

West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)



INVITATION OF e-TENDER FOR

**Round the Clock Comprehensive Annual Maintenance Contract (AMC) for Infrastructure
Work at SCADA/ DMS Control Center at New Town Rajarhat, Kolkata for three years.**

Tender Notice No. ZMK/SCADA/AMC/e-Tender/21-22/02 dated.21.05.2021

**Office of the Zonal Manager
Kolkata Zone, WBSEDCL
19/A, British Indian Street, 3rd floor,
Kolkata-700069.
E-mail: zmkkolkata.wbseb@gmail.com**

CONTENTS

| | |
|-------------|--|
| Section I | : Notice Inviting e-Tender |
| Section II | : Invitation for Bids (IFB) |
| Section III | : Instruction to bidders (ITB) |
| Section IV | : General Conditions of Contract (GCC) |
| Section V | : Annexure |
| Section VI | : Schedule of Work/B.O.Q. |

Section I
NOTICE INVITING e-TENDER



West Bengal State Electricity Distribution Company Limited
(A Govt. of West Bengal Enterprise)
Kolkata Zonal office

WBSEDCL
19/ A, British Indian Street, Kolkata - 700069
Phone: (033)- 2262-2641/2262-2853
FAX: (033) – 2210-7570
E-mail: zmkolkata.wbseb@yahoo.com

Regd. Office of WBSEDCL:
Vidyut Bhavan,
Block-DJ, Sector – II,
Bidhannagar,
Kolkata – 700 091.
Website-www.wbsecl.in
CIN-U40109WB2007SGC113473

NOTICE INVITING e-TENDER

Tender Notice No. ZMK/SCADA/AMC/e-Tender/21-22/02

Date :21.05.2021

e-Tender in two parts is invited from bonafide, experienced and resourceful bidders having relevant work experience in Companies/establishment/Utilities of repute:-

| | |
|-----------------------|---|
| Name of the work | Round the Clock Comprehensive Annual Maintenance for Infrastructure Work at SCADA/DMS Control Center at New Town Rajarhat, Kolkata for three years. |
| Estimated Amount | Rs. 30,00,000/- |
| Cost of Bid Documents | Rs.6000+18% GST (Non-refundable) |
| EMD amount | Rs. 75,000/- |

Intending bidders desirous of participating in the tender are to log on to the website <https://wbteners.gov.in> for the tender. The tender can be searched by typing WBSEDCL in the search engine provided in the website. Further other details including qualifying requirements please visit www.wbsecl.in or office notice board of the above office.

KEY DATES

| Sl. No. | Activity | Date & time |
|---------|---|------------------------|
| A. | Date of uploading of NIT & other Documents (Publishing Date & time) | 04.06.21 at 15.00 hrs. |
| B. | Documents download start date | 04.06.21 at 15.00 hrs. |
| C. | Date & time of Prebid Meeting | 10.06.21 at 12.00 Hrs. |
| D. | Bid submission starting date | 11.06.21 at 16.00 hrs. |
| E. | Bid submission end date & time | 25.06.21 at 16.00 hrs. |
| F. | Last date of physical submission of Tender Cost and EMD (Offline) | 29.06.21 at 13.00 hrs. |
| G. | Techno-commercial bid opening date | 30.06.21 at 16.00 hrs. |
| H. | Techno-commercially qualified bidders' list uploading date | To be notified later |
| I. | Price bid opening date | To be notified later |

- If a Holiday falls on any of the key date then key date shall be considered on next working day.

Section II
INVITATION OF BID

INVITATION OF BID

1. INTRODUCTION:-

West Bengal State Electricity Distribution Company Limited (WBSEDCL), A Govt. of West Bengal Enterprise is a major power utility of the state with consumer strength over 1 Crores. From the objective of reducing Aggregate Technical and Commercial (AT&C) losses and supply of quality power, SCADA system has been installed and commissioned at New Town, under Kolkata Zone, WBSEDCL. The SCADA center is covered mainly by the followings areas:-

- a) Server Room
- b) UPS and Power Supply Room
- c) Battery Room
- d) NMS cum Development Room
- e) Control Room
- f) BMS Room
- g) DTS Room
- h) Conference Room
- i) Lobby I
- j) Lobby II

2. **SERVICE-LEVEL AGREEMENT (SLA)**

SLA means the level of service expecting from the selected bidder, laying out the metrics by which service is measured, as well as penalties if service levels not be achieved.

3. **SCOPE OF SERVICE & DURATION OF SERVICE:-**

Round the clock Comprehensive Annual Maintenance for Infrastructure Work at SCADA/ DMS Control Center at New Town Rajarhat, Kolkata for three years.

AMC involves comprehensive maintenance and repairs of all hardware and/or software for the said systems, including free of charge replacement of parts if any, modules, sub-modules, assemblies, sub-assemblies, spares, weekly cleaning of filters etc. to make the system operational. Moreover, 12 Volt Batteries (16 nos.) against 6 KVA Emergency backup system are also required to be replaced as & when required.

4. **AMC & SERVICE LEVEL REQUIREMENTS**

The services to be rendered under the AMC shall be guided as per the Service Level requirements mentioned herein.

Comprehensive AMC shall be for 3 years duration. The SLA requirements shall have to be adhered to during the AMC period.

SLA given below is indicative; however detailed SLA will be signed after award of AMC and signing of agreement.

i) SLA Objectives

Contractor is required to provide minimum 99% overall uptime on quarterly basis for components/services.

Contractor shall provide on-site maintenance and operation support services during the period of AMC as per SLA for a period of three (3) years. WBSEDCL would review performance of contractor at the end of each year.

The Contractor would be required to provide these services for an additional period of 2 to 3 years after expiry of first three years, if extended by the WBSEDCL subjected to mutually agreed fees for

SLA and any particular / need full addendum with the existing terms and conditions applicable in the Agreement for SLA.

The Contractor shall provide services as per SLA matrix, which defines maximum response as well as rectification times for all kinds of infrastructure/equipment covered under this AMC.

ii) SLA Duration

Timings: Round the Clock

Period: Three years from the date of placement of Comprehensive AMC.

iii) SLA Matrix

The Contractor shall provide comprehensive AMC as per the SLA matrix given below:

| Sl. No. | Severity Level | Equipment/ Items | Permitted Down Times | Response Time |
|---------|----------------|---|------------------------|-------------------|
| 1 | Level-0 | -Fire Alarm System | Maximum 10 Minutes | Within 05 Minutes |
| 2 | Level-1 | -Access Control System -Main/ Common Power Feeders (Major Electric Failure) -Main Panel - UPS | Maximum 1 Hour | Within 15 Minutes |
| 3 | Level-2 | -Precision AC for the Server Room -Comfort Air Conditioning for Work Area -Electrical Feeder/ Panels of sub- area -Electrical Fittings | Maximum 8 Hours | Within 1 Hour |
| 4 | Level-3 | Rodent Repellent System | Maximum 2 working days | Within 2 Hour |

iv) SLA Manpower Requirements

Contractor shall deploy suitably qualified and control Centre operation experienced sufficient manpower to meet out the SLA at New Town Rajarhat, Kolkata SCADA/ DMS Control Center Facilities. Minimum manpower required to be deployed are as under.

Contractor shall deploy as many manpower, as deemed fit by them, to meet out the time Schedule and SLA requirements. WBSEDCL would not be liable to pay any additional cost for this.

AMC involves comprehensive maintenance and repairs of all hardware and/or software for the said systems, including free of charge replacement of parts, if any, modules, sub-modules, assemblies, sub-assemblies, spares, weekly cleaning of filters etc. to make the system operational.

Bidder should ensure 99.0% availability of the listed systems. This will include all kind of breakdown, corrective & preventive maintenance.

Availability shall be calculated on quarterly basis. Availability will be based on the report of representative of WBSEDCL, based on system logs, equipment logs, downtime and rectification reporting etc. In case the availability for each of the system under AMC is less than 99%, the non-performance deduction from payments for the system under AMC shall be as per the following table:

| Sl. No. | Availability of Equipment/ Items (On Monthly Basis) | Non performance deduction in each case |
|---------|---|--|
| 1 | 99.0% or above | No deduction |
| 2 | Less than 99.0% and up to 95.0% | 5% of the annual maintenance contract value for the month excluding taxes |
| 3 | Less than 95% | 10% of the annual maintenance contract value for the month excluding taxes |

v) SLA Down Time Guidance

| Severity Level | Downtime Hours factored for SLA |
|------------------|---|
| Severity Level 0 | Every occurrence of failure is equal to 22 hours of SLA downtime |
| Severity Level 1 | Every one hour of failure is equal to three hours of SLA downtime |
| Severity Level 2 | Every one hour of failure is equal to one hour of SLA downtime |
| Severity Level 3 | Every one day of failure is equal to six hour of SLA downtime |

*** Availability means "Availability of Equipment/ Items under AMC as per SLA Matrix".**

**** Non-performance means performance not according to SLA Requirements.**

4.ELIGIBILITY CRITERIA OF THE BIDDER:-

The bidder must possess: -

- The requisite experience, strength and capabilities in providing Annual Maintenance Contract, having value not less than 50% of the estimated cost in single contract in any SCADA Control Centers/ Data centers or closely similar center in the last 06 (six) years..
- Certification of ISO or similar type under any category, whether preceding or **subsisting** for professional consideration valid as on the date of bidding.
- One establishment at Kolkata or adjacent.

5.OTHER STATUTORY REQUIREMENTS :-

The Bidder shall furnish the following documents

- I.T Return for last three financial years & PAN Card.
- GSTIN, SAC
- Professional Tax Paid Certificate, if applicable in the concerned jurisdiction.
- Information regarding any past and current litigation with WBSEDCL / WBSETCL /Govt / PSU in which the bidder is involved and disputed amount.
- List of key personnel.

- 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 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.

7. Cost of Bid Documents shall have to be deposited offline in the form of CTS 2010 compliant Demand Draft (DD) / Pay Order on any Scheduled Bank approved by Reserve Bank of India with validity of 3 (three) months drawn in favour of "*West Bengal State Electricity Distribution Company Limited*" payable at Kolkata which is to be submitted at the cash counter, Kolkata Zone, timing of which will be intimated later on. GST at the rate 18% shall be applicable on the Cost of Bid Documents.
8. Earnest Money Deposit amounting to Rs. 82,000/- (Rs. Eightytwo Thousand Only) shall be submitted individually along with the offer. The Earnest Money Deposit shall be submitted by CTS 2010 compliant *Demand Draft (DD) / Pay Order* on any Scheduled Bank at the cash counter, Kolkata Zone, timing of which will be intimated later on. Earnest Money Deposit in any other form or amount will not be accepted.
9. The bidder shall submit along with the offer necessary documents in support of credential (related to the tender) towards financial capabilities to the extent of the estimated financial capacity of the tenderer.
10. WBSSEDCL reserves its right to take decision keeping its financial interest.
11. If the offer is submitted without or inadequate Earnest Money, the bid will not be opened. In case of incomplete offer, the tender will be liable for rejection and Earnest Money Deposit will be forfeited.
12. Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.
13. WBSSEDCL is not bound to accept the lowest tender and reserves the right to cancel any or all the tenders unilaterally.
14. Any bidder against whom FIR/Complaint is lodged with Police by WBSSEDCL shall not be eligible to participate in the bidding process.
15. Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders, General Conditions of Contract of this tender along with the Revised Purchase Policy and Civil Works Policy of WBSSEDCL.
16. Price Bid of a bidder will be considered only if his Techno-commercial Bid is found acceptable by WBSSEDCL. Decision of WBSSEDCL will be final and absolute/binding in this respect. The list of techno-commercially qualified bidders will be displayed in the said website in due course.
17. Conditional / Incomplete tender will not be accepted under any circumstances.

NOTE:

- a) WBSSEDCL reserves the right to reject or accept any Bid or part thereof or all Bids received at its sole discretion without assigning any reason (s) whatsoever.
- b) WBSSEDCL reserves the right to go to divisible contract, if necessary.
- c) WBSSEDCL is not necessarily bound to accept the lowest offer.
- d) Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
- e) Tender submitted after expiry of scheduled date and time shall not be considered.
- f) The Bidding Documents are not transferable and cost of the same is not refundable under any circumstances.
- g) No interest shall be payable for Earnest Money.
- h) Any extraneous conditions will be treated as non-responsive.
- i) The Bids must be submitted in prescribed proforma only.
- j) Bidders shall ensure that all pre-requisites are duly fulfilled by them and if there be any dispute regarding non-submission of any document, WBSSEDCL reserves the right to cancel the Bid unilaterally without assigning any reasons whatsoever.
- k) The bidder is expected to examine carefully all instruction, conditions, forms, schedules terms, annexure. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, may lead to rejection.

SECTION – III

INSTRUCTION TO BIDDERS

1. GENERAL GUIDANCE FOR e-TENDERING:

1.1) Registration of Bidder:

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <http://www.wbtenders.gov.in> (the web portal) the contractor is to click on the link for e-Tendering site as given on the web portal.

1.2) Digital Signature Certificate (DSC):

a) 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 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.

b) The bidder can search & download NIT & bid document electronically once he logs on to the said website using the Digital Signature Certificate. This is the only mode of collection of bid document.

c) Submission of Tenders:

- i) 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 Notice. 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 designated locations of Technical Bid.

The bidder shall have to go through all the "Annexures" enclosed in this bid document and submit the filled in proforma of the appropriate/relevant annexures with the bid document putting the signature with seal of the Company before uploading the tender viz. Annexure-I (proforma of letter of undertakings), Annexure-II (PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT /FACILITIES (TO BE GIVEN BY BANKER OF BIDDER)), Annexure-III (Deviation Sheet), Annexure-IV (Proforma of declaration of Black Listing/Holiday Listing) etc.

The bidder needs to download the BOQ, fill up the rate in the BOQ in the designated Cell and upload the same in the designated location of Financial Bid.

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.

- ii) The bidders will have to quote their rates against all the items in the BOQ.
- iii) The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against this contract.
- iv) Prices indicated in the schedule of prices deemed to include all the levies/duties/taxes/cess & all other incidentals payable as per statute excluding GST. Relevant GST rule is applicable for the work and shall be paid extra.
- v) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing, will be liable to rejection.

- vi) Before the deadline for submission of tenders, WBSEDCL may modify the bidding documents by issuing addenda. Any addendum thus issued shall be part of the bidding documents and shall be communicated through respective website.
- vii) Bids shall be submitted online within the stipulated deadline. WBSEDCL may at its discretion, extend the deadline of bid submission by issuing an amendment. In that case all rights and obligations of WBSEDCL and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- viii) Tender shall not be allowed to be submitted after the deadline given in the NIT due to any reason whatsoever.
- ix) The entire bid document including BOQ and Technical Specification should be read altogether while quoting the rate.

The rates and prices quoted shall cover all obligation of the bidder under the contract and all materials etc. necessary for the proper completion and maintenance of the work. In this case, Rate should be quoted considering Transportation of materials.

2. DOCUMENTS TO BE UPLOADED:

The techno-commercial bid shall contain scanned copies of the following documents

- i. Bid documents as uploaded by WBSEDCL.
- ii. Scanned copy of CTS 2010 compliant Demand Draft (DD) / Pay Order towards Cost of Bid Documents as prescribed in the NIT, in favour of "West Bengal State Electricity Distribution Company Limited" payable at "Kolkata".
- iii. Scanned copy of CTS 2010 compliant Demand Draft (DD) / Pay Order towards EMD as prescribed in the NIT, in favour of "West Bengal State Electricity Distribution Company Limited" payable at "Kolkata".
- iv. Self-attested copies of orders with work completion certificates from Client to establish work experience as required in the NIT.
- v. Self-attested copies of GSTIN & SAC, PAN Card, Professional Tax Paid Certificate, if applicable in the concerned jurisdiction., EPF registration certificate and challans for last month, ESI Registration (if applicable) and challans for last month.
- vi. Annual audited Financial Report for last three years (for whom audit of account is mandatory).
- vii. For those whose audit of accounts is not mandatory they shall submit copy of IT returns along with related enclosures (Form 3CA and form 3CB) for last five years.
- vii) Documentary evidence(s) regarding fulfillment of Commercial eligibility criteria.

Failure of submit any of the above documents will render the bidder liable to be rejected for techno-commercial bid.

The above should be arranged in the following manner:

Click the check boxes beside the necessary documents in the My Document list and then click the Tab 'Submit Non-Statutory Documents' to send the selected documents to Non-Statutory folder. Next, click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

| Sl. No. | Category Name | Sub-category Description | Details |
|---------|---------------|--------------------------|--|
| 01. | Certificates | Certificates | a) PAN Card. b) GSTIN & SAC c) Professional Tax Paid Certificate, if applicable in concerned jurisdiction. |

| | | | |
|-----|---------------------------|-----------------------|--|
| 02 | Other Important documents | OID | a) Information regarding any past and current litigation with WBSEDCL / WBSETCL /Govt / PSU in which the bidder is involved the party's concerned and disputed amount. b) List of key personnel. c) Properly filled up Annexure. |
| 03. | Bidder Detail(s) | Bidder Detail | Trade License - for Proprietorship Firm Partnership Deed, Trade License -for Partnership Firm Incorporation certificate, Trade License - for Ltd Company, Society Registration copy, Trade License- for Society/Co-operative Society. |
| 04. | Credentials | Credential | The requisite experience, strength and capabilities in providing Annual Maintenance having value not less than 50% of the estimated cost in single contract in any SCADA Control Centers/ Data centers or closely similar centre in the last 06 (six)years along with work completion certificates and payment certificate. |
| 05. | Financial Information | Financial Information | a) Annual Audited Financial Report for last 3 years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. b) For whose Audits of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA and Form 3CB) for last 5 years. [Non-statutory documents] c) Average annual turnover during last three years shall not be less than 30% of the estimated cost. d) In case documents certifying credit facility from a scheduled bank is submitted, the requirement shall be judged by adding available credit facility and working capital taken together. |
| 06. | Earnest Money | Earnest Money | Scanned copy of Bank Draft / Pay Order. |
| 07. | Cost of Bid Documents | Cost of Bid Documents | Scanned copy of Bank Draft / Pay Order. |

- **Original documents may be required to be verified.**

- The bidder shall have to go through all the "Annexures" enclosed in this bid document and submit the filled in proforma of the appropriate/relevant annexures with the bid document putting the signature with seal of the Company before uploading the tender viz. Annexure-I (proforma of letter of undertakings), Annexure-II(PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT /FACILITIES (TO BE GIVEN BY BANKER OF BIDDER)),Annexure-III(Deviation Sheet),Annexure-IV(Proforma of declaration of Black Listing/Holiday Listing) etc.

- Price bid should contain the priced "Bill of Quantities" (BOQ) in one cover (folder). Bidder is to quote the rate on 'item rate basis' in the space marked for quoting rate in the BOQ.

3. QUOTING OF RATE:

- a) Price bid should contain the priced "Bill of Quantities" (BOQ) in one cover (folder). Bidder is to quote the rate in the space marked for quoting rate in the BOQ.
- b) The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against this contract.
- c) Prices indicated in the schedule of prices deemed to include all the levies/duties/taxes/cess & all other incidentals payable as per statute excluding GST. Relevant GST rule is applicable for the work and shall be paid extra.

- d) If the rate is not quoted against any particular item of work, it will be construed that the item would be executed free of cost and the rates for other items of work are deemed to include its cost. Further if any error is found in multiplication of quoted unit rate with respective quantities and/or to derive any rate component and/or in summation to arrive at the total quoted price, the same shall be recalculated to arrive at the evaluated price by considering the quoted unit rate as firm. Bidders are in no way allowed to get any escalation of price against this contract.

4. VALIDITY OF BIDS:

Price bid of the tender shall be opened within a stipulated time limit from the date of opening of Techno-Commercial Bid, preferably within 30 (thirty) days.

The tender shall remain valid for a period of 180 (One hundred and eighty) days from the date of opening of the Techno-commercial bid. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further period of maximum 90 (ninety) days without any change in terms & conditions of the offer.

5. EARNEST MONEY DEPOSIT (EMD):

The bidder shall deposit the earnest money offline of amount as mentioned in the Notice Inviting e Tender, in the form of CTS 2010 compliant Bank draft/ Pay order in favour of "West Bengal State Electricity Distribution Company Limited" on any scheduled Bank approved by RBI & payable at "Kolkata" within stipulated deadline. Bidders shall collect D.C.R from the respective cash section after deposition of earnest money.

Tenderer shall not claim any interest on Earnest Money Deposit.

Exemption from deposition of earnest money shall not be allowed under any circumstances

The earnest money for the unsuccessful bidders shall be released after finalization of Tender on submission of original DCR copy along with an application.

The earnest Money shall be refunded to the successful bidder by the ordering authority after deduction of Security Deposit from their bill.

The EMD shall be forfeited:

1. If any cartel is formed by the tenderer.
2. If during the period of validity specified by the bidder, the bidder withdraws/modifies its bid as a whole or part.
3. If bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
4. In case of successful bidder, if bidder fails to accept Order unconditionally and sign contract.

6. PRE BID MEETING:

- a) A pre bid meeting shall be arranged by WBSEDCL in which all the bidders will be requested to attend.
- b) If there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder may submit their queries to the tendering authority.
- c) Non attendance at the pre-bid discussion will not be a cause for disqualification of bidders.

- d) The clarification given in the pre bid discussion shall be final and binding on the bidder, being a part of the original Bid Document.
- e) Minutes of Pre-bid proceedings shall be uploaded in the e procurement portal.

7. BID WITHDRAWAL/MODIFICATION:

The bidder may modify or withdraw his bid after submission but within the deadline of bid submission, No bid shall be modified/ withdrawn after the deadline of bid submission. Modification /withdrawal of bid by any bidder after the deadline of bid submission shall result into forfeiture of EMD.

8. TECHNO-COMMERCIAL BID OPENING:

- a) EMD shall be opened by WBSEDCL offline on the stipulated date of its submission and will be scrutinized.
- b) Techno-commercial bids shall be opened only for those bidders whose EMD has been found in order. Bidder's representatives with written authorization (max. 2 persons per bidder) may attend bid opening. No electronic recording shall be permitted during bid opening.
- c) WBSEDCL will scrutinize and evaluate techno-commercial bid. After that, the list of techno-commercially qualified bidders and date & time of price bid opening will be notified in the web portal.
- d) WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.
- e) WBSEDCL reserves to instruct the bidders to submit hard copy of any relevant document (and to produce the original documents for verification) during scrutiny & evaluation of bids. Bidders' failure to comply to such instruction may lead to rejection of bid.

9. PROCESS TO BE CONFIDENTIAL:

- a) After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- b) Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.
- c) Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anymore.

10. BIDDER'S SITE VISIT:

Before submitting the bid, the bidder is encouraged to visit and examine the site and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work. Such site visit shall be at the Bidder's own expense, risk and responsibility.

11. COST OF BIDDING:

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

12. DETERMINATION OF RESPONSIVENESS:

Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document.

For the purpose of this clause a substantially responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without material deviation, or reservations. WBSEDCL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the bidder by correction.

13. CORRECTION OF ERRORS:

If there be a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and total price shall be corrected.

If there be a discrepancy in figure and word the total amount stated in word shall prevail.

14. TIME SCHEDULE:

The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the bidding document.

15. EVALUATION AND COMPARISON OF BIDS:

On examination of documents submitted under different covers, WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.

WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive.

The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.

Evaluated bid-price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract.

Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

16. PROCEDURE OF EVALUATION:

Evaluation of tenders will be done in the following steps:

Step-1 The EMD will be examined. The mode and amount of deposit must be in conformity with requirements set forth in the "EMD" clause, failing which the bid is liable for rejection without opening Techno-commercial bid.

Step-2 Techno-Commercial Evaluation:

Only those bids meeting the requirements of previous step will be examined and assessed. The bidders will be intimated about the non-compliance of various techno commercial requirements and asked for conforming compliance with the condition of bidding document, if allowed by the authority. In case, it is felt necessary by WBSEDCL that post bid discussion are required, the same will be carried out individually with each bidder. The bidders will be required to confirm compliance with all the conditions of bidding document.

Step-3 Opening and evaluation of financial proposal.

Financial proposal of techno-commercially qualified bidders will only opened & compared among themselves to determine the lowest evaluated bid. and as a result of this comparison, the lowest bid will be selected for award of contract.

17. RIGHT TO REJECT BIDS:

Lowest valid rate should normally be accepted.

However, WBSEDCL, does not bind itself to accept the lowest tender, 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.

WBSEDCL reserves the right to split the work in parts at L1 rate and to add/delete any of the items, without assigning any reason whatsoever.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.

18. Placement of Order

After approval of bid evaluation by WBSEDCL, WBSEDCL may, at its sole discretion, invite the successful bidder for a pre-award discussion. After such pre-award discussion and prior to the expiry of validity of bid of the successful bidder, WBSEDCL will notify the successful bidder of acceptance of their bid in writing by issuing a detailed Letter of Award (L.O.A.)/Order (mentioned as L.O.A./Order hereinafter and elsewhere in this bid document) in duplicate. The successful bidder sign and return one copy of the L.O.A./Order to WBSEDCL as an acknowledgement of unconditional acceptance of the same within 7 (seven) days of issue of L.O.A./Order.

19. TAXES. DUTIES AND OTHER LEVIES:

The Bidder shall be solely responsible for the taxes that may be levied on the Bidder's persons or on earnings of any office employee and shall hold WBSEDCL indemnified and harmless against any claims that may be made against WBSEDCL. The WBSEDCL does not take any responsibility whatsoever regarding taxes under Income Tax Act, for the contractor or his personnel. If it is obligatory under the provisions of Income Tax Act, deduction of Income Tax at source shall be made by WBSEDCL.

All other duties / levies payable (excluding GST) by the bidder shall be included in the bid price and no claim on this behalf will be entertained by WBSEDCL.

GST at specified rate shall be payable / allowable over & above the contract price to the selected bidder having GSTIN.

20. LAWS GOVERNING CONTRACT:

The contract shall be binding according to Acts/Laws in force in the country and shall be under the jurisdiction of Calcutta High Court.

21. LANGUAGE AND MEASURES:

All documents pertain to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions, drawings or any other writings be written in English language. The metric system of measurement shall be used exclusively in this contract.

22. CORRESPONDENCE:

Any notice to the contractor under terms of the contract shall be served by register mail or by hand at the contractor's principal place of business. Any notice to WBSEDCL shall be served at the WBSEDCL's principal office in the same manner.

23. CORRUPT OR FRAUDULENT PRACTICE:

WBSEDCL expects that bidders/suppliers/contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, WBSEDCL defines for the purpose of this provision, the terms set forth below as follows:

"Corrupt Practice" means the offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and "Fraudulent Practice" means misrepresentation of facts in order to influence the procurement process of the execution of a contract to the detriment of WBSEDCL and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive WBSEDCL of the benefits of free and open competition.

Will reject a proposal for award if WBSEDCL determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.

Will declare a Firm ineligible either indefinitely or for a stated period of time if WBSEDCL determines any time that the firm has engaged in corrupt or fraudulent practices in competition for, or in executing the contract.

24. INSURANCE:

The bidder on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law in force to protect the interests of WBSEDCL against all perils. The form & the limit of such insurance together with underwriting in each case shall be acceptable to WBSEDCL. However, irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be contractor's alone.

28. Currency of the contract:

The contract shall be denominated in Indian Rupee only (INR).

Note*- Contractor means the selected Bidder.**

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK:

Round the clock Comprehensive Annual Maintenance for Infrastructure Work at SCADA/ DMS Control Center at New Town Rajarhat, Kolkata for three years.

AMC involves comprehensive maintenance and repairs of all hardware and/or software for the systems as mentioned below, including free of cost replacement of parts, if any, modules, sub-modules, assemblies, sub-assemblies, spares, weekly cleaning of filters etc. to make the system operational.

- a) Server Room
- b) UPS and Power Supply Room
- c) Battery Room
- d) NMS cum Development Room
- e) Control Room
- f) BMS Room
- g) DTS Room
- h) Conference Room
- i) Lobby I
- j) Lobby II

The scope of work under this contract shall also include all such works which are not specially mentioned in the Bid Document, as a whole, but are necessary for Annual Maintenance Contract.

2. SECURITY DEPOSIT:

Security money shall be deducted from the bill @ 10 % (ten percent) of the total Order value.

After completion of AMC period, the Security Deposit shall be released only after receipt of the application from the selected bidder against certification of the Supervising Officer.

The Security Deposit is liable to be forfeited in case of non- compliance of order or failure to complete the order.

3. MANNER OF EXECUTION OF CONTRACT AGREEMENT

The successful bidder has to submit acceptance of the order within 10 days from the date of issue of the order.

The successful bidder shall be required to execute an Agreement on a non-judicial stamp paper of Rs. 100/- with the company with all related documents for satisfactory execution of the work.

Agreement shall be signed on a date and time to be mutually agreed upon in the office of the Controlling Officer of the work and the same has to be signed by both the parties within 30 days from the date of acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract on behalf of the contractor is to be submitted before signing of the agreement.

The agreement shall be signed in original and five photo copies. The original agreement shall be retained by the Company and a copy will be handed over to the Contractor.

4.0. GENERAL REQUIREMENT:

The contractor shall execute and maintain the work as per direction of the Controlling Officer of the work or his representative.

Contractor's staff at site: The contractor shall provide at site his authorized representative duly approved by the Controlling Officer. The contractor and/or his authorized representative is to be constantly on the work shall receive (on behalf of the contractor) direction's and instructions from the Controlling Officer or his representative.

Removal of persons employed at site: The Controlling Officer shall be at liberty to ask the contractor to remove from the site any person, deployed by the contractor in the execution of the work, who in the opinion of the Controlling Officer misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the work without the permission of the Controlling Officer.

Setting out: The contractor shall be responsible for the true and proper setting out of the work.

Care of work: During the service period of the work, the contractor shall take full responsibility for the care thereof and in case of any damage, loss or injury to work or to any part thereof or to any temporary work due to any cause whatsoever shall at his own cost repair and make good the same. The contractor shall take every practicable precaution not to damage or to cause injury to any adjoining or other properties or to any person. However, even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.

Employee's compensation for accident or injury to ant workmen: The Company shall not be liable for damages or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall have to pay all claims, demands, preceding costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance Policy covering provisions for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.

Facilities for other contractors: The contractor shall afford all reasonable facilities for any other contractor employed by the company in execution on or near the site of any work not included in the contract

5. LABOUR LICENSE:

Contractor will have to obtain Labour License in respect of the above work as per Contract Labour (Regulation & Abolition) Act, 1970 as early as possible.

6. COMPLIANCE OF LABOUR LAWS:

The contractor shall comply the Code of Wages 2019, Employee's Compensation Act, 1923 and related labour laws to protect the laborers engaged by them. In this connection the contractor will be required to execute an indemnity bond (as per specimen enclosed as Annexure-VI) after placement of Letter of intent/order.

7. CONTROLLING OFFICER & SUPERVISING OFFICER:

The ACE & Zonal Manager, Kolkata Zone shall be the Controlling Officer.

The Superintending Engineer (E), Kolkata SCADA Center shall be the Supervising Officer.

8. PAYING OFFICER:

Payment will be made by the Sr. Manager (F&A), Kolkata Zonal Office. WBSEDCL.

9. TERMS OF PAYMENT:

The bills shall be released within 30 (thirty) days of its submission on quarterly basis at the end of each quarter on proportionate basis in equivalence to service rendered at each quarter with respect to involvement of 3 years (36 months) against certification, duly signed by the Supervising officer.

The company reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the fact whether such disputed claims of the contractor are subject matter of arbitration or not the amount of such overpayments may be recovered from the subsequent bill, under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or from the amount retained or the contractor shall pay the amount of overpayment on demand

10. LIQUIDATED DAMAGE:

If the contractor fails to provide uninterrupted service during the currency of the contract, WBSDEL shall recover from the contractor as liquidated damages a sum of half percent (0.5%) of the contract value of works for each interruption subject to the Force Majeure.

The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work.

A waiver without imposition of liquidated damage, may be granted for interruption in work provided there is no fault whatsoever on the part of the contractor. Such waiver may only be granted on the basis of application to be submitted by the contractor who has to establish that the interruption of work by him was not due to his fault.

11. DEFAULT RISK:

In the event of the contractor's inability/non-response to accept and take up the work as per the order & contract agreement or to continue with the obligation of interruption free service, WBSDEL reserves the right to terminate the contract with forfeiture of E.M.D./Security Deposit(whichever applicable) and deploy any separate contractor to render service for the residual portion of this contract. If the contract is terminated in the above manner, the Contractor shall have no claim for compensation against the Owner. the Owner shall have the right to engage any other Contractor to complete the work and any extra cost incurred by the Owner to get the work completed in all respect will be realized from the pending bill(s) and/or E.M.D. and/or Retention Money and/or Security Deposit and/or any Bank Guarantee(s) of the original Contractor for this contract or any other contract under WBSDEL.

12. TERMINATION OF CONTRACT:

- 12.1) If the contractor neglects or fails to provide the service or fails to provide the service within scheduled time as per the contract and the time to time instruction, the Company shall have right to terminate the order/letter of intent after giving notice in writing to the contractor. If the contractor fails, after 14 (fourteen) days of such notice, to proceed with the work in the manner notified, the Company shall terminate the contract with the rights to impose penal measures.
- 12.2) In that case the Company may engage other contractors to provide the service. Additional involvement, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and security money. If the contract is terminated as above, the contractor shall have no claim for compensation against the Company for any loss or deterioration of any materials that he may have collected or engaged or entered into on account of the work.

13. FORCE MAJEURE:

The Contractor shall not be liable to pay any liquidated damage for reasons of force majeure such as acts of God, acts of the public enemy, acts of Governments, fire, flood, epidemics, quarantine restriction, strikes etc.

The Company shall not be responsible or liable to pay any compensation for any interruption in your work at the site due to strike, lockout, riot, earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. The Company shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work. The incident of the Force Majeure shall have to be reported to the Controlling officer within 6 (six) hours from the occurrence of such Force Majeure.

14. ENGINEER'S DECISION:

Controlling Officer's decision is final in respect of all matters including the granting or withholding of certificates.

If, in the opinion of the contractor, a decision made by the Controlling Officer is not in accordance with the meaning and intent of the contract, the contractor may file with the Controlling Officer, within 7 (seven) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Controlling Officer's decision and the decision shall become final and binding.

15. LANGUAGE AND MEASUREMENT:

All documents pertaining to the contract including schedule notices, correspondences, operating and maintenance instruction, or any other writings be written shall be in English language. The metric system measurement shall be used exclusively in this contract.

16. SETTLEMENT OF DISPUTES:

All disputes concerning question of act arising under the contract shall be decided by the WBSEDCL on receipt of written appeal by the contractor. Any dispute or differences arising out of or in connection with this contract shall to the extent possible be settled amicably. However, the Calcutta High Court shall have exclusive jurisdiction in all matters arising under the Contract including settlement of disputes.

17. Currency of the contract:

The contract shall be denominated in Indian Rupee only (INR).

18. GST:

GST shall be allowed over and above the quoted amount at the prevailing rate & applicable value.

19. SAFETY RULES:

To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement as made by WBSEDCL shall have to be properly managed.

Notwithstanding the above clauses there is nothing in those to exempt the bidder from the operations of any other Act or Rule in force in the Republic of India.

All storage, handling & use of flammable liquids, if required shall be under the supervision of responsible persons.

First aid arrangements as provided by WBSEDCL shall be monitored and supervised throughout the whole of working hours. Replacements, whenever required shall be intimated in advance to the Controlling Officer

a) Reporting of Accident:

All accidents, major or minor, must be reported immediately to WBSEDCL and the contractor will provide first aid to the injured person immediately. The injured person shall report to the First Aid Station along with the 'Injured on work' form as per Appropriate proforma, duly filled in quintuplicate and submit to the Medical Officer of the First Aid Station.

b) Serious Injuries:

In case of serious injuries, the following procedure shall be adopted by the contractor.

To provide first aid at his own First Aid Station.

To take the injured person to the hospital along with the 'Injured on work' form duly filled in

To report the accident to WBSEDCL.

Fatal Accident-Fatal accidents must be reported immediately to WBSEDCL as well as to the Police.

c) Penal Action:

Failure to observe the Safety Rules will make the contractor liable to penal action by way of suspension of work and termination of contract.

20 SUBMISSION OF INDEMNITY BOND

The successful bidder shall have to submit an Indemnity Bond to WBSEDCL on non-judicial stamp paper of appropriate value in prescribed format as annexed with this bid within 14 days of receipt of AMC.

Section-VI
ANNEXURES

PROFORMA OF LETTER OF UNDERTAKINGS (To be submitted by the Bidder along with his Bid) (To be executed on non-Judicial stamp paper of requisite value)

Ref.....

Date.....

To

Dear Sir,

1. I/We* have read and examined the following Bidding Documents relating to the (full scope of work).

a) Notice Inviting Tender

b) "Invitation to Bid" (INV), "Instruction to Bidders (ITB)", "General Conditions of Contract (GCC), Scope, and other conditions of contract.

2. Technical Specification.

a) and relevant Drawings.

3. I/We* hereby submit our Bid and undertake to keep our Bid Valid for a period of 120/180* days from the date of opening price bid. I/We* hereby further undertake that during said period I/We* shall not vary alter or revoke my/our Bid.

This undertaking is in consideration of WBSEDCL, agreeing to open my/our* Bid and consider and evaluate the same for the purpose of award of Work in terms of provisions of clause entitled "Award of Contract" under Section "Instruction to Bidders (ITB)" in the Bidding Documents. Should this Bid be accepted, I/We* also agree to abide by and fulfill all the terms and conditions of provisions of the above mentioned Bidding Documents.

Signature along with Seal of Co.....

(Duly authorized to sign the Tender on behalf of the Contractors)

Name.....

Designation

Name of Co.....

(IN BLOCK LETTERS)

WITNESS

Signature.....

Date.....

Name & Address.

Telegraphic Address.

Telephone No. Fax No.....

E-mail.....

***Strike out whichever is not applicable**

**PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT /FACILITIES
(TO BE GIVEN BY BANKER OF BIDDER)****BANK CERTIFICATE**

This is to certify that M/s. (FULL NAME AND ADDRESS) who are submitting their Bid to against their tender specification vide Ref. No..... and date..... is our customer for the past years.

Their financial transactions with our bank have been satisfactory. They enjoy the following fund based and non fund based limits including, guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

| SI. No. | TYPE OF FACILITY | SANCTIONED ON DATE | UTILIZATION AS ON DATE |
|----------------|-------------------------|---------------------------|-------------------------------------|
| | | | |
| | | | |

This letter is issued at the request of M/s.....

Sd/-

Name of Bank.....

Name of authorized Signatory.....

Designation

Phone No.....

Address.....

SEAL OF THE BANK

DEVIATION SHEET**Tender Notice No. ZMK/SCADA/AMC/e-Tender/21-22/02****Date :21.05.2021**

- | |
|--|
| 1. If the proposal has got any deviation from the Technical Specification, the tenderer shall tabulate those deviations here clause by clause. |
|--|

| Sl. No. | Clause No. | Description | Deviation offered | Remarks |
|---------|------------|-------------|-------------------|---------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

- | |
|--|
| 2. If the proposal has got any deviation from the requirement of the commercial terms specified, tenderer shall tabulate those deviations here clause by clause. |
|--|

| Sl. No. | Clause No. | Description | Deviation offered | Remarks |
|---------|------------|-------------|-------------------|---------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Signature with Seal

NOTE : A complete list of deviation from the scope of work shall be clearly indicated. Similarly, if any departure, commission of substitution from stipulated specifications is made, this fact should be clearly indicated with reasons.

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

Deviation mentioned anywhere in the bid will not be accepted.

WBSEDCL have the absolute discretion to summarily reject the bid with any deviation.

PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

In the case of a Proprietary Concern:

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

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

In the case of a Partnership Firm:

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

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

In the case of a Company:

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

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

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

Signature with date & seal of the Bidder

Annexure-V

PROFORMA OF AGREEMENT

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

ARTICLES OF AGREEMENT MADE this day ofin the year between WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), a statutory body constituted by the Govt. of West Bengal having its Head Office at "Vidyut Bhavan", Block-DJ, Sector-II, Salt Lake City, Kolkata-700091, hereinafter referred to as the "WBSEDCL" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART.

AND

..... hereinafter referred to as the "Contractor" (which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and permitted assigns) of the OTHER PART.

WHEREAS the WBSEDCL invited tender vide Tender Notice No..... (annexed hereto) for "....."

AND WHEREAS in pursuance of such invitation for tenders the Contractor submitted a tender vide no. dt..... the Techno-commercial part of which was opened on and the Price bid was opened on (the tender offer is in custody of WBSEDCL at present).

AND WHEREAS AFTER consideration of the tender submitted by the Contractor, with clarification(s), WBSEDCL accepted the said tender submitted by the Contractor and placed Letter of Award no.

NOW THEREFORE, WBSEDCL and the Contractor agree as follows:

1. The Contractor agrees to undertake the work of..... "as per Letter of Award no dt referred to above.
2. WBSEDCL agrees to pay the contractor as per the Letter of Award no dt..... referred to above.
3. Both the Contractor and WBSEDCL agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata.

IN WITNESS WHEREOF the parties have hereunder affixed their signature, on the day, the month and year written as above.

SIGNED, SEALED AND DELIVERED

.....
Contractor
.....
Witness
.....
Witness

.....
WBSEDCL
.....
Witness
.....
Witness

SPECIMEN COPY OF INDEMNITY BOND

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

BY THE PRESENT INDEMNITY BOND EXECUTED by me/us on thisDay of20.....
I/We having Registered Office/residing at

..... (herein after called "OBLIGOR/ OBLIGORS" which expression shall mean and includes my/our successors legal representatives, assigns) do hereby binds myself /ourselves and also our company/firm

after having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited, a government undertaking company within the meaning of sec. 617 of the Company's Act, 1956 having registered office at Bidyut Bhavan, Block-DJ, Sector-II, Salt Lake City, Kolkata - 700091 (hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns.

Whereas OBLIGOR/OBLIGORS has/have been awarded to execute the job/works under letter no.....dated issued by the OBLIGEE after having observing necessary formalities, the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job/works will be/likely to be done in places covered under Employees' State Insurance Act (ESI) and/or the Employee Compensation Act, 1923 (W. C. Act) and/or other laws relating to the Labour Management and Welfare.

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

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

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGORS.
2. THAT the OBLIGOR/OBLIGORS will take/adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT the OBLIGOR/OBLIGORS undertakes/undertake to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or non-managerial or any other capacity in the area covered under Employee' State Insurance Act, 1948 who has/have insurance coverage within the meaning of Employees' State Insurance Act and further undertakes NOT to engage any person in the area covered under Employees State Insurance Act., who does / do not has / have insurance coverage within the meaning of Employees' State Insurance Act, 1948.
4. That the OBLIGOR/OBLIGORS further undertakes/undertake to engage only those labour, worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act 1948, who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGOR / OBLIGORS.
5. THAT the OBLIGOR/OBLIGORS undertakes/undertake to Indemnify and keep harmless the OBLIGEE from all claims, action, proceedings and of risk, damage, danger to any person whether belonging to/or not belonging to OBLIGOR / OBLIGORS.
6. THAT the OBLIGOR/OBLIGORS shall keep harmless the OBLIGEE from all claims, compensation, damages, any proceedings in respect of any of its employee/workmen under the Employee Compensation Act. Act or any other laws for the time being in force.
7. THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Employee Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGORS is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGORS.

8. THAT, if at any time, due to exigency, the OBLIGEE i.e. the West Bengal State. Electricity Distribution Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGOR/ OBLIGORS or for any other reason, the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR/OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR/OBLIGORS.
9. THAT the OBLIGOR/OBLIGATOR is/are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/OBLIGATOR.

SIGNED AND DELIVERED BY
THE OBLIGOR/OBLIGORS

Signature

WITNESS:

1) Name, Designation

Signature

2) Name, Designation

Signature