

West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

IT & Communication Cell: 3rd floor, 'D' & 'C'- Block,
Vidyut Bhawan: Bidhannagar: Kolkata-700091,



WBSEDCL

e-TENDER NOTICE (LOCAL COMPETITIVE BIDDING)

BID DOCUMENT

**Supply, Delivery, Installation & Commissioning of New LAN items
required for block wise Renovation Work & day-to-day activities
with 3 years AMC & FMS Support of entire LAN network at Vidyut
Bhawan.**

e-Tender Notice No: WBSEDCL/ IT&C/ 10.10 /3251

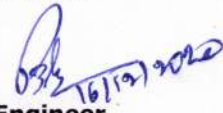
Dated: 16.12.2020

Issued to:

M/s.

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Chief Engineer,
IT & Comm. Cell
WBSEDCL

Tender Notice No. : WBSEDCL/IT&C/10.10/3251

dtd. 16.12.2020

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SECTION: I
INSTRUCTION TO BIDDER (IB)

West Bengal State Electricity Distribution Company Limited herein after referred to as WBSEDCL invites through electronic tendering (e-tendering) for Supply, Delivery, Installation & Commissioning of New LAN items required for block wise Renovation Work & day-to-day activities with 3 years AMC & FMS Support of entire LAN network at Vidyut Bhavan as per detail "Scope of Work" and other terms and conditions furnished in the different clauses of the bid document. Instructions/Guidelines for electronic submission of the tender have been mentioned below for assisting the bidders to participate in e-Tendering.

IB.1. Invitation for the Bids:

- IB.1.1.** Tender is invited by the Chief Engineer, IT&C Cell, 3rd. Floor, "D'-Block, Vidyut Bhavan, WBSEDCL, Bidhannagar, Block-DJ, Sector-II, Kolkata-91 through electronic tendering (e-tendering).
- IB.1.2.** 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.1.3.** Intending bidders desirous of participating in the tender are to log on to the website <https://wbtenders.gov.in> for the tender. The tender can be searched by typing WBSEDCL in the search engine provided in the website. This is the only mode of collection of tender documents.
- IB.1.4.** Tenders are to be submitted online and intending bidders are to download the tender documents / Forms / Annexure from the website stated above, directly with the help of the e-Token provided.

IB.2. Eligible Bidders:

- IB.2.1.** The bidder should not have been blacklisted from any Govt. organization, PSU and Bank across India from the year of 2016 onwards 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 vendor shall be terminated with the forfeiture of the Performance Bank Guarantee (PBG).

- IB.3. Tender fee:** Bidders intended to enroll and submit e-Tender shall have to deposit of Rs. 6000 /-(Rupees six thousand only) + 18% GST as tender fee. Tender Fee must be submitted in the form of Bank Draft (DD) / Bankers Cheque (BC) of any scheduled Bank of India in favour of '**West Bengal State Electricity Distribution Company Limited**', payable at Kolkata.

IB.4. Earnest money Deposit (EMD) as Bid Guarantee:

- IB.4.1.** 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 within schedule date.

- IB.4.2.** The Bid Guarantee is to be submitted in the form of irrevocable Bank Guarantee of Rs. 38,400/- (Rupees Thirty eight thousand four hundred only) issued by any Branch of any Indian scheduled Bank, in favour of 'West **Bengal State Electricity Distribution Company Limited**', Vidyut Bhavan, Salt Lake City, Kolkata. The Bank Guarantee is to be submitted as per format (ANNEXURE-II), which shall remain valid initially for a period of 90 days from the date of opening of the bid document. WBSEDCL may request to extend the validity of the EMD if so required.
- IB.4.3.** The Bid Guarantee of the unsuccessful Bidders will be returned against their written claim after the placement of order on the successful Bidder. **Mandate Form as mentioned in ANNEXURE-V with one cancel cheque is to be submitted for return of EMD in the form of DD.**
- IB.4.4.** The 'Bid Guarantee', of the successful Bidder, will be returned after submission of Performance Guarantee as per Performance Guarantee Clause of bid document.
- IB.4.5.** The amounts of EMD, of all the Bidders will be returned against their written claim if the tender is treated as cancelled.
- IB.4.6.** No interest shall be payable by WBSEDCL on the above Bid Guarantee.
- IB.4.7.** The EMD shall be forfeited for any of the following reasons:
- IB.4.7.1.** If during the period of bid validity, the bidder withdraws or modifies the bid in part or as a whole.
 - IB.4.7.2.** If the successful Bidder fails to accept the order unconditionally as per "Acceptance of Order" clause of bid document or fails to furnish the contract performance guarantee as stipulated in PBG clause of bid document.
 - IB.4.7.3.** If the successful bidder fails to extend the validity period of EMD as per "Earnest Money Deposit as Bid Guarantee:" Clause of bid document.
 - IB.4.7.4.** If the undertaking provided on blacklisting is found to be false.
 - IB.4.7.5.** If any curtailment is done by the Bidder in their quotation.
- IB.5. Formation of cartel & penal measures:** This will be guided by the purchase policy of WBSEDCL available in Company's website www.wbsedcl.in.
- IB.6. Conflict of Interest:**
- IB.6.1.** 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.6.2.** 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.6.3.** 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.6.4.** 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.

IB.7. Key Dates: The schedule of Dates for e-Tendering.

Sl No.	Action	Date & time
1.	Publishing Date	24.12.2020 at 11:00 Hrs.
2.	Document Download start date	24.12.2020 at 11:30 Hrs.
3.	Last date of Receiving Pre-Bid Clarification	31.12.2020 at 14:00 Hrs.
4.	Date of Pre-bid Meeting	06.01.2021 at 11:00 Hrs.
5	Bid submission Start date	11.01.2021 at 11:00 Hrs.
6.	Bid submission End date	21.01.2021 at 13:00 Hrs.
7.	Last date of physical submission of Tender Fee and EMD	21.01.2021 at 14:00 Hrs.
8.	Techno Commercial Bid opening date	27.01.2021 at 14:00 Hrs.
9.	Financial Bid opening date	Date & Time intimated latter on.

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

IB.8. PreBid Discussion: Prebid discussion will be held at WBSEDCL as per schedule indicated in "Key Dates Clause" above to clarify the queries, if any, from the bidders in respect of the tender. Non-attendance at the pre bid discussion will not be a cause for disqualification of the bidders.

IB.9. Clarification of Bidding Documents: If there be any discrepancy or obscurity in the meaning of any clause of the bid document, such queries must be sent to the Chief Engineer, IT & Communication Cell, in written form within the date as mentioned in IB.7 of 'Key date' clause. Such query (IB.7.3) received from bidders prior to prebid discussion shall only be discussed in the prebid meeting. No other query other than the written submitted ones will be clarified during prebid discussion.

IB.10. Amendment / Addenda of Bidding Documents:

IB.10.1. At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.

IB.10.2. The amendment will be notified in writing in e-tendering website (<https://wbtenders.gov.in>) and in WBSEDCL's website (<https://www.wbsedcl.in>) to all prospective bidders who have purchased the Bidding Documents.

IB.10.3. In case of any amendment WBSEDCL may at its discretion, extend the deadline for the submission of bids which will be notified in website of WBSEDCL.

IB.10.4. No other communication shall be made afterwards on the issues discussed in the prebid meeting. The clarification given in pre-bid discussion shall be final and binding on the bidder.

IB.11. Language of the Bid: All correspondences with the bidder and WBSEDCL shall be written in English Language only.

IB.12. Submission of Tender: If there is any deficiency in the submitted/uploaded documents as stipulated in the following clauses, the tender will summarily be rejected.

IB.12.1. General process of submission:

Tenders are to be submitted online through the website <https://wbtenders.gov.in>. Bidders are required to upload all the tender documents/forms/Annexures along with the other documents, filled in strictly as per formats 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 Bidder shall carefully go through the documents and prepare /download the required documents/forms/Annexure and upload the scanned documents /filled in forms/Annexure in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid along with the Price Bid sheet of Bill of Quantity (BOQ) duly filled in the rates of items in the designated Cell after downloading the same.

Bidders should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

IB.12.2. Technical Proposal:

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

IB.12.2.1. Statutory Cover

A. Contents of "Drafts" folder

- i. Tender Fee:** Copy tender fee document.
- ii. EMD:** Copy of Bank Guarantee (BG).
- iii. Power of Attorney**

- B. **Contents of "Annexure" folder**
 - i. **Bid Proposal:** ANNEXURE-I
 - ii. **Other Annexure**
- C. **Contents of "NIT" folder**
 - i. **Tender Document with all Annexure:** Signed Copy
 - ii. **Addenda/Corrigendum:** Signed copy if published.
- D. **Contents of "Forms" folder**
 - i. **Mandatory Condition:** Form-I
 - ii. **Sheet Containing Document Details:** Form-II

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

IB.12.2.2. Non-Statutory Cover (My Document)

- A. **Company Details:** Copy of the following document:
 - i. Registration Certificate of the company
 - ii. PAN Card.
 - iii. GST registration certificate.
 - iv. PF certificate.

B. Other Documents as declared in From-I of Mandatory Condition

IB.12.3. Financial Proposal: Bill of Quantities (BOQ):

The bidder shall quote the rate in the space marked for quoting rate in the Price Bid Sheet of the downloaded BOQ file.

IB.12.4. Submission of documents of Tender Fee and Earnest Money:

Documents i.r.o. Tender fee and Earnest Money in original shall be submitted before opening of Techno Commercial Bid as per schedule in the following office.

**To the Chief Engineer, IT & Communication Cell,
West Bengal State Electricity Distribution Company Limited,
Vidyut Bhavan, 3rd Floor, D-Block,
Bidhannagar, Kolkata – 700091.**

- IB.13. Validity of Tender:** The offer against tender shall remain valid for a minimum period of 180 (one hundred & eighty) days from the next day of opening of Technical proposal of the tender. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

IB.14. Opening and evaluation of tender :

IB.14.1. Technical Proposal:

- IB.14.1.1.** Technical proposals for those bidders, whose original copies of tender fee & EMD have been received, will only be opened.
- IB.14.1.2.** Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.
- IB.14.1.3.** While evaluation, the Tender Inviting Authority 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 time frame, their proposals will be liable for rejection.

IB.14.2. Financial Proposal:

IB.14.2.1. Financial proposals of the bidders, who are technocommercially eligible, will only be opened. Date of opening of financial bid will be intimated to such qualified bidders through web portal.

IB.14.2.2. The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.

IB.14.2.3. 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.14.2.4. For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.

IB.14.2.5. WBSEDCL may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.

IB.15. Price:

IB.15.1. Price offer shall be submitted in the prescribed format only.

IB.15.2. No deviation in any form in the Price Bid Sheet of BOQ is acceptable.

IB.15.3. The quoted price shall remain firm throughout the period of the contract and no adjustment shall be made to the contract price except change of quantity as mention in the "Variation during execution" clause.

IB.16. Taxes, Duties and other levies: No custom duty will be paid by WBSEDCL. GST will be paid as per prevailing rate.

IB.17. Statutory Obligations: Statutory obligations as per law of the land are to be complied.

IB.18. 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. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. 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.19. 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.20. Sub-Letting Of Contract:

Under no circumstances the selected bidder shall assign or sub-let his contract or any substantial part thereof.

IB.21. Settlement of Disputes: In case of any dispute arising out the contract, the same should be settled through meeting between the WBSEDCL and the contracting agency at the appropriate level. The necessary judicial affairs and/or Court Case shall be exclusively within the jurisdiction of High Court at Kolkata only.

IB.22. Limitation Of Liability : Except in cases of criminal negligence or willful misconduct,

(a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, other than specifically provided as any obligation of the Party in the Contract, and

(b) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the amount resulting from the application of the multiplier specified in the bid document to the Contract Price or, if a multiplier is not so specified, the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer.

IB.23. Issue of LOA : WBSEDCL will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. WBSEDCL shall be the sole judge in this regard.

IB.24. Acceptance of LOA: The successful bidder shall submit written unconditional acceptance of LOA within 15 (fifteen) working days from the date of issuance of LOA. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause. **Date of acceptance of LOA shall be considered as zero date.**

IB.25. Power of Attorney (POA): To be qualified for evaluation and finalization of NIT, intending agency shall submit a written POA on a non judicial stamp of Rs 10/-, authorizing the signatory of the NIT to act on behalf of the NIT.

IB.26. Disqualification of Vendors: Adverse reports / remarks on execution of entire work may disqualify the candidature of the vendor at any point of time.

IB.27. Mandatory Condition: The bidder shall provide documentary evidence satisfactory and acceptable to WBSEDCL to establish that they have requisite credential, capability and experience to handle the contract and meets the requirements of all the Mandatory Condition.

IB.28. Communication: The successful bidder, for communicating with WBSEDCL, for this job may use the following modes.

Telephone – (033) 2319 7278, 2319 7732. E-mail ID-itc.wbsedcl@gmail.com

IB.29. Representative of Vendor:

IB.29.1. The successful vendor is required to nominate one officer exclusively for this project as Nodal Officer with whom WBSEDCL may contact time to time to mitigate any Technical & Administrative issue if arises during the entire period of Contract.

- IB.29.2.** Furthermore the successful vendor is also required to nominate one technical officer from installation & commissioning till completion of the project as stated in "Time Schedule" Clause to be stationed at Kolkata.
- IB.29.3.** The vendor has to specifically furnish to WBSEDCL, the name, designation, Telephone no. including mobile no., email address of such persons.

SECTION: II
SCOPE OF WORK

SW.1. Supply, Delivery, Installation & Commissioning of New LAN items required for block wise Renovation Work & day-to-day activities with 3 years AMC & FMS Support of entire LAN network at Vidyut Bhavan.

SW.1.1. Bidders shall supply, deliver, install & commission and complete the cabling job of Local Area Network (LAN) with the materials supplied as per requirement of WBSEDCL. Details of materials & labour are stipulated in BOQ.

SW.1.2. Bidders should be capable to provide the following services to keep the entire IT system operational round the clock for entire AMC period.

SW.1.3. Repair & Maintenance of the Local Area Network Systems :

SW.1.3.1. The Bidder shall provide unscheduled on call and corrective remedial maintenance service to set right any problem on the LAN backbone, UTP CAT 6 cable, connectors and outlets and allied accessories within the acceptable downtime as specified in the clause GCC.12. The new replacing parts will be equivalent to the original parts both in performance and durability.

SW.1.4. Existing LAN cable shall be dressed and numbered properly where it is necessary.

SW.1.5. The Bidder shall be liable to dismantle the old LAN cable and fittings at the time of block wise network renovation work as per the requirement of WBSEDCL.

SW.2. Annual Maintenance Contract (AMC):

SW.2.1. Bidder shall perform comprehensive AMC of entire LAN network at Vidyut Bahvan. All necessary spare parts in original need to be kept in stock accordingly.

SW.2.2. AMC shall also cover trouble-shooting of the entire system.

SW.2.3. In case of failure / malfunctioning of any equipment/s or the entire LAN network system, the supervising officers will inform to the agency. Completion of the call is to be certified by Supervising Officers.

SW.2.4. The day on which call is registered will be counted for downtime calculation. Downtime calculation will be started from 0 (zero) hours from call intimation date. Maximum acceptable downtime will be 48 hours. Saturday, Sundays and Holidays will not be counted towards calculation of downtime. After rectification of fault the system should run at least 15 (fifteen) days, else total period will be calculated towards downtime of the system.

SW.2.5. Un-scheduled breakdown maintenance includes replacement of all un-serviceable parts free of cost by you. Parts will have to be replaced with original one. The defective parts removed will be the property of the vendor.

SW.3. Facility Management Service (FMS):

- SW.3.1.** Providing Facility Management Service at Corporate Office at Vidyut Bhavan for day to day operational & Maintenance activity of entire LAN network system.
- SW.3.2.** Facility Management Services by the deploying a person at Vidyut Bhavan with suitable accessories like laptop, mobile etc shall be provided by successful bidder in order that maximum uptime & performance and operational levels of entire LAN network at Vidyut Bhavan are ensured. In absence of deputed FMS personal, suitable substitute must be deployed by the successful Bidder.
- SW.3.3.** To achieve the desired Service, the vendor may need to interact, coordinate and collaborate with the other/different Service Providers/SIs/OEMs as & when required. The vendor will act as the Single Point of Contact (SPOC) for all LAN and network related issues at Vidyut Bhavan. The role of FMS shall be started immediately from zero date as stated in clause IB.24.
- SW.3.4.** If the FMS personnel shall, in the opinion of WBSEDCL, found guilty of any misconduct or incompetence or negligence then, if so directed by WBSEDCL, the successful bidder shall at once remove such employee and replace him by a competent substitute. It is clarified that the FMS personnel deployed by vendor shall have identity card to be issued by successful bidder.

SECTION: III

GENERAL CONDITIONS OF CONTRACT (GCC)

GCC.1. General Terms:

- GCC.1.1.** The WBSEDCL reserves the right to reject the supplied item, even after delivery, if any deviation from tendered specifications is found in the supplied materials at any point of time.
- GCC.1.2.** The vendor will ensure supply and delivery of necessary spares required for the equipments of their make for whole AMC period.
- GCC.1.3.** The Company reserves the right, to reject any or all the tenders, at its discretion, without assigning any reason whatsoever.

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. Performance Guarantee:

- GCC.3.1.** For Supply Delivery Installation and Commissioning of all equipments and performing AMC & FMS for 3 years as Performance BG, 10% of total Contract Value to be submitted within one month from the Zero date as contract security. The successful bidder shall 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-III). The BG shall be submitted to the CE, IT&C Cell, 3rd Floor, 'D' Block, Vidyut Bhawan, WBSEDCL. Validity of BG will be 3 years and claim period for another 6 months from the Zero date.

GCC.4. Cancellation/Termination of Order: WBSEDCL shall have the right to repudiate this LOA if the work is not completed within schedule completion time as per "Completion Time" Clause. The following causes may also lead to cancellation of LOA.

- GCC.4.1.** Non acceptance of LOA as per "Acceptance" clause.
- GCC.4.2.** Non submission of Performance BG within time.
- GCC.4.3.** If failed to implement the project.
- GCC.4.4.** Poor performance during warranty and AMC period as per scope.
- GCC.4.5.** In each above cases 15 days termination notice shall be issued prior to termination of LOA.

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 High Court at Kolkata only.

GCC.6. Inspection & Testing:-

- GCC.6.1.** Inspection & testing may be executed either at the time of delivery of all LAN related equipments or the same may be executed even after delivery & installation and commissioning of the all the equipments if WBSEDCL desires so. After delivery, installation and commissioning of the product if the specification is found to be mismatched with quoted specification then the entire equipment shall be replaced by the successful Bidder unconditionally within 30 days from the date of detection.

GCC.7. Delivery & Storage of Equipment:

- GCC.7.1.** The entire responsibility of materials and equipments delivered at site i.r.o. proper storage, handling and insurance against all risks would be vested upon the contracting agency and WBSEDCL will not be responsible for any loss, theft or damage of equipment in any manner whatsoever till the same are installed and commissioned and taken-over by WBSEDCL. Once delivered, the contracting agency will not be permitted to take away such materials / equipment without written permission of WBSEDCL.

- GCC.7.2.** All transit risks & costs shall have to be borne by the contractor.

- GCC.8. Variation during execution:** Number of items as incorporated in this LOA are provisional, which may vary up to +/- 25% of the ordered quantity during course of execution of the order as per actual requirement and decision by WBSEDCL. WBSEDCL shall communicate such variation of quantity to you in writing. The unit price to be quoted by you and incorporated in the order would remain valid for such variation of quantity.

- GCC.9. Completion Time:** Delivery and installation of the new LAN work shall be done as per scope and as per actual requirement of WBSEDCL. The details of the job to be executed will be intimated to Vendor as and when required and the same need to be completed in all respect in the following manner:

- GCC.9.1. For day to day LAN requirement:** Fifteen (15) days from the date of placement of such requirement by WBSEDCL in writing.
- GCC.9.2. For block wise Renovation work:** Sixty (60) days from the date of placement of such requirement by WBSEDCL in writing subject to availability/readiness of the sites.

GCC.10. Call registration and complain:

- GCC.10.1.** In case of failure of any item as per scope of work, the concerned officer will inform the same to the bidder over telephone or by fax or e-mail / letter.
- GCC.10.2.** In addition, any change in telephone numbers, Fax number, e-mail / postal address from existing ones shall be provided, as back up arrangement for booking calls.
- GCC.10.3.** Completion of call shall be certified by the Supervising Officer. This will be used to work out the down time for LD calculation.

GCC.11. Response & Down time :

- GCC.11.1.** The maximum response time for attending complaint i.e. time required by the service engineer to report after a request call is made shall not exceed 48 (Forty eight) hours excluding Saturday, Sunday and Holiday.
- GCC.11.2.** The day on which the call is registered will be counted for down time calculations. Down Time calculation will be started from zero hours of that date. The Maximum acceptable downtime will be 48 hours.

GCC.12. Liquidated damage:

The timely completion of the job as per "Completion Time" Clause and completion of breakdown as per "Response & down Time" Clause is the basic consideration and essence of the contract and WBSEDCL reserves the right to repudiate the contract if the successful bidder fails to complete the work within stipulated period. However, the ordering authority may at his own discretion waive this condition with imposition of liquidated damage indicated herein below:

- GCC.12.1. Delay in completion:** If the successful bidder fails to complete the work on the basis of requirement of WBSEDCL within the completion time as stated in the Clause of "Completion Time", a L.D. at the rate of ½% of ordered value i.r.o. particular item or part thereof subject to a maximum of 10% of total LOA material value shall be imposed on the successful bidder. L.D. if applicable will be deducted from bills on delivery of material or bills on installation & commissioning.
- GCC.12.2. During AMC Period:** If the Vendor fails to set right the malfunctioning of the system within schedule downtime as indicated in "Response & Down Time" clause, WBSEDCL may recover from the vendor @½% (half percent) amount of AMC order value per day or part thereof as Liquidated Damage. The maximum value of LD would be 10% (ten percent) of AMC order value. In case of termination of LOA as per termination clause, WBSEDCL will engage third party for the maintenance of supplied and installed 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.13. Steps to be taken to avoid any damages of WBSEDCL installation: Contractor shall see that no damages are caused to Electrical Cables, wires, station installations, communication lines, electric devices. If any damage is caused to or suffer or and in general to WBSEDCL Equipments 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 contractor. The expenses shall be recovered from the money due and payable to the contractor or by other appropriate processes.

GCC.14. Liability for Accident: If any accident occurred during the time of the execution of the work by your employee/ representative, all cost to be borne by you.

GCC.15. Risk Purchase / Performance: Adherence to time schedules mentioned in the foregoing clauses shall be deemed as the essence of contract and if the vendor fail to complete the job or poor performing , WBSEDCL shall be entitled to execute the job through the best and nearest substitute available elsewhere on the account and at the risk of the contracting agency or to cancel the contract and the contracting agency shall be liable to compensate for any loss or damage which WBSEDCL may sustain by reason of such failure on the part of the Contracting Agency.

GCC.16. Terms of Payment: No advance payment will be made against this order in any circumstances for turn-key implementation of entire project. Bill will be submitted in triplicate.

GCC.16.1. For Delivery & Installation of New LAN and related accessories etc:

GCC.16.1.1. Bill amount: 100% Payment shall be released after successful completion of the job as per requirement of WBSEDCL time to time on the basis of actual quantity involved for execution of said the job. Bill in triplicate with relevant documents to be submitted to the IT & C Cell.

GCC.16.1.2. Enclosures: Receipted delivery challan with successful Installation & Commissioning Certificate duly signed by the Supervising Officer.

GCC.16.2. For AMC Period: Payment will be released on quarterly basis after providing AMC service for the particular quarter on pro-rata basis. Bill to be submitted in triplicate after completion of a quarter and bill should be submitted supported with performance certificates as per Annexure-IV.

GCC.17. WBSEDCL personnel for liaison :

- GCC.17.1. Controlling Officer:** Addl. Chief Engineer, IT & C Cell. – He would issue the successful completion certificate.
- GCC.17.2. Supervising Officer:** Superintendent Engineer (E), IT & C Cell.- He would issue the successful Installation & Commissioning certificate after completion of installation of every new LAN work and quarterly performance certificate after completion of each AMC &FMS quarter.
- GCC.17.3. Paying Authority:** Manager, Establishment-Corporate (F&A), Vidyut Bhavan, WBSEDCL.

Enclosures:

- | | |
|------------------|--|
| 1. Annexure-I : | Format of Bid Proposal |
| 2. Annexure-II: | Format of Bid Guarantee |
| 3. Annexure-III: | Format for Bank Guarantee for contract performance |
| 4. Annexure-IV: | Performance certificate |
| 5. Annexure-V: | Mandate Form- for RTGS-NEFT payments |
| 6. BoQ: | Price Bid Format |
| 7. Form-I: | Declaration of mandatory condition |
| 8. Form-II: | Check List |

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 Supply, Delivery, Installation & Commissioning of New LAN items required for block wise Renovation Work & day-to-day activities with 3 years AMC & FMS Support of entire LAN network at Vidyut Bhavan.

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 specifications as set forth in your Bid Document.
2. PRICES AND VALIDITY :
 - 2.1. The ex-works prices of all items/equipments 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 and 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. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be made to our account.
 - 2.3. No custom duty will be paid by WBSEDCL. GST will be paid as per prevailing rate.

3. BID GUARANTEE :

We have enclosed a Bid Guarantee in the form of Bank Guarantee 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. 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 30 (thirty) 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:

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 -700091

Dear Sirs,

In accordance with your Notice Inviting Tender (NIT) No. _____ dtd. M/s _____ having its Registered Head Office at _____ (herein after 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 under take 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 thereunder unless WBSEDCL enforces 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 where of the Bank, through its authorized Officer, has set its hand and stamp on this _____ Day of _____ 2020 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 ninety (90) days and maybe extended from time to time.

ANNEXURE-II**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 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 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 _____ 2020 at _____

Witness :

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____

Date _____

ANNEXURE- IV

PERFORMANCE CERTIFICATE

Subject: 3 years Annual Maintenance Contract of existing & New LAN connections with 3 years FMS support at Vidyut Bhavan

LOA Memo No.

Name of the Agency :

Name of the Office:

Performance certificate for the year _____ starting from _____ to _____

Certified that M/s. _____ has performed the maintenance work during the year starting from _____ to _____ as per terms & condition of the order mentioned above.

The Detail of break down calls with date during this year is given hereunder:-

SL No.	Defective Item	Date of Booking of Call	Date of Rectification	Status / Remarks.

The calls not closed in the above statement will be carried over to next quarter furnishing date of rectification.

(Signature of Supervising Officer)

SE, IT&C Cell

MANDATE FORM BY VENDOR FOR RTGS/NEFT PAYMENTS

(TO BE FILL IN BLOCK LETTERS)

1. NAME OF THE VENDOR

2. PAN VENDOR NO :

3. Vendor Type : Company / Partnership / Proprietorship/ Self help Grp/ HUF/ Others (To be specified)

4. ADDRESS:

5. TELEPHONE NO & FAX NO:

6. MOBILE PHONE:

7. PAN NO. (MANDATORY) :

--	--	--	--	--	--	--	--	--	--

8. SERVICE TAX REGISTRATION NO

9. REGISTRATION NO :

10. PARTICULARS OF BANK ACCOUNT (One cancelled Cheque is to be enclosed)

11. Name of Account Holder.....

12. BANK NAME:

13. BRANCH NAME & ADDRESS:

14. BANK BRANCH TELEPHONE NO:

15. Account type (whether SB or Current) :

16. ACCOUNT NO:

--	--	--	--	--	--	--	--	--	--

17. BANK'S MICR CODE :

--	--	--	--	--	--	--	--	--	--

18. BANK'S IFS CODE:

--	--	--	--	--	--	--	--	--	--

19. DECLARATION OF THE PARTY:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or Not effected at all for reasons of incomplete and incorrect information, WBSEDCL will not be held responsible.

Date:

Signature of the Vendor

N.B. [Where the cheque does not carry IFS Code an attestation from Bank attesting the IFS Code should be given.]

SIGNATURE OF BANK OFFICIAL WITH SEAL

Item Rate BOQ

Tender Inviting Authority: Chief Engineer, IT&C Cell

Name of Work: Supply, Delivery, Installation & Commissioning of New LAN items required for block wise Renovation Work & day-to-day activities with 3 years AMC & FMS Support of entire LAN network at Vidut Bhavan

NIT Ref No.: WBSEDCL / IT and C /10.10/3251 Dated : 16.12.2020

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	NUMBER	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Unit Material Cost Excluding Tax In Figures To be entered by the Bidder Rs. P	GST rate (in %) for viewing only	Unit Installation & Commissioning charge Excluding Tax In Figures To be entered by the Bidder Rs. P	GST rate (in %) for viewing only	TOTAL AMOUNT With out Taxes Col.9=((Col.3*Col.5)+(Col.3*Col.7))	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10
1	Procurement of UTP CAT-6 CABLE from leading OEM must have relevant ISO certificates	12000	Mtrs					0.00	INR Zero Only
2	Procurement of RJ-45 Connector / Joints from leading OEM must have relevant ISO certificates	1500	Nos					0.00	INR Zero Only
3	Procurement of PVC conduit pipe-3/4" with attachments from leading OEM must have relevant ISO certificates	1800	Mtrs					0.00	INR Zero Only
4	Procurement of PVC conduit pipe-1" with attachments from leading OEM must have relevant ISO certificates	1500	Mtrs					0.00	INR Zero Only
5	Procurement of Flexible pipe 1" dia. with attachments from leading OEM must have relevant ISO certificates	900	Mtrs					0.00	INR Zero Only
6	Procurement of I/O box Set (Box, Face plate & Connector) from leading OEM must have relevant ISO certificates	600	Nos					0.00	INR Zero Only
7	Procurement of Patch Cord CAT-6 (3 Mtr.) from leading OEM must have relevant ISO certificates	600	Mtrs					0.00	INR Zero Only
8	Quarterly AMC service charges per LAN point for 500 LAN points for 3 years (500 nos. x 4 Qtr x 3 years).	6000	No					0.00	INR Zero Only
9	Quarterly FMS charges for 3 years (4 Qtr. X 3 years)	12	No					0.00	INR Zero Only
Total in Figures								0.00	Zero Only
Quoted Rate in Words				INR Zero Only					

FORM-I

Mandatory Condition

Sl No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No
1.	Average Annual Turn Over for last three financial years i.e. 2016-17, 2017-18 and 2018-19 must be at least INR 25 Lakhs.	Provide the turnover in a separate sheet (as per FORM-II) with Auditor's signature along with copy of balance sheet for mentioned years as supporting document duly attested	
2.	Must have capability to maintain installed System efficiently. The Bidder must have Phone Number for service support where user shall log complaints. Must have service centre at Kolkata.	i. Call log-in facility along with phone no. for WBSEDCL. ii. Address of Kolkata Service Centre.	
3.	Whether blacklisted from any Govt. organization across India from the year of 2016.	Undertaken given in this regard by the authorized signatory of the bidder	
4.	Conflict of Interest as per clause no. IB.6	Undertaken given in this regard by the authorized signatory of the bidder	
5.	Must Comply with all statutory obligations.	Provide the following required nos. in a separate sheet (as per FORM-II) duly attested with following supporting documents. i. Copy of PF registration ii. Copy of PAN Card iii. GST registration certificate iv. Registration no of the company	
6.	Working experience with having a minimum value of INR 10 lakhs (Rupees ten lakhs only) in one order / two orders for supply and installation and commissioning of similar project.	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 three years. (above details as per FORM-II)	

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

FORM-II

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 Service Centre at Kolkata	
3	Tender Fee details	
4	EMD details with validity & expiry date	
5	Power of Attorney submitted (yes/no)	
6	Undertaking submitted (yes/no) regarding blacklisted from any Govt. organization across India from the year of 2016 onwards	
7	Undertaking submitted (yes/no) regarding Conflict of Interest as per clause no. IB.6	
8	PF Registration No.	
9	Permanent Account No.(PAN)	

10	GST Registration No.			
11	Company Registration No.			
12	Annual turnover for each of last three financial years (must be at least INR 25Lacks)	2016-17(in Lacks)	2017-18(in Lacks)	2018-19(in Lacks)
13	Orders received and executed by the bidder	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

Memo No: WBSEDCL/IT&C/10.10/3251

dated: 16.12.2020

A handwritten signature in blue ink, followed by the date '16/12/2020' written in the same ink.

C.E., IT&C Cell, WBSEDCL