

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

(I T & Communication Cell)

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CIN: U40109WB2007SGC113473



WBSEDCL
e-TENDER NOTICE
(LOCAL COMPETITIVE BIDDING)

BID DOCUMENT

Comprehensive Annual Maintenance Contract (CAMC) of the IT equipment procured under RAPDRP, NoN-RAPDRP, ERP project etc. and installed at Vidyut Bhavan /Data Centre /Disaster Recovery Centre of WBSEDCL for the period of 3 years.

Cost of Bid Document: Rs. 7080/-
(Including applicable GST of 18%)

Tender Notice No: WBSEDCL/IT&C/33.10(i)/3699

Dated: 31.05.2021


C.E. IT&C Cell
WBSEDCL

Tender Notice No: WBSEDCL/IT&C/33.10(i)/3699

Dated: 31.05.2021

CONTENTS

SL. No.	Description	Page
1.	INSTRUCTION TO BIDDER (IB) -- SECTION I	3--12
2.	SCOPE OF WORK -- SECTION II	13
3.	GENERAL CONDITIONS OF CONTRACT (GCC) --SECTION III	14--17
4.	FORMS OF BID -- ANNEXURE I, II, IIA, IIB, IIC, III, IVA, IVB, IVC, VI.	
5.	SLA- IV	
6.	HARDWARE DETAILS -- ANNEXURE V	
7.	PRICE BID – VII	
8.	MANUFACTURER AUTHERISATION FORM -- ANNEXURE VIII,	
9.	BANK DETAILS -IX	

SECTION: I

INSTRUCTION TO BIDDER (IB)

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.

West Bengal State Electricity Distribution Company Limited, invites e-tenders for Comprehensive Annual Maintenance Contract (CAMC) of the IT equipment procured under RAPDRP, NoN-RAPDRP , ERP project etc. and installed at Vidyut Bhavan /Data Centre /Disaster Recovery Centre under IT&C Cell, WBSEDCL for the period of 3 years as per detail “Scope of Work” and other terms and conditions furnished in the different clauses of the bid document.

WBSEDCL, hereinafter, referred to as the Purchaser, is in process of CMAC of the IT equipment procured under RAPDRP, NoN-RAPDRP , ERP project etc. and installed at Vidyut Bhavan /Data Centre /Disaster Recovery Centre under IT&C Cell, WBSEDCL for the period of 3 years . WBSEDCL will finance the entire work as stipulated under scope of work in the Bid documents.

IB.1. Eligibility of Bidders:

IB.1.1. This Invitation for Bids, issued by the WBSEDCL is open to all firms including company (ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Department as well as foreign and those bidders with whom business is banned by the WBSEDCL.

IB.1.2. Bidders must fulfill the Mandatory Conditions mentioned in the Annexure –II shall be considered as eligible for bidding.

IB.1.3. Bidders may visit DC and DRC to see the infrastructure before bidding.

IB.1.4. Required supporting documents are to be submitted as per clause IB.15.

IB.1.5. The bidder should not have been **blacklisted** from any Govt. organization across India in last three years and **undertaking in this regard** should be provided by the authorized signatory of the bidder. During contract period if the undertaking submitted by the bidder is found to be false, the order issued on selected bidder shall be terminated with the forfeiture of the BG.

IB.1.6. Intending bidder may purchase the Bid document upon payment of cost of bid document of: non-refundable Rs. 6,000/-(Rupees Six thousand only) and applicable GST @18% (i.e. Rs 7,080/- including GST) by Demand Draft / Banker’s Cheque in favour of “West Bengal State Electricity Distribution Company Limited”, payable at Kolkata. Purchase date of Demand Draft (DD) / Banker’s Cheque (BC) should be after NIT publication date.

IB.2. Issue of BID Documents:

IB.2.1. Intending Bidders desirous of participating in the tender are to log on to the website **<http://wbtennders.gov.in>** . The tender can be searched by typing “wbstedcl” in the search box of the website.

IB.2.2. Bidders willing to take part in the process of e-tendering are required to obtain Digital

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

IB.2.3. 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.3. Responsibility of Bidders:

IB.3.1. 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.3.2. 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.3.3. The bid shall include all the information as per bid document.

IB.3.4. 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.3.5. 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.4. Formation of cartel & penal Measures:

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

IB.5. Key Dates: Schedule of Dates for e-Tendering:

Sl No.	Action	Date & Time
1.	Publishing Date	14.06.2021, 2.00 PM
2.	Document Download start date	14.06.2021, 2.00 PM
3.	Last date of Receiving Pre-Bid Clarification	17.06.2021, 2.00 PM
4.	Date of Pre-bid Clarification upload	21.06.2021, 5.00 PM
5	Bid submission Start date	22.06.2021, 2.00 PM
6.	Bid submission last date	06.07.2021, 2.00 PM
7.	Last date of physical submission of Tender Fee & EMD	06.07.2021, 2.00 PM
8.	Technical Bid opening date	13.07.2021, 12.30 PM
9.	Financial Bid opening date	Will be informed to eligible bidders

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

IB.6. Pre Bid Discussion:

Due to outbreak of covid-19, no pre-bid meeting will be held. Queries must be sent to the Chief Engineer, IT & Communication Cell through email. Mail id for sending queries : ceit@wbsecl.in with a CC to joydeep.sarkar@wbsecl.in and amlan.sarkar@wbsecl.in However, sending queries are not mandatory and will not be cause for disqualification of the bidders.

IB.7. Clarification of Bidding Documents:

If there be any discrepancy or obscurity in the meaning of any clause of the bid document, such queries must be sent to the Chief Engineer, IT&C Cell, through email.(ceit@wbsecl.in with a CC to joydeep.sarkar@wbsecl.in and amlan.sarkar@wbsecl.in). Such query received from vendors shall only be discussed by tender committee. No other query except email will be clarified. After submission of bid, correspondences regarding changes in taxes, duties or statutory obligations if any can only be made. Correspondences in any other form shall be treated as 'Bad Conduct'. If any changes are decided by the tender committee based on the query received from the vendors, the same will be uploaded in the website <https://wbtenders.gov.in> and no other communication shall be made afterwards. The clarification given shall be final and binding on the bidder.

IB.8. 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 <https://wbtenders.gov.in> only in due time. WBSEDCL shall not have any obligation to inform the vendors through any other mode of communication.

IB.9. 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 English Language only.

IB.10. Period of validity of Bid: The bid shall remain valid up to 6 (six) months from the date of opening of Technical Bid of the tender. WBSEDCL may request to extend Validity of the bid beyond Six Months if required so, without any change in offer.

IB.11. Tender Fee:

IB.11.1. All bids must be accompanied with a non refundable tender fee. The bid shall be considered non responsive if the tender fee is not submitted along with the bid.

IB.11.2. The bidder shall furnish Tender Fee of Rs. 7080/- (Rupees Seven Thousand and Eighty) only including applicable GST in the form of Demand Draft (DD) / Banker's Cheque (BC) issued by any branch of any Indian Scheduled Bank in favor of "West Bengal State Electricity Distribution Company Limited" payable at Kolkata. The tender fee is Rs 7080/- (Rupees Seven Thousand and Eighty) only for participation in the tender.

IB.11.3. Scanned copy of Demand Draft (DD) / Banker's Cheque (BC) towards Tender Fee is to be uploaded while submitting the bid online. The details of the instrument are to be entered while the bid is being submitted online.

IB.12. Earnest money [Bid Guarantee]:

IB.12.1. All bids must be accompanied with a refundable earnest money, as “Bid Guarantee”. The bid shall be considered non responsive if the earnest money is not submitted along with the bid.

IB.12.2. The bidder shall furnish Bid Guarantee in the form of Demand Draft (DD) / Bank Guarantee (BG) of the amount Rs **71750** /-, issued by any branch of any Indian Scheduled Bank in favor of “West Bengal State Electricity Distribution Company Limited” payable at Kolkata or as per format given in Annexure-III which shall remain valid for 6 months from the date of submission of bid with a claim period of 3 (Three) months thereafter.

IB.12.3. Scanned copy of Demand Draft (DD) / Bank Guarantee (BG) is to be uploaded while submitting the bid online. The details of the instrument are to be entered while the bid is being submitted online.

IB.12.4. The Bid Guarantee of the unsuccessful Bidder/ Bidders, will be returned against their written claim within one month from the date of placement of order on the successful Bidder/ Bidders.

IB.12.5. The ‘Bid Guarantee’, of the successful Bidder/ Bidders, will be returned within 30 (Thirty) days from the date of acceptance of Performance Guarantee to be submitted as per Performance Guarantee Clause of bid document.

IB.12.6. No interest shall be payable by WBSEDCL on the above Bid Guarantee.

IB.12.7. The Bid Guarantee shall be forfeited for any of the following reasons:

IB.12.8. If during the period of bid validity, the bidder withdraws or modifies the bid in part or as a whole.

IB.12.9. If the successful Bidder/ Bidders fails/fail to accept the order unconditionally as per “Acceptance of LoA” clause of bid document or fails/fail to furnish the contract performance guarantee as stipulated in PBG clause of bid document.

IB.12.10. If the successful bidder / bidders fails to extend the validity period of EMD as per “Earnest Money” Clause of bid document.

IB.12.11. If any cartel is formed by the bidder in their quotation.

IB.13. 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.13.1. 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.13.2. 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.13.3. The bidder can search and download NIeT & Tender Documents electronically from the

website mentioned in Clause 4 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

IB.14. Signing of Bids:

IB.14.1. The bid shall be downloaded from the website www.wbtenders.gov.in and shall be signed by a person / persons duly authorized by the bidder.

IB.14.2. 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.14.3. All the pages of the bid and where, entries/ amendments have been made, shall be signed by the person/persons signing the bid.

IB.14.4. The complete bid shall be without alterations, interlineations or erasers, except those to accord with instructions issued by WBSEDCL or as necessary to correct errors made by the bidders, in which case such corrections shall be initialed by the person/persons signing the bid. Bids not duly signed/ digitally signed shall be treated as cancelled.

IB.15. Submission of Bid: Bids shall be submitted as under:

IB.15.1. General process of submission: Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. 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. 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 specified locations of Technical Bid.

IB.15.2. The bidder needs to download the Forms / Annexure / BOQ, fill up the particulars in the specified Cell and upload the same in the specified location of Technical folder / financial folder. 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.15.3. 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.

IB.15.3.1. Technical Proposal: The Technical Proposal shall contain all requisite documents in the following standardized formats in one cover (folder) which contains the followings: -

- i. **Tender Fee:** Scanned copy of Demand Draft (DD) / Banker's Cheque (BC) towards tender fee as prescribed in the NIT, **in favour of WBSEDCL payable at Kolkata** from any scheduled Bank of India. Payment in any other form will not be accepted. Purchase date of Demand Draft (DD) / Banker's Cheque (BC) should be after NIT publication date.
- ii. **Earnest Money Deposit (EMD):** Scanned copy of Demand Draft (DD) / Bank Guarantee (BG) towards EMD as prescribed in the NIT, **in favour of WBSEDCL payable at Kolkata** from any scheduled Bank of India. Payment in any other form will not be accepted. Purchase date of Demand Draft (DD)/ BG should be after NIT publication date.

- iii. Annexure-I: Format of Bid Proposal
- iv. Annexure-II: Mandatory Condition
- v. Annexure-IIA: Schedule of Bids
- vi. Annexure-IIB: Summary statement of average annual turnover
- vii. Annexure-IIC: Summary statement of Order Executed.
- viii. Annexure-IV: SLA
- ix. Annexure-IVA: Undertaking.
- x. Annexure-IVB: Letter of Bid.
- xi. Annexure-IVC: Deviation Schedule.
- xii. Annexure V: Hardware List
- xiii. Annexure VIII: MAF (Manufacturer Authorization Form)
- xiv. Notice Inviting Tender (NIT).
- xv. Addenda/ Corrigendum: If published.
- xvi. Company Details: Registration no of the company.
- xvii. PAN Card details.
- xviii. Banker's certificate regarding financial capability issued for any three consecutive financial years within 2016-2017, 2017-2018, 2018-2019 & 2019-2020.
- xix. Financial Information: Copy of audited annual accounts any three consecutive financial years within 2016-2017, 2017-2018, 2018-2019 & 2019-2020 are to be submitted by the companies and others and turnover certificate duly certified by chartered accountant along with IT returns for the corresponding period.
- xx. GST Registration certificate to be given for performance of service i.e West Bengal.
- xxi. The bidder(s) should have the experience of performing similar work order (of at least 1 Crore INR) in one single order to any Govt./reputed corporate institution for similar type of job within the financial years among 2016-2017, 2017-2018, 2018-2019 and. 2019-2020. The bidder shall submit the list of orders in his executed mentioning the order value in last four years.

Note: Bidders are to keep track of all the Addendum/Corrigendum issued with a particular tender and upload all the above digitally signed along with the NIT. Tenders submitted without the Addendum/Corrigendum (if any) will be treated as informal and liable to be rejected. Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder. Failure of submission of any one of the above mentioned documents will render the tender liable to summary rejection.

IB.15.3.2. Financial Proposal: The financial proposal should contain the following documents in one cover (folder).

Bill of Quantities (BOQ)

The bidder is to quote the rate in the blank spaces marked for quoting rate in the BOQ sheet of Annexure-VII. Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder. Any deviation in the format, content (Other than entry of the quoted price at the desired blank spaces) of the Price bid/BOQ will render the tender liable to summary rejection.

IB.15.4. Submission of original copies of documents of Tender Fee and Earnest Money Deposit:

IB.15.4.1. Place of submission: The original DD/BC towards Tender Fee and DD/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 Bhavan, 3rd Floor, D-Block,
Salt Lake, Sector-II, Kolkata – 700091.**

IB.15.4.2. Time of submission: The Tender Fee and EMD shall be submitted in the office as stated above within the date and time as specified in the NIT. If the bidder fails to submit the original DD/BC/BG within the due date and time his tender will not be opened and his bid will stand rejected.

IB.15.4.3. Conditional and incomplete tenders are liable to be rejected.

IB.16. Late Submission of Bid: Bidder shall take all possible measures to submit the bid within the schedule date & time at specified folder/location prescribed elsewhere in the bidding document. Late submission of bid for whatever reason shall not be accepted.

IB.17. Evaluation of Rates: Procedure of Evaluation: Finalization of Rate:

IB.17.1. Opening of Technical Proposal

IB.17.1.1. 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.17.1.2. Technical proposals for those tenders whose original copies of DD/BC towards tender fee & DD/BG towards EMD have been received will only be opened. Proposals corresponding to which original copy of DD/BC/BG towards tender fee & EMD has not been received, will not be opened and will stand rejected.

IB.17.1.3. Intending tenderers may remain present if they so desire.

IB.17.1.4. Decrypted (transformed into readable formats) documents of the Statutory and Non-Statutory Covers will be downloaded for the purpose of evaluation.

IB.17.2. Techno-commercial Evaluation of Tender

IB.17.2.1. While evaluation, the Tender Inviting Authority or his authorized representative may summon of the tenderers 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.17.2.2. The summary list of tenderers, whose bids will be found techno- commercially eligible, will be available in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers.

IB.17.2.3. If any kind of financial quotes are found within the technical proposal, the respective bids will be liable for rejection.

IB.17.3. Opening and evaluation of Financial Proposal

IB.17.3.1. Financial proposals submitted by the tenderers in the prescribed 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.17.3.2. The encrypted copies will be decrypted and evaluated online.

IB.17.3.3. 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.17.3.4. The Tender Accepting Authority may ask any of the tenderers to submit justification for supporting the rate quoted by that tenderer.

- IB.17.3.5.** No deviation in any form in the price-bid sheet is acceptable.
- IB.17.3.6.** For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.
- IB.17.3.7.** Revision/withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority.

IB.17.4. Price:

- IB.17.4.1.** The Bidder shall indicate the prices in Indian Rupees only.
- IB.17.4.2.** Incomplete or partial quotation will not be accepted and shall be liable to be rejected.
- IB.17.4.3.** Prices quoted by the Bidder shall be fixed. Bid/tenders submitted with adjustable price quotations will be rejected.
- IB.17.4.4.** Rates quoted should be for the line items mentioned in Annexure - V.
- IB.17.4.5.** No extra costs shall be paid for change of the defective spares if any during CAMC period.
- IB.17.4.6.** Total price offer shall be submitted in the prescribed format (Annexure – VII) only.
- IB.17.4.7.** The prices shall remain FIRM till completion of the service period for which the contract is awarded. Taxes and duties shall be payable as applicable and as per prevailing rate.
- IB.17.4.8.** The Bidder, at his own cost, responsibility and risk may visit the Site of Service and may obtain relevant information before quoting the rates. The costs of visiting the Site shall be at the Bidder's own expense.

IB.18. Acceptance of Tender:

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

IB.19. Time Schedule: The entire activity as per scope of work shall start after issue of LOA. **Date of issue LOA shall be considered as zero date.**

<u>Activities</u>	<u>Time of Completion</u>
CAMC Services	3 (Three) years from Zero Date.

- IB.20. Taxes, Duties and other levies:** The bidder shall be solely responsible for the taxes that may be levied on the vendor's persons or on earning of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the employer. The WBSEDCL shall not take any responsibility whatsoever regarding taxes under Income Tax Act 1961, for the contractor or his personnel.
- IB.21. Statutory Obligations:** Statutory obligations as per law of the land are to be complied.
- IB.22. P.F. Code No. :** The vendor shall submit necessary PF code no.

- IB.23. Insurance:** The Contractor at his own cost shall arrange, secure and maintain all insurance as may be pertinent to the Work and obligatory in terms of law to protect his interest and interests of WBSEDCL against all perils detailed herein. The form and the limit of such insurance as defined herein together with the underwriter in each case shall be acceptable to WBSEDCL. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all times up to successful installation & commissioning and of all equipments shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the joint names of the WBSEDCL and the Contractor, wherein the beneficiary will be WBSEDCL and the Contractor will be the custodian. The Contractor shall, however, be authorized to deal directly with the Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers.
- IB.25.** Any loss or damage to the equipment during transportation, handling, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the Equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities. The Contractor shall provide WBSEDCL with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to WBSEDCL immediately after such insurance coverage. The Contractor shall also inform WBSEDCL in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revitalization, renewal etc. as may be necessary well in time at his cost, risk and responsibility.
- IB.26.** The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks), workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, war risks etc. The scope of such insurance shall be adequate to cover the replacement / reinstatement cost of the equipment for all risks up to and including delivery of goods on Ex-works basis and shall also cover transportation and other costs till the equipment are delivered. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements. The extent of contractors' liability together with the insurance cover and claim available shall be limited to the full replacement / rectification value of all equipment / material to ensure their availability as per project requirement.
- IB.27.** Bidder shall ensure that for all activities to be performed under the Contract viz. transportation, storage, erection, testing, Installation and commissioning etc. equipment is handed over to WBSEDCL; the insurance cover shall only be taken from Indian Insurance Companies.
- IB.28. Period of Contract:** Initial Period of contract shall be from zero date to AMC end date or any other date as agreed upon mutually prior to the commencement of the contract.
- IB.29. Issue of LOA :** WBSEDCL will award the contract to the successful bidder/bidders whose bid has been determined to substantially responsive and has been determined the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. WBSEDCL shall be the sole judge in this regard.

- IB.30. Acceptance of LOA:** The successful bidder/bidders shall submit written unconditional acceptance of LOA within 15 days (fifteen days) from date of issuance of the same. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause.
- IB.31. 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.32. Representative of Vendors:** The successful vendor is required to nominate officers with whom WBSEDCL will contact on all matters related to this job. The vendor has to specifically furnish to WBSEDCL, the name, designation, mobile no, office & residential phone no of such person for each office.
- IB.33. 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 Conditions indicated in **ANNEXURE-II**.
- IB.34. Disqualification of Bidders:** Adverse report / remark on CMAC service against any order from any office under WBSEDCL may disqualify the candidature of the bidder at any point of time during processing of the tender.
- IB.35. Settlement of Disputes:** In case of any dispute arising out the contract, the same should be settled through meeting between the WBSEDCL and the contracting agency at the appropriate level. The necessary judicial affairs and/or Court Case shall be exclusively within the jurisdiction of Calcutta High Court only.
- IB.36. Manufacturer's Authorization:**
The bidder (except OEM) shall submit Manufacturer's Authorization Form/ self-certification as mentioned i.r.o. the quoted equipment.
- IB.37. Communication:** The successful vendor, for communicating with WBSEDCL, for this job may use the following modes.
Email: . ceit@wbasedcl.in , suparna.sen@wbasedcl.in
- IB.38. Conflict of Interest:**
- IB.23.1.** 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.
- IB.23.2.** 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.
- IB.23.3.** 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.
- IB.23.4.** 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.

SECTION: II
Scope of Work [SW]

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

Maintenance of all the equipments mentioned in **Annexure V** shall be covered under CAMC and manage the processes and procedures to ensure reliable, safe and effective operation at Vidyut Bhavan , DC, Rajarhat and Disaster Recovery System, Berhampore for running the facility. Uptime is defined as per overall uptime for DC as well as DRC.

- SW.1.** Respond to emergency calls, provide site attendance within the call-out time, and take all the necessary corrective actions to restore the service within the time specified in the SLA(annexure IV)
- SW.2.** The vendor shall be responsible for maintenance of all the systems as per scope of work(SW) with services rendered as per LOA issued by WBSEDCL.
- SW.3.** The Vendor shall be solely responsible for providing all the AMC support services under this contract and WBSEDCL will not be liable to interact with any of OEMs (Original Equipment Manufacturer).
- SW.4.** VENDOR will provide a toll free number or one dedicated land line number for for communication from WBSEDCL. Also Vendor shall provide one or two mobile number for emergency service calls.
- SW.5.** VENDOR shall provide one dedicated manpower for Manage, Response, handling calls through CA helpdesk system and also for attending the calls.
- SW.6.** The scope of work under this contract covers providing comprehensive AMC of the Hardware as mentioned in annexure V under WBSEDCL for 3 years.
- SW.7.** 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:
- Provide free Spares etc. for all hardware. Installation of OS, some required S/w and Antivirus. License will be provided by WBSEDCL
 - SLA Based Support. All the service related calls will be logged by WBSEDCL at CA Service Desk presently used WBSEDCL. Bidder will have to use the same call logging tool (CA Service Desk) for updating the status of the calls.
- Downtime calculation report of will be generated from CA Service Desk.
- SW.8. Project Management and site supervision :**
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 quarterly status report for the service calls generated including previous pending calls indicating the actions taken.
- SW.9. Service Level and Agreement Duration of SLA**
The purpose of this SLA is to clearly define the levels of service to be provided by bidder to WBSEDCL for the duration of this contract or until this SLA has been amended. The SLA parameters are defined in Annexure-IV .
This Service Level Agreement (Annexure-IV) would be valid for entire period of contract. This SLA may be reviewed and revised according to the procedures detailed in Section SLA Change Control.

SECTION: III

General Conditions of Contract [GCC]

GCC.1. General Terms:

- GCC.1.1.** The Bidder should have an office establishment in Kolkata, West Bengal.
- GCC.1.2.** The Bidder should have service center facility for all equipments under Electrical System, HVAC System and Building Management System installed at the Data Centre as well as Disaster Recovery Center.
- GCC.1.3.** For proper implementation of CAMC services WBSEDCL reserves the right to modify/cancel the entire CAMC in any point of time after placement of order without showing any reason whatsoever.
- GCC.1.4.** The bidder has to furnish all the information as required regarding their offer.
- GCC.1.5.** Quotation from any sub-vendor will not be entertained.
- GCC.1.6.** Any form of consortium will not be allowed.
- GCC.1.7.** The bidder shall satisfy WBSEDCL with his ability to perform the CMAC service.
- GCC.1.8.** All correspondence, documents and Bid, exchanged between the Bidder and WBSEDCL shall be written in English language. Failure to comply with this request may disqualify a bidder.
- GCC.1.9.** The Company reserves the right, to reject any or all the tenders, at its discretion, without assigning any reason whatsoever.
- GCC.1.10.** **After placement of LOA, the vendor shall have to check the entire system under scope of work and submit a certificate for taking over the system in good condition.**
- GCC.1.11.** The Bidder shall hand over the system to WBSEDCL in good working condition after the expiry of CAMC period.
- GCC.1.12.** Some equipments may be de-scoped during the contract period. Subsequently the proportionate amount of those equipments will be deducted from the contract price.

GCC.2. Force Majeure :

- GCC.2.1.** The vendor shall be under no liability if the vendor is prevented from carrying out any of the vendor's obligations by reason of war, Invasion, act of foreign country, hostilities, riots, civil commotion, mutiny, accident, earthquake, fires, floods, orders and / or restrictions and other cause beyond the reasonable control of the vendor. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents / proofs to the entire satisfaction of WBSEDCL.
- GCC.2.2.** WBSEDCL will not take any additional liability towards enhanced taxes, duties and price variation due to force majeure condition.

GCC.3. Cancellation/Termination of Order: WBSEDCL shall have the right to repudiate the contract if the work is not being performed as per satisfaction and as per "Time Schedule" Clause. The following causes may also lead to cancellation of LOA.

- GCC.3.1.** Non acceptance of LOA as per "Acceptance of LoA" clause.
- GCC.3.2.** Non submission of Performance BG within time.

- GCC.3.3.** If failed to perform the CAMC work.
- GCC.3.4.** For breach of SLA as mentioned in the “Breach of SLA” clause mentioned in Annexure-IV, Service Level Agreement.
- GCC.3.5.** In each above cases 15 days’ termination notice shall be issued prior to termination of LOA.
- GCC.3.6.** If conflict of interest found.

GCC.4. Performance Guarantee:

- GCC.4.1.** For AMC service, as contract security, the successful bidder has to furnish a performance Guarantee in the form of Bank Guarantee on non-judicial stamp paper of Rs.100/- by any Schedule Bank in India, as per format enclosed (ANNEXURE-VI). The BG shall be submitted to the CE, IT&C Cell, 3rd Floor, ‘D’ Block, Bidyut Bhavan, WBSEDCL. As Performance BG, 10% of Contract Price to be submitted within four weeks from the date of issue of LOA. Validity of BG will be 3 (Three) years 6 (Six) months from the date of LOA and claim period will be further 3 (three) months.

GCC.5. Arbitration & Legal Jurisdiction:

- GCC.5.1.** During execution of this contract, if any dispute arises thereby, shall be settled amicably between WBSEDCL and yourself to the extent possible.
- GCC.5.2.** All disputes or differences in respect of which the decision if any has not become final shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act – 1996 or any statutory modification thereof. The venue of Arbitration shall be Kolkata only.
- GCC.5.3.** The necessary legal affairs and / or court case shall be exclusively within the jurisdiction of Calcutta High Court only.

GCC.6. Comprehensive Annual Maintenance Contract (CAMC):

- GCC.6.1.** You shall perform CAMC of all equipments as mentioned in the Annexure V installed at the Vidyut Bhavan, Data Centre & Disaster Recovery Center as per LOA for 3 (Three) years. All necessary spare parts under scope of service need to be kept in stock accordingly.
- GCC.6.2.** CAMC shall also cover trouble shooting of the system including OS.
- GCC.6.3.** In case of failure / malfunctioning of the system, the call will be raised in WBSEDCL’s CA helpdesk system. Centralized registration of all calls should be maintained by the vendor representative in CA helpdesk to record the calls and acknowledge each and every call with a unique docket number which is to be used for further reference. Completion of the call is to be verified by respective supervising officer of the VB, DC and DRC or his representative.
- GCC.6.4.** Breakdown maintenance includes replacement of all un-serviceable parts free of cost by the vendor. Parts replaced will be new and equivalent to original parts. The defective parts removed will be the property of the vendor. AMC Maintenance shall be done up to the satisfaction of WBSEDCL
- GCC.6.5.** **All transit risks & costs shall have to be borne by the contractor.**

GCC.7. Risk Purchase / Performance: Completion time (from Zero date) stipulated shall be deemed to be the essence of the contract and if the contractor fails to provide the services within the completion time , the purchaser shall be entitled to purchase such consignment and if not available the best and nearest available substitute elsewhere on the account and at the risk of the contractor or to cancel the contract and the contractor shall be liable to compensate for any loss or damage which the purchaser (WBSEDCL) may sustain by reason of such failure on the part of the supplier. Recovery will be made from the outstanding bills and/or through encashment of any Bank guarantee of the contractor lying/ to be lying with WBSEDCL.

GCC.8. Limitation of liability:

Except in cases of gross negligence or willful misconduct:

- GCC.8.1.** 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.8.2.** 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.9. Submission of bills for payment:

- GCC.9.1.** Bills shall be prepared on quarterly basis for AMC charges only. The bills shall be submitted after end of each three months' period from the date of start of Comprehensive AMC.
- GCC.9.2.** All the bills in triplicate with necessary Certification with helpdesk report shall be submitted to the IT & C Cell by the Vendor as a proof of satisfactory performance of the contract.
- GCC.9.3.** Bills in triplicate shall be certified by the concerned Controlling & Supervising Officer and countersigned by Controlling Officer. Necessary MIS reports shall be certified by the Controlling & Supervising Officer.

GCC.10. Terms of Payment:

- GCC.10.1.** No advance payment will be made against this order in any circumstances.
- GCC.10.2.** Payment shall be made in Indian Rupee only.
- GCC.10.3.** Xerox copy of Order,
 - GCC.10.3.1.** The CAMC charges shall be paid by WBSEDCL on quarterly basis at the end of each three monthly periods from the date of start of CAMC. The payments will be made after deducting penalties if any, based on the SLA and other Helpdesk reports.
 - GCC.10.3.2.** Payment will be released after completion of quarterly AMC service for the particular period based on the certification of the bills.
- GCC.10.4.** Bills are to be certified by both Controlling and Supervising Officer.

GCC.10.5. Bills are to be submitted to the office of the Chief Engineer, IT&C Cell, 3rd Floor, Block-D, Bidyut Bhavan, Salt Lake City, Kolkata – 700091.

GCC.11. Detail Address of Service Locations

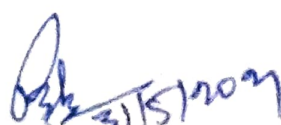
- a) Vidyut Bhavan, WBSEDCL, Salt Lake, Sector-II, Karunamayee, Kolkata – 700091
- b) Central Data Center, WBSEDCL, Behind DLF-1 Building, Beside 33/11 KV Sub Station, Street No:41, Action Area-1, Newtown, Rajarhat.
- c) Disaster Recovery Data Centre, Kalikapur Road, Opposite North Bengal State Transport Corporation Bus Stand, Gar Berhampore Murshidabad-742101

GCC.12. WBSEDCL personnel for liaison :

- GCC.12.1.1. **Controlling Officer:** Addl. Chief Engineer, IT & C Cell.
- GCC.12.1.2. **Supervising Officer for Data Center: SE/ DE IT&C Cell** - He shall be the Consignee and Supervising Officer of the entire CAMC work at Data Center.
- GCC.12.1.3. **Supervising Officer for Data Center: SE/ DE , Data Centre** – He shall be the Consignee and Supervising Officer of the entire CAMC work at Data Center.
- GCC.12.1.4. **Supervising Officer for Disaster Recovery Center: - :** In-Charge of the Disaster Recovery Center –He shall be the Consignee and Supervising Officer of the entire CAMC work at Disaster Recovery Center.
- GCC.12.1.5. **Paying Authority: -** Manager(F&A), Establishment-Corporate, Bidyut Bhawan, WBSEDCL.

Enclosure:

- 1. Annexure-I : Format of Bid Proposal
- 2. Annexure-II: Mandatory Condition
- 3. Annexure-IIA: Schedule of Bids
- 4. Annexure-IIB: Summary statement of average annual turnover
- 5. Annexure-IIC: Summary statement of Order Executed.
- 6. Annexure-III: Bid Guarantee-EMD-Format of BG.
- 7. Annexure-IV: SLA
- 8. Annexure-IVA: Undertaking.
- 9. Annexure-IVB: Letter of Bid.
- 10. Annexure-IVC: Deviation Schedule.
- 11. Annexure V : Hardware Details
- 12. Annexure- VI: Format of Performance Bid Guarantee
- 13. Annexure VII : Price Bid Format
- 14. Annexure VIII: MAF (Manufacturer Authorization Form)
- 15. Annexure IX : Bank Details


C.E. IT&C Cell
WBSEDCL

BID PROPOSAL**From**

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

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

Sub.: Invitation to bid for Comprehensive Annual Maintenance Contract (CAMC) of the IT equipment procured under RAPDRP, NoN-RAPDRP , ERP project etc. and installed at Vidyut Bhavan /Data Centre /Disaster Recovery Centre of WBSEDCL for the period of 3 years.

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 rate of Annual Maintenance contract service is FIRM during the entire period of the Contract 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 price bids. We further declare that prices stated in our proposal are in accordance with your bidding.
 - 2.2. All duties & taxes and other Levies, 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 DD/BG/BC fromdrawn in favour of WBSEDCL for an amount of Rs.....
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 any where 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. 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 favor within 15 (Fifteen) days from the date of placement of Letter of Award.

Dated.....this.....day of.....2021

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

Mandatory Condition

Sl No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No
1	Annual Turn Over for each of last three consecutive financial years i.e. 2016-17, 2017-18, 2018-19, 2019-20 must be at least 1 Crore INR.	Provide the turnover in a separate sheet (as per Annexure-IIB) with Auditor's signature along with following supporting document duly attested i. Audited Balance Sheet for consecutive 3 years as mentioned. ii. PL Account for consecutive 3 years as mentioned.	
2	Financial Capability to handle a single Project of Rs. 10 Lakhs.	i) Statement of orders executed during last Three financial years (Vide Form-IIC) i.e for financial years 2016-17, 2017-18, 2018-19, 2019-20. ii) Work order mentioning order reference from Ordering Authority	
3	Must have capability to provide Comprehensive Annual Maintenance Service as mentioned in the NieT. The Bidder must have a Toll Free Number / contact no for service support where user shall log complaints. The Bidder should have office facility available in Kolkata, West Bengal.	i. Relevant valid ISO Certification 9001:2015 . ii. Centralized Electronic Call log-in facility along with Toll Free phone no/ contact no. iii. Address of Kolkata Office.	
4	Must have experience of at least two similar projects showing Experience in AMC Service for similar Hardware and having a minimum value of Rs 10 Lakhs Lakhs (Rupees Ten Lakhs only) in India during the last 04 years in Government/ Semi Government/ PSU/ Reputed Private Establishments.	Work order mentioning order reference from Ordering Authority with successful work completion/on-going Certificate to be enclosed.	
5	Should be a partner of the OEMs (HP/Acer) or should have back-end agreement with the Major OEMs (HP/Acer) for entire contract period of 3 years	MAF/ OEM certification. Or self-declaration of the bidder stating OEM's parts/spares/ support will be provided as and when required during entire contract period of 3 years	
6	Vendor should agree to repair / replace the defective equipments / materials under this NieT with equipments / materials of Equivalent or higher specification of same make. The replaced equipment / material should run in WBSEDCL's existing running system without any trouble.	Should submit Self Declaration.	

SI No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No
7	The bidder should have its own Engineers for direct support. The bidder should assign Enginners in VB/DC/DRC for suport	i)List of Engineers details to be enclosed. ii) List of engineers with Detailed CV to be enclosed for the enginners who will be assigned to work at DC/ DRC/VB	
8	Bidder must Comply with all statutory obligations.	Provide the following required nos. in a separate sheet (as per Annexure- IIA) duly attested with following supporting documents. i. Copy of PAN Card ii. GST certificate iii. Registration no of the company iv. Relevant valid ISO Certification 9001:2015 .	
9	The bidder shall have a registered office in Kolkata and having operations in India for the last four years .	A documentary proof with complete address details and contact person details and Certificate of Incorporation.	
10	The vendor shall maintain sufficient spare of equipments in spare-bank located at Kolkata/ West Bengal at his own cost for a total contract period.	Self declaration.	
11	Must comply to the Conflict of Interest clause as mentioned in the tender.	Self declaration	
12	Banker's certificate regarding financial capability issued for any consecutive three financial years within 2016-17, 2017-18, 2018-19, 2019-20	Banker's certificate	

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

Signature of the bidder with Office Seal

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/DD/BC) submitted	:	6 .	Category of organisation	
7.	Details of Earnest Money in BG/DD/BC as submitted:	:	8 .	Company Registration No.	
9.	Details of Tender Fees in DD/BC as submitted:	:			
10.	PAN Card No	:			
11.	Whether agreed to (YES/NO):	:			
	a) Terms of Payment	:	c)	Risk purchase clause	
	b) Earnest Money clause	:	d)	Liquidated damage clause	
12.	Offer valid upto	:	180 days from the date of opening of Technical Part of the Tender.		
13.	The price should be Firm.	:	The Prices Are Firm.		
14.	Whether the bidder has submitted a) GST certificate b) Copy of PAN Card c) Company Registration certificate d) Relevant valid ISO Certification 9001:2015 e) PF Registration No. & valid up to (a copy should be enclosed)				

(Signature and Seal of Tenderer)

Dated-----

Certificate regarding Summary Statement of Yearly Turnover

This is to certify that the following statement is the summary of the audit report /tax audit report arrived in favour of for the **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-----

Annexure - IIC

STATEMENT OF ORDERS EXECUTED DURING LAST FOUR FINANCIAL YEARS.

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

NB: Minimum 2 Nos of orders must be of AMC for similar equipments.

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

Dated-----

ANNEXURE-III

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 Bhavan
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 WBSSEDCL 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:

(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 - IV

Service Level Agreement

The purpose of this SLA is to clearly define the levels of service to be provided by bidder to WBSEDCL for the duration of this contract or until this SLA has been amended. The SLA parameters are given in SLA table mentioned hereunder: -

SLA TABLE

Sl. No.	Process/ Incident Description	Clock Type	Priority details		SLA/ Penalty
			Priority	Business working days to resolve	
1	All Kinds of Desktop / Laptop as Mentioned in the Annexure V	Business Days	P1	2 days	Selected bidder must resolve 95% of the total incidents raised in CA helpdesk in every quarter in accordance to the SLA mentioned. Otherwise 10% of the contract value of that particular quarter will be charged as SLA/Penalty.
2	All Kinds of Printers as Mentioned in the Annexure V	Business Days	P2	5 Days	

- a. **Penalty Deduction:** - In case of SLA/Penalty imposed if any, the amount calculated from the above table shall be deducted/adjusted from any pending bills or from Performance Bank Guarantee of the bidder. 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 CAMC for engagement of third party will be deducted from outstanding bill /BG lying / to be lying with WBSEDCL.
- b. **Preventive Maintenance:-**
- c. Bidder shall provide service as defined in Scope of Work, in accordance with the other clauses of the tender document.
- d. **Validity of SLA:-**This SLA shall be valid for entire period of contract (3 years) or until it will be amended. SLA may be reviewed and revised according to the need of WBSEDCL.
- e. The SLA will be measured on Quarterly basis.
- f. Service related calls will be logged by WBSEDCL officials/ selected CAMC bidder in CA Helpdesk. Details of the calls to be registered in the CA Helpdesk. Selected bidder must keep manpower for managing and responding to the incidents in WBSEDCL's CA Helpdesk System
- g. **Downtime Calculation:** The recording of downtime shall commence at the time of registering the call in CA Help Desk for any downtime situation for the equipment. Downtime shall end when the problem is rectified. Down time will not be considered for Pre-scheduled preventive maintenance and health checks (if any).

- h. **Breach of SLA:** In case the Supplier does not meet the service levels mentioned as mentioned above for three (3) continuous times WBSEDCL will treat it as a case of breach of SLA. The following steps will be taken in such a case: -
- i) WBSEDCL will issues a show cause notice to the Bidder.
 - ii) Bidder should reply to the notice within three working days.
 - iii) If WBSEDCL authorities are not satisfied with the reply, WBSEDCL will initiate termination process as mentioned in the “Cancellation/ Termination of Order” Clause.

Exclusions: - Bidder will be exempted from any delays or slippages on SLA parameters due to any reason from WBSEDCL’s side. Any such delays will be notified immediately to WBSEDCL.

We hereby confirm our acceptance of all terms and conditions of the above SLA.

(SIGNATURE OF THE TENDERER WITH OFFICE SEAL)

Dated-----

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

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

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

1. We are submitting Tender for the Work -----
----- against Tender Notice No. ----- dated, -----

2. None of the Partners of our firm is relative of employee of -----
----- (Name of the Company).
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/ incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning / delisting of our firm and all partners of the firm etc.

(Signature of the Tenderer with Seal)

Dated-----

FORMAT OF LETTER OF BID

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

To,
The Tender Committee,

Sub: Letter of Bid for the work

Ref: 1. NleT No ----- dated -----

2. Tender Id No. -----

Dear Sir,

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

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

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

(Signature of the Tenderer with Seal)

Dated-----

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 Authorized 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.

Hardware Details

Annexure V

Location	Asset	Model No	Count
DC	PC wit monitor, Key board, Mouse	HP 3090 MT	34
DRC	PC wit monitor, Key board , Mouse	HP 3090 MT	7
VB - IT&C Cell	PC wit monitor, Key board , Mouse	HP 3090 MT	14
VB - IT&C Cell	PC wit monitor, Key board , Mouse	DELL Model:Inspiration660S	7
VB - IT&C Cell	LAPTOP	HP Model:HSTNN-C83C	3
VB - IT&C Cell	Laptop	HP	2
VB - IT&C Cell	PC wit monitor, Key board , Mouse	ACER Desktop Veriton M200-H61	16
VB - IT&C Cell	PC wit monitor, Key board , Mouse	HP Pro 280G3 Desktop PC	5
VB - IT&C Cell	LaserJet Printer	HP- Model: 4250	1
VB - IT&C Cell	LaserJet Printer	HP- Model: P1106	1
VB - IT&C Cell	LaserJet Printer	HP- Model: P3015	3
DC	LaserJet Printer	HP- Model: P3015	1
VB - IT&C Cell	LaserJet Printer	HP office pro 8000	3
VB - IT&C Cell	LaserJet Printer	HP office Jet pro 8100	1
VB - IT&C Cell	DMP	EPSON- LQ1150-II	2
DRC	LaserJet Printer	HP Laserjet Pro 400	1
VB all Floors	PC wit monitor, Key board , Mouse	HP EliteDesk 705 GI-MT	198
VB - IT&C Cell	LaserJet Printer	HP Laserjet Pro MFP M126nw	1
VB all Floors	LaserJet Printer	LaserJet 5200n Printer	14
VB all Floors	LaserJet Printer	Laserjet 500 Color M551	10

Total PC (including Laptop)	286
Total Printer	38

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. _____

Ref No. _____

Date: _____

To

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

Dear Sir,

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

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

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

The Bank also agrees that WBSEDCL at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that WBSEDCL may have in relation to the contractor's liabilities.

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

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

Dated this _____ day of _____ 2021 at _____

Witness :

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____

Date _____

Validate

Print

Help

Item Rate BoQ

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

Annexure-VII

Name of Work: Comprehensive Annual Maintenance Contract (CAMC) of the IT equipment procured under RAPDRP, Non-RAPDRP, ERP project etc. and installed at Vidyut Bhavan (Data Centre (Disaster Recovery Centre of WBSEDCL for the period of 3 years.

Contract No: WBSEDCL/IT&C/33.10(i)/3699 Dated :31.05.2021

Bidder Name :										
PRICE SCHEDULE										
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)										
NUMBER	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	TEXT	NUMBER #	NUMBER #	TEXT #	
Sl. No.	Item Description	Quantity	Units	BASIC RATE per year In Figures To be entered by the Bidder Rs. P	GST (%)	HSN / SAC Code	TOTAL AMOUNT Without Taxes for 03 years	TOTAL AMOUNT In Words		
1	2	4	5	13	14	18	53		55	
1	Laptops /Workstation PC with monitor, Key board , Mouse (Refer Annexure V of the NIT)	286	No				0.00	INR Zero Only		
2	LaserJet Printer- HP- Model: 4250	1	No				0.00	INR Zero Only		
3	Printer-HP- Model: P1106	1	No				0.00	INR Zero Only		
4	Laserjet Printer- HP- Model: P3015	4	No				0.00	INR Zero Only		
5	LaserJet Printer-HP office pro 7000/8000/8100 Series	4	No				0.00	INR Zero Only		
6	DMP-EPSON- LQ1150-II	2	No				0.00	INR Zero Only		
7	Laserjet Printer-HP Laserjet Pro 400	1	No				0.00	INR Zero Only		
8	Laserjet Printer-HP Laserjet Pro MFP M126nw	1	No				0.00	INR Zero Only		
9	HP LaserJet 5200n Printer	14	No				0.00	INR Zero Only		
10	HP Laserjet 500 Color M551 Printer	10	No				0.00	INR Zero Only		
11	Mention GST (%) and HSN/SAC Code Properly									
Total in Figures							0.00	INR Zero Only		
Quoted Rate in Words							INR Zero Only			

Manufacture's Authorization Form (MAF)

ANNEXURE-VIII

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- OM) (Seal of OEM)

Bank Details

Bank Details for preparation of BG for EMD has been mentioned below: -

Name of bank: CANARA Bank.

Name of Branch: Salt Lake City Branch

A/C No. 2549261000122

IFSC code: CNRB0002549