the agency.

GCC.10.2. The WBSETCL reserves the right to verify the authenticity of the Performance Guarantee from the issuing bank.

GCC.10.3. The Performance Guarantee shall be executed on non-judicial stamp paper. The guarantee is liable to be forfeited in case of non-compliance of Order or failure to complete the Order. Order is liable to be cancelled for non-submission of Guarantee in time with forfeiture of earnest money.

The Performance Guarantee is liable to be invoked on demand of WBSETCL, for any breach under the Order irrespective of any dispute or difference between WBSETCL and the Bidder/agency, pending before any court, tribunal or any other authority

GCC.10.4. The Performance Guarantee shall be returned to the Bidder/agency within ninety (90) days after receipt of request for release. However, no costs shall be paid for the Performance Guarantee by the WBSETCL, irrespective of date of release.

GCC.11. Taxes, Duties and Other Levies

GCC.11.1. Except as otherwise specifically provided in the Contract, the Bidder/Agency shall be liable and responsible for the payment of all taxes, duties, levies and charges imposed on the Bidder/Agency's materials, supplies and services to be used in the performance of the Contract or furnished under the Contract.

GCC.11.2. The Purchaser shall be entitled to make necessary tax deductions at source as per the prevalent laws e.g; IT/ WCT etc.

GCC.11.3. The Bidder/Agency shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, cess, levy or fee etc. which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.

GCC.11.4. WBSETCL will bear liability on account of GST only.

GCC.12. Purchaser's representative

GCC.12.1. The Purchaser shall appoint one person, designated as the Controlling Officer as mentioned in the SCC, who shall carry out the functions and obligations of the Purchaser under the Contract.

GCC.12.2. The Purchaser may from time to time appoint any other person as the Controlling Officer in place of the person previously so appointed, and shall give a notice of the name of such other person to the Bidder/Agency without delay. The Purchaser shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of Works and services. The Controlling Officer shall represent and act for the Purchaser at all times during the currency of the Contract.

GCC.12.3. Any decision, instruction or approval given by the Controlling Officer to the Bidder/Agency shall have the same effect as though it had been given by the Purchaser.

GCC.12.4. All notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer.

GCC.12.5. The Controlling Officer may authorize his representative(s) as in-charge for the Works and services being provided. The Controlling Officer will also be the consignee officer for any supplies to be made under the Contract.

GCC.13. Bidder/Agency's representative

GCC.13.1. The Bidder/Agency shall employ at least one competent representative (whose name or names shall have previously been communicated in writing to the Controlling Officer by the Bidder/Agency) for coordination with WBSETCL for the required Works and services. Any written order or instruction which the Controlling Officer or his duly authorised representative may give to the said representative of the Bidder/Agency shall be deemed to have been given to the Bidder/Agency.

GCC.13.2. The Controlling Officer shall be at liberty to object to the presence of any representative or person employed by the Bidder/Agency for providing the required Works and services, who in his opinion is found to have mis-conducted himself or be incompetent or negligent and the Bidder/Agency shall remove the person so objected to, upon receipt from the Controlling Officer a notice in writing requiring him to do so and shall provide in his place a competent representative at the Bidder/Agency's risk and expense.

GCC.14. Commencement of Works and services

GCC.14.1. Service Contract period may be considered to be for 36 (Thirty six) Months after issuance of LOA.

GCC.15. Limitation of Liability

Except in cases of gross negligence or wilful misconduct

GCC.15.1. 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/Agency to pay liquidated damages to the Purchaser; and

GCC.15.2. The aggregate liability of the Bidder/Agency to the Purchaser, whether under the Contract, 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 defective equipment, or to any obligation of the Bidder/Agency to indemnify the Purchaser with respect to patent infringement.

GCC.16. Force Majeure

The Bidder/Agency shall not be considered in default if delay in completion of Works and services occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes (other than Bidder/Agency's employees strike), fire, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than fifteen (15) days shall be considered as a cause of Force Ma0eure. A notification to this effect duly certified by statutory authorities shall be given by Bidder/Agency to the Purchaser. In the event of delay due to such causes, the time for completion will be extended for a length of time equal to the period of Force Majeure, or the Contract may be terminated as per GCC.18.4.

GCC.17. Variations

The Purchaser may by notice in writing, at any time before implementation of Works and services, instruct the Bidder/Agency to alter, amend, omit, add to or otherwise vary any part of the Works and services. The Bidder/Agency shall not vary or alter any of the Works and services, except under direction in writing by the Purchaser. Rates for all additional Works and services shall be arrived at on pro-rata basis from the existing Works and services in the contract.

GCC.18. Termination

GCC.18.1. Termination for Bidder/Agency's default
The Purchaser, without prejudice to any other rights or remedies it may possess, upon written notice of default to the Bidder/Agency, terminate the Contract:

a. If the Bidder/Agency neglects, or fails to commence the service, the Purchaser shall have the right to terminate the Contract after giving notice in writing to the Bidder/Agency. If the Bidder/Agency fails, after fourteen (14) days of such notice to proceed with the Works and services in the manner notified, the Purchaser shall terminate the Contract.

b. If the Bidder/Agency, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

GCC.18.2. Termination for bankruptcy

GCC.18.3. If the Bidder/Agency becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Bidder/Agency is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is

appointed over any part of its undertaking or assets, or if the Bidder/Agency takes or suffers any other analogous action in consequence of debt, the Purchaser will be at liberty:

a. To terminate the Contract forthwith by notice in writing to the Bidder/Agency or to liquidator or receiver or to any person with whom the Contract may become vested.

b. to give such liquidator, receiver or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract up to an amount to be determined by the Purchaser

GCC.18.4. Termination for force majeure

GCC.18.4.1. Either party, upon thirty (30) days written notice to the other, shall have the right but not an obligation to terminate the Contract due to force majeure conditions, provided the force majeure conditions exists for a period exceeding three (3) months and the work cannot be resumed within a period of three (3) months from the date the force majeure condition cease to exist.

GCC.18.4.2. In the event of such termination of the Contract, payment to the Bidder/Agency will be made as follows:

a. The Bidder/Agency shall be paid for all Works and services delivered/ executed and for any other legitimate expenses due to him.

b. The Purchaser shall also release security deposit/ contract performance security at its disposal except in cases where the total amount of payment made to the Bidder/Agency exceeds the final amount due to him. In such cases, the security deposit/ contract performance security shall be adjusted against any excess payment made to the Bidder/Agency. If even after adjustment of security deposit/ contract performance security, any excess payment remains, the Bidder/Agency shall refund such excess amount within thirty (30) days after termination.

GCC.19. Assignment

The Bidder/Agency shall not, without the express prior written consent of the WBSETCL assign to any third party the Order or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Bidder/Agency shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Order.

Section VI – SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC), Section-V, shall supplement/amend the General Conditions of Contract (GCC), Section-IV. Wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC.

SCC Item No	GCC Clause Ref, If any	Data
1	GCC.7	The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract
2	GCC.8.2.1	Adjudicator's name will be intimated in due course, if necessary. [The Adjudicator shall be appointed by MD, WBSETCL as may be agreed between both the parties]
3	GCC 23.1	The contract performance guarantee will be provided by the Bidder/Agency in the form of Bank Guarantee
4	GCC.12.1	The Controlling Officer will be The GM (HR&A), TP&AS, WBSETCL, Vidyut Bhavan.

SECTION - VII
Others terms & Conditions:

1.	**Rate**	**Rate shall be quoted net and firm chargeable on monthly and per unit basis for providing of service of deployment of helpdesk personnel and DSC respectively as detailed under scope of work. Rates shall be quoted mentioning base price and taxes separately.**
2.	**Delivery**	**DSC(Class III)[sign + encryption] with USB Token have to be delivered at free of cost at the office of the General Manager(HR&A), TP&AS, WBSETCL, Vidyut Bhavan, 8th floor, block-D, Saltlake, Kolkata -700091 within 07(seven) working days from the date of issue of respective order.**
3.	**Period of Contract**	**Period of rate contract will be initially for 02(Two) years from the date of Placement of LOA. The contract may be extended for another 1(one) year with same terms & conditions, subject to satisfactory performance.**
4.	**Demonstration**	**Demonstration of the ordered article has to be made as and when required by the user department.**
5.	**Warranty Period**	**The supplied DSC(Class-III) should be warranted for minimum 02(two) years for the new and renewed DSC(Class-III) from the date of activation of the same and the vendor shall be responsible to make arrangement to rectify the defects (if any) within the warranty period through principal manufacturer.**
7.	**System Service Support**	**Name, address and contact telephone no. of the person responsible for providing service during warranty period have to be submitted to the Ordering Officer.**
8.	**Payment**	**1) 100 % payment for DSC (Class III) will be released in due course against your bill (in triplicate) duly certified by the Consignee Officer or his representative along with original signed challan from the Consignee Officer.** **2) Bill for the Help desk services may be submitted in triplicate for each month to the respective Controlling Officers, who will certify the bills and send the same to the Corp. Accounts for release of payment. Bill along with Absentee Statement need be submitted within the 1st week of every month.**
9.	**Paying Officer**	**The Asstt. Manager (F&A), Estb. Corp., WBSETCL, Vidyut Bhavan, 9th floor, block-C, Saltlake, Kol-91 or any others officer as mentioned in the work order.**

10.	**Consignee Officer**	**1) The Chief Engineer Procurement, WBSETCL Vidyut Bhavan, 10th floor, block-B, Saltlake, Kol-91.** **2) The Chief Engineer Tr.(O&M)-II, WBSETCL Vidyut Bhawan, 10th floor, block-D, Saltlake, Kol-91.**
11.	**Specification/ Configuration**	**Yours supplied article must be as per our order's specification/configuration. Third party testing of the supplied article may be conducted at Company's own cost. However, if it is found that the supplied materials are not as per Tender specifications, you have to bear the cost of re-testing.**
12.	**Price Sheet**	**Price to be quoted as per Scope of work & in BOQ only.**
13.	**Penalty**	**1) Delivery of the ordered articles in stipulated delivery period as per clause no. 02 is an essence of the contract. However, in case of delayed delivery a penalty @ 0.5 % of the ordered value per week or part thereof, subject to maximum of 2.5 % will be imposed and that will be deducted from the respective bill.** **2) In case of non-execution of delivery, within stipulated delivery date of the ordered item without any information, Company reserves right to procure the ordered article from other sources. The differences between the ordered rate and purchase rate should be adjusted from your pending bills.**
14	**Database maintenance**	**The successful bidder must maintain a database of employees who have been allotted digital Signature Certificate along with the details of validity.**
15	**Variation of Quantity in Manpower (Helpdesk Personnel)**	**In case WBSETCL authority feel that more Helpdesk Personnel required for new / existing Units for the interest of the Company's works then order may be placed for that to the selected bidder to provide additional Helpdesk Personnel with same rate, terms & conditions.**

END of DOCUMENTS