

**WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**

(A Government of West Bengal Enterprise)

**(WBSEDCL)**

**INVITATION OF e-TENDER FOR**

**Round the Clock Comprehensive Annual Maintenance Contract (CAMC) for Infrastructure Work at SCADA/DMS and Comprehensive Facility Management Service (FMS) of Non-SCADA items at SCADA Control Centre under Berhampore Zone at Kalikapur Rd, Near NBSTC Bus Terminal, Berhampore, Murshidabad, West Bengal 742101 at for three (3) years.**

**Tender Notice No. ZMB/SCADA/NIeT/21-22/1490 dated 21.03.2022**



**Office of the Zonal Manager  
Berhampore Zone, WBSEDCL  
Cantonment Road, Opposite to Ritwick Sadan  
Berhampore-742101.  
E-mail: [zm.baharampur@gmail.com](mailto:zm.baharampur@gmail.com)**

# **WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**

(A Government of West Bengal Enterprise)

**(WBSEDCL)**

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**Section I**

**NOTICE INVITING e-TENDER**



West Bengal State Electricity Distribution Company Limited  
(A Govt. of West Bengal Enterprise)  
**Berhampore Zonal Office**

Cantonment Road, Opposite to Ritwick Sadan  
Berhampore, Dist. : Murshidabad  
Phone: 03482-253705  
E-mail: [zm.baharampur@gmail.com](mailto:zm.baharampur@gmail.com)

Regd. Office of WBSEDCL:  
Vidyut Bhavan,  
Block-DJ, Sector – II,  
Bidhannagar, Kolkata – 700 091  
Website-[www.wbsecl.in](http://www.wbsecl.in)  
CIN-U40109WB2007SGC113473

### **NOTICE INVITING e-TENDER**

**Tender Notice No. ZMB/SCADA/NIEt/21-22/1490**

**Date: 21.03.2022**

Item-rate e-Tender in two part for the under mentioned work is invited by the Zonal Manager, Berhampore Zone, Berhampore from eligible, bonafide, resourceful and experienced contractors of State/Central Govt., State/Central Govt. undertaking, Statutory Bodies constituted under the statute of Central Govt. for under mentioned work as per specified terms, conditions and specifications:-

Sl. No.	Name of Work	Earnest Money (Rs.)	Estimated Amount (Rs.) (excluding GST)	Completion Time
1	Round the Clock Comprehensive Annual Maintenance Contract (CAMC) for Infrastructure Work at SCADA/DMS Control Centre	44,000/-	22,00,000/-	3 (Three) years from the date of site handover
2	Round the Clock Facility Management Service (FMS) of Non-SCADA items at SCADA/DMS Control Centre	1,11,000/-	55,00,000/-	3 (Three) years from the date of site handover
3	Total	1,55,000/-	77,00,000/-	

Intending bidder should download the tender documents from the website <http://www.wbtenders.gov.in> directly with the help of Digital Signature Certificate (DSC), without any cost. The amount of Earnest Money Deposit (EMD) as mentioned above shall be deposited by the bidder electronically: online - through his net banking enabled bank account maintained at any bank or offline through any bank by generating NEFT/ RTGS challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account, Beneficiary Bank Name (ICICI BANK) & IFSC Code and e-procurement Reference No. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from e-Procurement site. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of EMD.

### **KEY DATES**

Sl. No.	Activity	Date & time
A.	Date of uploading of NIT & other Documents (Publishing Date & time)	<b>21.03.22 at 15.00 hrs.</b>
B.	Documents download start date	<b>22.03.22 at 12.00 hrs.</b>
C.	Bid submission starting date	<b>22.03.22 at 12.30 hrs.</b>
D.	Date of Pre-bid Meeting	<b>29.03.22 at 12.00 Hrs.</b>
E.	Last date & time of submission of bids	<b>19.04.22 at 16.00 hrs.</b>
F.	Date of submission of Earnest Money Deposit etc. (online)	<b>19.04.22 at 16.00 hrs.</b>
F.	Techno-commercial bid opening date	<b>22.04.22 at 12.00 hrs.</b>
G.	Techno-commercially qualified bidders' list uploading date	<b>To be notified later</b>
H.	Price bid opening date	<b>To be notified later</b>

- If the above mentioned office happens to be closed on the date of Pre-Bid meeting the next working day at the same time and venue shall be applicable for the Pre-Bid meeting.

**Section II**

**INVITATION FOR BID**

## **INVITATION FOR BID**

### **1. INTRODUCTION:-**

West Bengal State Electricity Distribution Company Limited (WBSEDCL), A Govt. of West Bengal Enterprise is a major power utility of the state with consumer strength over 1 Crores, 5 zones, 21 regional offices, 77 distribution divisions and 536 customer care centers make up the backbone to the power distribution system of the state. From the objective of reducing Aggregate Technical and Commercial (AT&C) losses and supply of quality power, SCADA system has been installed and commissioned at Kalikapur Road, Near NBSTC Bus Terminal, Berhampore, West Bengal 742101 under Berhampore Zone, WBSEDCL. The SCADA center is covered mainly by the hardware components partnering to SCADA center enclosed in Annexure- A followings rooms/areas: -

- a) Server Room
- b) UPS and Power Supply Room
- c) Battery Room
- d) NMS cum Development Room
- e) Control Room
- f) BMS Room

**Facility Management Services in this SCADA Center is required.**

### **2. SERVICE-LEVEL AGREEMENT (SLA)**

SLA means the level of service expecting from the selected bidder, laying out the metrics by which service is measured, as well as penalties if service levels not be achieved.

### **3. SCOPE OF SERVICE & DURATION OF SERVICE:-**

- A. Round the Clock Comprehensive Annual Maintenance Contract (AMC) for Infrastructure Work at SCADA/DMS Control Center under Berhampore Zone, at Kalikapur Road, Near NBSTC Bus Terminal, Berhampore, West Bengal 742101, WBSEDCL for three (3) years.

AMC involves comprehensive maintenance and repairs of all hardware and/or software for the said systems [Annexure- A], including free of charge replacement of parts if any, modules, sub-modules, assemblies, sub-assemblies, spares, weekly cleaning of filters etc. to make the system operational. Moreover 6 KVA UPS along with 12 Volt Batteries (16 nos.) against 6 KVA Emergency backup system are also required to be replaced as & when required along with maintenance of 6 KVA UPS.

- B. Round the Clock Comprehensive Facility Management Service (FMS) of Non-SCADA items at SCADA Control Centre under Berhampore Zone, Kalikapur Road, Near NBSTC Bus Terminal, Berhampore, West Bengal 742101, WBSEDCL for three years. The main NON-SCADA items are as follows: -

Maintenance, Operation, Supervision of

- (i) Electrical power system of Berhampore SCADA Control center including the UPS system and earthing systems.
- (ii) Smoke detection / VESDA SYSTEM.
- (iii) Fire suppression system / NOVEC 1230 Gas and portable fire extinguisher.
- (iv) CCTV camera and access control system.
- (v) Rodent repellent system.
- (vi) Water leakage detection.
- (vii) Furniture and Fixures.

The scope of work under this contract shall also include all such works which are not specially mentioned in the Bid Document, as a whole, but are necessary for Facility Management Service.

#### 4. **AMC & SERVICE LEVEL REQUIREMENTS**

The services to be rendered under the AMC shall be guided as per the Service Level requirements mentioned herein.

Comprehensive AMC shall be for 3 years duration. The SLA requirements shall have to be adhered to during the AMC period.

SLA given below is indicative; however detailed SLA will be signed after award of AMC and signing of agreement.

##### i) **SLA Objectives**

Contractor is required to provide minimum 99% overall uptime on quarterly basis for components/services.

Contractor shall provide on-site maintenance and operation support services during the period of AMC as per SLA for a period of three (3) years. WBSEDCL would review performance of contractor at regular basis.

The Contractor would be required to provide these services for an additional period of 2 to 3 years after expiry of first three years, if extended by the WBSEDCL subjected to mutually agreed fees for SLA and any particular / need full addendum with the existing terms and conditions applicable in the Agreement for SLA.

The Contractor shall provide services as per SLA matrix, which defines maximum response as well as rectification times for all kinds of infrastructure/equipment covered under this AMC.

##### ii) **SLA Duration**

Timings: Round the Clock

Period: Three years (3) from the date of placement of Comprehensive AMC.

##### iii) **SLA Matrix**

The Contractor shall provide comprehensive AMC as per the SLA matrix given below:

Sl.No.	Severity Level	Equipment/ Items	Permitted Down Times	Response Time
1	Level-0	-Fire Alarm System	0 Hour i.e. No Down Time Allowed	0 Hour
2	Level-1	-Access Control System -Main/ Common Power Feeders (Major Electric Failure) -Main Panel - UPS - DG and its Components	Maximum 1 Hour	Within 15 Minutes
3	Level-2	-Precision AC for the Server Room -Comfort Air Conditioning for Work Area -Electrical Feeder/ Panels of sub- area -Electrical Fittings	Maximum 8 Hours	Within 1 Hour
4	Level-3	-Rodent Repellent System -Furniture and Fixtures	Maximum 2 working days	Within 2 Hour

## SLA Manpower Requirements

Contractor shall deploy round the clock suitably qualified and control Centre operation experienced sufficient manpower to meet out the SLA at Berhampore SCADA/ DMS Control Center Facilities. Minimum manpower required to be deployed are as under :-

Supervisor / Technical Support Staff: Minimum Three - One in each shift with one as reliever all the time at SCADA Disaster Recovery Centre Facilities

Contractor will appoint as many team members, over and above the manpower specified, as deemed fit by them, to meet out the time Schedule and SLA requirements. WBSEDCL would not be liable to pay any additional cost for this.

Contractor will always maintain above minimum manpower at site throughout the period of the contract.

CAMC involves comprehensive maintenance and repairs of all hardware and/or software for the said systems, including free of charge replacement of parts, if any, modules, sub-modules, assemblies, sub-assemblies, spares, weekly cleaning of filters etc. to make the system operational.

Bidder should ensure 99.0% availability of the listed systems. This will include all kind of breakdown, corrective & preventive maintenance.

Availability shall be calculated on quarterly basis. Availability will be based on the report of representative of WBSEDCL, based on system logs, equipment logs, downtime and rectification reporting etc. In case the availability for each of the system under AMC is less than 99%, the non- performance deduction from payments for the system under AMC shall be as per the following table:

Sl. No.	Availability of Equipment/ Items (On Monthly Basis)	Nonperformance deduction in each case
1	99.0% or above	No deduction
2	Less than 99.0% and up to 95.0%	5% of the annual maintenance contract value for the month excluding taxes
3	Less than 95%	10% of the annual maintenance contract value for the month excluding taxes

## SLA Down Time Guidance

Severity Level	Downtime Hours factored for SLA
Severity Level 0	Every occurrence of failure is equal to 22 hours of SLA downtime
Severity Level 1	Every one hour of failure is equal to three hours of SLA downtime
Severity Level 2	Every one hour of failure is equal to one hour of SLA downtime
Severity Level 3	Every one day of failure is equal to six hour of SLA downtime

\* **Availability means "Availability of Equipment/ Items under AMC as per SLA Matrix".**

\*\* **Non-performance means performance not according to SLA Requirements.**

## **5. ELIGIBILITY CRITERIA OF THE BIDDER:-**

### **a) TECHNICAL ELIGIBILITY CRITERIA OF THE BIDDER**

The bidder must have successfully completed similar nature of work during last seven years (date of completion of work should be on or after 20.03.2015) subject to fulfillment of the following criteria:

- i. Three similar completed works of executed value not less than the amount equal to 40 % of the estimated cost i.e. ₹ 30,80,000.00

**OR**

- ii. Two similar completed works of executed value not less than the amount equal to 50 % of the estimated cost i.e. ₹ 38,50,000.00

**OR**

- iii. One similar completed work of executed value not less than the amount equal to 80 % of the estimated cost i.e. ₹ 61,60,000.00

**N.B.:-** Completion Certificates indicating Name of the Work, Ordered Amount, Executed Amount, Date of commencement and completion of the work and detail communicational address along with contact number of the Client should be submitted by the Bidder. Completion Certificate from the concerned Executive Engineer/District Engineer/Divisional Engineer/Assistant Engineer or equivalent rank and above will be treated as valid credential. Also uploading of copy of work order and schedule of work as supporting documents of completion certificate is mandatory.

### **b) COMMERCIAL ELIGIBILITY CRITERIA OF THE BIDDER:-**

- i. Average annual turnover during last three financial years (i.e. 2018-19, 2019-2020 and 2020-21) shall not be less the 30% of the estimated cost.
- ii. Working capital in the year, preceding the year of bid submission (i.e. in financial year-2020-21) shall not be less than 30% of the estimated cost.
- iii. In case documents certifying credit facility from a scheduled Bank is submitted, the requirement given in clause no (ii) shall be judged by adding available credit facility and working capital taken together [Ref: Annexure -II]
- iv. Annual audited Financial Report for last three financial years (i.e. 2018-19, 2019-2020 and 2020-21) to be submitted for verification in respect of bidders for whom audit of account is mandatory. For those whose audit of accounts is not mandatory they shall submit copy of IT returns along with related enclosures (Form3CA/3CB and particulars are reported in the Form 3CD u/s 44AB of Income Tax Act'1961) for last five financial years (ie 2016-17, 2017-18, 2018-19,2019-20 and 2020-21).

Necessary documentary evidence as detailed herein above shall have to be uploaded by the bidder to ascertain the commercial eligibility criteria.

- c) Certification of ISO or similar type under any category, whether preceding or subsisting for professional consideration valid as on the date of bidding.
- d) There must be a facility centre/ support centre of the intending agency at Berhampore or adjacent.

## **6. OTHER STATUTORY REQUIREMENTS:-**

The Bidder shall furnish the following documents-

- a) Audited Annual Statement of Accounts with I.T Return for last three financial years (2018-19, 2019-2020 and 2020-21) & PAN Card.
- b) Professional Tax Payment Certificate for the year 2021-22.
- c) P.F. and ESI Registration certificate and challan for the month of December 2021
- d) GSTIN Registration Certificate
- e) Up-to-date Trade License.
- f) Information regarding any past and current litigation with WBSEDCL / WBSETCL /Govt / PSU in which the bidder is involved and disputed amount.
- g) List of key personnel and other details.


- 7.** Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.
- 8.** Earnest Money: - Earnest Money Deposit shall be submitted through online mode through the e-Tendering portal (<https://wbtennders.gov.in>). All offline instruments like Bank Draft, Pay Order etc. will be stopped for e-Tender procurement.  
The Bidder shall deposit the requisite earnest money through online mode only (Bank Name- ICICI BANK LTD, A/C No. 193405000657, Account Title- West Bengal State Electricity Distribution Company Ltd., Account Type – Current, IFSC Code – ICIC0001934, MICR Code-700229096, ICICI Bank Ltd., Block-A, ECOSPACE BUSINESS PARK, RAJARHAT, KOLKATA-700156). Following payment options are available for online payment of EMD, for the intending bidders,
  - i) Net-banking through Payment Gateway.
  - ii) RTGS/NEET Payment: On selection of RTGS/NEET as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEET transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEET payment using his bank account. Once the payment is made, the bidders will come back to e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEET process to be completed.
- 9.** In case of unsuccessful/rejected bids, the EMD shall be refunded directly from the e-Tendering portal. However, for successful bids, the EMD will be refunded by WBSEDCL as per norms, the bidder shall submit along with the offer necessary documents in support of credential (related to the tender) towards financial capabilities to the extent of the estimated financial capacity of the bidder.
- 10.** WBSEDCL reserves its right to take decision keeping its financial interest. The provisions of Purchase Policy along with the Works Policy of WBSEDCL with subsequent amendment will be applicable.
- 11.** If the offer is submitted without or inadequate Earnest Money, the bid will not be opened. In case of incomplete offer, the tender will be liable for rejection and Earnest Money Deposit will be forfeited.
- 12.** 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 for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.
- 13.** Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.
- 14.** WBSEDCL is not bound to accept the lowest tender and reserves the right to cancel any or all the tenders unilaterally.
- 15.** Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL or blacklisted by any unit of WBSEDCL or any Govt. dept. / Autonomous bodies / Govt. PSU / Govt. Institutes from business shall not be eligible to participate in the bidding process.
- 16.** Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders, General Conditions of Contract of this tender along with the Revised Purchase Policy and Works Policy of WBSEDCL.

17. Price Bid of a bidder will be considered only if his Techno-commercial Bid is found acceptable by WBSEDCL. Decision of WBSEDCL will be final and absolute/binding in this respect. The list of techno-commercially qualified bidders will be displayed in the said website in due course.

18. Conditional / Incomplete tender will not be accepted under any circumstances.

**NOTE:**

1. WBSEDCL reserves the right to reject or accept any Bid or part thereof or all Bids received at its sole discretion without assigning any reason (s) whatsoever.
2. WBSEDCL reserves the right to go to divisible contract, if necessary.
3. WBSEDCL is not necessarily bound to accept the lowest offer.
4. Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
5. Tender submitted after expiry of scheduled date and time shall not be considered.
6. The Bidding Documents are not transferable under any circumstances.
7. No interest shall be payable for Bid Guarantee.
8. Any extraneous conditions will be treated as non-responsive.
9. The Bids must be submitted in prescribed proforma only.
10. Formation of any Cartel, may lead to the cancellation of tenders with period measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.
11. Bidders shall ensure that all pre-requisites are duly fulfilled by them and if there be any dispute regarding non-submission of any document, WBSEDCL reserves the right to cancel the Bid unilaterally without assigning any reasons whatsoever.
12. The bidder is expected to examine carefully all instruction, conditions, forms, schedules terms, annexure, specifications and drawings of the bidding document. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, may lead to rejection.
13. The document uploaded by the bidders should be legible otherwise the bid will be rejected without any prejudice.
14. Bid evaluation will be conducted only on the basis of final documents uploaded by the bidders within last date and time of online bid submission. Under no circumstances the bidder will be given any further chance to upload any document (online) after opening of technical bid.
15. In case the quoted rate by the bidders is in the range of (-)20% to (-) 80% of the estimated amount, the contractor shall furnish an Additional Performance Security in the format given in Annexure – "VI" which shall be equal to 10 % of the tendered amount. (As per memo no: 82(5)-POW-13099/3/2018-SECTIONS (POWER) dated 05.07.2021 of Govt. of West Bengal, Department of Power). The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Commercial Bank as per enclosed format before placement of award of contract.

  
(A. K. MALLIK)  
Addl. CE & Zonal Manager,  
Berhampore Zone, WBSEDCL  
21.09.2022

**Section III**

**INSTRUCTION TO BIDDERS**

## INSTRUCTION TO BIDDERS

### 1. **GENERAL GUIDANCE FOR e-TENDERING:**

#### 1. Registration of Bidder:

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <http://www.wbtenders.gov.in> (the web portal) the contractor is to click on the link for e-Tendering site as given on the web portal.

#### 2. Digital Signature Certificate (DSC):

i. Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

ii. The bidder can search & download NIT & bid document electronically once he logs on to the said website using the Digital Signature Certificate. This is the only mode of collection of bid document.

#### iii. Submission of Tenders:

a. General process of submission: Tenders are to be submitted online to the website <http://www.wbtenders.gov.in> in two folders at a time , one in Techno-commercial Proposal & the other in Financial Proposal before the prescribed date & time as per schedule stated in 'KEY DATES' of 'Section-I' using Digital Signature Certificate (DSC). The documents are to be uploaded in the form of virus scanned copy duly digitally signed. The uploaded documents will get encrypted (transformed into non readable formats).

The bidder shall have to go through all the "Annexure" enclosed in this bid document and submit the filled in proforma of the appropriate/relevant annexure with the bid document putting the signature with seal of the Company before uploading the tender viz. Annexure-I (proforma of letter of undertakings), Annexure-II (PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT /FACILITIES (TO BE GIVEN BY BANKER OF BIDDER), Annexure-IV (Proforma of declaration of Black Listing/Holiday Listing) etc.

The bidder needs to download the BOQ, fill up the rate in the BOQ in the designated Cell and upload the same in the designated location of Financial Bid.

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

- b. The bidders will have to quote their rates against the service as mentioned in the BOQ.
- c. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against this contract.
- d. Prices indicated in the schedule of prices deemed to include all the levies/duties/taxes/Cess & all other incidentals payable as per statute excluding GST. Relevant GST rule is applicable for the work and shall be paid extra.
- e. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing, will be liable to rejection.
- f. Before the deadline for submission of tenders, WBSEDCL may modify the bidding documents by issuing addenda. Any addendum thus issued shall be part of the bidding documents and shall be communicated through respective website.

- g. Bids shall be submitted online within the stipulated deadline. WBSEDCL may at its discretion, extend the deadline of bid submission by issuing an amendment. In that case all rights and obligations of WBSEDCL and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- h. Tender shall not be allowed to be submitted after the deadline given in the NIT due to any reason whatsoever.
- i. The entire bid document including BOQ and Technical Specification should be read altogether while quoting the rate.
- j. The rates and prices quoted shall cover all obligation of the bidder under the contract and all materials etc. necessary for the proper completion and maintenance of the work. In this case, Rate should be quoted considering Transportation of materials.

## **1. DOCUMENTS TO BE UPLOADED:**

The techno-commercial bid shall contain scanned copies of the following documents

### **(A) Statutory Documents:**

- a) Holiday Listing (Annexure-III)
- b) Bid Proposal (Annexure-VII)
- c) EMD Deposit acknowledgement.
- d) Letter of Undertaking (Annexure-I)
- e) NIT with any corrigendum

### **(B) Non-Statutory Documents:**

- a) Professional Tax (PT) Payment Certificate for the year 2021-22
- c) P.F. and ESI Registration certificate and challan for the month of December 2021
- d) GST Registration no. to be enclosed.
- e) Pan Card.
- f) Up-to-date Trade License.
- g) Income Tax return for the Financial Year 2018-19, 2019-20 and 2020-21.
- h) Annual turnover of the bidder Financial Year 2018-19, 2019-20 and 2020-21
- i) The prospective bidder needs to submit valid copies of audited financial statement appointed under Companies Act, 2014 or certificate of Tax Auditor as the case may be in this regard of last three Financial Years (i.e. 2018-19, 2019-20 and 2020-21). For those whose audit of accounts is not mandatory they shall submit copy of IT returns along with related enclosures (Form3CA/3CB and particulars are reported in the Form 3CD u/s 44AB of Income Tax Act'1961) for last five financial years (ie 2016-17, 2017-18, 2018-19,2019-20 and 2020-21).
- j) Registration Certificate under Company Act (If any).
- k) Registered Deed of partnership Firm/ Clause of Association & Memorandum.
- l) Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
- m) Current Year no objection Certificate issued by the Assistant Register of Co-Op(S) (ARCS).
- n) Valid bye laws are to be submitted by the Registered labour Co-Op(S), Engineers' Co. - Opt. (S).
- o) Self-attested copies of orders with work completion certificates from Client to establish work experience as required in the NIT.

**Failure of submit any of the above mentioned statutory as well non statutory documents will render the bidder liable to be rejected for techno-commercial bid.**

The above should be arranged in the following manner:

Click the check boxes beside the necessary documents in the My Document list and then click the Tab 'Submit Non-Statutory Documents' to send the selected documents to Non-Statutory folder. Next, click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	a) PAN Card. b) GSTIN Certificate c) Professional Tax Payment Certificate for the year 2021-22 d) P.F. and ESI Registration certificate and challan for the month of December 2021
02	Other Important documents	OID	a) Information regarding any past and current litigation with WBSEDCL / WBSETCL /Govt / PSU in which the bidder is involved the party's concerned and disputed amount. b) List of key personnel. c) Properly filled up Annexure.
03.	Bidder Detail(s)	Bidder Detail	a) Trade License - for Proprietorship Firm b) Partnership Deed, Trade License -for Partnership Firm c) Incorporation certificate, Trade License - for Ltd Company, d) Society Registration copy, Trade License- for Society/Co-operative Society.
04.	Credentials	Credential	Necessary documents regarding similar nature of work done which is applicable for eligibility in this tender (As per Clause no.5 of Pg No 9 of NIT)
05.	Financial Information	Financial Information	a) Annual Audited Financial Report for last 3 financial years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. b) For whose Audits of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA and Form 3CB) for last 5 financial years. [Non-statutory documents] c) IT Return of last 3 (three Financial Year)

- **Original documents may be required to be verified.**
- The bidder shall have to go through all the "Annexure" enclosed in this bid document and submit the filled in proforma of the appropriate/relevant annexure with the bid document putting the signature with seal of the Company before uploading the tender viz. Annexure-I (proforma of letter of undertakings), Annexure-III (Proforma of declaration of Black Listing/Holiday Listing), Annexure-VII(Bid Proposal) etc.
- Price bid should contain the priced "Bill of Quantities" (BoQ) in one folder. Bidder is to quote the rate on 'item rate basis' in the space marked for quoting rate in the BoQ.

## **2. QUOTING OF RATE:**

- a) Price bid should contain the priced "Bill of Quantities" (BoQ) in one folder. Bidder is to quote the rate in the space marked for quoting rate in the BoQ.
- b) The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against this contract.
- c) Prices indicated in the schedule of prices deemed to include all the levies/duties/taxes/cess& all other incidentals payable as per statute excluding GST. Relevant GST rule is applicable for the work and shall be paid extra.
- d) If the rate is not quoted against any particular item of work, it will be construed that the item would be executed free of cost and the rates for other items of work are deemed to include its cost. Further if any error is found in multiplication of quoted unit rate with respective quantities and/or to derive any rate component and/or in summation to arrive at the total quoted price, the same shall be recalculated to arrive at the evaluated price by considering the quoted unit rate as firm. Bidders are in no way allowed to get any escalation of price against this contract.

## **3. VALIDITY OF BIDS:**

Price bid of the tender shall be opened within a stipulated time limit from the date of opening of Techno-Commercial Bid, preferably within 30 (thirty) days.

The tender shall remain valid for a period of 180 (One hundred and Eighty) days from the date of opening of the Price bid. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further period of maximum 90 (ninety) days without any change in terms & conditions of the offer.

## **4. EARNEST MONEY DEPOSIT (EMD):**

**(B) The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:**

- ✓ Net-banking through Payment Gateway.
- ✓ RTGS/NEFT Payment: On selection of RTGS/ NEFT as the payment mode, the e-Procurement portal will show a prefilled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the prefilled 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.
- ✓ 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.
- ✓ In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).

- ✓ 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.

**(C) 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 bid(s), 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. 33-40267512/ I3 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.

The EMD shall be forfeited:

1. If any cartel is formed by the bidder.
2. If during the period of validity specified by the bidder, the bidder withdraws/modifies its bid as a whole or part.
3. If bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
4. In case of successful bidder, if bidder fails to accept Order unconditionally and sign contract.

**5. PRE BID MEETING:**

- a) A pre bid meeting shall be arranged by WBSEDCL in which all the bidders will be requested to attend.
- b) If there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder may submit their queries to the tendering authority.
- c) Nonattendance at the pre-bid discussion will not be a cause for disqualification of bidders.
- d) The clarification given in the pre bid discussion shall be final and binding on the bidder, being a part of the original Bid Document.
- e) Minutes of Pre-bid proceedings shall be uploaded in the portal.

**6. BID WITHDRAWAL/MODIFICATION:**

The bidder may modify or withdraw his bid after submission but within the deadline of bid submission, No bid shall be modified/ withdrawn after the deadline of bid submission. Modification /withdrawal of bid by any bidder after the deadline of bid submission shall result into forfeiture of EMD.

**7. (A) TECHNO-COMMERCIAL BID OPENING:**

- a) Technical proposals will be opened by authorized representatives of WBSEDCL from the web site stated using their Digital Signature Certificate.
- b) Intending bidders may remain present if they so desire.

- c) Cover (folder) statutory documents will be opened first and if found in order cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory as well as non-statutory documents the tender will be summarily rejected.
- d) Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded and handed over to the authorized representatives of WBSEDCL.
- e) Uploading of summary list of technically qualified bidders:
  - i) Pursuant to scrutiny & decision of the authorized representatives of WBSEDCL the summary list of eligible bidders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
  - ii) While evaluation the authorized representatives of WBSEDCL may summon any of the bidder & seek clarification / information or bidder/s may be asked for producing original hard copy/s of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

**(B) OPENING OF FINANCIAL BID:**

- a) Financial proposals of the bidders, declared technically eligible, will be opened electronically by the Tender Inviting Authority (authorized representative of WBSEDCL) from the web portal stated above on the prescribed date.
- b) The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
- c) After opening of the financial proposal, the preliminary summary result containing inter-alia, name of the bidder and the rates quoted by them will be uploaded.
- d) The bids will be evaluated on the basis of technical and financial proposal for the entire scope of work covered under this bid document.
- e) The bidder whose offer has been accepted will be finalized after the evaluation procedure will be notified by the Tender Inviting Authority (authorized representative of WBSEDCL) through Letter of Intimation. The same will be made available/uploaded in the website <https://wbtenders.gov.in>.
- f) Decision of Tender Inviting Authority will be final and bound to every bidder.
- g) The selected bidder will be asked to produce the documents like Contract Agreement, Indemnity Bond, Performance Security and any other document on demand of WBSEDCL within a specified timeframe.
- h) WBSEDCL has the right to reject the tender if the bidder unable/disagree to produce the same.
- i) Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
- j) The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.

**8. PROCESS TO BE CONFIDENTIAL:**

- a) After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

- b) Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.
- c) Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anymore.

**9. BIDDER'S SITE VISIT:**

Before submitting the bid, the bidder is encouraged to visit and examine the site and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work. Such site visit shall be at the Bidder's own expense, risk and responsibility.

**10. COST OF BIDDING:**

The bidder shall bear all costs associated with the preparation and submission of his bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**11. DETERMINATION OF RESPONSIVENESS:**

Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document.

For the purpose of this clause a substantially responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without material deviation, or reservations. WBSEDCL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the bidder by correction.

**12. CORRECTION OF ERRORS:**

If there be a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and total price shall be corrected. If there be a discrepancy in figure and word the total amount stated in word shall prevail.

**13. 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.

**14. EVALUATION AND COMPARISON OF BIDS:**

On examination of documents submitted under different covers, WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.

WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive.

**The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.**

Evaluated bid-price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison; the lowest bid will be selected for award of contract.

Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

## **15. PROCEDURE OF EVALUATION:**

Evaluation of tenders will be done in the following steps:

### **Step-1** Techno-Commercial Evaluation:

Only those bids meeting the requirements of previous step will be examined and assessed. In case, it is felt necessary by WBSEDCL that post bid discussion are required, the same will be carried out individually with each bidder. The bidders will be required to confirm compliance with all the conditions of bidding document.

### **Step-2** Opening and evaluation of financial proposal.

Financial proposal of techno-commercially qualified bidders will only be opened & compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract.

## **16. RIGHT TO REJECT BIDS:**

Lowest valid rate should normally be accepted.

However, WBSEDCL, does not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.

WBSEDCL reserves the right to split the work in parts at L1 rate and to add/delete any of the items, without assigning any reason whatsoever.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Bidders who resort to canvassing will be liable to rejection.

Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.

## **17. PLACEMENT OF ORDER**

After approval of bid evaluation by WBSEDCL, WBSEDCL may, at its sole discretion, invite the successful bidder for a pre-award discussion. After such pre-award discussion and prior to the expiry of validity of bid of the successful bidder, WBSEDCL will notify the successful bidder of acceptance of their bid in writing by issuing a detailed Letter of Award (L.O.A.)/Order (mentioned as L.O.A./Order hereinafter and elsewhere in this bid document) in duplicate. The successful bidder sign and return one copy of the L.O.A./Order to WBSEDCL as an acknowledgement of unconditional acceptance of the same within 10 (Ten) days of issue of L.O.A./Order.

## **18. TAXES, DUTIES AND OTHER LEVIES:**

The Bidder shall be solely responsible for the taxes that may be levied on the Bidder's persons or on earnings of any office employee and shall hold WBSEDCL indemnified and harmless against any claims that may be made against WBSEDCL. The WBSEDCL does not take any responsibility what-so-ever regarding taxes under Income Tax Act, for the contractor or his personnel. If it is obligatory under the provisions of Income Tax Act, deduction of Income Tax at source shall be made by WBSEDCL.

All other duties / levies payable (excluding GST) by the bidder shall be included in the bid price and no claim on this behalf will be entertained by WBSEDCL.

GST at specified rate shall be payable / allowable over & above the contract price to the selected bidder having GSTIN.

**19. LAWS GOVERNING CONTRACT:**

The contract shall be binding according to Acts/Laws in force in the country and shall be under the jurisdiction of Calcutta High Court only.

**19. LANGUAGE AND MEASURES:**

All documents pertain to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions, drawings or any other writings be written in English language. The metric system of measurement shall be used exclusively in this contract.

**20. CORRESPONDENCE:**

Any notice to the contractor under terms of the contract shall be served by register mail or by hand at the contractor's principal place of business. Any notice to WBSEDCL shall be served at the WBSEDCL's principal office in the same manner.

**21. CORRUPT OR FRAUDULENT PRACTICE:**

WBSEDCL expects that bidders/suppliers/contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, WBSEDCL defines for the purpose of this provision, the terms set forth below as follows:

"Corrupt Practice" means the offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and "Fraudulent Practice" means misrepresentation of facts in order to influence the procurement process of the execution of a contract to the detriment of WBSEDCL and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive WBSEDCL of the benefits of free and open competition.

Will reject a proposal for award if WBSEDCL determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.

Will declare a Firm ineligible either indefinitely or for a stated period of time if WBSEDCL determines any time that the firm has engaged in corrupt or fraudulent practices in competition for, or in executing the contract.

**23. INSURANCE:**

The bidder on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law in force to protect the interests of WBSEDCL against all perils. The form & the limit of such insurance together with underwriting in each case shall be acceptable to WBSEDCL. However, irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be contractor's alone.

**24. CURRENCY OF THE CONTRACT**

The contract shall be denominated in Indian Rupee only (INR).

Note\*\*\*- Contractor means the selected Bidder.

**Section-IV**

**GENERAL CONDITIONS OF CONTRACT**

## **GENERAL CONDITIONS OF CONTRACT**

### **1. SCOPE OF WORK:**

- A. Round the Clock Comprehensive Annual Maintenance Contract (CAMC) for Infrastructure Work at SCADA/DMS Control Center under Berhampore Zone, at Kalikapur Rd, Near NBSTC Bus Terminal, Berhampore, West Bengal 742101, WBSEDCL for three years.

AMC involves comprehensive maintenance and repairs of all hardware and/or software for the systems as mentioned below including all items as mentioned in "Annexure – A", including free of cost replacement of parts, if any, modules, sub-modules, assemblies, sub-assemblies, spares, weekly cleaning of filters etc. to make the system operational.

- a) Server Room
- b) UPS and Power Supply Room
- c) Battery Room
- d) NMS cum Development Room
- e) Control Room
- f) BMS Room

- B. Round the Clock Comprehensive Facility Management Service (FMS) of Non-SCADA items at SCADA Control Centre under Berhampore Zone, Kalikapur Rd, Near NBSTC Bus Terminal, Berhampore, West Bengal 742101, WBSEDCL for three years. The main NON-SCADA items are as follows: -

Maintenance, Operation, Supervision of

- (i) Electrical power system of Berhampore SCADA Control center including the UPS system and earthing systems.
- (ii) Smoke detection / VESDA SYSTEM.
- (iii) Fire suppression system / NOVEC 1230 Gas and portable fire extinguisher.
- (iv) CCTV camera and access control system.
- (v) Rodent repellent system.
- (vi) Water leakage detection.
- (vii) Furniture and Fixtures.

In addition to this, docketing of any kind of interruption in time to the concerned personnel to ensure 99% availability of Infrastructure i.r.o. Berhampore SCADA Control Centre will also be a part of Facility Management Service.

The scope of work under this contract shall also include all such works which are not specially mentioned in the Bid Document, as a whole, but are necessary for Facility Management Service.

#### **Detail scope of work is depicted below:**

- a) Preventive Maintenance & replacement of faulty parts of Electrical System, Electrical Main Panel, Electrical ATS, Earthing System, Main LT Panel, PDU Panel, Electrical DB, including MCCB, MCB, Light set with replacement of Parts.
- b) Preventive Maintenance & replacement of faulty parts /modules of 1 no. Outdoor PTZ Camera, 9 nos. dome CCTV Camera, CCTV Monitor & NVR CCTV. Necessary software as well as Hardware parts must be maintained to run CCTV Cameras along with Monitor and NVR systems.
- c) Preventive Maintenance & replacement of faulty parts of Access Controlled System including Biometric System. Software for authorization of Access card must also be maintained along with necessary reports if required from time to time.

- d) Preventive Maintenance & replacement of faulty parts of HSSD/VESDA smoke detector Sensor, HSSD/VESDA smoke detector unit, Smoke detector unit, Integration of VESDA System with Access Controlled Doors and Air Conditioning System in case of any smoke and Fire Hazard.
- e) Preventive Maintenance & replacement of faulty parts of Precision A/C & Cassette A/C.
- f) Preventive Maintenance & replacement of faulty parts of Fire Alarm Panel, Gas release module with Hooter, fire suppression System with necessary filling of suitable gas-if situation demands.
- g) Preventive Maintenance & replacement of faulty parts of 6 KVA UPS including 16 nos. 12 Volt 18 Ah Battery.
- h) Preventive Maintenance & replacement of faulty parts of VHFO Digital Rodent & Rodent Transducer.

Details of equipment under the coverage of AMC are in **ANNEXURE-"A"** (enclosed).

The scope of work under this contract shall also include all such works which are not specially mentioned in the Bid Document, as a whole, but are necessary for Annual Maintenance Contract.

## **2. SECURITY DEPOSIT AND BANK GURANTEE:**

In respect of successful Bidder, the Earnest Money deposit on acceptance of Tender shall be converted as a part of the Security Deposit. The successful bidder shall have to submit balance Earnest money, if required, to make the initial Security money amounting to 2% of the contract price after placement of Letter of acceptance/Letter of award within specified period. Balance of Security Deposit equivalent to 3% (Three percent) of contract amount shall be realized by recovering from the progressive bill @ 1% (One percent) of the amount of each such bill. In all cases the amount of recovery of the Final Bill will be so adjusted as to make the total amount of Security Deposit equivalent to 3% (Three percent) to the value of work so executed.

If as a contract security the contractor shall have to furnish Performance Bond in the form of Bank Guarantee amounting to 3% (Three Percent) of the contract price to guarantee the faithful performance and security of the contract in accordance with all the conditions and terms stipulated herein and the relevant format attached. Performance Bond will also have the guarantee for successful and satisfactory performance of materials supplied under the contract till the expiry of the guarantee period. The performance guarantee is to be submitted to the Controlling Officer of the work immediately on receipt of the order. Earnest money in the form of Bank Guarantee of the unsuccessful bidders shall be made immediately after finalization/placement of order and of the successful bidder shall be released after submission of Performance Bank Guarantee as per enclosed format and terms of contracts.

The WBSEDCL reserves the right to ask for Performance Guarantee up to 3% of the tendered amount from the successful bidder.

Bids in range of -20% to -80% of the estimated rate shall furnish an Additional Performance Security in the format given in the Annexure which shall be equal to 10% of the tendered amount before placement of Award of Contract.

After completion of AMC period, the Security Deposit shall be released only after receipt of the application from the selected bidder against certification of the Supervising Officer.

**The Security Deposit is liable to be forfeited in case of non-compliance of order or failure to complete the order.**

### **3. MANNER OF EXECUTION OF CONTRACT AGREEMENT:**

The successful bidder has to submit acceptance of the order within 10 days from the date of issue of the order.

The successful bidder shall be required to execute an Agreement on a non-judicial stamp paper of Rs. 100/- with the company with all related documents for satisfactory execution of the work.

Agreement shall be signed on a date and time to be mutually agreed upon in the office of the Controlling Officer of the work and the same has to be signed by both the parties within 30 days from the date of acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract on behalf of the contractor is to be submitted before signing of the agreement.

The agreement shall be signed in original and five photo copies. The original agreement shall be retained by the Company and a copy will be handed over to the Contractor.

### **4. GENERAL REQUIREMENT:**

The contractor shall execute and maintain the work as per direction of the Controlling Officer of the work or his representative.

Contractor's staff at site: The contractor shall provide at site his authorized representative duly approved by the Controlling Officer. The contractor and/or his authorized representative is to be constantly on the work shall receive (on behalf of the contractor) direction's and instructions from the Controlling Officer or his representative.

Removal of persons employed at site: The Controlling Officer shall be at liberty to ask the contractor to remove from the site any person, deployed by the contractor in the execution of the work, who in the opinion of the Controlling Officer misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the work without the permission of the Controlling Officer.

Setting out: The contractor shall be responsible for the true and proper setting out of the work.

Care of work: During the service period of the work, the contractor shall take full responsibility for the care thereof and in case of any damage, loss or injury to work or to any part thereof or to any temporary work due to any cause whatsoever shall at his own cost repair and make good the same. The contractor shall take every practicable precaution not to damage or to cause injury to any adjoining or other properties or to any person. However, even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.

Employee's compensation for accident or injury to ant workmen: The Company shall not be liable for damages or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall have to pay all claims, demands, preceding costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance Policy covering provisions for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.

Facilities for other contractors: The contractor shall afford all reasonable facilities for any other contractor employed by the company in execution on or near the site of any work not included in the contract

### **5. LABOUR LICENSE:**

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

## **6. COMPLIANCE OF LABOUR LAWS:**

The contractor shall comply the Code of Wages 2019, Employee's Compensation Act, 1923 and related labour laws to protect the laborers engaged by them. In this connection the contractor will be required to execute an indemnity bond (as per specimen enclosed as Annexure-V) after placement of Letter of intent/order. Contract shall be governed under extant laws and changes made there to.

## **7. CONTROLLING OFFICER & SUPERVISING OFFICER:**

### **1. Controlling Officer**

The Additional Chief Engineer & Zonal Manager, Berhampore Zone, WBSEDCL, will be the overall Controlling Officer of the entire job.

### **2. Supervising Officer**

The Superintending Engineer (E)-I/In-charge of Berhampore SCADA Centre, Berhampore Zonal Office, WBSEDCL will be the Supervising Officer of the entire job.

### **3. Paying Officer**

The Manager (F&A), Berhampore Zone, WBSEDCL will be the Paying Officer for the job.

## **8. TERMS OF PAYMENT:**

The bills shall be released within 30 (thirty) days of its submission on quarterly basis at the end of each quarter on proportionate basis in equivalence to service rendered at each quarter with respect to involvement of 3 years (36 months) against certification, duly signed by the Supervising officer.

The company reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the fact whether such disputed claims of the contractor are subject matter of arbitration or not the amount of such overpayments may be recovered from the subsequent bill, under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or from the amount retained or the contractor shall pay the amount of overpayment on demand

## **9. LIQUIDATED DAMAGE:**

If the contractor fails to provide uninterrupted service during the currency of the contract, WBSEDCL shall recover from the contractor as liquidated damages. Amount may vary from 5% to 10% of Maintenance Contract value depending upon the conditions as mentioned in Point no 4(iii) in Page 7 & 8 of NIT.

The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work.

## **10. DEFAULT RISK:**

In the event of the contractor's inability/non-response to accept and take up the work as per the order & contract agreement or to continue with the obligation of interruption free service, WBSEDCL reserves the right to terminate the contract with forfeiture of E.M.D./Security Deposit (whichever applicable) and deploy any separate contractor to render service for the residual portion of this contract. If the contract is terminated in the above manner, the Contractor shall have no claim for compensation against the Owner. the Owner shall have the right to engage any other Contractor to complete the work and any extra cost incurred by the Owner to the get the work completed in all respect will be

realized from the pending bill(s) and/or E.M.D. and/or Retention Money and/or Security Deposit and/or any Bank Guarantee(s) of the original Contractor for this contract or any other contract under WBSEDCL.

**11. TERMINATION OF CONTRACT:**

- a. If the contractor neglects or fails to provide the service or fails to provide the service within scheduled time as per the contract and the time to time instruction, the Company shall have right to terminate the order/letter of intent 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, the Company shall terminate the contract with the rights to impose penal measures.
- b. In that case the Company may engage other contractors to provide the service. Additional involvement, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and security money. If the contract is terminated as above, the contractor shall have no claim for compensation
- c. Against the Company for any loss or deterioration of any materials that he may have collected or engaged or entered into on account of the work.

**12. FORCE MAJEURE:**

The Contractor shall not be liable to pay any liquidated damage for reasons of force majeure such as acts of God, acts of the public enemy, acts of Governments, fire, flood, epidemics, quarantine restriction, strikes etc.

The Company shall not be responsible or liable to pay any compensation for any interruption in your work at the site due to strike, lockout, riot, earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. The Company shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work. The incident of the Force Majeure shall have to be reported to the Controlling officer within 6 (six) hours from the occurrence of such Force Majeure.

**13. ENGINEER'S DECISION:**

Controlling Officer's decision is final in respect of all matters including the granting or withholding 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 7 (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.

**14. LANGUAGE AND MEASUREMENT:**

All documents pertaining to the contract including schedule notices, correspondences, operating and maintenance instruction, or any other writings be written shall be in English language. The metric system measurement shall be used exclusively in this contract.

**15. SETTLEMENT OF DISPUTES:**

All disputes concerning question of act arising under the contract shall be decided by the WBSEDCL on receipt of written appeal by the contractor. Any dispute or differences arising out of or in connection with this contract shall to the extent possible be settled amicably. However, the Calcutta High Court shall have exclusive jurisdiction in all matters arising under the Contract including settlement of disputes.

**16. CURRENCY OF THE CONTRACT:**

The contract shall be denominated in Indian Rupee only (INR).

**17. GST:**

GST shall be allowed over and above the quoted amount at the prevailing rate & applicable value.

**18. SAFETY RULES:**

To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement as made by WBSEDCL shall have to be properly managed.

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, if required shall be under the supervision of responsible persons.

First aid arrangements should be provided by the Agency which shall be monitored and supervised throughout the working hours. Replacements, whenever required shall be intimated in advance to the Controlling Officer

**a) 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.

**b) 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.

**c) Penal Action:**

Failure to observe the Safety Rules will make the contractor liable to penal action by way of suspension of work and termination of contract.

**19. SUBMISSION OF AGREEMENT AND INDEMNITY BOND:**

The successful bidder shall have to submit an Agreement and Indemnity Bond to WBSEDCL on non-judicial stamp paper of appropriate value in prescribed format as annexed with this bid within 14 days of receipt of LOA.

**Section-V**

**ANNEXURE**

**PROFORMA OF LETTER OF UNDERTAKINGS (To be submitted by the Bidder along with his Bid) (To be executed on non-Judicial stamp paper of requisite value)**

Ref.....

Date.....

To

Dear Sir,

1. I/We\* have read and examined the following Bidding Documents relating to the ..... (full scope of work).
  - a) Notice Inviting Tender
  - b) "Invitation to Bid" (INV), "Instruction to Bidders (ITB)", "General Conditions of Contract (GCC), Scope, and other conditions of contract.
2. Technical Specification.
  - a) and relevant Drawings.
3. I/We\* hereby submit our Bid and undertake to keep our Bid Valid for a period of 180 days from the date of opening price bid. I/We\* hereby further undertake that during said period I/We\* shall not vary alter or revoke my/our Bid.  
This undertaking is in consideration of WBSEDCL, agreeing to open my/our\* Bid and consider and evaluate the same for the purpose of award of Work in terms of provisions of clause entitled "Award of Contract" under Section "Instruction to Bidders (ITB)" in the Bidding Documents. Should this Bid be accepted, I/We\* also agree to abide by and fulfill all the terms and conditions of provisions of the above mentioned Bidding Documents.

Signature along with Seal of Co.....  
(Duly authorized to sign the Tender on behalf of the Contractors)  
Name.....  
Designation .....  
Name of Co.....  
(IN BLOCK LETTERS)

**WITNESS**

Signature.....  
Date.....  
Name & Address.  
Telegraphic Address.  
Telephone No. Fax No.....  
E-mail.....

**Annexure- II****PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT /FACILITIES (TO BE GIVEN BY  
BANKER OF BIDDER)****BANK CERTIFICATE**

This is to certify that M/s. .... (FULL NAME AND ADDRESS) who are submitting their Bid to .....against their tender specification vide Ref. No..... and date..... is our customer for the past ..... years.

Their financial transactions with our bank have been satisfactory. They enjoy the following fund based and non fund based limits including, guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

<b>SI.No.</b>	<b>TYPE OF FACILITY</b>	<b>SANCTIONED ON DATE</b>	<b>UTILIZATION AS ON DATE .....</b>

This letter is issued at the request of M/s.....

Sd/-

Name of Bank.....

Name of authorized Signatory.....

Designation .....

Phone No.....

Address.....

SEAL OF THE BANK

**PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING**

In the case of a Proprietary Concern:

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

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

In the case of a Partnership Firm:

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

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

In the case of a Company:

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

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

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

Signature with date & seal of the Bidder

**PROFORMA OF AGREEMENT**

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

ARTICLES OF AGREEMENT MADE this .....day of .....in the year ..... between WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), a statutory body constituted by the Govt. of West Bengal having its Head Office at "VidyutBhavan", Block-DJ, Sector-II, Salt Lake City, Kolkata-700091, hereinafter referred to as the "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 its heirs, executors, administrators, representatives and permitted assigns) of the OTHER PART.

WHEREAS the WBSEDCL invited tender vide Tender Notice No..... (annexed hereto) for "....."

AND WHEREAS in pursuance of such invitation for tenders the Contractor submitted a tender vide no. .... dt..... the Techno-commercial part of which was opened on ..... and the Price bid was opened on ..... (the tender offer is in custody of WBSEDCL at present).

AND WHEREAS AFTER consideration of the tender submitted by the Contractor, with clarification(s), WBSEDCL accepted the said tender submitted by the Contractor and placed Letter of Award no. ....

NOW THEREFORE, WBSEDCL and the Contractor agree as follows:

1. The Contractor agrees to undertake the work of..... "as per Letter of Award no ..... dt ..... referred to above.
2. WBSEDCL agrees to pay the contractor as per the Letter of Award no ..... dt..... referred to above.
3. Both the Contractor and WBSEDCL 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 Calcutta, High Court, Kolkata.

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

SIGNED, SEALED AND DELIVERED

.....  
Contractor

.....  
Witness

.....  
Witness

.....  
WBSEDCL

.....  
Witness

.....  
Witness

**SPECIMEN COPY OF INDEMNITY BOND**

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

BY THE PRESENT INDEMNITY BOND EXECUTED by me/us on this .....Day of .....20..... I/We having Registered Office/residing at .....  
 ..... (herein after called "OBLIGOR/ OBLIGORS" which expression shall mean and includes my/our successors legal representatives, assigns) do hereby binds myself /ourselves and also our company/firm .....  
 after having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited, a government undertaking company within the meaning of sec. 617 of the Company's Act, 1956 having registered office at BidyutBhavan, 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 to execute the job/works under letter no.....dated ..... issued by the OBLIGEE after having observing necessary formalities, the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job/works will be/likely to be done in places covered under Employees' State Insurance Act (ESI) and/or the Employee Compensation Act, 1923 (W. C. Act) and/or other laws relating to the Labour Management and Welfare.

And whereas according to the condition of the contract the OBLIGOR/ OBLIGORS is/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 started within the meaning of the contract before the execution of this Indemnity Bond.

Now this indenture witnesses that I/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 or 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 further undertakes/undertake to engage only those labour, worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act 1948, who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGOR / OBLIGORS.
5. 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.
6. 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. Act or any other laws for the time being in force.
7. THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Employee Compensation Act or any other laws relating to the Labour Welfare for the timebeing in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other

compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGORS is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGORS.

8. THAT, if at any time, due to exigency, the OBLIGEE i.e. the West Bengal State. Electricity Distribution Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGOR/ OBLIGORS or for any other reason, the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR/OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR/OBLIGORS.
9. THAT the OBLIGOR/OBLIGATOR 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/OBLIGATOR.

SIGNED AND DELIVERED BY  
THE OBLIGOR/OBLIGORS

.....  
.....

Signature

WITNESS:

1) Name, Designation

.....  
.....

Signature

2) Name, Designation

.....  
.....

Signature

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

To,

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

NOW THEREFORE we \_\_\_\_\_ (indicate the name of the bank & branch) have agreed to give the Contractor such a Bank Guarantee.

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

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

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

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

We \_\_\_\_\_ (indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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

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

Signed and sealed this day\_\_\_\_\_ of \_\_\_\_\_ 2021\_\_\_\_\_ at \_\_\_\_\_ .

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK

by:

(Signature)  
(Name)

(Designation)  
(Code Number)  
(Address)

#### NOTES:

1. The bank guarantee should contain the name designation and code number of the officer(s) signing the guarantee.
2. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

**BID PROPOSAL**

Bidders Name & Address:

Bid Proposal Reference:

Person to be contacted:

Designation:

Telephone No.:

Email address:

To,

The \_\_\_\_\_

Sub: Proposal for \_\_\_\_\_

Ref: Tender Notice No: \_\_\_\_\_

Dear Sir,

- 1.** We, the undersigned Bidder, have read and examined in detail the specifications and Bid documents of the above work and hereby propose to execute the work as detailed in specification and documents.

**2. PRICES AND VALIDITY**

- 2.1.** Our prices stated in the bid are Firm/Variable\*. Price adjustment is applicable /not applicable\* in line with the bidding documents. Our quoted prices and other terms and conditions of this proposal are valid for a period of 180 days\* after the date of opening of price bid. We further declare that prices stated in our Proposal are in accordance with your "Instruction to Bidders" included in Condition of Contracts of Bid documents.

- 2.2.** We do hereby confirm that our bid prices as quoted in Quotation sheet includes all the taxes, duties and levies and confirm that any such taxes, duties and levies additionally payable shall be to our account. We further confirm that no tax & duties in any form shall be payable by the Owner except GST.

- 3.** We have studied clause no 18 of Section ITB relating to Tax and we hereby, declare that if any income-tax, surcharge on income-tax or any other corporate tax is attracted under the law, we agree to pay the same.

**4. BID GUARANTEE**

We have enclosed a Bid Guarantee, in the form of \_\_\_\_\_  
(Please fill in alternative chosen)

for a sum of \_\_\_\_\_.  
(Amount in Words & Figures)

in original and two copies of the original, valid for a period of 30 days beyond the bid validity date, in accordance with documents, for packages as per the following details:

Form of Bid Guarantee	Value of Bid Guarantee	Valid upto and Including

We have also ensured that the above Bid guarantee furnished by us is in line with the Bid documents and complete in respect of following:

- a) Value of non-judicial stamp paper purchased in the name of executing bank.
- b) Signature, foil name, designation and address of witness are there.
- c) Complete mailing address of the Head Office of the Bank is indicated.

## 5. BID PRICE

We declare that our total bid price in Indian Rupees is given in \_\_\_\_\_ of Schedule \_\_\_\_\_ submitted in Cover-II for the entire scope of work as specified in your Bidding Documents.

## 6. DEVIATIONS

**6.1** We declare that the Works shall be performed strictly in accordance with the specifications and documents all of which have been detailed out exhaustively in the following Schedules (submitted in cover-II), irrespective of whatever has been stated to the contrary anywhere else in our proposal.

**6.2** We confirm that specified stipulation of following Clauses is acceptable to us and no Deviation/exceptions are taken on any account, whatsoever in the following Clauses:

a)	Terms of Payment	Clause No. 8 of Section: IV (GCC)
b)	Contract Performance Guarantee/Additional Performance Guarantee/ Agreement/ Indemnity Bond	Clause No. 2 & 19 of Section: IV (GCC)
c)	Liquidity Damages for Delay	Clause No. 9 of Section: IV (GCC)

## 7. BID PRICING

We further, declare that the prices stated in our Proposal are in accordance with your 'Instruction to Bidders' included in Conditions of Contract of Bid documents.

## 8. PRICE BASIS

We declare that our price components are on FIRM BASIS.

## 9. CONTRACT PERFORMANCE GUARANTEE

We further agree that if our proposal is accepted, we shall provide an irrevocable Contract Performance Guarantee, of value equivalent to 3% (Three percent) of the Contract Price valid upto the end of 3 (three) months after the end of the contract warranty period with a further claim period of 3 (three) months thereafter in the form of Bank Guarantee in your favour within 30 (thirty) days from the date of issue of Letter of Award and shall enter into a formal agreement with you within 30 (thirty) days from the Letter of Award.

## 10. QUALITY PLANS

The contractor is responsible for the proper execution of work as per drawing. The work beyond the customer's hold points will progress only with the Owners consent. The Owner will also undertake quality surveillance and quality audit of the Contractor's/Sub contractor's works, systems and procedures and quality control activities. The Contractor farther agrees that any change in the Quality Plan will be made only with the Owner's approval. The Contractor shall also perform all quality control activities, inspection and tests agreed with the Owner to demonstrate full compliance with the contract requirements.

**10.1** The Contractor also agrees to provide the Owner with the necessary facilities for carrying out inspection, quality audit and quality surveillance of Contractors and its Sub-Contractor's Quality Assurances System. It is expressly agreed to by the contractor that the quality tests and inspection by the Owner shall not in any way relieve the Contractor of its responsibilities for quality standards, and performance guarantee and their other obligations under the Agreement.

**10.2** If Is further agreed by the -Contractor that the contract performance guarantee shall in no way be constructed to limit or restrict the Owner's right to recover the damages/compensation due to poor workmanship or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and or otherwise.

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

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

## 11. CHECKLIST

We-have included a Check List duly filled in.

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

Signature\_\_\_\_\_ in the capacity

Of \_\_\_\_\_ duly authorised to sign for and on behalf

of \_\_\_\_\_

(IN BLOCK CAPITALS)

\*Strike out the portion which is not applicable

Sr. No.	Equipment Description	Make	Model No.	Serial No.	Quantity	Remarks
	<b><u>Comfort AC</u></b>					
1	2.0 TR Hi-wall type Splite AC 1	HITACHI	RAU524AVD	SE160B78536	1	
2	2.0 TR Hi-wall type Splite AC 2	HITACHI	RAU524AVD	SE160B07619	1	
3	2.0 TR Hi-wall type Splite AC 3	HITACHI	RAU524AVD	SE160B07618	1	
4	2.0 TR Hi-wall type Splite AC 4	HITACHI	RAU524AVD	SE160B07623	1	
5	2.0 TR Hi-wall type Splite AC 5	HITACHI	RAU524AVD	SE160B7628	1	
6	2.0 TR Hi-wall type Splite AC 6	HITACHI	RAU524AVD	SE160B7624	1	
7	2.0 TR Hi-wall type Splite AC 7	HITACHI	RAU524AVD	SE160B7620	1	
8	2.0 TR Hi-wall type Splite AC 8	HITACHI	RAU524AVD	SE160B7622	1	
9	2.0 TR Hi-wall type Splite AC 9	HITACHI	RAU524AVD	SE160B7616	1	
10	3.0 TR Cassette type AC 1	HITACHI	RAG036HTD	150S29034	1	
11	3.0 TR Cassette type AC 2	HITACHI	RAG036HTD	150S29035	1	
12	3.0 TR Cassette type AC 3	HITACHI	RAG036HTD	150Q28890	1	
13	3.0 TR Cassette type AC 4	HITACHI	RAG036HTD	150S29038	1	
14	3.0 TR Cassette type AC 5	HITACHI	RAG036HTD	150Q28889	1	
	<b><u>Precesion AC</u></b>					
15	6.0 TR PAC UNIT 1	Emerson / Vertiv	PeX120EC	15534EDS0120 D693	1	
16	6.0 TR PAC UNIT 2	Emerson / Vertiv	PeX120EC	15534EDS0120 D694	1	
	<b><u>UPS &amp; Battery</u></b>					
17	6 KVA UPS (1Ph)	Emerson / Vertiv	POWER BANK	160106A55942	1	
18	12V, 18aH Battery for 6KVA UPS	Amaron Quanta	12AL018		16	
	<b><u>Electrical Panels</u></b>					
19	LT Panel 800Amp (3nos Breaker, 4P, 250A, 350VA, L&T make) and Allied Distribution Box	Electro Allied Products		CM98123MQ026(F1 - Breaker), NPVLBZ90010(BUS COUPLER - Breaker), CM9813202163640(F 2- Breaker)	1	
	<b><u>Disel Generator</u></b>					
	Not in our scope					
	<b><u>Access Control</u></b>					
20	Access System Software WINPACK	Honeywell	WIN- PAK XE 4.0		1	
21	Reader	Honeywell	ICLASS HID		3	
22	Magnetic Lock Single Door	AlGatec		276AC3N-SP51513, 276AC3N-SP61516	2	
23	Magnetic Lock Double Door	AlGatec		275AC3N-SP62849, 275AC3N- SP62847	2	
24	Biometric	Honeywell	RKLB40ESIO	928NFNTEK00TE	1	
25	Push switch				4	
26	Emergency Realsed switch				4	
27	BMS Desktop	Lenovo	Window 7		1	
	<b><u>CCTV</u></b>					
28	PTZ Camera	Honeywell	HDZP252DI	E155500040	1	
29	Dome Camera	Honeywell	HIE2PI-L		9	
30	CCTV NVR	Honeywell	HEN32103L	D366000132	1	
31	CCTV Display	LG	22MP67VQ-P	512NTRL26718	1	
32	Cisco Switch 28 Port POE	Cisco	SG30028P		1	
33	Switch unmanage 8 Port	D-Link	DES-1008A	R3UR1F7022374	1	
	<b><u>Fire Detection &amp; Alarm</u></b>					
34	VESDA	Siemens	Xtralis VLF-500-02		1	
35	VESDA hooter				1	
36	Fire Alarm system	EST	S300-3KAM		1	

Sr. No.	Equipment Description	Make	Model No.	Serial No.	Quantity	Remarks
37	Multi/Smoke Detector	EST			42	
38	Control Module	EST			2	
39	Hooter	EST			3	
40	MCP	EST			2	
	<b><u>Fire Suppression</u></b>					
41	GBFSS Panel	Ravel	RE120GR		1	
42	NOVEC	Sinorix	1230 System		2	
43	Released Switch	Ravel			1	
44	Abort Switch	Ravel			1	
45	Hooter	Local			1	
	<b><u>Water Leakage Detection</u></b>					
46	WLD System	Soini	J3		1	
47	Hooter				2	
	<b><u>Rodent Repellent</u></b>					
48	Rodent Repellent Panel	Maser Electronics	VHFO- V2		1	
49	Rodent Tranducers	R-SCAT			4	
	<b><u>Fire Extinguisher</u></b>					
50	ABC type Fire Extinguisher 1	Fire Safety Devices (P) Ltd.	Portable	7424	1	
51	ABC type Fire Extinguisher 2	Fire Safety Devices (P) Ltd.	Portable	7412	1	
52	ABC type Fire Extinguisher 3	Fire Safety Devices (P) Ltd.	Portable	7420	1	
53	ABC type Fire Extinguisher 4	Fire Safety Devices (P) Ltd.	Portable	7423	1	
54	ABC type Fire Extinguisher 5	Fire Safety Devices (P) Ltd.	Portable	7425	1	
55	ABC type Fire Extinguisher 6	Fire Safety Devices (P) Ltd.	Portable	7415	1	
56	ABC type Fire Extinguisher 7	Fire Safety Devices (P) Ltd.	Portable	7427	1	
57	ABC type Fire Extinguisher 8	Fire Safety Devices (P) Ltd.	Portable	7430	1	
58	ABC type Fire Extinguisher 9	Fire Safety Devices (P) Ltd.	Portable	7410	1	
59	ABC type Fire Extinguisher 10	Fire Safety Devices (P) Ltd.	Portable	7417	1	
60	ABC type Fire Extinguisher 11	Fire Safety Devices (P) Ltd.	Portable	7416	1	
61	ABC type Fire Extinguisher 12	Fire Safety Devices (P) Ltd.	Portable	7411	1	
62	ABC type Fire Extinguisher 13	Fire Safety Devices (P) Ltd.	Portable	7429	1	
63	ABC type Fire Extinguisher 14	Fire Safety Devices (P) Ltd.	Portable	7414	1	
64	ABC type Fire Extinguisher 15	Fire Safety Devices (P) Ltd.	Portable	7413	1	