

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

ABRIDGED NOTICE INVITING TENDER

E-Tender Notice No.:

- i. WBSEDCL/Dist. Project-III/EVCS/Tender/2022-23/03 Dt. 07.03.2023.
- ii. WBSEDCL/Dist. Project-III/EVCS/Tender/2022-23/04 Dt. 07.03.2023.
- iii. WBSEDCL/Dist. Project-III/EVCS/Tender/2022-23/05 Dt. 07.03.2023.

National Open Competitive Procurement
(Two envelope Bidding Process with e-Procurement)


The Chief Engineer, Distribution Project-III Department, WBSEDCL, Vidyut Bhavan (2nd Floor, 'C' Block), Salt Lake, Kolkata-700091 invites e-tender vide:

- i. NIT No: WBSEDCL/Dist. Project-III/EVCS/Tender/2022-23/03 Date: 07.03.2023 for the work **"Supply, Installation, Operation and Management of Electric Vehicle Charging Station / Battery Swapping stations at WBSEDCL's own land on revenue sharing basis."**
- ii. NIT No: WBSEDCL/Dist. Project-III/EVCS/Tender/2022-23/04 Date: 07.03.2023 for the work **"Supply, Installation, Operation and Management of Electric Vehicle Charging Station / Battery Swapping stations at WBSEDCL's own land on revenue sharing basis."**
- iii. NIT No: WBSEDCL/Dist. Project-III/EVCS/Tender/2022-23/05 Date: 07.03.2023 for the work **"Supply, Installation, Operation and Management of Electric Vehicle Charging Station / Battery Swapping stations at the premises of "Pathasathis" under WBTDCL on revenue sharing basis."**

The pre-bid meeting date is on 15.03.2023 at 11.30 hours. The period of download of bid document online is from 12:00 hours of 07.03.2023 at 12:00 hours to 10.04.2023 at 12:00 hrs. Other details of tenders are available in the websites www.wbtenders.gov.in & www.wbsedcl.in.

MANDATORY INFORMATION FORMAT FOR PRESS PUBLICATION OF TENDER		
Sl No.	Particulars	
1	Name of User Department:	Distribution Project-III Department
2	NIT No.	i. WBSEDCL/Dist. Project-III/EVCS/Tender/2022-23/03 Dt. 07.03.2023 ii. WBSEDCL/Dist. Project-III/EVCS/Tender/2022-23/04 Dt. 07.03.2023 iii. WBSEDCL/Dist. Project-III/EVCS/Tender/2022-23/05 Dt. 07.03.2023
3	Tender (content) Approving Authority	Board of Directors
4	Subject Matter of NIT (less than 50 words)	i. "Supply, Installation, Operation and Management of Electric Vehicle Charging Station / Battery Swapping stations at WBSEDCL's own land on revenue sharing basis." ii. "Supply, Installation, Operation and Management of Electric Vehicle Charging Station / Battery Swapping stations at WBSEDCL's own land on revenue sharing basis." iii. "Supply, Installation, Operation and Management of Electric Vehicle Charging Station / Battery Swapping stations at the premises of "Pathasathis" under WBTDCL on revenue sharing basis."
5	Statement mentioning conformity of State Govt. guideline:	Yes: The land available at the selected sub-station and Pathasathis premises is being provided for installation of public charging station on Revenue sharing basis as per policy of the "Electric Vehicle Policy 2021".

Signature of Tender Inviting Authority with Official Seal


 Chief Engineer
 Dist. Project-III
 W.B.S.E.D.C.L.



INVITATION FOR BID

VOLUME 1, SECTION I



WBSEDCL

West Bengal State Electricity Distribution Company Limited
Bidyut Bhawan, Block – DJ, Sector – II,
Bidhannagar, Kolkata – 700091

for  04.02.23



Vol-1, Section I

Invitation for Bids (IFB)

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED, Corporate Office, Bidyut Bhawan, Block – DJ, Sector – II, Bidhannagar, Kolkata – 700091 invites Electronic Bids from eligible Bidders for the work mentioned below, under Competitive Bidding against enquiry number:

For

Selection of agency to Supply, Installation, Operation & Management of Electric Vehicle Charging Stations/ Battery Swapping stations at their cost at WBSEDCL's own land



Contents

Invitation for Bids (IFB)	2
1. Introduction	4
2. Notice Inviting Tender (NIT).....	4
3. Issue of Bid Documents.....	5
4. Submission of Bid Documents	5
5. Cost of Bidding	6
6. Project Description.....	6
7. Scope of the Work	6
8. Additional Information	7
9. Bid Security / Earnest Money Deposit.....	7
10. Bid Details	9
11. The essential minimum qualifying requirements are as under:	9



1. Introduction

The Chief Engineer, Project III, West Bengal State Electricity Distribution Company Limited (WBSEDCL) is inviting tender for Enquiry No. WBSEDCL/Dist.Project-III/EVCS/Tender/2022-23/03 dated 07.03.2023 through e-procurement portal (www.wbtenders.gov.in) for **“Supply, Installation, Operation and Management of Electric Vehicle Charging Station/ Battery Swapping stations at their cost”**.

2. Notice Inviting Tender (NIT)

1.0	Bid Enquiry No.	
2.0	Name of the work	Supply, Installation, Operation and Management of Electric Vehicle Charging Station/ Battery Swapping stations at their cost at WBSEDCL's own land
3.0	Type of tender	e-procurement portal–Two part tender
4.0	EMD	
4.1	01 location	Rs. 36500.00
4.2	Upto 5 locations	Rs. 25000.00 per location Subject to minimum Rs. 36500.00
4.3	More than 5 and upto 25 locations	Rs. 20000.00 per location Subject to minimum Rs. 1,25,000.00
4.4	More than 25 and upto 50 locations	Rs. 15,000.00 per location Subject to minimum Rs. 5,00,000.00
4.5	More than 50 locations	Rs. 15,000.00 per location Subject to minimum Rs. 7,50,000.00 and maximum value of Rs. 10,00,000.00
5.0	Validity of Bids	Bids shall be valid for 180 (One Hundred Eighty) Days from the date of opening of technical bids.
6.0	Calendar of Events	
6.1	Availability of bid documents	07.03.2023 from 12:00 Hrs onwards
6.2	Last Date & Time for Receipt/clarification of queries	10.04.2023 up to 12:00 Hrs
6.3	Pre-bid meeting	15.03.2023 at 11:30 Hrs
6.4	Bid submission start date	From 22.03.2023, 12.30 Hrs.

**WBSEDCL**

6.4	Bid submission end date	Upto 10.04.2023, 12:00 Hrs
6.5	Date & Time for Opening of Technical Bids	on 10.04.2023, 12:30 Hrs
7.0	Currency	Indian National Rupees only (INR)
8.0	Schedule of requirements	As mentioned in the tender documents
9.0	General Terms and Conditions	Enclosed herewith
10.0	Scope of the work	Enclosed herewith

3. Issue of Bid Documents

Tender documents can be downloaded from e-procurement portal www.wbtenders.gov.in from 07.03.2023 12.00 Hours Onwards free of cost, under login for contractors. The prospective bidders are advised to register their user ID, pass word, and Company ID from [web site](http://www.wbtenders.gov.in) www.wbtenders.gov.in .

4. Submission of Bid Documents

All the bid documents shall be submitted through e-procurement portal on or before last date of bid submission as mentioned in e-procurement portal. The bids will be opened on 10.04.2023 at 12:30 Hrs [as](#) mentioned in the e-procurement portal.

The bids shall be evaluated and successful bidders shall be awarded the subject work.

- Bids must be accompanied by required EMD which will be paid online through e-procurement portal.
- Bids must be electronically submitted (on-line through internet) within the date and time published in e-procurement portal.
- Any clarifications regarding the scope of work of the project can be had from the undersigned during office hours.
- Any clarifications about e-payment contact e-procurement help [desk or e-mail to helpdesk](#) for any issue or call 8900793562
- For clarifications regarding the scope of work of the bid enquiry can [contact: 8900793566 / 8900793561 / 8900793576](#)



- f. **WBSEDCL** reserves the right to cancel the bid process or reject all bids without assigning any reason thereof and will bear no liability whatsoever consequent upon such a decision

5. Cost of Bidding

The bidder shall bear all costs and expenses associated with preparation and submission of bids including participation in pre-bid / post bid discussions, Technical & other presentations. West Bengal State Electricity Distribution Company (WBSEDCL) will under no circumstances bear the expenditures or costs, regardless of the conduct or outcome of the bidding process.

6. Project Description

Power Department, Government of West Bengal issued Electric Vehicle Policy 2021 (No: 189-POW-2021 date: 3rd June'2021) in which state will target to be the best state in electric mobility penetration by 2030 and target to have 10 lakh EVs , combined across all segment of vehicles, during the policy implementation. Charging infrastructure will play a pivotal role on EV deployment. By this time, promotional Tariff for Electric Vehicle Charging station has also been issued by West Bengal Electricity Regularity Commission vide order dated 28.07.2022.

WBSEDCL has been designated as the "State Nodal Agency" for setting up Charging Infrastructure for Electric Vehicle in the state of West Bengal vide notification no. 51-PO/O/C-III/4M-27/2017 Dated 12.03.2019 and intends to have proposal from competent investors for **"Supply, Installation, Operation and Management of Electric Vehicle Charging Station/ Battery Swapping stations at their cost at 111 locations"**.

The tender is invited for 111 nos individual locations.

7. Scope of the Work

The scope of work under this tender is as defined in the Special Conditions of Contract (SCC).



Additional Information

- 8.1. The interested eligible Bidders may obtain further information from the office of the **Chief Engineer, Project III, West Bengal State Electricity Distribution Company Limited, 2nd Floor, C Block, Bidyut Bhawan, Block – DJ, Sector – II, Bidhannagar, Kolkata – 700091.**
- 8.2. Issues on which clarifications are sought by the Prospective Bidders shall be submitted through e-mail (e-mail ID: ceprojiii@wbsedcl.in) to **Chief Engineer, Project III, West Bengal State Electricity Distribution Company Limited, 2nd Floor, C Block, Bidyut Bhawan, Block – DJ, Sector – II, Bidhannagar, Kolkata – 700091** on or before the date and time as mentioned in the e-Procurement platform.
- 8.3. A pre-bid meeting shall be held on 15.03.2023 at 11:30 Hours at Conference Room, 7th Floor, D Block Bidyut Bhawan, Block – DJ, Sector – II, Bidhannagar, Kolkata – 700091. All the interested bidders who require clarifications on any aspect of this Request for Proposal (RFP), should send their queries through e-mail on and before 14.03.2023 at 12:00 hrs.
- 8.4. The queries shall be dealt with at the pre-bid meeting. Based on the outcome of the pre-bid meeting at any time prior to the deadline for submission of the bid (technical and financial) or extended date, if deemed necessary, WBSedcl reserves the right to add/modify/delete any portion of this document by issuing an amendment. The amendment will be issued in e-procurement portal and such amendment will be binding on the bidders.
- 8.5. Letters seeking clarifications received after the mentioned date will not be entertained.
- 8.6. The Bids are invited and are to be submitted through Electronic Mode only. The Bid Notification and the Bidding Documents are available on website www.wbtenders.gov.in . The Bidders can download the tender documents from the e-procurement portal (www.wbtenders.gov.in) from 07.03.2023 from 12:00 Hours (free of cost), last date & time for receipt of Bid is 10.04.2023 up to 12.00 Hrs and the techno commercial bid will be opened on 10.04.2023 at 12.30 Hrs.

9. Bid Security / Earnest Money Deposit

The bidder should pay the Earnest Money Deposit (EMD) in the portal (www.wbtenders.gov.in) using any of the following payment modes:

1. Net Banking through payment gateway
2. RTGS/ National Electronic Fund Transfer (NEFT)
3. Bank Guarantee

INVITATION FOR BID

Bank details for preparation of Bank Guarantee only (EMD):-	Name of Bank:- Punjab National Bank
	Branch:-Kolkata, Salt Lake Sector-1
	Bank Account No.: -0952000100838439
	IFS Code:-PUNB0095200 Bank Account Name : WBSEDCL
Designated Officer of WBSEDCL	Name :- Chief Engineer, Distribution Project III
	Address:- 2nd Floor, C Block, Bidyut Bhawan, Block – DJ, Sector – II, Bidhannagar, Kolkata – 700091
	Contact no.:- 8900793566
	e-mail ID: ceprojiii@wbasedcl.in

Any clarification in this regard may be obtained from the Procurement portal www.wbtenders.gov.in.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) as stated here under :

9.1	01 location	Rs. 36500.00
9.2	Upto 5 locations	Rs. 25000.00 per location Subject to minimum Rs. 36500.00
9.3	More than 5 and upto 25 locations	Rs. 20000.00 per location Subject to minimum Rs. 1,25,000.00
9.4	More than 25 and upto 50 locations	Rs. 15,000.00 per location Subject to minimum Rs. 5,00,000.00
9.5	More than 50 locations	Rs. 15,000.00 per location Subject to minimum Rs. 7,50,000.00 and maximum value of Rs. 10,00,000.00

In case of insufficient bid security for multiple locations, bid of the concerned bidder shall be taken into consideration chronologically from location 1 to downwards (**Annexure A**) upto eligible location as per submitted EMD. Details calculation of EMD for location 1 to location 111 is attached. (**Annexure C**).

The bidder shall submit the bid proposal sheet (**Annexure G**).

Hard copy of BG shall be submitted prior to bid submission end date.

Note: In e-Procurement Portal Contractor has the option of withdrawing the Bid by digitally



signing to withdraw/cancel bid before the bid submission time /Date.

NB: One PPT is attached iro procedure of submission of online earnest money.

10. Bid Details

- 10.1 The bid submitted by the Bidder shall comprise the following documents and upload in the e-procurement portal:
- a. Bid Form duly completed and signed by the Bidder, together with all Attachments.
 - b. Price Schedules duly completed by the Bidder.
- 10.2 Bids shall be submitted in two parts viz., (1) Techno -Commercial Bid and (2) Price Bid both on Electronic Mode only. Manual bids will not be accepted.
- 10.3 Separate document Files have been specifically created for uploading the qualifying documents as mentioned in the check list.
- 10.4 The Price Bids of those Bidders whose Techno-Commercial Bids are found Responsive, will only be opened.
- 10.5 **West Bengal state Electricity Distribution Company Limited** takes no responsibility for delay, due to any cyber or any other computer related problems or postal delay. Further, WBSEDCL reserves the right to reject any or all the Bids without assigning any reasons thereof and shall bear no liability whatsoever consequent upon such a decision.

11. The essential minimum qualifying requirements are as under:

General

- For participation in the bidding process and submitting Proposals, Bidders should be of one of the following types of entities/firms –
Private, Public or Government owned legal entity.
- A Bidder that is under a declaration of ineligibility by Government of West Bengal or any other Government authority in India at the date of submission of the Proposal or during evaluation of Proposals shall be disqualified. All Bidders shall provide an undertaking declaring continued eligibility satisfactory to WBSEDCL.
- The Applicant shall be a valid legal entity duly incorporated or registered as per the country of its incorporation / registration. It shall be legally competent to enter into



contracts as per prevailing Indian law. The Applicant, if a resident of India, may be either:

- i. A company incorporated under the Indian Companies Law i.e. the Companies act 1956 or 2013 (as amended or re-enacted and restated and notified from time to time), (copy of certificate of incorporation, and charter documents including the most recent Memorandum and Articles of the Association of the Applicant should be submitted).
- ii. Limited liability partnership duly incorporated under the Limited Liability Partnership Act, 2008 (copy of registered partnership deed should be submitted, including any amendments or supplements thereto).
- iii. Partnership firm registered under the Indian Partnership Act (copy of registered partnership deed should be submitted, including any amendments or supplements thereto).
- iv. A registered Proprietary firm in India
- v. **JV/ Consortium having maximum 2 (two) business entities.**
All members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. The joint venture agreement should be registered in Kolkata so as to be legally valid and binding on partners.
All such persons shall be jointly and severally bound to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the JV. The composition or the constitution of the JV shall not be altered without the prior consent of the Employer.
The performance security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.

Technical

- 11.1 The Applicant Firm should be registered with appropriate Authority/Authorities under Government of India prior to the Application Submission date (supporting documents to be provided). The applicant must be fully conversant with the Government of India Guidelines i.r.o. Charging Infrastructure for Electric Vehicle(EV) issued vide Circular No. 12/2/2018-EV(com No.244347) dated 14th January 2022 by Ministry of power , Govt. of India, and must have a valid document, establishing their business. A scanned copy of the aforesaid Guidelines and Standards & WB Govt EV Policy 2021 are being appended along with this document.
- 11.2 The Applicants firm preferably be experience in automobile sector\ e-mobility\ business & Operation of EV charging infrastructure. Applicant will have to furnish a list of assignments including similar nature of works, if any, performed by them with documentary evidence.



Financial

The Applicant Firm should have a Minimum Average Annual Turnover (MAAT) of Rs. 1,00,00,000.00 (Rupees One Crore) in any three available financial years out of last five Financial years and a positive net worth as on date of bid submission. Annual Accounts to be duly certified by a Chartered Accountant. The above MAAT of Rs. 1,00,00,000.00 (Rupees One Crore) is applicable upto 5 locations. Beyond 5 locations, Rs. 20,00,000.00 (Rupees twenty lakhs) for each locations should be added with Rupees one Crore.

Relaxation of Norms for Startups and Micro & Small Enterprises having technical capability to deliver the goods and service as per prescribed technical & quality is allowed. In that case prior experience/Prior turnover Criteria is not required as per guidelines issued vide policy Circular No. 1(2)(1)/2016-MA dated 10.03.2016 by MSME, Govt of India.

Documents to be uploaded:

Sl no	Eligibility criteria	Supporting documents to be uploaded
1	The agency shall be registered company under companies act 1956/2013 OR LLP/Partnership/proprietorship firm/ JV/ Consortium in India	Certificate of Incorporation
		Copy of agreement in case of LLP/Partnership/proprietorship firm/ JV/ Consortium
		Copy of related documents regarding legality of proprietorship firm.
		GST/Service Tax Registration
		Sales Tax Registration (TIN) and PAN card
		Details of the firm as per Annexure B (Schedule- 1)
		Power of Attorney in favor of all the persons signing the documents
2	Financial Capacity of the Bidder /the Applicant	Balance sheet of any three available financial years out of last five Financial years.
		Self Undertaking, Certificate issued by a CA, Banker's Report etc,
		Annual Accounts to be duly certified by a Chartered Accountant/Chattered Accountant's Firm.
		Finance capability of bidders as per Annexure B (Schedule 2)
3	Technical Capacity of the Bidder	Annexure B (Schedule- 3)
		Performance certificate from ordering authority
4	Bid proposal sheet	Annexure G



11.3 Conditions for participating in multiple locations

- a. The qualifying requirements of the bidders eligible to participate in more than one location shall be cumulative in nature and is defined as follows:
 - If the bidder is participating in more than one location, then the bidder shall fulfill the qualifying requirements as stated in clause no: 9 and clause no : 11.
- b. Bidder may participate for multiple locations in case of fulfilment of clause 1.a above.

11.4 Important Information

11.4.1 If in the event of the information furnished by the bidders is found to be false at any stage of tendering process, WBSEDCL at its discretion may take action against such Bidders and may forfeit the EMD, disqualifying the offer of such Bidders and black list the firm. If in the event of information furnished by Bidder is found to be false during the execution stage, then WBSEDCL at its liberty may take action to cancel the works awarded besides forfeiting the performance Bank guarantee executed against the contract and may black list the firm and recover the losses and levy liquidated damages.

11.4.2 WBSEDCL reserves the right to reject any or all of the bids, without assigning any reason thereof.

11.4.3 **COMMISSIONING PERIOD:** The entire assigned Work shall be completed & commissioned in 6 (six) months from the date of hand over of the site.

11.4.4 The Bidders shall be fully responsible for providing all Equipment, Materials, System and Services specified in their Scope or otherwise which are required to complete the Construction and successful Commissioning of the work in all respects in this Tender.

11.4.5 Notwithstanding anything stated above or elsewhere in the Tender specifications, WBSEDCL reserves the right to assess the Capability / suitability of the Bidder to perform the overall Contract should the circumstances warrant such assessment in the overall interest of WBSEDCL.

WBSEDCL reserves its right to vary or modify any of the tender condition for reasons to be recorded, in case it becomes necessary.

Note: Please refer Instructions to bidders for documents to be uploaded.

Sd/-

**Chief Engineer
Project III
WBSEDCL**

END OF IFB



INVITATION FOR BID

VOLUME 1, SECTION II



West Bengal State Electricity Distribution Company Limited
Bidyut Bhawan, Block – DJ, Sector – II,
Bidhannagar, Kolkata – 700091

INSTRUCTIONS TO BIDDERS (SECTION II, VOL 1)



Contents

Instructions to Bidders (ITB)	3
1. GENERAL INSTRUCTIONS	3
2. COST OF BIDDING	3
3. CONTENTS OF BIDDING DOCUMENTS	3
4. UNDERSTANDING OF BID DOCUMENTS	4
5. CLARIFICATIONS ON BID DOCUMENTS	4
6. AMENDMENT TO BIDDING DOCUMENT	4
7. LANGUAGE OF BID	5
8. LOCAL CONDITIONS	5
9. DOCUMENTS COMPRISING THE BID	5
10. BID PRICE	6
11. PRICE BASIS	6
12. TAXES AND DUTIES	7
13. INSURANCE	7
14. PROVIDING ERECTION TOOLS AND TACKLES	7
15. BID GUARANTEE (EMD)	7
16. PERIOD OF VALIDITY OF BIDS	9
17. TIME SCHEDULE	9
18. CONTRACT QUALITY ASSURANCE	9
19. MODIFICATION AND WITHDRAWAL OF BIDS	10
20. DEADLINE FOR SUBMISSION OF BIDS:	10
21. LATE BIDS:	10
22. OPENING OF BIDS & CHECKS	10
23. EVALUATION OF THE TENDERS:	11
24. CONTACTING THE OWNER	11
25. AWARD CRITERIA	12
26. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	12
27. NOTIFICATION OF AWARD	12
28. SIGNING OF CONTRACT	13
29. CONTRACT PERFORMANCE GUARANTEE	13



Instructions to Bidders (ITB)

A. INTRODUCTION

1. GENERAL INSTRUCTIONS

The West Bengal State Electricity Distribution Company Limited hereinafter called WBSEDCL/ 'Owner' will receive bids in respect to **"Supply, Installation, Operation and Management of Electric Vehicle Charging Station/ Battery Swapping stations at WBSEDCL's own land"** for a period of 120 months. All bids shall be prepared and submitted in accordance with these instructions.

Qualifying Requirements of Bidders:

Eligibilities and Qualifying Requirement for Bidders: As enumerated in IFB - 11.0.

2. COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of their bid including pre- bid and post-bid discussions, technical and other presentations etc., and owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

3. CONTENTS OF BIDDING DOCUMENTS

- 3.1. The goods and services required, bidding procedures and Contract terms are prescribed in the Bidding Document. In addition to the Invitation to Bids, the Bidding Document is a compilation of the following Sections:

Bid Documents	Bid Documents in the following format will be available in the web site.
	Volume-I
	Section 1 - IFB-Invitation for Bids
	Section 2 - ITB-Instructions to Bidders
	Section 3 - GCC-General Terms and Conditions of Contract
	Section 4 – SCC – Special Conditions of Contract
	Section 5 – Annexures
	Volume-II
	Techno-commercial sheets



4. UNDERSTANDING OF BID DOCUMENTS

- 4.1. A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of works or the cost thereof. Failure to furnish all information required by the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of their bid.

5. CLARIFICATIONS ON BID DOCUMENTS

- 5.1. A prospective Bidder requiring any clarification on Bidding Documents may notify the Owner through e-mail (e-mail id: ceprojiii@wbasedcl.in). WBSEDCL will upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than the date indicated in Section-IFB and the e-Procurement portal (www.wbtenders.gov.in). Clarifications / Amendments / Corrigendum will be issued through the e-Procurement portal, if found necessary.
- 5.2. A pre-bid meeting shall be held on 15.03.2023 at 11:30 Hours. All the interested bidders who require clarifications on any aspect of this Request for Proposal (RFP), should send their queries through e-mail (e-mail id: ceprojiii@wbasedcl.in) at least three days before the pre-bid conference. Correspondence seeking clarifications received subsequent to the mentioned date will not be entertained.
- 5.3. The queries shall be dealt with at the pre-bid meeting. Based on the outcomes of the pre-bid meeting at any time prior to the deadline for submission of the bid (technical and financial) or extended date, if deemed necessary, WBSEDCL reserves the right to add/modify/delete any portion of this document by issue of an amendment. The amendment will be issued in e-procurement portal and such amendment will be binding on bidders.
- 5.4. Verbal clarification and information given by WBSEDCL or his employee(s) or his representative(s) shall not in any way be binding on WBSEDCL.

6. AMENDMENT TO BIDDING DOCUMENT

- 6.1. At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment (s).
- 6.2. The amendment will be issued in e-procurement portal and such amendment will be binding on them.
- 6.3. In order to afford prospective Bidders reasonable time to take the amendment into



account in preparing their bids, WBSEDCL may, at its discretion, extend the deadline for the submission of bids.

- 6.4. Such amendments, clarifications, etc., shall be binding on the Bidders and shall be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

7. LANGUAGE OF BID

- 7.1. The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and owner 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 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.

8. LOCAL CONDITIONS

- 8.1. It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. WBSEDCL shall not entertain any request for clarifications from the Bidders, regarding such local conditions.
- 8.2. It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the Contract, awarded under these specifications and documents, will be entertained by WBSEDCL. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by WBSEDCL, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

9. DOCUMENTS COMPRISING THE BID

- 9.1. The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents as detailed in clause 3.0 above, indicating for the goods to be supplied and services to be rendered with a brief description of goods and services, quantity and prices.
- 9.2. The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualifying Requirements as detailed in Clause 11 of IFB document of Contract.
- 9.3. The Bid Security shall be in accordance with Clause 9.0 of IFB.

INSTRUCTIONS TO BIDDERS (SECTION II, VOL 1)



- 9.4. Bids containing deviations from provisions relating to the following clauses will be considered as non-responsive:
- a) **Bid Guarantee:** Clause 15, Section II, Volume 1
 - b) **Price Basis and Payments:** Clause 10, Section II, Volume 1
 - c) The essential minimum qualifying requirements: Clause 11, Section I IFB
- 9.5. The Bidder shall complete all the Schedules & Annexure in the Bid Proposal Sheets, Technical Data Sheets, and Price Sheets (Electronic Mode Only) and specified elsewhere. The Qualifying Data shall be filled in the required Schedule of Techno-Commercial sheets. While furnishing Qualifying Data, only the list of executed Works, similar in nature / Electrical works etc, shall be furnished. Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

10. BID PRICE

- 10.1. The **minimum amount for qualification shall be Rs. 1.00/KWH only. Bidding price less than Rs. 1.00 shall be treated as non responsive.**
- 10.2. WBSEDCL intends to set-up EV Charging Stations / Battery Swapping stations at WBSEDCL'S own land. The Revenue Sharing on rupees per kWh basis is proposed in the document
- i. The bidder shall quote **"amount in Rs. X per kWh"** that will be shared to WBSEDCL. Where 'X' is the highest offer of the bidder and shall not be less than 'Rs. 1.00'.
 - ii. The quoted amount shall be **exclusive** of applicable taxes.
- 10.3. As the tender is floated on revenue sharing basis, the materials required for the execution of work and carrying out operations shall be under the scope of the successful bidder.
- 10.4. Any alteration in the quoted price etc., will not be allowed on any grounds, such as mistake, misunderstanding etc., after the Bid has been submitted.
- 10.5. The bidder will not be entitled for any other charges, allowances or weightages apart from the quoted rates.

11. PRICE BASIS

- 11.1. The bidder must fill the price bid/schedule available along with the tender.
- 11.2. The rupees per kWh for revenue sharing should be exclusive of GST. In case bidder quotes the rates inclusive of GST, quoted rate shall be considered as exclusive of taxes and duties.



12. TAXES AND DUTIES

- 12.1. The prices quoted by the bidder shall be exclusive of all applicable taxes & duties.
- 12.2. Successful bidder shall pay all the statutory levies and taxes imposed by the Government or any other authorities present or future on the operation of EV charging stations.

13. INSURANCE

The Bidder's insurance liabilities pertaining to the scope of Works are detailed out in Clauses titled 'Insurance' in Clause 27 of General Terms and Conditions of Contract (GCC) of this Volume I. Bidder's attention is specifically invited to these clauses. Bid price shall include all the costs in pursuance of fulfilling all the insurance liabilities under the Contract.

14. PROVIDING ERECTION TOOLS AND TACKLES

The bidder should clearly understand that all special tools, tackles, cranes and vehicles required for erection of the equipment while carrying out the activities as detailed in the scope of the work shall be provided by the bidder himself.

15. BID GUARANTEE (EMD)

- 15.1. The Bidder shall furnish, as part of its bid, bid guarantee for an amount as specified in Section I – Invitation for Bids under the clause of 'Tender Processing Fees and Earnest Money Deposit'. The bid guarantee shall be valid for a period of **210** days from the date of opening of bids.
- 15.2. In case of insufficient bid security for multiple locations, bid of the concerned bidder shall be taken into consideration chronologically from location 1 to downwards upto eligible location as per submitted EMD.
- 15.2. The EMD is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to Clause 15.7. The bid guarantee shall be made payable to the owner without any condition whatsoever.
- 15.3. The bid guarantee shall be denominated in Indian Rupees only and shall be paid in the forms as detailed in clause 4 of Section I- Invitation for Bids (IFB).
- 15.4. Any bid not secured in accordance with the above paragraphs will be rejected by the owner as non-responsive.
- 15.5. Unsuccessful Bidder's bid guarantee (EMD) will be discharged/returned **within a period of one month from the date of execution of contract agreement with the successful bidder** but not later than 60 days after the expiration of the period of bid validity prescribed by owner.

INSTRUCTIONS TO BIDDERS (SECTION II, VOL 1)



- 15.6. The successful Bidder's bid guarantee (EMD) will be refunded after submission of performance guarantee, as per tender terms and conditions.
- 15.7. The bid guarantee may be forfeited:
- If a Bidder withdraws / modifies the bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - In case of a successful Bidder, if the Bidder fails to sign the Contract; or
 - In case of a successful Bidder, if the Bidder fails to furnish the Performance Guarantee.
- 15.8. The EMD shall be submitted along with the bid through e-procurement portal. The bidder should pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:
1. Net Banking through payment gateway
 2. RTGS/ National Electronic Fund Transfer(NEFT)
 3. Bank Guarantee

Bank details for preparation of Bank Guarantee (EMD)	Name of Bank:- Punjab National Bank
	Branch:-Kolkata, Salt Lake Sector-1
	Bank Account No.:-0952000100838439
	IFS Code:-PUNB0095200Bank Account Name : WBSEDCL
Designated Officer of WBSEDCL	Name :- Chief Engineer, Project III
	Address:- 2nd Floor, C Block, Bidyut Bhawan, Block – DJ, Sector – II, Bidhannagar, Kolkata – 700091
	Contact no.:- 8900793566 e-mail ID: ceprojiii@wbasedcl.in

- Any Bid without any Bid Security in accordance with provisions of this Clause will be rejected by the WBSEDCL and shall not be opened.
- In case of insufficient bid security for multiple locations, bid of the concerned bidder shall be taken into consideration chronologically from location 1 to downwards upto eligible location as per submitted EMD. Details calculation of EMD for single location to 111 nos location is attached **(Annexure-C)**

Hard copy of BG shall be submitted prior to the bid submission end date.

INSTRUCTIONS TO BIDDERS (SECTION II, VOL 1)



- 15.9. No interest shall be payable by WBSEDCL on the above EMD.

16. PERIOD OF VALIDITY OF BIDS

- 16.1. Bids shall remain valid for **180** days after the date of bid opening prescribed by the WBSEDCL unless otherwise specified in the Contract. A bid valid for a shorter period will be rejected as non-responsive.
- 16.2. In exceptional circumstances, owner may solicit the Bidder's consent for extension of the period of validity. The request and the response thereto shall be made in writing (including cable or telex or mail). The EMD provided under Clause 15 shall also be extended by the same period as the extension in the validity of the Bid. A Bidder may refuse the request without forfeiting his EMD. A Bidder granting the request will not be required or permitted to modify its bid.

17. TIME SCHEDULE

- 17.1. The basic consideration and the essence of the Contract is strict adherence to the Time Schedule in performing the specified Works.
- 17.2. The Owner's requirements of Completion Schedule for the Works are mentioned in the accompanying General Conditions of Contract. (Section GCC of the Bid Document). The Completion Schedule as stated in the Special Conditions of Contract shall be one of the major factors in consideration of the Bids.
- 17.3. The Owner reserves the right to request for a change in the Work Schedule during Pre Award discussions with successful Bidder.
- 17.4. The successful Bidder will be required to prepare detailed PERT Net Work (not Bar chart) and finalize the same with the Owner as per the requirement.

18. CONTRACT QUALITY ASSURANCE

- 18.1. The Bidder shall include in his proposal the Quality Assurance Program containing the overall Quality Management and Procedures which he proposes to follow in the Performance of the Works during various phases as detailed in relevant Clause of the General Technical Conditions.
- 18.2. At the time of Award of Contract, the detailed Quality Assurance Program to be followed for the execution of the Contract will be mutually discussed and agreed to and such agreed Program shall form a part of the Contract.



D. SUBMISSION OF BIDS

19. MODIFICATION AND WITHDRAWAL OF BIDS

- 19.1. The Bid shall be submitted in electronic form.
The Techno- Commercial Bid consists of Techno – Commercial Sheets
- 19.2. The Price Bid consists of Price Sheets
- 19.3. A prospective Bidder, who wishes to submit the Bid shall Technical-Commercial Bids, must include the Bid security submitted through any of the three e-payment modes mentioned in the e-procurement Portal.
- 19.4. Bidder shall key in the Prices and other details in Price Sheets and Techno-Commercial sheets and upload them on to the website on or before the time and date indicated in the Notification / Section IFB. Further no modification or withdrawal of Bid shall be allowed after the dead line.

20. DEADLINE FOR SUBMISSION OF BIDS:

- 20.1. Bid shall be uploaded to the e-procurement portal on or before the last date and time for submission of Bids indicated in Notification in IFB.
- 20.2. The Owner may, at his discretion, extend this deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

21. LATE BIDS:

- 21.1. Any Bid uploaded by Bidder after the Time and Date fixed or extended for submission of Bids prescribed by the Owner, will be rejected and not considered for evaluation.

E. BID OPENING AND EVALUATION

22. OPENING OF BIDS & CHECKS

- 22.1. Opening of bids will be carried out as per the schedule notified in the E-procurement portal.
- 22.2. The Bidder's representatives who are present shall sign in a Bid opening register.
- 22.3. The Chief Engineer, Project III, WBSEDCL will examine the Bids to determine whether the Bidder satisfies all the eligibility criteria and/or whether required sureties have been furnished



And/or whether the documents have been properly signed and whether the Bids are generally in order.

- 22.4. The bids shall be examined to determine whether
- 22.4.1. They are complete
 - 22.4.2. The bidder satisfies the eligibility criteria
 - 22.4.3. The required sureties have been furnished
 - 22.4.4. The documents have been properly signed
 - 22.4.5. The bids are generally in order.
- 22.5. Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

23. EVALUATION OF THE TENDERS

- 23.1 Bidder will be presented with list of sites. The list of sites is as mentioned in Annexure-1. The Successful Bidder would be selected through a competitive bidding process based on the essential minimum qualifying requirements (clause no: 11 of Section 1 IFB) and price bids.
- 23.2 **The financial offer of the bidder which is below Rs. 1.00/KWH will not be considered for evaluation and such bid shall be rejected.**
- 23.3 In the e-procurement portal, the bidder will have to bid a “Rs. per kWh” that will be shared with WBSEDCL.
- 23.4 The circular of West Bengal Government (Memorandum No: 2320-F(Y) dated 07.06.2022) shall be followed in case of tie (same rate quoted by two or more bidders).

24 CONTACTING THE OWNER

- 24.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by the owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the owner and/or his employees/representatives on matters related to the bids under consideration. The Owner, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.



- 24.2 No Bidder shall contact the Owner on any matter relating to its Bid, from the time of the bid opening to the time the contract is awarded.
- 24.3 Any effort by a Bidder to influence the Owner in the Owner's bid evaluation, bid comparison or contract award decisions may result in disqualification.

F. AWARD OF CONTRACT

25 AWARD CRITERIA

- 25.1 WBSEDCL will award the Contract to the successful Bidder whose bid has been determined to be responsive and has been determined as the successful bid with highest price, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. WBSEDCL shall be the sole judge in this regard.

Note: The successful bidder shall be entirely responsible for payment of all taxes, levies, duties, license fees, insurance etc., incurred until delivery of the contracted goods to the site. In respect of carrying out works, the successful bidder shall pay all types of fees, levies, taxes, duties, insurance etc. required to be paid by any National or State statute, ordinance or other law or any regulation or bye-law of any local or other duly constituted authority in relation to the execution of works and by the Rules and Regulations of all Public bodies and companies whose property or rights are affected or may be affected in any way of the works. The successful bidder shall in compliance with the above keep the WBSEDCL indemnified against all such penalties and liability of every kind for breach of any statute, ordinance or law, Regulation or bye-law. Nothing in the contract shall relieve the successful bidder from his responsibility to pay any tax that may be levied by the Government on the turnover / profits etc., made by him in respect of the contract.

- 25.2 Notwithstanding the above, if it is found that the performance vis – a - vis works awarded to the Bidder by WBSEDCL is either behind schedule or not satisfactory, WBSEDCL will be at liberty to disqualify the Bidder and reject its Bid at any stage of processing of the Bid.

26 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 26.1 The Owner 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 the Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the owner's action.

27 NOTIFICATION OF AWARD

- 27.1 Acceptance of work rates by the Purchaser will be communicated in writing by registered letter or by e-mail. In case the acceptance is communicated in writing by registered letter or by e-mail, the formal work order will be forwarded to the supplier as soon as possible and the instructions contained in the acceptance letter should be acted upon immediately. Posting of L.O.I. even on the last day of validity of offer shall be binding upon the bidder.

INSTRUCTIONS TO BIDDERS (SECTION II, VOL 1)



- 27.2 The notification of the award will constitute the formation of the Contract.
- 27.3 Upon the successful Bidder's furnishing of Contract Performance Guarantee, the owner will notify each unsuccessful Bidder and will discharge their EMD.

28 SIGNING OF CONTRACT

- 28.1 Once the LoA is issued and its acknowledgement is received, it shall be ensured by the bidder that formal Contract Agreement, appending therewith all the documents forming part of the Contract, is signed between WBSEDCL and the Contractor in two original copies, within 28 days from date of receipt of LoA as per Annexure-E in the Bidding Documents.
- 28.2 At the same time, as the owner notifies the successful Bidder that their bid has been accepted, the owner will send the Bidder the detailed Letter of Award, incorporating all agreements between the parties.

29 CONTRACT PERFORMANCE GUARANTEE

- 29.1 The successful bidder shall have to deposit performance security of Rs. 54,750.00 (Rupees Fifty four thousand seven hundred fifty) per location for the performance of the contract in the form of BG from a Scheduled Bank (**Annexure F**). The guarantee shall be valid up to a period of 90 days after the expiry of overall engagement period. The Performance guarantee shall be submitted within fifteen days (15 days) or before signing of contract agreement whichever is earlier from the date of issuance of LoA.

The performance security of a Joint Venture (JV) shall be in the name of the Joint Venture (JV) specifying the names of all members.

Bank details are furnished below:

Bank details for preparation of Bank Guarantee (Performance Security):-	Name of Bank:- Punjab National Bank
	Branch:-Kolkata, Salt Lake Sector-1
	Bank Account No.:-0952000100838439
	IFS Code:-PUNB0095200, Bank Account Name : WBSEDCL
Designated Officer of WBSEDCL	Name :- Chief Engineer, Distribution Project III
	Address:- 2nd Floor, C Block, Bidyut Bhawan, Block – DJ, Sector – II, Bidhannagar, Kolkata – 700091
	Contact no.:- 8900793566 e-mail ID: ceproji@wbstedcl.in

INSTRUCTIONS TO BIDDERS (SECTION II, VOL 1)



- 29.2 The performance security amount in whole or any part there is liable for forfeiture in case of un-satisfactory execution as defined in the Service Level Agreements (SLA).
- 29.3 The security amount will be released after fulfillment of the conditions as per bid documents.
- 29.4 If the bidder is found to default on any of the conditions on any of the sites in this tender document, except for reasons outside the control of the bidder, then WBSEDCL is at liberty and shall forfeit the performance security.
- 29.5 The Performance Guarantee shall cover additionally the following guarantees:
The successful Bidder guarantees the successful and satisfactory operation of the EV Charging Stations, as per the specifications and documents.
- 29.6 The Contract Performance Guarantee is intended to secure the performance of the entire Contract.
- 29.7 The Performance Guarantee will be returned to the Contractor without any interest at the end of engagement period, unless otherwise specified in the Contract.
- 29.8 Under no circumstances, exemption from performance security deposit is permitted.

Sd/-
Chief Engineer,
Project III,
WBSEDCL

END OF ITB



GENERAL TERMS & CONDITIONS OF CONTRACT

VOLUME 1, SECTION III



West Bengal State Electricity Distribution Company Limited
Bidyut Bhawan, Block – DJ, Sector – II,
Bidhannagar, Kolkata – 700091



Contents

1. General Terms & Conditions of Contract (GCC).....	4
2. DEFINITION OF TERMS.....	4
3. APPLICATION.....	6
4. STANDARDS.....	6
5. LANGUAGE AND MEASURES.....	7
6. CONTRACT DOCUMENTS.....	7
7. USE OF CONTRACT DOCUMENTS AND INFORMATION.....	7
8. CONSTRUCTION OF THE CONTRACT.....	8
9. AMENDMENT.....	8
10. JURISDICTION OF THE CONTRACT.....	8
11. MANNER OF EXECUTION OF THE CONTRACT.....	8
12. ENFORCEMENT OF TERMS.....	9
13. COMPLETION OF THE CONTRACT.....	9
14. TIME – THE ESSENCE OF THE CONTRACT.....	9
15. INSTALLATION.....	10
16. EFFECTIVENESS OF THE CONTRACT.....	12
17. TAXES, PERMITS & LICENCES.....	12
18. PATENT RIGHTS AND LOYALTIES.....	12
19. DEFENCE OF SUITS.....	13
20. LIMITATION OF LIABILITIES.....	13
21. ENGINEER’S DECISION.....	14
22. ASSIGNMENT OF CONTRACT.....	14
23. NO WAIVER OF RIGHTS.....	14
24. PROGRESS REPORTS & PHOTOGRAPHS.....	14
25. PAYMENTS.....	15
26. PENALTY FOR DELAY IN EXECUTION/NON- EXECUTION OF THE WORK.....	15
27. DEDUCTIONS FROM CONTRACT PRICE.....	15
28. INSURANCE.....	15
29. LIABILITY FOR ACCIDENTS AND DAMAGES.....	16

General terms & conditions of contract (Vol I, section III)



WBSEDCL

30.	DEMURRAGE, WHARFAGE, ETC.	16
31.	FIRST AID	17
32.	FORCE MAJEURE	17
33.	CONTRACTOR`S DEFAULT/LIQUIDATED DAMAGES	17
34.	TERMINATION OF CONTRACT ON OWNER`S INITIATIVE	18
35.	SETTLEMENT OF DISPUTES	188



General Terms & Conditions of Contract (GCC)

A. INTRODUCTION

1. DEFINITION OF TERMS

- 1.1. 'Contract' means the agreement entered between the Owner and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2. 'Owner' shall mean West Bengal State Electricity Distribution Company Limited, (WBSEDCL) and shall include its legal representatives, successors and assigns.
- 1.3. 'Contractor' or 'Manufacturer' or 'Selected Bidder' or 'Bidder' or 'Successful Bidder' shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.4. 'Engineer' shall mean the Chief Engineer, Dist Project-III, WBSEDCL or the Divisional Manager of the division or the officer appointed by WBSEDCL to act as Engineer from time to time for the purpose of the Contract.
- 1.5. 'Consulting Engineer'/'Consultant' shall mean any firm or person duly appointed as such from time to time by the Owner.
- 1.6. The terms 'Equipment', 'Stores' and 'Materials' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 1.7. 'Works' shall mean and include all the activities to be carried out as per the detailed scope of the work.
- 1.8. "Specifications" shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon
- 1.9. The term 'Contract price' shall mean the price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award, for the entire scope of the works.
- 1.10. 'Inspector' shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of the Owner.
- 1.11. 'Site' shall mean and include the Land and other places on, into or through which the Works and the related facilities are to be Erected .
- 1.12. 'Notice of Award of Contract'/'Letter of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 1.13. 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of



Award has been issued.

- 1.14. 'Month' shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

A 'Week' shall mean continuous period of seven (7) days.

- 1.15. 'Writing' shall include any manuscript, type written or printed statement, with signature and/or seal as the case may be.
- 1.16. Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
- 1.17. "Startup" shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start-up period shall include preliminary inspection and check-out of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut- down, inspection and adjustment prior to the trial operation period
- 1.18. "Performance and Guarantee Tests", shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 1.19. The term "Final Acceptance"/ "Taking Over" shall mean the Owner's written acceptance of the Works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract
- 1.20. 'Commercial Operation' shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the Owner to be available for continuous operation at different loads up to and including rated capacity. Such declaration by the Owner, however, shall not relieve or absolve the Contractor of any of his obligations under the Contract.
- 1.21. 'Guarantee Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the Contract.
- 1.22. 'Engineer in charge of work' shall mean the Divisional Manager of the respective Division awarded.
- 1.23. 'Latent Defects' shall mean such defects caused by faulty material or work-man-ship which cannot be detected during inspection, testing etc, based on the technology available for carrying out such tests.

- 1.24. 'Plans, shall mean all:

1.24.1. Drawings furnished by the Owner/Consultant as a basis of Bid/Proposals.

1.24.2. Supplementary drawings furnished by the Owner/Consultant to clarify and to define in



greater detail the intent of the Contract.

- 1.24.3. Drawings submitted by the Contractor with his bid provided such drawings are acceptable to the Owner/Consultant
- 1.24.4. Plans submitted by the Contractor for executing the works with his bid provided such plans are acceptable to the Owner/Consultant.
- 1.24.5. Engineering data and drawings submitted by the Contractor as per designs during the progress of the work provided such drawings are acceptable to the Engineer/Owner.
- 1.25. Words imparting the singular only shall also include the plural and vice – versa where the context so requires.
- 1.26. Words imparting 'Person' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.
- 1.27. Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act 1930, failing that in the Indian Contract Act 1872 and failing that in the General Clauses Act 1897 including amendments thereof, if any.
- 1.28. Commissioning: Under this contract shall mean Charging the vehicle after Completion of Erection, Testing and Completion of Pre-Commissioning checks after necessary approvals from Electrical Inspectorate (if applicable).
- 1.29. In addition to the above the following definitions shall also apply:
 - a) 'All equipment and materials' to be supplied shall also mean 'Goods'.
 - b) 'Constructed' shall also mean 'erected and installed'.
 - c) 'Contract Performance Guarantee' shall also mean 'Contract Performance Security'.

2. APPLICATION

- 2.1. These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. STANDARDS

- 3.1. The EV Charging Station under this Contract shall conform to the standards mentioned in the Guidelines i.r.o. Charging Infrastructure for Electric Vehicle (EV) issued vide Circular No. 12/2/2018-EV(com No.244347) dated 14th January 2022 by Ministry of power, Govt of India.



4. LANGUAGE AND MEASURES

- 4.1. All documents pertaining to the Contract including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric System of measurement shall be used exclusively in the Contract.

5. CONTRACT DOCUMENTS

- 5.1. The term Contract Documents shall mean and include the following, which shall be deemed to form an integral part of the Contract:
- a) Invitation to Bid including letter forwarding the Bidding Documents, Instructions to Bidders, General Terms and Conditions of Contract and all other documents included under Volume- I.
 - b) Contractor's Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Contractor and the Owner/Consultant prior to the Award of Contract except to the extent of repugnancy.
 - c) All the materials, literature, data and information of any sort given by the Contractor along with his bid, subject to the approval of the Owner /Consultant.
 - d) Letter of Award and any agreed variations of the conditions of the documents, if any.
- 5.2. In the event of any conflict between the above mentioned documents, the matter shall be referred to the Chief Engineer, Dist Project-III whose decision shall be considered as final and binding upon the parties.
- 5.3. All the relevant Information furnished by the Contractor such as Specifications of Material/ Equipment, Design, Literature, Drawings or any other Data during the course of Contract will become the Property of the Owner and Owner will have full rights to use the same elsewhere. After expiry of contract period, equipment(s) / chargers will be dismantled and taken back to their custody.

6. USE OF CONTRACT DOCUMENTS AND INFORMATION

- 6.1. The Contractor shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for the purpose of such performance.
- 6.2. The Contractor shall not, without the Owner's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.
- 6.3. The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract,



or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Owner.

- 6.4. Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Contractor's performance under the Contract if so required by the Owner.

7. CONSTRUCTION OF THE CONTRACT

- 7.1. Notwithstanding anything stated elsewhere in the bid documents, the Contract to be entered into will be treated as a single contract for installing, commissioning and operating EV Charging Stations as detailed in the scope of works.
- 7.2. The Contract shall in all respects be construed and governed according to Indian Laws.

8. AMENDMENT

- 8.1. No amendment or other variation of the contract shall be effective unless it is in writing, is dated, expressly refers to the contract, and is signed by a duly authorized representative of each party hereto.

9. JURISDICTION OF THE CONTRACT

- 9.1. The laws applicable to the Contract shall be the laws in force in India. The Courts in Kolkata, West Bengal shall have exclusive jurisdiction in all matters arising under this Contract.

10. MANNER OF EXECUTION OF THE CONTRACT

- 10.1. The Owner, after the issue of the Letter of Award to the Contractor, will send one copy of the final Contract Agreement to the Contractor for his scrutiny and approval.
- 10.2. The Agreement, unless otherwise agreed to, shall be signed within 15 days of the Letter of Award between WBSEDCL and successful bidder, at the office of the Owner on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, Performance Bank Guarantee in four copies, appropriate power of attorney and other requisite materials at the office of Chief Engineer, Dist Project-III, 2nd floor, C Block, Bidyut Bhavan, WBSEDCL. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the Proposal will have to be extended accordingly.
- 10.3. The Agreement will be signed in 2 (two) originals and the Contractor shall be provided with one signed original and the other will be retained by the WBSEDCL.
- 10.4. Subsequent to signing of the Contract Agreement, Concession Agreements shall be executed between the Lead Bidder and the Authorized Representative of WBSEDCL for executing work and operating EV Charging Stations over the engagement period.



WBSEDCL

- 10.5. Subsequent to signing of the Concession Agreement, the Contractor at his own Cost shall provide the Owner with at least 10 (ten) true Bounded Copies of Contract documents within thirty (30) days after the signing of the Contract.

11. ENFORCEMENT OF TERMS

- 11.1. The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect

the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the Contract.

12. COMPLETION OF THE CONTRACT

- 12.1. Unless otherwise terminated under the provisions of any other relevant clause, the contractual (Engagement) period from date of hand over of site shall be 120 months (execution period is included within engagement period).

B. GUARANTEES & LIABILITIES

13. TIME – THE ESSENCE OF THE CONTRACT

- 13.1. The timelines for Commissioning of Electric Vehicle Charging Stations (EVCS) as detailed in the scope of the works and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete the work in stipulated timelines.
- 13.2. The Contractor shall submit a detailed PERT Network Chart, within the time frame agreed, consisting of adequate number of activities covering various key Phases of the Work such as Design, Procurement, Manufacturing, Shipment, Receiving of the Owner Supplied Equipment (if any), and Field Erection activities within fifteen (15) days of the date of Letter of Award. This Network shall also indicate the Interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the Network so submitted with the Owner and the agreed Network shall form part of the Contract Documents. During the Performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained; Suitable changes shall be made in the Contractor's Operations to ensure proper progress without any Cost implication to the Owner. The Interface Facilities to be provided by the Owner in accordance with the agreed Network shall also be reviewed while reviewing the progress of the Contract. The PERT Network should be reviewed, updated, once every Month and submitted to Engineer for approval.
- 13.3. Based on the above-agreed Network Chart, weekly reports shall be submitted by the Contractor as directed by the Engineer.



WBSEDCL

- 13.4. Subsequent to the, finalization of the Network, the Contractor shall make available to the Engineer a detailed delivery schedule of equipments, in line with the agreed Contract Network. Such schedule shall be reviewed, updated and submitted to the Engineer once every two weeks thereafter.
- 13.5. The contractor shall submit location-wise estimated EVSEs breakup to Chief Engineer, Dist Project-III, C Block, 2nd floor, Bidyut Bhavan within 30 days from the letter of Award.
- 13.6. **The successful bidder shall complete the work of Commissioning of EVCS as detailed in the scope of the work within 6 months of the date of handing over of site.** However consequent to delay in execution of works attributable to the Owner, the Bidder shall not be held responsible for the same.
- 13.7. The reporting/verifying/approving authority may suggest changes in the proposed plans which shall be incorporated by the Selected Bidder.
- 13.8. The Selected Bidder shall also submit monthly compliance reports with details of number of EVSEs provided each location.
- 13.9. The Selected Bidder shall submit the progress reports for number of EVSE installed and commissioned on weekly basis.
- 13.10. The formats for reporting compliance of number of EVSE installed and commissioned shall be as decided by Chief Engineer, Dist Project-III, C Block, 2nd floor, Bidyut Bhavan .

14. Installation

14.1 Contractor's Supervision

The Contractor shall give or provide all necessary supervision during the installation of the Facilities, and the site supervisor shall be constantly on the Site to provide full-time supervision of the installation. The Contractor shall provide only personnel who are skilled and experienced in their respective field.

14.2 Labour

- a. The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Contractor is bound to abide by the Labour Laws enforced by Govt of West Bengal/Govt of India.
- b. Unless otherwise provided in the Contract, the Contractor at its own expense shall be responsible for the recruitment, transportation, accommodation and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.
- c. The Contractor shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labour of its Subcontractors.



WBS&DCL

- d. The Contractor shall, in all dealings with its labour and others connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.

14.3 Site Regulations and Safety

14.3.1 The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare & submit to Employer, the proposed Site regulations for Employer's approval, which approval shall not be unreasonably withheld.

14.3.2 Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

14.4 Compliance with Labour Regulations

14.4.1 During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made there under, regulations notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The employees of the Contractor and the Sub-contractor in no case shall be treated as the employees of the Employer at any point of time.

14.4.2 The Contractor shall keep the owner indemnified in case any action is taken against the owner by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.

14.4.3 If the owner is caused to pay under any law as principal employer such amounts as may be necessary to cause or observe, or for nonobservance of the provisions stipulated in the notifications/ byelaws/Acts/ Rules/regulations including amendments, if any, on the part of the Contractor, the owner shall have the right to deduct any money due to the Contractor under this contract or any other contract with the owner including his amount of performance security for adjusting the aforesaid payment. The owner shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the owner. Notwithstanding the above, the Contractor shall furnish to the owner the details/documents evidencing the Contractor's compliance to the laws applicable to establishments engaged in building and other construction works, as may be sought by the owner. In particular the Contractor shall submit quarterly certificate regarding compliance in respect of provisions of Employees Provident Fund and Misc. Provisions Act 1952 to the owner.

14.5 Site Clearance

14.5.1 Site Clearance in Course of Performance

In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.



WBSEDCL

14.5.2 Clearance of Site after Completion

After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities clean and safe.

14.6 Watching and Lighting

14.6.1 The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public

15 EFFECTIVENESS OF THE CONTRACT

15.1 The Contract shall be considered as having come into force from the date of the notification of award unless otherwise provided in the notification of award.

16 TAXES, PERMITS & LICENCES

16.1 The Contractor shall be liable and pay all non-Indian taxes, duties, levies lawfully assessed against the Owner or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.

16.2 No claim for any increase towards the Statutory Variation regarding enhancement of existing Tax or Duty or introduction of a new Tax or Duty applicable shall be entertained by the owner during the extended period of contract, if any, if extension of the Contract is required due to the causes attributable to the Contractor.

16.3 The Owner will deduct Taxes applicable at Source as per applicable law from the proceeds payable to the Contractor.

17 PATENT RIGHTS AND ROYALTIES

17.1 Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Owner indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Owner, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply with any decree, order or award made against the Owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the Owner for any purpose or any manner other than



WBSEDCL

that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall at his option and at his own expense, either procure for the Owner, the right to continue the use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

18 DEFENCE OF SUITS

18.1 If any action before any court of law is brought against the Owner or Engineer or an officer or agent of the Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, or in connection with any claim based on lawful demands of Sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Owner, and the Engineer and/or his representative, indemnified harmless from all losses, damages, expenses or decrees arising of such action.

19 LIMITATION OF LIABILITIES

- 19.1 The Bidder shall be liable to WBSEDCL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Bidder and its employees, including loss caused to WBSEDCL on account of deficiency in Services or any other Deliverables on the part of Bidder or its agents or any person / persons claiming through or under said System Integrator. However, such liability of Bidder under this Agreement shall not exceed 100% of the Total Value of the Performance Security.
- 19.2 Except as otherwise provided herein, in no event shall either Party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, lost savings, death, IP infringement) nor for any third party claims, even if it has been advised of their possible existence.
- 19.3 This limitation of liability provided in this Clause shall not limit the Bidders liability for the indemnity obligations as agreed in this Agreement.
- 19.4 The final payment by the Owner by releasing the Contract performance Guarantee in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final payment shall be made only at the end of the contract period, and till such time as the Contractual liabilities and responsibilities of the Contractor, shall prevail. All other payments made under the Contract shall be treated as on-account payments.



20 ENGINEER'S DECISION

- 20.1 In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.
- 20.2 If, in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.
- 20.3 It is the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

21 ASSIGNMENT OF CONTRACT

- 21.1 The details of EV Charging equipment vendors along with details of specification of equipment under consideration by the Contractor for this Contract shall be furnished to the ordering authority for information prior to procurement. Copy of purchase order shall be provided by the contractor to the ordering authority. Such information shall not relieve the Contractor of any obligation, duty or responsibility under the Contract. Any assignment as above, without prior written information to the ordering authority, shall be void.

22 NO WAIVER OF RIGHTS

- 22.1 Neither the inspection by the Owner or the Engineer or any of their officials, employees, or agents nor any order by the Owner or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the Works by the Owner or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

23 PROGRESS REPORTS AND PHOTOGRAPHS

During the various stages of the work in pursuance of the Contract, the Contractor shall at his own cost submit periodic progress reports as may be reasonably required by the Engineer and detailed in the scope of works with photographs etc. or as may be required by the Engineer.



24 PAYMENTS

- 24.1 The revenue sharing shall be done between WBSEDCL and the Concessionaire / bidder. As per the provisions of agreement all the disputes regarding land related matters shall be resolved mutually between WBSEDCL and the Concessionaire/bidder.
- 24.2 The payment shall be made by Concessionaire to WBSEDCL through ESCROW mechanism at a fixed rate (as discovered in the tender) recorded in the CMS through the charging stations.
- 24.3 The CMS dashboard access shall be provided to WBSEDCL for verifying the monthly revenue out of the charging.
- 24.4 The revenue generated from the EV Charging Stations will be deposited in an ESCROW account and will be shared between Concessionaire and WBSEDCL in mutually agreed ratio i.e., WBSEDCL shall get the revenue as discovered in the tender.
- 24.5 Action against any non-payment of dues by the concessionaire to WBSEDCL, shall include but is not limited to encashing the performance security submitted by the concessionaire.
- 24.6 **Currency of Payment:** All payments under the Contract shall be in **Indian National Rupees** only.

25 PENALTY FOR DELAY IN EXECUTION/NON- EXECUTION OF THE WORK.

For delay in not taking up the works as planned and not completing the erection of the EVSE, a penalty as per SLA in Sec-IV, Special Conditions of Contract will be levied against the works of those EV Charging Stations.

26 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses which the Owner may have paid, for which under the Contract the Contractor is liable, will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within thirty (30) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount, from performance security or may be recovered by application of Law or otherwise.

C. RISK DISTRIBUTION

27 INSURANCE

- 27.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner against all perils. The form and the limit of such insurance as defined



WBSEDCL

herein together with the under-writer in each case shall be acceptable to the Owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.

- 27.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.
- 27.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cover the cost of erection of transformer centre as per new design inclusive of supply of materials, erection at site and inspectorate charges. The insurance policies to be taken should be on cost of transformer center as per new design incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements.
- 27.4 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price,

28 LIABILITY FOR ACCIDENTS AND DAMAGES

Under the Contract, the Contractor shall be responsible for loss or accidents which might arise owing to non – observation of safety requirements or else wise by its staff during erection of the EVSEs and associated accessories. Also the contractor shall be responsible for loss or damage to the plant until successful completion of commissioning as defined elsewhere in the Bid document.

29 DEMURRAGE, WHARFAGE, ETC.

All demurrage, wharfage, and other expenses incurred due to delayed clearance of the Material or any other reason shall be to the account of the Contractor.



30 FIRST AID

To deal with emergency/accidental eventualities at works site, the Contractor shall make all such arrangements necessary, such as services of an ambulance etc. for transportation to hospital at his own cost.

31 FORCE MAJEURE

31.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foresee or despite reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

- a. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
- b. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, and embargoes.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

31.1 The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above

31.2 The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of obligation has been delayed due to other causes.

32 CONTRACTOR'S DEFAULT/LIQUIDATED DAMAGES

In case of any delay in the execution of the order beyond the stipulated date including any extension permitted in writing, WBSEDCL reserves right to recover from the Contractor a penalty at the rate of INR 5,000 per site for every one week's delay or any part thereof, subjected to a maximum of INR 50,000/-. The amount of penalty can be recovered from any amount including performance security.

33 TERMINATION OF CONTRACT

33.1 WBSEDCL can terminate the contract in case of insufficient performance security/non compliance of service level Agreement. If such case arises, 30 days prior notice shall be issued before termination of the contract.



WBSEDCL

- 33.2 The owner/agency may apply for terminating the contract by serving 3(three) months notice in writing after 02(two) years from the date of commercial operation of the site and in such event of termination of contract the performance security shall be refunded to the bidder. If the agency request for discontinuation of the contract before 02(two) years from the date of commercial operation of site and contract is terminated then Performance security shall not be refunded.
- 33.3 Pursuant to clause above, Concessionaire shall remove the Charging Units and other infrastructure (created by Concessionaire) at its own cost.
- 33.4 The activities pursuant to the Exit Management will be completed within 30 days' from the date of issue of notice. However, Parties may mutually increase or decrease the execution period based on real time requirements.

D. RESOLUTION OF DISPUTES

34 SETTLEMENT OF DISPUTES

- 34.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.
- 34.2 If any dispute or difference of any kind, whatsoever, shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, be referred to and settled by the AGM(HR&A), Distribution Project-III, Block C, 2nd floor, Bidyut Bhavan who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Contractor.
- 34.3 All the differences or disputes arising out of the contract/agreement if any further shall be decided by a competent Court at Kolkata in the event the decision of the AGM(HR&A), Distribution Project-III, WBSEDCL appears to be unsatisfactory to the contractor, at its instance.

Sd/-

**Chief Engineer,
Project III,
WBSEDCL**

END OF ITB

Section – IV – Special Conditions of Contract



CONTENTS

1. Background	2
2. Definitions	2
3. Scope of Work	3
4. Engagement Period	4
5. About Locations	5
6. Public Charging STATIONS – Mandates	5
7. Charging Station Functionalities	6
7.1 User functionalities	6
7.2 Communication Requirements	6
7.3 Data Sharing Requirements	7
8. Information to open database	7
9. Safety Norms	8
10. Billing and payment requirements	8
11. Service Level Agreement (SLA)	9
12. Electricity	10
13. SLA Exclusions	10
14. Other requirements	11
15. Branding Guidelines	11
15.1 General guidelines	11
15.2 Logos and images	11
15.3 Materials to use and not to use - Recommended guidelines	11
15.4 Charging bays	11
15.5 Canopy	12
15.6 Tower	12
15.7 Entry Exit and Navigation Signage	12
15.8 Operation of Charging Station	12
15.9 Charging Station Signage/Banner	12

Section – IV – Special Conditions of Contract



WBSEDCL

SPECIAL CONDITIONS OF CONTRACT (SCC)

1 Background

Power Department, Government of West Bengal issued Electric Vehicle Policy 2021 (No: 189-POW-2021 date: 3rd June'2021) in which state will target to be the best state in electric mobility penetration by 2030 and target to have 10 lakh EVs, combined across all segment of vehicles, during the policy implementation. WBSEDCL has been designated as the "State Nodal Agency" for setting up Charging Infrastructure for Electric Vehicle vide notification no. 51-PO/O/C-III/4M-27/2017 Dated 12.03.2019. By this time, with due approval of WBERC, specific Tariff for EV Charging station's service connection has also been issued by CE, Regulation, WBSEDCL. The gist of tariff order dated 22.07.2022 for the year 2022-23 is available in www.wbsedcl.in. Because of the vast infrastructure needed to charge electric vehicles (EVs), utilities hold the keys to accelerating their deployment. By accelerating EV deployment, utilities can increase energy demand and revenue growth. Charging infrastructure will play a pivotal role on EV deployment, and, in the absence of a proactive plan and schedule, is a major impediment to mass market adoption. Infrastructure limitations are particularly pertinent to EVs due to their sole dependency on electricity. The charging infrastructure includes all of the hardware and software that ensures energy is transferred from the electric grid to the vehicle. Charging locations combined with an acceptable charging time strategy encourages better use of Electric Vehicles by general public in West Bengal. WBSEDCL is seeking proposals from interested agencies for "Supply, Installation, Operation and Management of Electric Vehicle Charging Station/ Battery Swapping station at "WBSEDCL's own land".

2 Definitions

- 2.1. **Bidder:** Entity which is eligible to bid for the concessional locations in this tender as per the eligibility criteria laid down this RFP.
- 2.2. **Concessionaire:** Entity which has won the bid for operating and maintaining PCS for the concessional locations under this NIT for the engagement period as mentioned in Section.
- 2.3. **Electric Vehicle Supply Equipment (EVSE):** Element in EV charging infrastructure that supplies electric energy for recharging the battery of electric vehicles.
- 2.4. **Public Charging Stations (PCS):** Consists of EVSE, associated electrical infrastructure, space for parking (with clearance), ingress/egress for vehicles and has open (unrestricted) access for the public. Additionally, PCS must not have any usage restriction for any EV user. For instance, PCS usage cannot be restricted by providing services only on a subscription basis.
- 2.5. **Battery Swapping Facility (BSF):** A station where a discharged or partially charged battery of an EV can be swapped for a fully charged battery.
- 2.6. **Slow Charger/Moderate/Fast Charger:** For the purpose of this tender, a moderate / fast charger as defined in the revised consolidated Guidelines and Stands issued dated 14th January, 2022 or updated in later on.

Section – IV – Special Conditions of Contract



- 2.7. **Downtime:** refers to the time duration when EV charger is non-operational due to disruption in power supply or disruption in IT service (server-side error) or both. In this context, the downtime due to disruption in power supply from the WBSEDCL will not be accounted for penalty. Therefore, here "Downtime" is accounted due to disruption in IT service or faulty equipment. Downtime is measured based on server-side error rate.
- 2.8. **Monthly Uptime Percentage:** means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- 2.9. **Electricity Tariff:** Refers to the cost of energy charges including tariff associated charges viz. regulatory surcharges, electricity duty, fuel adjustment charges, meter rent etc. as charged by WBSEDCL. The Concessionaire can pass through the Electricity Tariff to the EV users of PCS as is.
- 2.10. **Operationalization:** Means that EV users have unrestricted access to the charging station and are able to charge their vehicles.
- 2.11. **Operating Time:** means the period during which charging can be carried out at a charging station (by default this is possible 24/7).
- 2.12. **Service Charges:** The total per unit rate the end user pays to the Charge Point Operator. This includes electricity portion plus service charges excluding applicable taxes. The bill invoice to the consumer must include all cost components such as Electricity Portion, Service Charges, Discounts, Penalties, Taxes etc.

3 Scope of Work

Supply, Installation, operation and Management of Electric Vehicle Charging Station/ Battery Swapping stations at the cost of bidders. The tentative locations across West Bengal under WBSEDCL Jurisdiction is enclosed as Annexure-A. Approximate Area/Space with geo location for setting up EV Charging / Battery Swapping Stations are also furnished against each location in Annexure A.

Necessary physical verification of site & technical feasibility study shall be done by the applicant before submission of the bid.

Maximum Contractual demand per connection: upto 200 KVA

The selected agency shall:

EV Chargers shall support 2 Wheeler, 3 Wheeler or 4 Wheeler.

- 3.1 Plan, Design, Develop, Invest in, Operate and Maintain the interoperable Electric Vehicle Chargers / Battery Swapping systems along with its associated infrastructure for 2 wheeler, 3 wheeler or 4 wheeler. Manage the business in an unmanned / smart way.
- 3.2 pay necessary cost for effecting service connection from LV side of distribution transformer to meter along with security deposit as per applicable rate for the

Section – IV – Special Conditions of Contract



quantum of power. Necessary electrical infrastructure upto 200 KVA load demand for EV charging station's connection shall be developed by WBSEDCL at each location.

- 3.3 apply for Prepaid/Postpaid metering as applicable. In case of prepaid metering, no security deposit is required.
- 3.4 Apply for an electrical connection within 30 days of the signing of the contract agreement to the respective offices of WBSEDCL. WBSEDCL shall provide requisite connections.
- 3.5 Pay the Monthly Electricity bill of the EV Charging/ Swapping Station set up timely as per applicable tariff of WBSEDCL for electric vehicle charging stations
- 3.6 Extend all necessary support to WBSEDCL for smoother and faster creation of EV charging station in West Bengal. Engage network service provider for providing on line information of the location & other parameters of public Charging Station as per guidelines of MoP in consultation with WBSEDCL.
- 3.7 Utilize the space only for the purpose of Public Charging stations / Battery Swapping systems of EVs. No other activities will be allowed at the locations.
- 3.8 Bear the cost associated with civil works for public charging station/Battery swapping systems of EVs (e.g- cost related to demarcation of the space /land, separate entry/exist and other allied works as per requirement of site).
- 3.9.1 The public charging station should have one number of fast charger @ 30 KW and above and one number of slow/moderate charger. Additionally agency/bidder may install more numbers of chargers based on space availability and demand. Further, maximum of one numbers of battery swapping facility/kiosk can be installed which is also an option based on the demand/requirement.
- 3.9.2 The safety and security of the vehicles that are utilizing the charging facility will be the responsibility of the Operator.
- 3.9.3. The charging infrastructure should be operationalized with minimum mandate as defined above within 180 days from date of handing over the site/location.

4 Engagement Period

The contract agreement will be valid for a period of 120 months from the date of handing over the site. Upon the end of the engagement period, all the equipments/Chargers should be dismantled and taken custody to the agency.

Section – IV – Special Conditions of Contract



5 About Locations

- 5.1. Locations for setting Public Charging Stations (PCS) will be allotted on concessional basis initially for an engagement Period of 120 months with clearly demarcated service level agreements (SLA) as delineated in Section 11.0.
- 5.2. All costs associated with the installation of upstream electrical infrastructure including installation of Distribution Transformer against each site upto 200 KVA load demand for EV charging station shall be developed by WBSEDCL except the cost of service connection from LV side of distribution transformer to meter.
- 5.3. The locations listed in Annexure-1 are tentative in nature and concessionaire shall have rights to install infrastructure for EV charging station only after executing agreement with WBSEDCL.
- 5.4. The costs associated with civil works on any locations (e.g- cost related to demarcation of the space /land, separate entry/exist and other allied works as per requirement of site) shall be the responsibility of the agency/bidder.
- 5.5. WBSEDCL reserves the right to alter the exact location of any of the sites and offer the agency a new site in the proximity of the site being replaced. In such a scenario, agency will be required to fulfill all mandates mentioned in any part of this document on the new site.

6 Public Charging Stations – Mandates

- 6.1. Charging Station installed at each location is termed as a Public Charging Station (PCS). A PCS should have a minimum number of fast and slow chargers. Additionally, bidder is at liberty to install more number of EVSEs based on space availability and demand. Further, maximum of 01 no. of Battery Swapping Facility / Kiosk can be installed which is an option based on the demand / requirement.
- 6.2. All the AC or DC chargers which meet the standards defined as per Ministry of Power (MOP) Notification vide No 12/2/2018-EV dated 14th January 2022 titled "Charging infrastructure for Electric Vehicles - Revised Guidelines and Standards - reg' and subsequent amendments thereof. Additionally, each PCS and BSF should adhere to all other standards/conditions defined in any part of this document.
- 6.3. Allowable maximum rate of service charges is @ Rs 18.00 per KWH or the rate defined in the guideline of state of W.B/GOI. The rate is excluding GST.
- 6.4. The minimum mandates for each location should be operationalized in the period defined in Clause 3.9.1. The failure to operationalize the mandates will lead to weekly penalty as defined in SLA under Clause 11.0 of this section.
- 6.5. The agency must submit an operationalization plan within 28 days from the date of agreement.
- 6.6. PCS should be made operational only after requisite clearances are obtained as per CEA Regulations 2019.

Section – IV – Special Conditions of Contract



- 6.7. The bidder shall make arrangements to adhere to the *Central Electricity Authority (Technical Standards for Connectivity of the Distributed Generation Resources) Amendment Regulations, 2019* and *Central Electricity Authority (Cyber Security in Power Sector) Guidelines – 2021* and amendments from time to time.
- 6.8. The agency shall integrate the EVSEs with WBSEDCL mobile app within 30 days of operationalisation.

7 Charging Station Functionalities

This section defines the features and functionalities that the charging stations shall follow for convenience of the EV Users. The concessionaire must ensure the following:

7.1 User functionalities

- 7.1.1. Charging station must support at least the following functionalities for EV users:
- 7.1.1.1. Location of charging station (Address of the charging station along with the GPS coordinates)
 - 7.1.1.2. Charging station operating hours
 - 7.1.1.3. Type of chargers and batteries (for swapping at the charging station.
 - 7.1.1.4. Availability of slots at charging station (Whether the EVSE is connected to an EV or not)
 - 7.1.1.5. Availability of charged battery at battery swapping facility.
 - 7.1.1.6. Waiting time and option for booking a slot in case of congestion (Whether the charger is available or booked for particular slots)
 - 7.1.1.7. Cost to the consumer for all types of chargers in a location.
 - 7.1.1.8. Fare structure for swapping all types of batteries available at the BSF.
 - 7.1.1.9. Authentication methods available (at least 2 methods: app-based and RFID cards)
 - 7.1.1.10. Option to lodge a complaint for non-functioning charging station.
 - 7.1.1.11. Payment methods available
- 7.1.2. The licensee should use an authorized IoS (Internet of Services), IT services to fulfil the requirements in the aforementioned point. The EV user must be able to access these services through a mobile application, including the ability to make payment through the mobile application.

7.2 Communication Requirements

- 7.2.1 Digital Communication between the EVSE and the EV: For DC charging, the digital communication as described in IEC 61851-24 / IS17017 must be provided to allow the EV to control the EV supply equipment.
- 7.2.2 Digital Communication between the EVSE and the Charger Management System: The communication between any charger and the charger management system of the Concessionaire must mandatorily use the communication protocol OCPP 1.6 or higher version compatible with OCPP 1.6 or IEC 61850-90-8/ IS17017 . The interface between the charger and Concessionaire must be reliable internet connectivity (Ethernet, 3G/4G). Telecommunication network or telecommunication port of the EV supply equipment, connected to the telecommunication network, must comply with the requirements for connection to telecommunication networks according to 6 of IS 13252 (Part 1): 2010.
- 7.2.3 Digital Communication between the Charger Management System and the DISCOM: The communication between EVSE and DISCOM shall be OSCP 10 or (OpenADR + IEEE 2030.5) or IEC 61850-90-8/ IS17017 protocol or higher version of these protocols as and when

Section – IV – Special Conditions of Contract



notified by State Nodal Agency. The Concessionaire must have provision for the data to be made available for the State Nodal Agency, DISCOM or an external agency as and when notified by WBSEDCL.

- 7.2.4 Digital Communication between different Charging Stations: The Concessionaire shall make provision for communication with other Charging Stations if required or as and when notified by WBSEDCL, The communication between the two Charging Stations shall be either OCPI 2.1 protocol or OCHP direct 0.2 or higher version of these protocols as and when released.

7.3 Data Sharing Requirements

The Concessionaire shall make provision that the following information would be made available to its respective DISCOM on a regular basis as agreed upon by respective DISCOM:

- 7.3.1. Peak hours of charging EVs
- 7.3.2. Real-time power consumption from charging from each charge point (using smart meters)
- 7.3.3. Session - Start & Stop for each charger (Timings & Duration)
- 7.3.4. Instantaneous current flow to EV
- 7.3.5. Instantaneous AC RMS supply voltage
- 7.3.6. Instantaneous active power imported by EV (W or kW)
- 7.3.7. Instantaneous power factor of total energy flow
- 7.3.8. Charger ID
- 7.3.9. Location (GPS coordinates)
- 7.3.10. Emergency Stop (along with reasons), if any
- 7.3.11. Frequency of any voltage fluctuation issue

8 Information to open database

- 8.1. The licensee must make provision that the following information would be made available to the open database managed by State Nodal Agency. The data standards for the data to be submitted are provided in Annexure-4.
 - 8.1.1. Station level data
 - 8.1.1.1. Name of the charging station
 - 8.1.1.2. Location (Latitude, Longitude)
 - 8.1.1.3. Operator name and contact details. URL
 - 8.1.1.4. Modes of payment accepted
 - 8.1.1.5. Maximum Number of Vehicles that can be charged simultaneously
 - 8.1.1.6. Advance booking availability
 - 8.1.1.7. Operating hours and days
 - 8.1.1.8. Operating status operational or upcoming)
 - 8.1.1.9. Fare structure Price (INR per kWh or INT/main or combination of both) per battery swapped
 - 8.1.1.10. Number of EVs charged of each category per day, number of batteries swapped per day and number of batteries available for swapping in a day

Section – IV – Special Conditions of Contract



- 8.1.2. Charging unit level data
 - 8.1.2.1. ID of the charging unit
 - 8.1.2.2. Type of charging gun along with quantity of each and the capacity of each charging gun
 - 8.1.2.3. Capacity of battery swapping facility number of batteries and charging capacity of each battery
 - 8.1.2.4. Operating status - Connected or Available or Out of Service
 - 8.1.2.5. Maintenance alerts
 - 8.1.2.6. Usage statistics- timestamps of charging usage
 - 8.1.2.7. Power consumption- Separately for coach charging point and battery swapping facility
 - 8.1.2.8. Availability of slots for reservation

9 Safety Norms

- 9.1. All PCS should be incorporated with suitable protection and monitoring devices for safe and reliable operation of charging stations All PCS must follow the following safety norms:
 - 9.1.1. Safety provisions for charging stations vide schedule XVI of the CEA (Technical Standards for Connectivity of Distributed Generation Sources) Regulations, 2013
 - 9.1.2. Concessionaire shall keep the records to an extent that the PCS installation have been carried out and maintained in accordance with safety norms as per the relevant CEA Regulation & manufacturer's installation and maintenance instructions
 - 9.1.3. Use the armored type cable from the PCS to Electric Vehicle and maximum length shall be restricted to 5 meters
 - 9.1.4. PCS should be installed so that any socket-outlet of supply is at least 800 mm above the finished ground level.
 - 9.1.5. Protection against the overload of the charging supply and incoming supply fittings must be provided.
 - 9.1.6. Shall supplied from a sub-circuit protected by a voltage independent RCD providing personal protection that is compatible with a charging supply for an EVs
 - 9.1.7. Shall be supplied from a dedicated final sub circuit
- 9.2. The bidder must ensure that the licensed space for PCS must not be misused due to actions such as intentional /unintentional blocking of parking space by vehicles which are not being charged, utilization of space for other commercial purposes, displaying advertisements etc.

10 Billing and payment requirements

- 10.1. **Metering** - Metering as per Indian standards must be ensured for power consumption by EV chargers at the EV charging station. One service connection must be taken by the bidder from WBSEDCL for EV Charging station. Promotional tariff for Electric Vehicle Charging Station is implemented by WBSEDCL. The Gist of tariff order for the year 2022-23 is available in www.wbsedcl.in portal. Billing shall be done as per tariff order.
- 10.2 **Service charges:** Allowable maximum rate of service charges for public EV charging is considered as @ Rs. 18.00 per KWH or the rate defined in the guideline of state of WB/ GoI. The rate is excluding GST.
- 10.3 **Billing-** EV user must be provided with a bill stating the cost distribution in detail.

Section – IV – Special Conditions of Contract



WBSEDCL

10.4. Payment- BHIM, UPI, NFC, RFID and mobile wallet/App based compliant mobile application payment. .

11 Service Level Agreement (SLA)

The agency must adhere to the following Service level agreements with respect to all PCS in a Package.

11.1. The SLAs and penalties against the SLAs are as follows:

Sl. No.	Defined Parameter	Service Requirement	Level	Validation Procedure	Penalty (per site)
1	<u>Operationalization of the EVSEs:</u> Bidder must ensure that EVSEs are supplied, installed & commissioned as per the scheduled timelines set out in the agreement at the designated place, as agreed.	Within 180 days from date of handing over the site.		Operationalized certificate issued by the authorized WBSEDCL representative	Rs.5,000/- penalty per site for every one week's delay or any part thereof, subject to a maximum of Rs. 50,000/-.
2	<u>Replacement of faulty EVSE:</u> The faulty EVSE shall be repaired and/or replaced by the successful bidder within the defined duration.	The faulty EVSE shall be repaired and/or replaced within 15 days from the complaint.		Acknowledgement by the authorized WBSEDCL representative.	<u>More than 15 days:</u> Rs.5,000/- penalty per site for every one week's delay or any part thereof, subject to a maximum of Rs. 50,000/-.
3	<u>Availability of Charging Equipment in working condition</u>	Bidder must ensure that each of the EVSEs must be online for at least 90% of the time in a month. Note: 1. downtime due to power failure is excluded. 2. Non-availability due to faulty equipment is excluded.		Through reports generated by the CMS.	If the SLA is violated for consecutive 3 months, following penalty will be levied: Rs.5,000/- penalty per site subject to a maximum of Rs. 50,000/-.

Section – IV – Special Conditions of Contract



- 11.2. The Concessionaire must ensure a Monthly Uptime Percentage of 90% on each individual chargers (excluding for power failure related downtime and scheduled downtime) which means that charging services should be operational and available to the EV users at least 90% of the time in any calendar month.
- 11.3. Concessionaires should display at its office, operating site, OEM dealership location, its website/app or through newspaper advertisement, the procedure to subscribe and use its energy services, the pricing information and contact details of its customer care service.
- 11.4. The agency should allow user-initiated cancellation of its subscription services and refund any security deposit or wallet credits within 15 working days from the date of cancellation application.
- 11.5. Concessionaires should follow applicable regulations with regards to protection of any KYC or personal information collected during application.
- 11.6. The agency will be solely responsible for ensuring the safety of the property and users at the PSC site. Proper monitoring of the PCS site must be ensured to prevent damage to the property.
- 11.7. The Concessionaire will provide a monthly report to WBSEDCL on all the SLA listed under Section 11. If the SLA violated for three consecutive months, then the Concessionaire will be penalized by WBSEDCL. This penalty amount is subject to a maximum of INR 50,000 per site, post which WBSEDCL reserves the right to cancel the contract of the concessionaire for the entire package. WBSEDCL, at its discretion, may choose to ascertain the veracity of the monthly report submitted by the Concessionaire.

12 Electricity

- 12.1. The agency shall be responsible for all electricity costs of the PCS by obtaining separately metered electricity service. WBSEDCL shall reasonably cooperate with contractor/bidder efforts regarding the provision of electricity to the charging station. Neither WBSEDCL nor bidder has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the PCS, unless the cause of the interruption is covered by the party's indemnity.
- 12.2. The agency must ensure that the following (rules and amendments thereto) are followed during the operation and maintenance of the PCS and battery swapping facility.
 - 12.2.1. The Electricity Act 2003 - any rules/amendments pertaining to EV charging stations and battery swapping stations.
 - 12.2.2. CEA (Measures relating to Safety & Electrical supply) Regulations 2010 and its subsequent amendments.
 - 12.2.3. Ministry of Power (MoP) Notification vide No 12/2/2018-EV dated 14th January 2022 titled Charging infrastructure for Electric Vehicles - Revised Guidelines and Standards - reg' and subsequent amendments thereof. In case of any conflict between any section of the aforementioned notification and any section of this tender document, the provisions of the section of this tender document shall prevail.

13 Force majeure

This SLA does not apply to any services that expressly exclude this SLA as stated in the documentation for such services or any performance caused by force Majeure.

Section – IV – Special Conditions of Contract



14 Other requirements

- 14.1. The agency shall remove and dispose of all excess construction material, waste material, unused fill or other debris left over from excavation or construction, and upon completion of work.
- 14.2. The agency shall post installation, furnish a test certificate, reports for conforming with the standards, to concerned authorities of WBSEDCL.
- 14.3. The charging station must be tested to ensure all on-site and communication connections are working to the specifications of the unit.

15 Branding Guidelines

The Government of West Bengal has introduced the Electric Vehicle Policy'2021 to place West Bengal as a frontrunner in building a sustainable transportation infrastructure by promoting the electric mobility ecosystem in state thereby promoting, sustainability, and energy efficiency. Public charging stations are integral part for promoting e-vehicle in the state. For higher salience and ease of recognition among all EV users across the state, all the Public charging stations should have a common look and feel. To maintain uniformity, branding, and design of the charging stations should be done as per the guidelines suggested below.

15.1 General guidelines

Colour palette: Brand colors to be used for any communication at the Charging station shall be defined by WBSEDCL and the exact colour palette will be predefined. Any collateral must strictly make use of the pre-defined palette. Exact colour palette details will be provided by WBSEDCL at the stage of the signing of the contract agreement with the Concessionaire.

15.2 Logos and images

- 15.2.1. All collateral will have standardized elements such as the logo of EV Charging Station that shall be provided by WBSEDCL.
- 15.2.2. The creative for the logos will be provided by the WBSEDCL along with guidelines pertaining to their use at a later stage.

15.3 Materials to use and not to use - Recommended guidelines

- 15.3.1. Materials used throughout the construction of the charging station should reflect the eco-friendly nature of Electric Vehicles.
- 15.3.2. Luminescent paint should be used to facilitate better visibility.
- 15.3.3. Any stickers used should be reflective in nature.

15.4 Charging bays

- 15.4.1. A charging bay is a key area for charging the vehicle. At each changing bay, there are facilities for comfortable parking of the Electric Vehicle and a charging point to charge the EV. Charging bays may consist of fast chargers or slow chargers or battery swapping facilities.
- 15.4.2. Slow charger should be mounted on a pedestal of suitable height.
- 15.4.3. On the panel of non-slow chargers too, the standardized logo of EV Charging Station must be displayed, as provided by the WBSEDCL.
- 15.4.4. For the charging bay floor area, the pavement will need to be coloured green as per the design given by the WBSEDCL.
- 15.4.5. Vehicle stoppers shall be provided for preventing vehicle from crashing into the chargers.

Section – IV – Special Conditions of Contract



15.5 Canopy

- 15.5.1. Every Charging Point should be covered by a canopy to protect it from adverse weather conditions. The canopy design shall be standardized by the WBSEDCL and design details of the same shall be shared at the stage of the signing of the contract agreement with Concessionaire.
- 15.5.2. The canopy should be clearly signposted with the Charging point description and should include standardized elements as defined in section 15.2.1.
- 15.5.3 The canopy roof should be made of transparent polycarbonate sheets or glass and The supporting pillars of canopy will be made of stainless steel.

15.6 Tower

- 15.6.1. A prominent tower display must be installed at the entrance of the public charging stations akin to towers displayed at the entrance of fuel stations. The display should specify the configurations of chargers available at the charging station along with the charging rates.
- 15.6.2. The tower should be about 20 feet in height with white backlit background light.
- 15.6.3. The tower design details and specifications shall be shared at the stage of the signing of the contract agreement with Concessionaire.

15.6 Entry Exit and Navigation Signage

- 15.7.1. Entry and exit gates should have a welcome and thank you message respectively for customers along with the standardized elements .
- 15.7.2. Entry point, exit point, and various charging points should be clearly and uniformly signposted throughout the charging station.
- 15.7.3. Design details of all these signposts shall be provided by the WBSEDCL.

15.7 Operation of Charging Station

- 15.8.1. All the charging station preferably be operated in unmanned/smart way. So necessary user-friendly system is to be developed by the agency for collection via online gateway and charging the EV thereafter by the EV user itself.

15.8 Charging Station Signage/Banner

- 15.9.1. The charging station will have a signage/banner in a standard design as provided by the WBSEDCL which can include the name of the agency. The banner will be prominently located at an area of high visibility near the entrance of the charging station.

Sd/-

Chief Engineer,
Project III,
WBSEDCL

END

User Management

- My Accounts
- My Documents

Auction Management

- My Auctions
- Live Auctions
- View Auction History

Bid Management

- Search Active Tenders
- My Tenders
- Clarification
- My Active Bids
- Confirmatory Documents
- Short fall Documents
- Online Payment Status
- My Bids History
- Short Fall Documents History
- Archived Clarification
- Tender Status

▶ **My Tenders** → EMD Exemption

In case of Exempted Bidder
proceed the following

If you are paying EMD through Bank Guarantee(BG) / Swift Transfer(ST) or exempted from EMD payment, then select the option **Yes** and provide the details. For submitting EMD through Bank Guarantee/Swift Transfer, select 100% EMD Exemption and upload the copy of BG / ST slip.

Select **No** for proceeding for Online EMD payment.

Are you submitting EMD through BG/ST or Exempted from EMD payment: ☒ Yes ☐ No

Click Yes for
Exemption

If yes, Provide the exemption type: ☒ Percentage ☐ Fixed

Percentage/Amount* 100

Enter Exempted
Amount in Percentage
or Fixed

Actual EMD amount in ₹ : 40

Only pdf,jpg files are permitted to upload.

Upload EMD exemption document:*

\\TESTING-17.08.2020\\BIDDER-I\\NIT.pdf



Upload BG/ST or Exemption
doc & sign digitally

Next

User Management

- My Accounts
- My Documents

Auction Management

- My Auctions
- Live Auctions
- View Auction History

Bid Management

- Search Active Tenders
- My Tenders
- Clarification
- My Active Bids
- Confirmatory Documents
- Short fall Documents
- Online Payment Status
- My Bids History
- Short Fall Documents History
- Archived Clarification
- Tender Status

My Tenders → EMD Exemption

If you are paying EMD through details. For submitting EMD

Select **No** for proceeding for

Are you submitting EMD

Only pdf,jpg files are permit

EMD Payment

EMD amount to be paid after exemption: ₹ 0.00

Message is showing due to full Exemption

he option **Yes** and provide the of BG / ST slip.

Upload EMD exemption document:*

TESTING-17.08.2020\BIDDER-I\INIT.pdf



Next

Digital signing in progress... Please wait

Yes and provide the T slip.

100

100



Now verify your User PIN:

●●●●●●●●●●

☐ Enable soft keyboard

Cancel

Next

Enter DSC PIN for signing the doc digitally

User Management

- My Accounts
- My Documents

Auction Management

- My Auctions
- Live Auctions
- View Auction History

Bid Management

- Search Active Tenders
- My Tenders
- Clarification
- My Active Bids
- Confirmatory Documents
- Short fall Documents
- Online Payment Status
- My Bids History
- Short Fall Documents History
- Archived Clarification
- Tender Status

▶ My Tenders → EMD Exemption

If you are paying EMD through Bank Guarantee(BG) / Swift Transfer(ST) or exempted from EMD payment, then select the option **Yes** and provide the details. For submitting EMD through Bank Guarantee/Swift Transfer, select 100% EMD Exemption and upload the copy of BG / ST slip.

Select **No** for proceeding for Online EMD payment.

Are you submitting EMD through BG/ST or Exempted from EMD payment: ☒ Yes ☐ No

If yes, Provide the exemption type: ☒ Percentage ☐ Fixed

Percentage/Amount* 100

Actual EMD amount in ₹ : 40

Only pdf,jpg files are permitted to upload.

Upload EMD exemption document:*

\\TESTING-17.08.2020\\BIDDER-I\\INIT.pdf



Next

Next

Submit
details

Organisation Chain : NIC

Tender Reference Number : VERSION-1.09.08 TEST/17.08.2020

Tender ID : 2020_NIC_293267_1

Tender Title : VERSION-1.09.08 TEST/17.08.2020

Bid Process List

S.No	Bid Process	Action
1	Profile	

Bid Payment Details

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid	Paid Fee	Edit Exemption
1	Emd Fee	40 (INR)	40 (INR)	0.00	0.00	

Exempted
Fee

Submit OID

Encrypt&Upload

BID SUBMISSION

User Management

- My Accounts
- My Documents

Auction Management

- My Auctions
- Live Auctions
- View Auction History

Bid Management

- Search Active Tenders
- My Tenders
- Clarification
- My Active Bids
- Confirmatory Documents
- Short fall Documents
- Online Payment Status
- My Bids History
- Short Fall Documents History
- Archived Clarification
- Tender Status

▶ My Tenders → EMD Exemption

In case of not Exempted
proceed the following

If you are paying EMD through Bank Guarantee(BG) / Swift Transfer(ST) or exempted from EMD payment, then select the option **Yes** and provide the details. For submitting EMD through Bank Guarantee/Swift Transfer, select 100% EMD Exemption and upload the copy of BG / ST slip.

Select **No** for proceeding for Online EMD payment.

Are you submitting EMD through BG/ST or Exempted from EMD payment: ☐ Yes ☒ No

In case of No Exemption
proceed to pay

Next

Next

Organisation Chain : NIC

Tender Reference Number : VERSION-1.09.08 TEST/17.08.2020

Tender ID : 2020_NIC_293267_1

Tender Title : VERSION-1.09.08 TEST/17.08.2020

Bid Process List

S.No	Bid Process	Action
1	Profile	

Bid Payment Details

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid	Paid Fee	Edit Exemption
1	Emd Fee	40 (INR)	0.00	40 (INR)	0.00	

Pay Online

Submit OID

Encrypt&Upload

Pay Online

Click to Pay
Online

Offline/OnLine Payment Confirmation

Organization Chain : NIC

Tender Reference Number : VERSION-1.09.08 TEST/17.08.2020

Tender ID : 2020_NIC_293267_1

Tender Title : VERSION-1.09.08 TEST/17.08.2020

Bid Payment Details

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid
1	Emd Fee	40.00 (INR)	0.00	40.00 (INR)

Portal Alert :

- Bidders making use of Bank Guarantee (BG) or making Swift Transactions, should use EMD Exemption Facility to upload the BG copy/Swift transaction receipt and avail the exemption for the amount transacted (Full or Partial).
- Payments for variable EMD, avail EMD exemption for the amount for which payment will not be made.
- Beyond this stage, you will not be able to edit Fee or Exemption details.
- Please confirm that the exemption and amount to be paid are correct.

I hereby confirm that the above payment details are correct.

Back

Confirm to Pay

Confirm to Payment

Click to Confirm
the Payment

User Management

My Accounts

My Documents

Auction Management

My Auctions

Live Auctions

View Auction

Bid Management

Search Active

My Tenders

Clarification

My Active Bids

Confirmatory Documents

Short fall Documents

Online Payment Status

My Bids History

Short Fall Documents History

Archived Clarification

Tender Status

My Withdrawn Bids

Post Award Management

Award Declaration

Offline/OnLine Payment Confirmation

Organization Chain : NIC

Tender Reference Number : VERSION-1.09.08 TEST/17.08.2020

Tender ID : 2020 NIC 283267 1

Bidders making use of Bank Guarantee (BG), making Swift transactions for international payments or payments for Variable EMD should use EMD Exemption facility and upload relevant copy of documents as Exemption document before proceeding.

The option of Exemption is not editable beyond this point.

Are you sure you want to proceed further or click on Cancel to go back and edit.

OK

Cancel

Portal Alert :

- Bidders making use of Bank Guarantee (BG) or making Swift Transactions, should use EMD Exemption Facility to upload the BG copy/Swift Transaction details to avail the exemption for the amount transacted (Full or Partial).
- Payments for variable EMD, avail EMD exemption facility. Full payment will not be made.
- Beyond this stage, you will not be able to edit Fee or Exemption details.
- Please confirm that the exemption and amount to be paid are correct.

I hereby confirm that the above payment details are correct.

Back

Confirm to Pay

Confirm the Exemption &
Amount details

BID MANAGEMENT

OnLine Payment Gateway

Organisation Chain : NIC

Tender Title : VERSION-1.09.08 TEST/17.08.2020

Tender ID : 2020_NIC_293267_1

Tender Ref No. : VERSION-1.09.08 TEST/17.08.2020

Bid Payment Details

Fee Type	Actual Fee	Exempted Fee	Fee To be Paid
Tender Fee	0	0	0
Emd Fee	40	0	40
Total Fee			40

Choose Payment Option

☐ ICICI BANK

☒ ICICI NEFT/RTGS

Choose NEFT/RTGS Mode

Confirm NEFT/RTGS Mode

Back

Submit

Submit

User Management	
→	My Accounts
→	My Documents
Auction Management	
→	My Auctions
→	Live Auctions
→	View Auction History
Bid Management	
→	Search Active Tenders
→	My Tenders
→	Clarification
→	My Active Bids
→	Confirmatory Documents
→	Short fall Documents
→	Online Payment Status
→	My Bids History
→	Short Fall Documents History
→	Archived Clarification
→	Tender Status
→	My Withdrawn Bids
Post Award Management	
→	Award Declaration

OnLine Payment Gateway

Payment Verification

Organisation Chain : NIC
 Tender Title : VERSION-1.09.08 TEST/17.08.2020
 Tender ID : 2020_NIC_293267_1
 Tender Ref No. : VERSION-1.09.08 TEST/17.08.2020

Pay Model : ICICI NEFT/RTGS

- ✓ Terms And Conditions.
- You are being redirected to the ICICI NEFT/RTGS site.
 - You have to complete the transaction with in the session time which is approximately 15 minutes.
 - Money once transferred towards tender fee shall not be refunded at any point of time.
 This is applicable even in case you have not completed the tender process.
 - Once payment is successfully completed, you will be automatically redirected back to e-Procurement site.
 - It is the responsibility of the Individual to ensure that the payment is successfully completed and eProcurement system is not responsible for any malfunctions in the Bank payment gateway.
 - please take print screen for bank acknowledgement page.

Back
 Submit
 Submit

Read Terms & Conditions
 carefully then Submit

Service provider through GOWB's website i.e. <https://wotenders.gov.in/>. Each User is therefore deemed to have read and accepted these Terms and Conditions.

A. Privacy Policy

GOWB respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes GOWB's treatment of personally identifiable information that GOWB collects when the User is on the GOWB's website. The GOWB does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, GOWB may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by GOWB's website or seek voluntary information from the User.

Please be aware, however, that GOWB will release specific personal information about the User if required to do so in the following circumstances:

- a. in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b. if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c. to protect or defend GOWB's legal rights or property, the GOWB's site, or the Users of the site or;
- d. d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of GOWB's website/offerings.

B. General Terms and Conditions For Payment made via Payment Gateway

Once a User has accepted these Terms and Conditions, he/ she may register on GOWB's website and avail the Services.

GOWB's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of GOWB's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by GOWB with respect to such use. Each User accepts and agrees that providing of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of GOWB.

If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original

☒ I accept the Terms & Conditions

Accept Terms & Conditions
then Click OK

OK

NATIONAL ELECTRONIC FUND TRANSFER (NEFT)/ REAL TIME GROSS SETTLEMENT (RTGS)

(To be filled by Applicant in BLOCK LETTERS)

Bank's Copy

Date : 18/08/20

Sr No	Details of Beneficiary	
1	E-Proc Ref No	5457601836857
2	Beneficiary Name	WBDP
3	Account No.	WBDP2305559
4	IFSC code	ICIC0000104
5	Bank	ICICI Bank
6	Branch	ICICI Bank, Mumbai
7	Amount in Rs.	40.00
8	Amount in words	Rupees Forty Only

1. It is advised that all bidder make payment via RTGS/NEFT atleast one day in advance to the last day. In the event bidder making payment on the last day and same is not available for the bidder for validation on account of any reason whatsoever, Departments/PSUs of Govt of West Bengal its banker, or e-procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases bidder may not be able to submit the tender.
2. It is the bidder's responsibility to ensure that RTGS/NEFT payments are made to the exact details as mentioned in the challan. In the event of any discrepancy, payment would not be considered and would not be available for validation of EMD payment.
3. Bidder is required to generate challan for every tender since details in the challan are unique to the tender and bidder combination. Bidder is not supposed to use challan generated in one tender for payment against another tender
4. Under no circumstance, including whether the bidder has made duplicate/incorrect payments or correct payments not validated by the bidder for which tender validity has expired, Departments/PSUs of Govt of West Bengal Division or its Banker or its service providers are under no obligation to disclose the details of payment made by any bidder.

Remit the amount as per above details, by debiting my/our account for the amount of remittance plus Bank charges.

Customer's Signature

Contact Phone No:

Rupees

Debited Applications A/c. Date of Transfer

Remittance No.

Authorised Signatory

FOR BANK'S USE ONLY

Save & Print the Challan then
make payment to the Bank

BACK

PRINT

SAVE

Auction Management	
→	My Auctions
→	Live Auctions
→	View Auction History
Bid Management	
→	Search Active Tenders
→	My Tenders
→	Clarification
→	My Active Bids
→	Confirmatory Documents
→	Short fall Documents
→	Online Payment Status
→	My Bids History
→	Short Fall Documents History
→	Archived Clarification
→	Tender Status
→	My Withdrawn Bids
Post Award Management	
→	Award Declaration

Organisation Chain : NIC

Tender Title : VERSION-1.09.08 TEST/17.08.2020

Tender ID : 2020_NIC_293267_1

Tender Ref No. : VERSION-1.09.08 TEST/17.08.2020



Response from Bank: Pending



Download ICICI Bank NEFT/RTGS Form

ICICI Bank Response On Payment Details

Reference No : 5457601836857

Amount : 40.00

Bank Reference No : 2305559

Status : P

Status Description : Pending

Payment status is pending, proceed after the status is success

Instrument Type : ICICI NEFT/RTGS

UTR Remittance Number *

EMD Fee Amount in ₹ *

Issuer Details *

Issued Date * 

Back



Note:

1. Success - Payment Status has reached the eprocurement system from Bank.Please proceed bidding.


2. Pending - Payment Status has not been reached the eprocurement system from Bank.Please

After the Payment Status is “Success”

***Presented by:** NIC e-Tendering Implementation Team, Kolkata.*

***Place:** 3, Commissariat Road, Hastings, Kolkata-700022.*

Organisation Chain : NIC
Tender Title : VERSION-1.09.08 TEST/17.08.2020
Tender ID : 2020_NIC_293267_1
Tender Ref No. : VERSION-1.09.08 TEST/17.08.2020

Download ICICI Bank NEFT/RTGS Form

ICICI Bank Response On Payment Details

Reference No : 5457601836857

Amount : 40.00

Bank Reference No : 2305559

Status : Success

Status Description : Success

Instrument Type : ICICI NEFT/RTGS

UTR Remittance Number *

EMD Fee Amount in ₹ *

40

Issuer Details *

Issued Date *


Payment status is Success

Enter the details

Save the details

Back

Save

Note:

1. Success - Payment Status has reached the eprocurement system from Bank.Please proceed bidding.

2. Pending - Payment Status has not been reached the eprocurement system from Bank.Please

User Management

- My Accounts
- My Documents

Auction Management

- My Auctions
- Live Auctions
- View Auction History

Bid Management

- Search Active Tenders
- My Tenders
- Clarification
- My Active Bids
- Short fall Documents
- Online Payment Status
- My Bids History
- Short Fall Documents History
- Archived Clarification
- Tender Status
- My Withdrawn Bids

Bank Response On Payment Details

Organisation Chain : NIC

Tender Title : VERSION-1.09.08 TEST/17.08.2020

Tender ID : 2020_NIC_293267_1

Tender Ref No. : VERSION-1.09.08 TEST/17.08.2020

Bank Response On Payment Details

eProcurement Ref. Number : **5457601836857**

PRN Number : **5457601836857**

Bank / UTR Number : **2305549**

Bank Name : **ICICI NEFT/RTGS**

Status : **Success**

Tender Fee in ₹ 0

EMD Fee in ₹ 40

Total Fee in ₹ **40**

Payment is successful print this Acknowledgement for future use

Next

Next

Proceed to continue

User Management

- ▶ My Accounts
- ▶ My Documents

Auction Management

- ▶ My Auctions
- ▶ Live Auctions
- ▶ View Auction History

Bid Management

- ▶ Search Active Tenders
- ▶ My Tenders
- ▶ Clarification
- ▶ My Active Bids
- ▶ Confirmatory Documents
- ▶ Short fall Documents
- ▶ Online Payment Status
- ▶ My Bids History
- ▶ Short Fall Documents History
- ▶ Archived Clarification
- ▶ Tender Status
- ▶ My Withdrawn Bids

Post Award Management

- ▶ Award Declaration

🔍 **My Tenders** → 2020_NIC_293267_1 → Transaction Message

Organisation Chain : NIC

Tender Reference Number : VERSION-1.09.08 TEST/17.08.2020

Tender ID : 2020_NIC_293267_1

Tender Title : VERSION-1.09.08 TEST/17.08.2020

Bid Process List

S.No	Bid Process	Action
1	Profile	

Bid Payment Details

S.No	Fee Type	Actual Fee	Exempted Fee	Fee To Be Paid	Paid Fee
1	Emd Fee	40 (INR)	0.00	0.00	40 (INR)

Submit OID
Docs

Submit OID

Encrypt&Upload

Note :

🔍 You have clicked on Confirm to Pay button on 18-Aug-2020 09:15 AM, hence editing of exemption will not be available.

Submit Other Important Documents

06/03/23

Proposed location of EV charging Station at WBSEDCL land							Annexure A		
SL	NAME OF THE SUB-STATION	SUB-STATION CODE	NAME OF THE DIVISION	WHETHER SITUATED ALONG THE NATIONAL HIGHWAY	CATEGORY OF THE SUB-STATION (URBAN / RURAL)	Tentative area (Sq ft)	CONTACT NUMBER	lat	lon
1	FALAKATA	SS398	ALIPURDUAR	NO	R	600	8900795186	26.5428149	89.1833796
2	KARTIKA	SS400	ALIPURDUAR	NO	R	600	8900795186	26.6488126	89.724713
3	TARUI	SS127	ARAMBAGH	NO	R	600	8900797431	22.9191032	87.6729031
4	KAYNAPUR-II	SS165	ASANSOL	YES	U	300	8900797220	23.5470817	87.273675
5	CHOA	SS320	BAHARAMPUR	NO	R	600	8900796139	24.0392548	88.4294065
6	BELDANGA	SS317	BAHARAMPUR	NO	R	600	8900796139	23.93949	88.2310967
7	REJINAGAR	SS328	BAHARAMPUR	NO	R	600	8900796139	23.8385632	88.2468676
8	CHHATNA	SS261	BANKURA	NO	R	600	8900799315	23.3201256	86.9494925
9	MANJURA	SS266	BANKURA	NO	R	600	8900799315	23.1997338	87.0405791
10	NANDANPUR	SS267	BANKURA	NO	R	600	8900799315	23.5115717	87.1330753
11	GANGAJALGHATI	SS262	BANKURA	NO	R	600	8900799315	23.4061717	87.1017983
12	HASNABAD	SS085	BASIRHAT	NO	R	600	8900798085	22.5805181	88.9120806
13	SERAPOLE	SS086	BASIRHAT	NO	R	600	8900798085	22.8353422	88.8672649
14	HANROA	SS084	BASIRHAT	NO	R	600	8900798085	22.6110317	88.6827153
15	HINGALGANJ	SS087	BASIRHAT	NO	R	600	8900798085	22.4578916	88.9857694
16	NAZAT (16.02.15)	SS669	BASIRHAT	NO	R	600	8900798085	22.495615	88.837825
17	BADURIA (08.11.16)	SS727	BASIRHAT	NO	U	600	8900798085	22.7764525	88.752088
18	KHANDARUI (19.12.13)	SS580	BELDA	NO	R	200	8900799155	21.9677271	87.4154392
19	SARASANKA	SS204	BELDA	NO	R	400	8900799155	21.931061	87.3155143
20	MOHANPUR	SS227	BELDA	NO	R	600	8900799155	21.8298868	87.3588134
21	KESHIARY	SS212	BELDA	NO	R	200	8900799155	22.109815	87.2715833
22	NAYAGRAM	SS576	BELDA	NO	R	500	8900799155	22.010275	87.1392334
23	SANKRAIL	SS220	BELDA	NO	R	600	8900799155	22.2110667	87.1361883
24	LAVPUR	SS178	BOLPUR	NO	R	600	8900797350	23.815515	87.8173733
25	ILLAMBAJAR	SS176	BOLPUR	NO	R	600	8900797350	23.6357383	87.5498317
26	JOYDEB (BHALUKA) (05.02.18)	SS720	BOLPUR	NO	R	600	8900797350	23.7239498	87.430443
27	HATIA (12.12.18)	SS848	BOLPUR	NO	R	600	8900797350	23.873793	87.7416825
28	BOLPUR IND PARK (20.08.19)	SS974	BOLPUR	NO	U	600	8900797350	23.6388989	87.6798785
29	THENGAPARA (11.11.16)	SS733	BUNIADPUR	NO	R	400	8900795350	25.3700433	88.46053
30	GUSHKARA	SS132	BURDWAN (NORTH)	NO	U	600	8900797130	23.4934248	87.7475019
31	ORGRAM	SS148	BURDWAN (NORTH)	NO	R	600	8900797130	23.4409041	87.7694424
32	BOLGONA	SS135	BURDWAN (NORTH)	NO	R	600	8900797130	23.4592517	87.9408883
33	NASIGRAM	SS561	BURDWAN (NORTH)	NO	R	600	8900797130	23.410925	87.9973833
34	UTTARBHAG	SS016	CANNING	NO	R	400	8900798261	22.3436141	88.5131817
35	MIYERGHERI (JIBANTALA)	SS014	CANNING	NO	R	600	8900798261	22.417843	88.6680566
36	POLBA	SS117	CHANDANNAGAR	NO	R	600	8900797380	22.9528698	88.3200773
37	KHARIPUKURIA	SS582	CONTAI	YES	R	200	8900799230	21.8944917	87.7627683
38	RAMNAGAR	SS253	CONTAI	NO	R	400	8900799230	21.6829081	87.5620078
39	MALDA	SS252	CONTAI	NO	R	600	8900799230	21.9187533	87.919675
40	JINANDAPUR (APR, 14)	SS638	CONTAI	NO	R	300	8900799230	21.7228794	87.6321694
41	SAKTIA (UDBADAL) (24.02.15)	SS684	CONTAI	NO	R	600	8900799230	22.0087125	87.7077375

Proposed location of EV charging Station at WBSEDCL land							Annexure A		
SL	NAME OF THE SUB-STATION	SUB-STATION CODE	NAME OF THE DIVISION	WHETHER SITUATED ALONG THE NATIONAL HIGHWAY	CATEGORY OF THE SUB-STATION (URBAN / RURAL)	Tentative area (Sq ft)	CONTACT NUMBER	lat	lon
42	NIRMALBAZAR	SS234	GHATAL	NO	U	600	8900799100	22.6699188	87.6938887
43	C.K.TOWN	SS229	GHATAL	NO	U	600	8900799100	22.72759	87.5141417
44	CHANDIPUR	SS484	HALDIA	YES	R	600	8900799265	22.1024349	87.8645126
45	KHUDIRAMNAGAR	SS257	HALDIA	NO	U	600	8900799265	22.0459625	88.0576066
46	GOPALPUR	SS239	HALDIA	NO	R	600	8900799265	22.18673	87.9652533
47	REYAPARA	SS243	HALDIA	NO	R	600	8900799265	22.044595	87.9029783
48	MANIKPARA	SS214	JHARGRAM	NO	R	600	8900799125	22.35962	87.1192317
49	BORIA	SS226	JHARGRAM	NO	R	600	8900799125	22.3936633	87.015935
50	CHILKIGARH	SS569	JHARGRAM	NO	R	600	8900799125	22.4480886	86.8721111
51	LALGOLA	SS326	JIAGANJ	NO	R	600	8900796180	24.4072383	88.2541417
52	RUDRANAGAR	SS485	KAKDWIP	NO	R	600	8900798280	21.7267927	88.1052018
53	DAKSHIN SHIBGANJ (07.07.15)	SS687	KAKDWIP	NO	R	200	8900798280	21.7932881	88.361983
54	ACHINTYANAGAR (28.06.17)	SS756	KAKDWIP	NO	R	200	8900798280	21.8446857	88.4360348
55	MADHUPUR	SS152	KALNA	NO	R	600	8900797090	23.2797371	88.2637308
56	WBIDC PH-III	SS352	KALYANI	NO	U	200	8900796026	22.9567432	88.4512302
57	SHAKTIPUR	SS329	KANDI	NO	R	600	8900796224	23.871606	88.1872397
58	BHABANINAGAR	SS333	KANDI	NO	R	500	8900796224	24.115584	87.9969228
59	JAGGESWARDIHI	SS158	KATWA	NO	R	600	8900797060	23.56559	88.0272833
60	PACHUNDI	SS157	KATWA	NO	R	600	8900797060	23.7125167	88.0456067
61	NEW NIMPURA	SS615	KHARAGPUR	NO	U	600	8900799065	22.3380783	87.2593583
62	SABONG	SS221	KHARAGPUR	NO	R	600	8900799065	22.2121491	87.5755938
63	PINGLA	SS217	KHARAGPUR	NO	R	600	8900799065	22.2892861	87.5873097
64	INDPUR	SS263	KHATRA	NO	R	350	8900799385	23.1520567	86.9274383
65	RANIBANDH	SS268	KHATRA	NO	R	350	8900799385	22.8819467	86.78118
66	SIMLAPAL	SS279	KHATRA	NO	R	400	8900799385	22.9229083	87.07705
67	TALDANGRA	SS281	KHATRA	NO	R	400	8900799385	22.9931383	87.13074
68	KHATRA	SS265	KHATRA	NO	R	400	8900799385	22.9751654	86.8493284
69	KRISHNAGANJ	SS363	KRISHNANAGAR	NO	R	600	8900796049	23.4173993	88.6911239
70	MIRIK	SS381	KURSEONG	NO	U	400	8900795098	26.8817716	88.1894727
71	SHIBNAGAR	SS315	MALDA (NORTH)	NO	R	500	8900796288	25.1805629	88.0333137
72	HABIBPUR	SS307	MALDA (SOUTH)	NO	R	600	8900796256	25.0162989	88.2874084
73	MANIKCHAK	SS311	MALDA (SOUTH)	NO	R	500	8900796256	25.0753599	87.9062843
74	GOLAPGANJ (08.11.19)	SS984	MALDA (SOUTH)	NO	R	250	8900796256	24.8013417	88.0575433
75	AKRAHAT	SS405	MATHABHANGA	NO	R	300	8900795254	26.2940511	89.3209951
76	MEKHLIGANG (2006)	SS526	MATHABHANGA	NO	R	300	8900795254	26.3575917	88.90582
77	JAMALPUR	SS134	MEMARI	NO	R	500	8900797030	23.049075	87.9866283
78	BAGILA	SS149	MEMARI	NO	R	500	8900797030	23.1502827	88.1268852
79	PAHARHATI	SS195	MEMARI	NO	R	500	8900797030	23.25365	88.0925183
80	PIRAKATA (05.10.16)	SS721	MIDNAPORE	NO	R	200	8900799035	22.54482	87.2154283
81	INCHURA	SS110	MOGRA	NO	R	600	8900797500	23.1322852	88.3893601
82	PALASSY	SS370	NAKASHIPARA	NO	R	600	8900796086	23.7914205	88.2509473
83	AKANDABERIA	SS365	NAKASHIPARA	NO	R	600	8900796086	23.6705742	88.1775614
84	TAMNA	SS299	PURULIA	YES	R	600	8900799430	23.2723378	86.3538292
85	BALARAMPUR	SS659	PURULIA	YES	R	600	8900799430	23.1053647	86.229569
86	WILCOX ROAD, TELIDIH (24.09.18)	SS853	PURULIA	NO	U	200	8900799430	23.3051433	86.3439523
87	DAFAHAT (AURANGABAD)	SS332	RAGHUNATHGA NJ	NO	U	600	8900796201	24.6223602	88.0062095
88	MOREGRAM (06.09.19)	SS985	RAGHUNATHGA NJ	NO	R	600	8900796201	24.3015892	88.0308308
89	HURA	SS293	RAGHUNATHPU R	YES	R	600	8900799460	23.3031969	86.6307488
90	MANBAZAR	SS296	RAGHUNATHPU R	NO	R	600	8900799460	23.0398065	86.6470124

Proposed location of EV charging Station at WBSEDCL land							Annexure A		
SL	NAME OF THE SUB-STATION	SUB-STATION CODE	NAME OF THE DIVISION	WHETHER SITUATED ALONG THE NATIONAL HIGHWAY	CATEGORY OF THE SUB-STATION (URBAN / RURAL)	Tentative area (Sq ft)	CONTACT NUMBER	lat	lon
91	BORO (MANBAZAR-II) (06.03.13)	SS572	RAGHUNATHPUR	NO	R	400	8900799460	22.934726	86.5947578
92	GOBAG	SS292	RAGHUNATHPUR	NO	R	600	8900799460	23.5984142	86.7599601
93	KASHIPUR	SS295	RAGHUNATHPUR	NO	R	600	8900799460	23.4395727	86.696532
94	KENDA (30.06.16)	SS712	RAGHUNATHPUR	NO	R	400	8900799460	23.1949722	86.5224828
95	SARBARI (02.12.16)	SS748	RAGHUNATHPUR	NO	R	400	8900799460	23.6573231	86.7982113
96	HEMTABAD	SS438	RAIGANJ (U/DINAJPUR)	NO	R	500	8900795280	25.6676477	88.2310191
97	PAIKAR	SS449	RAMPURHAT	NO	R	280	8900797323	24.4236674	87.9160856
98	GANGNAPUR	SS347	RANAGHAT	NO	R	600	8900796105	23.1147125	88.6258457
99	FULIA	SS357	RANAGHAT	NO	U	600	8900796105	23.2375466	88.4917664
100	BADKULLA	SS356	RANAGHAT	NO	R	600	8900796105	23.3006233	88.5369699
101	HATIGHISHA	SS519	SILIGURI SUB-URBAN	YES	R	600	8900795073	26.6920058	88.2426738
102	GHOSHPUKUR	SS386	SILIGURI SUB-URBAN	YES	U	600	8900795073	26.5608865	88.2666226
103	DABGRAM	SS384	SILIGURI TOWN	NO	U	600	8900795047	26.667961	88.422321
104	KPS	SS310	SOUTH MALDA	YES	U	300	8900796256	25.0371664	88.1250556
105	BAISHNABNAGAR	SS331	SOUTH MALDA	YES	R	300	8900796256	24.8046959	87.9891612
106	NARAYANPUR	SS038	SOUTH MALDA	YES	U	500	8900796256	22.64171236	88.46619619
107	DUBRAJPUR	SS175	SURI	YES	U	600	8900797290	23.7907765	87.3886228
108	PANRUI	SS185	SURI	NO	R	600	8900797290	23.7831807	87.6010503
109	MECHOGRAM	SS241	TAMLUK	YES	R	600	8900799200	22.4069247	87.7411874
110	GOPALNAGAR	SS476	TAMLUK	NO	R	600	8900799200	22.4869876	87.860085
111	THEKUACHAK (KHANCHI) (24.11.14)	SS649	TAMLUK	NO	R	450	8900799200	22.2236212	87.9019902

Formats for submission of Request for Expression of Interest**Schedule 1: Details of the Firm**

Name of the Firm	
Registered office	
Postal address	
Tel./Fax/e-mail	
Type of Firm (Work area that the firm is involved in)	
Details of directors, etc.	
Details of registration of firm / company etc.	
Authorized Signatory Name: Designation: Qualification: With the company since: Line of experience/ expertise:	
Submit the Audit account details for the last five financial years	
Copy of PAN, GST registration, certificate should be submitted	

Signature of Authorized Representative*² (with seal)

Note: The form has to be submitted by the Person who is Authorized by the Firm and have the Power of Attorney. Attached certified copies of relevant documents below this form only

Schedule 2: Financial Capacity of the Bidder

Annual turnover data	
Year	Amount in INR
2021-22	
2020-21	
2019-20	
2018-19	
2017-18	
Average Annual Turnover i.r.o. 3 available FYs out of above five FYs	

Signature of Authorized Representative (with seal)

Schedule 3: Technical Capacity of the Bidder

1	Name of work during last 5 years:	
2	Name of Bidder:	
4	Project Location:	
5	Capacity of Charging Station / Other similar works / Electrical works etc.	
6	Start Date (Month/Year):	
7	Whether ongoing (Yes / No):	
8	If completed, date of completion: (DD/MM/YYYY)	
9	Detailed Narrative Description of work:	
11	Value of Services (INR) per year:	
12	Name of Client:	
13	Client Contact Details:	
14	Performance certificate from ordering authority	

N.B: Separate sheet may be attached for multiple works

Signature of Authorized Representative (with seal)

Aneexure C
WBSEDCL LOCATION
CALCULATION OF BID SECURITY / EMD

Number of location	EMD/ Bid security per location (Rs.)	Total amount of EMD/ Bid security (Rs.)	Number of location	EMD/ Bid security per location (Rs.)	Total amount of EMD/ Bid security (Rs.)
1	36500.00	36500.00	51	Rs. 15,000.00 per location Subject to minimum Rs. 7,50,000.00 and maximum value of Rs. 10,00,000.00	765000.00
2	Rs. 25000.00 per location Subject to minimum Rs. 36500.00	50000.00	52		780000.00
3		75000.00	53		795000.00
4		100000.00	54		810000.00
5		125000.00	55		825000.00
6	Rs. 20000.00 per location Subject to minimum Rs. 1,25,000.00	125000.00	56		840000.00
7		140000.00	57		855000.00
8		160000.00	58		870000.00
9		180000.00	59		885000.00
10		200000.00	60		900000.00
11		220000.00	61		915000.00
12		240000.00	62		930000.00
13		260000.00	63		945000.00
14		280000.00	64		960000.00
15		300000.00	65		975000.00
16		320000.00	66		990000.00
17		340000.00	67		1000000.00
18		360000.00	68		1000000.00
19		380000.00	69		1000000.00
20		400000.00	70		1000000.00
21		420000.00	71		1000000.00
22		440000.00	72		1000000.00
23		460000.00	73		1000000.00
24		480000.00	74		1000000.00
25		500000.00	75		1000000.00
26	Rs. 15,000.00 per location Subject to minimum Rs. 5,00,000.00	500000.00	76		1000000.00
27		500000.00	77		1000000.00
28		500000.00	78		1000000.00
29		500000.00	79		1000000.00
30		500000.00	80		1000000.00
31		500000.00	81		1000000.00
32		500000.00	82		1000000.00
33		500000.00	83		1000000.00
34		510000.00	84		1000000.00
35		525000.00	85		1000000.00
36		540000.00	86		1000000.00
37		555000.00	87		1000000.00
38		570000.00	88		1000000.00
39		585000.00	89		1000000.00
40		600000.00	90		1000000.00
41		615000.00	91		1000000.00
42		630000.00	92		1000000.00
43		645000.00	93		1000000.00
44		660000.00	94		1000000.00
45		675000.00	95		1000000.00
46		690000.00	96		1000000.00
47		705000.00	97		1000000.00
48		720000.00	98		1000000.00
49		735000.00	99		1000000.00
50		750000.00	100		1000000.00

CALCULATION OF BID SECURITY / EMD

Number of location	EMD/ Bid security per location (Rs.)	Total amount of EMD/ Bid security (Rs.)	Number of location	EMD/ Bid security per location (Rs.)	Total amount of EMD/ Bid security (Rs.)
101	Rs. 15,000.00 per location Subject to minimum Rs. 7,50,000.00 and maximum value of Rs. 10,00,000.00	1000000.00	108	Rs. 15,000.00 per location Subject to minimum Rs. 7,50,000.00 and maximum value of Rs. 10,00,000.00	1000000.00
102		1000000.00	109		1000000.00
103		1000000.00	110		1000000.00
104		1000000.00	111		1000000.00
105		1000000.00	112		1000000.00
106		1000000.00	113		1000000.00
107		1000000.00			

Eligibility criteria checklist

Annexure- D

Sl no	Eligibility criteria	Supporting documents to be uploaded	Document uploaded (yes/ no)
1	The agency shall be registered company under companies act 1956/2013 OR LLP/Partnership/proprietorship firm/ JV/ Consortium in India.	Certificate of Incorporation	
		Copy of agreement in case of LLP/Partnership/proprietorship firm/ JV/ Consortium	
		Copy of related documents regarding legality of proprietorship firm.	
		Service Tax / GST Registration	
		Sales Tax Registration (TIN) and PAN card	
		Details of the firm as per Annexure B (Schedule-1)	
		Power of Attorney in favor of all the persons signing the documents	
2	Financial Capacity of the Bidder /the Applicant	Balance sheet of any three available financial years out of last five Financial years.	
		Self Undertaking, Certificate issued by a CA, Banker's Report etc,	
		Annual Accounts to be duly certified by a Chartered Accountant/Chattered Accountant's Firm.	
		Finance capability of bidders as per Annexure B (Schedule 2)	
3	Technical Capacity of the Bidder	Annexure B (Schedule- 3)	
		Performance certificate from ordering authority	
4	Bid proposal sheet	Annexure G	

Signature of Authorized Representative (with seal)

Performance Security - Bank Guarantee
[including Additional Performance Security for unbalanced bids]

[Guarantor letterhead]

Performance Guarantee No *[insert guarantee reference number]*

Date *[insert date of issue of the guarantee]*

To: _____ *[name of Employer]*
_____ *[address of Employer]*

WHEREAS _____ *[name and address of Contractor¹]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No _____ dated _____ to execute _____ *[name of Contract and brief description of Facilities]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank² for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee³]*
_____ *[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The guarantee shall be valid up to a period of 90 days after the expiry of overall lease period.

¹ In the case of a JV, insert the name of the Joint Venture

² The Bank Guarantee from a Scheduled Bank in India is acceptable to the WBSEDCL.

ANNEXURE -G

BID PROPOSAL SHEET

(Please mention "YES" iro the location against which bidder quoted price other wise mention "NO")

SL NO.	NAME OF THE SUB-STATION	SUB-STATION CODE	NAME OF THE DIVISION	Please mention "YES" iro the location against which bidder quoted price other wise mention "NO"
1	FALAKATA	SS398	ALIPURDUAR	
2	KARTIKA	SS400	ALIPURDUAR	
3	TARUI	SS127	ARAMBAGH	
4	KAYNAPUR-II	SS165	ASANSOL	
5	CHOA	SS320	BAHARAMPUR	
6	BELDANGA	SS317	BAHARAMPUR	
7	REJINAGAR	SS328	BAHARAMPUR	
8	CHHATNA	SS261	BANKURA	
9	MANJURA	SS266	BANKURA	
10	NANDANPUR	SS267	BANKURA	
11	GANGAJALGHATI	SS262	BANKURA	
12	HASNABAD	SS085	BASIRHAT	
13	SERAPOLE	SS086	BASIRHAT	
14	HANROA	SS084	BASIRHAT	
15	HINGALGANJ	SS087	BASIRHAT	
16	NAZAT	SS669	BASIRHAT	
17	BADURIA	SS727	BASIRHAT	
18	KHANDARUI	SS580	BELDA	
19	SARASANKA	SS204	BELDA	
20	MOHANPUR	SS227	BELDA	
21	KESHIARY	SS212	BELDA	
22	NAYAGRAM	SS576	BELDA	
23	SANKRAIL	SS220	BELDA	
24	LAVPUR	SS178	BOLPUR	
25	ILLAMBAJAR	SS176	BOLPUR	
26	JOYDEB (BHALUKA)	SS720	BOLPUR	
27	HATIA	SS848	BOLPUR	
28	BOLPUR IND PARK	SS974	BOLPUR	
29	THENGAPARA	SS733	BUNIADPUR	
30	GUSHKARA	SS132	BURDWAN (NORTH)	
31	ORGRAM	SS148	BURDWAN (NORTH)	
32	BOLGONA	SS135	BURDWAN (NORTH)	
33	NASIGRAM	SS561	BURDWAN (NORTH)	
34	UTTARBHAG	SS016	CANNING	
35	MIYERGHERI (JIBANTALA)	SS014	CANNING	
36	POLBA	SS117	CHANDANNAGAR	
37	KHARIPUKURIA	SS582	CONTAI	
38	RAMNAGAR	SS253	CONTAI	
39	MALDA	SS252	CONTAI	
40	JINANDAPUR	SS638	CONTAI	
41	SAKTIA (UDBADAL)	SS684	CONTAI	
42	NIRMALBAZAR	SS234	GHATAL	
43	C.K.TOWN	SS229	GHATAL	
44	CHANDIPUR	SS484	HALDIA	
45	KHUDIRAMNAGAR	SS257	HALDIA	
46	GOPALPUR	SS239	HALDIA	
47	REYAPARA	SS243	HALDIA	
48	MANIKPARA	SS214	JHARGRAM	
49	BORIA	SS226	JHARGRAM	
50	CHILKIGARH	SS569	JHARGRAM	
51	LALGOLA	SS326	JIAGANJ	
52	RUDRANAGAR	SS485	KAKDWIP	
53	DAKSHIN SHIBGANJ	SS687	KAKDWIP	
54	ACHINTYANAGAR	SS756	KAKDWIP	
55	MADHUPUR	SS152	KALNA	
56	WBIDC PH-III	SS352	KALYANI	
57	SHAKTIPUR	SS329	KANDI	
58	BHABANINAGAR	SS333	KANDI	
59	JAGGESWARDIHI	SS158	KATWA	
60	PACHUNDI	SS157	KATWA	
61	NEW NIMPURA	SS615	KHARAGPUR	
62	SABONG	SS221	KHARAGPUR	
63	PINGLA	SS217	KHARAGPUR	

ANNEXURE -G**BID PROPOSAL SHEET**

(Please mention "YES" iro the location against which bidder quoted price other wise mention "NO")

SL NO.	NAME OF THE SUB-STATION	SUB-STATION CODE	NAME OF THE DIVISION	Please mention "YES" iro the location against which bidder quoted price other wise mention "NO"
64	INDPUR	SS263	KHATRA	
65	RANIBANDH	SS268	KHATRA	
66	SIMLAPAL	SS279	KHATRA	
67	TALDANGRA	SS281	KHATRA	
68	KHATRA	SS265	KHATRA	
69	KRISHNAGANJ	SS363	KRISHNANAGAR	
70	MIRIK	SS381	KURSEONG	
71	SHIBNAGAR	SS315	MALDA (NORTH)	
72	HABIBPUR	SS307	MALDA (SOUTH)	
73	MANIKCHAK	SS311	MALDA (SOUTH)	
74	GOLAPGANJ	SS984	MALDA (SOUTH)	
75	AKRAHAT	SS405	MATHABHANGA	
76	MEKHLIGANG	SS526	MATHABHANGA	
77	JAMALPUR	SS134	MEMARI	
78	BAGILA	SS149	MEMARI	
79	PAHARHATI	SS195	MEMARI	
80	PIRAKATA	SS721	MIDNAPORE	
81	INCHURA	SS110	MOGRA	
82	PALASSY	SS370	NAKASHIPARA	
83	AKANDABERIA	SS365	NAKASHIPARA	
84	TAMNA	SS299	PURULIA	
85	BALARAMPUR	SS659	PURULIA	
86	WILCOX ROAD, TELIDIH	SS853	PURULIA	
87	DAFAHAT (AURANGABAD)	SS332	RAGHUNATHGANJ	
88	MOREGRAM	SS985	RAGHUNATHGANJ	
89	HURA	SS293	RAGHUNATHPUR	
90	MANBAZAR	SS296	RAGHUNATHPUR	
91	BORO (MANBAZAR-II)	SS572	RAGHUNATHPUR	
92	GOBAG	SS292	RAGHUNATHPUR	
93	KASHIPUR	SS295	RAGHUNATHPUR	
94	KENDA	SS712	RAGHUNATHPUR	
95	SARBARI	SS748	RAGHUNATHPUR	
96	HEMTABAD	SS438	RAIGANJ (U/DINAJPUR)	
97	PAIKAR	SS449	RAMPURHAT	
98	GANGNAPUR	SS347	RANAGHAT	
99	FULIA	SS357	RANAGHAT	
100	BADKULLA	SS356	RANAGHAT	
101	HATIGHISHA	SS519	SILIGURI SUB- URBAN	
102	GHOSHPUKUR	SS386	SILIGURI SUB- URBAN	
103	DABGRAM	SS384	SILIGURI TOWN	
104	KPS	SS310	SOUTH MALDA	
105	BAISHNABNAGAR	SS331	SOUTH MALDA	
106	NARAYANPUR	SS038	SOUTH MALDA	
107	DUBRAJPUR	SS175	SURI	
108	PANRUI	SS185	SURI	
109	MECHOGRAM	SS241	TAMLUK	
110	GOPALNAGAR	SS476	TAMLUK	
111	THEKUACHAK (KHANCHI)	SS649	TAMLUK	

**PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE/SECURITY
(To be submitted in NJ Stamp Paper of value Rupees 100/-)**

Ref.....

Bank Guarantee No.....

Date.....

To
The Chief Engineer (Distribution-Project-III Department)
West Bengal State Electricity Distribution Company Ltd.,
Vidyut Bhavan, Bidhannagar,
Kolkata – 700091,
West Bengal

Dear Sirs,

In accordance with Invitation to bid under your Bid Reference No..... M/s.....
having its Registered/ Head Office at..... (hereinafter called the `Bidder`) wish to participate
in the said Bid of.....and you, as a special favour have agreed to accept an irrevocable and
unconditional Bank Guarantee for an amount of.....valid upto.....on behalf of Bidder
in lieu of the Bid deposit required to be made by the bidder, as a Condition precedent for
participation in the Said Bid.

We, the.....Bank (Name) at.....(address) having our Head Office at.....
guarantee and undertake to pay immediately on demand by West Bengal State Electricity
Distribution Company Ltd., the Amount of.....
.....(in words & figures) without any reservation, protest, demur
and recourse. Any such demand made by said `Owner` shall be conclusive and binding on us
irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto and including.....*..... .

If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s.....on whose behalf this guarantee is issued.

This Bank further agrees that claims if any, against this Bank Guarantee shall be enforceable at our branch office at (address of local branch situated at **KOLKATA**).

Notwithstanding anything stated above:

- 1) Our liability under this Guarantee shall not exceed Rs.....(both in figures & in words).
- 2) The Bank Guarantee shall remain valid upto and including* (day/month/year).
- 3) We are liable to pay the Guaranteed amount or any part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before* (day/month/year) at (Bank Branch).

In witness where of the Bank, through its authorized office, has set its hand and stamp on this.....day of.....20.....at.....

.....
(Signature)

.....
(Name with designation)

.....
(Official address)

.....
(Official Seal)

WITNESS

1)
(Signature)

.....
(Name)

.....
(Official Address)

2)
(Signature)

.....
(Name)

.....
(Official Address)

* This date shall be 30 (thirty) calendar days beyond the bid validity date i.e. **the Bid Guarantee shall be valid for a period of 210 (two hundred & ten) calendar days reckoned from date of opening of bid.**

FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at(hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Specification No..... for (*insert name of the package along with project name*)of West Bengal State Electricity Distribution Company Limited, a Company incorporated under the Companies Act of 1956/2013 (with amendment from time to time) having its registered office at Vidyut Bhawan, Block DJ, Sector – II, Bidhannagar, Kolkata – 700 091 (hereinafter called the "Employer").

WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above mentioned Specification for the design, manufacture, supply, erection, testing and commissioning of Equipment/ Materials stipulated in the Bidding Documents under (*insert name of the package along with project name*)

AND WHEREAS Clause 11, Section-I of RFP & Qualification Criteria in Annexures- B & D to BDS forming part of the Bidding Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Annexures- B & D to BDS, as applicable, may bid, provided, the Joint Venture fulfills all other requirements under Clause 11 of Section-I of RFP and Qualification Criteria in Annexures- B & D to BDS and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated by Party No.1 based on this Undertaking between the parties; under these presents and the bid in accordance with the requirements of Clause 11 OF Section-I of RFP and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexures- B & D to BDS, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we, the parties to the Joint Venture, shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach of any condition/stipulation in the Contract or for any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any or all of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.

4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims raised out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I (*to be suitably appended by the Parties along with this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we, the parties to this Deed of Undertaking, do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board of
Director's Resolution dated

For Party No.-2
For and on behalf of M/s.....

Name

Designation

Signature

(Signature of the authorized
representative)


WITNESS :

I.

II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

for -  06/03/23

Tender Inviting Authority: Chief Engineer (Project-III), WBSEDCL

Name of Work:Supply, Installation, Operation and Management of Electric Vehicle Charging Station/ Battery Swapping stations at their cost at WBSEDCL’S own land

Contract No: WBSEDCL/Dist.Project-III/EVCS/Tender/2022-23/03 dated : 07.03.2022

Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE						
Sl. No.	NAME OF THE SUB-STATION and SUB-STATION CODE	Item Code / Make	NAME OF DIVISION	Revenue Sharing in Rs./ Kwh (Exclusive GST) To be entered by the Bidder	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	5	13	53	55
1	FALAKATA SS398	item1	ALIPURDUAR		0.00	INR Zero Only
2	KARTIKA SS400	item2	ALIPURDUAR		0.00	INR Zero Only
3	TARUI SS127	item3	ARAMBAGH		0.00	INR Zero Only
4	KAYNAPUR-II SS165	item4	ASANSOL		0.00	INR Zero Only
5	CHOA SS320	item5	BAHARAMPUR		0.00	INR Zero Only
6	BELDANGA SS317	item6	BAHARAMPUR		0.00	INR Zero Only
7	REJINAGAR SS328	item7	BAHARAMPUR		0.00	INR Zero Only
8	CHHATNA SS261	item8	BANKURA		0.00	INR Zero Only
9	MANJURA SS266	item9	BANKURA		0.00	INR Zero Only
10	NANDANPUR SS267	item10	BANKURA		0.00	INR Zero Only
11	GANGAJALGHATI SS262	item11	BANKURA		0.00	INR Zero Only
12	HASNABAD SS085	item12	BASIRHAT		0.00	INR Zero Only
13	SERAPOLE SS086	item13	BASIRHAT		0.00	INR Zero Only
14	HANROA SS084	item14	BASIRHAT		0.00	INR Zero Only
15	HINGALGANJ SS087	item15	BASIRHAT		0.00	INR Zero Only
16	NAZAT SS669	item16	BASIRHAT		0.00	INR Zero Only
17	BADURIA SS727	item17	BASIRHAT		0.00	INR Zero Only
18	KHANDARUI SS580	item18	BELDA		0.00	INR Zero Only
19	SARASANKA SS204	item19	BELDA		0.00	INR Zero Only
20	MOHANPUR SS227	item20	BELDA		0.00	INR Zero Only
21	KESHIARY SS212	item21	BELDA		0.00	INR Zero Only
22	NAYAGRAM SS576	item22	BELDA		0.00	INR Zero Only
23	SANKRAIL SS220	item23	BELDA		0.00	INR Zero Only
24	LAVPUR SS178	item24	BOLPUR		0.00	INR Zero Only
25	ILLAMBAJAR SS176	item25	BOLPUR		0.00	INR Zero Only
26	JOYDEB (BHALUKA) SS720	item26	BOLPUR		0.00	INR Zero Only
27	HATIA SS848	item27	BOLPUR		0.00	INR Zero Only
28	BOLPUR IND PARK SS974	item28	BOLPUR		0.00	INR Zero Only
29	THENGAPARA SS733	item29	BUNIADPUR		0.00	INR Zero Only
30	GUSHKARA SS132	item30	BURDWAN (NORTH)		0.00	INR Zero Only
31	ORGRAM SS148	item31	BURDWAN (NORTH)		0.00	INR Zero Only
32	BOLGONA SS135	item32	BURDWAN (NORTH)		0.00	INR Zero Only
33	NASIGRAM SS561	item33	BURDWAN (NORTH)		0.00	INR Zero Only
34	UTTARBHAG SS016	item34	CANNING		0.00	INR Zero Only
35	MIYERGHERI (JIBANTALA) SS014	item35	CANNING		0.00	INR Zero Only
36	POLBA SS117	item36	CHANDANNAGAR		0.00	INR Zero Only
37	KHARIPUKURIA SS582	item37	CONTAI		0.00	INR Zero Only
38	RAMNAGAR SS253	item38	CONTAI		0.00	INR Zero Only
39	MALDA SS252	item39	CONTAI		0.00	INR Zero Only
40	JINANDAPUR SS638	item40	CONTAI		0.00	INR Zero Only
41	SAKTIA (UDBADAL) SS684	item41	CONTAI		0.00	INR Zero Only
42	NIRMALBAZAR SS234	item42	GHATAL		0.00	INR Zero Only
43	C.K.TOWN SS229	item43	GHATAL		0.00	INR Zero Only
44	CHANDIPUR SS484	item44	HALDIA		0.00	INR Zero Only
45	KHUDIRAMNAGAR SS257	item45	HALDIA		0.00	INR Zero Only
46	GOPALPUR SS239	item46	HALDIA		0.00	INR Zero Only
47	REYAPARA SS243	item47	HALDIA		0.00	INR Zero Only
48	MANIKPARA SS214	item48	JHARGRAM		0.00	INR Zero Only
49	BORIA SS226	item49	JHARGRAM		0.00	INR Zero Only
50	CHILKIGARH SS569	item50	JHARGRAM		0.00	INR Zero Only
51	LALGOLA SS326	item51	JIAGANJ		0.00	INR Zero Only
52	RUDRANAGAR SS485	item52	KAKDWIP		0.00	INR Zero Only
53	DAKSHIN SHIBGANJ SS687	item53	KAKDWIP		0.00	INR Zero Only
54	ACHINTYANAGAR SS756	item54	KAKDWIP		0.00	INR Zero Only
55	MADHUPUR SS152	item55	KALNA		0.00	INR Zero Only
56	WBIDC PH-III SS352	item56	KALYANI		0.00	INR Zero Only
57	SHAKTIPUR SS329	item57	KANDI		0.00	INR Zero Only
58	BHABANINAGAR SS333	item58	KANDI		0.00	INR Zero Only
59	JAGGESWARDIHI SS158	item59	KATWA		0.00	INR Zero Only
60	PACHUNDI SS157	item60	KATWA		0.00	INR Zero Only
61	NEW NIMPURA SS615	item61	KHARAGPUR		0.00	INR Zero Only
62	SABONG SS221	item62	KHARAGPUR		0.00	INR Zero Only
63	PINGLA SS217	item63	KHARAGPUR		0.00	INR Zero Only
64	INDPUR SS263	item64	KHATRA		0.00	INR Zero Only
65	RANIBANDH SS268	item65	KHATRA		0.00	INR Zero Only
66	SIMLAPAL SS279	item66	KHATRA		0.00	INR Zero Only
67	TALDANGRA SS281	item67	KHATRA		0.00	INR Zero Only
68	KHATRA SS265	item68	KHATRA		0.00	INR Zero Only
69	KRISHNAGANJ SS363	item69	KRISHNANAGAR		0.00	INR Zero Only
70	MIRIK SS381	item70	KURSEONG		0.00	INR Zero Only
71	SHIBNAGAR SS315	item71	MALDA (NORTH)		0.00	INR Zero Only
72	HABIBPUR SS307	item72	MALDA (SOUTH)		0.00	INR Zero Only
73	MANIKCHAK SS311	item73	MALDA (SOUTH)		0.00	INR Zero Only
74	GOLAPGANJ SS984	item74	MALDA (SOUTH)		0.00	INR Zero Only
75	AKRAHAT SS405	item75	MATHABHANGA		0.00	INR Zero Only
76	MEKHLIGANG SS526	item76	MATHABHANGA		0.00	INR Zero Only
77	JAMALPUR SS134	item77	MEMARI		0.00	INR Zero Only
78	BAGILA SS149	item78	MEMARI		0.00	INR Zero Only
79	PAHARHATI SS195	item79	MEMARI		0.00	INR Zero Only
80	PIRAKATA SS721	item80	MIDNAPORE		0.00	INR Zero Only
81	INCHURA SS110	item81	MOGRA		0.00	INR Zero Only
82	PALASSY SS370	item82	NAKASHIPARA		0.00	INR Zero Only
83	AKANDABERIA SS365	item83	NAKASHIPARA		0.00	INR Zero Only

84	TAMNA SS299	Item 84	PURULIA	0.00	INR Zero Only
85	BALARAMPUR SS659	Item 85	PURULIA	0.00	INR Zero Only
86	WILCOX ROAD, TELIDIH SS853	Item 86	PURULIA	0.00	INR Zero Only
87	DAFAHAT (AURANGABAD) SS332	Item 87	RAGHUNATHGANJ	0.00	INR Zero Only
88	MOREGRAM SS985	Item 88	RAGHUNATHGANJ	0.00	INR Zero Only
89	HURA SS293	Item 89	RAGHUNATHPUR	0.00	INR Zero Only
90	MANBAZAR SS296	Item 90	RAGHUNATHPUR	0.00	INR Zero Only
91	BORO (MANBAZAR-II) SS572	Item 91	RAGHUNATHPUR	0.00	INR Zero Only
92	GOBAG SS292	Item 92	RAGHUNATHPUR	0.00	INR Zero Only
93	KASHIPUR SS295	Item 93	RAGHUNATHPUR	0.00	INR Zero Only
94	KENDA SS712	Item 94	RAGHUNATHPUR	0.00	INR Zero Only
95	SARBARI SS748	Item 95	RAGHUNATHPUR	0.00	INR Zero Only
96	HEMTABAD SS438	Item 96	RAIGANJ (UDINAJPUR)	0.00	INR Zero Only
97	PAIKAR SS449	Item 97	RAMPURHAT	0.00	INR Zero Only
98	GANGNAPUR SS347	Item 98	RANAGHAT	0.00	INR Zero Only
99	FULJA SS357	Item 99	RANAGHAT	0.00	INR Zero Only
100	BADKULLA SS356	Item 100	RANAGHAT	0.00	INR Zero Only
101	HATIGHISHA SS519	Item 101	SILIGURI SUB-URBAN	0.00	INR Zero Only
102	GHOSHPUKUR SS386	Item 102	SILIGURI SUB-URBAN	0.00	INR Zero Only
103	DABGRAM SS384	Item 103	SILIGURI TOWN	0.00	INR Zero Only
104	KPS SS310	Item 104	SOUTH MALDA	0.00	INR Zero Only
105	BAISHNABNAGAR SS331	Item 105	SOUTH MALDA	0.00	INR Zero Only
106	NARAYANPUR SS038	Item 106	SOUTH MALDA	0.00	INR Zero Only
107	DUBRAJPUR SS175	Item 107	SURI	0.00	INR Zero Only
108	PANRUJI SS185	Item 108	SURI	0.00	INR Zero Only
109	MECHOGRAM SS241	Item 109	TAMLUK	0.00	INR Zero Only
110	GOPALNAGAR SS476	Item 110	TAMLUK	0.00	INR Zero Only
111	THEKUACHAK (KHANCHI) SS649	Item 111	TAMLUK	0.00	INR Zero Only

for R
06/03/23