

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A GOVERNMENT OF WEST BENGAL ENTERPRISE)

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CIN: U40109WB2007SGC113473



NOTICE INVITING e-TENDER (NleT)

for

Finalization of Rate Contract for integration of Artificial Intelligence (AI) enabled Meter Reading service with WBSEDCL's in-house Spot Billing Mobile Application for a period of (3) three years

Tender Notice No: WBSEDCL/IT&C/33.10(MBC)/ 1101

Dated:

19/2/25

Tender Fee: NIL

19/02/2025

Chief Engineer
IT & C Cell
WBSEDCL

DISCLAIMER

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

WBSEDCL's shall incur no liability under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the Tender Document. WBSEDCL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document. WBSEDCL is not bound to accept any or all the tenders and reserves the right to reject any or all tenders without assigning any reasons. No applicant shall have any cause of action or claim against WBSEDCL or its officers, employees, advisors, agents, successors or assignees for rejection of tender.

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Abbreviations

| SL No | Abbreviation | Elaboration |
|-------|--------------|--|
| 1 | API | Application programming interface |
| 2 | AI | Artificial Intelligence |
| 3 | BG | Bank Guarantee |
| 4 | BOQ | Bill of Quantities |
| 5 | CA | Certifying Authority |
| 6 | CCA | Controller of Certifying Authorities |
| 7 | CIN | Corporate Identification No |
| 8 | DSC | Digital Signature Certificate |
| 9 | EMD | Earnest Money Deposit |
| 10 | ESI | Employees' State Insurance |
| 11 | FIR | First Information Report |
| 12 | GC | General Conditions |
| 13 | GST | Goods and Services Tax |
| 14 | IB | Instruction to Bidder |
| 15 | INR | Indian rupee |
| 16 | IT Return | Income Tax Return |
| 17 | IT&C | Information Technology & Communications |
| 18 | LD | Liquidated Damage |
| 19 | LOA | Letter of Award |
| 20 | LOI | Letter of intent |
| 21 | MEITI | Ministry of Electronics and Information Technology |
| 22 | MS Office | Microsoft Office |
| 23 | NEFT | National Electronic Funds Transfer |
| 24 | NleT | Notice Inviting e-Tender |
| 25 | PAN | Permanent Account Number |
| 26 | PBG | Performance Bank Guarantee |
| 27 | PDF | Portable Document Format |
| 28 | PF | Provident Fund |
| 29 | PSSA | Payment and Settlement Act |
| 30 | PSU | Public Sector Undertakings |
| 31 | PT | Professional Tax |
| 32 | QR Code | Quick Response Code |
| 33 | RBI | Reserve Bank of India |
| 34 | RTGS | Real Time Gross Settlement |
| 35 | SBI | State Bank of India |
| 36 | SW | Scope of Work |
| 37 | TC | Terms & Conditions |
| 38 | UAT | User Acceptance Testing |
| 38 | WBERC | West Bengal Electricity Regulatory Commission |
| 39 | WBSEDCL | West Bengal State Electricity Distribution Company Limited |

Section: 1

Instruction to Bidder [IB]

IB.1 Source of Fund:

WBSEDCL will finance the portion of work required to be executed by WBSEDCL as stipulated under the scope of work in the bid documents. The bidder will be responsible for their part.

IB.2 Scope of Work:

The selected service provider is to provide Artificial Intelligence enabled online Meter Reading solution through Application Programming Interface (API) to be integrated with WBSEDCL's in-house Spot Billing Mobile Application for a period of (3) three years. To provide that AI-enabled Meter Reading Service, they should have a centralized AI-enabled processing system where Meter Images will be processed on their centralized system only to provide the meter reading particulars.

It is to be noted that the total number of consumers under the jurisdiction of WBSEDCL is 2.2 crores in respect of L&MV consumers having contractual load of less than 50 KVA. As most of the consumers are under quarterly billing system, presently average Monthly 70 lacs consumers' bills are being raised through the Spot Billing system. It is also to be noted that the Smart Meter project is under process. Whenever Smart Meters are installed at the consumer's premises and reading against those meters are taken through online, those consumers will not be covered under the Spot Billing system.

The detailed scope of work is indicated in section 2 (SW) of the Bid documents.

IB.3 Eligibility of Bidders:

Following are the credentials for eligibility of Vendors:

- i) Average annual turnover of a minimum of **Rs. 4.5 Cr. (four cr. and fifty lacs)** during the financial year **2020-21, 2021-22, and 2022-23 or financial year 2021-22, 2022-23, and 2023-24.** Annual audited financial reports for financial years **2020-21, 2021-22, and 2022-23, or financial years 2021-22, 2022-23, and 2023-24** are required to be submitted in respect of bidders for whom audit of accounts is mandatory. For those bidders, whose audit of accounts is not mandatory, they shall submit the Tax Audit Report for the above-stated period.
- ii) Tender submitted by any Bidder who has been holiday-listed / black-listed by any State Electricity Distribution Company/Power Sector Company/State Government/Central Government/State & Central Undertakings and/or convicted by a Court of law will be rejected.
- iii) Bidder needs to have past experience in the handling of AI-enabled Meter reading solutions in utility sector(s) mentioned in Clause IB.2 Scope of Work for contract(s) during the last three years between 2021-22 and 2023-24 and must have prior experience in providing AI-based solutions capable of processing of 5 lakh consumers per month within government, central or state, or PSUs or Govt. undertakings or reputed private sectors, within the electricity utility sector and also Bidder should have at least CMMI level 3 (Certificate to be submitted) for software development and firmware development projects.
- iv) Valid PAN Registration & Valid Professional Tax Registration (if applicable), the certified copies are to be submitted.
- v) Copy of IT Return of the last three years are to be submitted by the Bidder i.e. for assessment years **2021-22, 2022-23, and 2023-24.**
- vi) The bidder will have the capacity of a software development team or for the required business solution. Documents in support of ownership of AI based software need to be provided along with minimum CMMI Level 3 certificate.
- vii) Valid Goods and Services Tax (GST) Registration details are to be submitted by the Bidder.

- viii) GST returns for the years **2022-23 & 2023-24** are to be submitted by the bidder. Up-to-date filing of GSTR-1 and GSTR-3B are to be submitted.
- ix) Valid & relevant Trade License (if applicable) is to be submitted by the Bidder.
- x) Valid PF Registration / ESI Registration (if applicable) are to be submitted by the Bidder.
- xi) The bidder should have its registered office in India & at least one site office in and around Kolkata, West Bengal for providing necessary support for AI-enabled Meter reading service. If a site office already exists in and around Kolkata self-declaration for the same need to be provided mentioning the detailed office address otherwise the details of the site office need to be provided by the selected bidder prior to placement of the LOA (Letter of Award)/contract. If office does not exist at Kolkata, then the same must be opened at Kolkata within 30 days from the date of execution of Contract agreement. In that case Bidder must submit an Undertaking regarding the same and Address of office at Kolkata along with Telephone No, Fax and Contact person's identity need to be provided.
- xii) The bidder must have valid ISO 27001 certificate.
- xiii) Bidder has to provide a live demonstration of POC during Techno-commercial evaluation.

IB.4 Responsibilities of Bidders:

- a. It shall be sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work.
- b. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Claim whatsoever including those for financial adjustment to the contract awarded under these specifications and documents will not be entertained by WBSEDCL. Neither any change in time schedule of contract nor any financial adjustments arising thereof shall be permitted by WBSEDCL, which are based on the lack of such clear information or its effect on the cost of the Contract to the Bidder.
- c. The bid shall include all the information as per the bid document.
- d. Submitted documents need to be specific as per requirements; irrelevant documents should not be uploaded by the bidder.
- e. One bidder is allowed to submit only one bid in response to this tender document. No bidder is allowed to submit two or more bids.
- f. In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid well in advance of the last date and time of submission of the bid.

IB.5 General Guidance for e-Tendering:

Instructions/Guidelines for electronic submission of the tender have been mentioned below for assisting the bidders to participate in e-Tendering.

IB.6 Registration of bidder:

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

IB.7 Digital Signature Certificate (DSC):

Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders. The bidder can search and download NleT & Tender Documents electronically from the website mentioned in **IB.6** using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

IB.8 Cost of Bidding:

The bidder shall bear all costs associated with the preparation and submission of his bid including pre-bid, post-bid discussions, technical and other presentations, etc., and **in no case** shall WBSEDCL be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

IB.9 Clarification of Bidding Documents:

Should there be any discrepancy or, obscurity in the meaning of any clauses of the Tender Documents or, if there be any query of the intending Bidder, the same may be clarified during the pre-bid discussion. The clarification given in the pre-bid discussion shall be final and binding on the Bidder and no further queries shall be entertained thereafter.

IB.10 Pre-Bid Discussion:

- A. The bidder or its official representative is invited to attend the pre-bid meeting which will take place at WBSEDCL Headquarters, Vidyut Bhavan, Kolkata, on the date and time specified in **Clause No. GC8 & GC10 of Bid documents**. The purpose of the meeting will be to clarify the exact scope of work, and any issues regarding the bidding documents in general and the technical specifications in particular which are raised at that stage.
- B. Any modification/amendment of the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by WBSEDCL exclusively through the issue of an amendment pursuant to clause **IB.11**.
- C. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidder(s) but at the same time shall not entitle them to raise any query at a later date.

IB.11 Amendment / Addenda of Bidding Documents:

- a) At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason, modify the bidding documents by the issuance of an addendum/amendment. Such addendum/amendment will be hosted on the website of WBSEDCL i.e. www.wbsecl.in as well as on the website <https://wbteners.gov.in>.
- b) The amendment will be notified in writing **through the e-tendering website (<https://wbteners.gov.in>) OR on the WBSEDCL website** to prospective bidders and will be binding on them. Bidders should keep track of any such amendment and it will be assumed that the information contained therein has been taken into account by the bidder in its bid. if any, related to this NIEt on the WBSEDCL's website. The downloaded amendment/addenda is to be uploaded at the concerned location mentioned at **IB.18.2.A3**. It will be assumed by default that the information contained therein will have been taken into account by the Bidder in its bid and Failure to comply with this condition will be the Bidder's responsibility and WBSEDCL will not take any liability or responsibility in this score.
- c) In order to provide a reasonable time to prospective bidders for taking the amendment into account in preparing their bids, WBSEDCL may, at its discretion, extend the deadline for the submission of bids. In such cases, WBSEDCL will notify about the extended deadline to all the prospective bidders in writing through the e-tendering website (<https://wbteners.gov.in>).

Such amendments, clarifications, etc., shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and also invariably submit such documents as mentioned in clause **IB.18** part of the bid, which shall form an integral part of the contract.

IB.12 Language of the Bid:

The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and WBSEDCL, shall be written in **English language**.

IB.13 Bid Prices:

- a. The Bidder shall quote in the appropriate schedule of **BOQ**. “in **Indian Rupees only**” for the entire scope of work covered under the bidding document and also the services to be rendered under the contract. The bidder shall also furnish the price break up in the appropriate schedules of bid form. The detailed Process for downloading and submitting Price Bid is mentioned in **IB.18.3**
- b. “FIRM PRICES” should be quoted for all the items. There will be no price variation for any reason whatsoever during the contract period as per the scope of work of this contract. Therefore, the bidder will not be allowed to get any escalation of price against this contract.
- c. The Bidder shall offer price strictly as per column mentioned in the price bid sheet only (available in ‘BOQ’ Folder at the website <https://wbtenders.gov.in> through pre-defined MS Office Excel format) duly filling up all the relevant columns. **Price offered in any other shape or form or Folder other than ‘BOQ’ will not be considered and the concerned bid submitted by the bidder will be liable for cancellation.**

Downloading and uploading of Price Bid is to be done as mentioned in **IB.18.3**.

IB.14 Documents comprising bid:

- a. The bidder shall complete the bid form separately for technical and price bids. Submission of Bid is mentioned in clause **IB.18**.
- b. The Bid Guarantee shall be furnished in accordance with clause **IB.16**.

IB.15 Period of validity of Bid:

1. Offered bids (both technical & price) shall remain valid for a period of **180 (One hundred eighty)** days after the date set for opening of **Bid (part 1)**.
2. Prior to the expiry of the original validity period, WBSEDCL may request an extension in the period of validity to the selected bidder(s) only. Bidders agreeing to that request will not be required nor permitted to modify their respective bids, but will be required to extend the validity of their Bid Securities correspondingly. The provisions of **IB.16** regarding discharge and forfeiture of Bid Security shall continue to apply during the extended period of bid validity.

IB.16 Earnest Money Deposit [Bid guarantee]:

- a. All bids must be accompanied by refundable earnest money, as a “Bid Guarantee”. The bid shall be considered non-responsive if the earnest money is not submitted along with the bid.
- b. As mentioned in clause **GC9** bid guarantee of **INR 21,00,000/- (Twenty One Lac only)** shall be submitted through Bank Guarantee (BG) or online mode on the e-tender website <https://wbtenders.gov.in>.
- c. No interest will be payable by WBSEDCL on the above Bid Guarantee.

d. Payment Method for EMD:

Following points shall be noted in this regard:

1. A bidder desirous of taking part in a tender invited by Offices of WBSEDCL shall login to the e-Procurement portal of Government of West Bengal <https://wbtenders.gov.in> using his/her login Id and password.
2. **EMD amount** can be paid either in online mode or submitted through Bank Guarantee (BG) in full. Partial payment through online mode and remaining submission through BG is not allowed.
3. The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:

i) Net-banking through Payment Gateway:

E-payment can be made on the e-tender website <https://wbtennders.gov.in> through net-banking payment mode.

ii) RTGS/NEFT Payment:

On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use pre-filled information to make RTGS/NEFT payments using his bank account. Once the payment is made, bidder will come back to the e-Procurement portal to continue the bidding process after the expiry of a reasonable time to enable the RTGS/NEFT process to be completed.

iii) Submission of EMD through BG:

For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload the scanned copy of BG in EMD exemption document upload section. Physical copy of BG shall be submitted **at the office address mentioned in GC.20** of tender inviting authority within the timeline given as per **GC.8**.

4. General Instructions for Online Payment:**a) Net-Banking:**

- i) The bidder can pay the EMD amount using net-banking mode through any bank available at e-payment gateway of e-tender site.
- ii) Once Net-banking mode is opted for payment, the bidder will have to mandatorily pay through Net-banking facility.

b) NEFT-RTGS:

- i) Status of NEFT/RTGS payment through Challan for a bid may take time to be updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- ii) In case, the actual EMD amount as per NleT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
- iii) The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of the tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

5. General Instructions for EMD submission through BG:

- i) Earnest Money Deposit may be submitted through an irrevocable Bank Guarantee (BG) prepared in favor of WBSEDCL from any scheduled bank of RBI.
- ii) Issue date of BG shall be after NleT publication date.
- iii) BG shall be submitted as per the format in **ANNEXURE-2**.
- iv) WBSEDCL Bank Details for preparation of BG for EMD are as follows:
Beneficiary Name: West Bengal State Electricity Distribution Company Limited (WBSEDCL)
Bank: Punjab National Bank
Branch: Mayukh Bhavan
A/C No: 1096202100000241
IFSC code: PUNB0109620
- v) Original copy of BG for Earnest Money Deposit shall be submitted **at the office address mentioned in GC.20** of tender inviting authority within the timeline given as per **GC.8**. Scan copy of BG for EMD is also uploaded in the e-tender site as per clause **IB18.2**.

- vi) Original BG i.r.o EMD shall be submitted in a sealed envelope at the address as stated above within the date and time as specified in the NleT. If the bidder fails to submit the original BG within the timeline specified in NleT, the bid will not be considered for evaluation and hence rejected.
- vii) The EMD in the form of a **Bank Guarantee (BG)** shall be valid for a **period of 180 (one hundred and eighty) days** from the date of opening of **bids (part-1)** with a **claim period of three (3) months** thereafter. The EMD shall be extended during the course of the evaluation of the bid if requested by WBSEDCL.

6. Refund/Settlement of EMD Amount:

- i) The bid guarantee of unsuccessful bidders, if submitted through e-payment or challan generated through the e-tender website, will be refunded automatically, through an automated process, by the NIC portal on receipt of the updated status of any bid from WBSEDCL.
 - ii) The Bid Guarantee of unsuccessful bidders, if submitted through Bank Guarantee, will be returned against their written claim made to the Chief Engineer (IT&C Cell), WBSEDCL, giving the reference to the NleT, date of tender, amount, and mode of Earnest Money deposited – all in a complete form, after placement of an order on the successful bidder/bidders.
 - iii) For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and submission of Performance Bank Guarantee as per respective clauses in NleT. The successful bidder shall submit one letter addressed to Chief Engineer (IT&C Cell), WBSEDCL giving reference of NleT, date of tender, amount, mode of earnest money deposited and details of Performance Guarantee for requesting refund/return of EMD amount or bank guarantee, as applicable. The selected bidder(s) may have to extend the validity of the Bid Guarantee till the Contract Performance Bank Guarantee is accepted by WBSEDCL.
 - iv) The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of the tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
 - v) For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/13 since the payment gateway facility used by the E-tender portal is presently maintained by ICICI.
- e. Successful bidder(s) shall have to mandatorily create vendor id through **WBSEDCL Vendor Corner at www.wbsedcl.in**, if not created earlier.
- f. WBSEDCL will reject any bid not secured in accordance with the paras above.
- g. The bid guarantee shall be forfeited:
- i. If during the period of bid validity, the bidder withdraws its bid as a whole or in part as per Clause **IB.21**.
 - ii. If the bidder(s) deviates from any clarification/confirmation given by them subsequent to submission of his bid.
 - iii. If successful bidder(s) fail(s) to extend the validity period of EMD as per “Earnest Money Deposit” Clause of bid document.
 - iv. In the case of selected bidder, if the bidder fails:
 - 1. To accept the LOI (Letter of intent) /LOA (Letter of Award) of the contract unconditionally within 15 days of issuance of LOI/LOA
 - 2. To furnish contract performance guarantee/ additional performance bank guarantee as stipulated in **PBG** clause of bid document.
 - v. If any cartel is formed by the bidder in their quotation.

IB.17 Signing of Bids:

- 17.1 All documents uploaded/downloaded to/from the e-tendering web portal <https://wbtenders.gov.in> need to be digitally signed through a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.
- 17.2. To be qualified for evaluation and finalization of the contract, bidder/bidders shall submit a written power of attorney, authorizing the signatory of the bid to act on behalf of the bidder in the form and manner which is acceptable by WBSEDCL.
- 17.3. All the pages of the bid and where entries/ amendments have been made, should be signed by the person/persons signing the bid.
- 17.4. The complete bid should be without alterations, interlineations, or erasers, except those to accord with instructions issued by WBSEDCL or as necessary to correct errors made by the bidders. Such corrections should be initialed by the person/persons signing the bid. Bids not duly signed will be treated as canceled.

IB.18 Submissions of Bids:**IB.18.1 General Process of Submission**

- a) Tender documents 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. Bidders 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.
- b) Tenders are to be submitted in **two parts - one is Technical Proposal and the other is Financial Proposal**.
- c) Documents for Technical Proposal are to be submitted at pre-defined folders. Pre-defined .xls format of Price bid under the financial proposal is to be submitted at pre-defined folder named: **BOQ. Price offered in any other shape or form or any other Folder other than 'BOQ' will not be considered and concerned bid submitted by the bidder will be liable for cancellation.**
- d) The Bidders 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.
- e) The bidder needs to download the Forms / Annexures, fill up the particulars in the designated Cell and upload the same in the designated location of the Technical Bid.
- f) The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

IB.18.2 Technical Proposal (Part-1)

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

A. "Statutory Cover": Fee/Prequal/Technical (All signed Copy is to be submitted)

Under Statutory Cover, the following technical documents need to be submitted.

A.1 To be submitted in Annexures and Forms folder

Earnest Money Deposit (EMD): If EMD is submitted through Bank Guarantee (BG), the following details are to be submitted:

- i) **Scanned** copy of Bank Guarantee (BG) towards EMD in the format as prescribed in **Annexure 2** of NleT, in favour of WBSEDCL payable at Kolkata from any scheduled Bank of RBI. The issue date of BG shall be after NleT publication date. This clause will be applicable only for cases where Earnest Money Deposit (EMD) has been submitted through BG.
- ii) **The contact** details (communication address, mobile No. and email address) of the branch of the concerned Bank where the Bank Guarantee is issued are to be submitted.

A.2 To be submitted in Annexures and Forms folder

- I) Bid Proposal (Vide Annexure 1)
- II) Blank Format of Proforma for bank guarantee for contract performance (Vide Annexure4)
- III) Deviation sheet (Vide Annexure 3)
- IV) Price Schedule in Un-priced condition (Vide Annexure 5)
- V) Blank Contract Agreement format (Vide Annexure 6) as mentioned in clause IB.30.

A.3. To be submitted in Annexures and Forms folder

- I) Notice Inviting e-Tender (NleT)
- II) Addenda/Corrigenda: if published

A.4. To be submitted in Annexures and Forms folder**a) Schedule of Bid**

The bidder needs to download the form for "Schedule of Bids" (**Vide Form-I**), fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. Submission of incomplete "Schedule of Bids" will render the tender liable to summary rejection.

b) Check List (Vide Form-II**).**

- c) Summary statement (**Vide Form-III**) of average annual turnover for a period of the last three financial years i.e for the financial year **2020-21, 2021-22, and 2022-23 or financial year 2021-22, and 2022-23, and 2023-24** as per certified copy audit report in respect of bidders for whom audit of accounts is mandatory and tax audit report in case of those bidders whose audit of accounts is not mandatory.
- d) Statement of orders executed during the last three financial years (**Vide Form-IV**) i.e. for financial years **2020-21, 2021-22, and 2022-23 or financial year 2021-22, 2022-23, and 2023-24**.
- e) Proforma for undertaking to be submitted by the Bidders (**Vide Form-V**)

Note: Bidders are to keep track of all the Addendum/Corrigendum issued with this particular tender and upload all the above digitally signed along with the NleT. Tenders submitted without the Addendum/Corrigendum will be treated as informal and liable to be rejected.

Only downloaded copies (Except Scan copy of BG to be uploaded in the "Drafts folder" as EMD) of the above documents are to be filled up, virus scanned, digitally signed & uploaded by the bidder

B. Non-Statutory Cover (To be submitted in Others folder): All Certificates are to be self-attested by the signing authority.

B1. Company Details:

- I) Copy of **CIN (Corporate Identification No)** & Certificate of Incorporation
- II) Power of attorney for being the signing authority of the bid.

B2. Certificates:

1. Copy of Valid PF Registration Certificate and ESI Registration Certificate (if applicable)
2. Copy of Valid copy of PAN Card.

3. Copy of Valid Goods and Services Tax (GST) Registration certificate
4. Copy of Valid Trade License if applicable
5. Copy of Valid Professional Tax Registration certificate (if applicable)
6. Copy of returns for IT filed during last three years i.e. for assessment years **2021-22, 2022-23, and 2023-24.**
7. GST returns for the years **2022-23 & 2023-24** are to be submitted by the bidder. Up-to-date filing of GSTR-1 and GSTR-3B are to be submitted.
8. Copy of ISO: 270001 certificates.

B3. Financial Info:

Average annual turnover of minimum of **Rs. 4.5 Cr. (four cr. and fifty lacs)** during the financial year **2020-21, 2021-22, and 2022-23 or financial year 2021-22, 2022-23, and 2023-24.** Annual audited financial reports for financial year **2020-21, 2021-22, and 2022-23 or financial year 2021-22, 2022-23, and 2023-24** are required to be submitted in respect of bidders for whom audit of accounts is mandatory. For those bidders, whose audit of accounts is not mandatory, they shall submit the Tax Audit Report for the above stated period.

B4. Credential:

| Sl No | Requisite Credential | Requisite Support document |
|-------|---|---|
| 1 | Tender submitted by any Bidder who has been holiday-listed /black-listed by any State Electricity Board/Power Sector Company/ State Government/ Central Government/State & Central Undertakings and / or convicted by a Court of law will be rejected. | Self-Declaration from the Bidder with signature of authorize signatory of the bidders with company/ organization common seal. |
| 2 | Bidder needs to have past experience in the handling of AI-enabled Meter reading solutions in utility sector(s) mentioned in Clause IB.2 Scope of Work for contract(s) during the last three years between 2021-22 and 2023-24 and must have prior experience in providing AI-based solutions capable of processing of 5 lakh consumers per month within government, central or state, or PSUs or Govt. undertakings or reputed private sectors, within the electricity utility sector. | <p>a) Copy of order / agreement.</p> <p>b) Satisfactory completion certificate/ performance certificate from the ordering authority mentioning order reference number.</p> <p>c) Pro-rata financial and physical progress certified by the ordering authority in case of running project.</p> |
| 3 | The bidder having its registered office in India & at least one site office in and around Kolkata, West Bengal for providing necessary support for AI enabled Meter reading service. If site office already exists in and around Kolkata OR The details of the site office need to be provided by the selected bidder within the one month from the date of placement of the LOA (Letter of Award)/contract. | Self-declaration stating name and address of the office if already exists in and around Kolkata OR Undertaking of authorize signatory of bidders with companies' common seal. |

Note: Failure of submission of any one of the above-mentioned documents may lead to rejection of the tender document.

IB.18.3 Financial Proposal (Part-2)

- a) The financial proposal needs to be submitted as per the pre-defined standardized formats in **one folder named "BOQ" under the main folder "Finance"**. The bidder is to upload the downloaded predefined Price Bid (MS Excel format) only with filled-up amounts in specified fields. The bidder will not be allowed to upload any Techno-commercial terms and conditions in the 'Price Bid' offer/ BOQ. Any deviation taken in the Price part shall not be accepted.

To be submitted in "BOQ" folder

The bidder is to quote the rate in the blank spaces marked for quoting rate in the **BOQ**.

Only downloaded copy of the BOQ is to be filled up, virus scanned, uploaded and digitally signed by the bidder. Any deviation in the format, content (Other than entry of the quoted price at the desired blank spaces) of the Price bid/BOQ will lead to rejection of the tender.

IB.19 Deadline for submission of Bids:

- a. Bids must be submitted by bidder within the time and date mentioned in **GC8** of bid document.
- b. WBSEDCL may, at its discretion, extend the deadline for submission of bids by issuing an addendum in website of WBSEDCL, in which case all rights and obligations of WBSEDCL and bidders previously subject to the original deadline shall thereafter be subject to the new deadline.

IB.20 Late Submission of Bids:

Bidder shall take all possible measures to submit the online bid within the schedule date & time prescribed elsewhere in the bidding document. Late submission of bid and supporting documents for whatever reason will not be accepted.

IB.21 Withdrawal / modification of Bids:

- a) In the e-tendering process, the bidder may withdraw / modify his bid after submission of bid, prior to bid submission end date & time. No withdrawal/modification will be allowed at the submitted bid after bid submission end date & time under any circumstances.
- b) Withdrawal request, of a bid during the interval after Bid submission end date & time and the expiry of the period of bid validity specified in the tender document shall result in the forfeiture of the bid guarantee.

IB.22 Bid Opening:

1 Opening of Technical Proposal

- a) Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated at **GC3**, using their Digital Signature Certificate as per pre-defined schedule mentioned at **GC8**.
- b) Technical proposals for those tenders whose original copies of BG towards tender fee & EMD have been received will only be opened. Proposals corresponding to which original copy of BG towards tender fee & EMD has not been received, will not be opened and will stand rejected.
- c) Cover (Folder) for Statutory Documents (vide Clause **IB.18.2.(A)**) will be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Clause **IB.18.2.(B)**) will be opened. If there is any deficiency in the Statutory Documents, tender may be liable to be summarily rejected.
- d) Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.
- e) Evaluation Procedure described in clause **IB.27**.

2 Opening of Financial Proposal

- a) **Financial proposals i.e. BOQ** of the tenderers declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated **GC3** on the prescribed schedule.

- b) The encrypted copies will be decrypted and the rates will be visible to the bidders on the said website <https://wbttenders.gov.in>

IB.23 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 others 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 bid.

IB.24 Clarification of Bids:

To assist in the examination, evaluation and comparison of bids, WBSEDCL may ask the bidder individually for clarifications of his bid at the appropriate stage of evaluation. The request for clarification and the response thereof shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted.

IB.25 Determination of Responsiveness:

- a) Prior to the detailed evaluation of Bids, WBSEDCL will determine whether the Bid is substantially responsive to the requirements of the bidding documents.
- b) For the purpose of this clause, a substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation or reservation. WBSEDCL's determination of a Bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- c) If a Bid is not substantially responsive to the requirements of the bidding documents, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the Bidder by making any correction.

IB.26 Correction of errors in price Bid (BOQ):

- a) Arithmetical errors in summation, multiplication, inadvertent misplacement of decimal point etc., anywhere in the bid, or any error due to any change/intervention of formulation at the predefined Price Bid will render the tender liable to summary rejection
- b) The amount stated in the Price Bid by the Bidder is final and binding on the bidder. Request for correction against amounts of any heads of Price Bid in any manner after opening of the Technical proposal will not be entertained. Any such request from the Bidder after opening of technical proposal will render the tender liable to be summarily rejected and the Bid Guarantee will be forfeited in such event.

IB.27 Procedure of Evaluation:

Evaluation of tenders will be done in the following steps:

1. Evaluation of Technical Proposal

- a) While evaluating, the Tender Inviting Authority or his authorized representative may call the bidders and seek for clarification of any information or also ask for additional documents or original hard copy of any of the documents already submitted, and if the same cannot be furnished or produced within the stipulated timeframe, their proposals will be liable for rejection.

- b) All Technical proposal documents as specified at the tender will be examined and assessed for the techno-commercial, performance, and management capability of the bidder.
- c) Bidder has to qualify on each & every eligibility criteria mentioned in **clause IB.3**.
- d) **Proof of concept (POC):** Only those bidders who have qualified in the above steps are required to deliver a proof of concept as per the intimation given by WBSEDCL. The dates of POC will have to be strictly adhered to.

The live demonstration of POC shall be arranged at Vidyut Bhaban by the successful tenderers at their own cost. Failure to deliver POC within the specified dates will result in rejection of the Bid.

The POC will have to be demonstrated within a notice of 7 days.

If POC is accepted by the Tender Inviting Authority then the bidder(s) will finally be treated as techno-commercially eligible.

- e) The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded on the web portals. The date of opening of the financial bid will be intimated to the techno-commercially qualified bidders.
- f) The bidder shall not take any commercial deviation from the stipulation of the Bid document. If the bidder takes any commercial deviation, his Bid may be liable for rejection.

2. Evaluation of price bid:

- a) Bidder has to quote a rate per transaction basis against each successful AI-enabled meter reading.
- b) Rate is to be quoted inclusive of all except the GST.
- c) After the opening of the financial proposal, the preliminary summary result containing inter-alia, the name of the bidders, and the rates quoted by them will be uploaded.
- d) The bidder shall indicate the prices clearly under desired heads of respective price schedule. Any deviation in the price bid will render the tender liable to summary rejection.
- e) Bidder's rank will be decided based on the quoted price. In case, quoted rates of bidders are equal then priority for deciding L1 and subsequent ranking of bidder will be governed by turnover of the company for financial year 2023-2024. Accordingly, bids will be serialized from L1 and onwards.
- f) Prior to deciding L1 bidder, the concerned authority of WBSEDCL may seek justification against the quoted price from the L1 Bidder with proper supporting documents. Failing of satisfactory response that particular bid may be rejected.
- g) L1 bidder will be awarded 60% ($\pm 5\%$) of total quantity.
- h) Rest 40% ($\pm 5\%$) will be awarded to any one of remaining bidders provided that the bidder is ready to provide service at L1 rate. For this, WBSEDCL shall approach bidders serially according to their rank as derived from clause IB.27.2.e. In no case shall more than 2 (two) bidders be selected for execution of this contract.
- i) In case, any other bidder does not provide service at the L1 rate then L1 bidder will be awarded 100% of contract quantity. In such case, L1 bidder will be responsible for processing 100% meter images and it will be binding on L1 bidder.

- j) In case, the contract with any of the selected bidders is terminated within the contract period, then total meter images will be routed through the remaining bidder at existing rates till the time decided by WBSEDCL.

IB.28 Acceptance of Tender:

Bidder(s) will be decided on the basis of techno-commercial and price bid evaluation mentioned in clause IB. 27 after satisfying all terms and conditions.

The lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind itself to do so and reserves the right to reject any or all the tenders, without showing any reasons.

IB.29 Taxes, Duties, and Other Levies:

Selected bidder(s) shall be entirely responsible for all prevalent taxes, duties, license fees, etc. incurred for the work. The Selected bidder(s) shall be solely responsible for the taxes that may be levied on the selected bidder(s)'s persons or on the earnings of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the Employer. WBSEDCL does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, 1961 for the selected bidder(s) or his personnel. If it is obligatory under the provisions of the Income Tax Act, 1961 deduction of Income Tax at source shall be made by WBSEDCL. Applicable tax at the prevailing rate would be allowable over & above the quoted price.

IB.30 Acceptance of LOA/ Order & execution of contract Agreement:

- i) The selected bidder/bidder(s) shall submit written unconditional acceptance of LOI/LOA/Order within **15 (fifteen) days** from the date of issuance of the same. In case of non-compliance, WBSEDCL reserves the right to cancel the LOI/LOA/Order & get the job done through the next shortlisted vendor, at their sole discretion.
- ii) Single LOA will be placed on the selected bidder(s) for overall work. **Selected bidder(s) need also to sign a contract agreement with WBSEDCL within 30 days from placement of the LOA** which will also be valid for the faithful and due fulfillment of all obligations under the terms and conditions of the LOA. However, in case of any conflict between the LOA and the said agreement, the terms & conditions of the LOA will prevail.

IB.31 Right to reject Bids:

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

IB.32 Disqualification of Bidders:

Adverse reports/remarks on service against any order from any office under WBSEDCL may disqualify the candidature of the Bidder at any point of time during the processing of the tender.

IB.33 Representative of selected Bidder:

The bidder is to allot a single point of **contact (SPOC) and submit the name and contact details of the SPOC prior to placement of the LOA**. However, a proper escalation matrix along with details of the nodal officer (e.g. Name, Phone number, etc.) for this job is also to be furnished to WBSEDCL by the selected bidder.

IB.34 Conflict of Interest:

1. The Bidder should not have any conflict of interest that can affect the tendering Process. Any Bidder found to have a Conflict of Interest will be disqualified. In the event of disqualification, the bid security of the bidder will 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.
2. Any bidder will be found to have a Conflict of Interest if his near relative is posted as any employee/officer in any capacity in WBSEDCL and associated with tender inviting authority.
3. Any Bidder will be found to have a Conflict of Interest if any employee of the bidding firm/company has developed a financial or other interest with any employee/officer of WBSEDCL associated with tender inviting authority during the execution of the contract.
4. Any Bidder will be found to have a Conflict of Interest if the bidder has a relationship with other Bidder/Bidders, directly or through common parties that puts them in a position to have access to each other's information or influence the tendering process of either or each of the other bidder.

Section: 2
SCOPE OF WORK [SW]

The scope of work envisages the execution of the following:

SW 1 Artificial Intelligence (AI) enabled Meter Reading

The selected bidder (Will also be referred to as AI-enabled Meter Reading Service Provider or ASP in the "Scope of Work" section) will take full responsibility for the AI-enabled Meter Reading solution for the existing Spot Billing Mobile Application i.r.o L&MV consumers of WBSEDCL" (henceforth it will be referred to as Common Customers or Consumers) by means of the following ways:

- SW 1.1** Meter Reading particulars against the consumers of WBSEDCL will be provided by ASP processing Meter Image shared by Spot Billing Mobile Application of WBSEDCL.
- SW 1.2** For the said purpose, ASP has to host an API to be integrated with Spot Billing Mobile Application for data exchange between Spot Billing Mobile Application and ASP's central system.
- SW 1.3** The Meter Image will be processed using Artificial Intelligence (AI) enabled application hosted on ASP's central system to provide the meter reading particulars.
- SW 1.4** ASP will provide the API details. ASP will also assist for hand shaking between that ASP's central system and Spot Billing Mobile Application during the development phase, and provide full support service during the contract period.

SW 2 Integration Mechanism

- SW 2.1** At first, images of the energy meters will be taken by the meter readers using the existing Spot Billing Mobile Application at the time of scheduled Spot Billing.
- SW 2.2** Thereafter, the Spot Billing Mobile Application will call internally Artificial Intelligence enabled Meter reading service provider's (ASP)'s central system using RESTful API service, which will be provided by ASP and integrated with Spot Billing Mobile Application, to send the said Meter Image from Spot Billing Mobile Application to that system.

During the contract, the URL (RESTful API service) should not be changed.

- SW 2.3** Then ASP's AI-enabled application on the central system will process/scan the Meter Image to extract Meter Reading particulars i.e. Meter Reading, Meter No., Status of Live Meter Image (Whether meter image has been captured from Energy meter or it is a photocopy of another image) and Confidence level (probability of correctness), and the said Meter Reading particulars need to be sent back to Spot Billing Mobile Application.
- SW 2.4** Finally, the said Meter Reading as received from ASP's AI system will be displayed on the reading entry screen of the Spot Billing Mobile Application. If the Meter Reading is matched with the actual Meter Reading after manual verification and accepted by the meter reader, the meter reader will raise the energy bill as per the Meter Reading received from ASP's AI system and this record will be marked by a flag in the Spot Billing system to indicate this bill as per AI Meter Reading. This transaction will be treated as successful AI-enabled Meter Reading.
- SW 2.5** In case, the AI-enabled Meter Reading is not matched with the actual Meter Reading, the meter reader will correct it with the actual Meter Reading in the reading entry screen of the Spot Billing Mobile Application, and then the meter reader will raise the energy bill. This record will also be marked by a separate flag in the Spot Billing system to indicate this bill as per manual reading.
- SW 2.6** It is to be noted that if Spot Bill is raised by Manual Reading entry on account of the non-availability of the data network connection on the meter reader's mobile, then before uploading Spot Billing data into our central database when the data network connection is available, captured Meter Image will be sent to ASP's central system to get the aforesaid meter reading particulars. If this AI meter reading is matched with the manually entered meter reading then it will be treated as a successful AI Meter Reading otherwise treated as manual meter reading and this record will be marked accordingly by the aforesaid flag.
- SW 2.7** Based on the records as mentioned in the last two points (SW 2.5 and SW 2.6), there will be a provision in the WBSEDCL system to prepare a report on how many bills have been generated as per AI-provided Meter Reading and how many as per manual meter reading. Access to such a report will be provided to the bidder(s).
- SW 2.8** The ASP will provide the necessary documentation for the overall integration process.

SW 3 Service & support during the contract period:

| | |
|----|---|
| 1) | 24X7 Availability of AI-enabled Meter Reading service for Spot Billing Mobile Application |
| 2) | Performing design & development work as per the requirement of WBSEDCL to follow the guidelines of the management of WBSEDCL |
| 3) | Customization of Application if needed |
| 4) | Time to time fine-tuning of AI-enabled Meter Reading service (if required) to integrate with the Spot Billing Mobile Application of WBSEDCL |

Section: 3

General Conditions [GC]

- GC1.** West Bengal State Electricity Distribution Company Ltd. (herein referred to as WBSEDCL) invites bids through the e-tendering process from reputed Artificial Intelligence (AI) service providers for integration of Artificial Intelligence (AI) enabled Meter Reading service with Spot Billing Mobile Application for a **period of (3) three years**.
- GC2.** The above work is only indicative and not exhaustive while the detailed scope of work is given in Section 2 (Scope of Work) of the bidding documents. **The rate per transaction is to be quoted for the rate contract basis against each successful AI-enabled Meter Reading transaction. It is necessary to offer a rate for AI-enabled Meter Reading service by the bidders in accordance with the fulfillment of eligible criteria in detail mentioned in "Instruction to Bidder [IB]" under section-1.**
- GC3.** 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 option provided on the aforesaid website. The tender documents can also be downloaded from the website of WBSEDCL i.e. www.wbsedcl.in **except BOQ.**
- GC4.** Bidders, willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of the person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India. 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 on the website. [Reference: <https://wbtenders.gov.in> & www.cca.gov.in]
- GC5.** Tenders are to be submitted online and intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of the submission procedure are given in "Instruction to Bidder" (IB).
- GC6.** **A complete set of bidding documents needs to be downloaded from the website <https://wbtenders.gov.in>. In any case, tender documents uploaded by Bidder at the e-tendering portal will not be opened nor processed without receipt of the EMD as mentioned at GC9 under section 1.**
- GC7.** **No Tender Fee is required from Bidders for participation in the tendering process.**
- GC8.** The schedule of publication, submission and opening of tender paper is furnished herein below:

| Sl. No | Description | Schedule date & time |
|--------|---|--|
| 1 | Publishing Date | 25.02.2025 at 11:30 AM |
| 2 | Document Download start date | 25.02.2025 from 2:00 PM |
| 3 | Pre-bid query submission last date | 04.03.2025 up to 2:00 PM |
| 3 | Pre-bid discussion in the presence of bidder's Representative | 07.03.2025 at 11.30 AM at 3 rd Floor, D Block Conference Room, IT&C Cell, Vidyut Bhavan |
| 4 | Bid submission start date | 14.03.2025 from 2.00 PM |
| 5 | Last date of physical submission of Earnest Money Deposit (EMD) as Bank Guarantee | 24.03.2025 up to 2:00 PM |
| 6 | Bid submission end date | 24.03.2025 up to 2:00 PM |
| 7 | Opening of 1 st part of the bid (Technical part) | 26.03.2025 at 2:30 PM |
| 8 | Opening of Price Bid | Will be informed to eligible bidders |

If a holiday falls on any of the scheduled dates, then the scheduled date shall be considered as on the next working day (within the above-mentioned working hours).

- GC9.** The Earnest Money Deposit (EMD) of Rs. 21,00,000 (Twenty One lac only) is to be submitted as per clause **IB.16** & as per the schedule mentioned at **GC8**, failing of which the bid shall be treated as non-responsive and shall be rejected accordingly.
- GC10.** A pre-bid conference will be held on the date as mentioned in clause GC.8.3 at the 3rd Floor Conference Room, Vidyut Bhavan, WBSEDCL, Kolkata – 700 091, **Pre-Bid Queries are to be sent to email: Subhadip.Ghosh@wbasedcl.in via e-mail or to be physically submitted via Letter** to the address mentioned at **GC20** two days before the date as mentioned in GC8.3. Prior to Pre-bid discussion, queries will not be accepted by means of any other mode, other than the modes mentioned above. For details refer to Clause no: **IB.10**.
- GC11.** Bids will be opened by the Tender Inviting Authority or his authorized representative electronically from the website <https://wbtenders.gov.in>, using their Digital Signature Certificate.
- GC12.** Qualification and experience required for Bidders are already furnished in **IB.3**.
- GC13.** Notwithstanding anything stated above, WBSEDCL reserves the right to review the bidder's capability and capacity to perform the work, before awarding the Contract.
- GC14.** Tender received in any form after the expiry of the date and time prescribed for receiving the completed tender shall not be considered.
- GC15.** WBSEDCL reserves the right to reject any bid or, part thereof or all bids received or split up work at its discretion without assigning any reason whatsoever. WBSEDCL is not necessarily bound to accept the lowest bid. WBSEDCL reserves the right to go for divisible contracts.
- GC16.** The formation of any cartel may lead to the cancellation of the tender with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decision without further notice to anyone.
- GC17.** Bidders shall ensure that all prerequisites are duly fulfilled by them and if there is any dispute regarding the non-submission of any documents, WBSEDCL reserves the right to cancel the tender unilaterally without assigning any reason.
- GC18.** Uploading of bidding documents at the website: <https://wbtenders.gov.in> by bidders will not be construed to mean that such bidders are automatically considered qualified or their credentials are established. The same are subject to detailed scrutiny in due course.
- GC19.** Any bidder, against whom FIR/Complaint is lodged with Police by WBSEDCL, shall not be eligible to participate in the bidding process.

GC20. ADDRESS for correspondence with WBSEDCL:

Pre-bid queries (if applicable), the original copies of the Bank Guarantee (BG) towards Earnest Money Deposit (EMD) shall be submitted in the following office:

Office of the Chief Engineer,
IT & Communication Cell,
West Bengal State Electricity Distribution Company Limited
Vidyut Bhavan, 3rd floor: D - Block,
Block - DJ, Sector - II, Bidhannagar,
Kolkata - 700 091, West Bengal, INDIA.

GC21.

- i. The Cloud Service Provider, whose services and facilities shall be used to host the Artificial Intelligence based solution provided by the selected bidder, shall be MeitY empaneled & STQC audited as per Ministry of Electronics and Information Technology

(MeitY) as on the date of publication of this bid. STQC certificate needs to be provided.

- ii. Ensure successful network connectivity is established between the user department location(s) and cloud DC-DR site.
- iii. Ensure appropriate security controls for physical and logical security are in place at cloud DC and DR.
- iv. Ensure data is successfully replicated between the cloud DC and cloud DR and as per the required RPO/RTO specified by the user department.
- v. Ensure successful replication link is established between cloud DC and DR site.
- vi. Security features like Data encryption, third party authentication support etc. as per the requirements of the data handled by the government department / WBSEDCL.
- vii. Auto scaling limit, Data retrieval period, data retention period, log access availability, logs retention period, backup requirements etc. should be as per ISO 27001:2022 IT security policy. ISO Certificate needs to be provided.
- viii. ISO 27001:2022 – Data center and the cloud services should be certified for the latest version of the standards. ISO Certificate needs to be provided.
- ix. Both cloud DC and DRC should be situated within India and should be of Tier 3 standards.
- x. ISO 20000-1-NOC and SOC facility must be within India for the cloud environments and the managed services quality should be certified for ISO 20000-1.

GC21. If any clause is not included in this NleT, the same will be guided by the standard terms and conditions indicated in the WBSEDCL's purchase policy prevailing at that time.

Section 4

TERMS & CONDITIONS [TC]

TC.1 General Terms:

- a) The bidder has to furnish all the information as required regarding their offer.
- b) For timely completion of the project, WBSEDCL reserves the right to divide/split/modify/cancel the entire work during the placement of the order without showing any reason whatsoever.
- c) WBSEDCL reserves the right to negotiate with the Bidder(s).
- d) Quotation from any sub-vendor(s) will not be entertained.
- e) Any form of joint venture (JV), sub-contractor, or subletting will not be entertained. The agency who is the Owner of the required AI based software is only allowed to participate in the tender. Appropriate documents need to be provided for the same. The bidder shall satisfy WBSEDCL with his ability to complete the works positively within the stipulated time.
- f) The Company reserves the right, to reject any or all the tenders, at its discretion, without assigning any reason whatsoever.
- g) WBSEDCL reserves the right to review the bidder's capability and capacity to perform the work before awarding the Contract.
- h) To monitor the maintenance activities and to discuss other related matters, a meeting will be held between Vendor and WBSEDCL depending upon the need.
- i) The WBSEDCL reserves the right to reject the service if any deviation from tendered specifications is found in the supplied service at any point of time.

TC.2 Performance Bank Guarantee (PBG) for services:

1. As Contract Guarantee, the successful bidder has to furnish a Performance Guarantee in the form of a Bank Guarantee on non-judicial stamp paper of Rs 100 amounting to 10% (Ten) of Contract Value where the Contract Value is an estimated one which is equal to maximum number of allotted spot billing consumers under the jurisdiction of the bidder * 12 (for quarterly billing consumers) or * 36 (for monthly billing consumers) (subject to further variation of PBG rate as per the Govt. circular in future) from any Indian Scheduled Bank as per proforma enclosed (**Annexure-4**), to guarantee faithful execution of the order in accordance with the terms and conditions stipulated in both the orders.
2. If additional consumers are allotted to an enlisted bidder during contract period, then additional PBG will be required to be submitted accordingly.
3. The Performance Guarantee shall be submitted to the CE, IT&C Cell, 3rd Floor, 'D' Block, Vidyut Bhawan, WBSEDCL.
4. The Performance Guarantee shall cover the satisfactory performance of the entire project period. For any failure towards satisfactory performance on the part of the Bidder(s), the Bank Guarantee will be liable to encashment and forfeiture.
5. Performance Guarantee furnished in any other form will not be accepted.
6. Performance Guarantee will not carry any interest.
7. The above Performance Guarantee is to be submitted within thirty (30) days from the date of issue of the order and shall remain valid up to 3(three) years with a claim period of another 3 (three) months from the date of placement of LOA.

In case the contract is renewed, the successful bidder has to extend the validity of the Performance Bank Guarantee till the end of the renewed contract period with a validity of 6 (six) months beyond the end of the renewed contract period.

8. The proceeds of the Performance Guarantee shall be payable to WBSEDCL as compensation for any loss resulting from the failure on the successful bidder's part to complete its obligations under the Contracts or if any Liquidated Damage is levied on the Bidder(s) as per terms of any of the Contracts.
9. An additional performance guarantee equivalent to 10% of the contract amount has to be submitted by successful bidder if the bid is in the range of -20% to -80% of the estimated price (Annexure 7).

TC.3 Location:

Jurisdiction of the site locations will be the entire state of West Bengal. But AI enabled Meter Reading service for Spot Billing Mobile Application will be implemented first for Pilot operation at few selected CCCs. Based on the performance of the awardees of work, this AI-enabled meter reading service will be rolled out for all others CCCs as per the allotted jurisdiction.

TC.4 Release of Performance Guarantee:

After the completion of the contract period, a necessary performance certificate will be issued by the Controlling officers. No claim shall be made against the Performance Guarantee after the issue of such performance certificate. The Performance Guarantee shall be returned to the selected bidder(s) within ninety (90) days after receipt of an application for release of Performance B.G. along with the performance Certificate. However, no interest shall be paid on the bank Guarantee by WBSEDCL, irrespective of the date of release.

TC.5 Compliance with Laws:**a. Compliance with Laws, Statutes, and Regulations:**

The Selected bidder(s) shall, in all matters arising in the performance of the Contract, comply with in all respects, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or bye-law of any duly constituted authority.

b. Statutory obligations:

The Selected bidder(s) shall adhere to the Statutory Provisions under the Payment of Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Employee's Provident Fund & Miscellaneous Provisions Act, Employee's Compensation Act, and other relevant Statutes. Non-compliance of the statutory provisions i.r.o. Contract Labour engaged in the job may attract penal action against Selected bidder(s) from the Law Enforcing Authorities. All liabilities arising out of the non-compliance of the Law of the Land will have to be borne by the Selected bidder(s) and WBSEDCL will not be responsible in any manner whatsoever for the same.

The Contract shall in all respect be construed and interpreted in accordance with the Laws in force in India, including any such Laws passed or made or coming into force during the period of the Contract.

c. Right to Audit:

WBSEDCL can perform audits of all related activities/systems of the selected bidder against the services under the scope of the bid as and when required.

TC.6 Legal Jurisdiction/Dispute Settlement separate:

- A. During the execution of the contract, if any dispute or difference arises between the parties i.e. contractor and WBSEDCL, the same thereby, shall be settled amicably to the extent possible.
- B. If any dispute remains unsettled then either party may approach the Hon'ble Calcutta High Court or any subordinate court having competent jurisdiction under the Hon'ble High Court of Calcutta only.

TC.7 Liquidated damage:

The timely integration and configuration of AI-enabled meter reading service with Spot Billing Mobile Application and hassle-free service throughout the contract periods are the basic consideration and essence of the contract and WBSEDCL reserves the right to repudiate the contract if the successful bidder fails to do the work within the stipulated period. However, the ordering authority may at his discretion waive this condition with the imposition of liquidated damage. Such LD may not be applicable against Force Majeure Conditions.

Any type of maintenance activity from the bidder side needs to be done between 10 PM and 6 AM after taking prior permission from WBSEDCL side.

| SL NO. | Liquidity Damage | Rate of Compensation |
|--------|--|---|
| 1 | Bidder fails to complete the work within the scheduled time as stated in clause TC.9.1 | Rs.500/per day and subject to a maximum @1% of Contract Value and there will be no other LD |

If contract is continued then LD will be applicable from the first invoice. If contract is terminated due to any reason mentioned in "Termination of LOA" clause, then the issue will be guided by Termination clause.

All sums payable by way of compensation/liquidated damages shall be considered reasonable compensation without reference to the actual loss or damage, which shall have been sustained.

For the purpose of liquidated damages, the certification of WBSEDCL officials shall be final and binding.

Any Liquidated Damage, if involved, will be recovered from the invoice/outstanding bills/bank guarantee lying/ to be lying with WBSEDCL.

TC.8 Force Majeure:

The selected bidder shall have no liability if prevented from carrying out obligations under this order by reasons of war, invasion, foreign hostilities, war declared, riot, civil commotion, mutiny, fire, Govt. orders and/or restrictions, or any other cause beyond the reasonable control of the selected bidder. However, such force-majeure circumstances are to be intimated to WBSEDCL immediately and to be established subsequently with appropriate documents/proofs to the entire satisfaction of WBSEDCL. Immediately after the reason for being prevented from carrying out the obligations is over, the contractor shall proceed with the work /service upon the instruction of WBSEDCL.

TC.9 Settlement Time:

The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the bidding document and incorporated in the contract for execution of the entire job. The date of the Go-Live letter shall be considered as Zero Date.

| SL No. | Activities | Time of Completion |
|--------|---|-------------------------------|
| 1 | UAT and Integration with Spot Billing Mobile Application. | Within 3 months |
| 2 | Go-Live for Pilot operation at the location mentioned at TC.3 | For 3 months from Zero Date |
| 3 | Full commercial operation will be started at all CCCs under the jurisdiction of WBSEDCL based on the performance of the bidder(s) | After 3 months from Zero Date |

1. Mode of intimation:

Issue initially directly reported to the Single point of contact via phone, e-mail, and letters or by any means possible according to the escalation matrix.

2. Escalation Matrix:

The successful bidder will have to provide a well-defined escalation matrix for work as well as services.

TC.10 Risk & Termination of Order/LOA:**TC.10.1 Risk Purchase:**

If the selected bidder fails to deliver the service as mentioned in this order, WBSEDCL shall be entitled to hire such service and if not available the best and nearest available substitute Service provider elsewhere on the account of the Selected bidder and at the selected bidder's risk or to cancel the contract and selected bidder shall be liable to compensate for any loss or damage which WBSEDCL may sustain by reason of such failure on selected bidder's part. Recovery will be made from the outstanding bills and/or through encashment of any Bank guarantee of the selected bidder(s) lying/ to be lying with WBSEDCL.

TC.10.2 Termination of LOA:

- A. WBSEDCL reserves the right to terminate the contract either in part or in full due to reasons of non-Compliance with stipulated activities laid down in different clauses under this contract, and also has the right to invoke and appropriate the entire amount of Bank Guarantee without citing any cause thereof. The following causes may also lead to the cancellation of LOA.
 - I. If the successful bidder fails to submit written unconditional acceptance of the LOA/LOI within 15 (Fifteen) days from the date of issuance of the order.
 - II. If the successful bidder fails to sign Contract Agreement within 30 (thirty) days from the date of issuance of the order.
 - III. If the successful bidder fails to submit the Performance Bank Guarantee as per the stipulated format, with requisite validity and within the specified time period.
 - IV. If the successful bidder fails to implement the project successfully in all respect.
 - V. If the performance of the successful bidder is found to be non-satisfactory (higher failure rate, higher response time, performance issues, frequent downtime etc.) at any stage during the entire contract period.
 - VI. If the successful bidder fails to adhere to the 'Confidentiality' clause. In that case, termination would be instantaneous.
 - VII. If the successful bidder fails to comply with any other stipulated activities apart from those, mentioned above, as laid down in various clauses under the orders. In each above case, prior 30 days termination notice shall be issued prior for termination of LOA.
- B. **Based on the above reasons, LOA placed on the Bidder may be terminated if required within the contract period after giving 30 (thirty) days' notice to the selected bidder.**
- C. If the contract is terminated, WBSEDCL may engage another enlisted/empanelled bidder (s).
- D. If this AI-enabled Meter Reading service is not required based on the Government's decision then any time the order may be terminated without any further notice.

TC.11 Premature Termination:

If the vendor exits from the contract transferring the entire liability or part thereof prior to the natural termination of the contract period, WBSEDCL shall have the right to invoke and appropriate the entire amount of Bank Guarantee without citing any reason thereof.

TC.12 Contract period:

The contract shall remain valid for the period of 3 (three) years from the date of the Go-Live letter. WBSEDCL may consider an extension of the contract for a duration of **one year** each for a maximum period of **two years** at per same rate and terms and conditions subject to satisfactory performance.

TC.13 Terms of Payment:

- i) **Payment (including Pilot operation) will be made on the basis of successful transactions which will be calculated by WBSEDCL from its own database as mentioned in the point no. SW 2.5.**
- ii) Quarterly invoice is to be submitted where total number of only successful transactions as mentioned in clause SW.2.5 are to be clearly mentioned according to the report mentioned in the clause SW.2.7. Necessary format for Invoice will be shared during placement of LOA. The total invoice amount and applicable GST is also to be mentioned on the invoice.
- iii) Invoice in triplicate is to be submitted to WBSEDCL for necessary processing.
- iv) No advance payment will be made against this order in any circumstances for the implementation of the entire project.

TC.14 Data Security:

- i) Contract will be governed by Section 65 and Section 66 of the Indian IT Act 2000 in terms of Data protection, privacy and hacking of data.
- ii) MEITI Guideline to be followed and bidder shall have to sign a contract agreement which also includes a non-disclosure clause. Details of the contract agreement have been mentioned in clause IB.30.

TC.15 Price:

- I. Price offer as transaction charge exclusive of applicable tax shall be submitted by the bidder as per the given specification.
- II. Incomplete quotation will not be accepted and shall be liable to be rejected.
- III. All prices shall be given item-wise in Indian Rupee only.
- IV. Price should be quoted and submitted in the Price Bid Sheet as per format **of BOQ** same is to be downloaded & submitted as mentioned in clause **IB.18.3** No deviation in any form in the Price Bid Sheet(s) is acceptable. The quoted price shall remain firm throughout the period of the contract and no adjustment shall be made to the contract price due to any reason. The bid will be liable for rejection on submission of Price in any other form, place other than the designated place & format mentioned in clause **IB.18.3**.

TC.16 Commercial operation:

Necessary instruction will be provided to the selected bidder(s) for initiation of integration of AI-enabled service with Spot Billing Mobile Application & they have to start integration accordingly. All necessary integration is to be completed within the timeline as mentioned in clause TC.9 to make the system ready for commercial operation. On confirmation of completion of necessary work, as instructed in clause TC.9 from the contractor's/bidders' end, a necessary 'Go-Live' letter will be issued from WBSEDCL for starting commercial operation. The aforesaid time schedule may be revised by WBSEDCL on Force Majeure Conditions if any. However, such force-majeure circumstances are to be intimated to WBSEDCL immediately and to be established subsequently with appropriate documents/proofs to the entire satisfaction of WBSEDCL.

TC.17 Limitation of Liability:

Except in cases of gross negligence or willful misconduct:

The aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in Contract Value. However, the limitation shall not apply to the revenue loss of WBSEDCL due to a defective solution from the selected bidder, or to any obligation of the selected bidder to indemnify WBSEDCL with respect to patent infringement.

TC.18 Variation during execution:

Number of CCCs may vary during the course of execution of the contract as per actual requirements and decisions by WBSEDCL. The controlling officer shall communicate such variation of quantity to the successful bidder in writing. The unit price to be quoted by the bidder and incorporated in the order would remain valid for such variation of quantity. Total no. of consumers may vary **approximately 20%** per year which shall also come under spot billing.

However, as the Smart Meter Project is going on, Smart Meter is installed and meter readings for those consumers are taken through online, those consumers will not be covered under the Spot Billing system as well as it will be out of the scope of this project also.

TC.19 Personnel for liaison:

Ordering authority: CE, IT&C Cell, WBSEDCL

Controlling Officer: AGM (HR&A), DHQ, WBSEDCL

Technical Officer: DE, IT&C Cell, WBSEDCL

Paying Authority: Manager (F&A)-Finance, DHQ, WBSEDCL

TC.20 Intellectual Property Right:

- WBSEDCL shall own and have a right in perpetuity to use all newly created Intellectual property rights which have been developed solely during execution of contract if allotted, including but not limited to all source code, object code, records, reports, designs, application, configurations, data, reports and other documents which would be newly created and developed by vendor solely during the performance of Related services and for the purposes of inter-alia use or sub-license of such services under this contract. Vendor shall undertake to disclose all such intellectual property rights arising in performance of the related services to the WBSEDCL and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual property rights are unable by law to so vest, vendor assign those Intellectual property rights to WBSEDCL on creation.
- Vendor shall ensure that while it uses any software, hardware, processes, document or material in the course of performing the services, it does not infringe the intellectual property rights of any person and they shall keep the WBSEDCL indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/license terms or infringement of any Intellectual property rights by them or their personnel during the course of performance of the related services. In case of any infringement by them, they shall have sole control of the defense and all related settlement negotiations.
- Subject to above clauses, Vendor shall retain exclusive ownership of all methods, concepts, algorithm, trade secrets, software documentation, other intellectual property or other information belonging to them that existed before the effective date of the contract.
- On those acts and events provided in clause "TC.20 Intellectual Property Right" are to be governed by Information Technology Act 2000, Copyrights Act (including amendments), Trademarks Act (including amendments), Design Act 2000, Patents Act 1970 (including subsequent amendments), etc; as and where applicable.

TC.21 Confidentiality and Non-Disclosure Agreement:

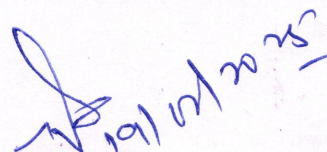
1. The vendor has to agree not to use the Confidential Information in any way, except for the purpose of execution of the Scope of Work.
2. The vendor has to agree to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any third party without prior written consent of WBSEDCL.
3. All applications provided to the WBSEDCL by vendor(s) are subject to public disclosure laws of India and West Bengal such as RTI etc
4. The vendor has to agree to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
5. **Ownership of Confidential Information:** The vendor has to agree that all Confidential Information shall remain the property of WBSEDCL, and that WBSEDCL may use such Confidential Information for any purpose without creating obligation to the vendor. Nothing contained herein shall be construed as granting or implying any transfer of rights to the vendor in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.
6. **Survival of Rights and Obligations:** The Terms of Confidentiality set hereinabove, shall be binding upon, inure to the benefit of, and be enforceable by (a) WBSEDCL, its successors, and assigns; and (b) the vendor, its successors and assigns.

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

- a) Instant termination of the contract
 - b) Engaging other agencies to carry out the remaining work with the condition that the cost of such work will be borne by you.
7. The contractor shall have to enter into a Confidentiality and Non-Disclosure Agreement within 30 (thirty) days from date of issuance of Letter of Award (LOA) with West Bengal State Electricity Distribution Company Limited (WBSEDCL) for the proper fulfilment of the contract.

TC.22 Alteration/Addendum:

- a. Any alteration/addendum to clauses may be considered at pre-bid discussion besides the existing clauses stipulated herein. The terms and conditions on conclusion of the Pre – bid discussion shall be final and binding upon the bidders. No subsequent change request to the terms and conditions from vendors shall be entertained under any circumstances.
- b. Terms and Conditions so stipulated herein is firm and final except the changes required consequent to the event stipulated at **TC.16**. It is also clarified that no fresh set of terms and conditions from the selected bidder in the form of agreement or whatsoever named will be accepted after finalization of bid documents/tenders.



Chief Engineer
IT & C Cell
WBSEDCL

Annexure 1**WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**

(A Government of West Bengal Enterprise)

IT & C CELL: 3rd FLOOR, 'D'- BLOCK

Vidyut Bhavan: Bidhannagar : Kolkata -700 091

e-mail:itcell@wbasedcl.in CIN:U40109WB2007SGC113473

BID PROPOSAL**From:**

Bidder's Name and Address :
Contact person :
Designation :
Telephone No. - (L/L & mobile) :
Telex / Cable :
Fax :
Tender Reference :

To

**The Chief Engineer IT & C,
IT & C Cell,
West Bengal State Electricity Distribution Company Limited,
7th Floor, Block 'D', Vidyut Bhavan.,
Bidhannagar,
Kolkata - 700091**

Sub: Finalization of Rate Contract for integration of Artificial Intelligence (AI) enabled Meter Reading service with WBSEDCL's in-house Spot Billing Mobile Application for a period of (3) three years

Dear Sir,

We the undersigned Bidder(s), having read and examined in details the specifications and other documents of the subject Tender, do hereby propose to execute the contract as per specification as set forth in your Bid-Documents.

3. PRICES AND VALIDITY:

1. The prices of all items as stated in the bid are FIRM during the entire period of contract irrespective of date of completion and not subject to any price adjustment as per in line with the Bidding Documents. All prices and other terms and conditions of this proposal are valid for a period of **180 (one hundred eighty)** days from the date of opening of the bids (Cover-1). We further declare that prices stated in our proposal are in accordance with your bidding.
2. We confirm that **quoted rate per Transaction is excepting Applicable GST.**

4. BID GUARANTEE:

We have enclosed a Bid Guarantee in the form of
..... drawn in favour of WBSEDCL for an amount of **Rs.**
..... & valid upto.....

5. DEVIATIONS:

We declare that contract shall be executed strictly in accordance with the specifications and documents.

6. WORK SCHEDULE:

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule as well as terms and conditions indicated in the NleT/LOA/LOI. 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.

7. CONTRACT PERFORMANCE GUARANTEE:

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value for Rs.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 stipulated time as mentioned in bid from the date of placement of Letter of Award.

Thanking you, we remain,

Date _____

Place _____

Yours faithfully,

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

Annexure 2**WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**

(A Government of West Bengal Enterprise)

IT & C CELL: 3rd FLOOR, 'D'- BLOCK

Vidyut Bhavan: Bidhannagar : Kolkata - 700 091

e-mail:itcell@wbasedcl.in CIN:U40109WB2007SGC113473

**PROFORMA FOR BANK GUARANTEE
FOR BID GUARANTEE
(To be stamped in accordance with Stamp Act)**

Ref. No.:

Date:

To
The Chief Engineer IT&C,
The West Bengal State Electricity Distribution Company Ltd.,
Vidyut Bhawan,
DJ Block, Sector – II,
Salt Lake, Kolkata - 700091.

Dear Sirs,

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

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

We, the _____ Bank at _____ having our Head Office at _____ (Address of Bank) guarantee and undertake to pay immediately on demand by West Bengal State Electricity Distribution Company Ltd.(WBSEDCL) 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 upto the period of **180 (one hundred and eighty) days from the date of opening Technical Proposal**. 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 Ltd.(WBSEDCL) under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless WBSEDCL brings any suit or, section to enforce a claim under this Guarantee against the Bank within six months from the above mentioned expiry date of validity or, from that of the extended date.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this _____ day of _____ 20 ____ at _____.

WITNESS :

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney No. _____
Date _____

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

Annexure 3

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Government of West Bengal Enterprise)

IT & C CELL: 3rd FLOOR, 'D'- BLOCK

Vidyut Bhavan: Bidhannagar : Kolkata -700 091

e-mail:itcell@wbasedcl.in CIN:U40109WB2007SGC113473

Statement of Deviation from Terms and Conditions of Bid Document

To,

**The Chief Engineer IT & C,
IT&C Cell,
West Bengal State Electricity Distribution Company Limited,
7thFloor, Block'D', VidyutBhavan.,
Bidhannagar,
Kolkata- 700 091.**

Reference: NleT No

Dated.....

Sir,

There are no deviations (null deviations) from the terms and conditions of the Bid document. All the terms and conditions and all other clauses of the Bid document are acceptable to us.

Signature _____

Name:

Designation:

Date:

Annexure 4**WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**

(A Government of West Bengal Enterprise)

IT & C CELL: 3rd FLOOR, 'D'- BLOCK

Vidyut Bhavan: Bidhannagar : Kolkata -700 091

e-mail:itcell@wbasedcl.in CIN:U40109WB2007SGC113473

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 Ltd.

Vidyut Bhavan, Salt Lake,

DJ Block, Sector-II,

Kolkata -700 091 (India).

Dear Sirs,

In consideration of West Bengal State Electricity Distribution Company Ltd (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 Letter of Award No./Order No. _____ dated _____ valued at _____

for _____ (Scope of Contract) and the Selected bidder(s) having agreed to provide a Contract Performance Guarantee of Rs. _____ for the faithful performance of the contract. We

_____ (Name and Address) having its Head Office at _____

hereinafter referred to as the 'Bank') which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns do hereby guarantee and undertake to pay WBSEDCL, on demand any and all moneys payable by the Contract to the extent of _____ as aforesaid at any time upto (day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Selected bidder(s). Any such demand made by WBSEDCL on the Bank shall be conclusive and binding notwithstanding any difference between WBSEDCL and the Selected bidder(s) or any dispute pending 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 Selected bidder(s). 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 Selected bidder(s) 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 Selected bidder(s) 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 Selected bidder(s) and notwithstanding any security or other guarantee that WBSEDCL may have in relation to the selected bidder(s)'s liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ and shall remain in force upto 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 brings any suit or section, to enforce a claim under this guarantee against the Bank within six months from the above-mentioned date or from the extended date.

Dated this _____ day of _____ 20 ____ at _____

Witness:

(Signature)_____
(Signature)_____
(Name)_____
(Name)_____
(Official address)_____
(Designation with Bank Stamp)_____
Attorney as per Power of

Attorney No. _____ Date _____

Annexure 5**PRICE SCHEDULE (UNPRICED : Not to be quoted here)****Tender Inviting Authority: Chief Engineer, IT&C Cell, WBSEDCL****Name of Work:****Finalization of Rate Contract for integration of Artificial Intelligence (AI) enabled Meter Reading service with WBSEDCL's in-house Spot Billing Mobile Application for a period of (3) three years****Contract No: WBSEDCL/IT&C/33.10(MBC)/1101 dated: 19.02.2025**

Name of the Bidder/ Bidding Firm / Company:

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 # |
|-------------------------|---|----------|--------|--|
| Sl. No. | Item Description | Quantity | Units | Price Excluding Tax In Figures To be entered by the Bidder Rs. P |
| 1 | 2 | 3 | 4 | 5 |
| 1.00 | <i>Per successful transaction of AI enabled Meter Reading</i> | 1.00 | Nos | X |
| Total in Figures | | | | X |

(_____
SIGNATURE OF THE TENDERER WITH OFFICE)

Annexure 6**WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**

(A Government of West Bengal Enterprise)

IT & C CELL: 3rd FLOOR, 'D'- BLOCK

Vidyut Bhavan: Bidhannagar : Kolkata -700 091

e-mail:itcell@wbasedcl.in CIN:U40109WB2007SGC113473

Contract Agreement

This agreement is made at KOLKATA on this _____ day of,(Month) 20__ between:

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED, registered under the Companies Act 1956, having its registered office at "Bidyut Bhavan", Block-DJ, Sector-II, Salt Lake City, Kolkata- 700 091 (hereinafter referred to as WBSEDCL, which term shall be deemed to mean and include its successors and assigns) of the FIRST PART.

And

M/s(Name of the Company), registered under the Companies Act 1956 as per laws of India, having its registered office at (hereinafter referred to as ".....", which expression shall, unless it be repugnant to the subject or context thereof, mean and include its successors and assigns) of the OTHER PART:

(WBSEDCL and M/s are hereinafter referred to collectively as "Parties" and individually as "Party", wherever the context so admits.)

Reference:

1. Finalization of Rate Contract for integration of Artificial Intelligence (AI) enabled Meter Reading service with WBSEDCL's in-house Spot Billing Mobile Application for a period of (3) three years via NIT No **WBSEDCL/IT&C /33.10(MBC)/1101 Dated: 19.02.2025.**
2. Letter of Award (LoA) placed by WBSEDCL on M/ s vide Memo No WBSEDCL/IT&C /33.10(MBC) /XXXX Dated. XX.XX.XXXX

This agreement is entered into by the above-mentioned parties for Artificial Intelligence enabled Meter Reading solution for integration of Artificial Intelligence (AI) enabled Meter Reading service with WBSEDCL's in-house Spot Billing Mobile Application for the period, terms and conditions guided by above mentioned NIT & LOA.

M/shereby agrees to adhere to all the clauses mentioned in NIT & LOA.

In addition to the above, M/shereby agrees also to adhere to the following clauses:

A. NON-DISCLOSURE:

The M/scannot/ shall not disclose any and all information concerning the WBSEDCL within the knowledge and possession of the M/s to any party in connection with this AI enabled Meter Reading services, consumer data & any other shared details including inter alia information except the information desired by regulated/Govt Authority. WBSEDCL will not disclose any information related to M/s transactions under this agreement except of Regulatory/Govt/Legal compliances purposes.

B. INDEMNITY:

In the event, any claim or suit filed by any consumer in any court including consumer court, with regard to any deficiency in service offered by the respective parties, the same shall be dealt by each party separately. However, both the parties agree that they shall assist each other by providing required information and documents available to other party in contesting the case.

In WITNESS WHEREOF the parties hereto have executed this agreement on the _____ Day of(Month), 20__ herein above mentioned.

In the presence of (Witness)

(1)

(2)

In the presence of (Witness)

(1)

(2)

Signed, sealed and delivered by the within named M/sby the hands of its authorized signatory

Signed, sealed and delivered by the within named WBSEDCL by the hands of its authorized signatory

ANNEXURE 7**FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

To,
The Chief Engineer (IT&C),
WBSEDCL,
3rd floor, D Block, Vidyut Bhavan,
DJ Block, Sector – II,
Salt Lake, Kolkata - 700 091

WHEREAS..... (name and address of "the Contractor") Contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contract no. Dated..... to execute..... (name of Contract and brief description of Works (hereinafter called "the Contract")). AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled Commercial Bank for the sum specified therein for 'ADDITIONAL PERFORMANCE SECURITY DEPOSIT' for compliance with his obligation in accordance with the Contract; NOW WHEREAS we.....(indicate the name of the bank and branch) have agreed to give the Contractor such a Bank Guarantee. NOW THEREFORE we..... (indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upto a total of Rs.(amount of guarantee)(in words). We undertake to pay you, upon your first written demand and without cavil of argument, a sum within the limits of.....(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We (indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand. We..... (indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal.....the present absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment, We (indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. We..... (indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing. This Guarantee shall be valid upto..... it comes into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee. Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs..... (Rupees.) and unless a claim in writing is lodge if with us within the validity period i.e. upto.....of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this
at

day.....of.....2024

By:

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

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

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

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

Form - I**SCHEDULE OF BIDS****Tender No: IT&C/33.10(MBC)/1101 Dated 19.02.2025**

| | | | |
|----|---|---|--|
| 1 | Name of the bidder with Registered office address Tel No./Fax no./E-mail address | : | |
| 2 | Category of organization/company of the bidder with CIN Number | : | |
| 3 | Name of the Authorized Signatory for the Bid | : | |
| 4 | a) Earnest Money (Amount and in the form of BG/Online Payment) submitted: | : | |
| | b) In case EMD is submitted via BG, Branch Name of the Branch, Name of the Bank, Communication Address & IFSC code of the BG issuing bank | : | |
| 5 | Goods and Services Tax (GST) registration No. | : | |
| 6 | Professional Tax Registration Number | : | |
| 7 | PF/ESI Registration No. & valid upto | : | |
| 8 | Valid Trade License Number | : | |
| 9 | PAN Card No | : | |
| 10 | Offer valid upto | : | 180 days from the next date of opening of Tender. |
| 11 | The price should be Firm. | : | The Prices are Firm. |
| 12 | If any deviation, please mention in deviation sheet enclosed (deviations mentioned elsewhere will not be considered) | : | NO Deviation |

(Signature and Seal of Bidder)

CHECK LIST**Form – II**

Bidders are required to upload the scan copy of all the documents, required as per tender specification and NIEt and verify before submission of Tender and also upload the Check list in the following format, duly digitally signed. Bidders are requested to merge necessary documents, make one pdf, and upload in “**Annexures and Forms**” folder. Similarly, Bidders are requested to merge necessary documents, make one pdf, and upload in “**Others**” folder.

| Sl. No. | Scanned Copy of Documents to be uploaded | Name of folder | To be submitted in cover | Submitted (Y/N) |
|---------|---|------------------------------|--|-----------------|
| 1 | Earnest Money Deposit (Scanned copy BG (Annexure 2) if EMD paid through BG) | Annexures & Forms | Statutory cover (Technical proposal) | |
| 2 | The contact details (communication address, mobile No. and email address) of the branch of the concerned Bank where the Bank Guarantee is issued | Annexures & Forms | Statutory cover (Technical proposal) | |
| 3 | Bid Proposal (Annexure 1) | Annexures & Forms | Statutory cover (Technical proposal) | |
| 4 | Price schedule in un-priced condition (Annexure 5). | Annexures & Forms | Statutory cover (Technical proposal) | |
| 5. | Deviation Sheet (Annexure 3) | Annexures & Forms | Statutory cover (Technical proposal) | |
| 6. | Blank Format of Proforma for bank guarantee for contract performance (Annexure 4) | Annexures & Forms | Statutory cover (Technical proposal) | |
| 8 | Contract Agreement (Annexure 6) | Annexures & Forms | Statutory cover (Technical proposal) | |
| 9 | Notice Inviting e-Tender | Annexures & Forms | Statutory cover (Technical proposal) | |
| 10 | Addenda / corrigenda, if published | Annexures & Forms | Statutory cover (Technical proposal) | |
| 11 | Schedule of bids duly filled in (Form-I) | Annexures & Forms | Statutory cover (Technical proposal) | |
| 13 | Summary statement of average annual turnover (Form-III) | Annexures & Forms | Statutory cover (Technical proposal) | |
| 14 | Statement of orders executed (Form-IV) | Annexures & Forms | Statutory cover (Technical proposal) | |
| 15 | Proforma for undertaking to be submitted by the Bidders (Form-V) | Annexures & Forms | Statutory cover (Technical proposal) | |
| 16 | Certificate of Incorporation indicating the CIN number | Others | Non-statutory cover (Technical proposal) | |
| 17 | Copy of Valid copy of PAN Card | Others | Non-statutory cover (Technical proposal) | |
| 18 | Copy of Valid Professional Tax Registration certificate | Others | Non-statutory cover (Technical proposal) | |
| 19 | Copy of IT Returns of last Three years are to be submitted by the Bidder i.e. for assessment years 2021-22, 2022-23, and 2023-24. | Others | Non-statutory cover (Technical proposal) | |
| 20 | Copy of Valid Goods and Services Tax (GST) Registration certificate | Others | Non-statutory cover (Technical proposal) | |
| 21 | GST return for years 2022-23, 2023-24 | Others | Non-statutory cover (Technical proposal) | |
| 22 | Up-to-date filing of GSTR-1 and GSTR-3B | Others | Non-statutory cover (Technical proposal) | |
| 23 | Copy of Valid Trade License (if applicable) | Others | Non-statutory cover (Technical proposal) | |
| 24 | Copy of Valid PF Registration Certificate/ESI Registration Certificate (if applicable) | Others | Non-statutory cover (Technical proposal) | |

| Sl. No. | Scanned Copy of Documents to be uploaded | Name of folder | To be submitted in cover | Submitted (Y/N) |
|---------|---|----------------|--|-----------------|
| 25 | Copy of ISO: 270001 certificates (for Bidder) | Others | Non-statutory cover (Technical proposal) | |
| 26 | Average annual turnover of a minimum of Rs. 4.5 Cr. (four cr. and fifty lacs). during the financial year 2020-21, 2021- 22, and 2022-23 or financial year 2021-22, 2022-23, and 2023-24. Annual audited financial reports for financial years 2020-21, 2021-22, and 2022-23, or financial years 2021-22, 2022-23, and 2023- 24 are required to be submitted in respect of bidders for whom audit of accounts is mandatory. For those bidders, whose audit of accounts is not mandatory, they shall submit the Tax Audit Report for the above-stated period. | Others | Non-statutory cover (Technical proposal) | |
| 27 | Tender submitted by any Bidder who has been holiday-listed / black-listed by any State Electricity Board/Power Sector Company/State Government/Central Government/State & Central Undertakings and/or convicted by a Court of law will be rejected. | Others | Non-statutory cover (Technical proposal) | |
| 28 | Bidder needs to have past experience in the handling of AI-enabled Meter reading solutions in utility sector(s) mentioned in Clause IB.2 Scope of Work for contract(s) during the last three years between 2021-22 and 2023-24 and must have prior experience in providing AI-based solutions capable of processing of 5 lakh consumers per month within government, central or state, or PSUs or Govt. undertakings or reputed private sectors, within the electricity utility sector. | Others | Non-statutory cover (Technical proposal) | |
| 29 | The bidder will have the capacity of software development team or for the required business solution | Others | Non-statutory cover (Technical proposal) | |
| 30 | The bidder should have its registered office in India & at least one site office in and around Kolkata, West Bengal for providing necessary support for AI-enabled Meter reading service. If a site office already exists in and around Kolkata self-declaration for the same need to be provided mentioning the detailed office address otherwise the details of the site office need to be provided by the selected bidder prior to placement of the LOA (Letter of Award)/contract. If office does not exist at Kolkata, then the same must be opened at Kolkata within 30 days from the date of execution of Contract agreement. In that case Bidder must submit an Undertaking regarding the same and Address of office at Kolkata along with Telephone No, Fax and Contact person's identity need to be provided. | Others | Non-statutory cover (Technical proposal) | |
| 31 | STQC | Others | Non-statutory cover (Technical proposal) | |
| 32 | Minimum CMMI Level 3 | Others | Non-statutory cover (Technical proposal) | |
| 33 | Documents in support of ownership of AI based software | Others | Non-statutory cover (Technical proposal) | |
| 34 | ISO 27001:2022 (Certification of Data center and the cloud services) | Others | Non-statutory cover (Technical proposal) | |
| 35 | ISO 27001:2022 (IT Security Policy) | Others | Non-statutory cover (Technical proposal) | |
| 36 | Bill of Quantities. | BOQ | Finance cover (Financial proposal) | |

(Signature and Seal of Bidder)

Form -III**Certificate regarding Summary Statement of Yearly Turnover**

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

| Sl. No. | Financial | | Remarks |
|---------|-----------|---|---------|
| | Year | Turnover rounded up to two digits after decimal (Rs. In Lakh) | |
| 1. | 2020-21 | | |
| 2. | 2021-22 | | |
| 3. | 2020-21 | | |
| OR | | | |
| 1. | 2021-22 | | |
| 2. | 2022-23 | | |
| 3. | 2023-24 | | |
| Total | | | |

Average Turnover: _____

Note:

Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.

(Signature and Seal of Bidder)

Form -IV**STATEMENT OF ORDERS EXECUTED DURING THE LAST FIVE FINANCIAL YEARS**

AI-enabled Meter Reading Service in utility sector for government, central or state, or PSUs or Govt. undertakings or reputed private sectors.

| Sl. No. | Work Description | Financial year | Order No. and date | Name order issuing authority | Order Value in Rs. | Scanned Copy of the Performance report of the order submitted or Not (YES/NO) | Remarks |
|---------|------------------|----------------|--------------------|------------------------------|--------------------|---|---------|
| | | | | | | | |
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

.....
(Signature and Seal of Bidder)

Form -V**PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER**

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

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

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

(Signature and Seal of Bidder)

Dated-----