


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

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WBSedCL
e- TENDER NOTICE
(LOCAL COMPETITIVE BIDDING)
BID DOCUMENT

E-tender for Annual Maintenance Contract of the Automatic Meter Reading (AMR) devices installed at different remote locations under R-APDRP, Part-A Project in WBSedCL


Chief Engineer,
IT&C Cell

Tender Notice No: WBSedCL/IT&C/33.10(iv)/ 4155

Dated: 03.11.2021

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSedCL

DISCLAIMER

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

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

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INSTRUCTION TO BIDDER (IB)

IB.1. Introduction:

IB.1.1. Erstwhile WBSEB has been restructured the into two successor entities, namely West Bengal State Electricity Distribution Company Limited (WBSEDCL) and West Bengal State Electricity Transmission Company Limited (WBSETCL), under the ownership of the State Government. The two Companies started functioning from April 1, 2007.

IB.1.2. West Bengal State Electricity Distribution Company Limited hereinafter referred to as WBSEDCL, a Govt. of West Bengal Enterprise is responsible to distribute uninterrupted and quality Power within the State of West Bengal. WBSEDCL have already implemented Centralized Billing and Collection, GIS, Automated Meter Reading (AMR), Energy Audit etc. at 71 Towns across the state of West Bengal with its Data Centre at Rajarhat, Kolkata and Disaster Recovery Centre at Berhampore through R-APDRP, Part-A Project funded by Ministry of Power, Government of India.

IB.2. Objective: WBSEDCL invites tenders for Annual Maintenance Contract of the AMR devices installed at different remote premises, procured under R-APDRP, Part-A Project under WBSEDCL for **3 (Three) years**. WBSEDCL installed Data Concentrator Unit (DCU) for remote reading of DLMS/Non-DLMS meters against 33KV, 11KV, 6.6 KV & 6KV voltage levels for Feeder Metering under 33/11KV Sub Stations. Similarly, installed GPRS modems for remote reading of Non-DLMS/DLMS meters available at Distribution Transformer (DT), HT Bulk Consumers and Boundary Meters (BM) at different locations under WBSEDCL.

IB.3. Source of Fund: WBSEDCL will finance the entire work as stipulated under scope of work in the Bid documents.

IB.4. Invitation for the BIDs:

IB.4.1. Tender is invited by the Chief Engineer, IT&C Cell, WBSEDCL, Vidyut Bhawan, 3rd Floor, Block DJ, Sector- II, Bidhannagar, Kolkata- 700091, through electronic tendering (e-tendering) for data collection from Feeder Meters and Distribution Transformer meters.

IB.4.2. Intending Bidders desirous of participating in the tender are to log on to the website <http://wbtenders.gov.in>. The tender can be searched by typing 'wbasedcl' in the search box of the website.

IB.4.3. Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

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IB.4.4. Intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given in "Instructions to Bidders".

IB.5. Eligibility of Bidder:

IB.5.1. Qualifying Requirement (QR) of Bidder and Partners in case of consortium: Bidder must meet the following requirements individually and need to produce requisite documents as Proof of eligibility to participate in the bidding process:

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Mandatory Requirements (MR) of Bidder			
Sl	Description	Qualification Criteria	Evaluation/ Document Required
1	Bidders Identity	The bidder shall be a private/public Company registered under Companies Act 1956 / 2013 proprietary firm / partnership firm.	Certificate of Incorporation and Registration.
2	Experience	(a) Bidder(s) must have experience in AMC Service for AMR devices and having a minimum value of Rs. 2 Crores (Rupees Two Crores only) in one single order in India during the last 05 years in Government/Semi-Government/PSU Establishments.	i. The bidder shall submit the documentary proof of orders received. ii. Certificate mentioning order reference from Ordering Authority with satisfactory completion / ongoing during last five years (2015-2016, 2016-2017, 2017-2018, 2018-2019 & 2019-2020). (above details as per Form-II A, B&C)
3	Financial Strength	a) Bidder(s) must have average annual turnover of Rs. 50 lakhs during last three financial years or aggregated turnover of Rs.1.5 Crore for the last three FY ending on 31- Mar-2020 (i.e. for the F.Y. 2017-18, 2018-19 & 2019-20).	Provide the turnover in a separate sheet (as per Form-II A, B & C) with Auditor's signature along with following supporting document duly attested. i. Complete set of audit report for Companies and financial statements certified by Chartered Accountant(s) in case of Firms or Entities other than Companies for financial years 2017-18, 2018-19 & 2019-20 are required to be submitted.
		b) Working Capital of the Bidder(s) including fund-based credit facility shall not be less than 1 Crore for last 3 years.	Self-attested copy for last three financial year i.e., 2017-18, 2018-19 & 2019-20 to be submitted.

4	Workforce Capability	a) Bidder(s) must have technically sound personnel for modem and DCU repairing and Persons who have experience in similar field.	(i) Copy of academic as well as experience certificates in respective of persons to be engaged for the project. (ii) Declaration to be submitted that those certified persons are under the pay roll of the Bidder(s)
		b) Vendor should agree to provide comprehensive AMC of the hardware (in as is condition) installed at different remote locations and repair / replace the defective equipments / materials under this NIIT with equipments / materials of Equivalent or higher specification. The replaced equipment / material should run in WBSEDCL's existing running system without any trouble.	Should submit Self Declaration mentioning replacing Modem and DCU O&EM's name as per ANNEXURE-XIV.
		c) The vendor shall maintain sufficient spare of equipments in spare-bank located at West Bengal at his own cost for a total period of three years.	Should submit Self Declaration.
5	Authentication	Bidder(s) must submit a certificate on company letterhead, stating that the bidder hasn't been blacklisted by any institution/ organization/ society/ company of the Central / State Government ministry/department, or its public sector organizations during the last five years, with company stamp and signed by authorized signatory.	Self-Certificate on company letterhead with company stamp and signed by authorized signatory as per ANNEXURE- VI and ANNEXURE-VII A & B.
6	Office Location	Bidder(s) must have site offices at Kolkata/ Bidhannagar area.	Address of office at Kolkata along with Telephone No, Fax and Contact person's identity.

7	Statutory obligations	Must Comply with all statutory obligations	<ul style="list-style-type: none"> (i) Self-attested copy PF Registration Certificate. (ii) Self-attested copy of PAN Card. (iii) Self-attested copy of ST Registration Certificate. (iv) Self-attested copy of GST Registration Certificate. (v) Self-attested copy of Company registration certificate. (vi) Self-attested copy of Authorization for signing the tender documents. (vii) Self-attested copy of Profession Tax Registration Certificate (viii) Self-attested copy of IT Return for the Financial Year 2017-18, 2018-19 & 2019-20.
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IB.5.2. Consortium shall not be allowed if individual parties of the consortium are not fulfilling all selection criteria as stated IB.5.1.

IB.5.3. Government owned enterprises may only participate if they are legally and financially autonomous and not a dependent agency of WBSEDCL.

IB.6. Responsibility of Bidders:

IB.6.1. It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work.

IB.6.2. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments to the contract, once awarded under these documents will not be entertained by WBSEDCL. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by WBSEDCL, which are based on the lack of such clear information of its effect.

IB.6.3. The bid shall include all the information as per bid document.

IB.6.4. The bidder shall bear all the costs associated with the preparation and submission of bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

IB.6.5. In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance of the last date and time of submission of the bid.

IB.7. Formation of cartel & penal Measures: Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the parties. Repeated occurrence of such evidence of above tenderers may also be viewed seriously by the WBSEDCL authority and penal measures as deemed fit would be imposed on such tenderers.

IB.8. Key Dates: Schedule of Dates for e-Tendering:

Sl. No.	Activity	Date & Time
1	Publishing Date	18.11.2021 at 11:30 Hrs
2	Document Download start date	18.11.2021 at 14:00 Hrs
3	Seek clarification start date	18.11.2021 at 14:00 Hrs
3	Seek clarification end date	26.11.2021 at 14:00 Hrs
4	Date of Pre-bid Discussion	01.12.2021 at 14:00 Hrs
5	Bid submission start date	06.12.2021 at 14:00 Hrs
6	Bid submission end date	17.12.2021 at 16:00 Hrs
7	Last date of physical submission of EMD	17.12.2021 at 16:00 Hrs
8	Technical Bid opening date	22.12.2021 at 14:00 Hrs
9	Financial Bid opening date	To be intimated later

IB.9. If any Holiday, falls on any of the scheduled date, then the next working day (between mentioned working hours) shall be considered as scheduled date and schedule time.

IB.10. Pre-Bid Discussion:

IB.10.1. Pre-bid discussion will be held at WBSEDCL as per schedule indicated in 'Key Dates' Clause above to clarify the queries, if any, from the vendors in respect of tender. Selected vendors who shall purchase the Bid may participate (maximum two persons) in the said meeting for any such clarification.

IB.10.2. Relevant queries in soft copy EXCEL format as per ANNEXURE-VIII must be sent within the scheduled dates to the following mail id: ceit@wbasedcl.in and dipakk.pal@wbasedcl.in with c.c. to mrinmoyroy.wbasedcl@gmail.com

IB.10.3. Non-attendance at the pre-bid discussion will not be a cause for disqualification of the bidders.

IB.11. Clarification on Bidding Documents: If there be any discrepancy or obscurity in the meaning of any clause of the bid document, such queries must be sent to the email IDs as mentioned in IB10.2 three days prior to the date of Pre-bid discussion. Such query received from vendors prior to pre-bid discussion shall only be discussed in the pre-bid discussion. No other query except the written submitted ones will be clarified during pre-

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bid discussion. If any changes are decided in pre-bid meeting the same will be uploaded in the website <http://wbtenders.gov.in> and no other communication shall be made afterwards on the issues discussed in the pre-bid meeting. The clarification given in pre-bid discussion shall be final and binding on the bidder.

IB.12. Post bid meeting: A post bid meeting may be held, if required, after opening of 1st part of the Bid Document & prior to opening of Price Bid in an attempt to bring all the bidders under the same or equivalent Technical & Commercial platform. The date & time of the meeting, if arranged and required, will be duly communicated to the bidders through WBSEDCL's own Website. If revision is required in the terms & conditions of the bid document, that will be final & binding on the bidders. The price offer of those bidders will only be opened for evaluation, who will unconditionally accept the revised terms of the bid document.

IB.13. Amendment / Addenda of Bidding Documents: At any time, prior to the deadline of submission of Bid, WBSEDCL may, for any reason, modify the Bidding Documents by issuing Addenda / Amendments and the same will be uploaded in the website (<http://wbtenders.gov.in>) only in due time. WBSEDCL shall not have any obligation to inform the vendor through any other mode of communication.

IB.14. Language of the Bid: The bid so prepared by the bidder and all other correspondences and documents relating to the bid, exchanged by the bidder and WBSEDCL, shall be written in British English Language only.

IB.15. Currencies of Bid and Payment: All prices shall be quoted by the bidder in 'Indian Rupees' (INR) only. Payment is also to be made in 'Indian Rupees' (INR) only.

IB.16. Period of validity of Bid: The bid shall remain valid for acceptance up to 180 (One hundred and eighty days) from the date of opening of tender. WBSEDCL may request to extend Validity of the bid beyond 180 (One hundred and Eighty) days if required so, without any change in offer.

IB.17. Earnest money [Bid Guarantee]:

IB.17.1. The bidder desirous of taking part in a tender invited by Offices of WBSEDCL shall login to the e-Procurement portal of Government of West Bengal <https://wbtenders.gov.in> using his login ID and password.

IB.17.2. The bidder shall select the tender to bid and initiate payment of EMD of Rs. 2,20,545/- (Rupees Two Lakhs Twenty Thousand Five Hundred and Forty-five only) [**2.5% of estimated price of Rs. 88,21,781**]. Following payment options are available for paying EMD amount through online mode:

IB.17.2.1. Net-banking through Payment Gateway.

IB.17.2.2. RTGS/ NEFT Payment: On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/ NEFT transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e-Procurement portal to

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continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.

IB.17.2.3. Submission of EMD through BG: For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in the EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT.

IB.17.3. EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. Partial payment through online mode and remaining submission through BG is not allowed. In case the EMD is submitted in the form of irrevocable Bank Guarantee, it is to be submitted as per format in **ANNEXURE-IV** and shall remain valid initially for a period of six months from the last date of submission of the bid document and claim period will be further 3 months. The Bank details for preparation of such BG is:

Name of Bank: CANARA BANK
Name of Branch: Salt Lake City Branch
A/C no.: 2549261000122
IFSC: CNRB0002549

IB.17.4. General Instructions for Online Payment:

IB.17.4.1. The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment.

IB.17.4.2. Status of NEFT/ RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/ RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.

IB.17.4.3. In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/ RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/ RTGS mode (challan mode}.

IB.17.4.4. The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/C from which the payment of EMD has been initiated.

IB.17.5. Refund/Settlement of EMD Amount:

IB.17.5.1. For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.

IB.17.5.2. For successful bid(s), EMD will be refunded from WBSEDCL authority

after completion of tendering process and following due procedures.

IB.17.5.3. The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/C from which the payment of EMD has been initiated.

IB.17.5.4. For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/ 13 since payment gateway facility used by E tender portal is maintained by ICICI.

IB.17.6. Successful Bidder(s) shall have to mandatorily create vendor ID through WBSEDCL Web Portal Vendor Corner, if not created earlier.

IB.17.7. For 'Bid Guarantee' submitted as BG, the bid Guarantee of the unsuccessful vendors/Bidders will be returned against their written claim within one month from the date of placement of order on the vendor/Bidders.

IB.17.8. For 'Bid Guarantee' submitted as BG, the Bid Guarantee of the successful vendor/Bidders, will be returned within 30 (thirty) days from the date of acceptance of Performance Guarantee to be submitted as per Performance Guarantee Clause of bid document.

IB.17.9. No interest shall be payable by WBSEDCL on the above Bid Guarantee.

IB.17.10. The Bid Guarantee shall be forfeited for any of the following reasons:

IB.17.10.1. If during the period of bid validity, the bidder withdraws or modifies the bid in part or as a whole.

IB.17.10.2. If the vendor/ Bidders fails/fail to accept the order unconditionally as per "**Acceptance of Order**" clause of bid document or fails/fail to furnish the contract performance guarantee as stipulated in **PBG clause** of bid document.

IB.17.10.3. If the vendor / bidder fails to extend the validity period of EMD as per "**Earnest Money**" Clause of bid document.

IB.17.10.4. If any cartel is formed by the tenderer in their quotation.

IB.18. General guidance for e-Tendering: Instructions/Guidelines for electronic submission of the tenders have been mentioned below for assisting the bidders to participate in e-Tendering.

IB.18.1. Registration of Bidders: Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the e-Procurement system, through logging on to <https://wbtenders.gov.in>.

IB.18.2. Digital Signature certificate (DSC): Each bidder is required to obtain a class-

II or Class-III Digital Signature Certificate (DSC) for submission of tenders.

IB.18.3. The bidder can search and download NIT & Tender Documents electronically from the <https://wbtenders.gov.in> website using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

IB.19. Signing of Bids:

IB.19.1. The bid shall be downloaded from the website www.wbtenders.gov.in and shall be signed by a **person / person(s) duly authorized by the bidder.**

IB.19.2. To be qualified for evaluation and finalization of contract, Bidder/Bidders shall submit a written power of attorney, authorizing the signatory of the Bid to act on behalf of the Bidder in the form and manner which is acceptable by WBSEDCL.

IB.19.3. All the pages of the bid and where, entries/amendments have been made, shall be signed by the person/persons signing the bid.

IB.19.4. The complete bid shall be without alterations, interlineations or erasers, except those to accord with instructions issued by WBSEDCL or as necessary to correct errors made by the bidders, in which case such corrections shall be initialled by the person/persons signing the bid. Bids not duly signed shall be treated as cancelled.

IB.20. Submission of Bid: Bids shall be submitted as under:

IB.20.1. General process of submission: Tenders are to be submitted online through the website (www.wbtenders.gov.in). All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for, in the tender, through the above website within the stipulated date and time as given in the Tender.

Tenders are to be submitted in two folders - one is Technical Proposal and the other is Financial Proposal. Documents for Technical Proposal are to be submitted at pre-defined folders. Price bid under financial proposal is to be submitted at pre-defined folder named: BOQ.

The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

The bidder needs to download the Forms / Annexure/ BOQ, fill up the particulars in the designated Cell and upload the same in the designated location of Technical folder / Financial folder. The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender. Original copies of the uploaded documents may be submitted for physical verification if required by the Tender Inviting Authority at the time of technical evaluation.

IB.20.2. Part 1: Technical Proposal: The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in two covers (folders).

IB.20.2.1. Statutory Cover:

A. Contents of "Drafts" folder:

- a. **EMD:** Copy of Bank Guarantee (BG) (in case online EMD is chosen to be exempted by the bidder(s)).
- b. Signed copy of Power of Attorney by Bidder.

B. Contents of "NIT" folder:

- a. **Tender Document with all Annexure:** Signed Copy.
- b. **Addenda/Corrigendum:** Signed copy if published.

C. Contents of "Annexure" folder:

- a. **Application for Tender:** Bid Proposal (Vide Annexure -I).
- b. **Price Schedule in Un-priced condition:** BoQ.
- c. **ANNEXURE- II to XIV,** are to be submitted in details at Annexure folder in their respective format.

D. Contents of "Forms" folder:

- a. **Mandatory Condition:** Requisite Credentials of Bidder- Form-I
- b. **Sheet Containing Document Details:** Form-II A, B & C

Only downloaded copies of the relevant documents are to be uploaded, and digitally signed by the bidder.

IB.20.2.2. Non-Statutory Cover (My Document):

A. Company Details: Copy of the following document:

- a. Company Profile description
- b. Registration Certificate of the company
- c. PAN Card.
- d. GST registration certificate.
- e. Valid PF (if applicable) Registration Certificate.
- f. Valid Professional Tax certificate (if applicable).

B. Credentials:

- a. Documents to be submitted as mentioned in Eligibility Criteria;
- b. Any documents found necessary.

IB.20.2.3. Financial Proposal:

A. Bill of Quantities (BoQ): The bidder shall quote the rate in the space

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marked for quoting rate in the Price Bid Sheet of the downloaded BOQ file.

*Any deviation in the format, content (Other than entry of the quoted price at the desired blank spaces) of the Price bid/BOQ will render the tender liable to summary rejection

IB.21. Submission of original copies of documents of Earnest Money Deposit:

IB.21.1. Mode of Payment: In case the online payment is chosen to be exempted by the bidder(s), the EMD must be submitted in the form of Bank Guarantee (BG) of any scheduled Bank of India. Payment in any other form will not be accepted.

IB.21.2. Place of submission: The original copies of such BG, towards Earnest Money Deposit shall be submitted in the following office:

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

IB.21.3. Time of submission: The original copies of such BG towards EMD shall be submitted in a sealed envelope in the office as stated above within the date and time as specified in the NIT. If the bidder fails to submit the original copies within the due date and time his tender will not be opened and his bid will stand rejected.

IB.22. Conditional and incomplete tenders are liable to summary rejection.

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

IB.24. Late Submission of Bid: Bidder shall take all possible measures to submit the bid within the schedule date & time at specified location prescribed elsewhere in the bidding document. Late submission of bid for whatever reason shall not be accepted.

IB.25. Opening and evaluation of tender:

IB.25.1. Opening of technical proposal:

IB.25.1.1. Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.

IB.25.1.2. Technical proposals for those tender whose original copies of BG or online payment confirmation towards EMD have been received will only be opened. Proposals corresponding to which the confirmation towards EMD has not been received, will not be opened and will stand rejected.

IB.25.1.3. All bids found to be responsive will be examined in respect of "Mandatory Requirements" & other qualifying requirements as detailed in the bid

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document. Bids which do not satisfy the "Mandatory Requirements" and qualifying requirements will not be considered for technical evaluation.

- IB.25.1.4.** The bidder shall not take any commercial deviation from the stipulation of Bid document. If the bidder takes any commercial deviation, his Bid may be liable for rejection.
- IB.25.1.5.** Techno-commercial Deviations, if any, must be brought out in the specified Deviation Schedule (**ANNEXURE-II**). Techno-commercial deviations indicated elsewhere will not be considered in any circumstances. WBSEDCL during Techno-Commercial Evaluation will examine these deviations. Negative deviations will not be accepted in any circumstances and shall be considered as non-responsive and shall be liable for rejection. When there is no deviation, this sheet is to be submitted with the offer duly signed with an endorsement indicating "No Deviation". Deviations not indicated here will not be taken into consideration.
- IB.25.1.6.** The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers.

IB.25.2. Opening of financial proposal (price bids):

- IB.25.2.1.** Financial proposals submitted by the tenderers in the prescribed format (**BoQ Format**) and declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- IB.25.2.2.** No deviation in any form in the price-bid sheet is acceptable.
- IB.25.2.3.** The encrypted copies will be decrypted and evaluated online.
- IB.25.2.4.** After opening of the financial proposal, the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded.
- IB.25.2.5.** The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.
- IB.25.2.6.** For any discrepancy in the number of figures and words, the quoted amount in figure will prevail.

IB.25.3. Evaluation and Comparison of Bids (Price bids):

- IB.25.3.1.** On examination of documents submitted under different covers WBSEDCL will evaluate and compare the bids determined to be substantially responsive at each step.

IB.25.3.2. Evaluation of bid shall be made on the total price of all the line items clubbed together. Total price shall be calculated on the basis of quantity indicated in the NIT.
Evaluation of Bid will include and will consider:

IB.25.3.2.1. Total Quoted price.

IB.25.3.3. While evaluation, the Tender Inviting Authority or his authorized representative may summon of the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

IB.26. Conditional Rebate / Discount, if any, offered by any Bidder shall be outside the purview of commercial terms & conditions & shall not be considered during Bid evaluation.

IB.27. Time Schedule: The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the bidding document and incorporated in the contract for execution of entire job.

IB.28. Price:

IB.28.1. Price offer shall be submitted in the prescribed format only.

IB.28.2. No deviation in any form in the Price Bid Sheet is acceptable.

IB.29. Tax and Duties and other Levies:

IB.29.1. The Bidder(s) shall be solely responsible for the taxes that may be levied on the Bidder(s) persons or on earnings of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under "Income Tax Act, 1961" for the Contractor or his personnel. If it is obligatory under the provisions under the "Income Tax Act, 1961" deduction of Income Tax at source shall be made by the Employer.

IB.29.2. GST shall be admissible based on rule and rate in force and will be payable extra. Bidder should be registered under GST act.

IB.30. Statutory Obligation: Statutory obligations as per law of the land are to be complied.

IB.31. Variation during execution: The provisional quantities of various items are shown in the Price Schedules. WBSEDCL, during execution of the contract, reserves the right to increase or decrease the quantity with **± 25% (Twenty-five percent)** but without any change in unit price or other terms and conditions.

IB.32. Issuance of LOA: Methodology of award of Contract: -

IB.32.1. WBSEDCL will award the contract to the vendor whose bid has been determined to substantially responsive and has been determined the lowest evaluated bid,

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provided further that the bidder is determined to be qualified to perform the contract satisfactorily. WBSEDCL shall be sole judge in this regard.

IB.32.2. L1 will be awarded for providing the service. In the event of non-performance by the L1 bidder within reasonable time frame, the L2 and/ or L3 bidder may be approached to perform the job vide **clause GCC 5.3.**

IB.33. Acceptance of LOA: The vendor shall submit written unconditional acceptance of LOA within 15 (Fifteen) days from date of issuance of the same, also successful vendor has to submit a signed contract document (by authorized signatory of the vendor) as per **ANNEXURE-X**. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause.

IB.34. Right to reject Bids: WBSEDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.

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

IB.36. Settlement of Disputes:

IB.36.1. In case of any dispute arising out of the contract, the same shall normally be settled amicably through meeting between the WBSEDCL and the Bidder(s) at the appropriate level.

IB.36.2. All disputes or differences in respect of which the decision if any has not become final shall be settled by taking recourse of law at any competent Court under the jurisdiction of Hon'ble High Court, Calcutta only.

IB.36.3. The necessary judicial affairs and/or Court Case shall be exclusively within the jurisdiction of Calcutta High court only.

IB.37. Communication mode: The bidders, for communicating with WBSEDCL, for this job may use the following modes:

FAX- (033) 2337 2427

Telephone – (033) 2319 7278

IB.38. Representative of Bidder(s): The vendor is required to nominate one officer exclusively for this project from commencement to completion as a Nodal Officer to be stationed at Kolkata, with whom WBSEDCL will contact on all matters related to this order. The vendor has to specifically furnish to WBSEDCL, the name, designation, Telephone no. including mobile no., email address of such person.

IB.39. Conflict of Interest:

IB.39.1. The Bidder shall not have a Conflict of Interest that may affect the Tendering

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Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bid Security of the bidder shall be forfeited for the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

IB.39.2. Any Bidder will be found to have a conflict of Interest if his near relative is posted as an employee/officer in any capacity in WBSEDCL, who is associated with the Tender Inviting Authority.

IB.39.3. Any Bidder will be found to have a Conflict of Interest if any employee of the bidding firm/company has or develops a financial or other interest with any employee/officer of WBSEDCL associated with the Tender Inviting Authority during execution of the contract.

IB.39.4. Any Bidder has a relationship with another Bidder/Bidders, directly or through common third parties, that puts them in a position to have access to each-others information about, or to influence the Tendering Process of either or each of the Bidder will be found to have conflict of interest.

SCOPE OF WORK (SW)

SW.1. Introduction:

SW.1.1. WBSEDCL has already installed DLMS and Non-DLMS Meter of different manufacturers like Secure, L&T, Genus etc at 11KV & 33KV Incoming and Outgoing Feeders of 33/11KV Sub Station, Distribution Transformers, Boundary Meters and LT CT operated Bulk consumer meters at different location throughout West Bengal. GPRS based automated meter reading (AMR) devices are installed with these meters to fetch different types of meters data.

SW.1.2. Under RAPDRP a total no. of 126 Sub-stns., 928 nos. Bulk consumer meters (having connected load of more than 50 kVA) and 201 nos. Boundary meters are under scope of AMR (Automated Meter Reading) project.

SW.1.3. WBSEDCL will engage Successful Bidder to carry out AMC job for 3 years for all those AMR devices and related software.

SW.2. Scope of Work: The scope of work under this contract covers providing comprehensive AMC of the Hardware (in as is condition) procured & installed at different remote locations under R-APDRP Part A Project in WBSEDCL. In case of maintenance of the AMR devices, Meters and New SIM will be provided by WBSEDCL, all other works including liaison with FMS service provider, communication service provider, maintenance of Meter to modem/ DCU communication, antenna and software infrastructure (HES) will be done by the engaged vendor. Payment will be made on WBSEDCL's MDAS system generated "Last Data Availability Report" basis as per SLA and LD clause.

SW.2.1. GPRS modem for LT CT operated HT Bulk consumer meters: Meter used both DLMS/ non-DLMS category of Secure, Genus, L&T and L&G make. Viola make Artic 2170 modem connected with meter through serial port (RS-232); use

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data communication through GPRS/ GSM frequency. Few Linkwell make modems are also present.

SW.2.2. GPRS modem for Boundary meters: Meter used both DLMS/ non-DLMS category of Secure, Genus make. Viola make Artic 2170 modem connected with meter through serial port (RS-232); use data communication through GPRS/ GSM frequency.

SW.2.3. DCU for Feeder Meters: Meter used both DLMS/ non-DLMS category of Secure, Genus, L&T and L&G make. Viola make Artic GPRS Gateway is connected with All feeder meters of a sub-station are connected with Viola make Artic GPRS Gateway (DCU) through a daisy chain over RS-485 communication. For Non-DLMS meters RS-232 to RS-485 Modbus converters are used to connect with DCU. DCU uses data communication over GPRS/ GSM frequency. Few Linkwell make modems are also installed against particular series of meters made by Genus.

SW.2.4. M2M Gateway (Local Head End System software): Viola M2M Gateway is a network device that enables VPN connection between company network and remote Arctic devices, all meter data files (converted csv files) are fetched to this server through TCP and FTP. For Linkwell make modems another Linkwell Meter Data Management (MDM) server application is used to fetch raw meter data to produce converted csv files. Later WBSEDCL MDAS system fetches all these meter data through FTP for its billing and energy auditing purpose.

SW.2.5. Meter Data: Data logging features of meters are specified as per IS standards for DLMS and Non-DLMS meters. All the following metering parameters are fetched from meters on daily basis:

- (a) **Instantaneous parameters;**
- (b) **Block profile/ Load Survey parameters;**
- (c) **History / Billing parameters (where available);**
- (d) **Daily Profile Parameters;**
- (e) **Meter log**
- (f) **Event on occurrence.**

SW.2.6. For data Fetching, SIMs of BSNL are used having private APN through whitelisted IPs and associated ports. The supply and working of the SIMs will a prerogative of WBSEDCL. For replacement of SIMs by any other service provider/or same service provider in case of damage, an endorsement from WBSEDCL will be necessary. The procurement of such SIMs will be done by WBSEDCL.

SW.3. AMC Scope: Bidder/Bidders shall be responsible for region wise maintenance of all the remote location of the AMR devices under scope of RAPDRP Part-A for a period of three years with subsequent extension for (1+1) years subject to the performance of the vendor and approval from the concerned authority of WBSEDCL from the date of issuance of formal LOA along with Supply and installation of all necessary parts for replacement and licenses at similar rate. This support shall be provided by trained and experienced personnel of the bidder. During this period, bidder shall be responsible for carrying out following activities:

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SW.3.1. Annual maintenance includes replacement of all un-serviceable parts or whole device (in case of non-repairable) at free of cost by the vendor. Parts replaced should be new and equivalent to original parts. For any non-repairable device, replacement of the defective equipment should be replaced with equipment/ devices equivalent or higher specification.

SW.3.2. In case use of any used in replacement WBSEDCL is required standard site and after adoption the other OEM make modem or DCU of defective one prior approval of and in that case WBSEDCL's acceptance test will be applicable device will be asset of WBSEDCL. (If any new HES system is adopted by the vendor then the cost of integration between new HES and the existing MADS system will be borne by WBSEDCL). Bidders shall be required to fill **Annexure-XIII**

RS485 PIN DETAILS	
1	GND
2	D-
3	D+

SW.3.3. The bidder shall be responsible for necessary changes in the HES in case new series of meters.

SW.3.4. The bidder shall be responsible for the overall management and supervision of works. They shall provide experienced, skilled, knowledgeable and competent personnel for the AMC support, so as to provide the Owner with a high-quality system. The bidder should submit monthly status report for the service calls generated in that month including previous pending calls indicating the actions taken.

SW.3.5. Bidder should provide at least one local representative to work from client location (WBSEDCL HQ), who shall take care of all local reporting and system monitoring with on demand data force poll job.

SW.4. Different Type of AMR device details:

SW.4.1. Viola Make GPRS modem:

Product name	Arctic Thin
Product code	2170
Serial Communication	RS-232
Power consumption	<5W
Weight	0.3 kg
GSM/GPRS Frequency band	Quad band, 800, 900, 1800 and 1900 MHz

SW.4.2. Viola Make Artic GPRS gateway (DCU):

Product name	Arctic GPRS gateway
DCU model	TC63i
Operating System	LINUX VERSION 2.4.19-uc1
Serial communication	RS-485

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GSM/GPRS Frequency band	Quad band, 800, 900, 1800 and 1900 MHz
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SW.4.3. Modbus RS232 to RS485 converter: Used to connect Non-DLMS meter with DCU, that convert the data from RS232 to RS485. The converter takes data input through RS232 port and when RX and TX LED will blink to continue then data communication has started,

<u>RS 232 PIN DETAILS</u>	
2	RX
3	TX
5	GND
7	RTS

RS485 end is a 3-pin connector. The converted data send through this port. When the RX and TX LED will blink to continue, then the data sending process has been started:

SW.4.4. Linkwell make GPRS modem:

Product name	Linkwell GPRS modem
Model no	81GI
Antenna	5 dbi
Serial communication	RS-485 & RS-232
GSM/GPRS Frequency band	Quad band, 800, 900, 1800 and 1900 MHz

SW.5. Downtime Calculated Certified copy: Necessary downtime calculation certificate on quarterly basis for entire work is to be issued by the Nodal officer of WBSEDCL, within 15 days from the date of submission of the same.

SW.6. Safety: All safety laws, rules and regulation enforced by statutory agencies and by Utility shall be applicable in the performance of this Contract and Contractor's Team shall abide by these laws, rules and regulations. Data collection from meter shall be done in such a way to ensure less hazardous, avoiding any danger in normal conditions, so as to ensure:

- ✓ personnel safety against electric shock
- ✓ personnel safety against effects of excessive temperature
- ✓ equipment safety against physical damaged during reading
- ✓ equipment protection against solid objects, dust & water

The successful bidder shall provide and employ only technical personnel who are skilled and experienced in their respective callings. Contractor shall be responsible for any type of accident which may take place during the course of work.

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General Conditions of Contract [GCC]

GCC.1. General Terms:

GCC.1.1. For timely completion of the project, WBSEDCL reserves the right to divide/split/modify/cancel the entire job during placement of order without showing any reason whatsoever.

GCC.1.2. WBSEDCL has reserves the right to negotiate with the Bidder(s).

GCC.1.3. The bidder has to furnish all the information as required regarding their offer.

GCC.1.4. Quotation from any sub-Vendor(s) will not be entertained.

GCC.1.5. The bidder shall satisfy WBSEDCL with his ability to complete the works positively within the stipulated time.

GCC.1.6. Bidders are encouraged to make the maximum use of resources available locally in West Bengal / India, provided that these meet the technical requirement as specified.

GCC.1.7. The Company reserves the right, to reject any or all the tenders, at its discretion, without assigning any reason whatsoever.

GCC.1.8. WBSEDCL reserves the right to review the bidder's capability and capacity to perform the work before awarding the Contract.

GCC.1.9. WBSEDCL reserves the right to reject AMC service of any device, if found that the fetched data set is corrupted or not in line with the format and not integrating with the implemented IT system.

GCC.1.10. The Bidder(s) shall not sub contract any part of this contract without formal approval of WBSEDCL. Any such approval shall not relieve the Bidder(s) of any liability or obligation under the contract and the Bidder(s) will remain fully responsible for all acts of default and negligence of the subcontractor.

GCC.1.11. To monitor the maintenance activities and to discuss other related matters, meeting will be held between Vendor and WBSEDCL depending upon the need.

GCC.2. Loss or damage of equipment: Bidder shall see that no damages are caused to Meter, Electrical Cables, wires, station installations, communication lines, electric devices etc. If any damage is caused to or suffer or and in general to WBSEDCL equipment or any property or by the consequences of the acts of unlawful omission of the contractor, its employees and workmen or other person connected with it, necessary repairs or replacements shall be effected by WBSEDCL at the risk and cost of the bidder. The expenses shall be recovered from the money due and payable to the bidder or by other appropriate processes.

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GCC.3. Statutory Obligations: Statutory obligations as per law of the land are to be complied with, by the Bidder(s). Workmen's Compensation Act 1923, the Contract Labour (Regulation & Abolition) Act 1970, Employees Provident Funds and Miscellaneous Provisions Act 1952, Employees' State Insurance Act 1948, Payment of Wages Act 1936 etc. and rules made there under for every act, are to be dealt with by the Bidder(s) as per relevant act and the financial obligation/s arising out of statutory obligations would be entirely on Bidder(s)'s account and WBSEDCL will not be responsible on this score for any reason whatsoever.

GCC.4. Locations: Locations of attached modems and DCUs with Distribution Transformer points, Feeder metering substations, Boundary Meters and HT Bulk Consumer meters are scattered throughout the State of West Bengal under the jurisdiction of WBSEDCL.

GCC.5. Contract Period:

GCC.5.1. The contract shall remain valid for a period of 3 (three) years from the date of issuance of LOA.

GCC.5.2. WBSEDCL may terminate the contract earlier also, prior to expiry of contract period, with 1 (One) months' notice, if the performance of the Bidder(s) is not found to be satisfactory. In that case, WBSEDCL may move to L2 bidder and the liabilities due to this difference of cost will be recovered from the L1 bidder.

GCC.6. Annual Maintenance Contract:

GCC.6.1. The bidder shall perform Annual Maintenance all the AMR device hardware and related firmware procured under R-APDRP Part-A project under WBSEDCL for 3 (Three) years from the date of placement of LoA. All necessary spare parts under scope of service need to be kept in stock accordingly. For any non-repairable device, replacement of the defective equipment should be replaced with equipment/ devices equivalent or higher specification and with consent of WBSEDCL.

GCC.6.2. AMC shall also cover trouble shooting of the system including software (HES software)

GCC.6.3. In case of failure / malfunctioning of the system, concerned engineers from IT&C Cell will log service call. The service call should be attended as per schedule specified in SLA and service call will be closed only after end to end AMR device communication and meter data fetching up to MDAS system.

GCC.6.4. Downtime will be calculated on Quarterly basis as per the SLA (**Annexure-XIV**).

GCC.6.5. Annual maintenance includes replacement of all un-serviceable parts or whole device (in case of non-repairable) at free of cost by the vendor. Parts replaced should be new and equivalent to original parts. The defective parts removed will be the property of the vendor.

GCC.7. Price:

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GCC.7.1. Price offer shall be submitted for only the specified items and as per given specification only.

GCC.7.2. All prices shall be given item wise in Indian Rupee only.

GCC.7.3. Price evaluation will be made on total price of all items as per the formula clearly mentioned in the 'Price Bid Sheet'.

GCC.7.4. The quoted unit rates shall remain firm throughout the period of the contract.

GCC.8. Taxes, Duties and other levies:

GCC.8.1. The Bidder(s) shall be solely responsible for the taxes that may be levied on the Bidder(s) persons or on earnings of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under "Income Tax Act, 1961" for the Contractor or his personnel. If it is obligatory under the provisions under the "Income Tax Act, 1961" deduction of Income Tax at source shall be made by the Employer.

GCC.8.2. GST shall be admissible based on rule and rate in force and will be payable extra. Bidder should be registered under GST act.

GCC.9. CONTRACT AGREEMENT: The contractor (successful bidder) shall have to be entered into a Contract Agreement 15 (fifteen) days from the issue of the Letter of Award (LOA) with West Bengal State Electricity Distribution Company Limited (WBSEDCL) for the proper fulfilment of the contract as per Pro forma **(ANNEXURE-X)**. All Documents/ Correspondences relevant to this tender evolved during the tendering process and firming up of the Contract and during execution of the work will form part of the agreement. The successful bidder shall have to submit a copy of the whole tender document duly signed and stamped by the authorized representative of the successful bidder.

GCC.10. Contract Value:

GCC.10.1. The contract value of the project will be: Total amount for 3 Years Price as price schedule sheet. (Excluding Tax and Duties).

GCC.11. Performance Guarantee:

GCC.11.1. As Contract Guarantee, the successful bidder has to furnish a Performance Guarantee in the form of Bank Guarantee on non-judicial stamp paper of Rs 100 amounting to 3% (Three) of the value of the order from any Indian Scheduled Bank as per proforma enclosed **(Annexure X)**, to guarantee faithful execution of the order in accordance with the terms and conditions stipulated in both the orders.

GCC.11.2. Additional security of 10% of the tendered rate may be submitted by the bidder, in case of tendering abnormally lower rate from the estimate at the discretion of WBSEDCL **(Annexure XV)**.

GCC.11.3. The Performance Guarantee shall be submitted to the CE, IT&C Cell, 3rd Floor, 'D' Block, Vidyut Bhawan, WBSEDCL

GCC.11.4. The Performance Guarantee shall cover the warranty period for satisfactory performance. For any failure towards satisfactory performance on the part of the Bidder(s), the Bank Guarantee will be liable to encashment and forfeiture.

GCC.11.5. Performance Guarantee furnished in any other form will not be accepted.

GCC.11.6. Performance Guarantee will not carry any interest.

GCC.11.7. The above Performance Guarantee is to be submitted within fifteen (15) days from the date of issue of the order and shall remain valid up to 3 (three) months after end of the contract period.

GCC.11.8. In case the contract is renewed, the successful bidder has to extend the validity of the Performance Bank Guarantee for a further period of 3 (three) months after the renewed contract Period.

GCC.11.9. The proceeds of the Performance Guarantee shall be payable to WBSEDCL as compensation for any loss resulting from the failure on the successful bidder's part to complete its obligations under both the Contracts or if any Liquidated Damage is levied on the Bidder(s) as per terms of any of the two Contracts.

GCC.12. Liability for Accident: In case any accident occurs during the reading process or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Project Manager and also to all the authorities envisaged under the applicable laws and all cost related to be borne by contractor.

GCC.13. INDEMNITY BOND: In case the PBG is not submitted within the time frame as mentioned, the contractor (successful bidder) shall have to produce Indemnity Bond as per format annexed (**Annexure-IV**) to the Controlling Officer of the work for the total uncovered period from the date of issue of LOA to the date of submission of PBG.

GCC.14. Risk Purchase / Performance: Adherence to time schedules mentioned in the foregoing clauses shall be deemed as the essence of contract and if the successful bidder fails to execute the contract up to the satisfaction of WBSEDCL, as would be laid down in the contract, WBSEDCL shall be entitled to get the job executed engaging any other on that account and at the risk of the successful bidder or to cancel the contract and the successful bidder shall be liable to compensate for any loss/damage which WBSEDCL may sustain by reason of such failure on their part.

GCC.15. Cancellation/Termination of Order: WBSEDCL reserves the right to terminate the contract either in part or in full due to reasons of non-Compliance of stipulated activities laid down in different clauses under this contract, also have the right to invoke and appropriate the entire amount of Bank Guarantee without citing any cause thereof. The following causes may also lead to cancellation of LOA.

GCC.15.1. The successful bidder fails to submit written unconditional acceptance of order within 15 (Fifteen) Days from the date of issuance of the order.

GCC.15.2. If the successful bidder fails to submit the Performance Bank Guarantee as per stipulated format, with requisite validity and within the specified time period with 15 (Fifteen) days' notice to the Bidder(s).

GCC.15.3. If the successful bidder fails to get the clearance of WBSEDCL regarding acceptability of the replacement parts/ device along with the software within the stipulated time frame.

GCC.15.4. If the performance of the successful bidder is found to be non-satisfactory at any stage during the entire contract period.

GCC.15.5. If the successful bidder fails to adhere to the 'Confidentiality' clause. In that case termination would be instantaneous.

GCC.15.6. If the successful bidder fails to comply with any other stipulated activities apart from those, mentioned above, as laid down in various clauses under the orders. In each above cases 15 days termination notice shall be issued prior to termination of LOA.

GCC.16. Premature Termination: If the vendor exits from the contract transferring the entire liability or part thereof prior to natural termination of the contract period, WBSEDCL should have the right to invoke and appropriate the entire amount of Bank Guarantee without citing any cause thereof.

GCC.17. Force Majeure:

GCC.17.1. The successful bidder shall have no liability if prevented from carrying out obligations under the orders by reasons of war, invasion, foreign hostilities, war declared, riot, civil commotion, mutiny, fire, Govt. orders and/or restrictions or any other cause beyond the reasonable control of the successful bidder. However, such force-majeure circumstances are to be intimated immediately and to be established subsequently with appropriate documents/proofs to the entire satisfaction of WBSEDCL.

GCC.18. Legal Jurisdiction:

GCC.18.1. During execution of this contract, if any dispute arises thereby, shall be settled amicably between the contractual parties.

GCC.18.2. All disputes or differences in respect of which the decision if any has not become final shall be settled by taking recourse of law at any competent Court under the jurisdiction of Hon'ble High Court, Calcutta only.

GCC.18.3. The necessary legal affairs and / or court case shall be exclusively within the jurisdiction of Calcutta High Court or any subordinate court having competent jurisdiction at Kolkata only.

GCC.19. Liquidated damage:

GCC.19.1. WBSEDCL shall have the right to repudiate the contract if the work is not been performed as per satisfaction and as per time schedule. The following causes may also lead to cancellation of LOA. However, the ordering authority may at his discretion waive this condition with imposition of liquidated damage indicated herein below.

GCC.19.2. Downtime will be calculated on Quarterly basis as per the SLA. The deductions that WBSEDCL may make will be on the basis of the SLA as defined in **Annexure-XIV: SLA**.

GCC.19.3. Any LD realizable under any of the aforementioned clause shall be realized from any of the pending bills/ Bank Guarantees of the Bidder(s) lying with WBSEDCL.

GCC.19.4. In case of termination of LOA as per termination clause, WBSEDCL will engage third party for the maintenance of items and related service. The difference in cost of AMC for engagement of third party will be deducted from outstanding bill /BG lying / to be lying with WBSEDCL

GCC.20. Limitation of liability: Except in cases of gross negligence or willful misconduct:

GCC.20.1. neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay liquidated damages to WBSEDCL, and

GCC.20.2. the aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment/solutions, or to any obligation of the bidder to indemnify WBSEDCL with respect to patent infringement.

GCC.21. Submission of bills for payment:

GCC.21.1. Bills shall be prepared on quarterly basis for AMC charges for three months block only. The bills shall be submitted after minimum completion of each quarter within the next month of next quarter.

GCC.21.2. All the bills in triplicate along with downtime calculation certified by concerned nodal officer of IT&C Cell, shall be submitted to the for payment addressing to the **Office of the Chief Engineer, IT&C Cell, 3rd Floor, 'D' Block, Vidyut Bhavan, Kolkata – 700091**.

GCC.22. Terms of Payment:

GCC.22.1. No advance payment will be made by WBSEDCL to the successful bidder/

GCC.22.2. Payment will be released only after submission of performance BG.

GCC.22.3. Quarter yearly AMC charges will be released at the end of each quarter block

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from the start of AMC service after deduction of penalty against down time.

GCC.23. WBSEDCL personnel for liaison:

GCC.23.1. Controlling Officer: Addl. Chief Engineer, IT & C Cell.

GCC.23.2. Nodal Officer: Superintendent Engineer/Divisional Engineer, IT & C Cell

GCC.23.3. Supervising Officer: Assistant Engineer, IT&C Cell

GCC.23.4. Paying Authority: Manager (F&A), Establishment Corporate, WBSEDCL.

Special Conditions of Contract (SCC)

SCC.1. The special conditions of the contract, as depicted here, shall supplement the sections like IB, SW & GCC etc. and wherever there is a conflict, the provision herein shall prevail over other sections of this document.

SCC.2. The manpower deployed by the successful bidder for completion of the job not have any right whatsoever in getting employment in WBSEDCL.

SCC.3. Any scheduled date, if subsequently, is declared as holiday by competent authority, the revised schedule will be notified duly. However, in absence of such notification, the next working day, with scheduled time and venue will be considered as scheduled and Bidder(s) would be intimated accordingly.

SCC.4. WBSEDCL reserves the right to disqualify such bidders who have a past track record of not meeting contractual obligations (either in part or in full) against earlier contracts entered into with any unit of WBSEDCL.

SCC.5. Conflict of Interest:

SCC.5.1 The Bidder shall not have a Conflict of Interest that may affect the Tendering Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bid Security of the bidder shall be forfeited for the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

SCC.5.2 Any Bidder found to have a conflict of Interest if his near relative is posted as an employee/officer in any capacity in WBSEDCL, who is associated with the Tender Inviting Authority.

SCC.5.3 Any Bidder found to have a Conflict of Interest if any employee of the bidding firm/company has or develops a financial or other interest with any employee/officer of WBSEDCL associated with the Tender Inviting Authority during execution of the contract.

SCC.5.4 Any Bidder has a relationship with another Bidder/Bidders, directly or through common third parties, that puts them in a position to have access to each others information about, or to influence the Tendering Process of either or each of the Bidder.

SCC.6. Confidentiality:

SCC.6.1 The Bidder(s) has to agree not to use the Confidential Information in any way, except for the purpose of execution of the Scope of Work;

SCC.6.2 The Bidder(s) has to agree to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than WBSEDCL's employees having a need for disclosure in connection with Bidder(s)'s authorized use of the Confidential Information;


SCC.6.3 The Bidder(s) has to agree to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons;

SCC.6.4 Ownership of Confidential Information: The Bidder(s) has to agree that all Confidential Information shall remain the property of WBSEDCL, and that WBSEDCL may use such Confidential Information for any purpose without obligation to the Bidder(s). Nothing contained herein shall be construed as granting or implying any transfer of rights to the Bidder(s) in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information;

SCC.6.5 Survival of Rights and Obligations: The Terms of Confidentiality set hereinabove, shall be binding upon, inure to the benefit of, and be enforceable by (a) WBSEDCL, its successors, and assigns; and (b) the Bidder(s), its successors and assigns;

In brief, strict confidentiality shall be maintained with respect to the contents of the data to be handled by the successful bidder and, any violation of this confidentiality clause may be treated as breach of trust and would lead to any or all of the penal actions as detailed below:

- I. Instant termination of the contract
- II. Engaging other agencies to carry out the remaining work with the condition that the cost of such work will be borne by the defaulting Bidder(s).


Chief Engineer,
IT&C Cell,
Vidyut Bhawan,
WBSEDCL

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

ANNEXURES

Item	Description
Price Bid Sheet (BoQ)	Item Rate BoQ
FORM-I	Declaration of Mandatory Condition
FORM-II(A)	Checklist of Mandatory Condition
FORM-II(B)	Schedule of Bids
FORM-II(C)	Certificate of Yearly Turnover
ANNEXURE-I	Bid Proposal
ANNEXURE-II	Techno Commercial Deviation Sheet
ANNEXURE-III	Statement of Orders Executed
ANNEXURE-IV	Proforma of Bank Guarantee for Bid Guarantee
ANNEXURE-V	Proforma of Indemnity Bond
ANNEXURE-VI	Proforma of Declaration of Black Listing
ANNEXURE-VII (A) & (B)	Proforma of Declaration Regarding abandonment or Rescission of Work
ANNEXURE-VIII	Declaration
ANNEXURE-IX	Pre-Bid Query Format
ANNEXURE-X	Proforma of Contract Agreement
ANNEXURE-XI	Format for Bank Guarantee for contract Performance
ANNEXURE-XII (A)	Region Wise modem count for BM
ANNEXURE-XII (B)	Region Wise modem count for HT meters
ANNEXURE-XII (C)	Region Wise DCU and modem count for Feeder meters
ANNEXURE-XIII	MAF
ANNEXURE-XIV	SLA
ANNEXURE-XV	Format for Additional PBG (Clause GCC 11.2.)

 AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

BoQ FORMAT

Price BID for AMC (3 years) for AMR devices at different locations of WBSEDCL.

Sl. No	Description of work	Quantity (Nos)	Unit Rate per Year (Rs.)	Total Amount for 3 years (Rs.)	Total Amount in words
(A)	(B)	(C)	(D)	E= (3 X D)	F
1	DCU and converter (where applicable)	126			
2	GPRS modem	1129			
3	HES/Meter data Management System (as required)	1			
Total (1+2+3):					
Total Amount in words:					

NOTE: -

- (a) GST shall be allowed over and above the contracted price at the prevailing rate in force.
- (b) Price bid is to be submitted strictly as per above format and all the columns duly filled in.
- (c) Partial & incomplete quotation will not be Accepted
- (d) The bidder has to declare as follows: -

"We hereby declare that in quoting the above price, we have taken into account the entire Scope of Work along with all statutory taxes and levies as applicable till date except GST".

Signature of the bidder with Office Seal

Dated-----

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

<p style="text-align: center;"><u>FORM-I</u> Mandatory Requirement (MR) of Bidder</p>				
Sl	Description	Qualification Criteria	Evaluation/ Document Required	Submitted Yes/ No
1	Bidders Identity	The bidder shall be a private/public Company registered under Companies Act 1956 / 2013 proprietary firm / partnership firm.	Certificate of Incorporation and Registration.	
2	Experience	<p>Bidder(s) must have experience in the field of data collection in any mode (AMR/CMRI/LPR) from either of the following type of meters</p> <p>(i) Feeder meters installed at 33/11 KV sub-stations</p> <p>(ii) Meters installed at Distribution Transformers</p> <p>(iii) Static HT/LT Tri vector Meter and whole current Downloadable Meters Installed at various category of consumers.</p> <p>Through the order of Electricity Utilities in the last three financial years not less than 5 Crores.</p>	<p>List of clients, or individual Client's PO / WO / LOI / LOA / Contract/Certification on client letterhead and Performance certificate and contact details of clients as proof provided for the last 7 years needs to be submitted.</p>	
3	Financial Strength	<p>a) Bidder(s) must have average annual turnover of Rs. 50 Lakhs during last three financial years or aggregated turnover of Rs.1.5 Crore for the last three FY ending on 31-Mar-2020 (i.e. for the F.Y. 2017-18, 2018-19 & 2019-20.).</p>	<p>Provide the turnover in a separate sheet (as per Form-II) with Auditor's signature along with following supporting document duly attested.</p> <p>i. Complete set of audit report for Companies and tax audit report in case of Firms or Entities other than Companies for financial years 2017-18, 2018-19 & 2019-20 are required to be submitted</p>	

		b) Working Capital of the Bidder(s) including fund-based credit facility shall not be less than 1 Crore for last 3 years.	Self-attested copy for last three financial year i.e. 2017-18, 2018-19 & 2019-20 to be submitted.	
4	Workforce Capability	a) Bidder(s) must have technically sound personnel for collection of such data and Persons who have experience in similar field.	(i) Copy of academic as well as experience certificates in respective of persons to be engaged for the project. (ii) Declaration to be submitted that those certified persons are under the pay roll of the Bidder(s)	
		b) Bidder(s) must possess tools such as AMR, CMRI, LPR i.e. Software /hardware for data collection Meters installed at Feeder & Distribution Transformers.	Details of AMR, CMRI, LPR Software and Hardware to carry out meter data collection from Feeder Meters & Distribution Transformer Meters to be submitted	
5	Authentication	Bidder(s) must submit a certificate on company letterhead, stating that the bidder hasn't been blacklisted by any institution/ organization/ society/ company of the Central / State Government ministry/department, or its public sector organizations during the last five years, with company stamp and signed by authorized signatory.	Self-Certificate on company letterhead with company stamp and signed by authorized signatory as per ANNEXURE- VI and ANNEXURE-VII A & B.	
6	Office Location	Bidder(s) must have site offices at Kolkata/ Bidhannagar area.	Address of office at Kolkata along with Telephone No, Fax and Contact person's identity.	

7	statutory obligations	Must Comply with all statutory obligations	(i) Self-attested copy PF Registration Certificate. (ii) Self-attested copy of PAN Card. (iii) Self-attested copy of ST Registration Certificate. (iv) Self-attested copy of GST Registration Certificate. (v) Self-attested copy of Company registration certificate. (vi) Self-attested copy of Authorization for signing the tender documents. (vii) Self-attested copy of Profession Tax Registration Certificate (viii) Self-attested copy of IT Return for the Financial Year 2017-18, 2018-19 & 2019-20.	
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- Consortium shall not be allowed if individual parties of the consortium are not fulfilling all selection criteria.
- Government owned enterprises may only participate if they are legally and financially autonomous and not a dependent agency of WBSEDCL.

Signature of the bidder with Office Seal

Dated-----

FORM- II(A)
Checklist of Mandatory Conditions

West Bengal State Electricity Distribution Company Limited																
Tender Notice No. WBSEDCL/IT & C /33.10 (iv) /			Dt.: . .2021													
Details of information to be provided in support of Mandatory condition (copy of Supporting document to be submitted with the bid)																
Sl. No.	Item Details	Details														
1	Contact Person with Telephone No., Mobile No., E-mail ID and FAX No. of the Bidder															
2	Communication details of Office at Kolkata															
3	PF Registration No. & valid up to (a copy should be enclosed)															
4	Permanent Account No. (PAN)															
5	GST registration No.															
6	SSC Code of GST															
7	Company Registration No.															
8	Earnest Money (Amount and in the form of BG/online) submitted															
9	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Whether agreed to (YES/NO):</td> <td colspan="2"></td> </tr> <tr> <td style="width: 30%;">a) Terms of Payment:</td> <td style="width: 20%;"></td> <td style="width: 10%;">c)</td> <td style="width: 40%;">Risk purchase clause:</td> </tr> <tr> <td>b) Earnest Money clause:</td> <td></td> <td>d)</td> <td>Liquidated damage clause:</td> </tr> </table>				Whether agreed to (YES/NO):				a) Terms of Payment:		c)	Risk purchase clause:	b) Earnest Money clause:		d)	Liquidated damage clause:
Whether agreed to (YES/NO):																
a) Terms of Payment:		c)	Risk purchase clause:													
b) Earnest Money clause:		d)	Liquidated damage clause:													
10	Whether the bidder has submitted a) Current Professional Tax clearance certificate b) Copy of PAN Card															
11	Annual Turn Over for each of last three financial years	2017-18 (in `crore)	2018-19 (in `crore)	2019-20 (in `crore)												

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12	Orders received and executed by the bidder	Financial Year	Organization where worked with Contact Telephone No. and FAX No.	Order No. and Date with Value of the Order	Completion / ongoing Certificate with date (indicating order reference no.)
				Signature of the Bidder with Seal	

FORM- II(B)

SCHEDULE OF BIDS

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

(Signature and Seal of Tenderer)

Dated-----

FORM- II(C)

Certificate regarding Summary Statement of Yearly Turnover

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

Sl. No.	Financial		Remarks
	Year	Turnover rounded up to two digits after decimal (Rs. In Lakh)	
1.	2016-17		
2.	2017-18		
3.	2018-19		
4.	2019-20		
Total			

Average Turnover:

Note:

1. Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
2. Average turnover for 3 years is to be obtained by dividing the total turnover by 3.0 (**any three consecutive** years out of above-mentioned years)

(Signature with Designation & Seal)

Dated-----

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

ANNEXURE-I: BID PROPOSAL

From

Bidder's Name and Address :
Contact person :
Designation :
Telephone No. (Land Line & mobile) :
Fax :
Tender Reference :

To

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

Sub.: Invitation to Bid AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

Dear Sir,

1. We the undersigned Bidder/(s), having read and examined in details the specifications and other documents of the subject Tender, do hereby propose to execute the contract as per specification as set forth in your Bid-Documents.
2. PRICES AND VALIDITY:
 - 2.1. The ex-works prices of all items/equipment and rate of erection, commissioning etc. stated in the bid are FIRM during the entire period of contract irrespective of date of completion and not subject to any price adjustment as per in line with the Bidding Documents. All prices and other terms and conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of the bids (Part-1). We further declare that prices stated in our proposal are in accordance with your bidding.
 - 2.2. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipment's and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
 - 2.3. All duties & taxes such, if any, applicable on transaction from us to you payable extra by you against production of documentary evidence to be submitted by us.
3. BID GUARANTEE:

We have enclosed a Bid Guarantee in the form of Bank Guarantee from drawn in favour of WBSEDCL for an amount of Rs.....

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

4. DEVIATIONS:

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

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

5. WORK SCHEDULE:

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal, we fully understand that the work completion schedule stipulated in the proposal is the essence of the Contract, if awarded. The completion schedule of the various major key phases of the work will be as per time Schedule submitted by us and approved by WBSEDCL in order to maintain the completion time schedule of bid documents.

6. CONTRACT PERFORMANCE GUARANTEE:

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent to ten percent (10%) of the Contract Price as stipulated in Bid document in the form of Bank Guarantee (Please specify the form of guarantee) in your favour and enter into a formal agreement with you within 15 (Fifteen) days from the date of placement of Letter of Award.

Dated.....this.....day of.....2020

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

ANNEXURE-II: TECHNO COMMERCIAL DEVIATION SHEET

1. If the proposal has got any deviation from the Technical specification, the bidder shall tabulate those deviations clause by clause.

Sl. No	Clause No	Description	Deviation offered	Remarks:(+) ve / (-) ve

2. If the proposal has got any deviation from the commercial terms, the bidder shall tabulate those deviations here clause by clause.

Sl. No	Clause No	Description	Deviation offered	Remarks: (+) ve / (-) ve

Signature of Authorised Signatory with office seal

Name and address of the bidder:

Note: When there is no deviation, this sheet is to be submitted with the offer duly signed with an endorsement indicating “No Deviation”.

Deviations not indicated here will not be taken into consideration.

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

ANNEXURE-III

STATEMENT OF ORDERS EXECUTED.

Sl. No.	Work Description	Financial year	Order No. and date	Name order issuing authority	Order Value in Rs.	Scanned Copy of Completion of the order submitted (YES/NO)	Remarks

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

Dated-----

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

ANNEXURE-IV: PROFORMA OF BANK GUARANTEE
FOR BID GUARANTEE (Earnest Money)

(To be stamped in accordance with Stamp Act)

Ref. No.:

Date:

To

The West Bengal State Electricity Distribution Company Limited
Vidyut Bhawan
DJ Block, Sector - II
Salt Lake, Kolkata - 700 091

Dear Sirs,

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

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

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

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

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

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this _____ day of _____ 2021 at _____.

WITNESS:

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(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney No.

Date

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

ANNEXURE-V: PROFORMA OF INDEMNITY BOND

(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

BY THE PRESENT INDEMNITY BOND EXECUTED by me/us on this.....Day of.....2021.....I/We having Registered Office/residing at.....

(hereinafter called "OBLIGOR/OBLIGATOR" which expression shall mean and includes my /our Successors, legal representatives assigns) do hereby binds myself/ourselves and also our company/firm.....after having the power to bind so with the promise and undertaking in favour of West Bengal State Electricity Distribution Company Limited /West Bengal State Electricity Transmission Company Limited, Government Company within the meaning of Sec 617 of the Indian Company's act having registered office at Vidyut Bhawan Block-DJ, Sector-II, Salt Lake city,Kolkata-700091(hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative ,administrators assigns.

Whereas OBLIGOR/OBLIGATOR has/have been awarded to execute the job/works under letter no.....datedissued by the OBLIGEE/OBLIGATOR after having observing necessary formalities the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job/works will be/likely to be done in places covered under Employees' State Insurance Act(ESI) and /or the Workmen Compensation Act (W.C. Act) and /or other laws relating to the Labour Management and Welfare.

And whereas according to the condition of the contract the OBLIGOR/OBLIGATOR is under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR/OBLIGATOR is aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the OBLIGEE shall have the power to deem that actual work has been started within the meaning of the contract before the execution of this Indemnity Bond.

Now this indenture witnesses that I/we the OBLIGOR/OBLIGATOR do hereby undertake: -

1. That the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by OBLIGOR/OBLIGATOR.
2. That the OBLIGOR/OBLIGATOR will take/adopt all safety norms in respect of each and every workmen/lab our personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. That the OBLIGOR/OBLIGATOR undertakes to engage only those labour/worker or any other ,personnel whether skilled or unskilled or any other person whether in technical, managerial or non-managerial or any other capacity in the area covered under Employees 'State Insurance Act who has /have insurance coverage within the meaning of Employees' State Insurance Act and further undertakes NOT to engage any person in the area covered under the Employees' State Insurance Act, who does /do not has/have insurance coverage within the meaning of Employees' State Insurance Act.
4. That the OBLIGEE, further undertakes to engage only those labour, worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

other capacity in the area NOT covered under Employees' State Insurance Act, who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees' Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGEE.

5. That the OBLIGOR/OBLIGATOR undertakes/undertake to indemnify and keep harmless the OBLIGEE from all claims, action, proceeding and of risk, damage, danger to any person whether belonging to/or not belonging to OBLIGOR/OBLIGATOR.
6. That the OBLIGAOR/OBLIGATOR shall keep harmless the OBLIGEE from all claims. Compensation, damages, any proceedings in respect of any of its employee/workmen under Work men Compensation Act, Act or any other law for the time being in force.
7. That, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE it is found that the OBLIGOR/OBLIGATOR has not complied with/guidelines formalities within the meaning of Employees' State Insurance Act or Workmen Compensation Act or any other laws relating to the Labour welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE ,the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the Labour Welfare Legislation have been observed and such period of stoppage shall not be taken into account for calculation of the period of completion of work for which the OBLIGOR/OBLIGATOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGATOR.
8. That, if at any time, due to exigency, the OBLIGEE i.e. the West Bengal State Electricity Distribution Company Limited (WBSEDCL)), as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGATOR or for any other reason, the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGATOR or any bank guarantee deposited or anything payable by the OBLIGEE to the OBLIGATOR or TO HIS AUTHORITY whether in connection with this contract or by other contract .
9. That the OBLIGOR/OBLIGATOR is/are aware that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/OBLIGATOR.

Deponent

Witness

1.....

2.....

ANNEXURE-VI: PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

Reference: Tender Notice No. WBSEDCL/IT & C /

Dtd. . . 2021.

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s _____ which is submitting the bid for the work nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner have been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s _____ submitting the bid for the work nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")

In the case of a Company:

We hereby declare that we have not been placed on any black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular WBSEDCL, WBSETCL or Administrative Ministry, shall have the right to reject the Bid and if the bid has resulted in a contract, the contract is liable to be terminated.

Signature of Authorised Signatory with office seal

**ANNEXURE-VII: PROFORMA OF DECLARATION REGARDING
ABANDONMENT OR RESCISSION OF WORK**

Reference: Tender Notice No. WBSEDCL/IT & C /

Dtd. . .2021.

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s _____ which is submitting the bid for the work nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years, except as indicated below:

(Here give particulars of abandonment or rescission of work and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s _____ submitting the bid for the work nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years except as indicated below:

(Here give particulars of abandonment or rescission of work and in absence thereof state "NIL")

In the case of a Company:

We hereby declare that we neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years, except as indicated below:

(Here give particulars of abandonment or rescission of work, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false, The WBSEDCL shall have the right to reject the Bid and if the bid has resulted in a contract, the contract is liable to be terminated.

Signature of the Tenderer with seal

Dated _____

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ANNEXURE-VIII (A)

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

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

I, _____, Partner/Legal Attorney/Accredited

Representative of M/S _____ solemnly declare that:

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

Signature of the Tenderer with seal

Dated _____

ANNEXURE-VIII (B)

FORMAT OF LETTER OF BID

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

To,
The Tender Committee,

Sub: Letter of Bid for the work

Ref: 1. NIeT No ----- dated -----

2. Tender Id No. -----

Dear Sir,

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

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

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

(Signature of the Tenderer with Seal)

Dated-----

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

ANNEXURE-IX: PRE-BID QUERY FORMAT

West Bengal State Electricity Distribution Company Limited
Tender Notice No. WBSEDCL/IT & C / Dated: . .2021

Pre-BID Query Format

Name of the Bidder:

Sl. No.	Clause No of the Tender Document	Page No of the Tender Document	Text Details	Query Details	Justification of the Query	Remarks
1						
2						
3						
:						
:						
N						

ANNEXURE-X: PROFORMA OF "CONTRACT AGREEMENT"

(To be executed on non-Judicial stamp paper of Rs. 100/-)

This Agreement made this.....day of.....two thousand..... between West Bengal State Electricity Distribution Company Limited, having its head office at Vidyut Bhawan, Bidhannagar, Kolkata – 700 091 (hereinafter referred to as 'Owner' or 'WBSEDCL', which expression shall include its administrators, successors and assigns on one part) and **M/S** ----- (hereinafter referred to as the 'Contractor', which expression shall include its administrators, successors, executors and permitted assigns) on the other part.

WHEREAS WBSEDCL is desirous of data collection from Feeder Meters and DT Meters in different locations of WBSEDCL as per its LOA No. -----

AND WHEREAS **M/S** ----- had awarded the Contract on terms and conditions, documents referred to therein, which have been acknowledged by **M/S** ----- resulting into a "Contract".

1) NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

1.0 Article

1.1 Award of Contract

WBSEDCL awarded the Contract to Contractor for the AMC work of the AMR devices installed at different remote locations of WBSEDCL under WBSEDCL on the terms and conditions contained in its Letter of Award No. -----, and the documents referred to therein. The award has taken effect retrospectively from the date of issue of the Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the 'Contract Documents' referred to in the succeeding Article.

2.0 Documentation

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").

i. **Tender No.**-----

ii. **LOA No.** -----

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conform to the Bidding Documents and what has been specifically agreed to by the Owner in its Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its 'Proposal' but not agreed to specially by the Owner in its Letter of Award shall be deemed to have been withdrawn by the Contractor. For the sake of brevity, this agreement along with its aforesaid Contract Documents shall be referred to as the 'Contract Agreement'.

3.0 Conditions & Covenants

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

3.1 The scope of Contract, Consideration, Terms of Payment, Taxes wherever applicable, Insurance, Liquidated Damage, Performance Guarantees and all other terms and conditions are contained in WBSEDCL's Letter of Award No. ----- read in conjunction with other aforesaid Contract Documents. The Contract shall be duly performed by the Contract Documents, but which are needed for successful, efficient, safe and reliable operation of the system unless otherwise specifically excluded in the specifications under 'exclusions' or 'Letter of Award'.

3.2 The scope of work shall also include supply and other activities of all such items which are not specifically mentioned in the Contract Documents, but which are needed for successful, efficient, safe and reliable operation of the entire supplied and commissioned system unless otherwise specifically excluded in the specifications under 'exclusions', or 'Letter of Award'.

3.3. Time Schedule

Time is the essence of the Contract and schedules shall be strictly adhered to. "M/S -----" shall perform the work in accordance with the agreed schedules.

3.4. Quality Plans

3.4.1 The Contractor agrees to provide the Owner with the necessary facilities for carrying out inspection, quality audit and quality surveillance of Contractors and its Sub-contractor's Quality Assurance Systems.

3.4.2 It is expressly agreed to by the Contractor that the quality tests and inspection by the Owner shall not in any way relieve the Contractor of its responsibilities for quality standards, performance guarantee and their other obligations under the Agreement.

3.5 The Contractor guarantees that the equipment used under the contract shall meet the ratings and performance parameters as stipulated in the technical specifications and in the event of any deficiencies found in the requisite performance figures, the Owner may at its option reject the equipment package or alternatively accept it on the terms and conditions and subject to levy of the liquidated damages in terms of contract documents. The amount of liquidated damages so leviable shall be in accordance with the contract documents.

3.6 It is further agreed by the Contractor that the contract performance guarantee shall in no way be construed to limit or restrict the owner's right to recover the damages/compensation due to short-fall in the equipment performance figures as stated in Para 3.5 above or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and or otherwise.

3.7 The contract performance guarantee furnished by the Contractor is irrevocable and unconditional and the Owner shall have the powers to invoke it notwithstanding any dispute or difference between the owner and the contractor pending before any court tribunal, arbitrator or any other authority.

- 3.8** This Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede and prior correspondence terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

4.0 SETTLEMENT OF DISPUTES

- 4.1** During execution of this contract, if any dispute arises thereby, shall be settled amicably between WBSEDCL and yourself to the extent possible.
- 4.2** The necessary legal affairs and / or court case shall be exclusively within the jurisdiction of Kolkata High Court only at Kolkata only.
- 4.3** Notice of Default: Notice of default given by either party to the other party under Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by fax or by registered mail with acknowledgements due addressed to the signatories at the addresses mentioned at Kolkata.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Kolkata.

----- (Signature of Ordering Authority with Printed Name, Designation, Office Seal)
----- (Signature of Contractor with Printed Name, Designation, Company's Seal)

ANNEXURE-XI: FORMAT OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. _____

Ref No. _____

Date: _____

To

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

Dear Sir,

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

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

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

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

whatsoever which under the law would but for this provision have the effect of relieving the Bank. The Bank also agrees that WBSEDCL at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that WBSEDCL may have in relation to the contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ and shall remain in force up to and including _____ and shall be extended from time to time for such period, as may be desired by M/s. _____ to whose behalf this guarantee has been given.

All rights of WBSEDCL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless the WBSEDCL enforce a claim under this guarantee against the Bank within three months from the above-mentioned date or from the extended date.

Dated this _____ day of _____ 20 ____ at _____

Witness:

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____

Date _____

ANNEXURE- XII Region Wise Modem Count

(A) GPRS Modem for Boundary Meters			
ZONE NAME	REGION NAME	DIVISION NAME	Total
BERHAMPORE	MALDA	SOUTH MALDA	3
	MALDA Total		3
	MURSHIDABAD	BERHAMPORE	7
		JIAGANJ	2
		KANDI	3
		RAGHUNATHGANJ	2
	MURSHIDABAD Total		14
	NADIA	KALYANI	7
		KRISHNAGAR	4
		RANAGHAT	8
NADIA Total		19	
BERHAMPORE Total			36
BURDWAN	BIRBHUM	RAMPURHAT	4
		SURI	1
	BIRBHUM Total		5
	BURDWAN	ASANSOL	2
		BURDWAN RURAL	1
		BURDWAN URBAN	3
		DURGAPUR	1
		KALNA	2
		KATWA	2
		MEMARI	2
	BURDWAN Total		13
	HOOGHLY	ARAMBAGH	5
		CHANDANNAGAR	4
		SRIRAMPORE	4
HOOGHLY Total		13	
BURDWAN Total			31
KOLKATA	24 PARGANAS (NORTH)	BARASAT	4
		BARRACKPUR	1
		BASHIRHAT	7
		BONGAON	3
		HABRA	17
		NAIHATI	4
	24 PARGANAS (NORTH) Total		36
	24-PARGANAS (SOUTH)	BARUIPUR	4
		DIAMOND HARBOUR	4
24-PARGANAS (SOUTH) Total		8	
KOLKATA Total			44
MIDNAPUR	BANKURA	BANKURA	2
		BISHNUPUR	3

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

(A) GPRS Modem for Boundary Meters			
ZONE NAME	REGION NAME	DIVISION NAME	Total
	BANKURA Total		5
	PASCHIM MIDNAPUR	GHATAL	3
		JHARGRAM	3
		KHARAGPUR	2
		MIDNAPUR	1
	PASCHIM MIDNAPUR Total		9
	PURBA MEDINIPUR	CONTAI	2
		HALDIA	2
		TAMLUK	3
	PURBA MEDINIPUR Total		7
	PURULIA	PURULIA	2
PURULIA Total		2	
MIDNAPUR Total			23
SILIGURI	ALIPURDUAR	ALIPURDUAR	10
	ALIPURDUAR Total		10
	COOCHBEHAR	COOCHBEHAR	14
		DINHATA	6
	COOCHBEHAR Total		20
	DAKSHIN DINAJPUR	BALURGHAT	2
		BUNIADPUR	4
	DAKSHIN DINAJPUR Total		6
	DARJEELING	KALIMPONG	7
		SILIGURI	3
	DARJEELING Total		10
	JALPAIGURI	JALPAIGURI	9
	JALPAIGURI Total		9
	RAIGANJ	ISLAMPUR	3
		RAIGANJ	9
RAIGANJ Total		12	
SILIGURI Total			67
GRAND TOTAL			201

 AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

(B) GPRS modems for HT Bulk Consumer Meters

ZONE NAME	REGION NAME	DIVISION NAME	Total
BERHAMPORE	MALDA	SOUTH MALDA	9
	MALDA Total		9
	MURSHIDABAD	BERHAMPORE	13
		JIAGANJ	6
		KANDI	2
		RAGHUNATHGANJ	5
	MURSHIDABAD Total		26
	NADIA	KALYANI	65
		KRISHNAGAR	21
		RANAGHAT	14
		TEHATTA	1
NADIA Total		101	
BERHAMPORE Total			136
BURDWAN	BIRBHUM	BOLPUR	14
		RAMPURHAT	5
		SURI	8
	BIRBHUM Total		27
	BURDWAN	ASANSOL	20
		BURDWAN RURAL	4
		BURDWAN URBAN	35
		DURGAPUR	7
		KALNA	3
		KATWA	3
		MEMARI	9
		BURDWAN Total	
	HOOGHLY	ARAMBAGH	7
		CHANDANNAGAR	23
		SRIRAMPORE	4
	HOOGHLY Total		34
BURDWAN Total			142
KOLKATA	24 PARGANAS (NORTH)	BARASAT	64
		BARRACKPUR	15
		BASHIRHAT	6
		BONGAON	1
		HABRA	4
		NAIHATI	11
	24 PARGANAS (NORTH) Total		101
	24-PARGANAS (SOUTH)	BARUIPUR	1
		DIAMOND HARBOUR	12
	24-PARGANAS (SOUTH) Total		13
	BIDHANNAGAR	BHANGAR	1
		BIDHANNAGAR-I	238
	BIDHANNAGAR Total		239

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KOLKATA Total			353
MIDNAPUR	BANKURA	BANKURA	10
		BISHNUPUR	4
	BANKURA Total		14
	PASCHIM MIDNAPUR	GHATAL	1
		JHARGRAM	14
		KHARAGPUR	17
		MIDNAPUR	24
	PASCHIM MIDNAPUR Total		56
	PURBA MEDINIPUR	CONTAI	12
		HALDIA	70
		TAMLUK	4
	PURBA MEDINIPUR Total		86
	PURULIA	PURULIA	14
	PURULIA Total		14
MIDNAPUR Total			170
SILIGURI	ALIPURDUAR	ALIPURDUAR	3
	ALIPURDUAR Total		3
	COOCHBEHAR	COOCHBEHAR	7
		DINHATA	3
	COOCHBEHAR Total		10
	DAKSHIN DINAJPUR	BALURGHAT	4
		BUNIADPUR	2
	DAKSHIN DINAJPUR Total		6
	DARJEELING	DARJEELING	8
		KALIMPONG	1
		KURSEONG	5
		SILIGURI	73
	DARJEELING Total		87
	JALPAIGURI	JALPAIGURI	8
		MAL	3
	JALPAIGURI Total		11
RAIGANJ	ISLAMPUR	4	
	RAIGANJ	6	
RAIGANJ Total		10	
SILIGURI Total			127
GRAND TOTAL			928

**** Total modem for HT bulk consumer meters is 1024, (1024-928) = 96 kept as spare.**

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

(C) DCU for Feeder Meters			
ZONE NAME	CIRCLE NAME	DIVISION NAME	SUBSTATION NAME
BERHAMPORE	MALDA	SOUTH MALDA	KPS
			MALDA GSS
		SOUTH MALDA Total	RABINDRA BHAVAN
			3
	MALDA Total		3
	MURSHIDABAD	BERHAMPORE	BERHAMPORE
		BERHAMPORE Total	1
		JIAGANJ	JIAGANJ
			LALBAGH
		JIAGANJ Total	2
		KANDI	KANDI
		KANDI Total	1
		RAGHUNATHGANJ	AURANGABAD(DAFAHAT)
			DHULIAN
			RAGHUNATHGANJ
		RAGHUNATHGANJ Total	3
	MURSHIDABAD Total		7
	NADIA	KALYANI	CHAKDAH
			KALYANI GSS
			UNIVERSITY GATE
			WBIIDC PHASE-3
		KALYANI Total	4
		KRISHNAGAR	KRISHNAGAR
			NABADWIP TOWN
		KRISHNAGAR Total	2
		RANAGHAT	ANULIA
			RANAGHAT GSS
			SANTIPUR
		RANAGHAT Total	3
		NADIA Total	
	BERHAMPORE Total		19
BURDWAN	BIRBHUM	BOLPUR	BOLPUR
			MOOLDANGA
		BOLPUR Total	2
		RAMPURHAT	KHORBUNA
			RAMPURHAT
			SAINTHIA GSS
		RAMPURHAT Total	3
		SURI	DUBRAJPUR
			SURI
	SURI Total	2	
	BIRBHUM Total		7
	BURDWAN	ASANSOL	ISMAIL
			KANYANPUR-II(BAKIDANGA)
			KAYNAPUR
			KUILAPUR
			ASANSOL Total

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

		BURDWAN RURAL	GUSHKARA
		BURDWAN RURAL Total	1
		BURDWAN URBAN	BECHARHAT
			KATWA ROAD
			NABABHAT
			POWER HOUSE
			SADARGHAT
		BURDWAN URBAN Total	5
		DURGAPUR	BHIRINGHEE
		DURGAPUR Total	1
		KALNA	KALNA
		KALNA Total	1
		KATWA	KATWA
			KATWA GSS
		KATWA Total	2
		MEMARI	BHAGILA
			MEMARI
		MEMARI Total	2
		BURDWAN Total	16
	HOOGHLY	ARAMBAGH	CHANDUR
		ARAMBAGH Total	1
		CHANDANNAGAR	CHANDANNAGAR
			KODALIA
			SAHAGUNJ
			TALDANGA
		CHANDANNAGAR Total	4
		HOOGHLY Total	5
		BURDWAN Total	28
KOLKATA	24 PARGANAS (NORTH)	BARASAT	ABDALPUR
			ANANTAPUR
			NEW- BARASAT
		BARASAT Total	3
		BARRACKPUR	BARRACKPORE
			MOHANPUR(CMDA)
			OLD- CALCUTTA
		BARRACKPUR Total	3
		BASHIRHAT	ARBELIA
			BASIRHAT
			BASIRHAT GSS
			HASNABAD
		BASHIRHAT Total	4
		BONGAON	BONGOAN
		BONGAON Total	1
		HABRA	BANIPUR
			GOBARDANGA
			HABRA
			KALYANI SPINING MILL
		HABRA Total	4
		NAIHATI	GOURIPUR
			GOWALAFATAK

A devices installed at different remote locations under RAPDRP Project of WBSEDCL

			HALISHAHAR
			KANCHRAPARA
			NAIHATI JUTE MILL
		NAIHATI Total	5
	24 PARGANAS (NORTH) Total		20
	24-PARGANAS (SOUTH)	BARUIPUR	BARUIPUR
			MADARHAT
		BARUIPUR Total	2
		DIAMOND HARBOUR	DIAMOND HARBOUR
		DIAMOND HARBOUR Total	1
	24-PARGANAS (SOUTH) Total		3
	BIDHANNAGAR	BIDHANNAGAR-I	MAHISHBATHAN
			M-I
			M-II
			M-III
			M-V
		BIDHANNAGAR-I Total	5
	BIDHANNAGAR Total		5
	KOLKATA Total		28
MIDNAPUR	BANKURA	BANKURA	BANKURA GSS
			KENDUADIHI
		BANKURA Total	2
		BISHNUPUR	BISHNUPUR GSS
		BISHNUPUR Total	1
	BANKURA Total		3
	PASCHIM MIDNAPUR	GHATAL	NIRMAL BAZAR
		GHATAL Total	1
		JHARGRAM	JHARGRAM
		JHARGRAM Total	1
		KHARAGPUR	HIJLI GSS
			JHARIA
			NIMPURA
		KHARAGPUR Total	3
		MIDNAPUR	JOYSREE
			RANGAMATI
		MIDNAPUR Total	2
	PASCHIM MIDNAPUR Total		7
	PURBA MEDINIPUR	CONTAI	CONTAI GSS
		CONTAI Total	1
		HALDIA	BASUDEBPUR
			DIGHASIPUR
			KHUDIRAMNAGAR
			MEDICAL COLLEGE
		HALDIA Total	4
		TAMLUK	TAMLUK
		TAMLUK Total	1
	PURBA MEDINIPUR Total		6
	PURULIA	PURULIA	PURULIA GRID
			PURULIA(BANGABARI) GSS
		PURULIA Total	2

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

	PURULIA Total		2			
	MIDNAPUR Total		18			
SILIGURI	ALIPURDUAR	ALIPURDUAR	ALIPURDUAR GSS			
			HASHIMARA GSS			
		ALIPURDUAR Total	2			
	ALIPURDUAR Total		2			
	COOCHBEHAR	COOCHBEHAR	CHAKCHAKA	COOCHBEHAR [KHAGRABARI]		
			COOCHBEHAR Total	2		
			DINHATA	DINHATA		
			DINHATA Total	1		
		COOCHBEHAR Total		3		
	DAKSHIN DINAJPUR	BALURGHAT	BALURGHAT(MAHINAGAR) GSS	BARO RAGHUNATHPUR		
			BALURGHAT Total	2		
			BUNIADPUR	GANGARAMPUR GSS		
			BUNIADPUR Total	1		
		DAKSHIN DINAJPUR Total		3		
	DARJEELING	DARJEELING	HAPPY VALLEY	LEBONG PH		
				NEW GHOOM		
				OLD GHOOM		
				SINGAMARI		
			DARJEELING Total	5		
			KALIMPONG	KALIMPONG(HILL VIEW) GSS		
		KALIMPONG Total	1			
		KURSEONG	PANKHABARI			
		KURSEONG Total	1			
		SILIGURI	DABGRAM	DESHBANDHUPARA		
				HOUSING BOARD		
			JHANKAR	RABINDRANAGAR		
			SALBARI	SILIGURI		
			UJANU			
			SILIGURI Total	8		
			DARJEELING Total		15	
			JALPAIGURI	JALPAIGURI	DHUPGURI	MOHITNAGAR
		PAHARPUR			PANDAPARA	
		JALPAIGURI Total			4	
		JALPAIGURI Total			4	
	RAIGANJ	ISLAMPUR	ISLAMPUR			
		ISLAMPUR Total	1			
		RAIGANJ	KALIAGANJ	RAIGANJ GSS		

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

		RAIGANJ OLD
		RAIGANJ Total
	RAIGANJ Total	3
	SILIGURI Total	4
	GRAND TOTAL	31
		124

***2 kept as spare**

ANNEXURE- XIII

Manufacture's Authorization Form (MAF)

Date: _____

Tender Reference No.& Tender ID. _____

Dear Sir,

We _____ (OEM) who are established and reputed manufacturers of _____ (Equipment) having Factories at _____ and _____ confirms that, M/s. _____ (Name and address of Bidder herein after called as partner) wishes to participate the Bid or Project stated above and enter into agreement for the purchase and resale of _____ (OEM) Products and, Service. The Partner is entitled and authorized to the following.

- (a) Resale, and/or distribute _____ (OEM) products and/or services in India to end users within that Territory.
- (b) Bid, negotiate and conclude a contract with _____ for the above products/services manufactured or supplied by _____ (OEM) . _____ (OEM) will, within the scope of its agreement with its authorized channels, provide product warranty services and technical support for _____ (OEM) products obtained through its authorized channels for a defect liability period mentioned in the Tender document referred above, from the date of installation at _____ (Work-site name). _____ (OEM) certify that, the equipment being sold would not be declared End of Sale (EoS) within defect liability period and that _____ (OEM) shall supply suitable substitute in case EoS of equipment. Also _____ (OEM) certifies that the products being sold would be covered under Warranty/Technical Support and technical support will be available for defect liability period from the date of installation at _____ (Work-site name).

If you need any additional information, please contact Mr./Ms. _____ at _____ (Mobile No.) of _____ (E-mail ID).

Yours faithfully,

Name of the person:
For and on behalf of M/s.

Designation:

Contract Details:

Date:

Place:

(Name of Original Equipment Manufacture- OEM) (Seal of OEM)

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

ANNEXURE-XIV: SLA

Only successful billing data available through AMR (AMR data) will be considered for billing purpose. The report will be compiled from the MDAS system generated Last Data Availability (henceforth, will be denoted by LDA) report.

For HT Bulk consumer, DTR and Boundary meter, standard LDA report* will be considered.

For Feeder meter, LDA report based on Load Survey* will be considered.

*both LDA reports will be MDAS system generated.

FOR HT BULK and Feeder meter AMR data

Sl. No.	SLA Parameters	SLA Deductions
1.1	Up to 95% availability of AMR data	No Deductions
1.2	Then after every reduction in AMR data by 1%. This will continue up to 80% of data availability	Deduction of 2% of the monthly billed amount will be done. (e.g.: for 80% AMR data availability 30% deduction of monthly bill amount will be done)
1.3	Less than 80% availability of in AMR data	No amount will be paid.

FOR BOUNDARY meter AMR data

Sl. No.	SLA Parameters	SLA Deductions
2.1	Up to 90% availability of AMR data	No Deductions
2.2	Then after every reduction in AMR data by 1%. This will continue up to 75% of data availability	Deduction of 2% of the monthly billed amount will be done. (e.g.: for 75% AMR data availability 30% deduction of monthly bill amount will be done)
2.3	Less than 75% availability of in AMR data	No amount will be paid.

The SLAs may not be applicable if WBSEDCL is satisfied that the non-resolution of the problem is not due to the vendor (for e.g. Defect in metering circuit, Defects in Meters/Meter ports, Power failures etc.) and the reason is well supported.

(Signature of the Tenderer with Seal)

Dated-----

AMC of the AMR devices installed at different remote locations under RAPDRP Project of WBSEDCL

ANNEXURE-XV

FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To,

.....(Designation of Engineer-in-Charge)

.....(Office address of Engineer-in-Charge)

.....

WHEREAS.....(Name and address of Contractor)
(hereafter called "the Contractor") has undertaken, in pursuance of Contract No.

.....

.....

Dated.....to execute.....(name
of Contract and brief description of Works)(hereinafter called "the Contract").

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

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

NOW THEREFORE we.....(indicate the name of the
bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of
the Contractor, up to a total of Rs.....(amount of
guarantee).....(in words). We undertake to pay you, upon your first
written demand and without cavil of argument, a sum within the limits of
Rs..... {amount of guarantee} as aforesaid without your needing to
prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

The payment so made by us under this bond shall be a valid discharge of our liability for
payment there under and the contractor(s) shall have no claim against us for making such
payment.

We.....(indicate the name of the
bank and branch) further agree that no change or addition to or other modification of the terms
of the Contract or of the works to be performed there under or of any of the Contract
documents which may be made between you and the Contractor shall in any way release us

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from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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

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

Signed and sealed this day.....of.....2021
at

By:

SIGNED, SEALED AND DELIVERED
For and on behalf of the BANK

(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES: (1) The bank guarantee should contain the name designation and code number of the officer(s) signing the guarantee.

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