WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Government of West Bengal Enterprise)

(WBSEDCL)

INVITATION OF e-TENDER FOR

Supply, delivery, installation and commissioning of Battery Bank at Asansol Scada Center including 5 years Warranty of Battery Bank

Tender Notice No.:- ZM/BDN/SCADA/e Tender/23-24/1372 dated 10.10.2023



Office of the Zonal Manager Burdwan (D) Zone,
WBSEDCL
Administrative Building, 2nd Floor, Power House Complex, Purba Bardhaman–713101.
E-mail:bdnzm.wbsedcl@gmail.com

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WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (A GOVT. OF WEST BENGAL ENTERPRISE)

BURDWAN ZONAL OFFICE

dated:

10.10.2023

2ND FLOOR, NEW ADMINISTRATIVE BUILDING, BURDWAN POWERHOUSE COMPLEX, BURDWAN, DIST.PURBA BARDHAMAN PIN:-713101.

SECTION: I NOTICE INVITING e-TENDER

Tender Notice No.:- ZM/BDN/SCADA/e Tender/23-24/1372

E Tender in two part for the under mentioned work is invited by the Zonal Manager, Burdwan (D) Zone, Purba Bardhaman from eligible, bonafide, resourceful and experienced Statutory Bodies constituted under the statute of Central Govt, State/ Central Government owned Enterprises/undertakings, Reputed Private company (ies) registered and incorporated in India as per Companies Act, 1956 for under mentioned work as per specified terms, conditions and specifications:-

SI.	Name of Work	Estimated Amount (Rs.) (inclusive of GST)
No.		
1	Delivery, installation and commissioning of 240 Nos 2V 375 AH VLRA batteries at Asansol Scada Center, WBSEDCL including 5 years comprehensive warranty (less buyback of 240 Nos 2V 375 AH VLRA batteries)	20,00,000/-
2	Total	20,00,000/-
EMD:	50,000/- Fifty thousand only	

Intending bidder should download the tender documents from the website http://www.wbtenders.gov.in with the help of Digital Signature Certificate (DSC), without anycost. The bidder shall select the tender to bid and initiate payment of EMD. 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. On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e-Procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed. 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. Exemption of EMD is not allowed.

KEY DATES

SI	Activity	Date & time
No		
Α	Date of uploading of NIT & other Documents (Publishing Date & time)	16.10.23 at 13:00 hrs
В	Documents download start date	16.10.23 at 13:00 Hrs
С	Date of Pre-bid Meeting	06.11.23 at 12:00 Hrs
D	Bid submission starting date	09.11.23 at 15:00 Hrs
Е	Last date & time of submission of bids	24.11.23 at 14:00 Hrs
F	Techno-commercial bid opening date	29.11.23 at 14:00 Hrs
G	Price bid opening date for techno-commercially qualified bidder(s)	Will be intimated latter

• 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 INSTRUCTION TO BIDDER (IB)

West Bengal State Electricity Distribution Company Limited hereinafter referred to as WBSEDCL, a Govt. of West Bengal Enterprise is responsible to distribute uninterrupted and quality Power within the State of West Bengal.

Burdwan Zonal Office of WBSEDCL requires Delivery, Installation and Commissioning of 240 Nos. 2V 375 AH VLRA batteries at Asansol Scada Center, WBSEDCL including 5 years comprehensive warranty. WBSEDCL will finance the entire work as stipulated under scope of work in the Bid documents.

IB.1. Eligibility of Bidders:

- **IB.1.1.** This Invitation for Bids, issued by the WBSEDCL is open to all firms including company (ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Department as well as foreign and those bidders with whom business is banned by the WBSEDCL.
- IB.1.2. Bidders must fulfill the Mandatory Conditions mentioned in the Annexure –II shall be considered as eligible for bidding.
- **IB.1.3.** Required supporting documents are to be submitted as per clause IB.12.
- **IB.1.4.** The bidder should be either OEM (Original Equipment Manufacturer) of the equipment or OES (Original Equipment Supplier) of such OEM (should produce documentary evidence from the OEM in this regard). OEM certification is mandatory for OES.
- **IB.1.5.** The bidder should not have been blacklisted from any Govt. organization across India in last three years and the authorized signatory of the bidder should provide undertaking in this regard. During contract period if the undertaking submitted by the bidder is found to be false, the order issued on selected bidder shall be terminated with the forfeiture of the BG.

IB.2. Issue of BID Documents:

- **IB.2.1.** Intending Bidders desirous of participating in the tender are to log on to the website **http://wbtenders.gov.in**. The tender can be searched by typing "wbsedcl" in the search box of the website.
- **IB.2.2.** Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.
- **IB.2.3.** Intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given in "Instructions to Bidders".

IB.3. Responsibility of Bidders:

- **IB.3.1.** It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work.
- **IB.3.2.** It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments to the contract, once awarded under these documents will not be entertained by WBSEDCL. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by WBSEDCL, which are based on the lack of such clear information of its effect.
- **IB.3.3.** The bid shall include all the information as per bid document.
- **IB.3.4.** The bidder shall bear all the costs associated with the preparation and submission of bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- **IB.3.5.** In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance of the last date and time of submission of the bid.

IB.4. Formation of cartel & penal Measures:

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

IB.5. Pre Bid Discussion:

Pre Bid meeting will be held at Burdwan Zonal Office having address 2nd Floor, Administrative Building, Power House Complex, Power

House Para, Burdwan-713101 as mentioned in the Key dates clause. Queries must be sent to the Zonal Manager, Burdwan Zone through email. Mail id for sending queries: zm.burdwan@wbsedcl.in with a CC to d.pal@wbsedcl.in within 30.10.2023. However, sending queries or attending pre bid meeting are not mandatory and will not be a cause for disqualification of the bidders.

IB.6. Clarification of Bidding Documents:

If there be any discrepancy or obscurity in the meaning of any clause of the bid document, such queries must be sent to the Zonal Manager, Burdwan Zone through email. Mail id for sending queries: zm.burdwan@wbsedcl.in with a CC to d.pal@wbsedcl.in. Such query received from vendors shall only be discussed by tender committee. No other query except email will be clarified. After submission of bid, correspondences regarding changes in taxes, duties or statutory obligations if any can only be made. Correspondences in any other form shall be treated as 'Bad Conduct''. If any changes are decided by the tender committee based on the query received from the vendors, the same will be uploaded in the website https://wbtenders.gov.in and no other communication shall be made afterwards. The clarification given shall be final and binding on the bidder.

- **IB.7.** Amendment / Addenda of Bidding Documents: At any time, prior to the deadline of submission of Bid, WBSEDCL may, for any reason, modify the Bidding Documents by issuing Addenda / Amendments and the same will be uploaded in the website https://wbtenders.gov.in only in due time. WBSEDCL shall not have any obligation to inform the vendors through any other mode of communication.
- **IB.8.** Language of the Bid: The bid so prepared by the bidder and all other correspondences and documents relating to the bid, exchanged by the bidder and WBSEDCL, shall be written English Language only.
- **IB.9. Period of validity of Bid:** The bid shall remain valid up to 6 (six) months from the date of opening of Technical Bid of the tender. WBSEDCL may request to extend Validity of the bid beyond Six Months if required so, without any change in offer.

IB.10. Earnest money [Bid Guarantee]:

IB.10.1. Earnest Money: - Earnest Money Deposit shall be submitted through online mode through the e-Tendering portal (https://wbtenders.gov.in). All offline instruments like Bank Draft, Pay Order etc. will not be accepted 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
- **IB.10.2.** 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
- **IB.10.3.** 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.
- **IB.10.4.** No interest shall be payable by WBSEDCL on the above Bid Guarantee.
- **IB.10.5.** The Bid Guarantee shall be forfeited for any of the following reasons:
 - If during the period of bid validity, the bidder withdraws or modifies the bid in part or as a whole.
 - If the successful Bidder/ Bidders fails/fail to accept the order unconditionally as per "Acceptance of LoA" clause of bid document or fails/fail to furnish the contract performance guarantee as stipulated in PBG clause of bid document
 - If any cartel is formed by the bidder in their quotation.

IB.10. General guidance for e-Tendering:

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

- **IB.10.1. Registration of Bidders**: Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the e-Procurement system, through logging on to https://wbtenders.gov.in.
- **IB.10.2. Digital Signature certificate (DSC):** Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.
- **IB.10.3.** The bidder can search and download NIeT & Tender Documents electronically from the website mentioned in Clause IB.2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

IB.11. Signing of Bids:

- **IB.11.1.** The bid shall be downloaded from the website www.wbtenders.gov.in and shall be signed by a person / persons duly authorized by the bidder.
- **IB.11.2.** To be qualified for evaluation and finalization of contract, Bidder/ Bidders shall submit a written power of attorney, authorizing the signatory of the Bid to act on behalf of the Bidder in the form and manner which is acceptable by WBSEDCL.
- **IB.11.3.** All the pages of the bid and where, entries/ amendments have been made, shall be signed by the person/persons signing the bid.
- **IB.11.4.** The complete bid shall be without alterations, interlineations or erasers, except those to accord with instructions issued by WBSEDCL or as necessary to correct errors made by the bidders, in which case such corrections shall be initialed by the person/persons signing the bid. Bids not duly signed/ digitally signed shall be treated as cancelled.

IB.12. Submission of Bid: Bids shall be submitted as under:

- **IB.12.1. General process of submission:** Tenders are to be submitted online through the website **https://wbtenders.gov.in.** All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the specified locations of Technical Bid.
- **IB.12.2.** The bidder needs to download the Forms / Annexure / BOQ, fill up the particulars in the specified Cell and upload the same in the specified location of Technical folder / financial folder. Original copies of the uploaded documents may be submitted for physical verification if required by the Tender Inviting Authority at the time of technical evaluation.
- **IB.12.3.** The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.
- **IB.12.3.1. Technical Proposal**: The Technical Proposal shall contain all requisite documents in the following standardized formats in one cover (folder) which contains the followings: -

1. DOCUMENTS TO BE UPLOADED:

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

(A) Statutory Documents:

- a) Annexure-I: Format of Bid Proposal
- b) Annexure-II: Mandatory Condition.
- c) Annexure -III: Letter of Bid.
- d) Letter of Undertaking (Annexure-IV)
- e) Holiday Listing (Annexure-VI)
- f) Bidder Details (Annexure-VII).
- g) Annexure VIII: MAF (Manufacturer Authorization Form)
- h) Certificate regarding Summary Statement of Yearly Turnover (Annexure-IX) for the financial Year 2020-21 and 2021-22.2022-23.
- i) STATEMENT OF ORDERS EXECUTED DURING THREE FINANCIAL YEARS (2020-21, 2021-22,2022-23) (Annexure-X).
- j) Annexure XI: Bank Details.
- k) EMD Deposit acknowledgement.
- I) NIT with any corrigendum by signing each page by the authorized representative of the bidder.

(B) Non-Statutory Documents:

a) Professional Tax (PT) Payment Certificate for the year 2022-23

- c) P.F. and ESI Registration certificate and challan for the month of December 2022
- d) GST Registration no. to be enclosed.
- e) Pan Card.
- f) Income Tax return for the Financial Year 2020-21 and 2021-22, 2022-23.
- g) The prospective bidder needs to submit valid copies of audited financial statement appointed under Companies Act, 2014 in this regard of last three Financial Years (i.e. 2020-21, 2021-22 and 2022-23
- h) Registration Certificate under Company Act (If any).
- i) Registered Deed of partnership Firm/ Clause of Association & Memorandum.
- j) Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
- k) Current Year no objection Certificate issued by the Assistant Register of Co-Op(S) (ARCS).
- I) Valid byelaws are to be submitted by the Registered labour Co-Op(S), Engineers' Co.-Opt. (S).
- m) Self-attested copies of orders with work completion certificates from Client to establishwork 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 2022 	
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) Partnership Deed -for Partnership Firm c) Incorporation certificate - for Ltd Company	
04.	Credentials	Credential	a) Documents fulfilling Mandatory Condition (Annexure-II) b) STATEMENT OF ORDERS EXECUTED DURING THREE FINANCIAL YEARS (2020-21, 2021-22,2022-23) (Annexure-XI). c) Certificate regarding Summary Statement of Yearly Turnover (Annexure-X) for the financial Year 2020-21,2021-22 & 2022-23.	
05.	Financial Information	Financial Information	 a) Annual Audited Financial Report for the financial years 2020-21, 2021-22& 2022-23 to be submitted for verification. b) IT Return for the financial years 2020-21,2021-22 & 2022-23. 	

Note: Bidders are to keep track of all the Addendum/Corrigendum issued with a particular tender and upload all the above digitally signed along with the NIT. Tenders submitted without the Addendum/Corrigendum (if any) will be treated as informal and liable to be rejected. Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder. Failure of submission of any one of the above mentioned documents will render the tender liable to summary rejection.

IB.12.3.2. Financial Proposal: The financial proposal should contain the following documents in one cover (folder). **Bill of Quantities (BOQ)**

The bidder is to quote the rate in the blank spaces marked for quoting rate in the BOQ sheet. Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder. Any deviation in the format, content (Other than entry of the quoted price at the desired blank spaces) of the Price bid/BOQ will render the tender liable to summary rejection.

IB.12.3.3. Conditional and incomplete tenders are liable to be rejected.

IB.13. Late Submission of Bid: Bidder shall take all possible measures to submit the bid within the schedule date & time at specified folder/location prescribed elsewhere in the bidding document. Late submission of bid for whatever reason shall not be accepted.

IB.14. Evaluation of tenders will be done in the following steps:

IB.14.1. Opening of Technical Proposal

- **IB.14.1.1.** Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- **IB.14.1.2.** Intending bidders may remain present if they so desire.
- **IB.14.1.3.** Decrypted (transformed into readable formats) documents of the Statutory and Non-Statutory Covers will be downloaded for the purpose of evaluation.

IB.14.2. Techno-commercial Evaluation of Tender

- **IB.14.2.1.** While evaluation, the Tender Inviting Authority or his authorized representative may summon of the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- **IB.14.2.2.** The summary list of tenderers, whose bids will be found techno- commercially eligible, will be available in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers.
- **IB.14.2.3.** If any kind of financial quotes are found within the technical proposal, the respective bids will be liable for rejection.

IB.14.3. Opening and evaluation of Financial Proposal

- **IB.14.3.1.** Financial proposals submitted by the tenderers in the prescribed format i.e in BoQ sheet and declared technocommercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- **IB.14.3.2.** The encrypted copies will be decrypted and evaluated online.
- **IB.14.3.3.** After opening of the financial proposal the preliminary summary result containing inter- alia, name of bidders and the rates quoted by them will be uploaded.
- **IB.14.3.4.** The Tender Accepting Authority may ask any of the tenderers to submit justification for supporting the rate quoted by that tenderer.
- **IB.14.3.5.** No deviation in any form in the price-bid sheet is acceptable.
- **IB.14.3.6.** For any discrepancy in the amount of figures and words, the quoted amount in figure will prevail.
- **IB.14.3.7.** Revision/withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority.

IB.14.4. Price:

- **IB.14.4.1.** The Bidder shall indicate the prices in Indian Rupees only.
- IB.14.4.2. Incomplete or partial quotation will not be accepted and shall be liable to be rejected.
- **IB.14.4.3.** No deviation in any form in the Price Bid Sheet is acceptable
- **IB.14.4.4.** Prices quoted by the Bidder shall be fixed. Bid/tenders submitted with adjustable price quotations will be rejected.
- **IB.14.4.5.** Rates quoted should be for the material mentioned in BoQ only.
- **IB.14.4.6.** No extra costs shall be paid for change of the defective spares if any during warranty period.
- **IB.14.4.7.** Total price offer shall be submitted in BoQ only.
- **IB.14.4.8.** The prices shall remain FIRM until completion of the job for which the contract is awarded. Taxes and duties shall be payable as applicable and as per prevailing rate.
- **IB.14.4.9.** The Bidder, at his own cost, responsibility and risk may visit the Site of Service and may obtain relevant information before quoting the rates. The costs of visiting the Site shall be at the Bidder's own expense.

IB.15. Acceptance of Tender:

Amongst the technically qualified bidders, L1 bidder will be decided based on price bid evaluation for the overall work after satisfying each sub-category. Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons.

IB.16. Time Schedule: The entire activity as per scope of work shall start after issue of LOA. <u>Date of issue LOA shall be</u> considered as zero date.

Activities	Time of Completion	
Testing / Inspection of Batteries	Within 4 weeks from Zero date.	
Delivery, Installation, Commissioning and Acceptance	Within 4 Weeks from the date of	
of Batteries	providing Delivery Instruction .	
Mayorby Comisso	5 years from the date of installation and	
Warranty Services	commissioning of the batteries.	

- **IB.17. Taxes, Duties and other levies:** The bidder shall be solely responsible for the taxes that may be levied on the vendor's persons or on earning of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the employer. The WBSEDCL shall not take any responsibility whatsoever regarding taxes under Income Tax Act 1961, for the contractor or his personnel.
- **IB.18. Statutory Obligations:** Statutory obligations as per law of the land are to be complied.
- **IB.19. P.F. Code No. :** The vendor shall submit necessary PF code no.
- Insurance: The Contractor at his own cost shall arrange, secure and maintain all insurance as may be pertinent to the Work and obligatory in terms of law to protect his interest and interests of WBSEDCL against all perils detailed herein. The form and the limit of such insurance as defined herein together with the underwriter in each case shall be acceptable to WBSEDCL. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all times up to successful installation & commissioning and of all equipments shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in the joint names of the WBSEDCL and the Contractor, wherein the beneficiary will be WBSEDCL and the Contractor will be the custodian. The Contractor shall, however, be authorized to deal directly with the Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers.
- IB.25. Any loss or damage to the equipment during transportation, handling, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the Equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities. The Contractor shall provide WBSEDCL with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to WBSEDCL immediately after such insurance coverage. The Contractor shall also inform WBSEDCL in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revitalization, renewal etc. as may be necessary well in time at his cost, risk and responsibility.
- IB.26. The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks), workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, war risks etc. The scope of such insurance shall be adequate to cover the replacement / reinstatement cost of the equipment for all risks up to and including delivery of goods on Ex-works basis and shall cover transportation and other costs till the equipment are delivered. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/rectification value of all equipment/materials and to ensure their availability as per project requirements. The extent of contractors' liability together with the insurance cover and claim available shall be limited to the full replacement / rectification value of all equipment / material to ensure their availability as per project requirement.
- **IB.27.** Bidder shall ensure that for all activities to be performed under the Contract viz. transportation, storage, testing, Installation and commissioning etc. before equipment is handed over to WBSEDCL; the insurance cover shall only be taken from Indian Insurance Companies.
- **IB.28. Period of Contract:** Period of contract shall be 5 years from the start of warranty period.
- **IB.29. Issuance of LOA:** WBSEDCL will award the contract to the successful bidder/bidders whose bid has been determined to substantially responsive and has been determined the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. WBSEDCL shall be the sole judge in this regard.
- **IB.30.** Acceptance of LOA: The successful bidder/bidders shall submit written unconditional acceptance of LOA within 14 days (Two weeks) from date of issuance of the same. Submission of conditional acceptance of LOA shall be treated as non-compliance of this clause.
- **IB.31. Right to reject Bids:** WBSEDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of the Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.

- **IB.32. Representative of Vendors:** The successful vendor is required to nominate one Personnel as single point of contact (SPOC) with whom WBSEDCL will contact on all matters related to this job. The vendor has to specifically furnish to WBSEDCL, the name, designation, mobile no, office & residential phone no of such person for each office.
- **IB.33. Mandatory Condition:** The bidder shall provide documentary evidence satisfactory & acceptable to WBSEDCL to establish that they have the requisite credential, capability and experience to handle the contract and meet requirements of all the Mandatory Conditions indicated in **ANNEXURE-II.**
- **IB.34. Disqualification of Bidders:** Adverse report / remark on post-installation warranty service against any order from any office under WBSEDCL may disqualify the candidature of the bidder at any point of time during processing of the tender.
- **IB.35. Settlement of Disputes:** In case of any dispute arising out the contract, the same should be settled through meeting between the WBSEDCL and the contracting agency at the appropriate level. The necessary judicial affairs and/or Court Case shall be exclusively within the jurisdiction of Calcutta High Court only.
- **IB.36.** Manufacturer's Authorization:
 - The bidder (except OEM) shall submit Manufacturer's Authorization Form i.r.o. the quoted equipment I,e Batteries.
- **IB.37. Communication:** The successful vendor, for communicating with WBSEDCL, for this job may use the following modes. Telephone 8900797006. <u>zm.burdwan@wbsedcl.in</u>, <u>d.pal@wbsedcl.in</u>.

IB.38. Conflict of Interest:

- **IB.38.1.** The Bidder shall not have a Conflict of Interest that may affect the Tendering Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bid Security of the bidder shall be forfeited for the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- **IB.38.2.** Any Bidder found to have a conflict of Interest if his near relative is posted as an employee/officer in any capacity in WBSEDCL, who is associated with the Tender Inviting Authority.
- **IB.38.3.** Any Bidder found to have a Conflict of Interest if any employee of the bidding firm/company has or develops a financial or other interest with any employee/officer of WBSEDCL associated with the Tender Inviting Authority during execution of the contract.
- **IB.38.4.** Any Bidder has a relationship with another Bidder/Bidders, directly or through common third parties, that puts them in a position to have access to each-others information about, or to influence the Tendering Process of either or each of the Bidder.

SECTION: III Scope of Work [SW]

Supply, delivery, installation and commissioning of items i.e. Battery Bank, including 5 (Five) years warranty service as indicated hereunder:

SW1. Supply & Delivery of Items: -

1 Set of 40 KVA UPS battery bank (containing 240 nos, 2V, 375 AH VRLA batteries) for its large-scale critical UPS system at Asansol Scada Centre, Asansol.

- 1. Transport, on site supply, delivery, installation & commissioning of battery bank including accessories to Asansol Scada Centre, Asansol, WBSEDCL.
- 2. The on-site Installation and Configuration of Battery Banks.
- 3. Batteries may be re-installed & re-configured without any extra cost to WBSEDCL if it is required during entire contract period.
- 4. Integration & tuning of the entire system for optimum performance and trouble free operation at each location.
- 5. Performance test run of the Batteries for fine tuning.
- 6. Warranty Service of the batteries to be performed during warranty period in all the locations.
- 7. Submission OEM Certification indicating Battery serial Number.

SW2. Detail Technical Specification:

This specification covers design, manufacture, assembly of components, testing at manufacturer's works, packing, supply and delivery to site of valve regulated lead-acid (VRLA) stationary batteries and associated accessories for indoor installation. The Battery Manufacturer must have Manufacturing Unit in India and the batteries must be manufactured in India. Unless otherwise specified, the equipment shall conform to latest applicable Indian standard of equivalent IEC, British or USA standard.

Batteries for Purchase

SL. Nos.	DESCRIPTION OF ITEM	CAPACITY		QUANTITY
		VOLTS	AMPERE HOUR	
1	VRLA STATIONARY BATTERIES: Make : Exide / Amararaja / Panasonic / Rocket / QUANTA	2 Volts	375Ah	240 Nos.

All Batteries should be of the same Make, Type, Design and Rating manufactured by the factory during the same period, using the same process and materials.

Buy-Back: Removal of OLD / scrap batteries under a buy-back offer must be in the scope of supplier. Handing over the scrap batteries to a suitable Lead Recycler in adherence with the notification of the Government of India in the Ministry of Environment and Forests was published in the Gazette of India, Extraordinary, Part II-section 3 the Batteries (Management and Handling) Rules, 2001.

Batteries for Buy-Back

SL. Nos.	DESCRIPTION OF ITEM	CAPACITY		QUANTITY
		VOLTS	AMPERE HOUR	
1	VRLA STATIONARY BATTERIES: Make : Exide	2 Volts	375Ah	240 Nos.

The bidder may visit the site to inspect the facilities for the new batteries and the buy-back battery bank before quoting for the tender.

Design and Constructional Features of the Batteries to be Purchased

GTP as mentioned in the Annexure-IX (duly filled up by the bidder) needs to be uploaded by the bidder.

Type:

The battery shall be Valve Regulated Lead Acid (VRLA) Sealed Maintenance Free type with AGM (Absorbant Glass Mat) technology. JIS C8707 - Sealed Lead Acid Stationary Batteries (Valve Regulated type) and TEC G/BAT-01/02 Mar 2000 with latest amendments. Valve Regulated Lead Acid Stationary Batteries. Battery shall not require distilled water addition ever and shall suppress generation of hydrogen gas by means of such a system that the oxygen generated at positive plate is absorbed by negative plate by reaction in the battery.

Positive Plates:

Antimony or Cadmium is not acceptable in positive plate alloy.

To ensure sufficient service life, there shall be sufficient number of Positive Plate with required surface area. Each positive Plate shall be rated not more than 10% of the total Rated Capacity of the battery. For in case of 375Ah battery, each plate capacity shall not be more than 37.5Ah±5%.

Negative Plates:

Negative plates shall be designed to match the positive plates and combination of positive and negative plates shall ensure long life with minimum lifetime of five years and trouble-free operation of battery. The negative plates shall be more than the positive plate.

Container and Lid:

Should be made from polypropylene co-polymer plastics. They shall be sufficiently robust and not liable to deformation under internal operating pressures and within the temperature ranges normally encountered. It should be leak-proof, non-absorbent and resistant to the acid with low permeability. The container and lid material shall be of FR GradeVO Poly as per UL94. The container and Lid arrangement has to be 100% Leak Proof.

Valve:

Valve shall have

- have explosion proof vent closure.
- be self-releasing pressure regulating type.
- operate on opening & closing pressure between 2 to 6 Psi.
- have flame arrestor to prevent the possibility of external sparks entering the cell.

Racks/Trays

Mild steel with powder coating with anti-corrosive paint including base channel plated foundation nuts, 4 bolts etc. The colour of the Racks/Trays shall be as per available standard.

Terminals:

Terminals shall be of integral lead terminal with solid copper core suitable for minimum M6 threading inter cell, inter module and inter stack. Bone inter cell connectors & terminals shall be suitably protected by transparent covers.

Plate Assembly:

Copper terminal plate (for terminating cables) suited to support equivalent C3 discharge rate shall be provided.

Connectors:

The connectors shall be lead plated copper connector. Connector shall be suitably lead coated to withstand corrosion due to sulphuric acid.

Seal:

TIG welding shall be done for post sealing. Additional Epoxy resin sealing shall be provided for double assurance against leakage. A certificate on the sealing and the leak rate limits must be enclosed.

Self-Discharge Rate of Battery:

Self-discharge rate shall be less than 0.5% of C10 capacity per week at 27 deg. C. The bidder shall provide spec sheet and test data results confirming the same.

Charging:

The tenderer shall specify lower optimum voltage to be maintained by chargers to maintain batteries in fully charged condition for minimum water loss and maximum battery life for the systems. The tenderer shall also specify freshening charge requirement if any, for optimum battery life.

Design Float Life Expectancy of the Battery:

Design life of the battery shall be around 20 years on float mode and at 27 deg. C. The bidder shall provide spec sheet confirming the same.

Designed Cyclic Life Expectancy of the Battery at 27 deg C:

Depth Of Discharge (DOD)	Minimum no of Cycles
20%	4000 Cycles
50%	1800 Cycles
80%	1400 Cycles

The bidder shall provide spec sheet confirming the same.

Capacity of the Battery:

The bidder shall provide spec sheet and test data results.

Electrical Characteristics of the Batteries to be Purchased:

- a. The supplied batteries should be compatible with the following UPS specifications and operating modes.
 - UPS-Models are: Power One (12 Pulse) --- 40 KVA, 1 Nos at Scada Center
 - Operating modes of UPS: On-line mode (normal operation, emergency operation and by-pass operation), Stand-by ON mode, Smart Active mode, Stand-by OFF mode.
- **b.** Battery shall be suitable for Constant Current Constant Voltage Charging.
- c. Nominal Float Voltage shall not exceed 2.25 V per cell @ 27 deg.C
- **d.** Recharging shall be done at normal float voltage.
- **e.** Charging current shall not exceed 0.15 C, where C is the Capacity in Ah@ 10 hours of discharge end cell voltage 1.75 V @ 27 deg.C
- **f.** Battery shall not demand boost charging at any point of time during its operation.
- **g.** Battery shall not demand equalizing charge at any point of time during its operation.
- **h.** The Ampere Hour Efficiency shall be Minimum 90% and Watt Hour Efficiency shall not be less than 80%. *The bidder shall provide test data results confirming the same.*
- **i.** The internal resistance of each cell at fully charged condition shall not exceed 0.40 Milli Ohms. *The bidder shall provide spec sheet confirming the same.*
- **j.** 100% cells shall be tested for leak free performance. **Vendor shall attach a copy of the test report along with the dispatch documents.**
- **k.** Vendor is expected to monitor the voltage and current data of the cells during initial charge and test discharge by means of automatic data logging for traceability. **Vendor shall maintain the data base of the same and provide the document to WBSEDCL as and when called for and this is binding for contract period.**
- **l.** The vendor shall test the batteries for all parameters specified in this document every year. The batteries should not have lost more than 20% of its initial capacity at the end of contract period i.e till end of warranty period.

Marking:

Each cell shall be marked in a permanent manner to indicate the following information.

- Manufacturer's type and trade name.
- Cell number.
- Type of plate.
- Ah capacity at 10 hr rate.
- Type of container.
- Month and year of manufacture / Batch No. etc.,
- Test for C10 Capacity and Voltage During Discharge.
- Ampere Hour and Watt Hour Efficiency Test.

SW3. Inspection, Testing & Acceptance of the Equipment:

WBSEDCL may go for Testing of batteries if it desires so. Inspection/ Testing may be for all equipment or 10% of total equipment to be supplied. Offer should reach at this end from contractor within 14 days from the date of placement of the LOA. WBSEDCL within 14 days from the receipt of such communication will inspect and check the batteries and provide the required feedback regarding dispatch instruction.

Batteries shall be subjected to test as considered essential by WBSEDCL at the factory premises of OEM prior to issue of necessary dispatch clearance by WBSEDCL. The successful bidder shall provide necessary infrastructure, all necessary test equipment & other facilities (like accommodation, local transport etc.) required by WBSEDCL for the said testing without any extra cost to WBSEDCL.

The contractor shall submit factory test reports of batteries and test results to the controlling officer for availing dispatch clearance.

WBSEDCL may at its discretion engage third Party for factory testing of any Material on behalf of WBSEDCL. The personnel of outside agency, if engaged, shall be considered as the representative of WBSEDCL & the test reports furnished by them shall be binding. However, cost of such engagement of third Party for testing will be borne by WBSEDCL.

In case the item gets rejected by WBSEDCL, the contract may be terminated immediately after serving 15 days' notice to the successful bidder.

All tests and inspection shall be made at the place of manufacturer unless otherwise specially agreed upon by the manufacturer and the WBSEDCL. The manufacturer shall provide WBSEDCL all reasonable facilities, without charge to satisfy him that the material is being supplied in accordance with this specification.

Tests:- General:-

The equipment including all components and accessories shall be subjected to all type of tests including Routine and acceptance tests in accordance with provision contained in relevant standard.

Type Test: -

The Bidder shall have to submit along with their Tender documents, as pre-requisites, the complete type Test Reports as stipulated in the relevant IS/IEC, carried out within 5 years from the due date of Tender, from CPRI/NABL accredited/Govt. recognized Test House or Laboratory on the offered Item having identical design and same/higher AH rating, failing which their offer may not be technically acceptable.

Routine and acceptance Tests: - Routine & acceptance tests shall have to be carried out in compliance with provision contained in the relevant standard and / or to ascertain satisfactory performance of the offered device at the works of the Manufacturer. The acceptance tests shall have to be conducted in the presence of authorized representative of the purchaser.

During the Acceptance at the WBSEDCL premises, the entire Battery Bank will be charged and discharged to a minimum of 3 to 5 cycles to a safe value prescribed by the vendor / supplier / OEM etc., with an external load in the presence of an infrastructure person or team from WBSEDCL. The external load has to be arranged by the supplier.

SECTION: III

General Conditions of Contract [GCC]

GCC.1. General Terms:

- GCC.1.1. The entire job shall be executed on TURN KEY concept.
- **GCC.1.2.** The WBSEDCL reserves the right to reject the material, even after delivery, if any deviation from tendered specifications will be found in the supplied materials at any point of time.
- **GCC.1.3.** The bidder shall submit declaration of OEM (applicable for OES) that they will ensure supply and delivery of necessary material of their make for minimum period of 5 (Five) Years for Batteries. For OEM self-declaration is to be submitted on this matter.
- GCC.1.4. The Bidder should have an office establishment in Kolkata, West Bengal.
- **GCC.1.5.** For timely completion of the job, WBSEDCL reserves the right to divide/split/modify/cancel the entire job during placement of order without showing any reason whatsoever.
- **GCC.1.6.** The bidder has to furnish all the information as required regarding their offer.
- **GCC.1.7.** Quotation from any sub-vendor will not be entertained.
- GCC.1.8. Any form of consortium will not be allowed.
- **GCC.1.9.** The bidder shall satisfy WBSEDCL with his ability to perform the service.
- **GCC.1.10.** All correspondence, documents and Bid, exchanged between the Bidder and WBSEDCL shall be written in English language. Failure to comply with this request may disqualify a bidder.
- **GCC.1.11.** The Company reserves the right, to reject any or all the tenders, at its discretion, without assigning any reason whatsoever.

GCC.2. Force Majeure:

- **GCC.2.1.** The vendor shall be under no liability if the vendor is prevented from carrying out any of the vendor's obligations by reason of war, Invasion, act of foreign country, hostilities, riots, civil commotion, mutiny, accident, earthquake, fires, floods, orders and / or restrictions and other cause beyond the reasonable control of the vendor. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents / proofs to the entire satisfaction of WBSEDCL.
- **GCC.2.2.** WBSEDCL will not take any additional liability towards enhanced taxes, duties and price variation due to force majeure condition.
- **GCC.3.** <u>Cancellation/Termination of Order:</u> WBSEDCL shall have the right to repudiate the contract if the work is not being performed as per satisfaction and as per "Time Schedule" Clause. The following causes may also lead to cancellation of LOA.
 - **GCC.3.1.** Non acceptance of LOA as per "Acceptance of LoA" clause.
 - GCC.3.2. Non submission of Performance BG within time.
 - **GCC.3.3.** If failed to implement the project.
 - **GCC.3.4.** If conflict of interest found as per clause no IB.38.
 - GCC.3.5. In each above cases 15 days' termination notice shall be issued prior to termination of LOA.

GCC.4. Performance Guarantee:

GCC.4.1. For Supply Delivery Installation and Commissioning of all materials, as contract security, the successful bidder has to furnish a performance Guarantee in the form of Bank Guarantee on non-judicial stamp paper of Rs.100/-by any Schedule Bank in India, as per format enclosed (ANNEXURE-XII). The BG shall be submitted to the Zonal Manager, Burdwan Zone, WBSEDCL, 2nd Floor, Administrative Building, Power House Complex, Khosbagan, Burdwan-713101. As Performance BG, 3% of Contract Price to be submitted within four weeks from the date of issue of LOA. Validity of BG will be 5 (Five) years 6 (Six) months from the date of LOA and claim period will be further 3 (three) months.

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

The Performance Guarantee is liable to be forfeited in case of non-compliance of order or failure to complete the order.

GCC.5. Arbitration & Legal Jurisdiction:

- **GCC.5.1.** During execution of this contract, if any dispute arises thereby, shall be settled amicably between WBSEDCL and yourself to the extent possible.
- **GCC.5.2.** All disputes or differences in respect of which the decision if any has not become final shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 or any statutory modification thereof. The venue of Arbitration shall be Kolkata only.
- **GCC.5.3.** The necessary legal affairs and / or court case shall be exclusively within the jurisdiction of Calcutta High Court only.

GCC.6. Delivery & Storage of Equipment:

- GCC.6.1. E-Waybill may be generated from the vendor's end and must be submitted in hard copy during delivery of the materials otherwise the materials will not be received. Delivery of materials and equipments are to be made at respective locations. Accordingly, delivery challan shall be raised. Such materials and equipments, just after receipt would be handed-over to the agency against their receipt duly signed by authorized signatory, for installation purpose. The entire responsibility of proper storage, handling, re-transport actual location of installation and insurance against all risks would be vested with the contracting agency and WBSEDCL will not be responsible for any loss, theft or damage of equipment in any manner whatsoever till the same are installed and commissioned and taken-over by WBSEDCL.
- **GCC.6.2.** All supplied items should be certified by respective OEM mentioning sl. no. for the particular LOA which would be placed on successful bidder. The certificate from OEM containing sl. No. of equipment should be submitted along with Bill "on delivery" as per terms of payment.
- GCC.6.3. All transit risks & costs shall have to be borne by the contractor.
- **GCC.7.** <u>Liquidated damage</u>: The timely completion of entire Job as per "Completion Time" Clause is the basic consideration and essence of the contract and WBSEDCL reserves the right to repudiate the contract if the successful bidder fails to complete the work within stipulated period for completion. However, the ordering authority may, at his discretion waive this condition with imposition of liquidated damage indicated herein below.
 - GCC.7.1. Delay in implementation of the project: If the successful bidder fails to complete the work within the completion time as stated in the Clause of "Time Schedule", a L.D @ of ½% of the contract price per day of delay subject to a maximum of 10% of Contract price of the LOA shall be imposed on the successful bidder. As it is a turn-key job & mere supply of equipments cannot be construed as completion of work, hence for the purpose of this clause, work will be treated as finished only when successful installation, commissioning and trial run and acceptance of the material will be completed. L.D., if applicable, will be deducted from bills on installation & commissioning or from any outstanding bills / bank guarantee lying / to be lying with WBSEDCL.
 - GCC.7.2. During Warranty Period: Failure to set right the malfunctioning or to rectify fault of the system within the schedule downtime as indicated in the "Warranty Service" of "Time Schedule" clause, a deduction at the rate of 5% (five percent) cost of particular material per day or part thereof subject to maximum of 10% cost of particular equipment will be recovered as L.D. from the contractor. Liquidated Damage, if applicable during warranty period, will be recovered from any outstanding bills / bank guarantee lying / to be lying with WBSEDCL.

GCC.8. Completion Time:

- GCC.8.1. Completion time for execution of the project in turn-key basis shall be 4 (four) weeks from the date of providing Delivery instruction. The successful bidder shall complete the entire job including delivery of equipment, installation and commissioning within scheduled completion time as stipulated in this clause. Date of placement of LoA shall be considered as zero date.
- GCC.9. Risk Purchase / Performance: Completion time (Six weeks from Zero date) stipulated in the clause no. "GCC.8 Completion Time" shall be deemed to be the essence of the contract and if the contractor fails to deliver, install and commission the consignment within the completion time i.e. within Six Weeks from zero date, the purchaser shall be entitled to purchase such consignment and if not available the best and nearest available substitute elsewhere on the account and at the risk of the contractor or to cancel the contract and the contractor shall be liable to compensate for any loss or damage which the purchaser (WBSEDCL) may sustain by reason of such failure on the part of the supplier. Recovery will be made from the outstanding bills and/or through encashment of any Bank guarantee of the contractor lying/ to be lying with WBSEDCL.

GCC.10. Warranty:

- The entire items, supplied, installed and commissioned i.e. Batteries and accessories, etc. will have warranty for trouble free operation. The warranty period will be 5 (five) calendar years for Batteries without any extra cost to WBSEDCL, from the day after the last date of installation. During this period, it will be responsibility of the selected bidder to maintain and support the system fully and ensure proper availability of service. Services necessary for maintenance of all the above shall be bidder's responsibility.
- GCC.10.2. Service calls have to be attended within the 24 hours. The faults are to be rectified within a period of another 12 hrs (It is applicable for all the three locations) from the time of booking of complaint during the warranty period. For downtime calculation, the day and time on which the call is logged and day and time on which the call is closed will be considered. Sundays & Holidays will not be counted towards calculation of downtime. Replacement of major defective items have to be made within 24 hrs from attending the call.
- **GCC.10.3.** During the warranty period, preventive maintenance of all the major materials like Batteries at least once in every three months must be done by the contractor to avoid breakdown / malfunctioning of the system. In charge of the mentioned location/ supervising officer will inform the breakdown / failure of system to the vendor over phone.
- **GCC.10.4.** The contractor must maintain 24X7 centralized call registration system and acknowledge each and every call with a unique call docket no., which is to be used for further reference.
- **GCC.10.5.** If a Battery bank as a whole does not meet the required power/storage requirements as mentioned in this document any time during the warranty period, the vendor must provide replacement and assure quality with the appropriate tests to match the original specifications.

GCC.11.Limitation of liability:

Except in cases of gross negligence or willful misconduct:

- GCC 12.1. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the bidder to pay liquidated damages to WBSEDCL, and
- GCC 12.2. The aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing of replacing defective equipment/solutions, or to any obligation of the bidder to indemnify WBSEDCL with respect to patent infringement.

GCC.12. <u>Submission of bills for payment:</u>

GCC.12.1. Bills against Delivery, Installation and Commissioning are to be submitted in triplicate with relevant papers and documents to the Zonal Manager, Burdwan Zone, WBSEDCL having address as "2nd Floor, Administrative Building, Power House complex, Power House Para, Khosbagan, Purba Bardhaman-713101.

GCC.13. Terms of Payment:

- **GCC.13.1.** No advance payment will be made against this order in any circumstances for turn-key implementation of entire job.
- **GCC.13.2.** Payment shall be made in Indian Rupee only.
- **GCC.13.3.** Payment will be released after successful completion of entire work including Supply, delivery of the materials, Installation, Commissioning and Acceptance of material as mentioned in "Scope of Work "and after submission of valid performance BG.
- **GCC.13.4.** Xerox copy of GST registration certificate.
- **GCC.13.5.** Xerox copy of Order,
- **GCC.13.6.** Bills are to be certified by both Controlling and Supervising Officer.
- **GCC.13.7.** Bills are to be submitted to the office of Zonal Manager, Burdwan Zone, WBSEDCL having address as "2nd Floor, Administrative Building, Power House complex, Power House Para, Khosbagan, Purba Bardhaman-713101.

GCC.13.8. On Delivery, Installation ,Commissioning and acceptance:

GCC.13.8.1. Calibri 95 % of contract price value plus 100% tax on those materials subject to submission of PBG of 3% of the order Value and also if the contract value will be in range of -20% to -80% of the estimated rate shall furnish an Additional Performance Security of 10% of the order value.

GCC.13.8.2. Enclosures: Successful Installation and commissioning certificate indicating date of installation and acceptance signed by the concerned Consignee & Supervising Officer.

GCC.13.8.3. 5% of contract price value will be released after successful completion of contract period.

GCC.14. Detail Address of Delivery Location

Asansol Scada Center, WBSEDCL, Asansol, Paschim Bardhaman

GCC.15.WBSEDCL personnel for liaison:

GCC.15.1. Controlling Officer:

Zonal Manager, Burdwan Zone, WBSEDCL. - He would issue the successful completion certificate.

GCC.15.2. Consignee & Supervising Officer:

S.E, attached to the Asansol Scada Center - He will supervise & monitor all the activities.

GCC.16. Paying Authority:

Manager (F&A), Burdwan Zone, WBSEDCL.

Enclosure:

- Annexure-I: Format of Bid Proposal
- 2. Annexure-II: Mandatory Condition.
- Annexure –III: Letter of Bid.
- Annexure –IV: Letter of Undertaking
- Annexure –V: Bank Solvency Certificate
- Annexure –VI: Holiday Listing
- Annexure –VII: Bidder Details
- Annexure –VIII: MAF (Manufacturer Authorization Form)
- Annexure-IX : Additional Performance Bank Guarantee
- Annexure-X: Certificate regarding Summary Statement of Yearly Turnover for the financial Year 2020-21, 2021-22 and 2022-23.
- Annexure-XI: Statement of orders executed during last three financial years (2020-21, 2021-22, 2022-23)
- 12. Annexure-XII: Format of Performance BG.
- 13. Annexure XIII: Bank Details.
- Annexure XIV: Guaranteed Technical Particulars (GTP).

Burdwan Zone, WBSEDCL

BID PROPOSAL

From

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

rdX .

Tender Reference :

To
The Zonal Manager
Burdwan (D) Zone, 2nd floor,
Administrative Building,
Power House Complex,
Burdwan-713101

Sub.: Invitation to bid for Supply, Delivery, Installation Supply, delivery, installation and commissioning of items at Asansol Scada Control Center including 5 (Five) years warranty service.

Dear Sir,

1. We the undersigned Bidder/(s), having read and examined in details the specifications and other documents of the subject Tender, do hereby propose to execute the contract as per specification as set forth in your Bid-Document.

2. PRICES AND VALIDITY:

- 2.1. The rate of the said procurement contract including warranty service is FIRM during the entire period of the Contract and not subject to any price adjustment as per in line with the Bidding Documents. All prices and other terms and conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of the price bids. We further declare that prices stated in our proposal are in accordance with your bidding.
- 2.2. All duties & taxes and other Levies, if any, applicable on transaction from us to you payable extra by you against production of documentary evidence to be submitted by us.

3. BID GUARANTEE:

We have enclosed a Transaction slip/ Challan (generated in e-tender portal wbtenders.gov.in during submission of Bid Guarantee) as a proof of submission of Bid Guarantee in online mode for an amount of Rs......

4. DEVIATIONS:

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

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

5. CONTRACT PERFORMANCE GUARANTEE:

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent to 3 percent (Three) of the Contract Price as stipulated in Bid document in the form of Bank Guarantee (Please specify the form of guarantee) in your favor within 30 (Thirty) days from the date of placement of Letter of Award.

	Datedthisday of2023. Thanking you, we remain,	Yours faithfully,
Place		(Signature)
		(Printed Name)
		(Designation)
		(Common Seal)
Business Addres	SS:	

Name & Address of Authorized Signatory:

10 percent (Ten) of the contract amount before placement of Award of Contract.

We also agree that if our proposal accepted and our bids in a range of -20% to -80% of the estimated rate, we shall furnish an Additional Performance Security in the format given in the Annexure(XII) which shall be equal to

Mandatory Condition

SI No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No
1	Average Annual Turn Over for the three financial years i.e. 2020-21,2021-22, 2022-23 must be at least 6 lakhs.	Provide the turnover in a separate sheet (as per Annexure-X) with Auditor's signature along with following supporting document duly attested i. Audited Balance Sheet for the 3 years as mentioned. ii. PL Account for the 3 years as mentioned.	
2	Financial Capability to handle a single Project of Rs. 15 Lakhs.	i) Banker's certificate/self declaration regarding financial capability issued for financial years 2020-21, 2021-22, 2022-23.	
3	Must have capability of Supply, delivery, installation and commissioning of batteries as mentioned in the NIeT. The Bidder must have a Toll Free Number / contact no for service support where user shall log complaints. The Bidder should have office facility available in Kolkata, West Bengal.	i. Centralized Electronic Call log-in facility along with Toll Free phone no/ contact no. ii. Address of Kolkata Office.	
4	Must have experience of at least two similar projects for Supply, Delivery, Installation and Commissioning Battery Banks with Project value not less than 5 Lakhs each .	 i. Statement of orders executed during last Three financial years (Vide Annexure-XI) i.e for financial years 2020-21, 2021-22,2022-23. ii. Work orders mentioning order reference from Ordering Authority with successful work completion/on-going Certificate to be enclosed. 	
5	Should be a partner of the OEM of batteries like Exide/ Amara Raja or should have back-end agreement with such Major OEMs for entire contract period of 5 years	MAF/ OEM certification (Annexure – VIII) stating OEM's parts/spares/ support will be provided as and when required during entire contract period of 5 years. GTP to be submitted by the bidder as per annexure – XIV.	
6	The bidder should be either OEM (Original Equipment Manufacturer) of the equipment or OES (Original Equipment Supplier) of such OEM (should produce documentary evidence from the OEM in this regard). OEM certification is mandatory for OES.)	In case bidder is not OEM then manufacturer authorisation letter to be submitted.	
7	The bidder should have its own Engineers for direct support.	List of Engineers details to be enclosed.	
8	Bidder must Comply with all statutory obligations.	Provide the following required nos. in a separate sheet (as per Annexure- VII) duly attested with following supporting documents. i. Copy of PAN Card ii. GST certificate iii. Registration no of the company	
9	The bidder shall have a registered office in Kolkata and having operations in India for the last three years .	A documentary proof with complete address details and contact person details and Certificate of Incorporation.	
10	The vendor shall maintain sufficient spare of equipments in spare-bank located at Kolkata/ West Bengal at his own cost for a total contract period.	Self declaration.	
11	Must comply to the Conflict of Interest clause as mentioned in the tender.	Self declaration	

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

To, The T	Tender Committee,
	Sub: Letter of Bid for the work
Ref	: 1. NIeT No dated
	2. Tender ld No
Dear Sir,	
W	e offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIeT document as
available	in the website. The details of the EMD being submitted by us has been furnished on-line.
Th	is Bid and your subsequent Letter of Acceptance / Work Order shall constitute a binding contract between us.
W	e hereby confirm our acceptance of all terms and conditions of the NIeT document unconditionally.
	(Signature of the Tenderer with Seal)
	Dated

PROFORMA FOR LETTER OF UNDERTAKING TO BE SUBMITTED BY THE BIDDER

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

	, Partner/Legal Attorney/ Accredited Representative s, solemnly declare that:
1.	We are submitting Tender for the Workagainst Tender Notice Noadated,dated,
2.	None of the Partners of our firm is relative of employee of(Name of the Company).
3.	All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4.	All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
5.	If any information and document submitted is found to be false/ incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning / delisting of our firm and all partners of the firm etc.
	(Signature of the Tenderer with Seal)
	Dated

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 hasbeen placed on black list or holiday list declared by 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 there of 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

BIDDER DETAILS

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

(Signature and Seal of Bidder)
Dated

Manufacture's Authorization Form (MAF)

ANNEXURE-VIII

						Date			
der	Reference No.& Tender ID.					_			
Deai	r Sir,								
	We								
		(Equipment)	having	Fact	ories at				
		confirms that ,	M/s					(Name	
agre	ress of Bidder herein after ement for the purchase a tled and authorized to the fo	and resale of							
(a)	Resale, and/or distribute		(OEN	1) produ	ucts and/or se	rvices in	India to 6	end users within t	
	Territory.								
(b)	Bid, negotiate and concl	ude a contract wi	ith			for	the abov	ve products/serv	
	manufactured or supplied	by		(OEM) .				
		(OEM) will	, within the s	cope of	its agreement	with it	s authoriz	ed channels, prov	
	product warranty services	and technical supp	ort for			_ (OEM)	products	obtained through	
	product warranty services and technical support for (OEM) products obtained through it authorized channels for a defect liability period mentioned in the Tender document referred above, from the date of								
	installation at(Work-site name).								
	(OEM) certify that, the equipment being sold would not be declared End of								
	Sale (EoS) within defect substitute in case EoS of	liability period a	nd that				_(OEM) s	hall supply suita	
	substitute in case EoS of	equipment. Also			(OEM)	certifies	that the	products being	
	would be covered under \	• • • • • • • • • • • • • • • • • • • •	• •		• •	be avai	lable for o	defect liability pe	
	from the date of installation					NA:- /NA:-			
		additional inf							
	at	(Mobile No	o.) of			(E-ma	ווו וט).		
	Yours faithfully,								
	Name of the person:								
	For and on behalf of M/s.								
	Designation:								
	Contract Details:								
	Date:								
	Place:								
	(Name of Original Equipme	ent Manufacture- Of	M) (Seal of OE	M)					

FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT (To be stamped in accordance with Stamp Act)

To,
WHEREAS(Name and address of the Contractor) (hereafter called "the Contractor" has undertaken, in pursuance of Contract No
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 or guarantee)
Weindicate 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 not withstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunalthe 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 except with the previous consent of you in writing.	y undertake not to revoke this guarantee
This Guarantee shall be valid up toit come into force with and valid for a period upto the time of end of validity period for the stated for the Bank Guarantee. Notwithstanding anything mentioned above our liangle(Rupees	contract plus claim period of three months'
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.	Ç
Signed and sealed this dayof2023	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.

Certificate regarding Summary Statement of Yearly Turnover

This is	to certify th	hat the following s	tatement is the summary of the au	dit report /tax audit report arrived in favour
of			for the any three co	nsecutive years or for such period since
incept	ion of the F	irm, if it was set in	less than such three year's period.	
			Financial	
	SI. No.	Year	Turnover rounded up to two digits after decimal (Rs. In Lakh)	Remarks
	1.	2020-21		
	2.	2021-22		
	3.	2022-23		
	To	otal		
	A۱	verage Turnover:		
Note	:			
1. A	verage turn	over to be express	ed in lakh of rupees, rounded up to	two digits after decimal.
2. A	verage turn	over for 3 years to	be obtained by dividing the total to	urnover by 3.
			(Signature with De	esignation & Seal)
			Dated	

STATEMENT OF ORDERS EXECUTED DURING THREE FINANCIAL YEARS (2020-21, 2021-22,2022-23).

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

								1
•	NB: Min	nimum 2 Nos of o	orders must b	e of Suppl	ly, Delivery, Ir	nstallation	and Commissioning Ba	attery Banks.
					·		IE TENDERER WITH OFF	FICE SEAL)
					Dated		·	

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

Ref No	-		Date:
To The West Bengal State Electricit Vidyut Bhavan, Salt Lake, DJ Block, Sector-II, Kolkata -700 091 (India).	y Distribution Company Limi	ted,	
Dear Sir,			
which expression shall unless administrators, executors and at	repugnant to the context assigns, a Contract by for (nee Guarantee for the faithfue vide Order No	context or meaning the context or meaning there or meaning thereo issue of Order No Scope of Contract) and all performance of the Scope of the Sco	nereof include its successors, with its red to as the 'Contractor') f, include its successors, dated valued the Contractor having agreed service to *%(percent) of (reference of original order), its Head Office hich expression shall, unless ors, executors and assigns do s payable by the Contract to (year) without any demur, ctor. Any such demand made
by WBSEDCL on the Bank sh and the Contractor or any disput Bank undertakes not to revoke further agrees that the guarant	nall be conclusive and bindi te pending before any befo this guarantee during its	ng notwithstanding any o re any Court, Tribunal currency without previo	difference between WBSEDCL or any other Authority. The us consent of WBSEDCL and
this guarantee. WBSEDCL shall have the fullest from time to time extend the time fullest liberty, without affecting vested in them or of any right wand any manner, and either to Contract between WBSEDCL and The Bank shall not be released with reference to the matters commission on the part of WBSEDCL and The Bank also agrees that WBSED a Principal debtor, in the first security or other guarantee to Notwithstanding anything corto and shall remaitime to time for such period, behalf this guarantee has been gand liabilities there under unless months from the above mention.	me for performance of the gathis guarantee to postpone which they might have against enforce or to forbear to day the Contractor or any other of its obligations under the aforesaid or any of the SEDCL or any other indulged he law would but for this proceeding that WBSEDCL may have in the theory of the contract of the work of the contract of the work of the contract of the work of the wor	Contract by the Contract of from time to time the from time to time the from time to time the the Contractor and to defend the Contract of the	tor. WBSEDCL, shall have the ne exercise of any powers exercise the same at any time, contained or implied in the ecurity available to WBSEDCL. itse by WBSEDCL of its liberty my other acts of omission or CL or by any other matter or f relieving the Bank. Equarantee against the Bank as r and notwithstanding any tor's liabilities. This guarantee is restricted and shall be extended from to whose relieved and discharged from against the Bank within three
Dated thisday	of2023	at	
Witness: (Signature)	_		(Signature)

(Name)
(Designation with Bank
Attorney as per Power of
Attorney No

240 Nos Batteries to be installed at Asansol Scada Center for existing 40 KVA online UPS:

Technical Specifications for 1 Battery set Installation Location : Asansol Scada Center					
Sr.No	o Specifications Battery Set				
1	Battery set (240nos 2 V , 375 AH) VRLA				
1.1	Backup Required	3 hours on full load			
1.2	Batteries Type	Sealed Maintenance Free (SMF) - 2V Cells, VRLA, GEL			
1.3	Battery Makes	Amara Raja / Exide			
1.4	Number of Battery Banks / UPS	Single Bank system.			
1.5	Charger type / Charging Method & Charging Voltage	Float Cum Boost Voltage Solid state SMPS charger			
1.6	Battery recharge time (After complete discharge) to 90% capacity	3hour to 90%			
1.7	Battery End Cell Voltage	1.75 V/cell			
1.8	Buy Back Amount of Batteries	Directly deducted from the price of installation cost of new batteries: Details of Buyback batteries: Exists 240 nos batteries of 2V, 375 AH having make Amaron			
	Certifications				
2.1	Manufacturer	QMS (Quality Management System): As per ISO 9001: 2015 EMS (Environmental Management System): As per ISO 14001: 2015 OSHAS (Occupational health and safety management systems): As per ISO 45001:2018			

Bank Details

Bank Details for preparation of BG for EMD has been mentioned below: -

Name of bank: State Bank of India.

Name of Branch: Khoshbagan Branch.

A/C No. 30150888396 IFSC code: SBIN0003083