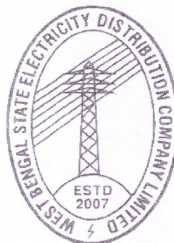


West Bengal State Electricity Distribution Company Limited
(A Government of West Bengal Enterprise)
IT Cell: 3rd floor, 'D' & 'C'- Block,
Vidyut Bhavan: Bidhannagar: Kolkata-700091



WBSEDCL
e-TENDER NOTICE
(LOCAL COMPETITIVE BIDDING)
BID DOCUMENT

Procurement of 8 nos. 20 KVA UPS along with 256 nos. 12 V 75 Ah batteries at Vidyut Bhavan

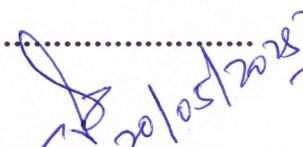
e-Tender Notice No: WBSEDCL/ IT&C/ 9.13/1516 Dated: 20.05.2025

Issued to:

M/s.

.....

.....


Chief Engineer,
IT Cell
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 in this Tender Document.

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INSTRUCTION TO BIDDER (IB)

IB.1. Introduction:

IB.1.1. West Bengal State Electricity Distribution Company Limited herein referred to as WBSEDCL, will procure 8 nos. 20 KVA UPS (Uninterruptible Power Supply) and 256 nos. 12 V 75 Ah batteries in **Phase wise** manner for Vidyut Bhavanto provide uninterruptible power supply to all IT equipments from Ground Floor to 8th floor. Vidyut Bhavan office building is already running with these UPS and battery capacity. In **Phase-I**, WBSEDCL intends to procure 8 nos. 20 KVA UPS and 128 nos. 12 V 75 Ah batteries with buyback and in **Phase-II** WBSEDCL intends to procure 128 nos. 12 V 75 Ah batteries with buyback. Now, West Bengal State Electricity Distribution Company Limited herein after referred to as WBSEDCL invites e-tenders for procurement of 8 nos. 20 KVA UPS along with 256 nos. 12 V 75 Ah batteries at Vidyut Bhavanas per detail "Scope of Work" and other terms and conditions furnished in the different clauses of the bid document.

IB.2. Objective:

WBSEDCL invites tenders for procurement of 8 nos. 20 KVA UPS along with 256 nos. 12 V 75 Ah batteries at Vidyut Bhavan.

IB.3. Invitation for the BIDs:

IB.3.1. Tender is invited by the Chief Engineer, IT Cell, WBSEDCL, Vidyut Bhavan, 3rd Floor, Block DJ, Sector- II, Bidhannagar, Kolkata- 700091, through electronic tendering (e-tendering) for procurement of 8 nos. 20 KVA UPS along with 256 nos. 12 V 75 Ah batteries at Vidyut Bhavan.

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 '**wbsedcl**' 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. The bidder should comply all mandatory conditions and clauses as per the relevant Annexures and Forms.

IB.4.2. The bidder should be an OEM or an Authorized System Integrator of the OEM and should produce documentary evidence from the OEM in this regard.

IB.4.3. The bidder should not have been blacklisted from any Govt. organization across India during last five years and undertaking in this regard should be provided by the authorized signatory of the bidder. During contract period if the undertaking submitted by the bidder is found to be false, the order issued on bidder shall be terminated with the forfeiture of the Performance Bank Guarantee (PBG).

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.

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 Bidder(s). 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	27.05.2025 at 11:00 Hrs
2	Document Download start date	27.05.2025 at 14:00 Hrs
3	Clarification submission start date	27.05.2025 at 14:00 Hrs
3	Clarification submission end date	02.06.2025 at 14:00 Hrs
4	Date of Pre-bid Discussion	05.06.2025 at 11:00 Hrs
5	Bid submission start date	11.06.2025 at 14:00 Hrs
6	Bid submission end date	20.06.2025 at 14:00 Hrs
7	Last date of physical submission of EMD	20.06.2025 at 14:00 Hrs
8	Technical Bid opening date	24.06.2025 at 14:00 Hrs
9	Financial Bid opening date	To be intimated later

IB.8. 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.9. Pre-Bid Discussion:

IB.9.1. 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 bidders in respect of tender. Bidders, willing to participate, may attend the meeting (maximum two persons) authorised by them. The letter of Authorization of System Integrator (Bidder) shall have to be produced at the time of attending the meeting.

IB.9.2. Relevant queries in soft copy EXCEL format as per ANNEXURE-IX must be forwarded to the following mail id: ceit@wbasedcl.in and uttamk.jana@wbasedcl.in and copy to itc@wbasedcl.in.

IB.9.3. Non-attendance at the pre-bid discussion will not be a cause for disqualification of the bidders.

IB.10. Clarification on Bidding Documents: If there is any ambiguity/confusion in the meaning of any clause of the bid document, such queries must be sent to the email IDs as mentioned in IB.9.2 three days prior to the date of Pre-bid discussion. Such query received from bidders 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 issues discussed in the pre-bid meeting. The clarification given in pre-bid discussion shall be final and binding on the bidder.

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, if required, by issuing Addenda / Amendments and the same will be uploaded in the website (<http://wbtenders.gov.in>) only in due time. WBSEDCL shall not have any obligation to inform the bidder 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 WBSEDCL shall login to the e-Procurement portal of Government of West Bengal <https://wbtenders.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. 1,23,680 /-(Rupees One Lakh TwentyThreeThousandSix Hundred and Eighty only). [2.5% of estimated price of Rs. 49, 47,200/- without GST].

IB.15.3. EMD may be submitted either through the following modes i) Through online payment or (ii) In the form of BG. The details of which are elaborated below:

IB.15.3.1. Net-banking through Payment Gateway.

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

IB.15.4. 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:

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

IB.15.5. General Instructions for Online Payment:

IB.15.5.1. The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment.

IB.15.5.2. 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.15.6. Refund/Settlement of EMD Amount:

IB.15.6.1. For unsuccessful bidder(s), EMD amount as submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.

IB.15.6.2. For successful bidder(s), EMD will be refunded from WBSEDCL authority after completion of placement of LOA, submission of PBG and execution of contract agreement following due procedures.

IB.15.6.3. 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.15.6.4. 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.15.7. Successful Bidder(s) shall have to mandatorily create bidder ID through WBSEDCL Web Portal Bidder Corner, if not created earlier.

IB.15.8. For 'Bid Guarantee' submitted in the form of BG, the said Guarantee of the unsuccessful bidder(s)/Bidder(s) will be returned against their written claim within one month from the date of placement of order and execution of contract agreement with the selected Bidder.

IB.15.9. For 'Bid Guarantee' submitted as BG, the Bid Guarantee of the successful bidder(s)/Bidder(s), 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.15.10. No interest shall be payable by WBSEDCL on the above Bid Guarantee.

IB.15.11. The Bid Guarantee shall be forfeited for any of the following reasons:

- IB.15.11.1.** If during the period of bid validity, the bidder withdraws or modifies the bid in part or as a whole.
- IB.15.11.2.** If the undertaking provided regarding blacklisting is found to be false.
- IB.15.11.3.** If the successful Bidder fails to accept the order unconditionally as per "Acceptance of Order" clause.
- IB.15.11.4.** If the successful Bidder fails to submit the Contract Agreement as per relevant clause.
- IB.15.11.5.** If the successful bidder fails to furnish the contract performance guarantee as stipulated in PBG clause of bid document.
- IB.15.11.6.** If the successful bidder fails to extend the validity period of EMD as per "Earnest Money" Clause of bid document, as and when required.
- IB.15.11.7.** If any cartel is formed by the bidder(s)/tenderer(s) 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: BOQ.

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 / Annexures/ 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: Techno Commercial Proposal: The Techno Commercial 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) / Copy of online Transaction details.
- b. Signed copy of Power of Attorney by Bidder.

B. Contents of "NIT" folder:

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

C. Contents of "Annexure" folder:

- a. **Application for Tender:** Bid Proposal (Annexure -I).
- b. Price Schedule in Un-priced condition: BoQ.
- c. ANNEXURE- II to XIX, 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 as per Form-I:

- 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. Etc.

B. **Credentials:**

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

IB.18.3. Part 2: Financial Proposal (Price Bid):

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 EMD is submitted in the form of Bank Guarantee (BG) of any scheduled Bank under the jurisdiction of Reserve Bank of India, the original copies of such BG towards EMD shall be submitted in a sealed envelope in the office as stated below 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.19.2. Place of submission: The original copies of such BG, towards Earnest Money Deposit shall be submitted in the following office:

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

IB.20. 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.21. 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.22. Opening and evaluation of tender:

IB.22.1. Opening of technical proposal:

IB.22.1.1. 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.22.1.2. Technical proposals for those tender whose original copies of BG or online payment confirmation towards EMD have been received with power of attorney will only be opened. Proposals corresponding to which the confirmation towards EMD from the respective bank has not been received, will not be opened and will stand rejected.

- IB.22.1.3.** All bids found to be responsive as per above mentioned clause 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.22.1.4.** The bidder shall not submit any commercial deviation from the stipulation of Bid document. If the bidder submits any commercial deviation, his Bid may be liable for rejection.
- IB.22.1.5.** Techno-commercial Deviations, if any, must be brought out in the specified Deviation Schedule (Annexure-III). 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 consideration.
- IB.22.1.6.** The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portal. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers.

IB.22.2. Opening of financial proposal (price bids):

- IB.22.2.1.** Financial proposals submitted by the tenderers in the prescribed format (BoQ 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.22.2.2.** No deviation in any form in the price-bid sheet is acceptable.
- IB.22.2.3.** The encrypted copies will be decrypted and evaluated online.
- IB.22.2.4.** 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.22.2.5.** The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.
- IB.22.2.6.** For any discrepancy in the number of figures and words, the quoted amount in figure will prevail.

IB.22.3. Evaluation and Comparison of Bids (Price bids):

- IB.22.3.1.** On examination of documents submitted under different covers WBSEDCL will evaluate and compare the bids determined to be substantially responsive at each step.
- IB.22.3.2.** Final evaluation by any bidder will be made as mentioned:
- IB.22.3.2.1.** Quoted totalcost(a) against procurement of newUPS for **Phase-I**
- IB.22.3.2.2.** Quoted total cost (b) against procurement of new Batteries for **Phase-I**

- IB.22.3.2.3.** Quoted total cost for Buy back quantity (c) for old UPS for **Phase-I**
- IB.22.3.2.4.** Quoted total cost for Buy back quantity (d) for old batteries for **Phase-I**
- IB.22.3.2.5.** Quoted totalcost (e) against procurement of new Batteries for **Phase-II**
- IB.22.3.2.6.** Quoted total cost for Buy back quantity (f) for old batteries for **Phase-II**
- IB.22.3.2.7.** 2 years of AMC Cost (g)of**UPS**
- IB.22.3.2.8.** **Final Cost will be calculated as** (a)+(b)-(c)-(d)+(e)-(f)+(g), as mentioned in the BOQ.

IB.22.3.3. 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.23. 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.24. Time Schedule: The basic consideration and the essence of the Contract shall be with strict adherence to the time schedule specified in the bidding document and incorporated in the contract for execution of entire work. Date of signing of 'Contract Agreement' of LOA shall be considered as zero date. Successful bidder shall submit their installation plan after placement of LOA.

<u>Sl. No.</u>	<u>Activities</u>	<u>Time of Completion</u>
A:	<u>Phase-I Implementation</u>	
1	Testing/Inspection of Equipment	Within 14 days from zero day
2	Delivery, installation, and commissioning of 8 nos. UPS and 128 nos. batteries with connectivity to the existing output circuit at Vidyut Bhavan for all IT equipments from Ground Floor to 8 th Floor of Vidyut Bhavan Office building.	Within 30 days from the zero day.
3	Job Completion of the entire system	After installation& Commissioning of the entire system as per sl. no. 2and smooth running of the entire system for further 1 week- Issuance of Hand Over Take Over cum Job Completion Certificate by Controlling Officer for Phase -I. The date will be treated as the final Job completion date of the entire system.
4	3 years of Warranty period	3 years of Warranty period will be started after final Job Completion date as per sl. no. 3
5	2 years of CAMC period	2 years of CAMC period for 8 nos. UPS will be started after successful completion of 3 years Warranty Period as per sl. no. 4

Procurement of 8 nos. 20 KVA UPS along with 256 nos. 12 V 75 Ah batteries at Vidyut Bhavan

Tender Notice No. WBSEDCL/IT&C/9.13/1516

dated- 20.05.2025

B:	<u>Phase-II Implementation</u>	
<u>Sl. No.</u>	<u>Activities</u>	<u>Time of Completion</u>
1.	Delivery, installation, and commissioning of 128 nos. batteries with connectivity to UPS and fully operational for backup power	Within 10 days from issuance of formal order for replacement.
2	Job Completion of the entire system	After implementation of the entire system as per sl. no. 1 and smooth running of the entire system Issuance of Hand Over Take Over cum Job Completion Certificate by Controlling Officer for Phase-II .
3	3 years of Warranty period	3 years of Warranty period will be started after final Job Completion date as per sl. no. 2

IB.25. Price:

IB.25.1. Price offer shall be submitted in the prescribed format only.

IB.25.2. No deviation in any form in the Price Bid Sheet is acceptable.

IB.26. Tax and Duties and other Levies:

IB.26.1. 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.26.2. 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. Statutory Obligation: Statutory obligations as per law of the land are to be complied.

IB.28. Variation during execution: The quantities of various items shown in the Price Schedules (BOQ) are firm and fixed and without any change in the unit price or other terms and conditions throughout the contract.

IB.29. Issuance of LOA: Methodology of award of Contract: -

IB.29.1. WBSEDCL will award the contract to the bidder whose bid has been determined to be substantially responsive and has been determined the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. WBSEDCL shall be sole judge in this regard.

IB.29.2. 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 as per relevant clause.

IB.30. Acceptance of LOA: The bidder shall submit written unconditional acceptance of LOA within 15 (Fifteen) days from date of issuance of the same, also successful bidder has to submit a signed contract Agreement (by authorized signatory of the bidder) as per ANNEXURE-X within 30 (thirty) days from the date of issuance of LOA. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause. Date of signing of Contract Agreement is considered as a zero date.

IB.31. Right to reject Bids: WBSEDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.

IB.32. 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.33. Power of Attorney: To be qualified for evaluation and finalization of NIT, intending agency shall submit a written power of attorney on a non-judicial stamp paper of Rs 10/-, authorizing the signatory of the NIT to act on behalf of the bidder.

IB.34. Settlement of Disputes:

IB.34.1. During the execution of the contract, if any dispute arises thereby, it shall be settled amicably between the contracting parties.

IB.34.2. 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 jurisdiction of Hon'ble High Court, Calcutta only.

IB.34.3. The necessary legal affairs and/or Court Case shall be exclusively within the jurisdiction of Calcutta High court or any Sub-ordinate Court having competent jurisdiction at Kolkata only.

IB.35. Communication mode: The bidders, for communicating with WBSEDCL, for this tender may use the following modes:

Telephone – (033) 2319 7732. Email- uttamk.jana@wbasedcl.in

IB.36. Representative of Bidder(s): The bidder 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 bidder has to specifically furnish to WBSEDCL, the name, designation, Telephone no. including mobile no., email address of such person.

IB.37. Conflict of Interest:

IB.37.1. 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.37.2.** 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.
- IB.37.3.** 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.
- IB.37.4.** 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 found to have conflict of interest.

SCOPE OF WORK (SW)

The project Procurement of 8 nos. 20 KVA UPS along with 256 nos. 12 V 75 Ah batteries at Vidyut Bhavanshall be carried out in the following manner: -

SW.1. The project shall be on turnkey basis.

SW.1.1. Phase-I:Key Features of UPS and batteries:

- SW.1.1.1.** As per the clause of 'time schedule', implementation of the **Phase-I** shall be carried out by the Bidder.
- SW.1.1.2.** 8 nos. 20 KVA UPS with fitting accessories are to be installed at Vidyut Bhavan by the replacement of the old UPS out of which 2 nos. UPS are to be installed at 1st floor B Block, 2 nos. UPS are to be installed at 1st floor C Block and other 4 nos. UPS are to be installed at 5th floor D Block for backup power supply of Vidyut Bhavan building as per the specification mentioned in **Annexure-II**.
- SW.1.1.3.** 128 nos. 12 V 75 Ah batteries with fitting accessories are to be installed at 5th floor D Block by the replacement of the old batteries for 4 nos. UPS (32 batteries per UPS) for backup power supply for all the 4 nos. blocks from 5th floor to 7th floor as per the specification mentioned in **Annexure-II**.
- SW.1.1.4.** UPS should provide backup of at least 60 minutes in full load to all connected IT equipments during power outage.
- SW.1.1.5.** UPS should have communication port as per the specification mentioned in **Annexure-II**.
- SW.1.1.6.** UPS should run in parallel capacity mode with one another UPS and output of each such pair will be connected to a common bus bar from where load will be distributed. Necessary electrical inputs will be provided by WBSEDCL and UPS Output upto Common Distribution Busbar shall be provided by the successful bidder.
- SW.1.1.7.** Necessary electrical cables should be arranged by the successful bidder where for input connection at least 10 Sq.mm multi-colored copper wire of 5 mtr for each phase and neutral and 20 Sq. MM multi colored copper wire (P-N) of 5 mtr. for UPS output connections.

SW.1.2. Installation of Items/hardware and Software: Supply, Delivery, Installation and Commissioning of the items as per details below and quantity as mentioned in **"BOQ"** and as per standards and protocol specified in **ANNEXURE-II**. Integration of the entire system with installation of necessary items/hardware and software shall also be within scope.

- SW.1.2.1.** Installation of UPS along with communication to local network primarily via Ethernet port of UPS. Health checkup of the entire system should be monitored on any Desktop terminal in the local network. The related items/hardware and software and complete set of all required accessories to be provided by the bidder. One I/O port for LAN connectivity will be provided by WBSEDCL at each UPS room and network connectivity from I/O port to individual UPS should be arranged and maintained by the successful bidder.
- SW.1.2.2.** UPS should store critical events in flash memory device as per the specification mentioned in **Annexure-II** and may be fetched for diagnosis on Desktop terminal also. The related items/hardware and software and complete set of all required accessories are to be provided by the bidder.

SW.1.3. Phase-II: Key Features of batteries:

- SW.1.3.1.** As per the clause of 'time schedule', implementation of the **Phase-II** shall be carried out by the Bidder.

SW.1.3.2. 128 nos. 12 V 75 Ah batteries with fitting accessories are to be installed at 1st floor B Block and 1st floor C Block by the replacement of the old batteries as per the specification mentioned in **Annexure-II**.

SW.1.4. Installation & Commissioning Certificate: After successful installation and commissioning of each phase (**Phase-I** and **Phase-II**) the controlling Officer shall sign "Installation & Commissioning Certificate" if all provisions are met satisfactorily by the bidder. The format for Installation & Commissioning Certificate is available in **Annexure XV**.

SW.2. Responsibility of the Bidder

SW.2.1.1. The bidder will maintain the entire system of UPS and batteries throughout the project and resolve the on-call support for any problem related with the system.

SW.2.1.2. The bidder should be easily accessible to attend calls and help the utility achieve its desired objectives.

SW.2.1.3. System Maintenance Services shall be provided by the bidder to ensure backup of minimum 60 minutes in full load during power outage.

SW.3. Hand Over & Take Over of the System after Completion: Bidder shall hand over the entire system after successful trial-run as per Time Schedule Clause. The Controlling Officer shall sign "Hand Over/Take Over cum Job Completion Certificate" if all provisions are met satisfactorily by the bidder. The format for Hand Over/Take Over cum Completion Certificate is available in Annexure XVI. Bidder will approach to the Controlling Officer for Completion Certificate after completion of 100 % of the work. The Controlling Officer should sign the same after completion of 100 % of the work.

SW.4. Warranty Period:

SW.4.1. The entire items, supplied & installed by the bidder, i.e. UPS and batteries along with fitting accessories will have warranty for trouble free operation for a period of 3 (years) calendar years without any extra cost to WBSEDCL, from the date of issuance of Job Completion Certificate by the controlling officer as per Time schedule Clause for **Phase-I** and **Phase-II**. Further, during this period, it will be responsibility of the bidder to maintain and support the system fully and ensure proper availability of service.

SW.4.2. All necessary spare parts need to be kept in stock accordingly.

SW.4.3. Warranty shall also cover troubleshooting of the entire system including software.

SW.4.4. In case of failure / malfunctioning of the system the site officers will inform the bidder. Centralized registration of all calls should be maintained by the bidder to record the calls and acknowledge each and every call with a unique docket number which is to be used for further reference.

SW.4.5. Unscheduled on call and corrective remedial maintenance service of all equipments to set right malfunctioning of the equipments/systems within the acceptable downtime as specified in the Response and Downtime clause. After rectification of fault the system should run at least 60 (sixty) days else total period will be calculated towards downtime of the system. Downtime will be calculated on yearly basis.

SW.4.6. Scheduled preventive maintenance must be made at least once in every two consecutive months to avoid breakdown/ failure of the equipments/ systems.

SW.4.7. Schedule preventive or un-schedule breakdown maintenance includes replacement of all un-serviceable parts which will be borne by the successful bidder. Parts replaced will be new and equivalent to original parts. The defective parts removed will be the property of the bidder. Maintenance of entire system shall be done up to the satisfaction of the Site Officers.

SW.4.8. No cost of parts replaced by the bidder will be borne by WBSEDCL.

SW.5. Comprehensive Annual Maintenance Contract (CAMC):

- SW.5.1.** The bidder shall perform CAMC of 8 nos. UPS for 2 (Two) years after successful completion of warranty period for **Phase-I**.
- SW.5.2.** All necessary spare parts need to be kept in stock accordingly.
- SW.5.3.** CAMC shall also cover troubleshooting of the entire system including software.
- SW.5.4.** In case of failure / malfunctioning of the system the site officers will inform the bidder. Centralized registration of all calls should be maintained by the bidder to record the calls and acknowledge each and every call with a unique docket number which is to be used for further reference.
- SW.5.5.** Unscheduled on call and corrective remedial maintenance service of all equipments to set right malfunctioning of the equipments/systems within the acceptable downtime as specified in the Response and Downtime clause. After rectification of fault the system should run at least 60 (sixty) days else total period will be calculated towards downtime of the system. Downtime will be calculated on half-yearly basis.
- SW.5.6.** Scheduled preventive maintenance must be made at least once in every two consecutive months to avoid breakdown/ failure of the equipments/ systems.
- SW.5.7.** Schedule preventive or un-schedule breakdown maintenance includes replacement of all un-serviceable parts which will be borne by the successful bidder. Parts replaced will be new and equivalent to original parts. The defective parts removed will be the property of the bidder. Maintenance of entire system shall be done up to the satisfaction of the Site Officers.
- SW.5.8.** If any battery bank is required to replace by WBSEDCL in future for the UPS system, WBSEDCL may procure the same as per the quoted battery price.
- SW.5.9.** No cost of parts replaced by the bidder will be the borne by WBSEDCL

General Conditions of Contract [GCC]

GCC.1. General Terms:

GCC.1.1. The entire work shall be executed on TURN KEY basis.

GCC.1.2. For timely completion of the project, WBSEDCL reserves the right to divide/split/modify/cancel the entire work during placement of order without showing any reason whatsoever.

GCC.1.3. WBSEDCL reserves the right to negotiate with the Bidder(s).

GCC.1.4. The bidder has to furnish all the information as required regarding their offer.

GCC.1.5. Quotation from any sub-bidder(s) will not be entertained.

GCC.1.6. Any form of joint-venture (JV) and consortium will not be entertained.

GCC.1.7. The bidder shall not allow the re-tendering of this contract to other bidders/ sub-bidders with the same scope of work and terms& conditions after receiving the LOA.

GCC.1.8. The bidder shall satisfy WBSEDCL with his ability to complete the work positively within the stipulated time.

GCC.1.9. Bidders are encouraged to make the maximum use of human resources available locally at Kolkata, West Bengal, provided that these meet the technical requirement as specified.

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. WBSEDCL reserves the right to review the bidder's capability and capacity to perform the work before awarding the Contract.

GCC.1.12. To monitor the maintenance activities and to discuss other related matters, meeting will be held between Bidder and WBSEDCL depending upon the need.

GCC.1.13. The items/hardware supplied should have upgradability feature and maintainability, for at least eight years.

GCC.1.14. WBSEDCL reserves the right to reject the items/hardware /software, even after delivery, if any deviation from tendered specifications is found in the supplied materials at any point of time.

GCC.1.15. During entire period of contract, the bidder has to deliver and install on site updates, patches etc. of the Software if any, which will be borne by the successful bidder.

GCC.1.16. The bidder should have service center facility for all equipments available at Kolkata, West Bengal.

GCC.1.17. All the specifications/ documentations and manuals related to the items/ hardware and software implementation are to be handed over to the Company including the customization before start of **Phase-I**.

GCC.2. Loss or damage of equipment: Bidder shall see that no damages are caused to any equipment and system of WBSEDCL during the installation and commissioning of new items. If any damage is caused to or suffer in general to WBSEDCL equipments or any property or by the consequences of the acts of unlawful omission of the bidder, 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.3. 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.4. Locations: Site location is Vidyut Bhavan, WBSEDCL.

GCC.5. Contract Period:

GCC.5.1. The contract for 8 nos. UPS shall remain valid for the period of 5 (five) years from the date of **Job Completion Certificate of UPS** (3 years Warranty and 2 years CAMC).

GCC.5.2. The contract for batteries shall remain valid for the warranty period of 3 (three) years from the date of **Job Completion Certificate of batteries for Phase-I and Phase-II**.

GCC.5.3. The Contract period of UPS may be extended for further two (2) years, if required, with the same terms and conditions on satisfactory performance & acceptance of proposal.

GCC.5.4. 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 and/ or L3 bidder and the liabilities due to this difference of cost will be recovered from the L1 bidder.

GCC.6. Price:

GCC.6.1. Price offer shall be submitted for only the specified items and as per given specification only.

GCC.6.2. All prices shall be given item wise in Indian Rupee only.

GCC.6.3. Price evaluation will be made on total price of all items as per the formula clearly mentioned in the 'Price Bid Sheet'.

GCC.6.4. The quoted unit rates shall remain firm throughout the period of the contract.

GCC.7. Taxes, Duties and other levies:

GCC.7.1. 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.7.2. GST shall be admissible based on rule and rate in force and will be payable extra. Bidder should be registered under GST act.

GCC.8. Contract Agreement: The contractor (successful bidder) shall have to be entered into a Contract Agreement 30 (thirty) 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.9. Contract Value: The contract value of the project will be the total amount for the entire period of contract as price schedule sheet (BoQ). (Excluding Tax and Duties).

GCC.10. Delivery & Storage of New Equipments and removal of buy back equipments:

GCC.10.1. The Controlling Officer will issue necessary dispatch clearance. On receipt of necessary clearance, delivery of materials and equipments are to be made at site location. Accordingly, delivery challan shall be raised. No equipment shall be delivered to the site without obtaining dispatch clearance. The entire responsibility of proper storage, handling, transport at the actual location for installation and insurance against all risks would be vested with the contracting agency and WBSEDCL will not be responsible for any loss, theft or damage of equipments in any manner whatsoever till the same are installed and commissioned and hand over take-over by WBSEDCL.

GCC.10.2. The contracting agency will not be permitted to take away any material / equipment without written permission of the CE/ Addl.C.E, IT Cell from the sites where such equipments have been delivered. Such equipments are to be taken back by the contracting agency only in case of any defects / malfunctioning after clearance from the Controlling officer.

GCC.10.3. All supplied items should be certified by respective OEM mentioning the sl. no. of the product for the particular LOA which would be placed on successful bidder. The certificate from OEM containing sl. No. of equipments should be submitted along with Bill "on delivery" as per terms of payment.

GCC.10.4. Waybill should be provided by the successful Bidder.

GCC.10.5. For buy back process, old equipments as per **Annexure-XIV** will be dismantled only after Handover Takeover of the new system.

GCC.10.6. All transit risks & costs shall have to be borne by the bidder.

GCC.11. Performance Guarantee:

GCC.11.1. 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 10% (Ten) of the value of the order (subject to further variation of PBG rate as per the Govt. circular in future) from any Indian Scheduled Bank as per proforma enclosed **(Annexure XI)**, to guarantee faithful execution of the order in accordance with the terms and conditions stipulated in both the orders.

GCC.11.2. An additional performance guarantee equivalent to 10% of the contract amount has to be submitted by successful bidder if the bid is in the range of -20% to -80% of the estimated cost **(Annexure XII)**.

GCC.11.3. The Performance Guarantee shall be submitted to the CE, IT Cell, 3rd Floor, 'D' Block, Vidyut Bhavan, WBSEDCL

GCC.11.4. The Performance Guarantee shall cover the satisfactory performance of the entire project period. For any failure towards satisfactory performance on the part of the Bidder(s), the Bank Guarantee will be liable to encashment and forfeiture.

GCC.11.5. Performance Guarantee furnished in any other form will not be accepted.

GCC.11.6. Performance Guarantee will not carry any interest.

GCC.11.7. The above Performance Guarantee is to be submitted within thirty (30) days from the date of issue of the order and shall remain valid up to end of the contract period with claim period of another 6 (six) months from the date of placement of LOA.

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

GCC.11.8. The proceeds of the Performance Guarantee shall be payable to WBSEDCL as compensation for any loss resulting from the failure on the successful bidder's part to complete its obligations under both the Contracts or if any Liquidated Damage is levied on the Bidder(s) as per terms of any of the two Contracts.

GCC.12. 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.13. 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.13.1. The successful bidder fails to submit written unconditional acceptance of order within 15 (Fifteen) days from the date of issuance of the order.

GCC.13.2. The successful bidder fails to sign Contract Agreement within 30 (thirty) days from the date of issuance of the order.

GCC.13.3. If the successful bidder fails to submit the Performance Bank Guarantee as per stipulated format, with requisite validity and within the specified time period of 30 (thirty) days from the date of issuance of the order.

GCC.13.4. If the successful bidder fails to submit the additional performance guarantee, if required, as per the stipulated format, with the requisite validity, and within the specified time period of 30 (thirty) days from the date of issuance of the order

GCC.13.5. If the successful bidder fails to implement the project successfully in all respect.

GCC.13.6. If the successful bidder fails to replace the products and if the specification is found to be mismatched with quoted specification within the stipulated time frame.

GCC.13.7. If the successful bidder fails to replace the parts/ devices along with the software within the stipulated time frame.

GCC.13.8. If the performance of the successful bidder is found to be non-satisfactory at any stage during the entire contract period.

GCC.13.9. If the successful bidder fails to adhere to the 'Confidentiality' clause. In that case termination would be instantaneous.

GCC.13.10. In case of successful bidder provide faulty/sub-standard equipments/ accessories and its improper installation leading to dangerous occurrence/incident.

GCC.13.11. 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 cases 30 days termination notice shall be issued prior to termination of LOA.

GCC.13.12. The PBG and in case of additional performance guarantee will be invoked in case of termination, and the process for holiday listing will be applied to the bidder from WBSEDCL's end.

GCC.14. Premature Termination: If the bidder 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.15. Confidentiality and Non-Disclosure Agreement:

GCC.15.1. The bidder has to agree not to use the Confidential Information in any way, except for the purpose of execution of the Scope of Work.

GCC.15.2. The bidder 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 authorized use of the Confidential Information.

GCC.15.3. The bidder 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.

GCC.15.4. Ownership of Confidential Information: The bidder 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. Nothing contained herein shall be construed as granting or implying any transfer of rights to the bidder in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

GCC.15.5. 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, its successors and assigns; In brief, strict confidentiality shall be maintained with respect to the contents of the data to be handled by the 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:

1. Instant termination of the contract
2. Engaging other agencies to carry out the remaining work with the condition that the cost of such work will be borne by the bidder.

GCC.15.6. The contractor shall have to enter into a Confidentiality and Non-Disclosure Agreement within 30 (thirty) days from date of issuance of Letter of Award (LOA) with West Bengal State Electricity Distribution Company Limited (WBSEDCL) for the proper fulfilment of the contract as per Proforma in **Annexure-XIII**.

GCC.16. Data Security:

GCC.16.1. Contract will also be governed by section 65 and section 66 of Indian IT Act 2000 in terms of Data protection, privacy and hacking of data.

GCC.16.2. The bidder shall maintain MeitY Guideline i.r.o. data security.

GCC.16.3. The bidder shall also maintain IT security policy of WBSEDCL.

GCC.17. Clause for Project Management:

GCC.17.1. The bidder/WBSEDCL shall comply with the following key security requirements throughout the project lifecycle:

- I.** Applications should include a unique username and password mechanism.
- II.** Ensure appropriate access controls are in place to prevent unauthorized personnel from accessing WBSEDCL's data.
- III.** Ensure that applications/tools are restricted from forwarding any data file information in electronic format to any email accounts other than those of WBSEDCL.

GCC.18. Inspection & Testing: -

GCC.18.1. The successful bidder shall provide factory test report of the quoted equipments, testing infrastructure & necessary logistic support (like accommodation, transport etc.) as may be required by WBSEDCL for the said testing. Testing offer should reach at this end well in advance (preferably 1 week before) so that entire work can be expedited as per given time schedule.

GCC.18.2. WBSEDCL at its discretion may itself/engage any third party for factory testing of any equipment on behalf of WBSEDCL or waive off the factory testing as a whole. The personnel of outside agency, if engaged, shall be considered as the representative of WBSEDCL & the test reports furnished by them shall be binding.

GCC.18.3. After successful factory inspection & testing, WBSEDCL shall issue 'Delivery Instruction' (DI) for the delivery of the equipment.

GCC.18.4. Inspection & testing may be executed without factory testing as per **GCC.18.2** after installation and commissioning of the equipments if WBSEDCL desires so. In that case, WBSEDCL shall issue DI for delivery of the equipments immediately. After installation and commissioning of the product if the specification is found to be mismatching with quoted specification, then the entire equipments shall have to be replaced by the successful Bidder unconditionally within 30 days from the date of detection.

GCC.18.5. Necessary instruction shall be issued by the Controlling Officer either after successful inspection and testing or after submission of necessary reports of all the equipments as per the relevant clauses, which will be entirely at the discretion of WBSEDCL's Authority.

GCC.19. Force Majeure:

GCC.19.1. The successful bidder shall have no liability if prevented from carrying out obligations under the orders by reasons of war, invasion, foreign hostilities, war declared, riot, civil commotion, mutiny, fire, Covid like pandemic, Govt. orders and/or restrictions/lock-down or any other cause beyond the reasonable control of the successful bidder. However, such force-majeure circumstances are to be intimated immediately and to be established subsequently with appropriate documents/proofs to the entire satisfaction of WBSEDCL.

GCC.20. Response & Down time:

GCC.20.1. The maximum response time for attending complaint i.e. time required by the service engineer to report after a request call is made shall not exceed 6 hrs for any call in between working hours of the same day. In case call reported after working hours the call should be attended within early morning of the next day.

GCC.20.2. The day on which the call is registered will not be counted for down time calculations. Down Time calculation will be started from Zero hours of following date. The Maximum acceptable downtime will be 24 hours.

GCC.21. Legal Jurisdiction:

GCC.21.1. During execution of this contract, if any dispute arises thereby, shall be settled amicably between the contractual parties.

GCC.21.2. 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 jurisdiction of Hon'ble High Court, Calcutta only.

GCC.21.3. 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.22. Limitation of liability: Except in cases of gross negligence or willful misconduct:

GCC.22.1. 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.22.2. The aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment/solutions, or to any obligation of the bidder to indemnify WBSEDCL with respect to patent infringement.

GCC.23. Call docketing process: In case of failure / malfunctioning of the system the site officers will inform the bidder over telephone. 24 x 7 Centralized registration of all calls should be maintained by bidder to record the calls and acknowledge each and every call with a unique docket number which is to be used for further reference.

GCC.24. Insurance:

- a. The Bidder at his own cost shall arrange, secure and maintain all insurance as may be pertinent to the Work and obligatory in terms of law to protect his interest and interests of WBSEDCL against all perils detailed herein. The form and the limit of such insurance as defined herein together with the underwriter in each case shall be acceptable to WBSEDCL. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all times up to handover of all equipments shall be of Bidder alone. The Bidder's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Bidder shall be in the joint names of the WBSEDCL and the Bidder, wherein the beneficiary will be WBSEDCL and the Bidder will be the custodian. The Bidder shall, however, be authorized to deal directly with the Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers.

- b. Any loss or damage to the equipments during transportation, handling, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning up to handover of the equipments shall be to the account of the Bidder. The Bidder shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Bidder of the above responsibilities. The Bidder shall provide WBSEDCL with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to WBSEDCL immediately after such insurance coverage. The Bidder shall also inform WBSEDCL in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revitalization, renewal etc. as may be necessary well in time at his cost, risk and responsibility.
- c. The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks), workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, war risks etc. The scope of such insurance shall be adequate to cover the replacement / reinstatement cost of the equipments for all risks up to and including delivery of goods on Ex-works basis and shall also cover transportation and other costs till the equipments are delivered. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Bidder shall be liable to make good the full replacement/rectification value of all equipments/materials and to ensure their availability as per project requirements. The extent of bidder's liability together with the insurance cover and claim available shall be limited to the full replacement / rectification value of all equipments/ material to ensure their availability as per project requirement.
- d. Bidder shall ensure that for all activities to be performed under the Contract viz. transportation, storage, erection, testing, commissioning etc. till the equipment/plant is handed over to WBSEDCL, the insurance cover shall only be taken from Indian Insurance Companies.

GCC.25. Liquidated damage:

The timely completion of entire project including handing over the sites to WBSEDCL as per "Time schedule" Clause 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 for completion. However, the ordering authority may at his discretion waive this condition with imposition of liquidated damage indicated herein below.

- a. **Delay in implementation of the project:** If the bidder fails to complete the work within the completion time as per sl. no.2 for **Phase-I** and as per sl. no. 1 for **Phase-II** stated in the Clause of "Time schedule", a L.D. at the rate of ½% of the value of unfinished portion per day of delay or part thereof subject to a maximum of @10% of value of the project cost shall be imposed on the bidder. As it is a turn-key project & mere supply of equipments cannot be construed as completion of work, hence for the purpose of this clause, work will be treated as finished for a particular location only when successful installation, commissioning, trial run and handover-takeover of the system will be completed. Otherwise the total value of material and work for that particular location will be treated as unfinished and L.D. will be calculated on the total value of that unfinished portion of that location.

- b. During Warranty Period:** Failure to set right any malfunctioning or to rectify fault of the system within the schedule downtime as indicated in the “Warranty” clause, a deduction at the rate of @1/2% (half percent) of particular equipment’s/ equipments’ cost per day or part thereof subject to maximum of @10%(ten percent) of particular equipment’s/ equipments’ cost will be recovered as L.D. from the bidder.
- c. During AMC Period:** If the Bidder fails to set right the malfunctioning of the system within schedule downtime as indicated in relevant clause, WBSEDCL may recover from the bidder @1/2% (half percent) of particular equipment’s/ equipments’ cost per day or part thereof subject to maximum of 10%(ten percent) cost of particular half yearly period will be recovered as L.D. from the bidder.
The maximum value of LD would be 10% (ten percent) of AMC order value. In case of termination of LOA as per termination clause, WBSEDCL will engage third party for the maintenance of supplied and installed items and related service. The difference in cost of AMC for engagement of third party will be deducted from outstanding bill / BG lying / to be lying with WBSEDCL.
- d.** Liquidated Damage, if applicable during Project execution period or warranty period or AMC period, will be recovered from any outstanding bills / bank guarantee lying with WBSEDCL.

GCC.26. Submission of bills for payment:

- a.** Bills shall be prepared on the basis of actual number of devices (i.e. UPS and batteries with necessary fitting accessories) installed and commissioned. Bills for AMC period shall be prepared on half-yearly basis.
- b.** All the bills in triplicate with relevant papers and documents are to be submitted to the Chief Engineer, IT Cell, WBSEDCL, Vidyut Bhavan, 3rd Floor, Block DJ, Sector-II, Bidhannagar, Kolkata- 700091.

GCC.27. Terms of Payment: No advance payment will be made against this order in any circumstances for turn-key implementation of entire project.

I. Payment OnJob completionof UPS for Phase-I:

- a. Bill amount:** 90% of the material cost withfull buyback valueplus 100% tax on those material.
- b. Enclosure:** Receipted delivery challan, successful Installation and Commissioning certificate as per **Annexure -XV**and successful Job completioncertificate as per **Annexure -XVI**iduly signed by the Controlling Officer.

II. Payment On Job completionof batteries for Phase-I:

- c. Bill amount:** 100% of the material costwith full buyback value plus 100% tax on those material.
- d. Enclosure:** Receipted delivery challan, successful Installation and Commissioning certificate as per **Annexure -XV** and successful Job completion certificate as per **Annexure -XVI**iduly signed by the Controlling Officer.

III. Payment On completion of 1st year warranty period for Phase-I :

- a) Bill amount:** 2.5 % of the material Cost of UPS.

IV. Payment On completion of 2nd year warranty period for Phase-I :

- a) Bill amount:** 2.5 % of the material Cost of UPS.

V. Payment On completion of 3rd year warranty period for Phase-I :

- a) **Bill amount:** 5 % of the material Cost of UPS.

VI. Payment OnJob completionfor Phase-II:

- a. **Bill amount:** 100% of the material cost with full buyback value plus 100% tax on those material.
- b. **Enclosure:** Receipted delivery challan, successful Installation and Commissioning certificate as per **Annexure -XV** and successful Job completion certificate as per **Annexure -XVI** duly signed by the Controlling Officer.

VII. For CAMC:

- a. No advance payment shall be made against AMC.
- b. Payment will be released on half-yearly basisafter completion of the concerned period. In case Contract ends before completion of last quarter then bill calculation may be done on pro-rata basis.
- c. Bills are to be submitted in triplicate with the performance certificate from the Nodal officer.

GCC.28. Representative of Bidder:

- a. The bidder is required to nominate a Single Point of Contact (SPOC) 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.
- b. The bidderhas to specifically furnish to WBSEDCL, the name, designation, Telephone no. including mobile no., email address of SPOC.
- c. SPOC will provide strategic, tacticaland logistic support to maintain the entire system fully functional at all time during the entire contract period and resolve problems and issues of WBSEDCL.

GCC.29. WBSEDCL personnel for liaison:

- a. **Controlling Officer:** Addl. Chief Engineer, IT Cell. - He would issue the successfulInstallation & Commissioning Certificateand also successful Hand over Take over cum Job completioncertificate for the entire scope of work under the LOA.
- b. **Nodal Officer:** Superintendent Engineer/Divisional Engineer, IT Cell – He would issue the successful performance certificate half-yearly basis of AMC period.
- c. **Consignee&Supervising Officer:** Divisional Engineer/Assistant Engineer, IT Cell– He would supervise & monitor all the activities.
- d. **Paying Authority: All payments for every activity of the Project:** Sr.Manager /Manager (F&A), IT Cell, Vidyut Bhavan, 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 does 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/other organization.

SCC.5. Confidentiality:

SCC.5.1 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.5.2 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.

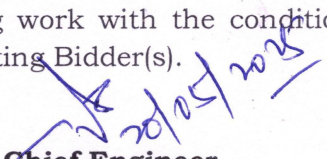
SCC.5.3 The Bidder(s) has to agree to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

SCC.5.4 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.5.5 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:

1. Instant termination of the contract
2. 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).


**Chief Engineer,
IT & C Cell
WBSEDCL**

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 BID
ANNEXURE-III	Techno Commercial Deviation Sheet
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	Proforma of Declaration Regarding abandonment or Rescission of Work
ANNEXURE-VIII	Declarations
ANNEXURE-IX	Pre-Bid Query Format
ANNEXURE-X	Proforma of Contract Agreement
ANNEXURE-XI	Format for Bank Guarantee for contract Performance

Item	Description
ANNEXURE-XII	Format for Bank Guarantee for additional security
ANNEXURE-XIII	Proforma Of Confidentiality and Non-Disclosure Agreement
ANNEXURE-XIV	LIST OF BUY BACK ITEMS
ANNEXURE-XV	Installation & Commissioning Certificate
ANNEXURE-XVI	Hand Over Take Over cum Job Completion Certificate
ANNEXURE-XVII	CHANGE REQUEST FORM
ANNEXURE-XVIII	THIRD-PARTY DECLARATION FORM
ANNEXURE-XIX	Manufacture's Authorization Form (MAF)

BoQ FORMAT

Price BID for Procurement of 8 nos. 20' KVA UPS along with 256 nos. 12 V 75 Ah batteries at Vidyut Bhavan with 3 years of warranty of UPS and batteries & 2 years Comprehensive AMC of UPS

Sl. No.	Item Description	Quantity	Units	BASIC RATE In To be entered by the Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Phase-I : Procurement of 20KVA UPS as per Annexure-II	8.00	Nos		0.00	INR Zero Only
2	Phase-I : Procurement of 75AH, 12 Volt batteries as per Annexure-II	128.00	Nos		0.00	INR Zero Only
3	Phase-I : Buyback of old 20 KVA UPS	8.00	Nos		0.00	INR Zero Only
4	Phase-I: Buyback of old 75AH, 12 Volt batteries	128.00	Nos		0.00	INR Zero Only
5	Phase-II : Procurement of 75AH, 12 Volt batteries as per Annexure-II	128.00	Nos		0.00	INR Zero Only
6	Phase-II : Buyback of old 75AH, 12 Volt batteries	128.00	Nos		0.00	INR Zero Only
7	Per half-yearly CAMC cost considering per year CAMC cost @ 10 % of UPS cost for 2 years	4.00	Nos	0.00	0.00	INR Zero Only
Total in Figures						INR Zero Only
Quoted Rate in Words						

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-----

FORM-I Mandatory Requirement (MR) of Bidder				
Sl. No.	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.	Certificate of Incorporation and Registration.	
2	OEM criteria	Original Equipment Manufacturer (OEM) must have its own manufacturing facility operational in India for the past five years. The OEM brand should be of Indian origin only. A valid Factory License must be attached along with the technical bid. OEM should have a service centre and a local representative at Kolkata, West Bengal to ensure a quick response. The OEM must have valid certifications for ISO 9001:2015, and ISO 14001:2015.	Should submit relevant certificate and self-declaration.	
3	Experience of OEM	(a) The OEM(s) must have at least 5 years of experience for installation, testing and commissioning on Trunk basis of minimum of 20 nos. UPS in at least one or two separate orders across PAN West Bengal/India during the last 5 years in Government, Semi-Government, or PSU establishments.	i. The OEM shall submit the documentary proof of orders received. ii. Certificates mentioning order reference from Ordering Authority with satisfactory completion / ongoing during last five years.	
	Experience of Bidder	(a) The Bidder(s) must have experience in commissioning of minimum of 8 nos. UPS in at least one or two separate orders across PAN West Bengal/India during the last 5 years in Government, Semi-Government, or PSU establishments.	i. The bidder shall submit the documentary proof of orders received. ii. Certificates mentioning order reference from Ordering Authority with satisfactory completion / ongoing during last five years.	

4	Financial Strength of OEM	a) OEM(s) must have MAAT (minimum average annual turnover) of INR 3 crores or more for last three financial years (i.e., for the F.Y. 2021-22, 2022-23& 2023-24).	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 for financial years 2021-22, 2022-23& 2023-24 are required to be submitted.	
	Financial Strength of Bidder	a) Bidder(s) must have MAAT (minimum average annual turnover) equal to the estimated cost or more for last three financial years (i.e., for the F.Y. 2021-22, 2022-23& 2023-24).	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 for financial years 2021-22, 2022-23& 2023-24 are required to be submitted.	
5	Workforce Capability	Bidder(s) must have technically qualified personals for execution of the UPS project.	Should submit list of 4 nos. engineers with their qualification and own payroll documents.	
6	Authentication	Bidder(s) must submit a certificate, on company letter head, 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 letter head with company stamp and signed by authorized signatory.	
7	Office Location	Bidder(s) must have site offices at Kolkata.	Address of office at Kolkata along with Telephone No, Fax and Contact person's identity.	

8	Call logging facility with service Centre	Must have capability to maintain installed System efficiently. The Bidder must have Phone Number for service support where user shall log complaints. Must have service centre at Kolkata.	i. Call log-in facility along with phone no. for WBSEDCL. ii. Address of Kolkata Service Centre.	
9	Back end Agreement	The bidder other than OEM must have back-end agreement with OEM regarding availability of original spares, End of Support & License of original equipments up to at least 7 years from the date of the hand over take over cum Job completion of the system.	Back end Agreement copies to be submitted mentioning tender no. and model no. of quoted product.	
10	MAF	The bidder other than OEM should be an authorized system integrator.	Manufacturer authorization letter (MAF) to be submitted mentioning tender no. and model no. of quoted product by the OEM as per Annexure-XIX.	
11	Spare & Stock	The Bidder should agree to provide comprehensive AMC of the entire system and shall maintain sufficient spare of equipments in spare-bank of its own premises at his own cost for a total period of Contract.	Self-Certificate on company letter head with company stamp and signed by authorized signatory.	
12	Conflict of Interest	Conflict of Interest as per relevant clause.	Undertaken is to be given.	
13	Power Attorney		Bidder shall submit a written power of attorney on a non-judicial stamp paper of Rs 10/-, authorizing the signatory of the NIT to act on behalf of the bidder.	
14	Statutory obligation	Must Comply with all statutory obligations.	(i) Self-attested copy PF Registration Certificate.	
			(ii) Self-attested copy of PAN Card.	

			<p>(iii) Self-attested copy of Trade License Registration Certificate.</p> <p>(iv) Self-attested copy of GST Registration Certificate.</p> <p>(v) Self-attested copy of Company registration certificate.</p> <p>(vi) Self-attested copy of Authorization for signing the tender documents.</p> <p>(vii) Self-attested copy of IT Return for the Financial Year 2021-22, 2022-23& 2023-24</p> <p>(viii) ISO Certification (ISO-9001:2015 and ISO 27001)</p>
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FORM- II(A)**Checklist of Mandatory Conditions**

West Bengal State Electricity Distribution Company Limited				
Tender Notice No.				
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	Power of Attorney			
6	GST registration No.			
7	SSC Code of GST			
8	Company Registration No.			
9	Trade License No.			
10	Earnest Money (Amount and in the form of BG/online) submitted			
11	Whether agreed to (YES/NO):			
	a) Terms of Payment:		c) Risk purchase clause:	
	b) Earnest Money clause:		d) Liquidated damage clause:	

12	Annual Turn Over for each of last three financial years	2021-22 (in INR crore)		2022-23 (in INR crore)	2023-24 (in INR crore)
13	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	
6.	Details of Earnest Money in BG as submitted:	:	8.	Company Registration No.	
7.	PAN Card No.	:			
8.	Whether agreed to (YES/NO):				
	a) Terms of Payment	:	c)	Risk purchase clause	
	b) Earnest Money clause	:	d)	Liquidated damage clause	

9.	Offer valid upto	:	180 days from the date of opening of the Tender.
10.	The price should be Firm.	:	The Prices are Firm.
11.	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) e) Trade License Certificate f) IT Returns		

(Signature and Seal of Tenderer)

Dated-----

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 favor 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	
1.	2021-22		
2.	2022-23		
3.	2023-24		
Total			

Average Turnover:

Note:

1. Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
2. Average turn over for 3 years is to be obtained by dividing the total turnover by 3 (**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 of 8 nos. 20 KVA UPS along with 256 nos. 12 V 75 Ah batteries at Vidyut Bhavan with 3 years of warranty of UPS and batteries & 2 years Comprehensive AMC of UPS.

Dear Sir,

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

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 (10%) of the Contract Price as stipulated in Bid document in the form of Bank Guarantee (Please specify the form of guarantee) in your favour and enter into a formal agreement with the bidder within 30 (thirty) days from the date of placement of Letter of Award.

Dated.....this.....day of.....2025

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 BID**

Specification of 20 KVA UPS for Vidyut Bhavan			
Parameter Group	Parameters	Specifications	Compliance Yes / No
Generic	Rating	20KVA	
	Technology	Double conversion PWM based DSP technology pure sine-wave online UPS	
		3 phase IN , 1 phase OUT	
	Parallel mode	Should support parallel operation	
	Installation mode	Rack/Tower	
Input	Input Voltage	415 V AC (+/- 10%)	
	Input frequency	50 Hz (as per Indian Grid frequency standard)	
	Rectifier circuit	Separate PCB, IGBT Type	
	Power factor at nominal input voltage and full load	>=0.99 for Three Phase	
	Input current Harmonics (THDi) at full load	<=3%	
	Soft start	60 sec.	
	Input connection	Hard wire 5-wire (3 PH + N + PE)	
OUTPUT	Output power rating	20KVA	
	Frequency	50Hz	
	Rated Output power factor	Unity	
	Output voltage	230V AC Single phase	
	Output frequency tolerance	+/- 0.1%	
	Output voltage regulation	+/- 1%	
	Output Crest factor capacity	3:1	
	Total Voltage harmonic distortion	for 100% Linear Load <2% and for 100% Non-Linear Load <4%	
	Load fluctuation/ Power Interruption/ Power restoration	Uninterrupted	
	Inverter Overload Capability on utility mode	At 25°C: <105%-10 min; 105% ~ 125%- 5 min; 125% ~ 150%-1min; >150%- more than 200ms	

	Inverter Overload Capability on battery mode	At 25°C:<105%-10 min;105% ~125%-60~ 30 s; >125%- more than 200ms	
	Inverter circuit	Separate PCB, IGBT Type	
	Isolation transformer	In-built / External	
	Output connection	Hard wire 3-wire (1PH + N + G)	
Bypass	Separate bypass	Yes	
	Static bypass	Inbuilt	
	Bypass Overload capability	At 25°C: <130%-10 min;130% ~ 150%- 5 min; 150% ~ 200%-1min; >200%- 1s	
Efficiency	ECO Mode	>97%	
	Online mode (AC-AC)	> 94% with isolation transformer	
	Inverter Efficiency (DC-AC)	>96%	
	Heat dissipation	<=3821 Btu/h	
DC Parameters	DC Bus voltage	Offered: 384 V DC	
	Battery Vah	Offered: 28800 Vah	
	Battery DC voltage	12 V, functional upto 10.5 V	
	No. of batteries / UPS	32 nos	
	Back up in full Load	1 hr.	
	Charger circuit	Separate PCB	
	DC Bus voltage ripple	<+/-1%	
	Cold start	<=0.5 ms	
	Battery charging capacity	As per 10 % of battery Ah capacity.	
Transfer Time	Mains to Battery	0 ms	
	Inverter-Bypass	Synchronous transfer: 0ms Asynchronous transfer (default): ≤20ms	
Noise		<65db	
Panel display mode	Display type	Graphical LCD display	
	Orientation	Gravity sense	
Environmental parameter	Operating temperature	0°C ~ 50°C	
	Storage temperature	-40°C ~ +70°C (battery excluded); -25°C ~ +55°C (battery included)	
	Relative humidity	5%RH ~ 95%RH, non-condensing	
Mechanical parameter	Ventilation	Forced -air cooling	
	Ingress protection level	IP20 at least	
	Cable entry	Rear	
Network Management	Communication for remote operation required	RJ-45 port	
	Smart RS232/USB	Supports latest version of Windows /Linux	
	SNMP	Inbuilt for web monitoring	

	MODBUS	Inbuilt for BMS connectivity	
	Remote alarm	Inbuilt	
	Optional SNMP	Power management from SNMP manager and web browser	
	Management software	Remote monitoring	
	Modbus	Inbuilt via multifunction port	
Protection Required		INPUT UNDER VOLTAGE	
		INPUT OVER VOLTAGE	
		DC OVER VOLTAGE.	
		DC UNDER VOLTAGE	
		INPUT CURRENT LIMIT	
		BATTERY UNDER VOLTAGE	
		BATTERY DEEP DISCHARGE	
		BATTERY CURRENT LIMIT	
		HIGH AMBIENT TEMP	
		OUTPUT SHORT CIRCUIT PROTECTION	
		OUTPUT OVER VOLTAGE	
		OUTPUT UNDER VOLTAGE	
		OUTPUT OVER CURRENT	
		BYPASS UNDER VOLTAGE	
		BYPASS FREQUENCY OUT OF HEALTHY RANGE	
		INVERTER/CONVERTER DEVICE OVER TEMP.	
		TRANSIENT VOLTAGE SURGE, SUPPRESSION UPTO MINIMUM 6kA	
		PHASE REVERSAL, AUTOMATIC CORRECTION OF INPUT PHASE SEQUENCE	
		TRANSFORMER OVER TEMPERATURE.	
Display required		INPUT VOLTAGE LINE TO LINE	
		INPUT FREQUENCY	
		BYPASS VOLTAGE	
		BYPASS FREQUENCY	
		DC BUS VOLTAGE	
		BATTERY VOLTAGE	
		OUTPUT VOLTAGE	
		OUTPUT CURRENT	
		OUTPUT FREQUENCY	
		OUTPUT KVA	
		AMBIENT TEMPERATURE	
		INVERTER TEMPERATURE	
		BATTERY LOW PREALARM	
		END OF DISCHARGE VOLTAGE	
		AUTO RESTART	

		BYPASS UNDER VOLTAGE	
		BYPASS OVER VOLTAGE	
		TIME	
		DATE	
		SERIAL NUMBER OF UPS	
		RATING OF UPS	
		RATING OF INDIVIDUAL PARTS	
		MIN. 100 EVENTS FIFO BASIS AND RETRIEVED ON DESKTOP TERMINAL	
Certifications	Safety (CE)	IEC/EN62040-1-1	
	Electromagnetic Compatibility (EMC)	IEC/EN62040-2, IEC/EN61000-3-11, IEC/EN61000-3-12	
	Surge Protection	IEC/EN62040-2, meeting IEC/EN61000-4-5	
	Energy star	As per UL approved	
	ROHS	Yes	
	Govt approved NABL lab test report	Available	
	Quality standard	IS 9001-2015	
	Environment standard	ISO 14001	
	OSHAS	ISO 45001	
	IT security management	ISO 27001, NIST CSF	
Test report	NABL Approved Government lab test report	Must be Submitted	
Warranty	Onsite Warranty	3 Years Onsite warranty	

Specification of 12 V 75 Ah batteries for Vidyut Bhavan			
Parameter Group	Parameters	Specifications	Compliance Yes / No
Battery details	Type	SMF-VRLA	
	Capacity	12 V, 75 Ah	
	Rack	Not required	
	Back up in full capacity	1 hr.	
Warranty	Onsite Warranty	3 Years Onsite warranty	

ANNEXURE-III

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”.

Deviations not indicated here will not be taken into consideration.

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 Bhavan
DJ Block, Sector - II
Salt Lake, Kolkata - 700 091

Dear Sirs,

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

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

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

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

All rights of West Bengal State Electricity Distribution Company Limited under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless 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 _____ 2025 at _____.

WITNESS:

(Signature)

(Signature)

(Name)

(Name)

(Official address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney No. _____

Date: _____

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

ANNEXURE-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.....2025.....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 Bhavan Block-DJ, Sector-II, Salt Lake city, Kolkata-700091(hereinafter called as OBLIGEE, which expression shall mean and include it’s legal representative ,administrators assigns.

Whereas OBLIGOR/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 Workmen 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.

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 Workmen 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.....
2.....

ANNEXURE-VI:

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

Tender no:

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

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

Tender no:

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 _____

ANNEXURE-VIII

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 _____

ANNEXURE-IX:

PRE-BID QUERY FORMAT

West Bengal State Electricity Distribution Company Limited

Tender No.:

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						

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 Bhavan, 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 to procurement of 8 nos. 20 KVA UPS along with 256 nos. 12 V 75 Ah batteries at Vidyut Bhavanas 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 Procurement of 8 nos. 20 KVA UPS along with 256 nos. 12 V 75 Ah batteries at Vidyut Bhavan 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

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 Contractor in accordance with 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 equipments 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 equipments 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 equipments 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 any prior correspondence terms and conditions contained in the Agreement. Any modification of the Agreement shall be affected 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 Kolkata High Court 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 Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of WBSEDCL and further agrees that the guarantee herein contained shall continue to be enforceable till the WBSEDCL discharges this guarantee.

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

Procurement of 8 nos. 20 KVA UPS along with 256 nos. 12 V 75 Ah batteries at Vidyut Bhavan

Tender Notice No. WBSEDCL/IT&C/9.13/1516

dated- 20.05.2025

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 _____ 2025 ___ at _____

Witness:

(Signature)

(Signature)

(Name)

(Name)

(Official address) (Designation with Bank Stamp)

Attorney as per Power of

Attorney No. _____

Date _____

ANNEXURE-XII

FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

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

WHEREAS..... (name and address of "the Contractor") Contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contract no. Dated..... to execute..... (name of Contract and brief description of Works (hereinafter called "the Contract"). AND WHEREAS it has been stipulated by the bidder in the said Contract that the Contractor shall furnish the bidder 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 the bidder on behalf of the Contractor, upto a total of Rs.(amount of guarantee)(in words). We undertake to pay you, upon your first written demand and without cavil of argument, a sum within the limits of.....(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We (indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand. We..... (indicate the name of the bank and branch) further agree to pay to the bidder 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 the bidder and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. We..... (indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with the previous consent of the bidder in writing. This Guarantee shall be valid upto..... it comes into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee. Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs. (Rupees.) and unless a claim in writing is lodged if with us within the validity period i.e. upto.....of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this

day.....of.....2025 at

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-XIII

PROFORMA OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

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

Date:

West Bengal state Electricity Distribution co. Ltd.

Vidyut Bhavan, Block -DJ, Sector -11,

Bidhannagar, Kolkata

West Bengal (India) -700091

Dear Sir,

Sub: Undertaking for Procurement of 8 nos. 20 KVA UPS along with 256 nos. 12 V 75 Ah batteries at Vidyut Bhavan.

(Name of the Bidder) (hereinafter referred to as, 'our', 'we' and 'us') write to confirm the terms of our agreement in respect of the confidentiality and non-disclosure of the information WBSEDCL will be making available to us.

WBSEDCL will be providing us with access to certain information, which has been designated as confidential information, and which relates to the "Procurement of 8 nos. 20 KVA UPS along with 256 nos. 12 V 75 Ah batteries at Vidyut Bhavan".

This information may be disclosed to us either in writing or by access to computer systems or data, but will be clearly designated on its face or otherwise in writing by WBSEDCL as being confidential ("the Information"). In consideration for WBSEDCL granting this access to the Information, **(Name of the Bidder)** agrees that:

1. Subject to Clause 6 below, we will keep the Information strictly confidential and will not disclose it to any third party (other than Bidder's staff, other Firms) without your prior written consent.
2. The Information will only be disclosed to those personnel of the Bidder and members who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. We will take appropriate steps to ensure that all personnel to whom access to the Information is given are aware of its confidentiality.
3. The Information disclosed to us will be used solely for the purpose of execution of the Project.

4. We will comply with the confidentiality obligations set out herein for a period of twelve months from the date of disclosure.
5. On the termination of our involvement in the above project, and upon being requested to do so, we will return the Information disclosed to it within a reasonable period, subject to the retention of proper professional records.
6. The obligations contained above shall not apply to any Information which:
 - 6.1. is or becomes publicly available otherwise than through a breach of this agreement;
 - 6.2. is already in Bidder's possession without any obligation of confidentiality;
 - 6.3. is obtained by Bidder from a third party without any obligation of confidentiality;
 - 6.4. is independently developed by Bidder outside the scope of this agreement;
 - 6.5. Bidder is required to disclose by any legal or professional obligation or by order of a regulatory authority.
7. This Agreement shall terminate upon the earlier of (a) the expiry of twelve months from the date hereof, or (b) the execution of a definitive agreement between the parties in furtherance of the purpose.
8. This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute relating to this Agreement shall be subject to the exclusive jurisdiction of the High Court, Calcutta.

We should be grateful if the bidder would acknowledge your agreement to these terms by signing the copy of this letter where indicated, and returning to us.

Yours faithfully,

(Name of the authorized person of the Bidder)

Name of the Company,

Address of the Company.

We agree to the above regulating the disclosure of the Information.

(Signature)

.....(Date)

For and on behalf of WBSEDCL

Designation:

Office Address:

ANNEXURE-XIV

LIST OF BUY BACK ITEMS

Item	Old 20KVAUPS
Make	PowerOne Micro System
Model	Platinum PPT-20
Quantity	8

Item	Old 12V 75 Ah Battery
Make	Amraraja
Model/Type	SMF VRLA
Quantity	256

ANNEXURE-XV
(Installation & Commissioning Certificate)

Ref LOA No.:

Date of Installation:

Name of the Office			
Sl. No.	Work Item	Completed (Y/N)	Remarks
1	8 nos. UPS and 128 nos. batteries installed successfully at site locations.		
2	UPS working in parallel mode.		
3	UPS and new battery set providing backup of 60 minutes at full load during power outage.		
4	Viewing live health checkup reports of UPS and batteries on desktop terminal.		

Signature of Company Representative
Designation and stamp

Signature of Controlling Officer
Designation with stamp

ANNEXURE-XVI

Hand Over Take Over cum Job Completion Certificate

LoA Number:

Installation Date:

Name of the Office			
Sl. No.	Work Item	Completed (Y/N)	Remarks
1	Entire system is running successfully as per the scope of work of the LOA.		

Signature of Bidder Representative

Designation with stamp

Signature of Controlling Officer

Designation with Stamp

ANNEXURE-XVII**CHANGE REQUEST FORM****CRF No.****Date:**

Request Information: To be completed By Requester			
Change Requested by		Change Title	
Change Reference number (if any)		Location	
Change Urgency <i>Reason for Emergency Change</i>	<input type="checkbox"/> Emergency <input type="checkbox"/> Normal	Expected Implementation Date	
Reason for Change			
Change Description			
Initiated By	<input type="checkbox"/> Incident/Problem <input type="checkbox"/> Operational/Business Request <input type="checkbox"/> Security requirements <input type="checkbox"/> Audit requirements <input type="checkbox"/> Others	Change Related To	<input type="checkbox"/> Items/hardware level <input type="checkbox"/> Application Level <input type="checkbox"/> Database Level <input type="checkbox"/> OS level <input type="checkbox"/> Others
Additional Notes			

Roles	Name	Action taken	Date/Time
Requester			
Implementer			
Authorized by		<input type="checkbox"/> Accepted <input type="checkbox"/> Rejected	
Approved by		<input type="checkbox"/> Accepted <input type="checkbox"/> Rejected	

UAT by Application Team	
Date	Tested By
UAT by Business Team	
Date	Tested By
Reasons for not conducting UAT	Remarks:

Change Roll-Back Procedure (If Applicable)	
Details of Roll Back Procedure	
Prepared By	Date

Reasons for not preparing Roll Back Procedure	
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Date of Migration to Production:	Migrated By:
Impact on Information Security	<input type="checkbox"/> Yes(If yes, kindly fill remarks) <input type="checkbox"/> No
Remarks (Action Taken):	

ANNEXURE-XVIII

THIRD-PARTY DECLARATION FORM

Organization Name & Address:	Date:
<div style="display: flex; justify-content: space-between;"><div>First Name Last Name _____</div><div>Middle Name _____</div></div>	Department:
Designation:	
Third Party Access Security Policy	
<ul style="list-style-type: none">User shall access only the appropriate physical area of the premises and appropriate information resource.Users shall not access any information resources of WBSEDCL, without prior authorization of the concerned officials of WBSEDCL.User shall not carry any Personal storage media like USB, Hard drives, Mobile phones, DVD/CDs into secured zones like Data Centre, Disaster Recovery Centre, SCADA Centres, Smart Grid Control Centre, etc.Users shall not access any information resources without the presence of WBSEDCL's authorized personnel.Any passwords and access privileges given shall not be disclosed to anyone inside and outside WBSEDCL's physical and logical boundaries.Users shall not engage in abusive or improper use of information resources, which includes, but is not limited to, misuse of resource/ privileges, tampering with resource and unauthorized removal of resource components.User shall not conduct or permit "hacker" activities. User shall not run "packet sniffers". Users shall not distribute computer viruses, Trojan horses, worms, or any other malicious software.	
I hereby declare that I have understood the information security practices followed at WBSEDCL, and I shall adhere to the procedures.	
<div style="margin-top: 20px;">(Signature of the Requestor)</div> <div style="margin-top: 10px;">Date:</div> <div style="margin-top: 10px;">Name of the Requestor:</div>	

ANNEXURE-XIX:
Manufacture's Authorization Form (MAF)

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 the bidder 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)