

West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

(IT & Communication Cell)

Vidyut Bhavan, 3rd Floor, C&D Block, Bidhan Nagar, Block-DJ, Sec-II, Kolkata-700091

Website: [www.wbsedcl.in](http://www.wbsedcl.in), e-mail: [itcell@wbsedcl.in](mailto:itcell@wbsedcl.in)

CIN: U40109WB2007SGC113473



## **WBSedCL** **TENDER NOTICE**

### **BID DOCUMENT**

**Cost of Bid Document: NIL**

**Supply, Delivery, Installation & Commissioning and Synchronization of 4 Nos of PACs with existing PACs at Data Centre Rajarhat, WBSedCL including 5 Years warranty Services.**

**Estimated Project Cost: INR 80 Lakhs (in words INR Eighty Lakhs Only) (including GST)**

**Tender Notice No: WBSedCL/ IT&C/33.10(i)/1605      dated 13.06.2023**

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

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## **Disclaimer**

This Tender Document (also referred to as "Request for Proposal" or "RFP") is not an agreement and is not an offer or invitation by WBSIEDCL to any Bidder other than the 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 what has been provided herein. In such cases, the potential Bidder is solely responsible for seeking the information required from WBSIEDCL at its own cost. WBSIEDCL 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 WBSIEDCL, the potential Bidder may conduct his/her own study and analysis as may be necessary.

WBSIEDCL 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. WBSIEDCL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document.

## **About WBSEDCL**

The Government of West Bengal unbundled the erstwhile West Bengal State Electricity Board (WBSEB) into two companies viz., West Bengal State Electricity Distribution Company Limited (WBSEDCL) and West Bengal State Electricity Transmission Company Limited (WBSETCL).

The main business of WBSEDCL is distribution and hydro generation of electricity. It is also the nodal Agency of the Government of West Bengal for undertaking Rural Electrification task in the State with objective of providing access of electricity to all rural households in the state in line with the National Rural Electrification Policy.

Over the years, WBSEDCL has been continually evolving to position itself as a leading Power Utility services organization of the Country. In the changing landscape, post recent global slowdown, it is anticipated that demand for electricity will change rapidly and expectations will also increase exponentially. WBSEDCL continually strives to enhance the quality of services delivered to its customers. WBSEDCL provides quality power to a gargantuan customer base of more than 2.18 crore across West Bengal through its service network spanning 5 Zones, 21 Regional Offices, 77 Distribution Divisions and 536 Customer Care Centers.

These are indeed exciting times for the Company, given its rapid progression from providing engineering solutions, to solving complex customer challenges, to providing innovative solutions. WBSEDCL has implemented Enterprise Resource Planning - SAP in Financial Accounting & Control, Material Management, HR with Payroll, Plant Maintenance and Project System.

After successful implementation of Purulia Pumped Storage Project in 10th Plan period with a capacity of 900 MW hydel power, the Company has taken up the ambitious plan of implementing Turga Pumped Storage Project in the 13th Plan period with installed capacity of 4 x 250 MW.

For solving complex customer challenges and for providing more efficient service to the consumers, a Project titled Integrated Power Development Scheme for strengthening of sub transmission and Distribution networks, metering of Distribution transformers etc. in the urban areas has been implemented. A program for system improvement under Sech-Bandhu Scheme has also been conceived for rural areas.

WBSEDCL is innovating and embarking upon an IT-enabled system across the organization to ensure greater engineering predictability and to position itself into the best utility in the country in terms of customer service, efficiency and financial viability.

## **Objective of the RFP**

West Bengal State Electricity Distribution Company Limited, invites e-tenders for Supply, Delivery, Installation & Commissioning and Synchronization of 4 Nos of PACs with existing PACs at Data Centre Rajarhat, WBSEDCL including 5 Years warranty Services.

Detail "Scope of Work" and other terms and conditions furnished in the different clauses of the bid document. WBSEDCL will finance the entire work as stipulated under scope of work in the Bid documents.

## **Section: 1**

### **Instruction to Bidders (IB)**

#### **IB.1. General:**

West Bengal State Electricity Distribution Company Limited hereinafter referred to as WBSEDCL and as the Purchaser, a Govt. of West Bengal Enterprise is responsible to distribute uninterrupted and quality Power within the State of West Bengal. West Bengal State Electricity Distribution Company Limited, requires 4 Nos of 10 TR PACs at Data Centre, Rajarhat in **buyback mode**. This is an open tender for the purchase of total 4 Nos of 10 TR PACs in buyback mode and synchronize the PACs with existing all other PACs. WBSEDCL Bidders are advised to study this document carefully. Submission of RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This RFP document is not transferable. This document must be read in its entirety.

WBSEDCL, is in process of procurement of above mentioned PACs at Data Centre Rajarhat and invites e-tender from intending vendors for the same. WBSEDCL will finance the entire work as stipulated under scope of work in the Bid documents.

**IB.1.1. 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.1.2. Registration of bidder:** Any bidder willing to take part in the process of e - tendering will have to be enrolled & registered with e-Procurement system, by logging on to <https://wbtenders.gov.in>.

**IB.1.3. 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.1.4.** The bidder can search and download Notice Inviting Tender (NIT) & other tender related documents electronically from website <https://wbtenders.gov.in> using DSC. This is only mode for collection of documents related to this NIT.

#### **IB.2. Invitation for the Bids:**

**IB.2.1.** Tenders are invited by **Chief Engineer, IT&C Cell, WBSEDCL, Vidyut Bhaban (3rd. Floor), Bidhannagar, Block-DJ, Sector-II, Kolkata-91** through electronic tendering (e-tendering) process for implementation of PAC replacement in WBSEDCL.

**IB.2.2.** Intending bidders desiring to participate in this tender shall log on to website <https://wbtenders.gov.in>. The tender can be searched by typing WBSEDCL in search engine provided in the website.

**IB.2.3.** Bidders willing to take part in the process of e-tendering shall obtain Digital Signature Certificate (DSC) in 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 Class 2 or Class 3 DSC from approved certifying authority, intending bidders shall register the fact of possessing DSC through registration system available in the website.

**IB.2.4.** Bids shall be submitted online and intending bidders shall download tender documents from website stated above, directly with the help of the e-Token provided. This is only mode for collection of tender documents. Details of submission procedure are given in "**Submission of Tenders**".

**IB.3. Eligible Bidders:**

**IB.3.1.** This Invitation for bids, issued by WBSEDCL is open to all firms including company (ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring foreign companies and those bidders with whom business is banned by WBSEDCL.

**IB.3.2.** Bidder should not have been **blacklisted or involved in any forgery/data leak from any Government or reputed private organization across India in last three years and undertaking in this regard should be provided by the authorized signatory of the bidder.** During contract period if the undertaking submitted by bidder is found to be false then the order issued to bidder shall be terminated and BG will be forfeited.

**IB.3.3.** Bidders must fulfill eligibility criteria as per Annexure-II.

**IB.4. Responsibility of Bidders:**

**IB.4.1.** It shall be sole responsibility of bidders to determine and 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 cost, duration and execution of contract.

**IB.4.2.** It must be understood and agreed that all factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments in 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.4.3.** The bid must include all information as per bid document. **Submitted documents need to be specific as per requirements; irrelevant documents shall not be uploaded by bidder.**

**IB.4.4.** Bidder shall bear all kind of cost associated with 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 bidding/tendering process.

**IB.4.5.** One bidder can submit only one bid in response to this tender document. No bidder is allowed to submit two or more bids.

**IB.4.6.** Sub-contracting or outsourcing of this contract is strictly not allowed.

**IB.4.7.** In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance of the last date and time of submission of the bid.

**IB.5. Formation of cartel & penal Measures:**

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

**IB.6. Key Dates:** The schedule of Dates for e-Tendering.

Sl No.	Action	Date & Time
1.	Publishing Date	23.06.2023 at 14:30 Hrs.
2.	Document Download start date	23.06.2023 at 14:30 Hrs.
3.	Last date of Receiving Pre-Bid Clarification	28.06.2023 at 14:30 Hrs.
4.	Pre-bid Meeting	30.06.2023 at 12:00 Hrs.
5	Bid submission Start date	06.07.2023 at 14:30 Hrs.
6.	Bid submission last date	17.07.2023 at 14:30 Hrs.
7.	Last date of physical submission of EMD (BG)	17.07.2023 at 14:30 Hrs.
8.	Technical Bid opening date	20.07.2023 at 14:30 Hrs.
9.	Financial Bid opening date	Will be informed to eligible bidders

If any '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.7. Pre-Bid Discussion:**

Pre-bid Meeting will be organized as per the key date mentioned in IB.6. in the below mentioned venue:

**Conference Room, Office of Chief Engineer, IT & C Cell,  
3rd Floor D-Block, Vidyut Bhavan, Block-DJ, Sector-II  
Bidhanagar, Kolkata - 700091, West Bengal.**

If there be any discrepancy or obscurity in the meaning of any clause in NIT then such queries must be sent to Chief Engineer, IT & Communication Cell through following email: [itcell@wbasedcl.in](mailto:itcell@wbasedcl.in) before last date of receiving pre-bid clarification mentioned in NIT so that appropriate clarifications can be given to intending bidders. However, sending queries are not mandatory and will not be cause for disqualification of the bidders.

**IB.8. Clarification of Bidding Documents:** Pre-bid-Query received from vendors up to "Last date of Receiving Pre-Bid Clarification" will be clarified **through [wbtenders.gov.in](https://wbtenders.gov.in) website.**

If any changes are decided by the tender committee based on the query received from the bidders or based on the discussion made in the pre-bid meeting, the same will be uploaded in the website <https://wbtenders.gov.in> and no other communication shall be made afterwards. The clarification given shall be final and binding on the bidder.

**IB.9. Amendment / Addenda of Bidding Documents:**

**IB.9.1.** At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective bidder, amend the bidding document.

**IB.9.2.** The amendment will be notified in writing through e-tendering website (<https://wbtenders.gov.in>) and will be binding on prospective bidders. Bidders shall keep a track of any such amendment and it will be assumed that information contained therein has been considered by the bidder in its bid.

**IB.9.3.** In order to provide a reasonable time to prospective bidders for taking the amendment into account in preparing their bid, WBSEDCL may, at its discretion,

extend deadline for submission of bids without citing any reason. In such cases, WBSEDCL will notify about extended deadline to all prospective bidders in writing through e-tendering website (<https://wbtenders.gov.in>).

**IB.10. Language of the Bid:** Bid prepared, all correspondences and documents relating to the bid exchanged by bidder and WBSEDCL shall be written in English language only.

**IB.11. Submission of Tenders:**

**IB.11.1. General process of submission:**

**IB.11.1.1.** Tenders shall be submitted online through website <https://wbtenders.gov.in>. All documents uploaded by tender inviting authority form an integral part of the contract. Bidders are required to upload all tender documents along with other documents, as asked for in the tender, through above mentioned website within stipulated date and time as given in this document. Tenders shall be submitted in two folders, namely, technical proposal and financial proposal. Bidder shall carefully go through all the documents uploaded by tender inviting authority and prepare requisite documents and upload a scanned copy in portable document format (PDF) at designated locations in e-tender website.

**IB.11.1.2.** Bidder shall download forms/annexures/BOQ, fill up the particulars in designated cells and upload the same in designated location in e-tender website. Original copies of uploaded documents must be submitted for physical verification if asked by tender inviting authority at the time of technical evaluation.

**IB.11.1.3.** Documents uploaded should be virus scanned and digitally signed using Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the tender and upload the latest document(s) as part of the bid.

**IB.11.1.4. Earnest money [Bid Guarantee]:**

**1.** All bids must be accompanied with a refundable earnest money, as "Bid Guarantee". The bid shall be considered non-responsive and invalid if earnest money is not submitted along with the bid.

**2.** A bid guarantee of **INR 2,00,000 /- (Rupees Two Lakh only)** shall be submitted through online mode in e-tender website. Bid guarantee may also be submitted through Bank Guarantee (BG).

**3.** No interest will be payable by WBSEDCL on the above Bid Guarantee.

**4.** The Bid Guarantee shall be forfeited for any of the following reasons:

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

ii. If successful bidder(s) fail(s) to accept the order unconditionally as per "**Acceptance of LoA**" clause of bid document or fail(s) to furnish contract performance bank guarantee (PBG) as stipulated in PBG or fail(s) to furnish



additional performance bank guarantee as stipulated in "Additional Performance Bank Guarantee" clause of bid document.

iii. If successful bidder(s) fail(s) to extend the validity period of EMD if required during the tendering process.

iv. If any cartel is formed by the bidder in their quotation.

**5. Payment Method for EMD:** Following points shall be noted in this regard:

a. A bidder desirous of taking part in a tender invited by Offices of WBSEDCL shall login to e-Procurement portal of Government of West Bengal <https://wbtenders.gov.in> using his/her Login Id and password.

b. Bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:

i. Net-banking through Payment Gateway.

ii. **RTGS/NEFT Payment:** On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, 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.

iii. **Submission of EMD through BG:** For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority within timeline given in this NIT. The Bank Guarantee shall be submitted as per format in **ANNEXURE-VI** and shall remain valid initially for a period of 180 (one hundred eighty) days from the date of opening of bid document mentioned elsewhere in this NIT.

c. EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. Partial payment through online mode and remaining submission through BG is not allowed.

**d. General Instructions for Online Payment:**

➤ Bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.

➤ Status of NEFT/RTGS payment through Challan for a bid may take time (approx. 24 Hrs.) to get updated in e-tender portal. As such bidders opting to pay through NEFT/RTGS mode shall

make payment well before 24 Hrs. to avoid any complicity.

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

**e. General Instructions for EMD submission through BG:**

- Earnest Money Deposit may be submitted through an irrevocable bank guarantee (BG) prepared in **favor of WBSEDCL** from any scheduled bank of RBI.
- Issue date of BG shall be after NIT publication date.
- BG shall be submitted as per format in **ANNEXURE-VI**.
- Initially it shall remain valid for a period of 180 (one hundred eighty) days from the date of opening of the bid document mentioned elsewhere in this NIT and shall be extended during the course of evaluation of bid, if requested by WBSEDCL.
- BG shall be issued under SFMS Platform. WBSEDCL Bank Details for preparation of BG for EMD are as follows:
  - Beneficiary Name:** West Bengal State Electricity Distribution Company Limited (WBSEDCL)
  - Bank:** Canara Bank
  - Branch:** Large Corporate Branch
  - A/C No:** 95981250001456
  - IFSC code:** CNRB0019531
- Original copy of BG for Earnest Money Deposit shall be submitted in the following office strictly within timeline given in NIT:
  - Office of Chief Engineer, IT & C Cell,**
  - 3rd Floor D-Block,**
  - Vidyut Bhavan,**
  - Block-DJ, Sector-II**
  - Bidhanagar, Kolkata - 700091**
- Original BG i.r.o EMD shall be submitted in a sealed envelope at address as stated above within date and time as specified in NIT. If bidder fails to submit original BG within timeline specified in NIT, the bid will not be considered for evaluation and hence rejected.

**f. Refund/Settlement of EMD Amount:**

- Bid guarantee of unsuccessful bidders, if submitted through e-payment or challan generated through e-tender website, will be refunded automatically, through an automated process, by NIC portal on receipt of updated status of the bid from WBSEDCL.
  - The Bid Guarantee of unsuccessful bidders, if submitted through Bank Guarantee, will be returned against their written claim, to the Chief Engineer (IT&C Cell), WBSEDCL, giving the reference to the NIT, date of tender, amount and mode of Earnest Money deposited - all in a complete form, after placement of order on the successful bidder/bidders.
  - For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and submission of Performance Bank Guarantee as per respective clauses in NIT. Successful bidder shall submit one letter addressed to Chief Engineer (IT&C Cell), WBSEDCL giving reference of NIT, date of tender, amount, mode of earnest money deposited and details of Performance Guarantee for requesting refund/return of EMD amount or bank guarantee, as applicable.
  - The 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.
  - 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 presently maintained by ICICI.
- g. Successful bidder(s) shall have to mandatorily **create vendor id through WBSEDCL Vendor Corner at [www.wbsedcl.in](http://www.wbsedcl.in)**, if not created earlier.

**IB.11.2. Technical Proposal:** Technical proposal shall contain all the following documents in a pdf file in order given below. Tenders submitted without any of these documents will be treated as incomplete and liable to be rejected.

**IB.11.2.1.** Power of attorney for being signing authority of the bid.

**IB.11.2.2.** Payment Confirmation details for Earnest Money Deposit (EMD).

**IB.11.2.3. Signed copy of NIT:** All pages of NIT including Annexure(s) signed by authorized person along with seal of the bidder shall be submitted.

**IB.11.2.4. Signed copy of Addenda or Corrigendum,** if published by WBSEDCL, shall be submitted. Bidders shall keep a track of all the corrigendum and addendum uploaded by WBSEDCL related to this tender.

**IB.11.2.5.** Bid Proposal in format as prescribed in **Annexure-I** of NIT.

- IB.11.2.6.** Mandatory Conditions in format as prescribed in **Annexure-II** of NIT. It shall be filled up properly by the bidder. **It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.**
- IB.11.2.7.** Scanned copy of Bank Guarantee (BG) towards EMD in format as prescribed in **Annexure-VI** of NIT, **in favor of WBSedCL payable at Kolkata** from any scheduled Bank of RBI. Issue date of BG shall be after NIT publication date. This clause will be applicable only for cases where Earnest Money Deposit (EMD) has been submitted through BG.
- IB.11.2.8.** Price Schedule in unpriced condition (**Vide Annexure -V**).
- IB.11.2.9.** Declarations given in **Annexure -IX** shall be signed by authorized person along with seal of the bidder and submitted accordingly.
- IB.11.2.10.** Escalation matrix in Annexure-XV shall be properly filled-in, signed and submitted.
- IB.11.2.11.** Agreement for third part access security policy of WBSedCL & Non-Disclosure Agreement (NDA) as per **Annexure-XI** shall be properly filled-in, signed and submitted.
- IB.11.2.12.** Copy of Corporate Identification Number (CIN) of the bidder.
- IB.11.2.13.** Copy of PAN of the bidder.
- IB.11.2.14.** Copy of GST Registration Certificate of the bidder along with 2 years GST return documents.
- IB.11.2.15.** Copy of Balance Sheet and Profit & Loss Statement duly certified by Chartered Accountant or published Audited Annual Reports for Fiscal Year 2021-22, 2020-21, 2019-20. Minimum Average Annual Turnover for in each of the above fiscal years must be at least INR 300 (three hundred) Crore.
- IB.11.2.16.** Copy of Net Worth certificate issued by Chartered Accountant for Fiscal Year **2021-22, 2020-21, 2019-20**. Net-Worth must be positive for Fiscal Years **2021-22, 2020-21, 2019-20**.
- IB.11.2.17.** Copy of Liquid Asset certificate issued by Chartered Accountant for Fiscal Year **2021-22, 2020-21, 2019-20**. Liquid Asset must be positive for Fiscal Years 2020-21, 2019-20 and 2018-19.
- IB.11.2.18.** Copy of Income Tax Return for Assessment Year 2021-22, 2020-21, 2019-20
- IB.11.2.19. Manufacturer's Authorization Form(MAF):** The bidder (except OEM) shall submit Manufacturer's Authorization Form i.r.o. the quoted equipment.
- IB.11.2.20. Eligibility and Work Experience:**
- i. Bidder must have experience of **handling of Similar kind of PAC replacement work** as mentioned in the NIT.

- ii. To comply with the eligibility and work experience the annexures must be duly filled, up, signed and uploaded with the bid along with necessary supporting documents and certificate from order issuing authority. It shall contain proper details for verification by WBSIEDCL.
- iii. If tender inviting authority is not satisfied with documentary evidence of the order, the bid may be rejected.

**IB.11.2.21.** Bidder must have a valid ISO 9001:2015 as on bid submission date.

**IB.11.3. Financial Proposal:** The financial proposal shall contain **Bill of Quantity (BOQ)** as per **Annexure V format**. Bidder has to quote the rate online in space marked for quoting rate in BOQ. Bidder shall mention offered quantity and applicable percentage, if applicable. (Only downloaded copies of the above document should be virus scanned, digitally signed and uploaded by the bidder).

**IB.12. Conditional and incomplete tenders are liable to summary rejection.**

**IB.13. Late Submission of Bid:** Bidder shall take all possible measures to submit the bid within the schedule date & time prescribed elsewhere in the bidding document. Late submission of bid and supporting documents for whatever reason will not be accepted.

**IB.14. Validity of Tender and Offer:** Offer against tender shall remain valid for a minimum period of 180 (One hundred eighty) days from next day of opening of the tender mentioned elsewhere in this NIT. However, WBSIEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

**Opening and evaluation of tender:**

**IB.14.1. Opening of Technical Proposal**

Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from website stated above, using Digital Signature Certificate (DSC).

Technical proposals for bids where original copies of BG towards EMD, in case EMD has been paid through BG, have been received will only be opened. Proposals corresponding to which original copy of BG towards EMD has not been received, will not be opened and will stand rejected.

Intending bidders may remain present, if they desire.

Decrypted (transformed into readable formats) documents of statutory and non-statutory covers will be downloaded for the purpose of evaluation.

**IB.14.2. Evaluation of Technical Proposals**

In this stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of SOW and SLA, proposed methodology and Work Plan etc. as mentioned in this NIT. Technical Evaluation will be made based on the information provided by the bidders against the Annexures of this NIT. Only technically qualified Bidders as per the Technical evaluation criteria shall be declared as qualified for evaluation of their Financial Proposals.

While evaluation, tender inviting authority or his authorized representative may summon bidders and seek clarification/ information or additional documents or original hard copy of any of the document already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

Summary list technically qualified bids will be made available in e-tender portal. Date of opening of financial bid will be intimated to techno-commercially qualified bidders.

#### **IB.14.3. Opening of Financial Proposal**

Financial proposals submitted by the bidders in prescribed format (ANNEXURE-V) and declared technically eligible, will be opened electronically by tender inviting authority from e-tender portal stated above on prescribed date.

Encrypted copies will be decrypted and rates will be read out to bidders remaining present at that time of the financial bid opening.

Tender inviting authority, if feels appropriate, may ask any of the bidders to submit analysis for justification of rate quoted by that bidder. Deviation in any form in price-bid sheet will be unacceptable. For any discrepancy in amount of figures and words, quoted amount in figure will prevail.

Revision/withdrawal of financial proposal by bidder after opening of technical proposal will not be allowed unless and until it is sought by the tender inviting authority.

#### **IB.14.4. Evaluation of Financial Proposal**

In this stage, the financial evaluation will be carried out of the technically qualified bidders. Each Financial Proposal will be checked and The Lowest Financial Proposal will be marked as L1.

**IB.14.5.** The second highest Bidder (L2) shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Bidder (L1) withdraws, or fails to comply with the requirements.

#### **IB.15. Signing of Bids:**

**IB.15.1.** Bid should be downloaded from website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) and signed by a person(s) duly authorized by the bidder.

**IB.15.2.** To be qualified for evaluation and finalization of contract, bidder(s) 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.15.3.** All pages of the bid and where, entries/ amendments have been made, should be signed by the person/persons signing the bid.

**IB.15.4.** Complete bid should be without alterations, interlineations or erasers, except those to accord with instructions issued by WBSedCL or as necessary to correct errors made by bidders. Such corrections should be initialed by the

person(s) signing the bid. Bids which are not duly signed will be treated as cancelled.

**IB.16. Conflict of Interest:**

**IB.16.1.** Bidder should not have any conflict of interest that can affect the tendering Process. Any bidder found to have a conflict of interest will be disqualified. In the event of disqualification, bid security of the bidder will be forfeited for the time, cost and effort of the authority including consideration of such bidder's proposal, without prejudice to any other right or remedy that may be available to authority hereunder or otherwise.

**IB.16.2.** Any bidder will be found to have a conflict of interest if his near relative is posted as any employee/officer in any capacity in WBSEDCL and associated with tender inviting authority.

**IB.16.3.** Any bidder will be found to have a conflict of interest if any employee of the bidding firm/company has developed a financial or other interest with any employee/officer of WBSEDCL associated with tender inviting authority during execution of the contract.

**IB.16.4.** Any bidder will be found to have a conflict of interest if the bidder has a relationship with other bidder(s) directly or through common parties that puts them in a position to have access to each other's information or influence the tendering process of either or each of the other bidder.

**IB.17. Acceptance of Tender:** V1 bidder's valid rate will normally be accepted. However, tender accepting authority does not bind itself to do so and reserves the right to reject any or all the bids, for valid reasons. Moreover, conditions mentioned under clause IB.18 will also be considered while accepting bids.

**IB.18. Purchase Order:** WBSEDCL will communicate acceptance of tender to the successful bidder by a purchase order/LoA. Successful bidder shall communicate unconditional acceptance of the purchase order/LoA.

**IB.19. Concession:** No price preference will be allowed to any bidder based on the size of the industry or its geographic location. Co-operative Society/ MSMEs will not be considered with separate status.

**IB.20. Issue of LOA:** WBSEDCL will award the contract (LoA) to the successful bidder(s) whose bid has been determined substantially responsive and the most suitably evaluated bid provided further that the bidder is determined to be qualified to perform the contract satisfactorily. WBSEDCL shall be the sole judge in this regard.

**IB.21. Acceptance of LOA:** Successful bidder should submit written unconditional acceptance of LOA within 7 (seven) days from date of issuance of the same. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause. Failure to compliance will be liable for cancellation of order and forfeiture of bid guarantee submitted by the bidder.

**IB.22. Execution of Contract Agreement:** Contract Agreement, as per Annexure-XII, on non-judicial stamp paper worth INR 100 shall be executed within 28 (twenty-Eight) days from the date of issuance of LoA. Date of execution of contract agreement shall be considered as commercial go-live of the Project.

**IB.23. Right to reject Bids:**

**IB.23.1.** WBSEDCL reserves 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(s) or any obligation to inform the affected bidder(s) reason for WBSEDCL's action.

**IB.23.2.** WBSEDCL reserves right to disqualify any bidder during the tendering process in case any adverse remark related to data compromise/fraud comes into notice of WBSEDCL by any means where the bidder is directly or indirectly involved.

**IB.24. Disqualification of Vendors:** Adverse report/remark against any order from any office under WBSEDCL may disqualify the candidature of the vendor at any point of time during processing of the tender.

**IB.25. Mandatory Condition:** All clauses mentioned under IB 11.2 shall mandatorily be complied by intending bidders for qualification.

**IB.26. Legal Jurisdiction:** The necessary judicial affairs and/or Court Case will be exclusively within the jurisdiction of Calcutta High Court only.

**IB.27. Communication:** Successful vendor, for communicating with WBSEDCL, for this job may use following modes. Email- [itcell@wbasedcl.in](mailto:itcell@wbasedcl.in)

**IB.28. Representatives of Successful Bidder:**

**IB.28.1.** Successful bidder should nominate one person exclusively for this project from commencement to completion as a Nodal Officer with whom WBSEDCL will contact on all matters related to this order.

**IB.28.2.** The vendor shall specifically furnish to WBSEDCL, the name, designation, Telephone no. including mobile no., email address of such person.

**IB.28.3.** Alongside, successful bidder shall also share one Escalation Matrix containing name, designation, mobile number and email id for designated persons at each level.

**IB.28.4.** Successful bidder shall arrange to depute Onsite Support as detailed/ mentioned in the NIT. Moreover, support personnel engaged in this project shall be an employee in direct payroll of the bidder.

**IB.28.5.** Successful bidder shall provide complete Support during the contract period on all days.

**IB.29. Time Schedule:** The entire activity as per scope of work shall start after issue of LOA. Date of issue LOA shall be considered as zero date.

<u>Activities</u>	<u>Time of Completion</u>
Supply & delivery of PACs	Within 10 Weeks from Zero date
Installation, Commissioning, Synchronization and Acceptance of PACs	Within 12 Weeks from Zero date
Warranty Services	5 (Five) years from the date of acceptance of the PACs



## **Section: 2**

### **General Terms & Conditions (GTC)**

#### **GTC.1. General Terms:**

- GTC.1.1.** WBSEDCL reserves right to review bidder's capability and capacity to perform the work before awarding Contract, without assigning any reason whatsoever.
- GTC.1.2.** The bidder has to furnish all the information as required regarding their offer.
- GTC.1.3.** Quotation from any sub-vendor will not be entertained.
- GTC.1.4.** Any form of consortium/ Joint ventures will not be allowed.
- GTC.1.5.** The bidder shall satisfy WBSEDCL with his ability to perform the PAC replacement activities.
- GTC.1.6.** All correspondence, documents and Bid, exchanged between the Bidder and WBSEDCL shall be written in English language. Failure to comply with this request may disqualify a bidder.
- GTC.1.7.** WBSEDCL reserves right to cancel the tender during its processing without showing any reason whatsoever.
- GTC.1.8.** Decision of WBSEDCL on all matters will be final & binding on the bidders.
- GTC.1.9.** The Bidder Must have an office establishment in Kolkata, West Bengal or agree to establish office in Kolkata within 3 months if selected.

#### **GTC.2. Statutory Obligations:**

Statutory obligations as per law of the land should be complied by the bidder. Employees 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, have to be dealt by the vendor as per relevant act and financial obligation/s arising out of statutory obligations will be entirely on vendor's account and WBSEDCL will not be responsible on this score for any reason whatsoever.

#### **GTC.3. Risk Purchase / Performance**

Completion time ( from LoA date) stipulated shall be deemed to be the essence of the contract and if the contractor fails to provide the services within the completion time , the purchaser (WBSEDCL) shall be entitled to purchase such consignment and if not available the best and nearest available substitute elsewhere on the account and at the risk of the Vendor or to cancel the contract and the Vendor shall be liable to compensate for any loss or damage which the purchaser (WBSEDCL) may sustain by reason of such failure on the part of the supplier. Recovery will be made from the outstanding bills and/or through encashment of any Bank guarantee of the Vendor lying/ to be lying with WBSEDCL.

#### **GTC.4. Limitation of liability**

- GTC.4.1.** 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
- GTC.4.2.** Except in cases of gross negligence or willful misconduct, the aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the solutions, with respect to patent infringement.

**GTC.5. Contract Period:**

**GTC.5.1.** Initial contract will remain valid for a period of 5 (Five) years from the Acceptance date i.e date of system acceptance or any date mutually agreed by WBSIEDCL and the selected bidder.

**GTC.6. Price:**

**GTC.6.1.** Quoted unit rate will remain firm throughout the period of contract. Incomplete or partial quotation will not be accepted and such will be liable to be rejected.

**GTC.6.2.** GST or its substitute tax as per the existing law or substituted law will be payable on over or above the quoted rate as applicable as per the rules prevailing in India.

**GTC.6.3.** Price evaluation will be made on total price as submitted by the bidder in the BOQ (as per Annexure-V format)

**GTC.7. Taxes, Duties and other levies:**

**GTC.7.1.** Bidder will be solely responsible for taxes that may be levied on the vendor's persons or on earning of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the employer. WBSIEDCL shall not take any responsibility whatsoever regarding taxes under Income Tax Act, for the Vendor or his personnel.

**GTC.7.2.** GST or its substitute tax as per the existing law or substituted law will be payable on over or above the quoted rate as applicable as per the rules prevailing in India.

**GTC.8. Cancellation/Termination of Contract**

**GTC.8.1.** WBSIEDCL shall have the right to repudiate the contract if the work is not being performed as per satisfaction of WBSIEDCL. The following causes may also lead to cancellation of LOA.

- Non acceptance of LOA as per "Acceptance of LoA" clause.
- Non submission of Performance BG within time mentioned.
- If failed to perform the work.
- If Sufficient key experts not provided during the work execution.
- In each above cases 15 days' termination notice shall be issued prior to termination of LOA.
- If conflict of interest found
- If NDA not agreed and signed by the bidder.

**GTC.8.2.** WBSIEDCL reserves right to terminate the contract either in part or whole due to reasons of non-compliance of stipulated activities for different clauses under this contract or any other reason felt appropriate by controlling officer of this project. In such an event, WBSIEDCL will give 15 (fifteen) days' notice period in writing to the vendor of his decision to do so.

**GTC.8.3.** WBSIEDCL reserves right to disqualify any bidder during the contract period in case any adverse remark related to data compromise/fraud comes into notice of WBSIEDCL by any means where the bidder is directly or indirectly involved

**GTC.9. Performance Bank Guarantee:**

**GTC.9.1.** As Contract Guarantee, successful bidder shall furnish a Performance Guarantee in the form of unconditioned & irrevocable Bank Guarantee amounting to 10% of the total awarded contract price from any Scheduled Bank of RBI as per enclosed proforma (Annexure-VII) to guarantee faithful execution of the order in

accordance with the terms and conditions stipulated in the order. BG shall be issued under SFMS Platform. WBSEDCL Bank Details for preparation of PBG:

**Beneficiary Name:** West Bengal State Electricity Distribution Company Limited (WBSEDCL)

**Bank:** Canara Bank

**Branch:** Large Corporate Branch

**A/C No:** 95981250001456

**IFSC code:** CNRB0019531

**GTC.9.2.** Performance Guarantee shall cover the contract period for satisfactory performance. For any failure towards satisfactory performance on the part of the vendor, Bank Guarantee will be liable for encashment and forfeiture.

**GTC.9.3.** Performance Guarantee furnished in any other form will not be accepted.

**GTC.9.4.** Performance Guarantee will not carry any interest.

**GTC.9.5.** The above Performance Guarantee shall be submitted within 45 (forty-five) days from the date of issue of LoA and remain valid up to ninety (90) days beyond the contract period. Claim period of the bank guarantee shall be 180 days beyond validity date.

**GTC.9.6.** In case the contract is renewed, the successful bidder shall extend the validity of the Performance Bank Guarantee for a further period of ninety (90) days beyond the renewed contract Period. Accordingly, claim period shall be extended to 180 days from new validity date.

**GTC.10. Additional Performance Bank Guarantee:**

**GTC.10.1.** An additional performance guarantees equivalent to 10% of the tendered amount has to be submitted by successful bidder if the bid is in the range of -20% to -80% of the estimated rate.

**GTC.10.2.** The additional performance guarantee shall be submitted in the form of a Bank Guarantee from any scheduled bank of RBI as per the format enclosed in Annexure VIII. BG shall be issued under SFMS Platform. WBSEDCL Bank Details for preparation of BG:

**Beneficiary Name:** West Bengal State Electricity Distribution Company Limited (WBSEDCL)

**Bank:** Canara Bank

**Branch:** Large Corporate Branch

**A/C No:** 95981250001456

**IFSC code:** CNRB0019531

**GTC.10.3.** The additional performance guarantee shall cover the contract period for satisfactory performance. For any failure towards satisfactory performance on the part of the vendor, Bank Guarantee will be liable for encashment and forfeiture.

**GTC.10.4.** Additional performance guarantee submitted in any other form will not be acceptable.

**GTC.10.5.** Additional performance guarantee will not carry any interest.

**GTC.10.6.** Additional performance guarantee shall be submitted within 45 (forty-five) days from date of issue of LoA. It shall remain valid up to ninety (90) days beyond the contract period. Claim period of the bank guarantee shall be 180 days beyond validity date.

**GTC.10.7.** In case the contract is renewed, the successful bidder shall extend the validity of the additional performance guarantee for a further period of ninety (90) days beyond the renewed contract Period. Accordingly, claim period shall be extended to 180 days from new validity date.

**GTC.10.8.** WBSEDCL will intimate successful bidder(s) regarding submission of additional performance guarantee after completion of financial evaluation process of the tender.

**GTC.10.9.** The PBG/ additional PBG shall be submitted to:

**The Chief Engineer, IT&C Cell, 3rd Floor, 'D' Block, Bidyut Bhavan, WBSEDCL.**

**GTC.11. Force Majeure:** The successful bidder will not be liable if prevented from carrying out obligations under the orders by reasons of war, invasion, foreign hostilities, war declared, riot, civil commotion, mutiny, fire, Govt. orders and/or restrictions or any other cause beyond the reasonable control of the bidder. However, such force-majeure circumstances should be intimated immediately and established subsequently with appropriate documents/proofs to the entire satisfaction of WBSEDCL. WBSEDCL will not take any additional liability towards enhanced taxes, duties and price variation due to force majeure condition.

**GTC.12. NDA & third part access security policy**

Agreement for third party access security policy of WBSEDCL as per Annexure-X shall be properly filled-in, signed and submitted. Signed Annexure-XI for Non-Disclosure Agreement (NDA) shall be submitted.

Additionally, the successful bidder needs to sign Non-Disclosure Agreement (NDA) as per Annexure-XI with WBSEDCL before commencement of the work.

**GTC.13. Terms of payment:**

**GTC.13.1.** No advance payment will be made.

**GTC.13.2.** Payment shall be made in Indian Rupee only

**GTC.13.3.** 40% Payment with GST will be released after successful Supply and delivery and rest 60% payment with GST on completion of entire work i.e Installation, Commissioning and Acceptance of material as mentioned in "Scope of Work "and after submission of valid performance BG.

**GTC.13.4.** The payments will be made after deducting penalties if any, based on the SLA/LD calculations.

**GTC.13.5.** The bills should be submitted to the office of the Chief Engineer, IT&C Cell, 3rd Floor, Block-D, Bidyut Bhavan, Salt Lake City, Kolkata - 700091. in triplicate.

**GTC.13.6.** The bills must accompany certificates from the respective Supervising & Nodal Officer countersigned by the controlling officer.

**GTC.14. Service Level Agreement (SLA) and Liquidated Damage (LD):**

The timely completion of entire project as per "Completion Time" Clause is the basic consideration and essence of the contract and WBSEDCL reserves the

right to repudiate the contract if the successful bidder fails to complete the work within stipulated period for completion. However, the ordering authority may at his discretion waive this condition with imposition of liquidated damage indicated herein below.

**Delay in implementation of the project:** If the successful bidder fails to complete the work within the completion time as stated in the Clause of "Time Schedule", a L.D. at the rate of  $\frac{1}{2}\%$  of the proportionate contract price per day of delay or part thereof subject to a maximum of 10% of proportionate Contract price of the LOA shall be imposed on the successful 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 and trial run and acceptance of the material is complete. Otherwise the total value of material and work will be treated as unfinished and L.D. will be calculated on the total value. L.D. if applicable will be deducted from bills on installation & commissioning or from any outstanding bills / bank guarantee lying / to be lying with WBSedCL.

**During Warranty Period:** Failure to set right the malfunctioning or to rectify fault of the system within the schedule downtime as indicated in the "Warranty" clause, a deduction at the rate of 5% (five percent) cost of particular material per day or part thereof subject to maximum of 10% cost of particular equipment will be recovered as L.D. from the contractor. Liquidated Damage, if applicable during warranty period, will be recovered from any outstanding bills / bank guarantee lying / to be lying with WBSedCL.

**GTC.14.1. Post-Implementation Support (warranty):**

Post implementation support shall be covered under this contract as per the timeline mentioned in the NIT.

The entire items, supplied, installed and commissioned i.e. PACs and accessories, etc. will have warranty for trouble free operation for a period of 5 (five) calendar years without any extra cost to WBSedCL, from date of acceptance of material under the LOA. Further, during this period, it will be responsibility of the selected bidder to maintain and support the system fully and ensure proper availability of service. Services necessary for maintenance of all the above shall be bidder's responsibility.

Service calls have to be attended within the same day. The faults are to be rectified within a period of 24 hrs. in both the location DC and DRC from the time of booking of complaint during the warranty period. For downtime calculation, the day and time on which the call is logged and day and time on which the call is closed will be considered. Sundays & Holidays will also be counted towards calculation of downtime. Replacement of major defective items has to be made within 24 hrs.

During the warranty period, preventive maintenance of entire system at least once in every three months must be done by the contractor to avoid breakdown / malfunctioning of the system. Site Officer will inform the breakdown / failure of system to the contractor over phone.

The contractor must maintain 24X7 centralized call registration system and acknowledge each and every call with a unique call docket no., which is to be used for further reference.

If all the PACs as a whole does not meet the requirements as mentioned in this document any time during the warranty period, the vendor must provide replacement and assure quality with the appropriate tests to match the original specifications.

**GTC.14.2. Delivery & Storage of Equipment:**

E-Waybill may be generated from the vendor's end and must be submitted in hard copy during delivery of the materials otherwise the materials will not be received. The In-charge of DC will issue necessary dispatch clearance. On receipt of necessary clearance, delivery of materials and equipments are to be made at respective locations. Accordingly, delivery challan shall be raised. No equipment shall be delivered to the site without obtaining dispatch clearance. Such materials and equipments, just after receipt would be handed-over to the agency against their receipt duly signed by authorized signatory, for installation purpose. The entire responsibility of proper storage, handling, re-transport actual location of 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 equipment in any manner whatsoever till the same are installed and commissioned and taken-over by WBSEDCL.

The contracting agency will not be permitted to take away such materials / equipment without written permission of the Head of the respective office (CE, IT&C Cell) from the site where such equipment has been delivered. Such materials and equipments are to be taken back by the contracting agency only at the time of installation of the same after clearance given by the supervising officer of work.

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

All transit risks & costs shall have to be borne by the contractor.

**GTC.15. Detail Address of Service Locations:**

- Central Data Center, WBSEDCL, Behind DLF-1 Building, Beside 33/11 KV Sub Station, Street No:41, Action Area-1, Newtown, Rajarhat.
- Successful bidder should establish a project management office at Kolkata for continuing the service from Kolkata for different application management within 3 months from the placement of LOA.

**GTC.16. WBSEDCL Personnel for Liaison:**

**GTC.16.1.** Controlling Officer: Addl. Chief Engineer, IT & C Cell, WBSEDCL

**GTC.16.2.** Supervising & Nodal Officer: SE/ DE of Data Centre, IT&C Cell

**GTC.16.3.** Paying Authority: Manager (F&A), IT&C Cell , WBSEDCL

### **Section: 3**

#### **Scope of Work (SoW)**

**SW1.** The scope of work included in this tender shall include (but not limited to) Design, Supply, inspection, delivery at site, installation, testing & successful commissioning of 2 Nos of PACs (as per the specification mentioned in Annexure V and Scope of work section SW06), including synchronization of all PACs and handing over to WBSEDCL of Precision Air Conditioning System for Data Centre, Rajarhat WBSEDCL. The scope of work also includes 5 (Five) years warranty service of the PACs supplied by the bidder.

Providing and fixing at site all equipments associated with Precision Air Conditioning system listed under the technical specifications. To execute all incidental work at site including materials supply at site associated with Precision Air Conditioning system indicated in the Technical specifications. Nature of such works will be supply, installation, testing commissioning & synchronizing of Indoor cooling, outdoor condensing unit, fixing grilles, refrigerant piping etc., associated electrical engineering work, power / control cables, control panel etc. Any other item not mentioned in this specification, BOQ, description of item/system but required to complete that item/system will be in the scope of work of contractor without any extra cost. Routine testing, Summer, Rainy or Monsoon & Winter season testing, pressure testing of fabricated components, commissioning of complete Precision Air Conditioning system. Performance testing at site of complete Precision Air Conditioning system as per various technical requirements.

Power supply of 3 ph, 415 volts, 50Hz AC shall be provided at one point in main power panel for group testing & commissioning of complete Precision Air Conditioning system after erection is completed. Further distribution including cabling, earthing cable trays etc. shall be in Precision Air Conditioning Contractor's scope. However, the contractor shall make his own arrangement for power required during construction, fabrication etc. The equipment shall be suitable to operate on 415 Volts 3 phase, 4 wires, 50 Hz. A.C. supply with a variation of  $\pm 10\%$  in Volts and  $\pm 5\%$  in frequency respectively. The supply for illumination and single-phase equipment shall be 230 Volts A.C.

**A . The work shall include, but not be restricted to the following: Supply, Installation, Testing, Successful commissioning and synchronizing of the following:**

- a. Precision Air Conditioning units (Indoor cooling unit & Air Cooled Outdoor Condensing unit) with motors and Drives etc.
- b. Insulation for Refrigerant Piping.
- c. Supply air grilles / Diffusers, GSS frame for mounting of Floor grilles / diffusers in false flooring.
- d. False Flooring
- e. Floor Insulation
- f. Under deck Insulation
- g. Foundation bolts, Grouting, Vibration Isolators, Base Frames etc. for mounting the outdoor condensing unit, indoor Cooling Unit and other equipment.

**B) Other activities:**

- a. Balancing of the entire Precision Air Conditioning installation.
- b. All Minor Masonry, Carpentry and Civil works such as cutting opening in Masonry Walls, Internal Partitions, RCC Slabs etc. for Pipes and Cables and making them good the same to match existing works / décor shall be done by the Contractor, wherever asked for by WBSEDCL.
- c. All other works associated with above items as per specifications, drawings and conditions of contract except those specifically excluded.
- d. Drainage pipe from unit to drain sump.
- e. Cleaning of site & handing over the works.
- f. Test reports, list of recommended spares, as-installed drawings, operation and maintenance manual for the entire Precision Air Conditioning installation.

**SW2.** Bidder may visit Data Centre Rajarhat to see the entire cooling system with prior permission of CE, IT&C, WBSEDCL.

**SW3.** PACs may be re-installed & re-configured without any extra cost to WBSEDCL if it is required during entire contract period.

**SW4.** Integration & tuning of the entire system for optimum performance and trouble free operation at DC. Performance test run of the PACs for fine tuning also may be required.

**SW5.** Warranty Service of the PACs to be performed during warranty period of 5 years in DC Rajarhat. Submission OEM Certification indicating PAC serial Number.

**SW6. Detail Technical Specification:**

**Desired Indoor Design Conditions is as mentioned below:**

DB : 21 +/- 1 °C

RH : 50% ± 5% Dew point below 18 °C

Temperature Fluctuation- ±1°C

Temperature drift: 0.1-degree C/ 30 Min & 0.2-degree C/60 Min.

**PACs for Purchase**

SL. Nos.	DESCRIPTION OF ITEM	Make	CAPACITY
1	Px033 EC ( Down flow) 10 TR Machine including IR Humidifier , Heater , R410A, Condenser system including all other accessories	Emerson-Liebert/ Vertiv	10 TR X 4 Nos

**PACs for Buy Back**

SL. Nos.	DESCRIPTION OF ITEM	Make	CAPACITY
1	LIBERT PEX 135EC 10 TR PACs	Emerson-Liebert	10 TR X 4 Nos

The on-site replacement of 4 Nos of LIBERT PEX 135EC 10 TR PACs with the new PACs. Configuration of the PACs. Synchronization with existing 4 Nos LIBERT PEX 135EC 10 TR PACs to maintain required cooling. This is a turnkey type work. All necessary accessories are to be supplied by the bidder for synchronizing of all PACs. Nitrogen pressure testing, vaccumissing, gas charging and all other activity are the bidders responsibility.

SPECIFICATION OF BOTTOM DISCHARGE AIR COOLED DX TYPE PRECISION AIRCONDITIONER	
Indoor Unit	
Power supply	415V, 3 phase, 50 Hz, AC, 4 wire system
Compressor	Hermetically sealed variable capacity Digital Scroll Compressor



Cooling coil	DX type Aluminum fin & Cu tube internally grooved with slit fins
Blower motor	IP54, Electronically Commutated motor (EC Motor)
Nominal Air Flow	2500 to 3000 CFM
Static Pressure	25 mm Pa ESP
Safety device for compressor	Inbuilt internal thermal protector, over load trip, high-Low voltage trip, internal pressure relief valve, high pressure cut-out, low pressure cut out, etc.
Control Panel	Microprocessor based intelligent control panel with digital Temperature & Relative Humidity controller and faults diagnostic, alarm, indication as per detail specification given below
Temperature controller	Digital temp controller Range : 20 - 27°C Sensitivity : $\pm 1^\circ \text{C}$ (Preferable) TC/RTD/thermistors type temperature sensors
RH controller	Infra-Red Humidifier with high intensity Infrared quartz lamp. Range : 20 - 80 %
Heater	Strip heaters of required capacity to control temperature and RH
Condenser	Air cooled condensers shall have internally grooved copper tubing with anticorrosive coated aluminum fins.
Air Filters	Micro fiber glass fine filter of rated efficiency shall be down to 10 micron particle size, conforming to the standards EU4/MERV4. The unit is fitted with a filter differential pressure switch to provide filter clogged warning indication.
Refrigerant & oil Charging	Refrigerant R410 & oil shall be required quantity as first charge
Refrigerant Piping	hard drawn copper piping between indoor and outdoor units
Cabling	Suitable Power, control and interlocks cabling and earthing between indoor unit and isolator switch and between indoor unit and air cooled condensers (ODU) duly complete with all fittings.
Sheet Metal Parts	Indoor and outdoor units shall be power coated corrosion resistant textured finished CRCA sheet and should have modular construction with railing and hinged door.

LIST OF APPROVED MAKES FOR EQUIPMENT AND MATERIAL	
Details of Materials / Equipment	Approved Makes
Precision AC	Emerson-Liebert/ Vertiv ( PX033 EC DOWNFLOW)
Dampers/Fire Dampers	Carryaire/Dynacraft/TSC/Ravistar/ Systemair/Jonson Control
Grilles/Diffusers	Carryaire/Dynacraft/Ravistar/Zeco/ Systemair/Jonson Control
Fabric Air Dispersion Duct (Diffusers):	Ductsox/ Parihoda/Hero Fabriduct/
Al. Sheets	BALCO/Hindalco/ NALCO
Insulation & Lining Materials	Armacell/ Armaflex/ K-Flex/ UP Twiga
PVC/ C-PVC Pipes	Astral/ Finolex/ Supreme
Controllers, Controls & Sensors	Schneider/ Siemens/Johnson/ Emerson-Liebert
HP/ LP Switch	Danfoss / Ranco / Johnson control

Spring Vibration Isolators	Emerald/ Polybond/ Resistoflex
Electrical Items:	Siemens / ABB / Schneider
Cables	Finolex/ Polycab /Havells
Copper pipes	Mandev/ Rajco/Totaline
MS Structure/ beam/ gurdar/ channel	Jindal/ SAIL/ Tata/ Essar
Filters	Air Breeze/ Aerosol/Spectrum/AAF
Thermostat/ Humidistat	Honeywell/ Danfoss/ Johnson control
Actuator	Honeywell/ Johnson control/Siemens

### **Main Equipments & their materials specification**

#### **DX Type Air Cooled Precision air condition Units**

The room air-conditioning system shall be a floor discharge unit designed specifically for high sensible heat ratio applications such as Special Equipment labs. Each unit shall be capable of providing sensible cooling capacities at rated ambient temperatures with adequate airflow. Each unit shall be capable of providing actual cooling capacity as mentioned in the schedule of quantities. The system shall contain Scroll compressor, Evaporator, Humidifier, Condenser and an Thermostatic / Electronic Expansion valve, all of which shall be contained within the cabinet of the unit.

#### **Cabinet Construction**

The cabinet is manufactured from CRCA externally painted with RAL 7021 colour epoxy-polyester powder paint and assembled. Doubled-skinned Fan section and side panels with Glass wool insulation of 10-25 mm thickness with 30-40 kg/m<sup>3</sup> of density. The frontal panel(s) are assembled on hinges to make the access easier; this can be opened by the fast closing lock.

#### **Filtration**

The filter chamber shall be an integral part of the system and withdraw able from the front of the unit. The filter should be of 5 micron filtration Capacity & efficiency level should be above 90%.

#### **Fans**

The unit is fitted with one (two, three) direct-driven, high efficiency, single inlet, backward curved, centrifugal 'plug' type innovating EC fan(s). The fan(s) have an impeller with curved blades corrosion resistant made of fiber glass plastic. This new technology allows keeping the current high strength of aluminum alloy adding the benefits of light weight and full flexibility on blade design of the new material. The good dampening behavior of the plastic also helps to reduce noise emissions. The fan motors are Electronically Commutated, IP54, with internal protections, continuous speed regulation via controller signal. The motor is three-phase with IP54 protection; provided with internal thermal protection.

#### **Humidifier**

The humidification system is provided by an electronic control humidifier. The dehumidification function, which is supplied as standard when the humidifier option is installed, acts by reducing the fan speed with consequent reduction of the air flow and at the same time operating the variable capacity compressors at full capacity. The unit is fitted with an infrared humidifier suitable for use with water of varying degrees of hardness. The humidifier is complete with a water inlet valve, and a maximum water level sensor; the humidifier includes 3 high-intensity quartz lamps shine on water creating instantaneous moisture using almost any water quality. The cleanable stainless steel humidifier pan is removable from front of the unit.

#### **Electrical Heating**

The heating resistors are of a rigid design for extended operational life and are normally utilised to maintain room dry-bulb conditions during a system call for dehumidification. Each stage of heaters is made of finned armoured stainless steel AISI 304 to maintain a low surfaces power density. Ionization effects are eliminated owing to the low heater surface temperature. Heating control is of the ON-OFF type. The heaters are phase balanced and are provided with a manual reset safety thermostat to disable them in the event of a high temperature.

#### **Scroll Compressor**

One (Two) refrigeration circuit(s), (each) incorporating one (two) high efficiency, fully hermetic Digital Scroll compressors with crankcase heater, air-cooled condenser with outlet service valve, safety valve, filter drier, moisture indicating sight glass, liquid line solenoid valve and an expansion valve directly controlled by the unit microprocessor to allow the highest energy saving. The compressor shall be designed for operation on R410A refrigerant.

#### **Refrigeration Circuit**

Each circuit is equipped with pre-set high pressure switch and low pressure transducer for protection against high condensing and low evaporating temperatures. The low pressure transducer is managed by microprocessor controller, whilst to avoid compressor cycling at high discharge pressures, the high pressure switch is equipped with a manual reset. The inclined evaporator coil is manufactured from copper tubes, mechanically bonded to hydrophilic painted aluminium fins, with a stainless steel condensate drain pan. The large face area/low velocity coil allows precise control of temperature and humidity during cooling and dehumidification, and is designed to optimise fluid velocity and minimise pressure drop. The evaporator shall be staged coil to allow a maximum efficiency on partial loads.

#### **Evaporator Coil**

The evaporator coil shall be slant coil incorporating draw-through air design for uniform air distribution. The coil shall be constructed of rifled bore copper tubes and louvered aluminum fins, with the frame and drip tray fabricated from Stainless steel. All metal parts in contacts with condensate shall be the same material to prevent electrolytic corrosion. The drip trays shall ensure the collection of condensate and be accessible for cleaning.

#### **Dehumidification**

Dehumidification function shall operate only when actually required, with reduction in the airflow rate and ensure uniform air distribution & Avoids sudden variation in supply air & room air temperature.

#### **Remote Air Cooled Condenser**

The air-cooled condenser shall be the low profile, weatherproof type incorporating high efficiency, direct drive, external rotor motors with axial blade fans. The condenser shall be constructed from GI Frame. Heavy duty mounting legs and all assembly hardware shall be included. Condensers shall be suitable for 24-hour operation and be capable of providing vertical or horizontal discharge. The condenser shall be fully factory wired and require a 230-volt I phase 50 Hz electrical services.

#### **Fan Speed Control Condenser**

The condenser fans shall be directly driven by 6 pole 900 rpm, 230 volt 50 hz electric motors with an IP54 enclosure rating and class F insulation. The motor shall be equipped with permanently sealed ball bearing and high temperature grease. The motors shall be speed controlled to ensure stable operating conditions from -5o C to 45 o C ambient by a factory fitted, direct acting pressure actuated fan speed controller. The control system shall be complete with input isolation switch, transducers and pressure switches. The high performance heat exchanger shall include mechanically expanded crosshatched copper tubes and louvered aluminum form maximum heat transfer. The coil shall be finished in a high temperature modified epoxy coating (kirbykote) to offer increased protection in aggressive environments. The coil shall be have maximum of 3 rows and 472 fins per meter and the face velocity shall not be more than 2.91 m/s.

#### **Unit Controller**

The Control System is microprocessor based, 32-bit RISC. It can be programmed to control the function of every device within the unit via I/O. The controller allows setting and monitoring of the following room parameters via a 3 button keypad:

- Air Temperature
- Temperature set-point
- Temperature band
- Humidity
- Humidity set-point
- Humidity band

The parameters are indicated using symbols and text on a back-lit, 3 digits Liquid Crystal Display. Cooling and heating modes are also indicated on the LCD screen. Alarm conditions activate a visual indicator. Three LED's indicate the unit status - 'Power on' (Yellow), 'Unit on' (Green) and 'Warning/Alarm activated' (Red)

The controller shall provide Unit to Unit Ethernet connection to operate with multiple units, run/stand-by rotation, automatic changeover and parameter sharing functions, external communications through BMS, sequential auto restart timer, with adjustable time delays to be applied to unit restart after a power loss.

The following warnings / alarms are included:

- High temperature
- Low temperature
- High relative humidity
- Low relative humidity
- Humidifier failure
- Fan failure
- Electrical heater high temperature (When applicable)
- Sensor failure
- Controller errors

Terminals are provided for remote start/stop control plus Volt-free 'Common Alarm' and 'Unit Run' indication

The display shall provide with track recorded of temperature and humidity with graphically display on the screen. A buzzer provides audible indication of a 'Warning' or 'Alarm' condition. Unit memory shall hold the 200 most recent alarms with time and date stamp for each alarm. Unit memory shall hold the 400 most recent events with id number, time and date stamp for each event. Menu shall display accumulative component operating hours for major components including compressors, fan motor, humidifier and reheat.

#### **Control**

**The control system shall allow programming of the following conditions:**

- Temperature set point • Humidity Set point • High Temperature Alarm • Low temperature Alarm • High Humidity Alarm • Low Humidity Alarm

**The control system shall include the following settable features:**

- Unit identification number. • Startup Delay, Cold start Delay and Fan Run on timers • Sensor Calibration. • Remote shutdown & general Alarm management • Compressor Sequencing. • Return temperature control. • Choice of Modulating output types.

#### **Alarms**

**The microprocessor shall activate an audible, visual and general alarm in the event of any of the following conditions:**

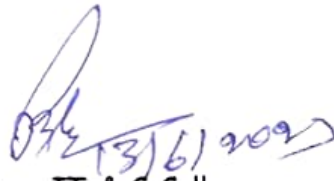
- High Temperature • Low Temperature • High Humidity • Low Humidity • Loss of Air • High Pressure • Low Pressure • Humidifier Low Water • Water Under Floor • Spare Alarm 1 and 2 (Customized text)

**The unit shall also incorporate the following protections:**

- Single phasing preventors. • Reverse phasing • Phase imbalancing • Phase failure Overload tripping (MPCB) of all components.

Enclosure:

1. Annexure-I : Bid Proposal
2. Annexure-II : Mandatory Condition
3. Annexure-IIA : Bid Details
4. Annexure-IIB : Financial Details
5. Annexure-IIC : Statement of orders executed During last five financial years
6. Annexure- III : Manufacture's Authorization Form (MAF)
7. Annexure IV : Techno Commercial Deviation Sheet
8. Annexure-V : Format of BOQ in unpriced condition
9. Annexure-VI : Proforma of Bank Guarantee for Bid Guarantee
10. Annexure-VII : Format for Bank Guarantee for Contract Performance
11. Annexure-VIII : Proforma for Additional Performance Guarantee
12. Annexure- IX : Declarations
13. Annexure- X : Agreement for Third Party Access Security Policy of WBSEDCL
14. Annexure-XI : Non-Disclosure Agreement
15. Annexure-XII : Annexure List Submission Status
16. Annexure-XIII: Contract Agreement
17. Annexure-XIV : Escalation Matrix
18. Annexure-XV : PAC Specifications
19. Annexure -XVI : Technical Data Sheet
20. Apendix-I : List of standards

  
Chief Engineer, IT & C Cell  
WBSEDCL

**ANNEXURE-I**

**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023**

**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  
3<sup>rd</sup> Floor, Block 'D', Vidyut Bhavan  
Bidhannagar, Kolkata- 700 091

**Sub: Supply, Delivery, Installation & Commissioning and Synchronization of 4 Nos of PACs with existing PACs at Data Centre Rajarhat, WBSEDCL including 5 Years warranty Services.**

Dear Sir,

We the undersigned bidder(s), having read and examined in details the specifications and other documents of the subject tender, do hereby propose to execute the contract as per specification set forth in your Bid-Documents. We have read and examined in details all the clauses mentioned in NIT including representative of the vendor, LD, PBG, Additional PBG, SoW, etc. and unconditionally agree with the same.

**1 Prices & Validity:**

**1.1** The offer against tender will remain valid for a minimum period 180 (One hundred eighty) days from the next day of opening of the tender. We further declare that prices stated in our proposal are in accordance with your bidding and the quoted unit rates will remain firm throughout the period of the contract.

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

**2 Bid Guarantee:**

We have enclosed a Bid Guarantee in the form of Bank Guarantee from ..... drawn in favor of WBSEDCL / paid through online mode for an amount of Rs.....

**3 Deviations:**

We declare that contract shall be executed strictly in accordance with the specifications mentioned in the NIT and without any deviations. Further, we agree that additional conditions, deviations, if any, found in the proposal documents, shall not be given effect to.

**4 Contract Performance Guarantee and Additional Contract Performance Guarantee:**

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent to 3 (three)% of the Contract Price as stipulated in Bid document in the form of Bank Guarantee in your favor and enter into a formal agreement with you within 45 (forty-five) days from the date of placement of Letter of Award. Additionally, if applicable, we shall provide an additional Contract Performance Guarantee equivalent to 10 (ten)% of tendered amount as per terms and conditions stipulated in NIT.

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

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

(Signature) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

Business Address:

Name & Address of Authorized Signatory:

## ANNEXURE-II

West Bengal State Electricity Distribution Company Limited  
Tender Notice No: WBSSEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023

### Mandatory Condition

(Instruction: It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.)

Sl No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No	Page No in technical Proposal
1	Minimum Average Annual Turn Over for last three consecutive financial years i.e. 2019-20, 2020-21, 2021-22 must be at least <b>2.5 Crore INR</b>	Provide the turnover in a separate sheet (as <u>per Annexure-IIB</u> ) with Auditor's signature along with following supporting document duly attested i. Audited Balance Sheet for consecutive 3 years as mentioned. ii. PL Account for consecutive 3 years as mentioned. iii. Income Tax Return for consecutive 3 years as mentioned.		
2	Financial Capability to handle a single similar project of 25 Lakhs INR in last 5 years.	i) Statement of orders executed during last three financial years ( <b>Vide Form-IIC</b> ) i.e for financial years, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22. ii) Work order/PO/LoA/Completion Certificate/Mail Confirmation mentioning order reference from Ordering Authority as supporting document.		
3	The Bidder must have Regd. office facility available in Kolkata, WB  The Bidder must have a Toll Free Numbers / contact nos. for service support.	i. Supporting Documents against Address of Kolkata Office.  ii. Supporting Documents against Toll Free phone no/ contact no.		
4	<b>Bidder must have valid ISO 9001:2015 certification</b>	Relevant valid ISO 9001:2015 Certification as on bid submission date.		
5	Must have experience of at least two similar projects for Supply, Delivery, Installation and Commissioning of PACs, with Project value not less than 15 Lakhs each .	Work order/PO/LoA/Completion Certificate/Mail Confirmation mentioning order reference from Ordering Authority as supporting document.		



Sl No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No	Page No in technical Proposal
6	Must have back-end agreement with the OEMs (for OES) for entire contract period	MAF/ OEM certification. (for OES) For OEM self-declaration is required GTP/ Technical Data Sheet to be submitted by the bidder.		
7	The bidder should be either OEM (Original Equipment Manufacturer) of the equipment or OES (Original Equipment Supplier) of such OEM (should produce documentary evidence from the OEM in this regard). OEM certification is mandatory for OES.)	In case bidder is not OEM then manufacturer authorisation letter to be submitted.		
8	The bidder should have its own Engineers for direct support.	List of Engineers details to be enclosed		
9	The vendor shall maintain sufficient stock of PACs and spares in West Bengal/ Kolkata at his own cost for a total contract period.	Self-declaration.		
10	Bidder must Have Company Registration, Certificate of incorporation, PAN Card, GST certificate, Last two years GST return statement	Provide declaration <b>(as per Annexure- IIA)</b> duly attested with following supporting documents. i. Copy of PAN Card ii. GST certificate iii. Registration of the company iv. Certificate of incorporation v. Last two years GST return statement		
11	Must comply to the Conflict of Interest clause as mentioned in the tender.	Self-declaration		

N.B.: Each page of all the documents/copy of certificates should be submitted with attestation by the authorized signatory and with seal & date.

Signature of the bidder with Office Seal

Date-----

**ANNEXURE-IIA**

**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSIEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023**

**Bid Details**

**(Instruction: It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.)**

Sl. No	Power of Attorney from Bidder		Page No in technical Proposal
1	Name of the Bidder (Company Name)		
2	Power of Attorney		
3	Person Issuing Power of Attorney		
4	Signing Authority/Person for this bid		

Sl. No	Correspondence Details (will be used for communications related to this NIT)		Page No in technical Proposal
1	Contact Person		
	Email Id		
	Mobile No		
2	Telephone No		
	Correspondence Address		
3	Address of Kolkata office with Telephone No		

Legal Details of the Company			
Sl. No	Document Name	Number	Page No in technical Proposal
1	Corporate Identification Number (CIN)		
2	PAN No		
3	GST Registration No		
4	PF Registration No		
5	Company Registration No		

ISO Certification					
Sl. No	Name of Certificate	Name of Issuing Authority	Issued on Date	Valid Up to Date	Page No in technical Proposal
2	ISO 9001 :2015				

Sl. No	Payment Confirmation for EMD (Earnest Money Deposit)		Page No in technical Proposal
1	Payment Mode (NEFT/RTGS/E-Challan/Bank Guarantee)		
2	UTR No/ Challan No/BG Number		
3	Scanned Copy (Payment Receipt)		
4	BG Details (will be used confirmation of BG from Issuing bank) as per Annexure -VI		
	i. Scanned Copy of BG		
	ii. BG Number		
	iii. BG Issue Date		
	iv. Issuing Bank Name		
	v. IFSC of Issuing Bank		
	vi. Email Id of Contact Person from Issuing bank for Confirmation of BG		

Whether agreed to Following (YES/NO):		
Sl. No	Name of the Clause	Yes/No
1	Terms of Payment	
2	Earnest Money clause	
3	Risk purchase clause	
4	Liquidated damage/ SLA clause	
5	Conflict of interest clause	
6	Price should be firm	
7	Offer valid up to 180 days from the date of opening of Technical Part of the Tender	

Signature of the bidder with Office Seal

Date-----

**ANNEXURE-IIB****West Bengal State Electricity Distribution Company Limited****Tender Notice No: WBSSEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023****Financial Details**

**(Instruction: It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.)**

<b>Financial Statements - Balance Sheet</b>			
<b>Sl. No</b>	<b>Fiscal Year</b>	<b>Net Worth (in Lakh INR)</b>	<b>Page No in technical Proposal</b>
<b>1</b>	2021-22		
<b>2</b>	2020-21		
<b>3</b>	2019-20		

<b>Financial Statements - Profit &amp; Loss Statement</b>			
<b>Sl. No</b>	<b>Fiscal Year</b>	<b>Profit &amp; Loss Statement Submission Status (Yes/No)</b>	<b>Page No in technical Proposal</b>
<b>1</b>	2021-22		
<b>2</b>	2020-21		
<b>3</b>	2019-20		

<b>CA Certificate for Net Worth</b>			
<b>Sl. No</b>	<b>Fiscal Year</b>	<b>Net Worth (in Lakh INR)</b>	<b>Page No in technical Proposal</b>
<b>1</b>	2021-22		
<b>2</b>	2020-21		
<b>3</b>	2019-20		

<b>CA Certificate for Liquid Asset</b>			
<b>Sl. No</b>	<b>Fiscal Year</b>	<b>Liquid Asset (in Lakh INR)</b>	<b>Page No in technical Proposal</b>
<b>1</b>	2021-22		
<b>2</b>	2020-21		
<b>3</b>	2019-20		

<b>Income Tax Return</b>			
<b>Sl. No</b>	<b>Fiscal Year / Assessment Year</b>	<b>Submission Status (Yes/No)</b>	<b>Page No in technical Proposal</b>
<b>1</b>	2021-22/2022-23		
<b>2</b>	2020-21/2021-22		
<b>3</b>	2019-20/2020-21		

S I. N o .	Certificate regarding Summary Statement of Yearly Turnover		Remarks
	Financial Year	Turnover rounded up to two digits after decimal (Rs. In Lakh)	
1	2021-22		
2	2020-21		
3	2019-20		
Total			
Average Turnover			

1. Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
2. Average turnover for 3 years is to be obtained by dividing the total turnover by 3.0.

Signature of the bidder with Office Seal

Date-----

**ANNEXURE-IIC**  
**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSSEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023**

**STATEMENT OF ORDERS EXECUTED DURING LAST FIVE FINANCIAL YEARS**  
**(Instruction: It will be treated as reference for technical evaluation of bid. Incomplete or improperly submitted bid detail may lead to rejection of bid.)**

<b>Work Experience Details (Only relevant orders are to be listed)</b>						
<b>Sl. No</b>	<b>Duration in Year</b>	<b>Work Description</b>	<b>Order No with Date &amp; Page No in technical Proposal</b>	<b>Name of Ordering Authority details &amp; Details of Assignment</b>	<b>Order Value in INR.</b>	<b>Scanned Copy of Scanned Copy of LoA/ PO/ Successful Completion of the Order / Project Ongoing Certificate/ Confirmation Mail from order issuing authority submitted (YES/NO)</b>
<b>1</b>	{e.g., Jan.2015-Apr.2017}		{e.g., LOA/PO No.}		{e.g., INR}	
<b>2</b>						
<b>3</b>						

**NB:** Scanned Copy of LoA/ PO/ Successful Completion of the Order / Project Ongoing Certificate/ Confirmation Mail from order issuing authority needs to be attached for each of the above order.

Signature of the bidder with Office Seal

Date-----

ANNEXURE-III

West Bengal State Electricity Distribution Company Limited  
Tender Notice No: WBSSEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023

Manufacture's Authorization Form (MAF)

Date: \_\_\_\_\_

Tender Reference No.& Tender ID. \_\_\_\_\_

Dear Sir,

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

(a) Resale, and/or distribute \_\_\_\_\_ (OEM) products and/or services in India to end users within that Territory.

(b) Bid, negotiate and conclude a contract with \_\_\_\_\_ for the above products/services manufactured or supplied by \_\_\_\_\_ (OEM) .

\_\_\_\_\_ (OEM) will, within the scope of its agreement with its authorized channels, provide product warranty services and technical support for \_\_\_\_\_ (OEM) products obtained through its authorized channels for a defect liability period mentioned in the Tender document referred above, from the date of installation at \_\_\_\_\_ (Work-site name).

\_\_\_\_\_ (OEM) certify that, the equipment being sold would not be declared End of Sale (EoS) within defect liability period and that

\_\_\_\_\_ (OEM) shall supply suitable substitute in case EoS of equipment. Also \_\_\_\_\_ (OEM) certifies that the products being sold would be covered under Warranty/Technical Support and technical support will be available for defect liability period from the date of installation at \_\_\_\_\_ (Work-site name).

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

Yours faithfully,

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

Designation:

Contract Details:

Date:

Place:

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

**ANNEXURE-IV**  
**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023**  
**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 Authorized 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-V

West Bengal State Electricity Distribution Company Limited  
Tender Notice No: WBSSEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023  
BOQ Format

Validate	Print	Help	<u>Item Rate BoQ</u>					
Tender Inviting Authority: Chief Engineer, IT&C Cell, WBSSEDCL						Annexure - V		
Name of Work: Supply, Delivery, Installation & Commissioning of 4 Nos of PAC at Data Centre Rajarhat and DRC Berhampore including 5 years warranty Services.								
Contract No: WBSSEDCL/IT&C/33.10(i)/ Dated :								
Bidder Name :								
<b>PRICE SCHEDULE</b> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )								
NUMB	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER	TEXT	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Basic unit price in INR Rs. P	GST ( % )	HSN / SAC Code	TOTAL AMOUNT In Figures	TOTAL AMOUNT In Words
1	2	4	5	13	14	18	53	55
1	Price for 4 Nos of PAC with all synchronization and other accessories as per specification mentioned in M&T.	4	No				0.00	INR Zero Only
2	Installation charges	1	LS				0.00	INR Zero Only
3	Buy Back Price for 4 Nos of PACs	4	No				0.00	INR Zero Only
15	Mention GST (%) and HSN/SAC Code Properly. (Not required for Buy Back )							
Total in Figures							0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only						

NOT TO BE QUOTED HERE

**ANNEXURE-VI**

**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSSEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023**  
**PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE (Earnest Money)**  
(To be stamped in accordance with Stamp Act)

Ref. No. :

Date:

To

The West Bengal State Electricity Distribution Company Limited

Vidyut Bhawan

DJ Block, Sector - II

Salt Lake, Kolkata - 700 091

Dear Sirs,

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

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

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

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

All rights of West Bengal State Electricity Distribution Company Limited under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless WBSSEDCL 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 \_\_\_\_\_ 2022 \_\_\_\_ 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-VII

West Bengal State Electricity Distribution Company Limited  
Tender Notice No: WBSEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023  
Proforma for Bank Guarantee for Contract Performance  
(To be stamped in accordance with Stamp Act)

Bank Guarantee No. \_\_\_\_\_

Ref No. \_\_\_\_\_

Date: \_\_\_\_\_

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

Dear Sir,

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

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

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

The Bank also agrees that WBSEDCL at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that WBSEDCL may have in relation to the contractor's liabilities.

This Guarantee shall be valid upto..... it comes into force with immediate effect and shall remain in force and valid for a period up to the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee.

Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs. .... (Rupees.) and unless a claim in writing is lodge if with us within the validity period i.e. upto..... of this guarantee all our liabilities under this guarantee shall cease to exist.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022 at \_\_\_\_\_

Witness:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Official address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Designation with Bank Stamp)

\_\_\_\_\_  
Attorney as per Power of

Attorney No. \_\_\_\_\_

Date \_\_\_\_\_

## ANNEXURE-VIII

**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSSEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023**  
**Format of Bank Guarantee for Additional Performance Security Deposit**

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

WHEREAS..... (name and address of "the Contractor") Contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contract no. .... Dated..... to execute..... (name of Contract and brief description of Works (hereinafter called "the Contract").

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

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

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

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

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

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment, We (indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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

This Guarantee shall be valid upto..... it comes into force with immediate effect and shall remain in force and valid for a period up to the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee.

Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs..... (Rupees.) and unless a claim in writing is lodge if with us within the validity period i.e. upto.....of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this .....day . ....of 2022.....at .....

SIGNED, SEALED AND DELIVERED

by:

For and on behalf of the BANK

(Signature)

(Name)

(Designation),

(Code Number),

Address

NOTE (1) The bank guarantee should contain 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 of issuing Branch should be mentioned on the covering letter issuing Branch.

**ANNEXURE-IX**

**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023**

**Declarations**

**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

3<sup>rd</sup> Floor, Block 'D', Vidyut Bhavan

Bidhannagar

Kolkata- 700 091

Sub: Supply, Delivery, Installation & Commissioning and Synchronization of 4 Nos of PACs with existing PACs at Data Centre Rajarhat, WBSEDCL including 5 Years warranty Services.

Dear Sir,

We the undersigned Bidder (s), having read and examined in details the specifications and other documents of the subject tender, do hereby propose to execute the contract as per specification set forth in your bid-document. In this regard we solemnly declare and agree to following points: -

1. M/s ----- (Name of the bidder) has not been blacklisted or involved in any forgery/data leak from any Government or reputed private organization across India in last three years.
2. M/s ----- (Name of the bidder) has a valid ISO 9001:2015 for Information Security Management as on bid submission date.
3. All documents/information/Credentials submitted by Ms/----- (Name of the bidder) along with this bid are genuine, authentic, correct true and valid.
4. None of the Partners of our firm is relative of employee of -----  
--- (Name of the Company).

5. If any information and document submitted is found to be false/ incorrect any time, WBSEDCL may cancel my bid 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.
6. We, M/s \_\_\_\_\_ declare that, will establish a project management office at Kolkata (if not available) for continuing the service from Kolkata within 3 months from the placement of LOA.

Non-compliance of any of the above, if comes in the notice of WBSEDCL, may invite imposition of penal measures (like black-listing, forfeiture of EMD BG or PBG, etc.) as deemed fit by WBSEDCL

Dated.....this.....day of.....2022

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

(Signature) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

Business Address:

Name & Address of Authorized Signatory:

**ANNEXURE-X**

**West Bengal State Electricity Distribution Company Limited  
Tender Notice No: WBSEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023  
Agreement for Third Party Access Security Policy of WBSEDCL**

Organization Name & Address:			Date:
First Name	Middle Name	Last Name	Department:
Designation:			
<b>Third Party Access Security Policy</b>			
<ul style="list-style-type: none"><li>• User shall access only the appropriate physical area of the premises and appropriate information resource.</li><li>• Users shall not access any information resources of WBSEDCL, without prior authorization of the concerned officials of WBSEDCL.</li><li>• 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 Centers, Smart Grid Control Centre, etc.</li><li>• Users shall not access any information resources without the presence of WBSEDCL's authorized personnel.</li><li>• Any passwords and access privileges given shall not be disclosed to anyone inside and outside WBSEDCL's physical and logical boundaries.</li><li>• 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.</li><li>• User shall not conduct or permit "hacking" activities. User shall not run "packet sniffers". Users shall not distribute computer viruses, Trojan horses, worms, or any other malicious software.</li></ul>			
I hereby declare that I have understood the information security practices followed at WBSEDCL, and I shall adhere to the procedures.			
<p align="center">(Signature of the Bidder)</p> <p>Date:</p> <p>Name of the Bidder:</p>			

## ANNEXURE-XI

West Bengal State Electricity Distribution Company Limited

Tender Notice No: WBSSEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023

### NON-DISCLOSURE AGREEMENT

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

#### BETWEEN

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

#### AND

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

#### Purpose

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

#### Disclosure of Confidential Information

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

#### Confidentiality

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

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



Each party and its Representatives will immediately notify the other party of any use or disclosure of the Confidential information that is not authorized by this Agreement. Each party and its Representatives will use its best efforts to assist the other party in remedying any such unauthorized use or disclosure of the Confidential Information. Either Party shall implement and follow the rules as laid down in the information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 as and where apply.

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

#### **Ownership of Material/No Warranty**

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

#### **Term**

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

#### **Return of Confidential information**

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

#### **General**

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

(b) Either Party agrees that breach of the provisions of this Agreement by any Party will cause the other Party and irreparable damage for which recovery of money damages would be made in court of law' is Kolkata inadequate. Receiving Party and its Representatives hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of Kolkata, West Bengal for any actions, suits or proceedings arising out of a relating to this Agreement and the transactions contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts), and further agree that service of any process, summons, notice 'or document by registered mail or tracked courier service to the address set for the above shall be effective service of process for any action, suits or proceeding brought against Receiving Party and its Representatives in any such court.

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

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

(e) No terms or provision hereof will be considered waived by either party, and no breach excused by it, unless such waiver or consent is in writing signed an authorized representative of the non-breaching party. No consent to, or waiver of, a breach by a party, whether express or implied, will constituted a consent to, waiver of, or excuse of any other, different, or subsequent breach.

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

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

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

Signed, Sealed and delivered by:

Shri.....representing

WBSedCL in presence of:

Witness:

1)

Authorized signature with  
designation and seal

Signed, Sealed and delivered by:

Shri.....representing

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

Witness:

1)

---

Authorized signature with  
designation and seal

**ANNEXURE-XII**

**West Bengal State Electricity Distribution Company Limited**

**Tender Notice No: WBSEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023**

**Annexure List Submission Status**

<b>Signed Documents as per NIT and corresponding Annexures with Seal of Bidder</b>			
<b>Sl. No</b>	<b>Document Details</b>	<b>Submission Status (Yes/No)</b>	<b>Page No in technical Proposal</b>
<b>1</b>	Signed Copy of Complete NIT with Annexures		
<b>2</b>	Signed Copy of Addenda/Corrigendum, if any		
<b>3</b>	Signed Copy of all Annexures (Annexure-I to Annexure XV)		

Dated.....this.....day of.....2022

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

(Signature) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

Business Address:

Name & Address of Authorized Signatory:

**ANNEXURE-XIII**  
**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023**  
**Contract Agreement**

This agreement is made at KOLKATA on this \_\_\_\_\_ day of, .....(Month) 2022 between:

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

And

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

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

**Reference:**

1. Supply, Delivery, Installation & Commissioning and Synchronization of 4 Nos of PACs with existing PACs at Data Centre Rajarhat, WBSEDCL including 5 Years warranty Services. NIT No WBSEDCL/ IT & C /33.10(i) /XXX Dated XX/09/2023
2. Letter of Award (LoA) placed by WBSEDCL on M/ s ..... vide Memo No WBSEDCL/IT&C /33.10(i) /XXXX Dated. XX.XX. XXXX

This agreement is entered into by above mentioned parties for PAC replacements activity services in WBSEDCL for the period, quantity, terms and conditions guided by above mentioned NIT & LoA.

M/s .....hereby agrees to adhere to all the clauses mentioned in NIT & LoA.

In WITNESS WHEREOF the parties hereto have executed this agreement on the \_\_\_\_\_ Day of .....(Month), 2022 herein above mentioned.

In the presence of (Witness)

(1)

(2)

Signed, sealed and delivered by the  
within named M/s .....by the hands of  
its authorised signatory

In the presence of (Witness)

(1)

(2)

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

ANNEXURE-XIV

West Bengal State Electricity Distribution Company Limited  
Tender Notice No: WBSEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023

Escalation Matrix

Level of Escalation	Name of the Associate	Designation	Contact No	Email	Requirements
Single Point of Contact (SPOC)					Official who will coordinate entire work
Level 1 Escalation					Should be at least project head
Level 2 Escalation					Should be at least one step higher than project head
Level 3 Escalation					Should be at least two step higher than project head

Dated.....this.....day of.....2022

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

(Signature) \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

Business Address:

Name & Address of Authorized Signatory:

**ANNEXURE-XV**  
**West Bengal State Electricity Distribution Company Limited**  
**Tender Notice No: WBSSEDCL/ IT&C/33.10(i)/1605 dated 13.06.2023**  
**Specifications**

Systems should mandatorily be having variable speed compressors and performance as per specifications.

<b>SPECIFICATION OF BOTTOM DISCHARGE AIR COOLED DX TYPE PRECISION AIRCONDITIONER</b>	
Indoor Unit	
Power supply	415V, 3 phase, 50 Hz, AC, 4 wire system
Compressor	Hermetically sealed variable capacity Digital Scroll Compressor
Cooling coil	DX type Aluminum fin & Cu tube internally grooved with slit fins
Blower motor	IP54, Electronically Commutated motor (EC Motor)
Nominal Air Flow	2500 to 3000 CFM
Static Pressure	25 mm Pa ESP
Safety device for compressor	Inbuilt internal thermal protector, over load trip, high-Low voltage trip, internal pressure relief valve, high pressure cut-out, low pressure cut out, etc.
Control Panel	Microprocessor based intelligent control panel with digital Temperature & Relative Humidity controller and faults diagnostic, alarm, indication as per detail specification given below
Temperature controller	Digital temp controller Range : 20 - 27°C Sensitivity : $\pm 1^{\circ} \text{C}$ (Preferable) TC/RTD/thermistors type temperature sensors
RH controller	Infra-Red Humidifier with high intensity Infrared quartz lamp. Range : 20 - 80 %
Heater	Strip heaters of required capacity to control temperature and RH
Condenser	Air cooled condensers shall have internally grooved copper tubing with anticorrosive coated aluminum fins.
Air Filters	Micro fiber glass fine filter of rated efficiency shall be down to 10 micron particle size, conforming to the standards EU4/MERV4. The unit is fitted with a filter differential pressure switch to provide filter clogged warning indication.
Refrigerant & oil Charging	Refrigerant R410 & oil shall be required quantity as first charge
Refrigerant Piping	hard drawn copper piping between indoor and outdoor units
Cabling	Suitable Power, control and interlocks cabling and earthing between indoor unit and isolator switch and between indoor unit and air cooled condensers (ODU) duly complete with all fittings.
Sheet Metal Parts	Indoor and outdoor units shall be power coated corrosion resistant textured finished CRCA sheet and should have modular construction with railing and hinged door.

<b>LIST OF APPROVED MAKES FOR EQUIPMENT AND MATERIAL</b>	
<b>Details of Materials / Equipment</b>	<b>Approved Makes</b>
Precision AC	Emerson-Liebert/ Vertiv ( PX033 EC DOWNFLOW)
Dampers/Fire Dampers	Carryaire/Dynacraft/TSC/Ravistar/ Systemair/Jonson Control
Grilles/Diffusers	Carryaire/Dynacraft/Ravistar/Zeco/ Systemair/Jonson Control
Fabric Air Dispersion Duct (Diffusers):	Ductsox/ Parihoda/Hero Fabriduct/
Al. Sheets	BALCO/Hindalco/ NALCO
Insulation & Lining Materials	Armacell/ Armaflex/ K-Flex/ UP Twiga
PVC/ C-PVC Pipes	Astral/ Finolex/ Supreme
Controllers, Controls & Sensors	Schneider/ Siemens/Johnson/ Emerson-Liebert
HP/ LP Switch	Danfoss / Ranco / Johnson control
Spring Vibration Isolators	Emerald/ Polybond/ Resistoflex
Electrical Items:	Siemens / ABB / Schneider
Cables	Finolex/ Polycab /Havells
Copper pipes	Mandev/ Rajco/Totaline
MS Structure/ beam/ gurdar/ channel	Jindal/ SAIL/ Tata/ Essar
Filters	Air Breeze/ Aerosol/Spectrum/AAF
Thermostat/ Humidistat	Honeywell/ Danfoss/ Johnson control
Actuator	Honeywell/ Johnson control/Siemens

Complied (YES/ NO)

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

Dated-----

(Technical Data Sheet to be filled up by the bidder)

### **SCHEDULE OF TECHNICAL DATA**

#### **GENERAL**

Technical data for all pieces of equipment and materials shall be submitted in the formats given in this section.

If the technical data is not filled in completely then the tender is liable for rejection.

Performance charts and catalogues of all equipment are to be submitted along with the tender. The technical literature so enclosed will not be a substitute for the Data sheet, the data sheet has to be necessarily filled in.

Additional information if any, may be added at the end of each format.

Tenderers shall carefully study the spaces allotted for installation of equipment and allied works and offer their equipment and systems to fit into the spaces allotted. The tenderers shall take into account the spaces required for maintenance etc. All requirements for safe and efficient installation and operation of the plants shall be deemed to be included in the offer.

Non-compliance to above instruction may result in rejection of the tenders.

#### **TECHNICAL DATA**

<b>Indoor Unit</b>		
<b><u>Description</u></b>	<b><u>Unit</u></b>	
Number of bay	--	
Number of circuit's	--	
Casing material	--	
Skin	--	
TYPE OF UNIT:		
Floor Unit	FA/RA/DA	
COMPRESSOR:		
Make	--	



Type	--	
Model No.	--	
No of Compressor / unit	nos.	
Power supply	V / Ph / Hz	
Capacity Control Arrangement	%	
Method of Lubrication	--	
Grade of Lubrication Oil	--	
Starting & unloading arrangement	--	
Motor rpm	rpm	
Motor class of insulation	--	
Motor protection	--	
EVAPORATOR COIL:		
Make	--	
Type	--	
No of Coil / unit	--	
Rows deep	nos.	
Face area	m <sup>2</sup>	
Fins per Inch	nos.	
Tube Material / Size / Thick	-- / mm / mm	
Fin Material / Thick	-- / mm	
REFRIGERANT CONNECTIONS		
Gas Connection (OD)	mm	
Liquid Connection (OD)	mm	
EVAPORATOR FAN:		
Make	--	
Type of Fan	--	
Material Fan / Frame	--	
Type of Drive	--	
Fan diameter	mm	
No of Fan / unit	nos.	
Power supply	V / Ph / Hz	
Motor rpm	rpm	
Motor class of insulation	--	
Motor protection	--	
Type of Bearing	--	
Bearing Lubrication	--	
EXPANSION VALVE:		
Make	--	

Type	--	
FILTERS:		
Make	--	
Type	--	
Size	mm	
Qty.	nos.	
Filtration efficiency	% / micron size	
Pressure drop (clean condition)	mm wc	
Pressure drop (dirty condition)	mm wc	
HUMIDIFIER:		
Make	--	
Type	--	
Capacity	kg /hr	
Input power	kW	
Setting - Amps	Amp's	
Power supply	V / Ph / Hz	
ELECTRICAL HEATER:		
Make	--	
Capacity	kW	
Power supply	V / Ph / Hz	
DIMENSION AND WEIGHT:		
Width	mm	
Depth	mm	
Height	mm	
Footprint	mm <sup>2</sup>	
Weight (Air Cooled)	kg	
Weight (Water Cooled)	kg	
<b>Air cooled condenser</b>		
Number of circuit's	--	
CONDENSER COIL:		
Make	--	
Type	--	
Face area	m <sup>2</sup>	
Air Volume	m <sup>3</sup> / hr	
Rows deep	nos.	
Fins per Inch	nos.	

Tube Material / Size / Thick	-- / mm / mm	
Fin Material / Size / Thick	-- / mm / mm	
CONDENSER FAN:		
Make	--	
Type of Fan	--	
Fan Material	--	
Type of Drive	--	
No of Fan / Condenser	nos.	
Impeller Diameter	mm	
Power supply	V / Ph / Hz	
Motor Rated KW	kW	
Full Load Amps (FLA)	amps.	
Motor rpm	rpm	
Motor class of insulation	--	
Motor protection	--	
DIMENSION AND WEIGHT:		
Casing Material	--	
Vertical Discharge		
Width	mm	
Depth	mm	
Height	mm	
Horizontal Discharge		
Width	mm	
Depth	mm	
Height	mm	
Weight	kg	

## **APPENDIX-I**

### **LIST OF BUREAU OF INDIAN STANDARDS CODES**

IS: 277 – 1992	Galvanized steel sheet (Plane & Corrugated)
IS: 554 – 1985 ( Reaffirmed 1991)	Dimensions for pipe threads where pressure tight joints are required on the thread.
IS : 655 – 1963 (Reaffirmed 1991)	Metal air duct
IS : 659 – 1964 (Reaffirmed 1991)	Air conditioning ( Safety Code )
IS : 660 – 1963 (Reaffirmed 1991)	Mechanical Refrigeration ( Safety code)
IS : 694 – 1990 (Reaffirmed 1994)	PVC insulated electric cables for working voltage up to and including 1100 volts.
IS : 732 – 1989	Code of practice for electrical wiring.
IS : 780 - 1984	Sluice valves for water work purposes.
IS : 822 – 1970 (Reaffirmed 1991)	Code of procedures for inspection for welds.
IS : 1239 (Part – 1) – 1990	Mild steel tube.
IS : 1239 (Part – II) –1992	Mild steel Tubular and other wrought steel pipefitting.
IS : 1255 – 1983	Code of practice for installation and maintenance of power Cables up to and including 33 KV rating (Second revision).
IS : 1554 1988 (Part –I)	PVC insulated (Heavy Duty) electric cables for working voltage upto and including 1100 volts.
IS : 1897 – 1983 (Reffirmed 1991)	Copper bus bar /strip for electrical purposes.
IS : 2379 – 1990	Colour code for the identification of pipelines.

IS : 2551 – 1982	Danger notice plate.
IS : 3034 - 1987	Code for practice for earthing.
IS : 3103 – 1975 (Reaffirmed 1999)	Code for practice for industrial ventilation.
IS : 3837 – 1976 (Reaffirmed 1990)	Accessories for rigid steel conduit for electrical wiring.
IS : 4736 – 1976 (Reaffirmed 1998)	Hot-dip zinc coating on steel tubes.
IS : 4894 – 1987	Centrifugal fan.
IS : 5133 – 1969 (Part-I) (Reaffirmed 1990)	Boxes for the enclosure of electrical accessories.
IS : 5216 – 1982 (Part-I) (Reaffirmed 1990)	Guide for safety procedure and practices for electrical work.
IS : 5312 (Part-I) – 1984 (Reaffirmed 1990)	Swing – check type reflux non-return valve for water works.
IS : 5424 1989 (Reaffirmed 1994)	Rubber mats for electrical purposes.
Is : 5578 & 11353-1985	Marking and identification of conductors.
IS : 6392 – 1971 (Reaffirmed 1988)	Steel pipe flanges.
IS : 8623 – 1993	Low voltage switch gear and control gear Assemblies (Required for type /partly type tested assemblies).
IS : 8623 – 1993 (Part-II)	Bus bar trunking system.
IS : 8828 – 1996	Circuit Breakers for over current protection for house hold and similar installation.
IS : 9537 – 1981 (Part-II)	Rigid Steel Conduits for electrical wiring.
IS : 10810 – 1988	Methods of test for cables.
IS : 13947 – 1993 (Part-I)	General rules for low voltage switch gears and control gears.
IS : 13947 – 1993 (Part-II) IEC 947 – 2	Circuit Breakers.

IS : 13947 1993 (Part-III)	Switches disconnectors and fuse for low voltage switch gear and control gears.
IS : 13947 – 1993 (Part-IV)	Low voltage switch gear and control for contractors and motor starters.
IS : 13947 – 1993 (Part-V)	Control circuit devices.
IS : 325	Three phase induction motor.
IS : 996	Single phase A.C. motor.
BS : EN : 779 – 1993	Filters.
CPWD Handbook on HVAC	CPWD's General Specifications for Heating, Ventilation & Air-Conditioning (HVAC) Works
ASHRAE Hand Books	American Society of Heating Refrigeration and Air Conditioning Engineers.
Application 1999 System & Equipments2000 Fundamentals 2001 ASHRAE Indoor air quality Standard62-2001	
IEC	Relevant section.