

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

(IT & Communication Cell)

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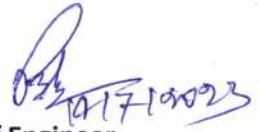


WBSedCL
e-TENDER NOTICE

(LOCAL COMPETITIVE BIDDING)

BID DOCUMENT

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load of 50 kVA and above under WBSedCL.


Chief Engineer,
IT&C Cell

Tender Notice No: WBSedCL/IT&C/33.10(iv)/1730

Dated: 14/07/23

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load ≥ 50 kVA under WBSedCL.

DISCLAIMER

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

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

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INSTRUCTION TO BIDDER (IB)

IB.1. Introduction:

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

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

IB.1.3. WBSEDCL have already implemented Meter Data Acquisition System under R-APDRP Part-A project funded by Government of India. Under this, modems have been installed at EHV and HV sub-stations, Distribution transformers and consumer premises having connected load 50 kVA and above across jurisdiction of WBSEDCL area.

IB.1.4. The system which have been implemented under existing MDAS is to store the meter registry data in the modems installed at different consumer premises and connected to meters via the RJ11 connector (RS 232 port). The data acquired from meter registry data is sent through the modems via SIM to the server where data is processed by proprietary Meter Data Management System (MDMS) for further uses for billing in SAP-ISU and energy audits.

IB.2. Objective: WBSEDCL invites tenders E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for different categories of **5000 consumers** under WBSEDCL on turn-key basis.

IB.2.1. The System to be implemented shall be needed to be integrated with the system implemented under RAPDRP-Part A project. Under the scope apart from modems, total solution in respect of server, processing software (HES) to integrate with WBSEDCL's existing MDMS system shall be offered.

IB.2.2. The main objective of the system is to acquire meter data from Industrial and Commercial consumer meters (having connected load of 50 kVA and above) located in remote consumer premises automatically avoiding any human intervention, monitor important distribution parameters, use meter data for accurate billing purpose and maintain the system for proper functioning, diagnosing and rectification of the related issues, taking corrective actions on the business activities and requirements of the management including but not limited to modem firmware upgrade or incorporating new meter protocols etc. The above objective shall be achieved by providing an Automatic Meter Reading (AMR) based data logging system using communication system as 4G/NB-IoT-(with a fall-back to 2G) technology for selected consumer meters in the entire Utility area. System shall be capable of handling present meters compatible with non-DLMS/DLMS/COSEM/IEC-62056 meters as well as import-export meters.

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IB.3. Invitation for the BIDs:

- IB.3.1.** Tender is invited by the Chief Engineer, IT&C Cell, WBSEDCL, Vidyut Bhawan, 3rd Floor, Block DJ, Sector- II, Bidhannagar, Kolkata- 700091, through electronic tendering (e-tendering) for data collection from Feeder Meters and Distribution Transformer meters.
- IB.3.2.** Intending Bidders desirous of participating in the tender are to log on to the website <http://wbtenders.gov.in>. The tender can be searched by typing 'wbasedcl' in the search box of the website.
- IB.3.3.** Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.
- IB.3.4.** Intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given in "Instructions to Bidders".

IB.4. Eligibility of Bidder:

- IB.4.1. Qualifying Requirement (QR) of Bidder and Partners in case of consortium:** Bidder must meet the following requirements individually and need to produce requisite documents as Proof of eligibility to participate in the bidding process. The requirements are stated in **Form-I**.
- IB.4.2.** Consortium shall not be allowed if individual parties of the consortium are not fulfilling all selection criteria as stated IB.4.1.
- IB.4.3.** Government owned enterprises may only participate if they are legally and financially autonomous and not a dependent agency of WBSEDCL.

IB.5. Responsibility of Bidders:

- IB.5.1.** It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work.
- IB.5.2.** It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments to the contract, once awarded under these documents will not be entertained by WBSEDCL. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by WBSEDCL, which are based on the lack of such clear information of its effect.
- IB.5.3.** The bid shall include all the information as per bid document.
- IB.5.4.** The bidder shall bear all the costs associated with the preparation and submission of bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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IB.5.5. In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance of the last date and time of submission of the bid.

IB.6. Formation of cartel & penal Measures: Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the parties. Repeated occurrence of such evidence of above tenderers may also be viewed seriously by the WBSEDCL authority and penal measures as deemed fit would be imposed on such tenderers.

IB.7. Key Dates: Schedule of Dates for e-Tendering:

Sl. No.	Activity	Date & Time
1	Publishing Date	24.07.2023 at 1200 hrs
2	Document Download start date	24.07.2023 at 1400 hrs
3	Pre-bid query submission end date	31.07.2023 at 1400 hrs
4	Date of Pre-bid Discussion	01.08.2023 at 1400 hrs
5	Bid submission start date	04.08.2023 at 1600 hrs
6	Bid submission end date	16.08.2023 at 1600 hrs
7	Last date of physical submission of EMD	16.08.2023 at 1600 hrs
8	Technical Bid opening date	21.08.2023 at 1400 hrs
9	Financial Bid opening date	To be intimated later

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

IB.8. Pre-BidDiscussion:

IB.8.1. Pre-bid discussion will be held at WBSEDCL as per schedule indicated in "**Key Dates Clause**" above to clarify the queries, if any, from the vendors in respect of tender. Selected vendors who shall purchase the Bid may participate (maximum two persons) in the said meeting for any such clarification.

IB.8.2. Relevant queries in soft copy EXCEL format as per **ANNEXURE-IX** must be sent within the scheduled dates to the following mail id: ceit@wbasedcl.in and pankajk.sahoo@wbasedcl.in

IB.8.3. Non-attendance at the pre-bid discussion will not be a cause for disqualification of the bidders.

IB.9. Clarification on Bidding Documents: If there be any discrepancy or obscurity in the meaning of any clause of the bid document, such queries must be sent to the email IDs as mentioned in IB.8.2. three days prior to the date of Pre-bid discussion. Such query received from vendors prior to pre-bid discussion shall only be discussed in the pre-bid discussion. No other query except the written submitted ones will be clarified during pre-bid discussion. If any changes are decided in pre-bid meeting the same will be uploaded in the website <http://wbtenders.gov.in> and no other communication shall be made afterwards on the

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issues discussed in the pre-bid meeting. The clarification given in pre-bid discussion shall be final and binding on the bidder.

IB.10. Post-bid meeting: A post-bid meeting may be held, if required, after opening of 1st part of the Bid Document & prior to opening of Price Bid in an attempt to bring all the bidders under the same or equivalent Technical & Commercial platform. The date & time of the meeting, if arranged and required, will be duly communicated to the bidders through WBSEDCL's own Website. If revision is required in the terms & conditions of the bid document, that will be final & binding on the bidders. The price offer of those bidders will only be opened for evaluation, who will unconditionally accept the revised terms of the bid document.

IB.11. Amendment / Addenda of Bidding Documents: At any time, prior to the deadline of submission of Bid, WBSEDCL may, for any reason, modify the Bidding Documents by issuing Addenda / Amendments and the same will be uploaded in the website (<http://wbttenders.gov.in>) only in due time. WBSEDCL shall not have any obligation to inform the vendor through any other mode of communication.

IB.12. Language of the Bid: The bid so prepared by the bidder and all other correspondences and documents relating to the bid, exchanged by the bidder and WBSEDCL, shall be written in English Language only.

IB.13. Currencies of Bid and Payment: All prices shall be quoted by the bidder in 'Indian Rupees' (INR) only. Payment is also to be made in 'Indian Rupees' (INR) only.

IB.14. Period of validity of Bid: The bid shall remain valid for acceptance up to 180 (One hundred and eighty days) from the date of opening of tender. WBSEDCL may request to extend Validity of the bid beyond 180 (One hundred and Eighty) days if required so, without any change in offer.

IB.15. Earnest money [Bid Guarantee]:

IB.15.1. The bidder desirous of taking part in a tender invited by Offices of WBSEDCL shall login to the e-Procurement portal of Government of West Bengal <https://wbttenders.gov.in> using his login ID and password.

IB.15.2. The bidder shall select the tender to bid and initiate payment of **EMD of Rs. 7,33,034/-** (Rupees Seven Lakhs Thirty-three Thousand and Thirty-four only). [2.5% of **estimated price of Rs. 2,93,21,350**]. Following payment options are available for paying EMD amount through online mode:

IB.15.2.1. Net-banking through Payment Gateway.

IB.15.2.2. RTGS/ NEFT Payment: On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/ NEFT transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e-Procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.

IB.15.2.3. Submission of EMD through BG: For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload

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scanned copy of BG in the EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT.

IB.15.3. EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. Partial payment through online mode and remaining submission through BG is not allowed. In case the EMD is submitted in the form of irrevocable Bank Guarantee, it is to be submitted as per format in **ANNEXURE-IV** and shall remain valid initially for a period of six months from the last date of submission of the bid document and claim period will be further 3 months. The Bank details for preparation of such BG is:

Name of Bank: PUNJAB NATIONAL BANK
Name of Branch: Mayukh Bhawan
A/C no.: 1096250031639
IFSC: PUNB0109620

IB.15.4. General Instructions for Online Payment:

IB.15.4.1. The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment.

IB.15.4.2. Status of NEFT/ RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs.(approx.). As such bidders opting to pay through NEFT/ RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.

IB.15.4.3. In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/ RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/ RTGS mode (challan mode).

IB.15.4.4. The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/C from which the payment of EMD has been initiated.

IB.15.5. Refund/Settlement of EMD Amount:

IB.15.5.1. For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.

IB.15.5.2. For successful bid(s), EMD will be refunded from WBSEDCL authority after submission of valid PBG on completion of the tendering process and execution of the contract.

IB.15.5.3. The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/C from which the payment of EMD has been initiated.

IB.15.5.4. In case the EMD is submitted in the form of Bank Guarantee, it is to be submitted as per format in **ANNEXURE-IV** and shall remain valid initially

for a period of 180 days from the date of opening of the bid document and claim period will be further 3 months.

IB.15.5.5. If a bidder is found not eligible at any stage of evaluation, the EMD will be returned on submission of application by bidder.

IB.15.5.6. For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/ 13 since payment gateway facility used by E-tender portal is maintained by ICICI.

IB.15.6. Successful Bidder(s) shall have to mandatorily create vendor ID through WBSEDCL Web Portal Vendor Corner, if not created earlier.

IB.15.7. For 'Bid Guarantee' submitted as BG, the bid Guarantee of the unsuccessful vendors/Bidders will be returned against their written claim within one month from the date of placement of order on the vendor/Bidders.

IB.15.8. For 'Bid Guarantee' submitted as BG, the Bid Guarantee of the successful vendor/Bidders, will be returned within 30 (thirty) days from the date of acceptance of Performance Guarantee to be submitted as per Performance Guarantee Clause of bid document.

IB.15.9. No interest shall be payable by WBSEDCL on the above Bid Guarantee.

IB.15.10. The Bid Guarantee shall be forfeited for any of the following reasons:

IB.15.10.1. If during the period of bid validity, the bidder withdraws or modifies the bid in part or as-a-whole.

IB.15.10.2. If the successful Bidder/Bidders fails/fail to accept the order unconditionally **as per "Acceptance of Order" clause** of bid document or fails/fail to furnish the contract performance guarantee as stipulated in **PBG clause** of bid document.

IB.15.10.3. If the successful bidder/bidders fail to extend the validity period of EMD as per **"Earnest Money" Clause** of bid document.

IB.15.10.4. If the undertaking provided regarding blacklisting is found to be false.

IB.15.10.5. If any cartel is formed by the tenderer in their quotation.

IB.16. General guidance for e-Tendering: Instructions/Guidelines for electronic submission of the tenders have been mentioned below for assisting the bidders to participate in e-Tendering.

IB.16.1. Registration of Bidders: Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the e-Procurement system, through logging on to <https://wbtenders.gov.in>.

IB.16.2. Digital Signature certificate (DSC): Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.

IB.16.3. The bidder can search and download NIT & Tender Documents electronically from the <https://wbtenders.gov.in> website using the Digital

Signature Certificate. This is the only mode of collection of Tender Documents.

IB.17. Signing of Bids:

IB.17.1. The bid shall be downloaded from the website www.wbtenders.gov.in and shall be signed by a **person / person(s) duly authorized by the bidder.**

IB.17.2. To be qualified for evaluation and finalization of contract, Bidder/ Bidders shall submit a written power of attorney, authorizing the signatory of the Bid to act on behalf of the Bidder in the form and manner which is acceptable by WBSEDCL.

IB.17.3. All the pages of the bid and where, entries/amendments have been made, shall be signed by the person/persons signing the bid.

IB.17.4. The complete bid shall be without alterations, interlineations or erasers, except those to accord with instructions issued by WBSEDCL or as necessary to correct errors made by the bidders, in which case such corrections shall be initialled by the person/persons signing the bid. Bids not duly signed shall be treated as cancelled.

IB.18. Submission of Bid: Bids shall be submitted as under:

IB.18.1. General process of submission: Tenders are to be submitted online through the website (www.wbtenders.gov.in). All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for, in the tender, through the above website within the stipulated date and time as given in the Tender.

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

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

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

IB.18.2. Part 1: Technical Proposal: The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in two covers (folders).

IB.18.2.1. Statutory Cover:

A. Contents of "Drafts" folder:

a. EMD: Copy of Bank Guarantee (BG) (in case online EMD is chosen to

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- be exempted by the bidder(s)).
- b. Signed copy of Power of Attorney by Bidder.

B. Contents of "NIT" folder:

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

C. Contents of "Annexure" folder:

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

D. Contents of "Forms" folder:

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

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

IB.18.2.2. Non-Statutory Cover (My Document):

A. Company Details:Copy of the following document:

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

B. Credentials:

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

IB.18.2.3. Financial Proposal:

A. Bill of Quantities (BoQ): The bidder shall quote the rate in the space marked for quoting rate in the Price Bid Sheet of the downloaded BOQ file.

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

IB.19. Submission of original copies of documents of Earnest Money Deposit:

IB.19.1. Mode of Payment: In case the online payment is chosen to be exempted by the bidder(s), the EMD must be submitted in the form of Bank Guarantee (BG) of any scheduled Bank of RBI. Payment in any other form will not be accepted.

IB.19.2. Place of submission:The original copies of such BG, towards Earnest Money

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Deposit shall be submitted in the following office:

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

IB.19.3. Time of submission: The original copies of such BG towards EMD shall be submitted in a sealed envelope in the office as stated above within the date and time as specified in the NIT. If the bidder fails to submit the original copies within the due date and time his tender will not be opened and his bid will stand rejected.

IB.20. Conditional and incomplete tenders are liable to summary rejection.

IB.21. No price preference will be allowed to any tenderer based on the size of the industry or its geographic location. Co-operative Society will not be considered with separate status.

IB.22. Late Submission of Bid: Bidder shall take all possible measures to submit the bid within the schedule date & time at specified location prescribed elsewhere in the bidding document. Late submission of bid for whatever reason shall not be accepted.

IB.23. Opening and evaluation of tender:

IB.23.1. Opening of technical proposal:

- IB.23.1.1.** Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- IB.23.1.2.** Technical proposals for those tender whose original copies of BG or online payment confirmation towards EMD have been received will only be opened. Proposals corresponding to which the confirmation towards EMD has not been received, will not be opened and will stand rejected.
- IB.23.1.3.** All bids found to be responsive will be examined in respect of "Mandatory Requirements" & other qualifying requirements as detailed in the bid document. Bids which do not satisfy the "Mandatory Requirements" and qualifying requirements will not be considered for technical evaluation.
- IB.23.1.4.** The bidder shall not take any commercial deviation from the stipulation of Bid document. If the bidder takes any commercial deviation, his Bid may be liable for rejection.
- IB.23.1.5.** Techno-commercial Deviations, if any, must be brought out in the specified Deviation Schedule **(Annexure-II)**. Techno-commercial deviations indicated elsewhere will not be considered in any circumstances. WBSEDCL during Techno Commercial Evaluation will examine these deviations. Negative deviations will not be accepted in any circumstances and shall be considered as non-responsive and shall be liable for rejection. When there is no deviation, this sheet is to be submitted with the offer duly signed with an endorsement indicating "No Deviation". Deviations not indicated here will not be taken into

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consideration.

- IB.23.1.6.** The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers.

IB.23.2. Opening of financial proposal (price bids):

- IB.23.2.1.** Financial proposals submitted by the tenderers in the prescribed format (**Price schedule Format**) and declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- IB.23.2.2.** No deviation in any form in the price-bid sheet is acceptable.
- IB.23.2.3.** The encrypted copies will be decrypted and evaluated online.
- IB.23.2.4.** After opening of the financial proposal, the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded.
- IB.23.2.5.** The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.
- IB.23.2.6.** For any discrepancy in the number of figures and words, the quoted amount in figure will prevail.

IB.23.3. Evaluation and Comparison of Bids (Price bids):

- IB.23.3.1.** On examination of documents submitted under different covers WBSEDCL will evaluate and compare the bids determined to be substantially responsive at each step.
- IB.23.3.2.** Evaluation of bid shall be made on the total price of all the line items clubbed together. Total price shall be calculated on the basis of quantity indicated in the NIT.
Evaluation of Bid will include and will consider the following:
- IB.23.3.2.1. Total Quoted price.**
- IB.23.3.3.** While evaluation, the Tender Inviting Authority or his authorized representative may summon of the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

IB.24. Conditional Rebate / Discount, if any, offered by any Bidder shall be outside the purview of commercial terms & conditions & shall not be considered during Bid evaluation.

IB.25. Time Schedule: The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the bidding document and incorporated in the contract for execution of entire job.

IB.26. Price:

- IB.26.1.** Price offer shall be submitted in the prescribed format only.

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IB.26.2. No deviation in any form in the Price Bid Sheet is acceptable.

IB.27. Tax and Duties and other Levies:

IB.27.1. The Bidder(s) shall be solely responsible for the taxes that may be levied on the Bidder(s) persons or on earnings of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under "Income Tax Act, 1961" for the Contractor or his personnel. If it is obligatory under the provisions under the "Income Tax Act,1961" deduction of Income Tax at source shall be made by the Employer.

IB.27.2. GST shall be admissible based on rule and rate in force and will be payable extra. Bidder should be registered under GST act.

IB.27.3. GST or its substitute tax as per the existing law or substituted law will be payable on over or above the quoted rate as applicable as per the rules prevailing in India

IB.28. Statutory Obligation: Statutory obligations as per law of the land are to be complied.

IB.29. Variation during execution: The provisional quantities of various items are shown in the Price Schedules. WBSEDCL, during execution of the contract, reserves the right to increase or decrease the quantity with $\pm 30\%$ (Tenpercent) but without any change in unit price or other terms and conditions.

IB.30. Period of Contract: The provisional period of contract shall be of 5 (Five) years including 5 years of service period for each of the individual LOT as elaborated in **clause SW.13.2.** WBSEDCL may increase the period of service depending upon the performance of the successful bidder. The bidder shall accept the offer having the rate and terms and conditions unchanged without imposing any further conditions.

IB.31. Issuance of LOA: Methodology of award of Contract:

IB.31.1. WBSEDCL will award the contract to the vendor whose bid has been determined to be substantially responsive and has been determined the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. WBSEDCL shall be sole judge in this regard.

IB.31.2. L1 will be awarded for providing the service. In the event of non-performance by the L1 bidder within reasonable time frame, the L2 and/or L3 bidder may be approached to perform the job vide **clause GCC 7.3.**

IB.32. Acceptance of LOA: The vendor shall submit written unconditional acceptance of LOA within 15 (Fifteen) days from date of issuance of the same, also successful vendor has to submit a signed contract document (by authorized signatory of the vendor) as per **ANNEXURE-X.** Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause.

IB.33. Right to reject Bids: WBSEDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without

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

IB.35. Settlement of Disputes:

IB.35.1. In case of any dispute arising out the contract, the same shall normally be settled amicably through meeting between the WBSEDCL and the Bidder(s) at the appropriate level.

IB.35.2. All disputes or differences in respect of which the decision, if any, has not become final shall be settled by taking recourse of law before any competent Court under the jurisdiction of Hon'ble High Court, Calcutta only.

IB.35.3. The necessary judicial affairs and/or filing and decision of any Court Case shall be exclusively within the jurisdiction of Calcutta High court only.

IB.36. Correspondence: The bidders, for communicating with WBSEDCL, for this job may use the following modes:

FAX- (033) 2337 2427.

Telephone – (033) 2319 7278.

IB.37. Representative of Bidder(s): The vendor is required to nominate one officer exclusively for this project from commencement to completion as a Nodal Officer to be stationed at Kolkata, with whom WBSEDCL will contact on all matters related to this order. The vendor has to specifically furnish to WBSEDCL, the name, designation, Telephone no. including mobile no., email address of such person.

IB.38. Conflict of Interest:

IB.38.1. The Bidder shall not have a Conflict of Interest that may affect the Tendering Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bid Security of the bidder shall be forfeited for the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

IB.38.2. Any Bidder will be found to have a conflict of Interest, if his near relative is posted as an employee/officer in any capacity in WBSEDCL, who is associated with the Tender Inviting Authority or vice-versa.

IB.38.3. Any Bidder will be found to have a Conflict of Interest, if any employee of the bidding firm/company has or develops a financial or other interest with any employee/officer of WBSEDCL associated with the Tender Inviting Authority during execution of the contract or vice-versa.

IB.38.4. Any Bidder has a relationship with another Bidder/Bidders, directly or through

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common third parties, that puts them in a position to have access to each-others information about, or to influence the Tendering Process of either or each of the Bidder will be found to have conflict of interest.

SCOPE OF WORK (SW)

SW.1. Introduction:

- SW.1.1.** WBSEDCL has already installed DLMS and Non-DLMS Meters of different manufacturers like Secure, L&T, Genus etc. at LT-CT operated Bulk consumer meters having connected load greater than 50kVA at different locations throughout West Bengal.
- SW.1.2.** WBSEDCL have already implemented Meter Data Acquisition AMR System under R-APDRP Part-A project funded by Government of India. Under AMR system, GPRS based DCU have been installed at EHV and HV sub-stations and GPRS based modems are installed at Distribution transformers, Boundary Meters and consumer premises having connected load 50 kVA and above, across jurisdiction of WBSEDCL area.
- SW.1.3.** The system as have been implemented where GPRS based modems are connected to meters via the RJ11 connector (RS232 port) and fetch different type of meter files in schedule interval or on demand basis. The data acquired from meter registry is fetched through the modems and sent to the data acquisition servers using GPRS services of different ISPs. Now from the data acquisition servers the fetched data is processed by the proprietary Meter Data Management System (MDMS) of WBSEDCL for further uses for billing in SAP-ISU and energy audits.

SW.2. Objective:The scope of work under this contract requires delivery, installation, commissioning and maintenance of total solution of Automatic Meter Reading System of 5000 modems for a scheduled installation period and thereafter five years of Service Period.

Note: The term 'modem' wherever appearing in the NIT hereafter shall mean modem along with antenna.

While implementation, the engaged vendor has to procure, install modems at different consumer premises, establish communication between the server and the modems, process the data in adesired data format. Under the scope apart from modems, total solution in respect of server, processing software (HES) to integrate with WBSEDCL's existing MDMS system shall be offered. Also, the engaged vendor has to provide a web-based portal/dashboard to run pre-defined set of queries directly on the software database to generate or view results (the nature of queries shall be intimated by WBSEDCL on requirement basis from time to time during the entire duration of the contract). The basic set of queries shall be but not limited to:

- i) Count and details of modems installed, live and disconnected.
- ii) Count and details of communicating meters in a defined period.
- iii) Count and details of converted meter data in a definite period.

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- iv) Count and details of the meter along with consumer ID which are not communicating.
 - v) Count and details of the modems that are registered.
 - vi) Count and details of the number of active modems.
 - vii) Details of modem, SIM, meter against consumer ID.
- The queries will be of display nature and shall not be for any database modification. The queries as mentioned are indicative and may not be exhaustive.

The maintenance of the whole system will have to be done by engaged vendor. The maintenance i.e. the service period shall include, apart from tasks mentioned before, all other works including maintenance of Meter to modem communication, antenna, installation, re-installation of modems, database maintenance and updates and hardware and software infrastructure maintenance i.e. HES shall be done by the engaged vendor. The SIMs shall be provided by WBSEDCL which will be used by the vendor for the system.

SW.2.1. The main objective of the system is to acquire meter data from consumer meters having connected load greater than 50 kVA located in remote consumer premises automatically avoiding any human intervention, monitor important distribution parameters, use meter data for accurate billing purpose and maintain the system for proper functioning, diagnosing and rectification of the related issues, taking corrective actions on the business activities and requirements of the management including but not limited to modem firmware upgrade or incorporating new meter protocols. The above objective shall be achieved by providing an Automatic Meter Reading (AMR) based data logging system using communication system as 4G/NB-IoT (with a fall-back to 2G) technology for selected consumer meters in the entire Utility area. System shall be capable of handling present meters compatible with DLMS/COSEM/IEC-62056/non-DLMS meters as well as import-export meters.

SW.2.2. 4G/NB-IOT modem for LT-CT operated HT Bulk consumer meters: Meter used may be of DLMS or non-DLMS category of Secure, Genus, L&T and L&G or other make having serial port (RS-232) for data communication.

SW.2.3. Centralized Head End System (HES): A Head End System (HES) server application, shall be installed at Central Data Centre to fetch raw meter data to produce converted files according to the format (csv/JSON/xml) supported by the existing MDMS system of WBSEDCL. The existing MDMS system will fetch or consume all these meter data through SFTP/Webservice for its billing and energy auditing purpose.

SW.2.4. Meter Data: The proposed data logging system is expected to provide periodic daily/monthly logging of essentially, though not limited to, the following parameters shall be captured from the meters installed in consumer premises on demand basis (The list is indicative and may not be exhaustive and there should be scope of pulling other type of data as per the utility/regulation demand depending on meter configuration):

- i) Voltage of each phase, phase to phase and phase to neutral,
- ii) Phase to Phase and Phase to Neutral Current on each phase,
- iii) Frequency,
- iv) Power-Active/Reactive/Apparent,
- v) Power Factor,
- vi) Energy-Active/Reactive/Apparent,
- vii) Instantaneous values of Power-Active/Reactive/Apparent, Power Factor, Voltage of each phase, current of each phase, Energy-Active/Reactive/Apparent,

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- viii) Load Profile,
- ix) Phase Angles of each Phase,
- x) Tamper information,
- xi) Outage information,
- xii) History data on TOD basis,
- xiii) Maximum demand and resetting of Maximum Demand automatically in definite time-interval as per existing policy,
- xiv) Event Lists
- xv) System Interruption Information

The modems shall be able to generate following data through the software:

- i) Billing data,
- ii) Date and time of collection of data:
 1. Instantaneous parameters at the time of collection.
 2. Acquire real-time instantaneous data like Voltage, Current, frequency, power factor, active power, reactive power etc. at the specified regular intervals (15/30 minutes as per meter specification) for online monitoring anywhere across utility.
 3. Acquire stored historical values of data at regular interval with power consumptions, accumulated energy, accumulated power, maximum demand and other parameters.
 4. Acquire real values of specified parameters on demand.

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

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

SW.3. Periodicity of Data Collection: The proposed system shall be capable of collecting data from all the meters where the modems will be installed. The modems shall push the data at pre-decided interval of time according to the schedule as per the existing system. The related software shall be configured in such a way that data from meters are to be collected automatically with the help of scheduler feature provided. The software shall support both scheduled and on-demand communication. The system shall be capable to design different schedules for fetching data for different meter data. The periodicity of the data is detailed below:

Parameters	Periodicity
Modem Name Plate	Node Reboot
Billing Data	Monthly
Load Profile Data	Daily
Instantaneous	8 Hour Interval
Midnight Data	Daily
Critical Event alarms	On Occurrence/ On Restoration
All event as info (meter log)	Daily

SW.4. Communication of modems to Data Centre: All the modems should be able to transmit the meter data to the HES at Central Data Centre with the facility to bridge the communication with the Central System. The communication shall be scalable and configurable to various media like 4G/NB-IoT (with a fall-back to 2G). If the modem could not establish connection to the server placed at Data centre at specified time, then it shall have capability

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to store data for limited period and send it to server automatically once connection is re-established. Modem should have the capability to send the incremental data only.

SW.5. Requirement of the system and the deliverables:

- a) The data transfer to the head end servers shall be made using incremental data sending features of the modems depending on network availability. The data through the modems shall be fetched into the database according to the schedule on polling of the same from that location. Thereafter, the fetched data string shall have to be converted and stored into WBSEDCL's MDMS data compliant format (csv/text/Json). Apart from polling of the system on periodic manner, the system shall be able to fetch data on specific requirement i.e. the on-demand polling facility shall be embedded. The proposed system shall host an interface through which the existing MDMS shall be able to fetch the files as per schedule/on-demand basis.
- b) The system designed shall have the capability of logging every communication and conversion time-stamps of the fetched data. The HES application shall have an associated database for this purpose so that the database can be used for reporting and analysis. The data base should support query browser to run different queries on demand.
- c) The HES application which will be communicated by the modems through 4G/NB/GPRS communication modes shall be able to configure the modems to upload, download/program and data from the modem. The modems shall have 4G/NB-IoT (with a fall-back to 2G) connectivity facilities.
- d) The hardware specification of servers shall be designed in such a way that it shall be capable of handling data from 10000 modems and in case the conversion takes place at the application end, it shall not take more than 2 hours at the maximum to convert the raw data into the presentable format for all the types of relevant data from 1000 meters.
- e) Modems which will be installed in metering boxes at different locations shall be compatible with 4G/NB/GPRS for communication between meters located at consumer premises. The modem shall be retro-fitted with RS232/RS485 port or both.
- f) Hardware as well as operating software as per specification for establishment of server system at Central Data Centre (CDC) shall be commissioned to download/upload data from modems and convert the data into MDMS-compliant format. Log files shall be generated during different transactions. The converted file name shall be embedded with the modem location identity nos./serial number, date-time stamp on the specific time during which data is downloaded.
 - i) The antivirus solution shall be provided by WBSEDCL and the applications provided by the vendor shall have to be compliant to the Symantec Endpoint Protection client version 14.3 and above.
 - ii) The Firewall solution shall be provided by WBSEDCL and WBSEDCL's existing infrastructure shall have to be used while deployment.

- g) The modems may be housed inside the metering room of the bulk-consumer premises. If signal reception is poor, to ensure the continuous dataflow, external antenna shall be arranged compatible with the modems.
- h) Modems shall be diagnosed from the server end employing suitable devices as a part of the contract to understand the- 'no power', 'modem-to-meter link status', 'communication media-to-server status', 'modem fault' etc.
- i) The SIMs shall be supplied and managed by WBSEDCL. The SIMs shall have a dedicated private APN and shall have **no** voice calling facilities. The SIMs shall be enabled with Data and SMS services only. The bidder has the responsibility of integrating the SIMs with the solution provided by the bidder till the end of contract period of the particular LOT where those SIMs are used. Any delay in the delivery of the SIMs by WBSEDCL shall not bear any responsibility upon the bidder.
- j) The bidders shall have to establish the communication between the modems and the server after installing them and for that purpose they shall have to perform the necessary steps for registration of the modems and other operations as necessary. Such registration shall happen remotely and in no way, the modems shall have to be dismantled from the setup.
- k) All type of fetched meter data shall be kept for a minimum of 6 months and thereafter another 6 months by archiving.
- l) The bidders shall provide a web-based portal/dashboard to run a pre-defined set of queries on the application database (the queries shall be determined by WBSEDCL as per requirement from time to time basis) to generate or analysis reports.

SW.6. The bidders shall carry out performance test-run to fine-tune the integrated system, up to the entire satisfaction of WBSEDCL.

SW.7. The bidder shall deploy trained personnel for installation, implementation and establishing communication from the modems, perform daily jobs such as monitoring the data and the system, updating database with various information and shall be required to be essentially present during the last day of a month and the first four days of the next month (even on holidays) during the bulk billing time at central location to perform the on-demand polls and other related works and shall at their own cost carry out the minor civil works on - site including drilling of holes, grinding etc. as required for fixing of the modems during installation or repair of the modem unit(s).

SW.8. All subsequent modification or alteration of the associated OEM application software shall be installed by the bidders onsite during the entire contract period at no extra cost.

SW.9. Warranty: The modems including antenna of the particular LOT and hardware shall have warranty of 5 years from the date of installation & commissioning of that modem LOT. The successful bidder shall have to visit the site for those modems which have not

communicated in 15 days from the last data received and resolve the issue within the time frame.

SW.10. Service period: Bidder/Bidders shall be responsible for region-wise maintenance of all the implemented system under their scope for a period of five years after installation and commissioning of the last modem of each Lot (as scheduled by Project Execution Plan SW.13) so as to ensure data availability. This support shall be provided by trained and experienced personnel of the bidder. During this period, bidder shall be responsible for carrying out following activities:

SW.10.1. Replacement of all un-serviceable parts or whole device (in case of non-repairable). Parts replaced should be new and original parts. For any non-repairable device, replacement of the defective equipment should be replaced with equipment/ devices equivalent or higher specification at no extra cost.

SW.10.2. Minimum one operator needs to be deployed at WBSEDCL central operational center for monitoring, liaison, reporting, SLA tracking and other necessary support services related to AMR system. The bidder shall be responsible for necessary changes in the HES in case new series of DLMS meters and also the overall management of the HES system.

SW.10.3. The bidder shall be responsible for the overall management and supervision of works. They shall provide experienced, skilled, knowledgeable and competent personnel for the installation and maintenance support, so as to provide the Owner with a high-quality system. The bidder should submit monthly status report for the service calls generated in that month including previous pending calls indicating the actions taken.

SW.10.4. The bidder should provide at least two local representatives to work from client location (WBSEDCL HQ/ Central Data Center), who shall take care of all local reporting and system monitoring with on-demand data polling job.

SW.10.5. The bidder has to provide personnel for installation at their own cost and depute during the period of installation and commissioning and service period for modems, offered Hardware and Software.

SW.10.6. The bidder shall take all necessary measures for installations and maintenance of modems at consumer premises at their own cost. The bidder shall arrange required materials for installation and data communication as well as logistics such as vehicle etc. for the aforementioned job. However, it may be noted that WBSEDCL will provide their personnel for providing access to the site for the necessary work. The bidder shall have to submit the schedule of the work to the concerned officer(s) at least one week prior so that WBSEDCL may arrange the technical manpower for aforesaid work.

SW.11. Modem and hardware details:

SW.11.1. For the specifications and details, please refer to the **ANNEXURE-XII**.

SW.12. Training: You shall impart training on day-to-day operation of the modems, as per details given below (the list includes but not being exhaustive):

- a) Operations.
- b) Basic trouble-shooting.
- c) HES software hands-on.

- d) Establishment of remote connectivity with remote database.
- e) Query handling and insights of the database.

SW.13. Deliverables:

1. Modem units (with antenna) with executable file in any suitable media for every version of developed application software along with documentation, if any,
2. Necessary operating manuals for modems, if any,
3. Servers with executable files in any suitable media for every version of developed application software along with documentation, if any,
4. Operation and maintenance service.
5. A web-based portal/dashboard where pre-defined queries could be executed for reports to be downloaded in excel format for SLAs.

SW.14. Project Execution:

GO-LIVE and final acceptance:

SW.14.1. After the contract finalization, the project shall kick-off and resources shall be deployed. The System architecture and the software solution shall be finalized. The Factory Acceptance Test (FAT) for the 1st LOT (as indicated by the schedule below) shall be completed.

i) The Operational Go-Live of the System:

The Operational Go-Live of the System shall be considered after-

a) Installation, commissioning* of all System Hardware, software, link etc. (Price Schedule line item-2 & 3). and successful integration with field nodes and other applications which should be completed within 3 months from 'zero-date'**; and

b) Declaration of Go-Live for 1st LOT of modem i.e. 100% delivery, installation and commissioning of modem, antenna, cable etc. (Price Schedule line item-1) for initial 500 LOT (1st LOT) which should be completed within the **next** three months from point **a** as mentioned above** and a minimum of 80% data availability from that LOT.

ii) Declaration of Go-live for other LOTs:

a) The later LOTs of modems shall be accepted by WBSEDCL after Site Acceptance Test (SAT) for each of the LOTs; and

b) 100% delivery, installation and commissioning* of modem, antenna, cable etc. (Price Schedule line item-1) for each 500 LOT which should be completed within next three months subsequently from the completion of installation and commissioning of the previous LOT** and a minimum of 80% data availability from that LOT.

*Commissioning shall mean integration of meter to modem and modem to HES & successful modem registration to HES with data availability of the meters.

**The implementation schedule indicates the deliverables with respect to the quarters.

Delivery Instructions:

SW.14.2. Any time after acceptance of the inspection report of Modems, WBSEDCL would issue 'Delivery instruction(s)' based on readiness of the installation sites. Delivery instruction of Servers shall be issued after receipt of factory test reports. The lot size of

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modems would not be in any case less than 500 for each LOT or as per requirement of WBSEDCL (which shall not be less than 500) and shall be delivered in 10 quarters. The delivery of modems will be in lots and the schedule indicated below. Once the deployment phase is over for hardware, software and the procured lot of modems, the Service Period will start and the SLA will commence. For each of the Lot of modems deployed, service period shall start after 'GO-LIVE' as stated in SW.14.1 for that LOT governed by SLA. The implementation shall be in strict adherence to the schedule as highlighted below:

Sl. No		Activity Name		Project timeline up to implementation schedule																						
				(Q-Quarters)																						
QUARTERS		Q 1	Q 2	Q 3	Q 4	Q 5	Q 6	Q 7	Q 8	Q 9	Q1 0	Q1 1	SERVICE PERIOD													
1	Contract Finalization, Project Kick off, resource deployment, Specification of System Architecture and Software Solution finalization. FAT testing for 1 st LOT (500 modems)																									
2	Delivery, installation and commissioning of 1 st LOT			SERVICE PERIOD FOR 5 YEARS (20 QUARTERS)																						
3	Delivery, installation and commissioning of 2 nd LOT				SERVICE PERIOD FOR 5 YEARS (20 QUARTERS)																					
4	Delivery, installation and commissioning of 3 rd LOT					SERVICE PERIOD FOR 5 YEARS (20 QUARTERS)																				
5	Delivery, installation and commissioning of 4 th LOT						SERVICE PERIOD FOR 5 YEARS (20 QUARTERS)																			
6	Delivery, installation and commissioning of 5 th LOT							SERVICE PERIOD FOR 5 YEARS (20 QUARTERS)																		
7	Delivery, installation and commissioning of 6 th LOT								SERVICE PERIOD FOR 5 YEARS (20 QUARTERS)																	
8	Delivery, installation and commissioning of 7 th LOT									SERVICE PERIOD FOR 5 YEARS (20 QUARTERS)																
9	Delivery, installation and commissioning of 8 th LOT										SERVICE PERIOD FOR 5 YEARS (20 QUARTERS)															
10	Delivery, installation and commissioning of 9 th LOT											SERVICE PERIOD FOR 5 YEARS (20 QUARTERS)														
11	Delivery, installation and commissioning of 10 th LOT												SERVICE PERIOD FOR 5 YEARS (20 QUARTERS)													

Implementation Schedule

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Service Period (SP):

SW.14.3. During the service period, the SLA will be in force and will be calculated as per **ANNEXURE-XV**.

SW.14.4. The bidder shall perform necessary service for management of the health of the devices and the system hardware and related software along with the operability of SIMs after GO-LIVE for 5 years i.e. 60 months for each stagger. All necessary spare parts under scope of service need to be kept in stock accordingly. For any non-repairable device, replacement of the defective equipment should be replaced with equipment/ devices equivalent or higher specification and with consent of WBSEDCL. Such device(s)/equipment(s) should work with perfect synchronization with the existing system and convention adopted by WBSEDCL.

SW.14.5. S.P. shall also cover trouble shooting of the system including software (HES software)

SW.14.6. In case of failure / malfunctioning of the system, concerned engineers from IT&C Cell will log service call. The service call should be attended as per schedule specified in SLA and service call will be closed only after end-to-end AMR device communication and meter data fetching up to the HES.

SW.14.7. Downtime will be calculated on Quarterly basis as per the SLA (**Annexure-XV**).

SW.14.8. The service includes replacement of all un-serviceable parts or whole device (in case of non-repairable) at free of cost by the vendor. Parts replaced should be new and equivalent to original parts. The defective parts removed will be the property of the vendor.

SW.15. Downtime Calculated Certified copy: Downtime of SLA will be calculated from HES system, verification of it will be done against WBSEDCL MDMS generated report and issuance of certificate will be done by the WBSEDCL Supervising officer.

SW.16. Safety: All safety laws, rules and regulation enforced by statutory agencies and by Utility shall be applicable in the performance of this Contract and Contractor's Team shall abide by these laws, rules and regulations. Data collection from meter shall be done in such a way to ensure less hazardous, avoiding any danger in normal conditions, so as to ensure:

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

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

General Conditions of Contract [GCC]

GCC.1. General Terms:

- GCC.1.1.** The basic consideration and the essence of the Contract shall be strict adherence to the time schedule as it will be specified in the contract for supply & services in LOA (Letter of Award) to be issued from WBSEDCL. The entire project shall be executed as per the Project Execution Plan.
- GCC.1.2.** During the service period, the engaged bidder has to deliver and install on site, updates, patches etc. of the software, if any, free of cost.
- GCC.1.3.** The engaged bidder shall maintain sufficient spares of offered Hardware and modems in spare-bank at his own cost for a total contract period.
- GCC.1.4.** For non-timely completion of the project, WBSEDCL reserves the right to divide/split/modify/cancel the entire job during placement of order without showing any reason whatsoever.
- GCC.1.5.** WBSEDCL reserves the right to negotiate with the Bidder(s).
- GCC.1.6.** The bidder has to furnish all the information as required regarding their offer.
- GCC.1.7.** Quotation from any sub-Vendor(s) will not be entertained.
- GCC.1.8.** The bidder shall satisfy WBSEDCL with his ability to complete the works positively within the stipulated time.
- GCC.1.9.** Bidders are encouraged to make the maximum use of resources available locally in West Bengal/India, provided that these meet the technical requirement as specified. The Bidder should have service centre facility for all spares available in Kolkata, West Bengal.
- GCC.1.10.** The Company reserves the right, to reject any or all the tenders, at its discretion, without assigning any reason whatsoever.
- GCC.1.11.** The WBSEDCL reserves the right to reject the contract, even after placement of LoA, if any deviation from tendered specifications is found at any point of time.
- GCC.1.12.** WBSEDCL reserves the right to review the bidder's capability and capacity to perform the work before awarding the Contract.
- GCC.1.13.** WBSEDCL reserves the right to reject the service of any device, if found that the fetched data set is corrupted or not in line with the format and not integrating with the implemented IT system.
- GCC.1.14.** The Bidder(s) shall not sub contract any part of this contract without formal approval of WBSEDCL. Any such approval shall not relieve the Bidder(s) of any liability or obligation under the contract and the Bidder(s) will remain fully responsible for all acts of default and negligence of the subcontractor.
- GCC.1.15.** To monitor the implementation/maintenance activities and to discuss other related matters, meeting will be held between Vendor and WBSEDCL depending upon the need.
- GCC.1.16.** All correspondence, documents and Bid, exchanged between the Bidder and WBSEDCL shall be written in English language. Failure to comply with this request may disqualify a bidder.

GCC.2. Quantity: The provisional quantity of the item shown in the price schedule. WBSEDCL during execution of contract, may increase or decrease the quantity of material $\pm 25\%$

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(Twenty-five percent) of the quantity shown in the price schedule without any change in unit price or other terms and condition at the time of placement of the during execution of work.

GCC.3. Loss or damage of equipment: Bidder shall see that no damages are caused to Meter, Electrical Cables, wires, station installations, communication lines, electric devices etc. If any damage is caused to or suffer or and in general to WBSEDCL equipment or any property or by the consequences of the acts of unlawful omission of the contractor, its employees and workmen or other person connected with it, necessary repairs or replacements shall be taken up by WBSEDCL at the risk and cost of the bidder. The expenses shall be recovered from the money due and payable to the bidder or by other appropriate processes.

GCC.4. Inspection, Testing, Review and Acceptance:

GCC.4.1. The successful bidder on award of the contract shall invite IT&C Cell for inspection of 1st lot of 500 Modems along with the developed software according to the schedule SW 14.2 for carrying out sample testing and necessary clearance towards further delivery. WBSEDCL will inspect and check the modems and the developed application for their correctness and completeness and give requisite feedback to the bidder regarding its acceptability.

FAT Inspection: FAT will be carried out by joint inspection of WBSEDCL's representative and QA/QC manager from manufacturer. Deliverables shall not be shipped until all required inspections and tests have been completed, all deficiencies have been corrected, and the equipment has been approved for shipment by WBSEDCL authority.

The vendor will have offered the materials in writing for material inspection. The vendor shall intimate at least 7 days in advance through notice(s) about the readiness of material for dispatch commensurate with specific delivery schedule so as to enable the purchaser to depute his representative for inspection testing and checking of the material/equipment (Expenses will be borne by the purchaser). For this purpose, the date of receipt of the letter in the office of the purchasing authority shall be deemed as the date of call for inspection and not the date mentioned in the letter and the date of dispatch. The designated officer/ representative of WBSEDCL shall on giving seven days, notice in writing to the contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject any drawing and all or any plant, or workmanship connected with such work which in his opinion are not in accordance with the contract or are in his opinion defective for any reason whatsoever.

If any inspections or tests indicate that specific hardware, software or documentation does not meet the Specification requirements, the appropriate items shall be replaced, upgraded, or added by the vendor as necessary to correct the noted deficiencies. After correction of a deficiency, all necessary retests shall be performed to verify the effectiveness of the corrective action.

The purchaser reserve to him the right of having any inspection of special test of a reasonable nature at contracts premises or at sites in addition to those prescribed in applicable standards and the enclosed technical specification. In case of inspection for more than two times for the same offered lot due to vendor's default, a penalty amount of Rs. 25,000 /- (excluding GST) against each inspection will be payable by the bidder to the account of WBSEDCL. Unless the inspection is specifically waived no material shall be dispatched without inspection and clearance for dispatch by the purchase's representative. The purchaser reserves the right to reject all or any part of the material being manufactured of awaiting dispatch, due to any defect or deviations from the standard specifications

prescribed as observed during the Inspection.

In case of any dispute/difference in this regard the decision of the Chief Engineer (IT&C) shall be final and binding. The purchaser also reserves the right to get the material/equipment tested in any recognized Government Laboratory & claiming any compensation or rejecting the material/equipment, if not found in accordance with the specification. All charges consequent to such rejection and replacement/rectification shall be borne by the supplier.

The test shall be considered complete when

- (a) when all variances have been resolved;
- (b) all the test records have been filed;
- (c) Assigned officer from WBSEDCL acknowledges in writing the successful completion of the test.

GCC.4.2. Pilot run of the system: Testing of data downloading with your software and offered 4G/NB/GPRS mode of communication connecting at least 10 modems at WBSEDCL installations shall be done within 10 weeks from date of contract agreement (**zero date**). Such pilot test needs to be carried out to verify the performance of the modems.

GCC.4.3. In case, the items get rejected by WBSEDCL, the contract may be terminated immediately after serving seven (7) days' notice to the vendor.

GCC.4.4. WBSEDCL, prior to or after replacement of order, may visit users' premises for observing the quality of modems.

GCC.4.5. WBSEDCL reserves the right to arrange, at its own cost, testing of materials purchased under this contract, by engaging a reputed testing agency, for their acceptance/rejection or sending WBSEDCL official(s) at factory premises. The testing agency, as well as quantity of items to be tested, will be decided upon by WBSEDCL. Any lot of item, found defective or with negative deviation in specification will be rejected and must be replaced by you with a working lot with acceptable specification within 7 (seven) days from the date of inspection and testing without any extra cost to WBSEDCL on any account. The additional cost of testing to be incurred by WBSEDCL, after replacement of defective item(s) shall be borne by you at actuals.

GCC.4.6. The performance of the system would be tested at different phases of execution and site acceptance for the later lots of modems will be carried out accordingly.

GCC.5. Statutory Obligations: Statutory obligations as per law of the land are to be complied with, by the Bidder(s). Workmen's Compensation Act 1923, the Contract Labour (Regulation & Abolition) Act 1970, Employees Provident Funds and Miscellaneous Provisions Act 1952, Employees' State Insurance Act 1948, Payment of Wages Act 1936 etc. and rules made there under for every act, are to be dealt with by the Bidder(s) as per relevant act and the financial obligation/s arising out of statutory obligations would be entirely on Bidder(s)'s account and WBSEDCL will not be responsible on this score for any reason whatsoever.

GCC.6. Locations: The Locations of meters where the modems have to be installed with the HT Bulk Consumer meters are scattered throughout the State of West Bengal under the jurisdiction of WBSEDCL and will be provided to the engaged bidder as per the requirement.

GCC.7. Contract Period:

GCC.7.1. The '**zero-date**' shall be the date of the contract agreement.

GCC.7.2. The contract shall remain valid for a period of 5 (Five) years from the date of commissioning (refer to clause SW 13.1) of the last modem of that procured Lot.

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The service period for the modems, hardware and software will commence for 5 years from the commissioning of the modems of that LOT.

GCC.7.3. WBSEDCL may terminate the contract earlier, prior to expiry of contract period, with 1 (One) months' notice, if the performance of the Bidder(s) is not found to be satisfactory. In that case, WBSEDCL may move to L2 bidder and the liabilities due to this difference of cost will be recovered from the L1 bidder.

GCC.7.4. WBSEDCL, if desires and if the performance of the vendor is satisfactory may extend the SP for a maximum of 2.5 years for the exhausted LOT(s) at same rate and terms depending on the time-period to maintain the continuity of the project as a whole subject to the approval of WBSEDCL management.

GCC.8. Price:

GCC.8.1. Price offer shall be submitted for only the specified items and as per given specification only.

GCC.8.2. All prices shall be given item wise in Indian Rupee only.

GCC.8.3. Price evaluation will be made on total price of all items as per the formula clearly mentioned in the 'Price Bid Sheet'.

GCC.8.4. The quoted unit rates shall remain firm throughout the period of the contract.

GCC.9. Taxes, Duties and other levies:

GCC.9.1. The Bidder(s) shall be solely responsible for the taxes that may be levied on the Bidder(s) persons or on earnings of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under "Income Tax Act, 1961" for the Contractor or his personnel. If it is obligatory under the provisions under the "Income Tax Act, 1961" deduction of Income Tax at source shall be made by the Employer.

GCC.9.2. GST shall be admissible based on rule and rate in force and will be payable extra. Bidder should be registered under GST act.

GCC.9.3. The statutory taxes, that is, Income tax & surcharge on Income tax, other taxes on Works Contract as per Acts & Rules shall be deducted at source by the owner. Tax Deduction Certificate will be issued against the same.

GCC.10. CONTRACT AGREEMENT: The contractor (successful bidder) shall have to be entered into a Contract Agreement 15 (fifteen) days from the issue of the Letter of Award (LOA) with West Bengal State Electricity Distribution Company Limited (WBSEDCL) for the proper fulfilment of the contract as per Proforma **(ANNEXURE-X)**. All Documents/ Correspondences relevant to this tender evolved during the tendering process and firming up of the Contract and during execution of the work will form part of the agreement. The successful bidder shall have to submit a copy of the whole tender document duly signed and stamped by the authorized representative of the successful bidder.

GCC.11. Insurance:

GCC.11.1. You shall arrange transit/risk insurance for the materials from the store to destination at your own cost till completion and hand-over of the implemented system to WBSEDCL.

GCC.11.2. If any loss or damage of equipment occurs by that time, you shall make good such loss or damage within a reasonable time at your own cost and responsibility without delaying the project.

GCC.12. Contract Value:

GCC.12.1. The contract value of the project will be the total amount for 5 Year Price as price schedule sheet. (The price should be Excluding Tax and Duties).

GCC.12.2. The Price schedule:

Sl. No.	Description of work	Quantity	Unit Rate(Rs.)	Total Amount (Rs.)
(A)	(B)	(C)	(D)	(E)
1	4G modem, antenna with Installation & commissioning	5000 (Nos)		
2	System Hardware with installation & Commissioning (Application, Database, Operator Desktops, Firewall, Ext. HDD, LAN Switch (24 ports), KVM Switch with cables, Printer etc.)	1 (Lot)		
3	System Software / Head End system with installation & Commissioning	1 (Lot)		
4	Service Period Charges Per Node per month for 5000 nodes* *Nodes include Modem, Antenna, System Hardware & Software of 5000 nodes for 5 years (The Total Amount (E) shall be calculated as column C*D*5*12)	5000 (Nos)		
Total (1+2+3+4):				

GCC.12.3. The Service Period charges shall be a **minimum of 20% of the modem unit** (along with antenna) cost per year.

GCC.13. Performance Guarantee:

GCC.13.1. As Contract Guarantee, the successful bidder has to furnish a Performance Guarantee in the form of Bank Guarantee on non-judicial stamp paper of Rs 100 amounting to **3% (Three) of the contract value** from any Indian Scheduled Bank as per proforma enclosed (**Annexure XI**).

GCC.13.2. Additional security of 10% of the quoted price may be submitted by the bidder, in case the offer rate is abnormally lower than the estimated cost, as per the proforma enclosed (**Annexure XVI**).

GCC.13.3. The Performance Guarantee shall be submitted to the Chief Engineer, IT&C Cell, 3rd Floor, 'D' Block, Vidyut Bhawan, WBSEDCL

GCC.13.4. The Performance Guarantee shall cover the service period for satisfactory performance. For any failure towards satisfactory performance on the part of the Bidder(s), the Bank Guarantee will be liable to encashment and forfeiture. The proceeds of the Performance Guarantee shall be payable to WBSEDCL as compensation for any loss resulting from the failure on the successful bidder's part to complete its obligations under both the Contracts or if any Liquidated Damage is levied on the Bidder(s) as per terms of any of the two Contracts.

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GCC.13.5. Performance Guarantee furnished in any other form will not be accepted.

GCC.13.6. Performance Guarantee will not carry any interest.

GCC.13.7. The above Performance Guarantee is to be submitted within 1 (One) month from the date of issue of the order and shall remain valid up to 3 (three) months after end of the contract period with a further claim period of 3 months.

GCC.13.8. In case the contract is renewed, the successful bidder has to extend the validity of the Performance Bank Guarantee for a further period of ninety (90) days after the renewed contract Period.

GCC.14. Liability for Accident: In case any accident occurs during the reading process or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Project Manager and also to all the authorities envisaged under the applicable laws and all cost related to be borne by contractor.

GCC.15. INDEMNITY BOND: The successful bidder shall have to produce the work Indemnity Bond as per format annexed (**Annexure-V**) to The Chief Engineer, IT&C Cell within 30 (thirty) days from the date of issuance of the LOA.

GCC.16. Risk Purchase / Performance: Adherence to time schedules mentioned in the foregoing clauses shall be deemed as the essence of contract and if the successful bidder fails to execute the contract up to the satisfaction of WBSEDCL, as would be laid down in the contract, WBSEDCL shall be entitled to get the job executed engaging any other on that account and at the risk of the successful bidder or to cancel the contract and the successful bidder shall be liable to compensate for any loss/damage which WBSEDCL may sustain by reason of such failure on their part.

GCC.17. Liaison Office: The bidder will have to open site offices at strategic locations (logically identified by WBSEDCL) headed by responsible persons along with suitable manpower and with facilities of phone/mobile. This office needs to be made operational immediately after placement of the order and will operate during the entire contract period. They should have sufficient technical knowledge regarding AMR concepts and operations.

GCC.18. Acceptance of LOA: The bidder shall submit written acceptance of LOA within 15 (Fifteen) days of date of issuance of the same. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause.

GCC.19. Cancellation/Termination of Order: WBSEDCL reserves the right to terminate the contract either in part or in full due to reasons of non-Compliance of stipulated activities laid down in different clauses under this contract, also have the right to invoke and appropriate the entire amount of Bank Guarantee without citing any cause thereof. The following causes may also lead to cancellation of LOA.

GCC.19.1. The successful bidder fails to submit written unconditional acceptance of order within 15 (Fifteen) Days from the date of issuance of the order.

GCC.19.2. If the successful bidder fails to submit the Performance Bank Guarantee as per stipulated format, with requisite validity and within the specified time period with 15 (Fifteen) days' notice to the Bidder(s).

GCC.19.3. If the successful bidder fails to get the clearance of WBSEDCL regarding acceptability of the replacement parts/ device along with the software within the stipulated time frame.

GCC.19.4. If the performance of the successful bidder is found to be non-satisfactory at any stage during the entire contract period.

GCC.19.5. If the successful bidder fails to adhere to the 'Confidentiality' clause. In that case termination would be instantaneous.

GCC.19.6. If the successful bidder fails to comply with any other stipulated activities apart from those, mentioned above, as laid down in various clauses under the orders. In each above case 15-days termination notice shall be issued prior to termination of LOA.

GCC.20. Premature Termination: If the vendor exits from the contract transferring the entire liability or part thereof prior to natural termination of the contract period, WBSEDCL should have the right to invoke and appropriate the entire amount of Bank Guarantee without citing any cause thereof.

GCC.21. Force Majeure:

GCC.21.1. The vendor shall have no liability if prevented from carrying out any of the vendor's obligations by reason of war, Invasion, act of foreign country, hostilities, riots, civil commotion, mutiny, accident, earthquake, fires, floods, lockdown, orders and / or restrictions and other cause beyond the reasonable control of the vendor. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents / proofs to the entire satisfaction of WBSEDCL.

GCC.21.2. WBSEDCL will not take any additional liability towards enhanced taxes, duties and price variation due to force majeure condition.

GCC.22. Terms of payment:

GCC.22.1. Submission of bills for payment: All the bills in **triplicate** with relevant papers, documents are to be submitted for payment addressing to the Office of the Chief Engineer, IT Cell, 3rd Floor, D-block, Vidyut Bhawan, Kolkata- 700091. Payment will be released only after submission of performance BG. No advance payment will be made.

GCC.22.2. Payment schedule:

GCC.22.2.1. After Successful Go-Live of the system

Bill amount:

i) **70%** of the Price Schedule Sl. No.1 (Charges for 4G modem, antenna), on delivery of that LOT.

ii) **30%** of the Price Schedule Sl. No. 1 (Charges for 4G modem, antenna), on installation & commissioning of that LOT.

iii) **100%** of the cost of System Hardware and software (Price schedule Sl. No 2 & 3) on installation & commissioning of the **first** LOT **

including 100% taxes as applicable on those materials after calculation of LD, if applicable, for both i) and iii) above.

Enclosures: Receipt challan duly signed by the consignee.

** Amount can be claimed after Successful Go-Live of 1st Lot as per clause(GO-LIVE Clause)

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GCC.22.2.2. Payment for Service period (5 years):

Bill amount:

i) 5% of the Price Schedule Sl. No.4 (Service Period Charges), of that LOT, payable on each quarter for a total of 20 quarters plus tax as applicable.

GCC.22.2.3. Payment will be made against bill in triplicate duly supported with a performance Certificate from the concerned supervising officer and certified by Controlling Officer.

GCC.23. Legal Jurisdiction:

GCC.23.1. During execution of this contract, if any dispute arises thereby, it shall be settled amicably between the contracting parties.

GCC.23.2. All disputes or differences in respect of which the decision, if any, has not become final shall be settled by taking recourse of law at any competent Court under the judicature of Hon'ble High Court, Calcutta only.

GCC.23.3. The necessary legal affairs and / or court case shall be exclusively within the jurisdiction of Calcutta High Court or any subordinate court having competent jurisdiction at Kolkata only.

GCC.24. Liquidated damage (LD) and Service Level Agreement (SLA):

GCC.24.1. The timely completion of the entire project including handing over the system to WBSEDCL as per completion time is the basic consideration and essence of the contract and WBSEDCL reserves the right to repudiate the contract if the bidder fails to complete the work within stipulated period of completion.

GCC.24.2. There will be LD imposed if

GCC.24.2.1. The successful bidder fails to deliver and implement the modems, hardware and software as per the project execution plan (**SW.14.1.and SW.14.2.**).

i) L.D. of 0.5% per week or part thereof subject to a maximum of 5% of the value of modem and antenna (Price schedule Sl.1) of that particular LOT may be levied on delay of delivery, installation and commissioning.

ii) L.D. of 0.5% per week or part thereof subject to a maximum of 5% of the value of system hardware and software (Price schedule Sl. 2 & 3) may be levied on delay of delivery, installation and commissioning of system hardware and software.

GCC.24.2.2. The successful bidder fails to execute the terms provided in the warranty clauses (**SW.9**) in case of delay in rectification of modem unit or hardware related issues on the part of them:

i) the LD levied shall be Rs. 200/- per modem per month or on pro-rata basis after expiry of the stipulated period on the service period charges till the issue is resolved.

GCC.24.3. WBSEDCL shall have the right to repudiate the contract if the work is not been performed as per satisfaction and as per time schedule. The following causes may also lead to cancellation of LOA. However, the ordering authority may at his discretion waive this condition with imposition of liquidated damage indicated herein below.

GCC.24.4. Once the deployment phase is over for hardware, software and the procured lot of modems, the SLA will commence. After commissioning the last modem of each of the Lot, service period will commence and will be as per subsequent deployment of the LOTsgoverned by SLA. The SLA shall be deducted on Service Period charges (sl. no.4 of Price Schedule).

GCC.24.5. Downtime will be calculated on Quarterly basis as per the SLA. The deductions that WBSEDCL may make will be on the basis of the SLA as defined in **Annexure-XV**.

GCC.24.6. Any LD realizable under any of the aforementioned clause shall be realized from any of the pending bills/ Bank Guarantees of the Bidder(s) lying with WBSEDCL.

GCC.24.7. In case of termination of LOA as per termination clause, WBSEDCL will engage third party for the maintenance of items and related service. The difference in cost of AMC for engagement of third party will be deducted from outstanding bill /BG lying/to be lying with WBSEDCL

GCC.25. Limitation of liability:

GCC.25.1. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay liquidated damages to WBSEDCL, and

GCC.25.2. 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 the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment/solutions with respect to patent infringement.

GCC.26. WBSEDCL personnel for liaison:

GCC.26.1. Controlling Officer: Additional Chief Engineer, IT&C Cell.

GCC.26.2. Supervising Officer: Superintendent Engineer/ Divisional Engineer, IT&C Cell

GCC.26.3. Site Officer:Regional Managers of the respective Regionsof WBSEDCL

GCC.26.4. Paying Authority: Manager (F&A), IT&C Cell, WBSEDCL.

Special Conditions of Contract (SCC)

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

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

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

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

SCC.5. Conflict of Interest:

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

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

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

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

SCC.6. Confidentiality:

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

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

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

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

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

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

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

SCC.6.6. Non-disclosure agreement as per **ANNEXURE-XVII** needs to be executed on a 100-Rupee stamp paper at the time of signing of agreement.


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

FORMS and ANNEXURES

Item	Description
Price Bid Sheet (BoQ)	Item Rate BoQ
FORM-I	Declaration of Mandatory Condition
FORM-II(A)	Checklist of Mandatory Condition
FORM-II(B)	Schedule of Bids
FORM-II(C)	Certificate of Yearly Turnover
ANNEXURE-I	Bid Proposal
ANNEXURE-II	Techno Commercial Deviation Sheet
ANNEXURE-III	Statement of Orders Executed
ANNEXURE-IV	Proforma of Bank Guarantee for Bid Guarantee
ANNEXURE-V	Proforma of Indemnity Bond
ANNEXURE-VI	Proforma of Declaration of Black Listing
ANNEXURE-VII (A) & (B)	Proforma of Declaration Regarding abandonment or Rescission of Work
ANNEXURE-VIII (A) & (B)	Declaration
ANNEXURE-IX	Pre-Bid Query Format
ANNEXURE-X	Proforma of Contract Agreement
ANNEXURE-XI	Format for Bank Guarantee for contract Performance
ANNEXURE-XII	Technical Specifications
ANNEXURE-XIII	GTP
ANNEXURE-XIV	MAF
ANNEXURE-XV	SLA
ANNEXURE-XVI	Format for Additional PBG
ANNEXURE-XVII	Format for Non-Disclosure Agreement

BoQ FORMAT

Price BID for AMR devices at different locations of WBSEDCL.

Sl. No.	Description of work	Quantity	Unit Rate (Rs.)	Total Amount (Rs.)
(A)	(B)	(C)	(D)	(E)
1	4G modem, antenna with Installation & commissioning	5000 (Nos)		
2	System Hardware with installation & Commissioning (Application, Database, Operator Desktops, Ext. HDD, LAN Switch (24 ports), KVM Switch with cables, Printer etc.)	1 (Lot)		
3	System Software / Head End system with installation & Commissioning	1 (Lot)		
4	Service Period Charges Per Node per month for 5000 nodes* *Nodes include Modem, Antenna, System Hardware & Software of 5000 nodes for 5 years [The Total Amount (E) shall be calculated as Column C*D*5*12]	5000 (Nos)		
Total (1+2+3+4):				

NOTE: -

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

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

Signature of the bidder with Office Seal

Dated-----

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FORM-I Mandatory Requirement (MR) of Bidder				
Sl	Description	Qualification Criteria	Evaluation/ Document Required	Submitted Yes/ No
1	Bidders Identity	The bidder shall be a private/public Company registered under Companies Act 1956 / 2013 proprietary firm / partnership firm.	Certificate of Incorporation and Registration.	
2	Experience	a) Bidder(s) must have experience in implementation and AMC Service for AMR devices and having a minimum value of Rs. 1.5 Crores (Rupees One and half Crores only) in one single order in India during the last 05 years in Government/Semi-Government/PSU Establishments. b) The proposed modem must have been installed of a minimum quantity (cumulative) of 2000 modems for Indian power utility(ies) in the last 7 years.	i. The bidder shall submit the documentary proof of orders received. ii. Certificate mentioning order reference from Ordering Authority with satisfactory completion / ongoing during last five years (2018-2019, 2019-2020, 2020-2021, 2021-22& 2022-23). (above details as per Form-II A, B&C)	
3	Financial Strength	a) Bidder(s) must have average annual turnover of not less than 100% of the estimated price (as indicated in the document) during last three financial years or aggregated turnover of Rs.10 Crores for the last three FY ending on 31- Mar-2023 (i.e., for the F.Y. 2019-20,2020-21& 2021-22).	Provide the turnover in a separate sheet (as per Form-II) with Auditor's signature along with following supporting document duly attested. i. Complete set of audit report for Companies and tax audit report in case of Firms or Entities other than Companies for financial years 2019-20,2020-21&2021-22 are required to be submitted.	
		b) Liquid asset of the Bidder(s) including fund-based credit facility shall not be less than 25% of the estimated price (as indicated in the document) for last 3 years.	CA certified copy of the last three financial years i.e., 2019-20,2020-21& 2021-22 to be submitted.	

 E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load >=50 kVA under WBSEDCL.

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

7	Statutory obligations	Must Comply with all statutory obligations	(i) Self-attested copy PF Registration Certificate. (ii) Self-attested copy of PAN Card. (iii) Self-attested copy of GST Registration Certificate. (iv) Self-attested copy of Company registration certificate. (v) Self-attested copy of Authorization for signing the tender documents. (vi) Self-attested copy of Profession Tax Registration Certificate	
8	Net worth	Net worth of the bidder should be positive	Required documents certified by a CA needs to be submitted	

- Consortium shall not be allowed if individual parties of the consortium are not fulfilling all selection criteria.
- Government owned enterprises may only participate if they are legally and financially autonomous and not a dependent agency of WBSEDCL.

Signature of the bidder with Office Seal

Dated-----

FORM- II(A)
Checklist of Mandatory Conditions

West Bengal State Electricity Distribution Company Limited																
Tender Notice No. Dt.: ..2023																
Details of information to be provided in support of Mandatory condition (copy of Supporting document to be submitted with the bid)																
Sl. No.	Item Details	Details														
1	Contact Person with Telephone No., Mobile No., E-mail ID and FAX No. of the Bidder															
2	Communication details of Office at Kolkata															
3	PF Registration No. & valid up to (a copy should be enclosed)															
4	Permanent Account No. (PAN)															
5	GST registration No.															
6	SSC Code of GST															
7	Company Registration No.															
8	Earnest Money (Amount and in the form of BG/online) submitted															
9	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Whether agreed to (YES/NO):</td> <td colspan="2"></td> </tr> <tr> <td style="width: 30%;">a) Terms of Payment:</td> <td style="width: 20%;"></td> <td style="width: 30%;">c) Risk purchase clause:</td> <td style="width: 20%;"></td> </tr> <tr> <td>b) Earnest Money clause:</td> <td></td> <td>d) Liquidated damage clause:</td> <td></td> </tr> </table>				Whether agreed to (YES/NO):				a) Terms of Payment:		c) Risk purchase clause:		b) Earnest Money clause:		d) Liquidated damage clause:	
Whether agreed to (YES/NO):																
a) Terms of Payment:		c) Risk purchase clause:														
b) Earnest Money clause:		d) Liquidated damage clause:														
10	Whether the bidder has submitted a) Current Professional Tax clearance certificate b) Copy of PAN Card															
11	Annual Turn Over for each of last three financial years	2019-20 (in `crore)	2020-21 (in `crore)	2021-22 (in `crore)												

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load >=50 kVA under WBSEDCL.

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

FORM- II(B)**SCHEDULE OF BIDS**

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

(Signature and Seal of Tenderer)

Dated-----

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load ≥ 50 kVA under WBSEDCL.

FORM- II(C)

Certificate regarding Summary Statement of Yearly Turnover

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

Sl. No.	Financial		Remarks
	Year	Turnover rounded up to two digits after decimal (Rs. In Lakh)	
1.	2019-20		
2.	2020-21		
3.	2021-22		
Total			

Average Turnover:

Note:

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

(Signature with Designation & Seal)

Dated-----

ANNEXURE-I: BID PROPOSAL

From

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

To

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

Sub.: Invitation to Bid for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load of 50 kVA and above under WBSEDCL

Dear Sir,

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

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load ≥ 50 kVA under WBSEDCL.

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

4. DEVIATIONS:

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

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

5. WORK SCHEDULE:

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

6. CONTRACT PERFORMANCE GUARANTEE:

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent to ten percent (3%) of the Contract Price as stipulated in Bid document in the form of Bank Guarantee (Please specify the form of guarantee) in your favour and enter into a formal agreement with you within 15 (Fifteen) days from the date of placement of Letter of Award.

Dated.....this.....day of.....2023

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

ANNEXURE-II: TECHNO COMMERCIAL DEVIATION SHEET

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

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

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

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

Signature of Authorised Signatory with office seal

Name and address of the bidder:

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

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load >=50 kVA under WBSEDCL.

Deviations not indicated here will not be taken into consideration.

ANNEXURE-III

STATEMENT OF ORDERS EXECUTED.

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

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

Dated-----

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load >=50 kVA under WBSEDCL.

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

(To be stamped in accordance with Stamp Act)

Ref. No.:

Date:

To

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

Dear Sirs,

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

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

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

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

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

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this _____ day of _____ 2023 at _____.

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load >=50 kVA under WBSEDCL.

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-V: PROFORMA OF INDEMNITY BOND

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

BY THE PRESENT INDEMNITY BOND EXECUTED by me/us on this.....Day of.....2023.....I/We having Registered Office/residing at.....

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

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

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

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

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

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load >=50 kVA under WBSEDCL.

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

Deponent

Witness

1.....

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load >=50 kVA under WBSEDCL.

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

Reference: Tender Notice No.:

In the case of a Proprietary Concern:

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

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

In the case of a Partnership Firm:

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

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

In the case of a Company:

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

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

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

Signature of Authorised Signatory with office seal

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load ≥ 50 kVA under WBSEDCL.

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

Reference: Tender Notice No.:

In the case of a Proprietary Concern:

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

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

In the case of a Partnership Firm:

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

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

In the case of a Company:

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

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

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

Signature of the Tenderer with seal
Dated _____

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load ≥ 50 kVA under WBSEDCL.

ANNEXURE-VIII (A)

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

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

I, _____, Partner/Legal Attorney/Accredited

Representative of M/S _____ solemnly declare that:

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

Signature of the Tenderer with seal

Dated _____

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load ≥ 50 kVA under WBSEDCL.

ANNEXURE-VIII (B)

FORMAT OF LETTER OF BID

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

To,
The Tender Committee,

Sub: Letter of Bid for the work

Ref: 1. NIT No ----- dated -----

2. Tender Id No. -----

Dear Sir,

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

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

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

(Signature of the Tenderer with Seal)

Dated-----

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load ≥ 50 kVA under WBSEDCL.

ANNEXURE-IX: PRE-BID QUERY FORMAT

West Bengal State Electricity Distribution Company Limited
Tender Notice No. WBSEDCL/IT&C/ Dated: . .2023

Pre-BID Query Format

Name of the Bidder:

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

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load >=50 kVA under WBSEDCL.

ANNEXURE-X: PROFORMA OF "CONTRACT AGREEMENT"

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

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

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

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

1) NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

1.0 Article

1.1 Award of Contract

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

2.0 Documentation

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

- i. Tender No.**-----
- ii. LOA No.** -----

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

3.0 Conditions & Covenants

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load >=50 kVA under WBSEDCL.

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

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

3.3. Time Schedule

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

3.4. Quality Plans

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

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

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

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

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

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

4.0 SETTLEMENT OF DISPUTES

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

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

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

ANNEXURE-XI: FORMAT OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. _____

Ref No. _____

Date: _____

To

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

Dear Sir,

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

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

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

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load >=50 kVA under WBSEDCL.

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

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

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

Dated this _____ day of _____ 20 ____ at _____

Witness:

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____

Date _____

ANNEXURE- XII: TECHNICAL SPECIFICATIONS

MODEMS

The offered modem shall be suitable for communication with electronic energy meter of all categories. The modem shall be used for remote meter reading of electronic energy meters via 4G (with a fall back to 2G)/NB-IoT infrastructure with suitable AMR Software & required accessories.

The features of intelligent the modem shall be or better as mentioned below:

A. Power Supply Section:

1. The modem shall have three phase AC input supply and should be capable of proper functioning within the power supply range of 50 to 540V AC, 50 Hz.
2. However, the modem should also be capable of operating on single phase 230V, 50Hz power supply. The modem shall be suitably protected against surge.
3. Average Power consumption of the modem shall not be more than 3VA under idle condition and 6VA during data transfer.
4. Input terminals: The power supply input will be a suitable four core.
5. Modem should withstand capacity against surges should be up to 6.0 kV.
6. Modem should withstand capacity against impulse should be up to 6.0 kV.

B. Communication Interface:

1. The RS232 output shall be provided on a 9-pin female connector for connection to electronic energy meter's optical/ serial communication port through suitable communication cable.
2. Communication to external world using NB-IoT/4G (with a fall back to 2G)

C. 4G Section/NB-IoT section:

1. The modem shall operate in Dual/Quad band GSM850/900/1800/2100MHz shall operate in NB band (as per WPC allocation)
2. The modem shall be compliant with ETSI GSM Phase 2 Standard.
 - **Class-5 (+20dBm $\pm$ 2dB) for NB**
 - **Class-4 (+30dBm $\pm$ 2dB) @ 900MHz**
 - **Class-1 (+30dBm $\pm$ 2dB) @1800MHz**
3. The modem shall support Point-to-Point transmission.
4. It shall have data push feature.
5. Serial binary and suitable data format for data transfer.
6. Modem should support both data and SMS transmission and the SMS Transmission to pre-defined nos. shall be provided by Modems. It should have both GPRS-4G and /or LTE feature or NB-IoT feature
7. IPV4 and IPV6 Support
8. GPRS class B Multi slot class 12 or class B Multi slot class 10 support
9. Packet Channel Support: PBCCH
10. Coding Schemes: CS1 to CS4 compliant with SMG32 (Release 97)
11. 3GPP compliance: - module shall comply to 3GPP release 13 or above model for protocol testing

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D. RFsection:

- 1.SMA (F) interface shall be provided on the enclosure for Antenna connection.
2. Gain of Antenna should be of 3/5/12 dbi.
- 3.SMA (F) interface shall be provided on the 4G/NB-IoT (with a fallback to 2G) modem to which either a fixed or a wired (with magnetic base) Dual Band built-in Antenna of minimum 5dbi gain can be connected. Provision shall also be made to connect 12dbi high gain external antenna to improve poor signalstrength.

E. SIM CardSection:

1. For placing the SIM Card, a SIM card holder shall be provided on the modem and shall be accessible from outside without opening the modemenclosure.
2. The SIM Card supported shall be of 3V/1.8VInterface.
3. Interlocking facilities shall be provided under the device cover.
4. SIM card holder shall be provided with suitable sealing provision on the device cover.Competent

F. Network IdentificationSection:

For determining the health of the device an LED shall be provided on the modem which will depict the current functioning status (power up/register in network/ transmitting data).

- a. The modem shall perform auto network registration at power up.
- b. A minimum of three different colored LEDs shall be provided on the modem which shall depict the current functioning status.
 - Signal status
 - Data transfer between Meter and Modem
 - SIM Registration and Remote Data transfer on NB-IoT/ GPRS

G. IS/IECSpecifications:

The modem shall meet the following IS/IEC specifications:

1	Impulse voltage test	IEC-61000-4-5(95-03)
2	AC voltage test	IS-13779:1999
3	Insulation resistance test	IS-13779:1999
3	Electrostatic Discharge (ESD)	IEC-61000-4-2(1995-02)
4	Electromagnetic radiated HF susceptibility	IEC-61000-4-3(1995-02)
5	Fast transient Burst test	IEC-61000-4-4(1995-02)
6	Radio Interface Measurement(CS)	IS-6842
7	Surge Immunity test	IEC61000-4-5
8	Safety compliance	IS-13252
9	Conducted Emission	CISPR22 (Class B)

H. EnvironmentalSpecifications:

1. Operating temperature range: Min. 10 degrees to +55 degrees
2. Humidity: 95% RH (non-condensing)

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load >=50 kVA under WBSEDCL.

I. Mechanical Specifications:

1. Mounting Arrangement: A suitable wall mounting arrangement shall be provided.
2. The modem shall comply with IP-55 rating.
3. Sealing Arrangement: The base and top cover shall have a suitable sealing or Break to open arrangement.
4. The modem shall be housed in an enclosure of engineering plastic.

J. Memory:

1. The modem shall be housed in an enclosure of engineering plastic and shall have minimum memory of 4 MB.

H. Functional specifications:

1. The modem should be an intelligent device and capable of providing the following functionalities on 4G/NB-IoT/ GPRS network with suitable AMR Software:

- a. The modem should be capable to store and transmit the data from meter to Central station software.
- b. It shall be possible to configure the modem to work with any make of DLMS/non-DLMS meter in push or transparent mode.
- c. It shall be possible to configure the modem for communication media (4G/NB-IoT/GPRS), Baud rate, and network settings (i.e. DNS type/APN number, user name and password).
- d. Modem shall be capable to send SMS on power off/power on condition.
- e. The modem firmware shall be capable to be reprogrammed from server remotely.
- f. Modem shall be auto configurable by itself to the different makes of meters i.e. plug & play.
- g. Modem shall be able to send the outage alert to the in event of an outage.
- h. Modem shall have auto restart feature with watchdog timers and intelligence.
- i. Modem shall have event-based tamper detection feature and will send the event to the server or to a set of pre-programmed mobile numbers as an SMS alert.
- j. Comprehensive self-diagnostics feature which will create log file with all at periodically and link check for communication.
- k. IP (internet protocol) based communication, enabling simultaneous data access from thousands of NB/GPRS modems.
- l. Modem shall use meter supported baud rate to read meter data and shall use maximum network supported baud rates to push the data to server.
- m. Modem shall have a configuration over the air feature through which all the 4G/NB/GPRS Modem operational settings will be configured.
- n. Modem shall have a configurable scheduled meter read and data transmit feature.
- o. Modem shall have selective on-demand meter read feature through which server can send an on-demand request to modem to read the configured parameters from the meters.
- p. Modem shall have support of TCP, UDP, HTTP, FTP Data transmission Internet services.
- q. Modem shall comply IT security norms and provision of transport layer security (TLS) compliance.
- r. Communication module should be 3GPP (3rd Generation Partnership Project) compliant.

ANNEXURE- XIII

(A)Guaranteed Technical Particulars (modem)

S. No.	Parameters/Features	Requirement	To be filled by the bidder
1.	Operating 4G/NB/GPRS Band	Quad Band GPRS/GSM/850/900/1800/2100 MHz	
2.	Applications supported	Meter reading/Data storage/Data transfer/customized application support	
3.	Power output	Typically, 2W @850/900 MHz, 1W @1800/1900 MHz	
4.	Power supply input	50 to 540 VAC	
5.	Ambient Temperature	Storage temperature: -20°C to +70° C Operating temperature: -10°C to +55°C	
6.	Humidity	95% RH (non-condensing)	
7.	Interfaces	RS-232 in the form of 9-pin connector for connection to electronic tri-vector meter	
8.	Data interface	4G/NB-IoT/GPRS	
9.	Baud rate	300 to 115200	
10.	Antenna	5dBi/12dBi whip antenna with magnet mount	
11.	SIM card holder	Easy slipping arrangement and interlocking facility without opening the modem cover for replacement of SIM and shall have sealing provision for the SIM.	
12.	VA burden	< 8VA	
13.	Enclosing Box	Yes	
14.	Mounting arrangement	As per attached drawing	
15.	Typical dimension	Compact design	
16.	Service Indicating LED	A minimum of 3 LEDs (Signal status, Data transfer between Meter and Modem & SIM Registration and Remote Data transfer)	
17.	Rating	Capable for working under continuous power on condition	
18.	Surge withstand/capacity	6 kV	

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19.	Sealing arrangement	Yes, available on SIM cover	
20.	Processor and memory	Inbuilt processor and minimum 4MB non-volatile memory	
21.	Reliability	Protection against Environment, EMI-EMC, surge and AC voltage etc.	

.....
(Signature of the tenderer with official seal)

Dated-----

(B) Guaranteed Technical Particulars (Hardware)

Sl. No.	Items	Quantity type	Specifications
1	Application Server (rack mounted)	1	Processor: 8 core dual CPU L3 cache > 20 Mb & Lithography<=14nm XEON/EPYC Memory: 64 GB RAM DDR4 ECC OS: Application specific 1*Dual port FC HBA, 1*4P 1G NIC, HDD: Should be capable of handling data from 10,000 metering points.
2	Database Server (rack mounted)	1	Processor: Intel Xeon, 3.0/3.2/GHz, 8 Core (or equivalent) Memory: 16 GB RAM OS: Application specific HDD: Should be capable of handling data from 10,000 metering points.
3	Backup Solution: External HDD	2	Back Up Solution: The backup of all the converted meter data after six months shall have to be stored in the backup solution (Ext. HDD) for 3 (Three) years. The backup solution sizing and quantity shall be designed by the vendor accordingly.
4	Admin Desktop	1	Processor: Intel ® i5 10/11th gen/ AMD Ryzen 5, 8+ MB Cache 14nm 10th or 5xxx series 14nm or lower lithography Memory: 16 GB RAM,

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load >=50 kVA under WBSEDCL.

			1 TB, Display: 17 inches, OS: Application specific, 512 GBNVMe SSD, Integrated Intel AHCI Chipset SATA Controller. Gigabit Ethernet, USB Keyboard, USB Laser Mouse, Windows 10.0/11 Pro 64-bit
5	Operator Desktop	2	Intel® i3 10/11th gen/ AMD Ryzen 3, 8+ MBCache 14nm 10th or 5xxx series 14nm or lower lithography, 8 GB of Memory Display: 15" or more 1TB HDD Integrated Intel AHCI Chipset SATA Controller Gigabit Ethernet USB Keyboard USB Laser Mouse Windows 10.0/11 Pro 64-bit
6	LAN: Managed Switch	2	24 port 10/100/1000 Mbps Layer 2 Managed Switch
10	Others:	KVM Switch: 1 UPS: 1 Desktop Printer: 1	KVM Switch: 8 port USB UPS: 2 kV with 1-hour backup Desktop Printer: with duplex mode

.....
(Signature of the tenderer with official seal)

Dated-----

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(B) Guaranteed Technical Particulars (Software)

Sl. No.	Specifications
1	The License should cover the entire project duration till the end of service period of the last LOT.
2	The software shall be compliant with Symantec Endpoint Protection antivirus version 14.3 and above.
3	The software shall have to be updated so as to process data for any new series of meter newly introduced in the circuit.
4	The OS and application of the desktops and servers shall have to be under compliance of WBSEDCL's security policy.
5	Any update or patches of the application software, OS and DB are needed to be compliant to the latest WBSEDCL security policy and shall have to be applied by the vendor for smooth running of the system.

ANNEXURE- XIV

Manufacture's Authorization Form (MAF)

Date: _____

Tender Reference No.& Tender ID. _____

Dear Sir,

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

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

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

Yours faithfully,

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

Designation:

Contract Details:

Date:

Place:

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

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ANNEXURE-XV: SLA

SLA.1. Only successful AMR data available through AMR (AMR data) will be considered for billing purpose. The report will be compiled from WBSEDCL's MDMS system generated Last Data Availability (henceforth, will be denoted by LDA) report* and verifying against the HES generated report*.

***system generated report.**

SLA.2. During SLA period, if it is found that the failure is due to the software or hardware, the faults are to be rectified within a period of 48 business day hours from the date of reporting of the failure failing which, the SLA will be levied.

Sl. No.	SLA Parameters	SLA Deductions
1.1	Up to 95% availability of AMR data (up to 6 th of each month)	No Deductions.
1.2	Then after every reduction in AMR data by 1%. This will continue up to 70% of data availability	Deduction of 1% of the monthly billed amount will be done. (e.g.: for 70% AMR data availability max 25% deduction of monthly bill amount will be done)
1.3	Less than 70% availability of in AMR data	No amount will be paid.
1.4	100% availability of working Hardware and software	No deductions.

SLA.3. The SLAs may not be applicable if WBSEDCL is satisfied that the non-resolution of the problem is not due to the vendor (for e.g. Defects in SIM or ISP communication problem, Defects in metering circuit, Defects in Meters/Meter ports, Power failures etc.) and the reason is well supported.

SLA.5. A list of modems that has not been communicating will be shared each month through official mode of communication channel. The vendor shall have to address the issue and if the same modems are found to be recurring in the next month's list without any satisfactory reason not due to any reason of WBSEDCL's part for their non-performance, there will be deduction of Service Period Charge (sl. No. 4 of the BoQ) per node/per month on the monthly bill amount of that number of modems. The term 'month' shall be defined as 30 days from the date of communication (by email from official domain of WBSEDCL to the official domain mail of the SPoC of the vendor) of the failure by WBSEDCL to the vendor. The amount that will be deducted shall be over and above per month charge.

SLA.6. SLA will be calculated monthly basis deduced on month-wise performance.

(Signature of the Tenderer with Seal)

Dated-----

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ANNEXURE-XVI

FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To,

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

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

.....

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

.....

.....

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

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

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

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

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

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

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

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

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different categories of consumers having connected load >=50 kVA under WBSEDCL.

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

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

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

Signed and sealed this
at

day.....of.....2023

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.

Annexure-XVII

(Proforma for Non-disclosure Agreement to be executed on Rs. 100 stamp paper)

This Non-Disclosure Agreement ("Agreement") dated Date, Month, Year ("Effective Date") is entered
BETWEEN

WBSEDCL a company incorporated under the provisions of Companies Act, 1956 and having its principal place of business at thereinafter referred to as " " which expression shall mean and include its executions, administrations, subsidiaries and assigns).

AND

M/s a company incorporated under the provisions of Companies Act, 2013/1956 and having its principal place of business at thereinafter referred to as which expression shall mean and include its parent, affiliates subsidiaries and assigns) WBSEDCL and collectively referred as parties.

Purpose

WBSEDCL embarked on implementing information Security Management System (ISMS) which involves disclosure of IT/non-IT application Landscapes of WBSEDCL which are presently hosted at Data Centre and Data Recovery Centre. Such information is sensitive and confidential in nature. To protect the said confidential information both the parties desire to sign this Non-Disclosure Agreement.

Disclosure of Confidential Information

Either party may disclose to the other party either orally or in any recorded medium, information comprising or relating to its/ or its subsidiaries or franchisees techniques; schematics; designs; contracts; financial information; ERP information; SAP Modules; client data; business affairs; operations; strategies; inventions; methodologies; technologies; employees; subcontractors; pricing; service proposals; methods of operations; procedures; products and / or services (Confidential Information). Confidential Information shall include all nonpublic information furnished, disclosed or transmitted regardless its source.

Confidentiality

Either party shall use the Confidential Information solely in furtherance of the actual potential business relationship between the parties. The parties shall not use the Confidential Information in any way that is directly or indirectly detrimental to the other party and shall not disclose the Confidential Information to any unauthorized third party.

Parties shall ensure that access to Confidential Information is granted only to those of its employees or agents ("Representatives") who have a demonstrated need to know such information in order to carry out the business purpose of this Agreement. Prior to disclosing any Confidential Information to such /Representatives, party shall inform them of the confidential nature of the information and their obligation to refrain from disclosure of the Confidential Information. Each party and its Representatives will take all reasonable measures to maintain the confidentiality of the Confidential Information, but in no. event less than the measures it uses for its own information of similar type. Parties and its Representatives shall not disclose to any person including, without limitation, any corporation, sovereign, partnership, limited liability company, entity or individual(i) the fact that any investigations, discussions or negotiations are taking place concerning the actual or potential business relationship between the parties, (ii) that it has requested or received Confidential information, or (iii) any of the terms, conditions or any other fact about the actual or potential business relationship.

Each party and its Representatives will immediately notify the other party of any use of disclosure of the Confidential information that is not authorized by this Agreement. Each party and its Representatives will use its best efforts to assist the other party in remedying any such unauthorized use or disclosure of the Confidential Information Either Party shall implement and follow the rules as laid down in the information

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load >=50 kVA under WBSEDCL.

Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 as and where apply.

The obligations contained under the agreement will not apply to the extent that either Party can demonstrate that the Confidential information: (a) was part of the public domain at the time of disclosure or properly became party of the public domain, by publication or otherwise; (b) was rightfully acquired by Receiving Party prior to disclosure by Disclosing Party; (c) was independently developed by Receiving Party or its Representatives without reference to the Confidential information; or (d) is required to be disclosed by a government agency or by a proper court of competent jurisdiction; provided; however, that Receiving Party and its Representatives shall provide Disclosing Party prompt prior written notice of such requirement, shall consult with and assist Disclosing Party in obtaining a protective order prior to such disclosure, and shall only disclose the portion of Confidential information which it has been advised by written opinion of counsel is legally required to be disclosed and shall use its best efforts to obtain assurance that confidential treatment will be accorded such information if the protective order is not obtained or if Disclosing Party waives disclosure of such information.

Ownership of Material/No Warranty

Each Party retains all rights, title and interest to its confidential information. No license under any trademark, patent or copyright, or application for same which are now or thereafter may be obtained by the other Party is either granted or implied by the disclosure of confidential information.

Term

This Agreement shall terminate years from the Effective Date. Receiving Party's obligations with respect to confidentiality shall expire after years from the date of disclosure.

Return of Confidential information

Upon written request of either Party, Parties and its Representatives shall promptly return to the other Party all copies of Confidential information in its possession including all copies of any analyses, compilations, studies or other documents prepared by Receiving Party or its Representatives containing or reflecting any Confidential information. Either Party shall clarify in writing that it and its Representatives have returned all such information to the other Party.

General

(a) This Agreement shall be governed by and construed in accordance with the applicable laws of India.

(b) Either Party agrees that breach of the provisions of this Agreement by any Party will cause the other Party and irreparable damage for which recovery of money damages would be made in court of law' is Kolkata inadequate. Receiving Party and its Representatives hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of

Kolkata, West Bengal for any actions, suits or proceedings arising out of a relating to this Agreement and the transactions contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that service of any process, summons, notice 'or document by registered mail or tracked courier service to the address set for the above shall be effective service of process for any action, suits or proceeding brought against Receiving Party and its Representatives in any such court.

(c) Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties permitted successors and assigns.

(d) This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.

(e) No terms or provision hereof will be considered waived by either party, and no breach excused by it, unless such waiver or consent is in writing signed an authorized representative of the non-breaching party.

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load >=50 kVA under WBSEDCL.

No consent to, or waiver of, a breach by a party, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach.

(f) If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic and legal effect as the original provision and the remainder of this Agreement will remain in full force.

(g) This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, in the instant subject matter.

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year first above written.

Signed, Sealed and delivered by:

Shri.....representing

WBSEDCL in presence of:

Witness:

1)

Authorized signature with
designation and seal

Signed, Sealed and delivered by:

Shri.....representing

M/S..... in presence of:

Witness:

1)

Authorized signature with
designation and seal

E-tender for procurement, implementation and maintenance of Automatic Meter Reading System for 5000 different categories of consumers having connected load ≥ 50 kVA under WBSEDCL.