

NleT No: WBSEDCL /SPGD/ SCADA//2021-22/29 dated 29.06.2021

TENDER DOCUMENT

For

**Design, Supply, Installation, Testing & Commissioning of
SCADA System along with Three Year Comprehensive AMC**

for

Solar Power Generation Integration

at

ALDC, WBSEDCL, Kolkata



WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Govt. of West Bengal Enterprise)

SOLAR POWER GENERATION DEPARTMENT

VIDYUT BHAVAN, BLOCK – DJ, SECTOR – II

SALT LAKE, KOLKATA – 700 091

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BID DETAILS

Sl. No.	ITEM	DETAILS
1	NleT No.	WBSEDCL /SPGD/ SCADA//2021-22/29 dated 29.06.2021.
2	Name of work	Design, Supply, Installation, Testing & Commissioning of SCADA system along with three year comprehensive AMC for Solar Power Generation Integration at ALDC, WBSEDCL, Kolkata.
3	Tender Fee (Non-refundable) [In the form of Demand Draft/Banker's Cheque]	NIL
4	Estimated Cost of the Project	Rs. 40.0 Lakh (Rs. Forty Lakh only)
5	Earnest Money (In the form of Bank Guarantee/ Demand Draft/Banker's Cheque)	Rs 80,000.00
6	Validity of Earnest Money (in case of Bank Guarantee)	06 (six) months from the date of opening of Technical Bid and with a claim period of another 03 (three) months
7	Date of uploading of NleT Documents (Online)	07/07/2021
8	Document download start date (Online)	07/07/2021 (After Uploading of NleT Document)
9	Last Date of submission of queries, if any, for the pre-bid meeting (Only through email)	12/07/2021
10	Pre Bid Meeting (Date & Venue)	13/07/2021 at 15:00 hrs at the Office of the Chief Engineer, Solar Power Generation Department (SPGD) 5th Floor, B Block, Vidyut Bhavan, WBSEDCL Block – DJ, Sector-II, Salt Lake, Kolkata – 700091
11	Bid proposal submission start date (Online)	16/07/2021 from 15:00 hrs
13	Last date & time for submission of bid (Online)	28/07/2021 upto 15:00 hrs
14	Date of physical submission of EMD, in case of BG only (<u>for other mode EMD will be paid online</u>)	29/07/2021 & 30/07/2021; Time: 11:00 -16:00 hrs Solar Power Generation Department (SPGD), B - Block, 5th Floor, Vidyut Bhavan, WBSEDCL Block – DJ, Sector-II, Salt Lake, Kolkata – 700091.

Sl. No.	ITEM	DETAILS
15	Date and time of opening of Bid Proposal	02/08/2021 at 12:00 hrs
16	Date and time of opening of Price Bid / Part - B	To be notified later
17	Time of completion of work	120 (One Hundred Twenty) days.
18	Validity of offer	180 (One Hundred and Eighty) days (or within such extended period as may be, if required) from the date of opening of Price Bid.

PROJECT DETAILS

Sl. No.	ITEM	DETAILS
Details of SCADA System Installation Location:		
1	Location	ALDC, WBSEDCL
2	Address	Block JC, Sector III, Bidhannagar, Kolkata 900098
Details of Sites to be Integrated:		
1	Capacity of the Power Plant	10 MW (AC)
	Location	Salboni
	District	Paschim Medinipur
	State	West Bengal
	Site Latitude	22.35° N
	Site longitude	87.18° E
	Nearest Railway Station	Salboni Railway Station
2	Capacity of the Power Plant	10 MW (AC)
	Location	Patni (Khemasuli)
	District	Paschim Medinipur
	State	West Bengal
	Site Latitude	22.40° N
	Site longitude	87.20° E
	Nearest Railway Station	Khemasuli Railway Station

3 & 4	Capacity of the Power Plant	2X10 MW (AC)
	Location	Tailrace Canal Bank and Top of TCFHP, Stage II Power Station at Haptiagachh of Chopra Block
	District	Uttar Dinajpur
	State	West Bengal
	Site Latitude	26.47° N
	Site longitude	88.32° E
	Nearest Railway Station	Dhumdangi Railway Station
5	Capacity of the Power Plant	10 MW (AC)
	Location	Chalbalpur, Raniganj
	District	Paschim Burdwan
	State	West Bengal
	Site Latitude	23°64' N
	Site longitude	88°05' E
	Nearest Railway Station	Kalipahari Railway Station
6	Capacity of the Power Plant	10 MW (AC)
	Location	Koltaldih (Phase-I), Asansol
	District	Paschim Burdwan
	State	West Bengal
	Site Latitude	23°64' N

	Site longitude	88°99' E
	Nearest Railway Station	Kalipahari Railway Station
7	Capacity of the Power Plant	10 MW (AC)
	Location	Chharrah
	District	Purulia
	State	West Bengal
	Site Latitude	23°37' N
	Site longitude	86°42' E
	Nearest Railway Station	Chharrah Railway Station
8	Capacity of the Power Plant	10 MW (AC)
	Location	Dhaka-I
	District	Birbhum
	State	West Bengal
	Site Latitude	24.01°N
	Site longitude	87.30°E
	Nearest Railway Station	Rampurhat Railway Station
9	Capacity of the Power Plant	10 MW (AC)
	Location	Dhaka-II
	District	Birbhum

	State	West Bengal
	Site Latitude	24.02°N
	Site longitude	87.30°E
	Nearest Railway Station	Rampurhat Railway Station
10	Capacity of the Power Plant	10 MW (AC)
	Location	Santaldih STPS Township, WBPDC
	District	Purulia
	State	West Bengal
	Site Latitude	23°59' N
	Site longitude	87°47' E
	Nearest Railway Station	Bhojudih Railway Station
11	Capacity of the Power Plant	10 MW (AC)
	Location	Mejia
	District	Bankura
	State	West Bengal
	Site Latitude	23°56' N
	Site longitude	87°12' E
	Nearest Railway Station	Raniganj Railway Station

12	Capacity of the Power Plant	10 MW (AC)
	Location	Sankrail
	District	Jhargram
	State	West Bengal
	Site Latitude	22°16' N
	Site longitude	87°06' E
	Nearest Railway Station	Kharagpur Railway Station



West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

Solar Power Generation Department

Vidyut Bhavan (5th Floor, Block-B), Bidhannagar, Block DJ, Sector-II, Kolkata-700091

Phone: +913323197784 / +913323197484, Fax : 033-2321 2584

Website : www.wbsedcl.in, e-mail : solarwbsedcl2018@gmail.com,

CIN : U40109WB2007SGC113473

NleT No: WBSEDCL /SPGD/ SCADA//2021-22/29 dated 29.06.2021

NOTICE INVITING e-TENDER

West Bengal State Electricity Distribution Company Limited (WBSEDCL) intends to develop a SCADA system for Solar Power Generation Integration for real-time monitoring of aggregated Solar Generation data at ALDC, WBSEDCL. In this connection, the Chief Engineer, Solar Power Generation Department (SPGD), WBSEDCL invites e-tender in two parts for the work of “Design, Supply, Installation, Testing & Commissioning of SCADA System along with Three Year Comprehensive AMC for Solar Power Generation Integration at ALDC, WBSEDCL, Kolkata” (on EPC mode) from bona-fide, resourceful and technically sound agencies having experience in execution of similar nature of work as per eligibility criteria as mentioned below in the form of technical and financial proposals containing as mentioned in the tender document.

Schedule of Dates for e-Tendering:

Sl. No.	Activity	Date & Time
1	Publishing Date	07.07.2021
2	Document Download start date	07.07.2021 (After Uploading of NleT Document)
3	Date of Pre-bid Meeting	13.07.2021 at 15:00 hrs.
4	Start date of Bid submission	16.07.2021 at 15:00 hrs.
5	End date of Bid submission	28.07.2021 at 15:00 hrs.
6	Date of physical submission of EMD, in case of BG only (for other mode EMD will be paid online)	29/07/2021 to 30/07/2021 between 11:00 hrs. -16:00 hrs (Except Holidays).
7	Technical Bid opening date	02/08/2021 at 12:00 hrs.
8	Financial Bid opening date	To be notified after evaluation of Technical Proposal

Intending bidders desirous of participating in the tender are to log on to the website <https://wbtenders.gov.in> for the tender. The tender can be searched by typing WBSEDCL in the search engine provided in the website.

Bidders willing to take part in the process of e-tendering are required to obtain Class 2 or Class 3 Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under the

Controller of Certification Agencies (CCA), Govt of India. The bidders are required to register the fact of possessing the Digital Signature Certificates through the Registration System available in the website.

Tenders shall be submitted online and intending bidders should download the tender documents from the website stated above, directly with the help of the DSC. This is the only mode of collection of tender documents. Details of submission procedure are given in “Instructions to Bidders”.

The work must be completed **within 120 (one hundred twenty) days** from the date of **issuance of letter of Award (LOA)**. A time schedule proposing project implementation plan is required to be provided by the bidder with their bid.

Validity of offer should be 180 days (or within such extended period as may be, if required) from the date of opening of Financial/Price Bid.

The bid document will be uploaded in <https://wbtenders.gov.in> on 07.07.2021. The intending bidders may download the Tender Document from the above said website directly with the help of Digital Signature Certificate.

The cost of Bid document will be Nil.

The bidders are advised to visit the sites of installation and obtain all the necessary information as required for submission of their bid. The bidder may visit the proposed sites during the presence of the officials of WBSEDCL on 09/07/21 & 10/07/2021 from 11:00 hrs to 16:00 hrs giving prior information in writing or through e-mail to this office.

An **Earnest money of Rs. 80,000/-**(Rupees Eighty Thousand Only) shall have to be submitted in form of Bank Guarantee (as per the Pro-forma given in the tender document).

For payment of EMD following payment options are available 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 the pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e-Procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.
- 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 the EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT.

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.

General Instructions for Online Payment:

- The 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 for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs, to avoid any complicity.
- 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.

Refund/Settlement of EMD Amount:

- For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- For successful bidders, EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- 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 maintained by ICICI.

Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner, if not created earlier.

No interest shall be claimable on Earnest Money Deposit.

Contact Person:

The Chief Engineer

Solar Power Generation Department (SPGD),

West Bengal State Electricity Distribution Company Limited (WBSEDCL),

Vidyut Bhavan, 5th Floor, B – Block, Block – DJ, Sector – II,

Salt Lake, Kolkata – 700091, West Bengal, India

Corporate Identification No (CIN):U40109WB2007SGC113473

Website : www.wbsedcl.in

Contact No. : +913323197784 / +913323197484/(M) 8900793309

Email id : solarwbsedcl2018@gmail.com

The Pre-Bid meeting will be held on 13.07.2021 at 15.00 hrs at the office of the Chief Engineer, Solar Power Generation Department (SPGD), 5th Floor, B Block, Vidyut Bhavan. However, Pre-bid queries, if any, have to be submitted on or before 12.07.2021 through email to solarwbsedcl2018@gmail.com.

This bid is a No Deviation Bid. However, request for any deviation may be considered only if pointed out by any prospective bidder(s) in the pre-bid meeting.

The bid shall be of two parts and shall have to be submitted concurrently duly digitally signed in the website <https://wbttenders.gov.in> within the time as specified in the Bid Details. The intending bidders are required to submit their offer online only. No offline bid will be entertained and accepted. The Bidder(s) shall have to submit detail documentary evidence duly stamped and signed by any authorized

person of their agency for fulfillment of above mentioned eligibility criteria along with Bid Documents. Details of the documents to be submitted are mentioned in the bid document.

Technical Bid will be opened on 02.08.2021 at 12:00 hrs. Financial Bid of the bidders will be considered only if the Technical Bid of the bidder(s) is found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and binding on all concerned and no challenge against such decision will be entertained. The successful bidder will be selected by the Tender Inviting Authority based on the evaluation procedure mentioned in the tender document. The name of the qualified bidders will be displayed in the website before opening of the financial bid. The date, time and place of opening of the Financial Bid will be notified later in the <https://wbtenders.gov.in> website.

If the dates of opening of Technical Bid and Financial Bid fall on holidays or on days of strike or natural calamity, the dates will be deferred to next working days. All bidders are requested to be present online during opening of bids positively. In no cases, his/her absence will stand against opening of bid.

WBSEDCL reserves the right to reject any Bid, or part thereof, or, all Bids received at its own discretion, without assigning any reason whatsoever. WBSEDCL is not bound to accept the lowest or any of the Bids. Whatever may be the outcome of the present invitation of bids, no cost of bidding will be reimbursed by the Tender Inviting Authority.

Alternative Bids will not be accepted. Conditional/incomplete bid will not be entertained.

Submission of Bid documents will not be construed to mean that such Bidders are automatically considered qualified. WBSEDCL will not be bound to award the job to the lowest bidder.

All documents, as submitted, will be property of WBSEDCL & will not be returned to the bidders under any circumstances. However, the EMD of the unsuccessful bidders will be returned within 45 (forty five) days after finalization of this contract for which a request letter shall be initiated by the concerned unsuccessful bidders.

The Tender Inviting Authority reserves the right to modify, amend or supplement this Tender Document. Any corrigendum, notification concerned to this NIT will be published in the e-tender portal <https://wbtenders.gov.in>. The bidders are therefore advised to follow the website for such corrigendum, notification etc. if any.

INSTRUCTION TO BIDDERS (ITB)

1. NAME OF THE WORK

Design, Supply, Installation, Testing & Commissioning of SCADA System along with Three Year Comprehensive AMC for Solar Power Generation Integration at ALDC, WBSEDCL.

2. REGISTRATION OF CONTRACTOR

Any contractor willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-Procurement System. Through logging in to <https://wbtenders.gov.in>, the contractor has to go for the e-Tendering link as given on the web portal.

3. DIGITAL SIGNATURE CERTIFICATE (DSC)

Each contractor is required to obtain Digital Signature Certificate (DSC) for submission of bids from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount. Details are available at the website.

4. TENDER FEE : NIL

5. SITE VISIT

The bidders are advised to visit the site of installation and obtain all the necessary information as required for submission of their bid. The bidder may visit the proposed site during the presence of the officials of WBSEDCL on 09.07.2021 & 1.07.2021 from 11.00 hrs to 16.00 hrs giving prior information in writing or through e-mail to this office.

6. PROCESS TO BE CONFIDENTIAL

- 6.1 After the public opening of bids information relating to the examination, clarification, evaluation of comparison of Bids and recommendations concerning the award of contract shall not be disclosed to bidders or other person not officially concerned with such process until the Award of the Contract to the successful bidder has been announced.
- 6.2 Any effort by a bidder to influence WBSEDCL in the process of examination, clarification evaluation and comparison of Bids, and in decisions concerning the Award of contract may result in the rejection of his Bid.

7. ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE BIDDING:

7.1 General

The Bidder should be a Original Equipment Manufacturer (OEM) or licensed Channel Partner and either a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto or Partnership Firm registered as per Partnership Act 1932 and must submit Trade licence, Certificate of Incorporation/ Registration Certificate, GST registration, PAN Card, PF Registration, Profession Tax Registration as per the applicability. Submission of audit report for companies registered under companies Act and Tax audit report for partnership firm for the last 03 (three) financial years (2017-18, 2018-19, 2019-20) , Income tax return for the last 03(three) assessment years (2018-19, 2019-20, 2020-21) and associated statutory clearances/ certifications would be necessary.

7.2 Technical Eligibility Criteria

7.2. (a) The bidder shall have the credential of satisfactory execution of contract(s) in planning, design and engineering, manufacture/ procurement, supply, installation, testing and commissioning of SCADA system in any power sector during preceding 05 (Five) years from the Bid submission start date.

(b) The SCADA system should have been operating successfully for minimum 01 (one) year from the Bid submission start date.

The bidder should furnish documentary evidences of satisfactory performances of the said SCADA system by way of submission of performance certificates issued by the purchaser for minimum 01 (one) year from the Bid submission start date.

The certification by the bidder for his own SCADA System shall not be acceptable.

(c) Bidder should submit, in support to the above, the list of projects commissioned along with their work order/ LOI and the commissioning certificates along with the Certificate of Successful Operation/ satisfaction from the owner.

(d) The bidder should submit a list of contracts of similar nature presently under execution giving details of client, completion time, scope and value of work.

(e) A list of key professionals is to be furnished by the bidder as the Project Team Structure for the proposed work mentioning their experience and qualification.

(f) The bidder should have their own Service Centre in Kolkata.

(g) The bidder should submit Project Proposal mentioning necessary schedule of work(s)/ equipment(s) with BOQ and Block Diagram.

7.3 Financial Eligibility Criteria

(a) The bidder should be a registered company incorporated in India under the Companies Act, 1956 or 2013 or Partnership Firm registered as per Partnership Act 1932 or Statutory Body and must submit Trade license,

Certificate of Incorporation / Registration Certificate, GST registration, PAN Card, PF registration, Profession Tax Registration as per the applicability.

- (b) The bidder should submit Audit report for companies registered under companies act and tax audit report for partnership firms for last 03 (three) financial years (2017-18, 2018-19, 2019-20).
- (c) The bidder shall submit Income Tax return for the last 03 (three) financial years (2017-18, 2018-19, 2019-20).
- (b) The bidder should have an average annual turn-over of minimum 20 (twenty) Lakh during last 03 (three) consecutive financial years (2017-18, 2018-19, 2019-20) for participation in the bidding process.
- (c) Working capital in the preceding year of bid submission will not be less than 30% of the estimated cost of the project. In case working capital falls below the minimum 30%, the short fall will be compensated with production of certified credit facility (fund based credit facility only) from a scheduled bank.
- (d) Financial Consortium is not allowed in this Bidding Process.

8. CLARIFICATION OF BIDDING DOCUMENTS & PRE-BID MEETING

- 8.1 The bidder shall be deemed to have carefully examined the Bidding Document and also to have been satisfied him as to the nature and character of the system to be supplied and installed against the contract, and all relevant matters & details should there be any discrepancy or, obscurity in the meaning of any of these clauses of the e-Tender documents or if there be any query of the intending Bidder, the Bidder shall set forth such discrepancies, doubt, obscurity or queries and submit the same through our email-id solarwbsedcl2018@gmail.com or physically at Solar Power Generation Department (SPGD), WBSEDCL at 5th Floor, B-Block, Vidyut Bhavan on or before 12/07/2021 (through e-mail) for necessary clarification by WBSEDCL & further action in this regard.
- 8.2 To assist in the examination evaluation and comparison of Bids, WBSEDCL may ask the bidder individually for a clarification of his Bid including break up of unit rates. The request for clarification and the responses shall be in writing or by cable but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to conform the correction of arithmetical errors discovered by WBSEDCL during the evaluation of the Bids in accordance with clause no. 23 of ITB.
- 8.3 The Pre-bid meeting will be held on 13/07/2021 at 15:00 hrs at the office of the Chief Engineer, Solar Power Generation Department (SPGD), 5th Floor, B Block, Vidyut Bhavan.
- 8.4 Non attendance at Pre-Bid discussion will not be a cause for disqualification of bidders. The clarification given in the Pre-Bid discussion shall be final and binding on the bidder, being a part the original Bid Documents.

9. DEVIATION

This tender is a 'No Deviation' tender. However, request for any deviation by the bidder(s) vides their query letter prior to pre-bid meeting, if tenable, will be informed in the Pre Bid meeting.

10. AMENDMENT OF BIDDING DOCUMENTS

The Tender Inviting Authority reserves the right to modify, amend or supplement this Tender Document. Any corrigendum, notification concerned to this document will be published in the e-tender portal <https://wbtenders.gov.in> . The bidders are advised to follow the website regularly for such corrigendum, notification etc.

11. Deleted

12. LANGUAGE OF THE BID

The offer prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and WBSEDCL shall be written in English. The desired documents and any other document submitted by the bidder shall be written in English.

13. PROCEDURE OF SUBMISSION OF BIDS

Bids are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the tender document. Bidders are required to upload the entire tender document along with the other required documents through the above website within the stipulated date and time as given in the NIT.

The bid shall comprise of two parts and to be submitted simultaneously – One is Technical Proposal and other is Financial Proposal.

The bidders need to download the documents, fill up the particulars in the designated cell and upload the same in PDF in the designated location of the Technical Bid.

The bidders need to download the Price Bid & Price Break up Proforma as attached with this document, fill up the same and upload that document in the designated location of the Financial Bid.

All The documents uploaded should be digitally signed using Digital Signature Certificate (DSC). Bidders should take note of all the addendum/corrigendum related to the bid and upload the latest documents as part of the bid.

A. TECHNICAL PROPOSAL

(A.1) Statutory Cover:

a) To be submitted in “Drafts” folder

- i. Tender Fee: NIL
- ii. Earnest Money (EMD):

Scanned copy of the Bank Guarantee (if not paid online) against Earnest Money Deposit (EMD), in favour of WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED’ payable at Kolkata as prescribed in clause no. 17 of ITB.

b) To be submitted in “Annexure” folder

- i. Application for Tender (*Vide Proforma – 1*)

c) To be submitted in “NIT” folder

- i. Notice Inviting Tender (NIT)

- ii. Addenda /Corrigenda: if published

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

d) To be submitted in “Forms” folder

- i. Summary statement of average annual turnover / yearly audit report (*Vide Form – I*) for a period of the last three financial years, certified by the Auditor appointed under Companies Act, 2013. In case the bidder is not a company, certificate of Tax Auditor may be submitted.
- ii. Statement of orders executed during last five years (*Vide Form -II*)
- iii. Pro-forma for undertaking to be submitted by the Bidders (*Vide Form – III*)
- iv. Format of Letter of Bid (*Vide Form – IV*)
(Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder)
- v). SCADA software OEM authorization and enlistment certificate as per Proforma-4.

Note: Tenders will be summarily rejected if any item in the statutory cover is missing.

(A.2) Non-Statutory Cover (My Document)

i. Company Details:

Proof of Company Incorporation / Trade Licence

ii. Certificates:

- 1) PAN Card details.
- 2) Current Professional Tax (PT) submission Challan. Application for such addressed to the competent authority may also be considered.
- 3) GST registration certificate.
- 4) PF registration certificate/current challan
- 5) Exemption Certificate, if any, issued by any competent authority

iii. Financial Information:

- 1) Income Tax return for the last 03 (three) FY (2017-18, 2018-19, 2019-20)

iv. Credential:

Copy of the Order(s) / Contract Agreement(s) issued by the purchaser, Completion Certificates, Commissioning Reports signed by the purchaser / ordering authority to substantiate timely completion of the work, shall be submitted in support of minimum eligibility criteria as per Clause no. 7 of ITB.

v. Declaration:

- 1) List of Orders in hand
(The bidder shall submit the list of orders in hand mentioning the order value to be executed within one year from the date of submission of bid)

- 2) List of key personnel available and proposed to be engaged for the project mentioning their experience and qualification
- 3) Others: Any other documents

Note:

- Failure of submission of any of the above mentioned document(s) as stated in (A.1) & (A.2) above and as per applicability will render the bid liable to be summarily rejected for both statutory and non-statutory cover.
- The execution of work shall be treated as complete execution of contract, not partial execution of contract.
- The documents uploaded should be digitally signed using the Digital Signature Certificate (DSC).

B. FINANCIAL PROPOSAL

The financial proposal should contain the following documents in one cover (folder)

Bill of Quantities (BOQ)

The financial proposal will contain Price Bid and Price Break-up in the tender document. The bidder should fill up the documents by their respective cell and upload that same in the designated location of the Financial Bid.

Note:

- The bidder must furnish information in the specified Pro-forma with their offer. If information are not furnished in desired format or in stipulated copies, the offer of respective bidder may be treated as non responsive and may be considered as ineligible and the bidder shall have no claim whatsoever, on this account.
- The documents uploaded should be digitally signed using the Digital Signature Certificate (DSC).

14. SUBMISSION OF ORIGINAL COPIES OF DOCUMENTS OF EARNEST MONEY DEPOSIT (BG):

- i. **Mode of Payment:** EMD must be submitted online or through Bank Guarantee (BG) of any scheduled Bank of India. Payment in any other form will not be accepted.
- ii. **Place of submission:** The original copies of the BG (if not paid online), towards Earnest Money shall be submitted in the following office:
Office of the Chief Engineer,
Solar Power Generation Department (SPGD),
West Bengal State Electricity Distribution Company Limited,
Vidyut Bhavan, 5th Floor, B-Block,
Bidhannagar, Kolkata – 700091.
- iii. **Time of submission:** The original Bank Guarantee(if not paid online) towards Earnest Money Deposit (EMD) must be submitted physically at the office of the The Chief Engineer, Solar Power Generation Department (SPGD), WBSEDCL, under sealed cover super-scribing the name of the work with NleT no., name of the bidder, name of the work etc. within 29/07/2021 – 30/07/2021; 11:00 - 16:00 hrs (Except Holidays). If the bidder fails to submit the original copies

within the due date and time his tender will not be opened and his bid will be rejected.

15. DISQUALIFICATION / INELIGIBILITY OF BIDDERS

Even though the bidders meet the qualifying criteria, they shall be disqualified if they

- have been involved in the corrupt / fraudulent / collusive / coercive practices and/or,
- have made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements and/or,
- have found to be guilty in formation of cartel for submitting their bids and/or,
- have any Record of poor performance such as abandoning the works, serious litigation history, or financial failures etc. (basis of assessment of suitability shall be decided by WBSEDCL based on the parameters laid down by him on these issues) and/or,
- Have been declared ineligible for poor performance/failure issued by the Govt. of India/State Govt. Dept./PSUs/SNAs and other Statutory Organizations etc.

16. TIME SCHEDULE

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

17. EARNEST MONEY

The Earnest Money shall have to be submitted online or through Bank Guarantee (as per Pro-forma: 8) in favour of “WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED” payable at Kolkata and shall be valid for a period of 6 (six) months with a claim period of 03 (three) months.

The amount of EMD against the project shall be Rs 80,000.00

The EMD amount shall be released to the successful bidder after receiving Performance Security/Contract Performance from the contractor within the stipulated date mentioned in the Letter of Award (LOA). But the EMD of the unsuccessful bidders will be returned within Forty Five (45) days after finalization of this contract for which a request letter has to be initiated by the concerned unsuccessful bidders to the Chief Engineer, Solar Power Generation Department (SPGD), WBSEDCL, 5th floor, B Block, Vidyut Bhavan, Block-DJ, Sector-II, Salt Lake, Kolkata-700091.

In case, WBSEDCL cancel the Tender on his own for any reason, the EMD submitted by the bidders will be returned without any interest subsequently, for which a request letter has to be initiated by the authorised tender applicant.

18. FORFEITURE OF EMD

EMD shall be forfeited, if

- a) The Bidder modifies/withdraws the Bid after Bid opening and during the period of Bid Validity and/or,
- b) The bidder has been found practicing corrupt or fraudulent or collusive or coercive practices during bidding process and/or,

- c) The bidder has been found guilty of Formation of Cartel.
- d) The successful bidder fails within the specified time limit to Sign the Contract Agreement and/or,
- e) The successful bidder fails within the specified time limit to submit the Contract performance/Performance security.
- f) The successful bidder fails to submit unconditional Acceptance of LOA within the specified time limit.

19. PERFORMANCE SECURITY/CONTRACT PERFORMANCE

The Successful bidder shall submit a Performance Guarantee within 15 (fifteen) days from the date of issuance of LOA in the form of bank guarantee (PBG) for an amount not less than 3% (three per cent) of the total value of the contracts valid initially for a period of 04 (four) months with a claim period of 03 (three) months. The PBG shall be extendable up to total 03(Three) years of AMC period from the date of final commissioning of the plant.

20. FORFEITURE OF PERFORMANCE SECURITY

Performance Security/Contract Performance shall be forfeited if,

- a) The successful bidder do not execute the work after placement of Letter of Award (LOA) and/or,
- b) The successful bidder will discontinue the work without prior permission of the Chief Engineer, Solar Power Generation Department (SPGD), WBSEDCL and/or,
- c) The successful bidder fails to install/procure the entire SCADA system as mentioned in the tender document and/or,
- d) The contractor fails to submit a fresh BG 15 (fifteen) days prior to expiration of the previous BG against performance security of appropriate amount as per the terms and conditions and/or,
- e) The successful bidder fails to rectify/replace of the defective/damaged equipment(s)/work(s) within the Defect Liability Period.
- f) In case of non-fulfillment of AMC contract and no action on part of the contractor towards mitigating any issue affecting smooth operation of the SCADA system.

21. PRICE REVISION

Revision/withdrawal of price bid after opening of Techno-commercial bid will not be entertained, under any circumstances until and unless it is sought for. In case it is asked by the tendering authority, the mode of communication too should strictly be followed by the bidder as specified in Writing by WBSEDCL.

22. VALIDITY OF OFFER

The offer against tender should remain valid for a minimum period of 180 days from the date of opening of Price Bid. However, WBSEDCL may, on the merit of case, request extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

23. DETERMINATION OF RESPONSIVENESS

- 23.1 Prior to be detailed evaluation of Bids, WBSEDCL will determine whether each Bid is substantially responsive to the requirements of the bidding documents.

- 23.2 For the purposes of this Clause a substantially responsive Bid is one which conforms to all the Terms, Conditions and Specifications of the bidding documents without immaterial deviation or reservation. A material deviation or reservation is one which affected in any substantial way the scope quality or performance of the works, or which limits in any way the responsibilities or liabilities of the Bidders or any right of the Owner as required in the Bidding documents and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive Bids.
- 23.3 If a Bids is not substantially responsive to the requirements of the bidding documents it will be rejected by WBSEDCL and may not subsequently be made responsive by the bidder having corrected or withdrawn the nonconforming deviation or reservation.
- 23.4 Although details presented in this NIT have been compiled with all reasonable care, it is Bidder's responsibility to satisfy itself that the information / documents are adequate and that there is no conflict between various documents / stipulations. No dispute or claims shall be entertained on this account. Bid proposal preparation is the responsibility of the bidder and no relief or consideration can be given for errors and omissions.

24. CORRECTION OF ERRORS

- 23.1 Bids determined to be subsequently responsive will be checked by WBSEDCL for any arithmetic errors in computation and summation. Errors will be corrected by WBSEDCL as follows:
- (a) Where there is discrepancy between amount in figures and in words, the amount in words will govern.
 - (b) Where there is discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted will govern unless in the opinion of WBSEDCL there is an obviously gross misplacement of the decimal point in the unit rate in which event the total amount as quoted will govern and the unit rate will be corrected.
- 23.2 The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices furnished in the price schedules WBSEDCL shall be entitled to consider the highest price for the purpose of evaluation and use the lowest of the prices in this schedule for the purpose of Letter of Award (LOA).
- 23.3 The amount stated in the Bid form will be adjusted by WBSEDCL in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder, if the bidder does not accept the corrected amount of Bid, his Bid will be rejected and the Bid Guarantee forfeited.
- 23.4 In case of any discrepancies between the rate or price as quoted in Proforma 2 and corresponding rate or price in Proforma 3 A, 3 B and 3 C, then rate or price as quoted or arrived in Proforma 3 A, 3 B and 3 C shall prevail and evaluation shall be done accordingly.

25. OPENING AND EVALUATION OF TENDER

25.1 Opening of Technical Proposal

- i. Technical proposals will be opened by the Tender Inviting Authority or his authorised representative electronically from the website stated above, using their Digital Signature Certificate.
- ii. Technical proposals for those tenders, whose online payment/BG towards EMD have been received, will only be opened. Proposals corresponding to which original copy of BG (if not paid online) towards EMD has not been received, will not be opened and will stand rejected.
- iii. Statutory Cover (vide Clause 13.A.1) will be opened first and if found in order, Non-statutory Cover (vide Clause 13.A.2) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- iv. Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.
- v. If the information furnished by the bidder in objective manner is not confirmed by the uploaded documents then the bidder will be out rightly rejected for Price Bid opening. The documents related to the furnished online information based on which the evaluation takes place will only be considered. If the bidder uploads any other document, it will be given no cognizance.

25.2 Technical Evaluation of Tender

- i. While evaluation, the Tender Inviting Authority or his authorised representative may summon the bidders and seek clarification / information or additional documents or original hardcopy of any of the documents already submitted and if the same cannot be produced within the stipulated time frame, their proposals will be liable for rejection.
- ii. The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified bidders.

25.3 Opening and Evaluation of Financial Proposal

- i. Financial proposals of the bidders declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- ii. After opening of the financial proposal the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded.
- iii. The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.
- iv. Bids determined to be subsequently responsive will be checked by WBSEDCL for any arithmetic errors in computation and summation. Errors will be corrected by WBSEDCL as follows:

- (a) Where there is discrepancy between amount in figures and in words, the amount in words shall be considered.
- (b) Where there is discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity, the unit rate as quoted shall be considered.
- v. Conditional discounts/ rebates, if any, offered by the bidders shall not be taken in to consideration for evaluation

25.4 Revision/withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority.

26. AWARD CRITERIA

WBSEDCL will accept the lowest valid tender, evaluated based on the Financial Proposals, for awarding of the Contract. However the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders for valid reasons.

27. CURRENCIES OF BID

The unit rate and the price of each item given as per the Proforma shall be quoted by bidder only in Indian Rupees.

28. APPLICATION FOR TENDER

The bidder should submit the Application for Tender as per Proforma: 1 attached with this tender document. Not submitting the Proforma will cause for rejection of the respective bid.

29. LETTER OF AWARD

Letter of Award will be given to the successful bidder to convey the decision of the tender inviting authority regarding the selection of contractor. The contractor should submit the contract agreement, Bank Guarantee for Performance Security and any other document as desired within the stipulated date as mentioned in the said LOA or Intimation Letter as the case may be, failing which the job may subject to be cancelled and EMD of the successful bidder will be forfeited.

30. CONTRACT AGREEMENT

The contractor (successful bidder) shall have to be entered into a Contract Agreement within stipulated time as mentioned in the Letter of Award with West Bengal State Electricity Distribution Company Limited (WBSEDCL) for the proper fulfillment of the contract as per Proforma: 10. All Documents/ Correspondences relevant to this tender evolved during the tendering process and firming up of the Contract and during execution of the work will form part of the agreement. The successful bidder shall have to submit a copy of the whole tender document duly signed and stamped by the authorized representative of the successful bidder.

31. INDEMNITY BOND

The contractor (successful bidder) shall have to produce Indemnity Bond as per Proforma: 11 within stipulated time as mentioned in the Letter of Award before the Chief Engineer, Solar Power Generation Department (SPGD), WBSEDCL.

32. NOTIFICATION OF AWARD (LETTER OF AWARD)

Solar Power Generation Department (SPGD), WBSEDCL will notify the successful bidder in writing by placement of Letter of Award (LOA) before the expiration of the period of validity of the offer and after receiving all the requisite documents, if the whole tender is not cancelled/ postponed by the Chief Engineer, Solar Power Generation Department (SPGD), WBSEDCL.

Award shall be placed on the successful Bidder as follows:

- i) First Contract: For Ex-works supply of all equipment and materials and for providing all other services like inland transportation, insurance for delivery at site, unloading, storage, handling at site, installation, testing and commissioning including performance testing in respect of all the equipment supplied under the “First Contract” and including any other services specified in the Bid Document.
- ii) Second Contract: For comprehensive AMC Services initially for 3 (three) years as specified in the Bid document.

33. RIGHT TO ACCEPT OR REJECT ANY OR ALL OFFERS

The Chief Engineer, Solar Power Generation Department (SPGD), WBSEDCL reserves the right to reject any or all the offers without assigning any reason whatsoever.

If the successful bidder does not enter into Contract Agreement and/or submit the performance security/contract performance and/or Indemnity Bond within stipulated time as mentioned in the Letter of Intimation, his EMD will be forfeited and the job may subject to be cancelled.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITION OF TERMS:

Unless the context otherwise requires, the following terms whenever used in this document have the respective meaning:

- i. The **'Company'/'Purchaser'/'Owner'/'Department'** shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD. (WBSEDCL), having its Office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata – 700091 and shall include its successors and assigns.
- ii. The **'Engineer-in-Charge'** shall mean the Engineer designated by the Company for the purpose of this contract. He will authorize the Controlling Officer and Supervising Officer for carrying out the work.
- iii. **'Company's representative'** shall mean any person or persons of consulting firm appointed and remunerated by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope.
- iv. The **'Contractor'** shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successors and permitted assignees.
- v. The **'Sub-Contractor'** shall mean the person named in the Contract for any part of the works or any person to whom any part of the contract has been sublet by the contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such persons.
- vi. **'Equipment/materials'** shall mean and include all type of construction equipment & materials etc. required for true and satisfactory completion of the work under this contract.
- vii. **'Workmanship'** shall mean the method/manner in which the jobs of the different items, whether included in the schedule or not but are required for true & satisfactory completion of the work under this contract, are executed.
- viii. **'General conditions'** shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto.
- ix. **'Services'** shall mean all works to be undertaken by the contractor as laid down under the head "scope of work" or elsewhere in the specification enclosed. When the words "approved", "subject to Approval". "As directed", "Accepted", "Permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.
- x. **'Day'** means a calendar day beginning and ending midnight.
- xi. **'Month'/'Calendar month'** means not only the period from the first of a particular month, but also any period between a date in a particular month, and the date previous to the corresponding date in subsequent month unless specifically stated otherwise.
- xii. **'Week'** means seven consecutive calendar days.
- xiii. **'Writing'** shall include any manuscript, type written, printed or other statement reproduced in any visible form.

- xiv. **‘Site’** shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.
- xv. **‘Date of Commencement’** shall mean the date of actual handing over of site whichever is later.
- xvi. **‘Specifications’** shall mean collectively all the terms and stipulations contained in this document including the conditions of contract, technical provisions and attachments thereto and list of corrections and amendments.
- xvii. **‘Drawings’** means collectively all the accompanying general drawings as well as all detailed drawings, which may be used from time to time or desired by WBSEDCL.
- xviii. **‘Approval’** shall mean the written approval of WBSEDCL and/the statutory authorities, wherever such authorities are specified by any codes or otherwise.
- xix. **‘Manufacturer’** shall refer to the party proposing to design/engineering and construct in complete or in part a particular job/work at their works/premises.
- xx. **‘Labourer’** shall mean all categories of labour engaged by the Contractor, his sub-contractors and his piece workers for work in connection with the execution of the work covered by the specifications. All these labourers will be deemed to be employed primarily by the Contractor.
- xxi. **‘SCADA system’/‘Equipment’/‘Stores’** means and include SCADA system and machineries to be provided under the contract.
- xxii. **‘Delivery of SCADA system’/‘Delivery of Equipment’** shall be deemed to take place on delivery of the SCADA system/equipment in accordance with the terms of the contract complete in all respect after approval by WBSEDCL.
- xxiii. **‘Tests on Completion’** shall mean all such tests as are prescribed by the specification to be made by the Contractor to the satisfaction of WBSEDCL before the SCADA system and equipment are taken over by WBSEDCL and this also includes those tests not specifically mentioned in the specification but required under various BIS codes and relevant Electricity Acts and Rules.
- xxiv. **‘Commissioning’** shall mean the satisfactory, continuous and uninterrupted operation of the equipment/work as specified after all necessary initial tests, checks and adjustments required at site for a period of at least 15 (fifteen) days to the satisfaction of WBSEDCL.
- xxv. **‘Urgent Works’** shall mean any urgent measures, which in opinion of the Engineer-in-Charge, become necessary at the time of execution and/or during the progress of work to obviate any risk of damage to the structure, or required to accelerate the progress of work or which become necessary for security or for any other reason WBSEDCL may deem expedient.

2. NAME OF THE WORK

Design, Supply, Installation, Testing & Commissioning of SCADA System along with Three Year Comprehensive AMC for Solar Power Generation Integration at ALDC, WBSEDCL, Kolkata.

The brief scope includes Design, Supply, Installation, Testing, and Commissioning and carry out maintenance for three years from the date of successful completion of Trial Run of the SCADA system at designated place as per directive WBSEDCL. Supply of the hardware and software along with the data pull from the existing Local system through Modbus protocol will be under the scope of bidder. The interface between remote local systems and the proposed Centralized SCADA will be done under the presence of WBSEDCL official and any problem from existing vendor side in providing data to the centralized server will be taken care of by WBSEDCL.

One (1) year of historical data need to be stored in the centralized server. WBSEDCL will provide a static public IP based internet facility at the SCADA installation premise.

Scope of the Work

- a) Contractor shall at his own cost carry out site survey, investigation of existing system and other relevant parameters at remote locations required for design of the system.
- b) Contractor shall prepare and submit the Detailed Design Report to WBSEDCL which must contain schedule of work, detailed specifications of each equipments (*as mentioned in the technical specification chapter of the tender document*), all necessary drawings and associated calculations for selection of different equipments for the SCADA system.
- c) Contractor shall arrange proper storage at site for the equipments and materials at his own cost and risk. The complete system shall be under the custody of the contractor till successful commissioning and handing over the SCADA system to WBSEDCL. WBSEDCL in no case shall be held responsible for any loss/damage/theft of materials/equipment; so long those shall continue to remain under the custody of the contractor.
- d) All materials, hardware and software for the SCADA system at remote local stations and at ALDC, WBSEDCL shall include but not limited to the following:
 - i. Data logger with RS 485 input and GPRS output at each Remote site.
 - ii. IT hardware , networking and licensed software at ALDC Workstation
 - iii. SCADA Software at ALDC with Web based log-in facilities for atleast 5 users.
 - iv. Consumables (Power cables, Signal cables, Network cable, all dressing accessories, conduits, etc).
 - v. Communication SIM cards for 3 years;
 - vi. Any other items required.
- e) Installation, testing and commissioning of SCADA system at ALDC, WBSEDCL, West Bengal as per the stipulated time schedule.
- f) 03 (three) year comprehensive AMC of the SCADA system shall also be in the scope of work. The contractor needs to submit 03 (three) sets of

comprehensive user's manual and 02 (two) sets of Operation and Maintenance format book suitably useable for 36 months.

The scope of maintenance shall include repair/replacement of all damaged components and accessories within the price of yearly maintenance charge. The down time of SCADA system should not be more than 72 hours (03 days).

The contractor shall arrange their own transportation arrangement for the AMC purpose.

- g) The contractor needs to clean all the debris from the site before final commissioning of the SCADA system.
- h) Any other items not specifically mentioned in the technical specification and/ scope of work but which are required for successful completion and satisfactory operation of the SCADA system are deemed to be included in the scope of work/specification.
- i) The contractor should submit the total system warranty as per clause no. 23 of GCC in a 100 Rs. Non-judicial Stamp Paper (proforma for the same should be approved by WBSEDCL) duly indemnified at the time of submission of completion report.

3. CONTROLLING OFFICER'S DECISION

Controlling Officer's decision is final in respect of all matters which are left to the decision of the Controlling Officer including the granting or with-holding of certificates.

If, in the opinion of the contractor, a decision made by the Controlling Officer is not in accordance with the meaning and intent of the contract, the contractor may file with the Controlling Officer, within 07 (seven) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Controlling Officer's decision and the decision shall become final and binding.

4. COMMENCEMENT & COMPLETION TIME

Date of commencement should be reckoned from the date of issuance of LOA

The whole work must be completed within 120 (one hundred twenty) days from the date of commencement.

A detailed time schedule for the site work has to be prepared and submitted by the contractor with the Detailed Design Report.

All works under the contract must be completed by period of completion mentioned in Bid document while portions of work as per programme settled in consultation with the Controlling Officer shall be completed by the date stipulated in the said programme. It is to be noted that time is the essence of the contract and any default on the part of the contractor to complete the work within the stipulated date/dates aforesaid or within the time as may be extended in writing by the Controlling Officer subject to the payment of liquidated damages, the Company shall have the right, without prejudice to any other clauses, to terminate contract forthwith and to take possession of the balance work/materials and have the same allotted to any other agency and the contractor shall be liable to compensate the loss that may be occasioned to the Company on that account. Any letter in writing by the Controlling Officer shall be treated as conclusive on behalf of the Company.

5. SUBMISSION OF DETAILED DESIGN REPORT

The contractor shall submit 03 (three) sets of the Draft Detailed Design Report along with editable soft copy in a compact disk for approval.

Draft Detailed design report shall contain all requisite documents as mentioned in the 'Scope of Work'. The contractor should submit the same within 15 (Fifteen) days from the date of issuance of 'Letter of Award'.

6. SCHEDULE OF WORK

Before actual commencement of the work, the contractor shall submit a time bound schedule for approval of the Controlling Officer who have the authority to make additional alteration, and substitution of such programme including modification and time to time as decided by the department and contractor shall strictly follow such modified schedule for timely completion of the work.

7. VARIATION, ADDITIONS AND OMISSIONS

The Contractor shall not modify the work except under direction in writing by the WBSEDCL. The quantities provided in the schedule of works are provisional only which may vary up to any extent or may be deleted altogether. The quoted rate of each item shall remain firm. The WBSEDCL reserves the right to alter, amend, omit or otherwise vary the quantities as may be necessary but such variation will be limited to +/- 25% (Plus or minus twenty five percent) of the contract price. Payment shall be made as per actual execution.

However, any item(s) not included in the schedule or specification but required for completion of the work shall have to be carried out/supplied without any extra price. While submitting the offer the bidder shall consider price of those items and may indicate separately as additional deliverable items.

8. CONFIDENTIALITY

The Contractor, or any entity affiliated with the Contractor, shall not disclose to any unauthorized person any information and/or data that may be supplied to him/her by the WBSEDCL or by any other organization, under the directions of the WBSEDCL. All such documents shall be the property of the WBSEDCL or any information that may have come to his/her knowledge directly or indirectly by virtue of the assignment.

9. DEPARTMENTAL MATERIAL

Departmental material shall not be issued to the contractor for the work except under special circumstances.

10. FORCE MAJEURE

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a. War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, requisition or embargo.
- b. Rebellion, revolution, insurrection, military power and civil war.
- c. Riot, commotion or disorder, except where solely restricted to employees of the Contractor or of his sub-contractors.
- d. Earthquake, flood, cyclone and such other natural disaster affecting Contractor's work.

WBSEDCL shall neither be responsible nor be liable to bear any compensation for any interruption of work in the site due to force majeure.

Upon the occurrence of any situation of Force Majeure, the Contractor shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify within a week in written to the controlling officer of the steps he proposes to take including any reasonable alternative means for performance which is not prevented by Force Majeure. The Contractor shall not take any such steps unless directed to do so by the controlling officer.

11. EXTENSION OF TIME

An extension of time without imposition of Liquidated Damage (LD), may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted within the schedule date of completion by the contractor who has to establish that the extension of time required by him is not due to his fault.

The Contractor may claim an extension of the Time for Completion if he is or will be delayed in completing the Works by any of the following causes:

- a. Extra or additional work ordered in writing by WBSEDCL.
- b. Suspension of work ordered in writing.
- c. Delay by any other Contractor engaged by WBSEDCL, affecting this Contract.
- d. Delay in providing any information by WBSEDCL, required for completion of the work.
- e. Force Majeure.

The Contractor shall give notice to WBSEDCL of his intention to make a claim for an extension of time within 15 days of the occurrence of any of the above cause(s). The notice shall be followed as soon as possible by the claim with full supporting details. WBSEDCL shall after verification allow the Contractor for updating of the programme chart as facts may justify.

12. LIQUIDATED DAMAGE

If the Contractor shall fail to complete the total works within the time prescribed herein or extended time for completion, then the Contractor shall pay to the Company a sum amounting to half percent (0.50%) of the "Contract value of work" as liquidated damages for such delay for every week or part thereof which shall elapse between the time prescribed or extended time as the case may be and the date of completion of the work in each phase, subject to a maximum of ten percent (10%) of the contract price.

The Company may, without prejudice to any, all other method of recovery deduct the amount of such damages from any money in their hand due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from this obligation to complete the works or from any other of his obligations and liabilities under the contract.

If there is a valid acceptable reason for delay of execution, the Controlling Officer may at his discretion consider lower down of the liquidated damage or even waive the liquidated damage on having written prayer from the contractor along with valid reason.

13. DEFECTIVE MATERIAL

If in the opinion of the Engineer, any of the materials/items brought to the site for use are not of the quality or kind specified in the contract and/or are unfit for the work, he shall be at liberty to order the removal of the said items and the contractor shall remove the same within twenty four (24) hours after notice has been given to him and if he fails to remove them within the time the engineer may cause them to be removed anywhere at the risk of the Contractor and any cost incurred in so doing shall be deducted from the dues to the contractor under the contract. In such case, items as prescribed by the Controlling Officer or his representative are to be substituted immediately.

14. RISK PURCHASE

If the contractor fail, on receipt of the order, to take up the work within reasonable period or leave the work site after partial execution of the work WBSEDCL shall have the liberty to get the work done through other agency at his own risk and additional amount if any. If the situation so warranted to compel WBSEDCL to cancel the order placed on the Contractor, he shall be liable to compensate the loss or damage, which WBSEDCL may sustain due to reasons of failure on his part to execute the work in time.

15. DEFECT LIABILITY PERIOD

The term 'Defect Liability Period' shall mean the period of 365 (three hundred and sixty five) days from the Date of final commissioning of the work. If any defect is found within the defect liability period the contractor shall be liable to rectify/replace the materials at their own cost and responsibility.

Defects/rectification work so notified shall have to be attended and completed satisfactorily within the specified date or as deemed justified by the Controlling Officer. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the performance security/contract performance, already submitted by the contractor.

16. SUBLETTING OF CONTRACT

The contractor shall not, without the written consent of the Company, assign or sublet any part thereof, other than for raw materials, or for any part of the work provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. In the event of sub-letting of contract or any part thereof is permitted, the fact that such permission has been accorded shall not establish any contractual relationship between the approved Sub-vendor and WBSEDCL of any of his liabilities and obligations under the contract.

17. NOTICES

Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, Registered post, special courier, cable, telegraph, telex, facsimile (fax) or Electronic Data Interchange (EDI), e-mail to the address of the relevant party.

Any notice sent by cable, telegraph, facsimile or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In

proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

18. WBSEDCL'S RIGHT TO TERMINATE CONTRACT & HOLIDAY LISTING

- If the contractor fails to start the work within a month from the date of issue of the work order, the West Bengal State Electricity Distribution Company Limited shall have the right to cancel the work order with forfeiture of earnest money (Converted into initial security) without giving any notice to the contractor. The contractor may be subjected to holiday listing as per company's policy.
- If the contractor neglects, or fails to proceed with the work proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time for completion or within the extended time approved by West Bengal State Electricity Distribution Company Limited, the West Bengal State Electricity Distribution Company Limited shall have right to terminate the work order after giving notice in writing to the contractor. If the contractor fails after 14 (fourteen) days of such notice, to proceed with the work in the manner notified, West Bengal State Electricity Distribution Company Limited shall terminate the contract and call the contractor to take joint measurement along with the Engineer for the finished portion of work. If the contractor does not appear for joint measurement, ex-party measurement by West Bengal State Electricity Distribution Company Limited will be taken as final.

In that case, WBSEDCL shall take possession of the work, site and engage other agency to complete the work. Extra cost, if incurred, to get the unfinished work done through other agency, will be realized from him from his pending bills and security money. In the contract terminated as above, the contractor shall have no claim for compensation against West Bengal State Electricity Distribution Company Limited for any loss or deterioration of any materials that he may have collected or he may have entered into account of the work.

The contractor may be subject to holiday listing as per company's policy.

19. APPROVAL

Design and Drawing: The contractor shall have to prepare and submit the designs and drawings and obtain approval prior to the execution of work and for this purpose the contractor shall submit Detailed Design Report for obtaining approval from WBSEDCL. The contents of the Detailed Design Report shall be as mentioned in the scope of work (Clause no. 2 of GCC).

Testing and Inspection:

Material Inspection may be carried out after submission of all test reports/certificates and after completion of the manufacturing work, against formal

intimation from the contractor. The contractor shall give notice of any material being ready for testing to CE (SPGD), WBSEDCL.

The material shall have to be dispatched at site after clearance from the purchaser.

Rejection: If, as a result of an examination/testing, any SCADA system, materials, design or workmanship is found defective and/or not in accordance with the Contract, WBSEDCL may reject the system, materials, design or workmanship by giving notice with reasons. The Contractor shall then promptly make good the defect and/or ensure that the rejected/replaced item complies with the Contract.

Materials/System Components: Contractor shall obtain prior approval for the materials deliverable under the project from WBSEDCL as mentioned in the technical specification.

20. MODE OF EXECUTION

The SCADA Integration System shall be procured as a complete package. The entire work shall have to be executed on TURNKEY BASIS.

21. Deleted

22. INSURANCE

Execution Insurance: It is desired that the contractor shall arrange for insurance coverage for the equipment, accessories, materials etc. to be delivered at site upto successful commissioning of the SCADA system. As such the bidder shall include the price of such insurance in their price bid as part of the price of work.

Insurance after commissioning: After commissioning of the SCADA Integration System, insurance will be made by WBSEDCL.

23. WARRANTEE

The contractor must ensure that the goods supplied under the contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.

The warrantee period of the complete systems of the SCADA Integration System package will be 36 (thirty six) calendar months from the date of final commissioning. The contractor shall remain liable to replace any defective parts that may develop in the supplied system of his own manufacture or that of his sub-contractors under the conditions provided for by the contract under proper use, and arising solely from faulty design, materials or workmanship, provided always that such defective parts as are not, repairable at site and are not essential in the meantime to the maintenance in commercial use are promptly returned to the contractor's works at the expense of the contractor unless otherwise arranged.

The contractor will submit Warrantee Certificates of the work and materials in a 100 Rs. Non-judicial Stamp Paper (Proforma for the same should be approved by WBSEDCL) duly indemnified at the time of submission of completion report. If any defect is found within the warrantee period, contractor will be liable to repair or replace the same at his own cost and risk, within three (72 hours) days from the date of complaint lodged by WBSEDCL.

24. COMPREHENSIVE AMC

Annual Maintenance Contract shall be commenced after final commissioning of the SCADA system.

03 (Three) years comprehensive AMC of the SCADA system shall be in the scope of work. The contractor needs to submit 03 (three) sets of comprehensive user's manual and 02 (two) sets of Operation and Maintenance format book suitably useable for 36 months.

The scope of maintenance shall include repair/replacement of all damaged equipment and accessories within the price of yearly maintenance charge.

Time for repair/ replacement of equipment or any works in case of any major failure will be granted by the Controlling Officer considering the type of failure and receiving written prayer from the contractor for the same. But in general the downtime will be 72 hours.

The period of unavailability of Internet & Force Majeure Conditions will not be considered as downtime.

The maintenance includes Routine and preventive Breakdown and Capital Maintenance which shall be but not limited to the following:

Routine and preventive maintenance:

This shall include:

- i. Checking of the whole system.
- ii. Routine maintenance as recommended by the original equipment manufacturer(OEM).

The contractor shall be responsible to carry out routine and preventive maintenance and replacement of each and every damaged/faulty component/ equipment and he shall provide all labour, material, consumables etc. for routine and preventive maintenance at his own cost.

Breakdown maintenance:

Breakdown maintenance shall mean the maintenance activity including repairs and replacement of any component or equipment which is not covered by routine and preventive maintenance and which is required to be carried out as a result of sudden failure/breakdown of that particular component or equipment while operation. The supplier shall be responsible to carry out breakdown maintenance of each and every component of the SCADA system and he shall provide the required manpower, materials, consumables, components or equipment etc. for breakdown maintenance at his own cost irrespective of the reasons of the breakdown/failure.

Capital maintenance:

Capital Maintenance shall mean the major overhaul of any component or equipment of the SCADA system, if required, which is not covered by routine, preventive and breakdown maintenance which may become necessary on account of excessive wear & tear, aging, which needs repair/replacement. The capital maintenance of the supplied system shall normally be planned to be carried out on an annual basis. For this purpose a joint inspection by the supplier and WBSEDCL shall be carried out of all the major components of the supplied system, about two months in advance of the annual maintenance period, in order to ascertain as to which components of the supplied system require capital maintenance. In this regard the decision of WBSEDCL will be final and binding.

However, if the condition of any system component warrants its capital maintenance at any other time, a joint inspection of WBSEDCL and supplier shall be carried out immediately on occurrence of such situation and capital maintenance shall be carried out by arranging the shutdown of the supplied

system /part of the system, if required, in consultation with concerned authorities. The decision of WBSEDCL shall be final and binding to the contractor.

The capital maintenance also includes smooth operation of the supplied system.

The contractor shall undertake necessary maintenance/troubleshooting work of the supplied system. Down time shall not be more than 72 hours from time of occurrence of such faults. Adequate measures should be taken for prevention of wear and tear of the components. The System is to be designed to operate with a minimum of maintenance.

The scope of support service provides preventive maintenance as & when necessary within the contract period and break down maintenance in the event of malfunctions, which prevent the operation of the data acquisition system or part of it within the stipulated time period & free replacement of spares required for maintenance.

The contractor will provide Spare parts & required measuring instruments.

The contractor shall submit the detailed schedule for routine and preventive maintenance before final commissioning of the SCADA system. The contractor shall also submit Detailed Report to WBSEDCL for any capital or breakdown maintenance mentioning the cause of breakdown, actions taken to resolve that issue and preventive measures taken to avoid failure/damage/loss of generation data to similar incidents/accidents in future etc. within 07 (seven) days from the date of recovery.

Maintenance Report: Maintenance register / log book must be maintained at installed site. However, monthly/quarterly maintenance report of each location as per format duly approved by WBSEDCL must be submitted by the contractor to WBSEDCL.

The contractor shall mention the AMC charge as a distinct part in their financial proposal. Annual Maintenance Charge shall be inclusive of transportation arrangement.

The payment shall be made on quarterly basis and the eligible amount will be due for payment after the certification by the Controlling Officer within 30 (thirty) days from the end of each quarter subject to satisfactory performance and submission of maintenance report in regular basis as mentioned in Clause no. 28 of GCC. The quarterly amount shall be worked out by the Controlling Officer or his authorized representative by dividing the total quoted Annual Maintenance Charge for that particular year by 04 (four) i.e. the no. of quarters in a year. Further this quarterly amount payable shall be subject to clause no. 28 of GCC as per discretion of the Controlling Officer.

25. PENALTY & REWARD

25.1 PENALTY:

Penalty may be imposed to the contractor for any of the following reasons:

If the contractor fails to repair/replace any defective material/equipment and/or run the whole SCADA system satisfactorily for any equipment failure/ operator's fault within the downtime mentioned in clause no. 24 of GCC or the time period granted by the controlling officer after receiving such prayer from the contractor in writing, a sum amounting to four percent (4 %) of annual maintenance charge for every week or part there of subject to maximum 10% (ten percent) will be deducted from the annual Maintenance charge of that particular year.

25.2 Deleted

26. LABOUR LICENSE

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

27. PRICE

Price shall be fixed/firm. No escalation shall be paid due to any reason what-so-ever. Price as quoted at column (III) of Proforma 2: Price Bid against Sl. No. 1, 2 & 3 should be equal to amount arrived by aggregating the quoted prices for the respective items in Proforma 3 A – Price Break up for supply of equipments & materials, Proforma 3 B – Price Break Up for Installation, Testing and Commissioning and Proforma 3 C – Price Break Up for AMC respectively. In case of any discrepancies between the rate or price as quoted in Proforma 2 and corresponding rates or price in Proforma 3 A, 3 B and 3 C, then rate or price as quoted or arrived in Proforma 3 A, 3 B and 3 C shall prevail and evaluation shall be done accordingly.

Any action on the part of the bidder to revise the price and/or change the structure of price at his own after the opening of the bid may result in rejection of the bid and forfeiture of the earnest money.

Total annual AMC charge for 03 (Three) years shall be inclusive of all transportation arrangement.

Prices shall be quoted and payable in Indian Rupees only.

28. PAYMENT

Payment will be made as per following schedule:

Sl. No.	Work Head	Pattern of Release of Billing Amount
Part A	<ul style="list-style-type: none">• After Survey of site, Submission of Detail Design Report (DDR) & Project Implementation Schedule.• Approval of<ul style="list-style-type: none">➤ Engineering & design of the system complete.➤ Approval of Make and QAP of all the hardware equipments/items.	
	i. After mandatory delivery of all the major Hardwares, Softwares and safe storage at Installation site	70% of total amount of supplied materials as per the Schedule of Prices of Proforma- 3 A shall be paid on pro-rata basis.

	<p>ii. After installation, necessary testing and commissioning of the complete system</p>	<p>20% of total amount of the Schedule of Prices of Proforma- 3 A shall be paid on pro-rata basis of installation capacity.</p>
	<p>iii. After successful Trial Run (for at least 30 days) and Final commissioning of the whole system (subject to submission of completion report and other requisite documents as per clause no. 32 of GCC during handing over the project).</p>	<p>Balance of total amount of the Schedule of Prices of Proforma- 3 A shall be paid.</p>
Part B	<p>i. After successful installation, testing and commissioning of the complete SCADA system:</p>	<p>90% of total amount of the Schedule of Prices of Proforma- 3 B shall be paid.</p>
	<p>ii. After successful Trial Run (for at least 30 days) and Final commissioning of the whole system (subject to submission of completion report and other requisite documents as per clause no. 32 of GCC during handing over the project)</p>	<p>Balance 10% of total amount of the Schedule of Prices of Proforma- 3 B shall be paid</p>
Part C	<p>Comprehensive Annual Maintenance Charge</p>	<p>The payment shall be made on quarterly basis and the Eligible amount will be due for payment after the certification by the controlling officer within 30 (thirty) days from the end of each quarter subject to satisfactory performance and submission of maintenance report in regular basis as mentioned in Clause no. 24 of GCC.</p> <p>The quarterly amount will be worked out by the controlling officer or his authorized representative by dividing the total quoted Annual Operation and Maintenance Cost for that particular year by 04 (four) i.e. the no. of quarters in a year.</p> <p>Further this quarterly amount payable shall be</p>

		subject to clause no. 25 of GCC document of the tender.
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All payments will be made to the Contractor under the contract in Indian rupees only.

The contractor shall submit Invoice in triplicate for release of payment to them.

Payment against delivery of materials, as mentioned above in Sl. No-Part A, will be released to the contractor for the materials for which delivery instructions would be issued by the authorized officer of WBSEDCL.

WBSEDCL shall arrange joint inspection and measurement of work by the representatives of WBSEDCL and the contractor, for releasing payments.

29. TAXES, DUTIES, LEVIES

- Basic Customs duty and entry tax (wherever applicable) shall be included in the basic bid price by the bidder.
- GST as applicable will be paid extra as per GST Act, 2017.

Tax invoices need to be issued by the bidder for raising claim under the contract showing separately the tax component (CGST, SGST, IGST, Cess as applicable) in accordance with the provisions of the GST Act, 2017.

30. STATUTORY DEDUCTIONS

All statutory deductions will be made from each RA/Final Bill as per applicability of different laws of the land.

31. HANDING OVER

The work will be taken over by WBSEDCL after final commissioning of the whole system. During handing over the SCADA Integration System after final commissioning, the contractor shall submit the following documents.

- i. Completion Certificate including Warrantee Certificates of the work and materials in a 100 Rs. Non-judicial Stamp Paper (Proforma for the same should be approved by WBSEDCL) duly indemnified.
- ii. All as-built drawings, design and manual of the SCADA system in 03 (three) sets.
- iii. Operation & Maintenance Manual and other information about the project.
- iv. Detailed Bill of Materials for Operation & Maintenance, inventory of spares, if any at project site.

After submitting all the requisite documents as mentioned above, WBSEDCL will hand over the complete system to the contractor for comprehensive AMC for 3 (Three) years as per clause no. 24 of GCC.

33. FINAL ACCEPTANCE CERTIFICATES (FAC)

The Controlling Officer will issue Final Acceptance Certificate (FAC) within 30 (Thirty) days from the date of expiration of 03 (Three) years comprehensive AMC or the date of rectification of deficiencies/damages/ defects, if any, whichever is later.

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. CODES AND STANDARDS

All equipment and materials to be furnished under this specification shall be designed, manufactured and tested in accordance with the latest editions of the relevant IS/IEC/MNRE guidelines or as applicable.

The electrical installation shall meet the requirement of Indian Electricity Act, and Indian Electricity Rules as amended up-to-date and also the applicable section of the latest revision of the relevant IS Code of Practice.

The work shall be done in compliance with the IS Specifications, International Electro-technical Commission Codes, Indian Electricity Act 2003 and all applicable laws in India.

2. RULES AND REGULATIONS

The Contractor shall abide provisions of the following acts & laws strictly:

- a) Employees' Provident Fund and Miscellaneous Provisions Act, 1952
- b) Employees State Insurance Act, 1948 or appropriate medical facilities should be strictly adhered to wherever such Acts become applicable.
- c) Minimum wages to the workers will be paid according to the rates notified and/or revised by the State Government from time to time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made

3. SAFETY

All units with respect to their location, layout, general arrangement and design and equipment, structural design, etc. shall be safe to the personnel and conform to the relevant safety rules and regulations/statutory requirement issued by the State Government and the Central Government as well as to:

- i. Indian Electricity Rules 2005
- ii. Indian Electricity Act 2003
- iii. Indian Explosives Manual and
- iv. Fire Protection Manual issued by Tariff Advisory Committee (India).

The bidder shall also provide necessary fencing and lights to protect the public from accident.

Fire extinguishers shall be kept by the bidder at the site of works where there is risk of fire hazard.

Adequate washing facilities shall be provided near the place of work.

When the work is done near any place where there is risk of drowning, all necessary equipments shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of work.

These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot. The persons responsible for compliance of code shall be named by the bidder.

To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement made by the bidder shall be open to inspection by the employer and WBSEDCL.

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

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

First aid arrangements with the degree of hazard and with no. of workers employed shall be maintained in a readily accessible place throughout the whole of working hours.

Reporting of Accident:

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

Serious Injuries:

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

- To provide first aid at his own First Aid Station.
- To take the injured person to the hospital along with the 'Injured on work' form duly filled in.
- To report the accident to WBSEDCL.

Fatal Accident:

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

Penalty:

Failure to observe the Safety Rules will make the contractor liable to penalty by way of suspension of work/termination of contract.

Adequate arrangement for proper lighting & guarding shall be made at the work site.

4. CONSTRUCTION POWER

Contractor has to make his own arrangement of power connections/supply for utilization during construction stage of the project.

5. WATER FOR CONTRACTOR'S USE

The contractor can use the water available at the site for construction purposes and maintaining the plant. However, drinking water has to be arranged by the contractor boring a Tube well of adequate depth and size based on locally available data of the respective department.

6. PACKING

The Contractor shall make separate package for each consignment and mark all containers with the implementing document number pertinent to the shipment. Each shipping container shall also be clearly marked on at least two sides as follows:

- a. Consignee
- b. Contract No.
- c. Package No.
- d. Description
- e. Item No.
- f. Net and gross weight
- g. Volume.

7. TRANSPORTATION

The Contractor shall at its own risk and expense transport all the Materials, Plant and Equipment and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.

Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Materials, Plant and Equipment and the Contractor's Equipment.

The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Plant and Equipment and the Contractor's Equipment to the Site. The Owner shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Owner from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Plant and Equipment and the Contractor's Equipment to the Site.

8. TOOLS & TACKLES

The contractor shall provide all reliable tools & tackles for proper execution of work. WBSEDCL, shall in no way, responsible for supply of any tools & tackles for implementation of the work.

9. ACCIDENT RISK

WBSEDCL shall not be responsible in connection with any sort of accident either fatal or non-fatal which may occur during transportation of materials/equipment, execution/maintenance of works of the PV Power Plant. The Contractor shall have to provide safety precautionary arrangement for his workmen in order to avoid any such incident/accident as per prevalent safety rules and regulations.

10. ROAD PERMITS

In case of procurement of materials for this project outside the state of West Bengal, issuance of Way Bill and Form-C will be taken care by WBSEDCL as per norms.

11. STORAGE AT SITE

The contractor shall provide all necessary storage at the site in specified areas for all materials which are likely to deteriorate by the action of sun, winds, rain or

other natural cause due to exposure in the open in such manner that all such materials shall be duly protected from damage by weather or any other cause.

All such stores shall be cleared after completion of the work and the entire site shall be clean and free from debris. All materials shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.

12. REPLACEMENT OF DEFECTIVE MATERIALS

If during the progress of the work the Purchaser's Representative shall decide and notify in writing to the Contractor that the Contractor has executed any unsound or imperfect work or has supplied any material inferior in quality to that specified, the contractor, on receiving details of such defects or deficiency shall, at his own expense, within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work, or supply fresh materials up to the standard of the specification, and in case the Contractor shall fail so to do, the purchaser may, on giving the Contractor 10 (Ten) days' notice in writing of his intention so to do, proceed to remove the work complained of, and at the cost of the Contractor, perform all such works or supply all such materials, provided that nothing in this clause shall be deemed to deprive the purchaser of or affect any rights under the Contract which he may otherwise have in respect of such defects or deficiencies.

13. EQUIPMENT AND MATERIAL

Equipment and material shall comply with description, rating, type and size as detailed in the technical specification. Equipment and materials furnished shall be complete and operative in all respect.

All accessories which are necessary for safe and satisfactory installation and operation of the equipment shall be furnished in the BOQ.

All parts shall be made accurately to standard gauges so as to facilitate replacement and repair.

All corresponding parts of similar equipment shall be interchangeable.

Contractor shall carefully check the available space and the environmental conditions for installation of all equipments available at site and shall design the system accordingly.

Materials brought to the site shall not be removed from the site without the written consent of the WBSEDCL. The contractor shall submit well in advance for approval of samples, specimens as the WBSEDCL may demand from time to time. Any material brought to the site and rejected by the WBSEDCL shall be removed by the contractor from the site of work immediately.

All materials including reinforcing steel, cement for concrete work, sanitary, plumbing & carpentry fittings etc. shall be procured after approval of brand and make by WBSEDCL.

14. MATERIALS AND WORKMANSHIP

Qualified, experienced people should be deployed to install the PV Power Plant. All materials shall be of the best quality and capable of satisfactory operation under the operating and prevailing climatic conditions. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant code and standards. The project must be supervised by a qualified Structural Engineer/Engineering

firm and Electrical/ Electronics Engineer so that the work shall be as per drawing and related IS/IEC Code.

The work shall be performed confirming safety precaution of all level of worker execute the project. The name and the qualification of the project engineers must be submitted to WBSEDCL after placement of order. The qualification of the supervising engineers must have degree in respective stream.

15. TESTING AND INSPECTION

Any authorized representative of WBSEDCL shall, at all times, have full access to all parts of the site, places from which natural materials are being obtained, during production, manufacture and construction and be entitled to examine, inspect, measure and test materials and workmanship, and check the progress of manufacture of plant and production of materials/equipments at manufacturer's workshop. No such activity shall relieve the Contractor from any obligation or responsibility.

The material shall have to be dispatched at site after inspection and clearance from the purchaser.

16. REJECTION

If, as a result of an examination/testing, any component, materials, design or workmanship is found defective and/or not in accordance with the Contract, WBSEDCL may reject the plant, materials, design or workmanship by giving notice with reasons. The Contractor shall then promptly make good the defect and/or ensure that the rejected/replaced item complies with the Contract.

If WBSEDCL requires this plant, materials, design or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause WBSEDCL to incur additional costs, the Contractor shall subject to pay these costs to WBSEDCL.

17. ROYALTIES

The Contractor shall pay all royalties, rents and other payments for: i. Natural Materials obtained from outside the Site and ii. The disposal of material from demolitions and excavations and of other surplus material (natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.

18. SUPPLEMENTARY/EXTRA WORKS

Whenever supplementary/extra items of work become unavoidable for completion of the work in all respect, the Contractor shall bring the matter to the notice of the Controlling Officer and submit their proposal. However, the controlling officers shall have the right to advise the contractor to proceed with such item (s) of work. Rates for supplementary items shall be arrived at as given hereunder:

- 19.1 The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract.
- 19.2 When above clause no 19.1 shall not be applicable the rates shall be taken from P.W.D. (WB) schedule of rates for building works, sanitary & plumbing works effective from 01.07.2014 including addenda and corrigenda published up to date of bid opening subject to plus/minus the contractual rate of quotation.

- 19.3 When clause no 19.1 & 19.2 above shall not be applicable, the rates should be analyzed, to the mutual acceptance from present market rates of different elements involved in the item, against documentary evidence, with 5% overhead, contractor's profit as 10% and 1% cess towards BOCWWC Act,1996. In that case contractual rate of quotation will not be applicable.

Controlling Officer's decision regarding finalization of rate of non-scheduled item(s) shall be final and binding upon the contractors

19. COMMISSIONING

After the erection and testing of the equipment/works as per above, commissioning of the plant and works shall be carried out and here the term "Commissioning" shall mean the activities of functional testing of the complete system after erection and testing, including tuning or adjustment of the equipment for optimum performance and demonstrating to the owner that the equipment performance meets the requirements of the specifications.

The contractor needs to submit the time schedule for the site work with their detailed design report considering the above factors.

20. DISPUTES

Dispute(s), if any, shall be settled by mutual agreement through Amicable Settlement and in case of failure the dispute(s) shall be settled through Arbitration.

The parties shall take necessary steps to settle any dispute through mutual discussion with issuing prior notice in writing to other side at least 14 (fourteen) days in advance. If the issue is remained unresolved to the satisfaction of the parties, then the matter may be referred to Arbitration.

The provisions of Arbitration and Conciliation Act 1996 will apply with respect to Arbitration proceedings between the parties.

21. ARBITRATION

The provisions of Arbitration and Conciliation Act 1996 will apply with respect to Arbitration proceedings between the parties.

Each party shall appoint one Arbitrator and third Arbitrator shall be nominated by the said two Arbitrators who shall act as presiding Arbitrator.

The venue of the Arbitration proceedings shall be in the state of West Bengal

The decision of the majority of the Arbitrators shall be final and binding upon both the parties.

The cost of the Arbitration shall be borne equally by the parties.

Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.

The Owner and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within 28 (twenty eight) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for arbitrator.

If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws and a substitute shall be appointed in the same manner as the original arbitrator.

The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

The arbitrator(s) shall give reasoned award.

Notwithstanding any reference to the arbitration herein

- i. The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
- ii. The Owner shall pay the Contractor any monies due to the Contractor except for the woks referred to the Arbitrator

22. JURISDICTIONAL MATTER

Either party may approach Court of law if any of them is aggrieved by the award of the Arbitration proceedings.

All litigation matters between the parties if any shall be held in any Court in Kolkata under the superintendence of High Court Calcutta.

23. ACCOMMODATION

The accommodation of the contractor's Engineers and workers at the site is to be arranged by the contractor. WBSEDCL may arrange the same upon availability of at the nearest field hostel in chargeable basis after receiving request letter from the contractor.

24. NIGHT AND HOLIDAY WORK

None of the permanent work related to contract shall be carried out during the night or Sunday or on other holiday of WBSEDCL without permission in writing of the Controlling Officer of WBSEDCL.

25. SURVEILLANCE

The contractor shall in connection with the works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the WBSEDCL or by any competent authority or statutory or other authority for the protection of the works or for the safety and convenience of the public or others.

After final commissioning of the plant, arrangement of security (minimum 1 no. of armed security guard and 3 nos. of security personnel in each of the three shifts) shall be a scope of the operation and maintenance.

PTZ (Pan-Tilt Zoom) outdoor camera as per requirement shall be deployed to cover the whole plant with night vision and central monitoring through 40" LED monitor/TV for surveillance during construction as well as after commissioning of the plant.

26. CLEARING SITE ON COMPLETION

On completion of the works the contractor shall clear away any and remove from the site all constructional plant, surplus materials, rubbish, debris and temporary works of every kind and leave the whole of the site and works clean and in a good and tidy condition to the satisfaction of the Controlling Officer of WBSEDCL.

The contractor shall dismantle and remove the staging and other temporary structures like stores, offices, labour camps etc. on completion of work, clear and clean the site where such temporary facilities were built and restore the same to original condition.

27. TRAINING FOR WBSEDCL PERSONNEL

The Contractor shall arrange training program at site for WBSEDCL personnel. The duration of the training program shall be minimum 07 (seven) days. The contractor shall provide training materials at least 07 (seven) days before commencement of training programme. The training shall be the part of contract and no extra amount shall be provided for organizing the training programme.

TECHNICAL SPECIFICATION

Scope of Work

The scope includes supply, engineering, installation, integration, testing and commissioning of data interfaced with local system via Modbus protocol interfacing with Supervisory Control and Data Acquisition (SCADA) system for monitoring of 12 numbers of Solar generation sites (solar inverter data and weather monitoring data. SCADA shall provide an interactive HMI (Human Machine Interface), data communication for monitoring of 12 numbers of solar generation sites, current and historical status of selected parameters, all supervisory details of generation site in graphical and tabular forms. Further provisioning to integrate with existing SCADA at SLDC, West Bengal shall be provided. Complete SCADA system software to monitor the conditions of remote generation, while ensuring data integrity, overall system visibility and security, shall be installed at ALDC, WBSEDCL, Kolkata by the executing agency.

SCADA system shall be designed with most suitable customized commercial software package architecture and hardware capable for monitoring of various devices deployed at and around various Solar Generation stations. The license shall provide for required points/tags and screens. All SCADA software management tools and engineering services, necessary to administer the SCADA software system shall be provided such that no additional software or IT hardware should be required to configure or run each and every feature of the SCADA system. SCADA system shall be designed to remotely monitor, store, display and log process and equipment operating information. The SCADA software, as delivered shall operate with a fully developed supervision screens, database and a communication network for seamless real-time of data communication. The software shall feature an automated backup routine to protect system from loss of critical data.

Server installed at ALDC shall be able to monitor all 12 Remote Solar Generation Sites (with provision of future scalability of integration upto 30 Remote Solar Generation Sites) Solar inverter data, Weather monitoring station data, incoming feeder data, UPS data and any required data as per WBSEDCL and other devices installed on real time basis through SCADA system, providing those data which are already coming to the existing SCADA system. Other software shall be interfaced with SCADA for conducting off-line as well as on-line computations for efficient functioning and operation as the case may be, and viewing computed results vis-à-vis observed real-time values. The electronic provision must be established to store observed data and communicate programmed intelligence (instructions) locally for all inverters and other devices, data need to be fetched from local RTUs/PLCs through data loggers viz. Modbus medium.

The SCADA Software shall be a complete package. No additional software shall be required to configure or run all the required features of the SCADA system.

Objectives of the SCADA System

- i. Provide a graphical overview of the entire remote solar generation sites across different sites of West Bengal on real time basis and with historical perspective for 1 year period.
- ii. All the required parameters from all the remote Solar generating stations should be graphically represented in a single screen as per requirement of client.
- iii. Monitoring of all the required parameter shall be visualized at ALDC with Web based log-in facilities for at least 5 users.

- iv. Database archive for retrieval and analysis of historical and/or current data for entire operational activities of generation stations shall be stored in server.

Technical Specification

The following specifications are given as minimum requirements for a complete SCADA:

A. Database:

Completely developed Operational Database Management System (ODMS)/Operational Historian shall be provided for monitoring of historical data for 1 year period which shall be interfaced with SCADA for complete information management of the generation station operations. The SCADA software database shall be of true relational database/historian designed and optimized for real-time SCADA operation. The database/historian builder and editor (DBE) shall be an integral part of the SCADA commercial package. The DBE shall allow the user to examine the contents of an existing database, monitor the running database, edit an existing database or create a new database, add, delete or change an existing tag's name, data type, I/O address, source ID, I/O interface or any other tag attribute or characteristic in the database. All changes made to the system should be promptly reflected by revising the documentation and the database and distributing copies of the revised documentation and updated database to the field.

General features and database/historian functions:

- i. The databases shall include the all measured and operational data fully synchronized time stamping system.
- ii. This database should have administrator window like user interface that permits to monitor, supervise, archive, retrieve and control data gathering functions from the SCADA system.
- iii. It should have facility to exchange information from various sources like SCADA software, relational database servers, MS Excel files, CSV files, XML files etc.
- iv. The SCADA software shall be configurable as a single global database regardless of the number of nodes or points in the system.
- v. The SCADA software shall provide the capability to make configuration changes to the global process database from the SCADA software manager's station at the HQ. This function will be protected by password.
- vi. Historical process Graphics Display; Real-time screen updates.
- vii. Report generation using SQL type queries to the archive.
- viii. Database shall be logging and archiving of observed data into a structured database, displaying them in user friendly formats, editing, running operation.
- ix. Repetitive tasks are to be automated through macros with point-and-click options. Database shall be capable for being placed on a network and have multiple users sharing and updating data without overwriting each other's work. Data is to be locked at the record level.
- x. The SCADA software contains project level databases in a form necessary for editing, running in operation and for exporting to other applications.

B. Processing in database:

- i. The SCADA system shall be able to manage the amount of variables requested by the number of-sites of the project.
- ii. The SCADA software shall have a single global database. The physical implementation of the database can rely on several files, but does not depend on the number of nodes or points in the system.
- iii. Administration of the database shall be performed through dedicated windows and menus allowing listing, adding, deleting or modifying the definition of process variables.
- iv. The database shall integrate both process data and alarm/event data.

C. Database Builder and Editor (DBE):

The Database Builder and Editor shall be delivered as part of the SCADA software package. It will be used to:

- i. Create a new database.
- ii. Edit an existing database: i.e. add new variable definitions, remove existing variable definitions.
- iii. Fetch existing variable definitions or browse an existing database. With the DBE, it shall be possible to import/export an existing database via an ASCII readable file in CSV format. Changes in the SCADA database are automatically communicated to the other SCADA server, as decided by customization.

D. Alarm Management:

General features of alarm management shall comply:

- i. The SCADA software shall support alarm and event logging, including description text and time stamp.
- ii. The alarms shall be logged to the SCADA database without any limit on the number of alarm occurrences.
- iii. In order to logically divide process into smaller units, it shall be possible to define alarm groups.
- iv. The SCADA software shall allow viewing of alarms without disrupting data collection or alarm processing.
- v. Principles for 'Alarm' generation.
- vi. To enable alarm generation at structure level, the thresholds on analog variables (e.g. high level, low level) shall be generated by the SCADA software.
- vii. The SCADA software shall monitor analog and digital variables and calculate conditions, to determine if a variable is in an alarm condition.
- viii. For each analog variable, the SCADA software shall trigger an alarm for each of the following conditions: variable LOW-LOW, variable LOW, variable HI, variable HI-HI, rate of change, bad sensor input. Adjustable dead bands shall be managed. It shall also be possible to disable alarm generation for a variable. All analog alarm properties shall be modified without restarting the SCADA software. Changes shall be automatically saved to the database so that if the system is restarted, the alarm settings shall be as last adjusted.

E. PLC / Integrated Modem Cum Data Logger:

PLC/ Data Logger shall be placed at each site to pull the data from the existing system via Modbus protocol. The PLC/data logger shall have the facility of integrated GPRS modem so that it can push data to remote. The proposed Intelligent GPRS communication unit shall have GPRS communication network capability. The modem should be integrated with the PLC/data logger Failure of

Global System for Mobile Communications: The PLC/ data logger should store data in buffer memory if unable to transfer due to maintenance of Global Packet Radio Service of the service provider or power failure in the cell towers etc. Data shall be transferred to central location in secure manner.

- i. 1x RS 485 ports for the PLC/data logger for pulling data from existing system.
- ii. PLC/RTU shall be designed with cyber security features based on IEC 62443-4-1 & shall have International certification (for ex. certification Level II or equivalent).
- iii. The access to the Server shall be restricted with passwords both at Windows level and at Application Level. Also, all the data should be stored in a separate file system which can be independently accessed by the Remote Network without disturbing the PLC/RTU operation and thereby maximizing the cyber security.
- iv. The PLC/RTU should support for follow minimum features:
 - a. Should have the facility for the Force Simulation
 - b. Facility of Forcing Input /output variables when the physical devices are not functional
 - c. Should have user access with pass word protection
 - d. Should have the facility to program the PLC/RTU for all the different phases:
 - Startup phase
 - Normal operation phase
 - Shut down phase
- v. The PLC/RTU should support firmware upgrades through network.
- vi. The PLC/RTU should have facility of storing intermediate variables Program protection feature, network filter setup, Operation log function, function removal.
- vii. The following features shall be incorporated:
 - a. User authentication, user-based operation restriction, and CPU operation restriction should be available.
 - b. The CPU should be fast enough and capable of multi-tasking capabilities like running various tasks at different programmable cycle times.
 - c. The CPU should have minimum 1 MB RAM to cater to current and future program additions.
 - d. The PLC/RTU shall support all the file operating functions so that CSV file log can be stored in the basic CPU memory/buffer memory of GPRS modem for maintaining the log in case of network connection failure.
 - e. The PLC /RTU shall be designed to a modular concept, with separate modules for each function. The modules shall be rack mounted and may be quickly exchanged for field repair. It shall not be necessary to remove field wiring in order to exchange a module. The PLC/RTU shall support a wide range of input /output signals including status inputs, pulse (accumulator) inputs, analogue inputs, analogue outputs, and control outputs.

- viii. It shall be possible to add PLC/RTU's and software enhancements in the future, without taking the system out of service. The design and physical layout of the PLC/RTU equipment shall be on a modular basis, so that extra facilities, such as an increase in the number of status points or analogues, may be added with minimum of disturbance.
- ix. The PLC/RTU shall be expandable by simply adding I/O modules to the system bus. Other than user-friendly configuration of the new modules, no additional PLC/RTU software or firmware shall be required.
- x. PLC/ data logger need to be operational in temperature from -25°C to 55°C.
- xi. PLC/ data logger need to be operational in humidity from 10% to 95%.
- xii. SNMP supported.
- xiii. Should support SMS, FOTA, web UI, SSH, Modbus, JSON-RPC, Remote management system.

F. Server:

The server must have the features but not limited to the following:

- i. Windows Server of latest version.
- ii. CPU quad-core or hexa-core Intel i9/Threadripper/Ryzen 9.
- iii. GeForce GTX GPU compatible with OpenGL 3.2 and 2 GB RAM.
- iv. Hard disk: 512GB SSD and 2 TB HDD.
- v. Very Large projects (1000 - 2000 images at 14 MP): 16 GB RAM, 120 GB SSD Free Space.
- vi. MySQL for database.
- vii. Gigabit dual Ethernet port.
- viii. Dual power supply.

PROFORMA

Form – I - CERTIFICATE REGARDING SUMMARY STATEMENT OF YEARLY TURNOVER

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

Sl. No.	Financial		Remarks
	Year	Turnover rounded up to in Crore (two digit after decimal)	
1.	2017-18		
2.	2018-19		
3.	2019-20		
Total			

Average Turnover (In Crore):

Note:

1. Average turnover is to be expressed in Crore 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 (Three). If the Firm was set up in less than 3 year's period, consider the turnover for the period from inception to the Year-1. It may be either 1 or 2. Average turnover is to be obtained by dividing the total turnover by 1 or 2, as the case may be.
3. In case, the firm was set up in less than 3 year's period, mention the year of inception in the 'Remarks' column.

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

Form - II - STATEMENT OF ORDERS EXECUTED DURING LAST FIVE YEARS

[illegible]

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

Form – III: PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

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

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

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

1. We are submitting Tender for the Work _____
_____ against Tender
NleT. No. _____
2. None of the Partners of our firm is relative of employee of West Bengal State Electricity Distribution Company Limited (WBSEDCL).
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/ incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning / delisting of our firm and all partners of the firm etc.
6. Should this Bid be accepted, I/We* also agree to abide by and fulfil all the terms and conditions of provisions of the above mentioned Bidding Documents.

Signature along with Seal of Company.....

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

Name.....

Designation.....

Name of Company.....

(IN BLOCK LETTERS)

WITNESS

Signature.....

Date.....

Name & Address.....

.....

Telegraphic Address.....

.....

.....

Telephone No.....

Fax No.....

E-mail.....

***Strike out whichever is not applicable**

Form – IV: FORMAT OF LETTER OF BID

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

To,

The Tender Committee,

Sub: Letter of Bid for the work _____

Ref: 1. NIT No _____ dated _____
2. Tender Id No. _____

Dear Sir,

We offer to execute the whole work in Turnkey Basis in accordance with the conditions of the NIT document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

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

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

Dated-----

SIGNATURE OF THE TENDERER WITH SEAL

Proforma - 1: APPLICATION FOR TENDER

(To be submitted on official letter head by the bidder)

Ref. No.

Dated:

To

The Chief Engineer,
Solar Power Generation Department,
West Bengal State Electricity Distribution Company Limited,
VidyutBhaban (5th Floor),
Bidhannagar, Block - DJ, Sector - II,
Kolkata-700 091

NIT No: - WBSEDCL /SPGD/ SCADA//2021-22/29 dated 29.06.2021.

Dear Sir,

Having examined the Statutory, Non-statutory & NIT documents, I/we hereby like to state that I/we wilfully accept all your conditions and offer to take up the work as per NIT. No. stated above. I/We also agree to guarantee to replace or repair any defect, whenever it is detected, in the equipment/materials to the satisfaction of the owner in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated this _____ day of _____ 201____

Full name of applicant: _____

Signature: _____

In the capacity of: _____

Duly authorized to sign bids

For & on behalf of (Name of Firm): _____

(In block capitals or typed)

Office address:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

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

Proforma – 2: PRICE BID

(To be completed & submitted with the Financial Proposal)

(TO BE FILLED UP ONLINE ONLY)

Name of the Work: Design, Supply, Installation, Testing & Commissioning of SCADA system along with three year comprehensive AMC for Solar Power Generation Integration at ALDC, WBSEDCL, Kolkata.

Sl. No.	Particulars (Fixed/Firm)	Consolidated Price (INR)	
		In figure	In words
(I)	(II)	(III)	(IV)
1	Design, engineering, supply & delivery of all the equipments and materials including transit insurance to all the sites mentioned in the Bid Document for Commissioning of SCADA system along with three year comprehensive AMC for Solar Power Generation Integration at ALDC, WBSEDCL, Kolkata on turnkey basis as per Proforma-3A		
2	Carrying out all Installation, Testing & Commissioning work of SCADA system for Solar Power Generation Integration at ALDC, WBSEDCL, Kolkata project work complete in all respects as per the scope of work on turnkey basis as per Proforma-3B		

Sl. No.	Particulars	Consolidated Price (INR)	
		In figure	In words
(I)	(II)	(III)	(IV)
3	AMC of the SCADA system for three years for monitoring of Integrated Solar Power Generation Data at ALDC, WBSEDCL, Kolkata, maintaining records and submission of reports to all concerned authorities as per foregoing specification on turnkey basis as per Proforma 3 C.		
Gross price for Design, Supply, Installation, Testing & Commissioning of SCADA system along with three year comprehensive AMC for Solar Power Generation Integration at ALDC, WBSEDCL, Kolkata. Note: The quoted price shall be inclusive of all types of taxes, duties, levies etc. except GST.			

Total Price in

Rupees.....

..... (In Words)

Company Seal:

Signature:

Name:

Designation:

Proforma: 3A – PRICE BREAK UP FOR SUPPLY OF EQUIPMENTS & MATERIALS

(TO BE FILLED UP ONLINE ONLY)

Sl. No.	Item	Basic Price(Rs.)	Customs Duty (Rs.)	Total Price of material (Rs)	TOTAL AMOUNT In (Rs) Without GST	TOTAL AMOUNT In Words
(I)	(II)	(A)	(B)	(C=A+B)		
1	Data logger with RS 485 input and GPRS output at each Remote site with consumables (12 Nos.)					
2	IT hardware, networking and third party licensed software at ALDC with consumables Workstation with 2 TB HDD, 8 GB RAM and operating software, Microsoft Office, SQL licensed version installed, 22inch or higher LED monitor, 4 port Switch (1 Lot)					
3	SCADA Software at ALDC with web based login facility (1 No)					
4	Communication SIM (12 Nos.)					
5	Supply of any other equipment(s)/component (s) not mentioned above but required for commissioning of the SCADA System					

Proforma: 3B

PRICE BREAK UP FOR CONSTRUCTION, ERECTION, TESTING AND COMMISSIONING
(TO BE FILLED UP ONLINE ONLY)

Sl. No.	Item description	Quantity	Unit Rate	TOTAL AMOUNT In (Rs) Without GST	TOTAL AMOUNT In Words
		(A)	(B)	(C =A X B)	
1	Data logger installation and integration				
2	Designing & Implementation of SCADA system				
3	IT Hardware and Network service				
4	Any other item/job not mentioned above but required for the plant				

Total Price in Rupees.....

..... (In Words)

- **Note on Proforma 3B – Price Break Up For Construction, Erection, Testing And Commissioning:** Total Installation, Testing & Commissioning Charge for the materials of Proforma 3 A as arrived shall appear at column (III) against Sl. No. 2 in Proforma 2: Price Bid.

Proforma - 3C: PRICE BREAK UP FOR AMC

(TO BE FILLED UP ONLINE ONLY)

Sl. No.	Item Description	Year	Basic Price (RS.) Without GST	TOTAL AMOUNT In Words
1	Annual Maintenance Cost	1		
2	Annual Maintenance Cost	2		
3.	Annual Maintenance Cost	3		

Total AMC Price in Rupees..... (In Words)

Total Discounted Price in Rupees..... (In Words)

Note on Proforma 3C – Price Break Up for AMC:

1. Total price as arrived shall appear at column (III) against Sl. No. 3 in Proforma 2: Price Bid.

Proforma – 4: SCADA SOFTWARE OEM AUTHORIZATION AND ENLISTMENT CERTIFICATE

To
The Chief Engineer (SPGD),
WBSEDCL,
Vidyut Bhavan,
Block-DJ, Sector-II,
Bidhannagar, Kolkata-700091

Subject: SCADA OEM Authorisation & Enlistment Confirmation.

Ref.: WBSEDCL /SPGD/ SCADA//2021-22/29 dated 29.06.2021.

This is in reference to the above WBSEDCL NIT No WBSEDCL /SPGD/ SCADA//2021-22/29 dated 29.06.2021 for the work “Design, Supply, Installation, Testing & Commissioning of SCADA system along with three year comprehensive AMC for Solar Power Generation Integration at ALDC, WBSEDCL, Kolkata”.

We hereby confirm the following for your kind record and tender requirements.

WHEREAS, -----**(SCADA OEM)** who is the official producer of Supervisory control and Data Acquisition system and having production facilities at----- **(Address of OEM)** do hereby authorise -----**(Name of the Integrator/Bidder)** located at -- ----- and sign a Contract with you for resale of the following Products produced by us.

WHEREAS, ----- **(SCADA OEM)** shall also ensure that IT infrastructure (Server hardware / software / Communication etc.) sizing & specifications provided to----- **(Name of the Integrator/Bidder)** for the similar product or services.

WHEREAS, -----**(SCADA OEM)** will provide professional, technical, managerial support to -----**(Name of the Integrator/Bidder)** as required, since,-----
- **(Name of the Integrator/Bidder)** is our authorised and empanelled partner.

WHEREAS, ----- **(SCADA OEM)** is also hereby agreed to sign End User License Agreement directly with WBSEDCL, if WBSEDCL request to do so. We hereby confirm that, in case the bidding results in a Contract between you and the Bidder, the above-listed products will come with our full standard warranty and support as required as per NIT.

.....

SIGNATURE OF THE SCADA OEM WITH OFFICE SEAL

Proforma - 5: BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/BID SECURITY

(The non-Judicial stamp paper of Rs 100/- should be in the name of
issuing bank)

Ref.....

Bank Guarantee No.....

Date.....

To

The

.....

.....

West Bengal

Dear Sirs,

In accordance with Invitation to bid under your Bid No.....
M/s, having its Registered/Head
Office at..... (Hereinafter called the
'Bidder') wish to participate in the said Bid
of..... and you, as a special favour have
agreed to accept an irrevocable and unconditional Bank Guarantee for an amount
of..... (.....in
words.....) Valid
upto..... on behalf of Bidder in lieu of the Bid deposit
required to be made by the bidder, as a Condition precedent for participation in the
said Bid.

We, the..... Bank (Name)
at..... (Address) having our Head Office
at..... Guarantee
and undertake to pay immediately on demand by West Bengal State Electricity
Distribution Company Ltd., the Amount of.....
(..... In words.....) Without any
reservation, protest, demur and recourse. Any such demand made by said 'Owner'
shall be conclusive and binding on us irrespective of any dispute or difference
raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto 06 (six) calendar
months with a claim period of 3 (three) months from the date of opening of
Technical Bid.

If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s..... on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorized office, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Official Address)

Proforma - 6: BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be executed in non-judicial stamp paper of Rs. 100/-)

Ref......

Bank Guarantee No...... **Date...**

To

.....

.....

.....

West Bengal

Dear Sirs,

In consideration of West Bengal State Electricity Distribution Company Ltd., (herein after referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with registered/Head office at..... (Hereinafter referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract issued by Owner's Letter of Award No.....dated..... for.....(scope of work) and the same having been acknowledged by the Contractor, resulting in a Contract bearing No.....dated Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract including net minimum guaranteed generation equivalent to Rs..... (.....in words.....) being (10%) (Ten percent) of the total contract value (aggregating first, second and third contract values) to the Owner.

We..... (Name & 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 the Owner, on demand any or all monies payable by the Contractor to the extent of Rs..... (.....in words.....) as aforesaid at any time up to.....* (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to this Contractor.

Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous

consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee from time to time to extend the time for performance or the Contract by the Contractor. The Owner 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 in any manner and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner 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 the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs..... (.....in words.....) and it shall remain in force upto and including**(day/month/year) and shall be extended from time to time for such period as may be desired M/s.....on whose behalf this guarantee has been given.

Unless a demand or claim is lodged on us within and including.....*(day/month/year) we shall be discharged from all liabilities thereafter.

Dated this.....day of.....20.....at.....

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)
(Official Address)

.....
(Name)
(Official Address)

Attorney as per Power

Of Attorney No.....

Date.....

*** Till 3 (three) months after the validity of the Bank Guarantee.**

**** Upto 3 (three) months after the expiry of warranty/guarantee period.**

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank.
2. The sum shall be 10% (ten percent) of the total contract value (aggregating first, second and third contract values).

The performance Bank Guarantee/ Contract Performance Bank Guarantee shall be valid as per terms of contract. A period of three (3) months should be added as claimed period from the last date of validity of the Bank Guarantee.

Proforma - 7: – CONTRACT AGREEMENT

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

Articles of agreement made on this..... day of in the year between West Bengal State Electricity Distribution Company Limited (A Government of West Bengal Enterprise) having its head office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata-700091 hereinafter referred as 'WBSEDCL' (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART,

AND

..... Hereinafter referred to as the 'CONTRACTOR' (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS the WBSEDCL invited tenders vide Tender Notice Nodated..... (Annexed hereto) for Design & engineering, manufacturing & procurement, supply, installation, testing and commissioning including warrantee obligation with 5 (five) year's comprehensive operation and maintenance of..... (Project name)

AND WHEREAS in pursuance of such invitation for tenders, the contractor submitted a tender vide nodated..... (Annexed hereto). The Techno-commercial part of which was opened on..... And the Price bid was opened on (The tender offer is in custody of the Company at present).

AND WHEREAS AFTER consideration of the tender submitted by the contractor with clarification(s), if any, the WBSEDCL accepted the said tender submitted by the contractor and placed Letter of Award no dated..... (Annexed hereto).

NOW, THEREFORE, the WBSEDCL and the contractor agree as follows:

1. The Contractor agrees to undertake the work of "....." as per Letter of Award nodated referred to above.
2. The WBSEDCL agrees to pay the Contractor as per order no dated referred to above.

3. Both the Contractor and the Company agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata.

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

SIGNED, SEALED AND DELIVERED

.....
Contractor

1).....
Witness

2).....
Witness

.....
WBSEDCL

1).....
Witness

2).....
Witness

Proforma - 8: INDEMNITY BOND

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

BY THE PRESENT INDEMNITY BOND EXECUTED by us on thisDay of20....., We having Registered Office at (herein after called "OBLIGOR/OBLIGORS" which expression shall mean and includes my/our successors legal representatives, assigns) do hereby binds ourselves and also our entity..... after having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited, a company incorporated under Companies Act 1956 having Registered Office at Vidyut Bhavan, Block-DJ, Sector-II, Salt Lake City, Kolkata-700091 (hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns.

WHEREAS OBLIGOR/OBLIGORS has/have been awarded the project under letter no..... dated issued by the OBLIGEE after having observing necessary formalities, the details of which is described in the schedule given here under as per letter mentioned herein-above.

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

Now this indenture witnesses that We the OBLIGOR/OBLIGORS do hereby undertake:

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGORS.
2. THAT the OBLIGOR/OBLIGORS will take/adopt all safety norms in respect of each and every workmen labour personnel according to the rules and laws relating to welfare of workers to the satisfaction of the OBLIGEE IN ALL CASES.
3. That the OBLIGOR/OBLIGORS undertakes/undertake to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or non-managerial or any other capacity in the area covered under Employee' State Insurance Act, 1948 who has/have insurance coverage within the meaning of Employees' State Insurance Act and further undertakes NOT to engage any person in the area covered under Employees State Insurance Act., who does/do not has/have insurance coverage within the meaning of Employees' State Insurance Act,1948.
4. THAT the OBLIGOR/OBLIGORS undertakes/undertake to indemnify and keep harmless the OBLIGEE from all claims, action, proceedings and of risk, damage, danger to any person whether belonging to/or not belonging to OBLIGOR/OBLIGORS.

5. THAT the OBLIGOR/OBLIGORS shall keep harmless the OBLIGEE from all claims, compensation, damages, any proceedings in respect of any of its employee/workmen under the Employee Compensation Act or any other laws for the time being in force.
6. THAT in case of Bidding Consortium OBLIGOR/ OBLIGORS shall undertake to Indemnify OBLIGEE from all losses or damages that OBLIGEE may sustain due to dispute/disputes that may arise between the Constituents of the Consortium.
7. THAT the OBLIGOR/OBLIGORS is/are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/OBLIGORS as per relevant provisions of the Tender Document.

SIGNED AND DELIVERED

BY THE OBLIGOR/OBLIGORS

Signature

WITNESS:

1) Name & Designation

Signature

2) Name & Designation

Signature

Proforma - 9: EXTENSION OF BANK GUARANTEE**Ref.**.....

Date.....

To

.....

.....

.....

West Bengal

Sub: Extension of Bank Guarantee No.....for
 Rs..... favoring yourselves, expiring on.....on
 account of M/s.....in respect of
 Contract No.....dated..... (Hereinafter
 called original Bank Guarantee).

Dear Sirs,

At the request of M/s....., we.....
 Bank, branch office at.....and having its Head Office
 at.....do hereby extend our liability under the above
 mentioned Bank Guarantee No..... dated..... for a
 further period of..... (Years/Months) from.....to expire
 on..... Expect as provided above, all other terms and conditions of
 the original bank guarantee No.....dated.....shall remain
 unaltered and binding.

Please treat this as an integral part of the original bank guarantee to which it
 would be attached.

Yours Faithfully,

For.....

Manager/Agent/Accountant.....

Power of Attorney No.....

Dated.....

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate value shall be purchased in
 the name of the bank who has issued the Bank Guarantee.

Proforma - 10: FORMAT FOR PRE-BID QUERIES

To
The Chief Engineer,
Solar Power Generation Department,
West Bengal State Electricity Distribution Company Limited (WBSEDCL),
Vidyut Bhavan, 5th Floor, B – Block, Block – DJ, Sector – II,
Salt Lake, Kolkata – 700091, West Bengal, India

Sub: Tender No. : -----

Dear Sir,

Having examined the General and Special Conditions of Contract and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we have some queries and the same are submitted as per the format provided in the tender documents.

Sl. No.	Clause No.	Existing provision	Clarification Required	Suggested text for the amendment	Rationale for the Clarification or amendment

Authorised Signatory
(Seal and Designation)