

# **West Bengal State Electricity Distribution Company Limited**

(A Government of West Bengal Enterprise)  
IT & Communication Cell: 3<sup>rd</sup> floor, 'D' & 'C'- Block,  
Vidyut Bhawan: Bidhannagar: Kolkata-700091,



**WBSEDCL**

**e-TENDER NOTICE**  
(LOCAL COMPETITIVE BIDDING)

**BID DOCUMENT**

**Vehicle Tracking System (VTS) for LT and HT Mobile Van of WBSEDCL plying  
throughout the West Bengal**

**e-Tender Notice No: WBSEDCL/ IT&C/ 96/520**

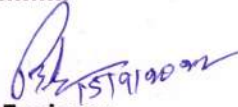
**Dated: 15.09.2022**

**Issued to:**

**M/s. ....**

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.....

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

**Vehicle Tracking System (VTS) for LT and HT Mobile Van of WBSEDCL plying throughout the West Bengal  
e-Tender Notice No: WBSEDCL/ IT&C/ 96/520 Dated: 15.09.2022**

## **DISCLAIMER**

*This e-Tender Document (also referred as “e-Request for Proposal” or “e-RFP”) is not an agreement and is not an offer or invitation by WBSEDCL to any Bidder other than one that qualifies based on evaluation of submitted BIDs. The purpose of this tender document is to provide information to the potential Bidders to assist them in responding to this Tender Document. Though this Tender Document is prepared with sufficient care to provide all required information to the potential Bidders, they may need more information than that has been provided. In such cases, the potential Bidders are solely responsible to seek the information required from WBSEDCL, at their own cost. WBSEDCL reserves the right to provide such additional information at its sole discretion. In order to respond to the Tender Document, if required, and with the prior permission of WBSEDCL, the potential Bidder may conduct his own study and analysis, as may be necessary.*

*WBSEDCL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the Tender Document. WBSEDCL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information the information in this Tender Document.*

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# **INSTRUCTION TO BIDDER (IB)**

## **IB.1. Introduction:**

**IB.1.1.** West Bengal State Electricity Distribution Company Limited herein after referred to as WBSEDCL invites e-tenders for implementation of GPS based online tracking and monitoring system for all LT and HT Mobile Vans engaged in maintenance job plying under different site offices of WBSEDCL throughout the West Bengal as per detail "Scope of Work" and other terms and conditions furnished in the different clauses of the bid document.

**IB.2. Objective:** WBSEDCL invites tenders for Implementation of Vehicle Tracking System (VTS) for LT and HT Mobile Van of WBSEDCL plying throughout the West Bengal

## **IB.3. Invitation for the BIDs:**

**IB.3.1.** Tender is invited by the Chief Engineer, IT&C Cell, WBSEDCL, Vidyut Bhavan, 3rd Floor, Block DJ, Sector- II, Bidhannagar, Kolkata- 700091, through electronic tendering (e-tendering) for Vehicle Tracking System (VTS) for LT and HT Mobile Van of WBSEDCL plying throughout the West Bengal.

**IB.3.2.** Intending Bidders, desirous of participating in the tender, are to log on to the website <http://wbtenders.gov.in>. The tender can be searched by typing '**wbsedcl**' in the search box of the website.

**IB.3.3.** Bidders, willing to take part in the process of e-tendering, are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

**IB.3.4.** Intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given in "Instructions to Bidders".

## **IB.4. Eligibility of Bidder:**

**IB.4.1.** The bidder should comply all mandatory conditions clauses as per the relevant Annexures and Forms.

**IB.4.2.** The bidder should not have been blacklisted from any Govt. organization across India from the year of 2017 onwards and undertaking in this regard should be provided by the authorized signatory of the bidder. During contract period if the undertaking submitted by the bidder is found to be false, the order issued on vendor shall be terminated with the forfeiture of the Performance Bank Guarantee (PBG).

## **IB.5. Responsibility of Bidders:**

**IB.5.1.** It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work.

**IB.5.2.** It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments to the contract, once awarded under these documents will not be entertained by WBSEDCL. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by WBSEDCL, which are based on the lack of such clear information of its effect.

**IB.5.3.** The bid shall include all the information as per bid document.

**IB.5.4.** The bidder shall bear all the costs associated with the preparation and submission of bid and WBSEDCL, in no case, shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**IB.5.5.** In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance of the last date and time of submission of the bid.

**IB.6. Formation of cartel & penal Measures:** Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the Bidder(s). Repeated occurrence of such evidence of above tenderers may also be viewed seriously by the WBSEDCL authority and penal measures as deemed fit would be imposed on such tenderers.

**IB.7. Key Dates:** Schedule of Dates for e-Tendering:

<b>Sl. No.</b>	<b>Activity</b>	<b>Date &amp; Time</b>
<b>1</b>	<b>Publishing Date</b>	26.09.2022 at 11:30 Hrs
<b>2</b>	<b>Document Download start date</b>	26.09.2022 at 14:00 Hrs
<b>3</b>	<b>Seek clarification start date</b>	26.09.2022 at 14:00 Hrs
<b>3</b>	<b>Seek clarification end date</b>	14.10.2022 at 14:00 Hrs
<b>4</b>	<b>Date of Pre-bid Discussion</b>	20.10.2022 at 14:00 Hrs
<b>5</b>	<b>Bid submission start date</b>	09.11.2022 at 14:00 Hrs
<b>6</b>	<b>Bid submission end date</b>	21.11.2022 at 16:00 Hrs
<b>7</b>	<b>Last date of physical submission of EMD</b>	21.11.2022 at 16:00 Hrs
<b>8</b>	<b>Technical Bid opening date</b>	24.11.2022 at 14:00 Hrs
<b>9</b>	<b>Financial Bid opening date</b>	To be intimated later

**IB.8.** If any 'Strike' or 'Holiday', falls on any of the scheduled date, then the next working day (between mentioned working hours) shall be considered as scheduled date and schedule time.

## **IB.9. Pre-Bid Discussion:**

**IB.9.1.** Pre-bid discussion will be held at WBSEDCL as per schedule indicated in “**Key Dates Clause**” above to clarify the queries, if any, from the vendors in respect of tender. Vendors, willing to participate, may attend the meeting (maximum two persons) authorised by them. The letter of Authorization of System Integrator (Bidder) shall have to be produced at the time of attending the meeting.

**IB.9.2.** Relevant queries in soft copy EXCEL format as per **ANNEXURE-VII** must be forwarded to the following mail id: [ceit@wbasedcl.in](mailto:ceit@wbasedcl.in) and [uttamk.jana@wbasedcl.in](mailto:uttamk.jana@wbasedcl.in) with c.c. to [itc.wbasedcl@gmail.com](mailto:itc.wbasedcl@gmail.com).

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

**IB.10. Clarification on Bidding Documents:** If there is any ambiguity/confusion in the meaning of any clause of the bid document, such queries must be sent to the email IDs as mentioned in IB.9.2 three days prior to the date of Pre-bid discussion. Such query received from vendors prior to pre-bid discussion shall only be discussed in the pre-bid discussion. **No other query except the written submitted ones will be clarified during pre-bid discussion.** If any changes are decided in pre-bid meeting the same will be uploaded in the website <http://wbtenders.gov.in> and no other communication shall be made afterwards on the issues discussed in the pre-bid meeting. The clarification given in pre-bid discussion shall be final and binding on the bidder.

**IB.11. Amendment / Addenda of Bidding Documents:** At any time, prior to the deadline of submission of Bid, WBSEDCL may, for any reason, modify the Bidding Documents, if required, by issuing Addenda / Amendments and the same will be uploaded in the website (<http://wbtenders.gov.in>) only in due time. WBSEDCL shall not have any obligation to inform the vendor through any other mode of communication.

**IB.12. Language of the Bid:** The bid so prepared by the bidder and all other correspondences and documents relating to the bid, exchanged by the bidder and WBSEDCL, shall be written in English Language only.

**IB.13. Currencies of Bid and Payment:** All prices shall be quoted by the bidder in ‘Indian Rupees’ (INR) only. Payment is also to be made in ‘Indian Rupees’ (INR) only.

**IB.14. Period of validity of Bid:** The bid shall remain valid for acceptance up to 180 (One hundred and eighty days) from the date of opening of tender. WBSEDCL may request to extend Validity of the bid beyond 180 (One hundred and Eighty) days if required so, without any change in offer.

## **IB.15. Earnest money [Bid Guarantee]:**

**IB.15.1.** The bidder desirous of taking part in a tender invited by WBSEDCL shall login to the e Procurement portal of Government of West Bengal <https://wbtenders.gov.in> using his login ID and password.

**IB.15.2.** The bidder shall select the tender to bid and initiate payment of EMD of Rs. 11,61,536/- (Rupees Eleven Lakhs Sixty-One Thousand Five Hundred and Thirty-Six only). [2.5% of estimated price of Rs. 4,64,62,500/-].

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

**IB.15.3.1. Net-banking through Payment Gateway.**

RTGS/ NEFT Payment: On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/ NEFT transaction. The bidder will print the challan and use the pre- filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e Procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.

**IB.15.3.2. Submission of EMD through BG:** For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in the EMD exemption document upload section. Original BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT.

**IB.15.4.** Partial payment through online mode and remaining submission through BG is not allowed. In case the EMD is submitted in the form of irrevocable Bank Guarantee, it is to be submitted as per format in ANNEXURE-IV and shall remain valid initially for a period of six months from the last date of submission of the bid document and claim period will be further 3 months. The Bank details for preparation of such BG is:

**Name of Bank: CANARA BANK**  
**Name of Branch: Salt Lake City Branch**  
**A/C no.: 2549261000122**  
**IFSC: CNRB0002549**

**IB.15.5. General Instructions for Online Payment:**

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

**IB.15.5.2.** Status of NEFT/ RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/ RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.

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

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

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



- IB.15.6.3.** The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- IB.15.6.4.** For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/ 13 since payment gateway facility used by E-tender portal is maintained by ICICI.
- IB.15.7.** Successful Bidder(s) shall have to mandatorily create vendor ID through WBSEDCL Web Portal Vendor Corner, if not created earlier.
- IB.15.8.** For 'Bid Guarantee' submitted in the form of BG, the said Guarantee of the unsuccessful vendor(s)/Bidder(s) will be returned against their written claim within one month from the date of placement of order and execution of contract agreement with the selected Bidder.
- IB.15.9.** For 'Bid Guarantee' submitted as BG, the Bid Guarantee of the successful vendor(s) /Bidder(s), will be returned within 30 (thirty)days from the date of acceptance of Performance Guarantee to be submitted as per Performance Guarantee Clause of bid document.
- IB.15.10.** No interest shall be payable by WBSEDCL on the above Bid Guarantee.
- IB.15.11.** The Bid Guarantee shall be forfeited for any of the following reasons:
- IB.15.11.1.** If during the period of bid validity, the bidder withdraws or modifies the bid in part or as a whole.
  - IB.15.11.2.** If the undertaking provided regarding blacklisting is found to be false.
  - IB.15.11.3.** If the successful Bidder fails to accept the order unconditionally as per "Acceptance of Order" clause.
  - IB.15.11.4.** If the successful Bidder fails to submit the Contract Agreement as per relevant clause.
  - IB.15.11.5.** If the successful bidder fails to furnish the contract performance guarantee as stipulated in PBG clause of bid document.
  - IB.15.11.6.** If the successful bidder fails to extend the validity period of EMD as per "Earnest Money" Clause of bid document, as and when required.
  - IB.15.11.7.** If any cartel is formed by the bidder(s)/tenderer(s) in their quotation.

**IB.16. General guidance for e-Tendering:** Instructions/Guidelines for electronic submission of the tenders have been mentioned below for assisting the bidders to participate in e-Tendering.

**IB.16.1. Registration of Bidders:** Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the e-Procurement system, through logging on to <https://wbtenders.gov.in>.

**IB.16.2. Digital Signature certificate (DSC):** Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.

**IB.16.3.** The bidder can search and download NIT & Tender Documents electronically from the <https://wbtenders.gov.in> website using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.



## **IB.17. Signing of Bids:**

**IB.17.1.** The bid shall be downloaded from the website [www.wbtenders.gov.in](http://www.wbtenders.gov.in) and shall be signed by a person / person(s) duly authorized by the bidder.

**IB.17.2.** To be qualified for evaluation and finalization of contract, Bidder/ Bidders shall submit a written power of attorney, authorizing the signatory of the Bid to act on behalf of the Bidder in the form and manner which is acceptable by WBSEDCL.

**IB.17.3.** All the pages of the bid and where, entries/amendments have been made, shall be signed by the person/persons signing the bid.

**IB.17.4.** The complete bid shall be without alterations, interlineations or erasers, except those to accord with instructions issued by WBSEDCL or as necessary to correct errors made by the bidders, in which case such corrections shall be initialled by the person/persons signing the bid. Bids not duly signed shall be treated as cancelled.

## **IB.18. Submission of Bid:** Bids shall be submitted as under:

**IB.18.1. General process of submission:** Tenders are to be submitted online through the website ([www.wbtenders.gov.in](http://www.wbtenders.gov.in)). All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for, in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders - one is Technical Proposal and the other is Financial Proposal. Documents for Technical Proposal are to be submitted at pre-defined folders. Price bid under financial proposal is to be submitted at pre-defined folder named: BOQ.

The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

The bidder needs to download the Forms / Annexures/ BOQ, fill up the particulars in the designated Cell and upload the same in the designated location of Technical folder / Financial folder. The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender. Original copies of the uploaded documents may be submitted for physical verification if required by the Tender Inviting Authority at the time of technical evaluation.

**IB.18.2. Part 1: Techno Commercial Proposal:** The Techno Commercial Proposal shall contain scanned copies and/or declarations in the following standardized formats in two covers (folders).

### **IB.18.2.1. Statutory Cover:**

#### **A. Contents of "Drafts" folder:**

- a. EMD:** Copy of Bank Guarantee (BG) / Copy of online Transaction details.
- b.** Signed copy of Power of Attorney by Bidder.

**B. Contents of "NIT" folder:**

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

**C. Contents of "Annexure" folder:**

- a. **Application for Tender:** Bid Proposal (Annexure -I).
- b. **Price Schedule in Un-priced condition:** BoQ.
- c. **ANNEXURE- II to XV,** are to be submitted in details at Annexure folder in their respective format.

**D. Contents of "Forms" folder:**

- a. **Mandatory Condition:** Requisite Credentials of Bidder-Form-I
- b. **Sheet Containing Document Details:** Form-II A, B & C

Only downloaded copies of the relevant documents are to be uploaded, and digitally signed by the bidder.

**IB.18.2.2. Non-Statutory Cover (My Document):**

**A. Company Details:** Copy of the following document as per Form-I:

- a. Company Profile description
- b. Registration Certificate of the company
- c. PAN Card.
- d. GST registration certificate.
- e. Valid PF (if applicable) Registration Certificate.
- f. Etc.

**B. Credentials:**

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

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

**A. Bill of Quantities (BoQ):** The bidder shall quote the rate in the space marked for quoting rate in the Price Bid Sheet of the downloaded BOQ file.

\*Any deviation in the format, content (Other than entry of the quoted price at the desired blank spaces) of the Price bid/BOQ will render the tender liable to be summarily rejected.

**IB.19. Submission of original copies of documents of Earnest Money Deposit:**

**IB.19.1. Mode of Payment:** In case the EMD is submitted in the form of Bank Guarantee (BG) of any scheduled Bank under the jurisdiction of Reserve Bank of India, the original copies of such BG towards EMD shall be submitted in a sealed envelope in the office as stated below within the date and time as specified in the NIT. If the bidder fails to submit the original copies within the due date and time his tender will not be opened and his bid will stand rejected.

**IB.19.2. Place of submission:** The original copies of such BG, towards Earnest Money Deposit shall be submitted in the following office:

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

**IB.20.** No price preference will be allowed to any tenderer based on the size of the industry or its geographic location. Co-operative Society will not be considered with separate status.

**IB.21. Late Submission of Bid:** Bidder shall take all possible measures to submit the bid within the schedule date & time at specified location prescribed elsewhere in the bidding document. Late submission of bid for whatever reason shall not be accepted.

**IB.22. Opening and evaluation of tender:**

**IB.22.1. Opening of technical proposal:**

**IB.22.1.1.** Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.

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

**IB.22.1.3.** All bids found to be responsive will be examined in respect of "Mandatory Requirements" & other qualifying requirements as detailed in the bid document. Bids which do not satisfy the "Mandatory Requirements" and qualifying requirements will not be considered for technical evaluation.

**IB.22.1.4.** The bidder shall not submit any commercial deviation from the stipulation of Bid document. If the bidder submits any commercial deviation, his Bid may be liable for rejection.

**IB.22.1.5.** Techno-commercial Deviations, if any, must be brought out in the specified Deviation Schedule (Annexure-III). Techno-commercial deviations indicated elsewhere will not be considered in any circumstances. WBSEDCL during Techno Commercial Evaluation will examine these deviations. Negative deviations will not be accepted in any circumstances and shall be considered as non-responsive and shall be liable for rejection. When there is no deviation, this sheet is to be submitted with the offer duly signed with an endorsement indicating "No Deviation". Deviations not indicated here will not be taken into consideration.

**IB.22.1.6.** The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portal. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers.

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

- IB.22.2.1.** Financial proposals submitted by the tenderers in the prescribed format (**BOQ Format**) and declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- IB.22.2.2.** No deviation in any form in the price-bid sheet is acceptable.
- IB.22.2.3.** The encrypted copies will be decrypted and evaluated online.
- IB.22.2.4.** After opening of the financial proposal, the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded.
- IB.22.2.5.** The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.
- IB.22.2.6.** For any discrepancy in the number of figures and words, the quoted amount in figure will prevail.

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

- IB.22.3.1.** On examination of documents submitted under different covers WBSEDCL will evaluate and compare the bids determined to be substantially responsive at each step.
- IB.22.3.2.** Final evaluation by any bidder will be made as mentioned:
  - IB.22.3.2.1. Quoted basic as mentioned in the BOQ.**
- IB.22.3.3.** While evaluation, the Tender Inviting Authority or his authorized representative may summon of the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.

**IB.23.** Conditional Rebate / Discount, if any, offered by any Bidder shall be outside the purview of commercial terms & conditions & shall not be considered during Bid evaluation.

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

<b><u>Sl. No.</u></b>	<b><u>Activities</u></b>	<b><u>Time of Completion</u></b>
1	Successful installation and commissioning of devices on respective vehicles under all locations with full functionality of VTS system including server, database, application software, training etc. as per the scope of LOA.	Within 150 (one hundred and fifty) days from zero date
2	Work Completion of the entire system	After implementation of the entire system as per sl. no. 1 and smooth running of the entire system for further 1 (one) week– Issuance of Work Completion Certificate by Controlling Officer. The date will be treated as the final completion date of the entire system from where 5 years of contract will be started.

#### **IB.25. Price:**

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

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

#### **IB.26. Tax and Duties and other Levies:**

**IB.26.1.** The Bidder(s) shall be solely responsible for the taxes that may be levied on the Bidder(s) persons or on earnings of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under "Income Tax Act, 1961" for the Contractor or his personnel. If it is obligatory under the provisions under the "Income Tax Act,1961" deduction of Income Tax at source shall be made by the Employer.

**IB.26.2.** GST shall be admissible based on rule and rate in force and will be payable extra. Bidder should be registered under GST act.

**IB.27. Statutory Obligation:** Statutory obligations as per law of the land are to be complied.

**IB.28. Variation during execution:** The provisional quantities of various items are shown in the Price Schedules. WBSEDCL, during execution of the contract, reserves the right to increase or decrease the quantity with  $\pm 25\%$  (Twenty five percent) but without any change in unit price or other terms and conditions.

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

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

**IB.29.2.** L1 will be awarded for providing the service. In the event of non-performance by the L1 bidder within reasonable time frame, the L2 and/ or L3 bidder may be approached to perform the job vide **clause GCC 5.2.**

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

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

**IB.32. Mandatory Condition:** The bidder shall provide documentary evidence satisfactory & acceptable to WBSEDCL to establish that they have the requisite credential, capability and experience to handle the contract and meet requirements of all the Mandatory Conditions indicated in FORM-I.

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

**IB.34. Settlement of Disputes:**

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

**IB.34.2.** All disputes or differences in respect of which the decision if any has not become final shall be settled by taking recourse of law at any competent Court under the jurisdiction of Hon'ble High Court, Calcutta only.

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

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

**Telephone – (033) 2319 7732. Email- [itc@wbstedcl.in](mailto:itc@wbstedcl.in)**

**IB.36. Representative of Bidder(s):** The vendor is required to nominate one officer exclusively for this project from commencement to completion as a Nodal Officer to be stationed at Kolkata, with whom WBSEDCL will contact on all matters related to this order. The vendor has to specifically furnish to WBSEDCL, the name, designation, Telephone no. including mobile no., email address of such person.

### **IB.37. Conflict of Interest:**

- IB.37.1.** The Bidder shall not have a Conflict of Interest that may affect the Tendering Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bid Security of the bidder shall be forfeited for the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- IB.37.2.** Any Bidder will be found to have a conflict of Interest, if his near relative is posted as an employee/officer in any capacity in WBSEDCL, who is associated with the Tender Inviting Authority.
- IB.37.3.** Any Bidder will be found to have a Conflict of Interest, if any employee of the bidding firm/company has or develops a financial or other interest with any employee/officer of WBSEDCL associated with the Tender Inviting Authority during execution of the contract.
- IB.37.4.** Any Bidder has a relationship with another Bidder/Bidders, directly or through common third parties, that puts them in a position to have access to each-others information about, or to influence the Tendering Process of either or each of the Bidder will be found to have conflict of interest.



## **SCOPE OF WORK (SW)**

### **SW.1. Scope of Work: The project shall be on turnkey basis.**

Vehicle Tracking System (VTS) will have to be implemented as an end-to-end solution for approx. 1400 number of vehicles subjected to scope of further increase/decrease in future upto  $\pm 25\%$ .

### **SW.2.1. Key Features of Vehicle Tracking System:**

**SW.2.1.1.** To provide Vehicle Tracking System (VTS) and associated on-going services to manage state-wide vehicle movement activities of WBSEDCL on an open-architecture module and on turnkey basis.

**SW.2.1.2.** Supply, installation, testing and commissioning of Vehicle Mounted Unit (VMU) conforming to minimum IP-65.

**SW.2.1.3.** devices of a proven design and performance that have been tested under severe conditions similar to Indian environment/temperature/road conditions. The device specification as per Annexure-II with sufficient back-up of internal memory and battery. No external equipments will be attached on the LT and HT maintenance vehicles mentioned above.

**SW.2.1.4.** Quoted VMU device shall be updated and new generation device as per Annexure-II. In no cases old and used devices will be allowed.

**SW.2.1.5.** Providing hardware/software, servers etc. on cloud concept is required for smooth working of VTS.

**SW.2.1.6.** Integration of VTS with WBSEDCL existing CRM system.

**SW.2.1.7.** Providing web browser-based and mobile based application for VTS.

**SW.2.1.8.** The Geo positioning data is to be recorded and stored in a secure and dedicated Database within India.

**SW.2.1.9.** The successful bidder will be responsible for the purchase, installation, testing, integration of all components in the system and hosting of applications.

**SW.2.1.10.** The successful bidder will be negotiating for communication related issues with communication service provider/s in order to facilitate functional VTS based on Geo positioning data for maintaining maximum uptime of the system.

**SW.2.1.11.** The basic system will include geo referencing system, satellite technology, combined with wireless communications and software to deliver real-time digital maps, complete with vehicle locations and road maps.

**SW.2.1.12.** Supply and Installation of minimum IP65 devices for all the vehicles (Approx-1400 vehicles initially which may increase or decrease  $\pm 25\%$ ). In case of malfunctioning of Device, the responsibility to replace it lies with successful bidder within stipulated Time Frame. This would be governed by SLAs defined in Annexure-XII. During the installation of device, the initial data of vehicle like Vehicle number, CCC name / Sub-station name other necessary data as per requirement of WBSEDCL to be collected by the successful bidder and create the initial database with the help of concerned person of respective WBSEDCL site offices. The successful bidder will be responsible for time to time update of the data if it is changed at site.

**SW.2.1.13.** Provide and customized software as per the following details:

Provide Map Data of West Bengal on 1:5000 (cm) scales with the following details as selectable layers with their names superimposed (on selection);

**A. Geographical Boundaries:**

I) State, II) District, III) Sub- Division IV) Block, V) Village- Panchayat

- May have to update the boundaries if new administrative entities are created by the government.

**B. Name as point data of the**

I) Administrative headquarter

II) Roads with their names on mouse over- Roads including National Highways, State Highways, Major District roads, village roads and other roads need to be displayed on the map.

**SW.2.1.14.** The Map requires customizing to make it be geo-fencing on the jurisdiction of WBSEDCL with the help of Station Managers for CCC (LT Van) and Divisional Managers for Division (HT Van) respectively.

**SW.2.1.15.** Customize the Map to provide physical route mapping with important land marks such as hotel, school, temple, Petrol Pumps etc.

**SW.2.1.16.** Real time report of the movement of the vehicle on the map to the users based on their privileges. The successful bidder will be required to maintain a dynamic reporting system (updating frequency must be equal to 15 seconds) where concerned users will be allowed to create their reports based on the available data base. The successful bidder is also expected to provide customized MIS report as per requirements that are shared at any stage by WBSEDCL.

**SW.2.1.17.** Non-editable database level access shall have to be given to WBSEDCL for generation of any instantaneous reports as and when required by the Authority of WBSEDCL.

**SW.2.1.18.** Create user management system on the software with rights and privileges as defined by the WBSEDCL. Application software is required to be common for all the users and has option for customization & allows for changes as and when required without any extra charges. Initial user and its database creation are the task where successful bidder is required collecting all user related data from site office of WBSEDCL and creating the initial database with the help of site officers.

**SW.2.1.19.** Day wise exceptional reports like distance travelled by any Mobile Van on a day, count of call closed and count of call opened etc. will be sent to Divisional Manager of Respective Division through auto generated email at the end of the day.

**SW.2.1.20.** Monthly utilization report of each vehicle will be sent to the Divisional Managers, Regional Managers and Zonal Manager of the respective Divisions, Regions & Zones respectively through auto generated email at the end of the month.

**SW.2.1.21.** Portal view option will remain live for at least six months after end of the Contract. In this period WBSEDCL can view the previous records stored in the database.

**SW.2.1.22.** Consolidated data must be stored for generation of Utilization report of all Mobile Van at any point of time upto six months from the end of contract.

**SW.2.1.23.** Providing access to the VTS for about 3000 users through both web and mobile application. For a particular user if he/she is entitled as per decision of WBSEDCL to have user id both in Desktop and Mobile application then the id and credential should be same but there should be provision to log and monitor his/her activities distinctly by each session and devices.

**SW.2.1.24.** SMS Alerts:

**SW.2.1.22.1.** SMS alerts to specific numbers when the vehicle leaves their jurisdiction i.e. Geo-fencing alert. — Divisional Managers of concerned Divisions & Station Managers of concerned CCCs.

**SW.2.1.22.2.** SMS alert when the Geo Positioning unit was cut off from the vehicle battery or Geo Positioning supported device is stop working by any means ---- Site officers of the concerned site and Divisional Manager of the concerned Division.

**SW.2.1.22.3.** All type of SMS alert should be centrally configurable as and when required of WBSEDCL with provision of activation and deactivation.

**SW.2.1.25.** All of the above is in addition to the real time Geo Positioning data on daily basis display of the location, direction, speed, distance travelled etc. of the vehicle and a 365 day history of the tracking path from desktop / android / iOS application.

**SW.2.1.26.** In case of damage to the Geo Positioning device already installed, the successful bidder shall have to submit a report within 72 hours of its status and activity towards replacement of the same. The vehicle which are on duty and not connected to Web server GPRS for more than hour should be contacted by successful bidder and reason need to be identified, reported and appropriate action need to be taken by the successful bidder. The importance of this provision is that the tamper proofing should be sufficiently strong and should not allow the vehicle owner to transgress. In case the vehicle owner forces his way to the device then it should become evident from the breach or tampering of the device.

**SW.2.1.27.** The successful bidder shall be responsible for updation (if required) of all Software and Hardware for successful operation of the project during the contract period.

**SW.2.1.28.** The Geo Positioning receiver shall have in-built battery support for minimum 8 hours with internal rechargeable battery, capable of charging from the vehicle power.

**SW.2.1.29.** The required maps (Google maps/Digital maps/Customized maps licenses) have to be provided by the successful bidder at their own cost and the map data required to be updated quarterly.

- SW.2.1.30.** The successful bidder should provide the required number of servers and different types of servers which should be suitable to operate the system and run the applications of VTS to take care of approx. 1400 units and additional vehicles in future. In addition, the successful bidder shall implement their custom-built application software for tracking of vehicles, with suitable high-quality maps etc.
- SW.2.1.31.** The client shall view either using a Web Browser (client machine: Windows 10 or Higher version of OS with Internet Explorer or Google chrome, etc.) or mobile apps supporting of latest Android version / iOS version or above. The application will be delivered via Internet. The software must provide for an authentication system to allow for role-based system access based on the requirements and level of the user. Both desktop and mobile applications are only for use of WBSEDCL and its internal user. So, there should be proper access control and proper network security and firewall configuration.
- SW.2.1.32.** The server should be capable to fulfill entire functionality as per the scope for approx. 1500 Vehicles for 5 years.
- SW.2.1.33.** The VTS server required to receive Customers complaint details viz docket number, consumers detail, consumer location (latitude, longitude), jurisdiction of CCC, division, status. The VTS system needs to plot it on Map at its actual location with some graphical symbol. The details will be shown while mouse hovering on it and there should be provision for display it in details tabular forms. If no latitude and longitude is included in the details of docket received from WBSEDCL existing CRM server then there should be the scope to display it as tabular form to appropriate user as per jurisdiction of CCC and or division.
- SW.2.1.34.** Integration of VTS with WBSEDCL existing CRM system as per following manner:
- SW.2.1.34.1.** Data will be sent at least in 15 minutes interval in PUSH Mode from WBSEDCL system to VTS server using web service technology as REST over HTTPS protocol with JSON data format.
  - SW.2.1.34.2.** Two nos. of APIs will be developed by the vendor for incremental data receive. One API will be used to consume the consumer details of the open docket. Another API will consume only closed docket number. However, scope should be open for consuming additional attribute details in future, if any.
  - SW.2.1.34.3.** The attributes of the call details will contain the relevant fields like: CUSTOMER Care Centre Code, Consumer Id, Consumer Name, Address, Docket Number, Docket description, problem type, Latitude, Longitude, Docket Creation Date, Docket Status so as to make the consumer details identifiable on hierarchical basis.
  - SW.2.1.34.4.** The VTS system needs to plot it on Map at its actual location with some graphical symbol. The details will be shown mouse hovering on it and there should be provision for display it in details tabular forms. If no latitude and longitude is included in the details of docket received from WBSEDCL existing CRM server, then there should be scope to display it as tabular form to appropriate user as per jurisdiction of CCC and or division.

- SW.2.1.34.5.** Whenever any docket is closed or status is changed the information is required to be received from CRM server to VTS server and the VTS application should instantly remove the close docket from the graphical display from Map and update the details tabular display of docket status.
- SW.2.1.34.6.** The communication with CRM system of WBSEDCL will be restricted, limited and view only with VTS system.
- SW.2.1.34.7.** The VTS system will require accessing the CRM data of docket from the WBSEDCL server in PULL mode.
- SW.2.1.34.8.** Open docket data from CRM server are required to PULL to the VTS server in some predefined format with necessary encryption instantaneously as per existing hardware, software and network security measurement of WBSEDCL. VTS system should have to develop required application to pull these data.
- SW.2.1.35.** The Successful bidder will assign a Project Manager who will provide the management interface facility and has the responsibility for managing the complete service delivery during the contractual arrangement.
- SW.2.1.36.** Project Manager will provide strategic and tactical recommendations in relation to technology related issues. He / She will identify and resolve problems and issues together with WBSEDCL.
- SW.2.1.37.** Successful bidder requires providing system generated quarterly VTS "UPTIME REPORTS" for payments and also the same "UPTIME REPORTS" shall be visible in daily basis through portal.
- SW.2.1.38.** Whenever the Vehicles will be changed at the sites the successful bidder require to dismantle the VTS devices with all its accessories and install the same in the new vehicles mentioned by WBSEDCL without any extra cost on a mutually fix date but within 72 hours from information of such change from WBSEDCL. During this process if damage or loss occurs either or on both vehicles and the VTS devices itself, then the successful bidder required to compensate all of such losses at par actual. Beside if any cable, power cord, consumable required during the change of vehicles then the cost also need to borne by the successful bidder. The successful bidder also requires building and modifying the database and other information for these new vehicles without any additional cost.
- SW.2.1.39.** The application software should have following features:
- (i) Connectivity: Other Systems.
  - (ii) Browser: Windows 10 or higher, Log of all administrative actions as well as all user logins shall also be maintained.
  - (iii) Graphics: (a) User Friendly GUI
  - (b) Position on the digitized map
  - (c) Animated Icons in different colors to represent Vehicles and docket location.
  - (d) Display Vehicle Registration. No. and other details on mouse over the vehicle icon.
  - (iv) Zoom: Minimum three level of zoom.
  - (v) Reports: Customized as per WBSEDCL requirement. Graphical representation/pie-chart will be given in the dashboard.
- Note: Only minimum requirements are given above.

**SW.2.1.40.** Supply, Installation and Commissioning of the equipments as per quantity mentioned in price bid sheet (BOQ) and as per standards and protocol specified in techno-commercial bid sheet in ANNEXURE -II.

**SW.2. Facility Management Service (FMS):**

**SW.2.1.** The successful bidder shall be required to provide the services so as to manage entire VTS system including all equipments installed by them, including hardware, software & networks and related modules installed & commissioned by the successful bidder for the utility in order that they have maximum availability to enable utility to realize its desired objectives.

**SW.2.2.** Facility Management Services by deploying one (1) person with suitable accessories like laptop, mobile etc. shall be provided by successful bidder in order that maximum uptime & performance levels of VTS systems installed is ensured. In absence of deputed FMS personal, suitable substitute to be deployed.

**SW.2.3.** To achieve the desired Service, the person deployed by successful bidder at Vidyut Bhavan (HQ) may need to proactively interact, coordinate and collaborate with the other Service Providers as well as site offices of WBSEDCL as required. He/she will act as the Single Point of Contact (SPOC) for all issues relating to the Service Levels. The role of FMS shall be started next day after final work completion of the project.

**SW.2.4.** The successful bidder shall be responsible for management of all the systems as per scope of work with services rendered as per Contract agreement between WBSEDCL & successful bidder.

**SW.3. Operational Training:** Necessary operational training of software for at least two persons of each location to be provided by the successful bidder. The successful bidder shall be responsible for effectively providing training to the various stake holders owing operations. Training needs to be conducted based on a requisite mix of theory & practical operational sessions. The trainings should be conducted in Bengali and English language.

**SW.4. Commissioning Certificate:**

Successful bidder shall complete installation & commissioning of all equipments with creating the initial database of user management console and front-end application (Desktop & Mobile Apps) with successful trial-run after adequate training. The concerned Site Officer for all site offices shall sign "Commissioning Certificate" only after successful completion of above-mentioned job as per the format for Commissioning Certificate is available in Annexure-XIV. Furthermore, one **consolidated report** of the overall completion of work under a Division as per the format of Commissioning Certificates should be signed by the Divisional Manager of respective Division.

**SW.5. Up-time Certificate:**

Successful bidder shall submit quarterly system generated uptime report to the Controlling officer within 7 days from the end of each quarter in a soft copy through which uptime calculation shall be visible clearly. If required, site wise device wise details logs / analytical reports shall be submitted to the Controlling Officer for further in-depth analysis.

If any alteration / modification shall be required on the system generated uptime report to incorporate the device failure due to the external reason as describe in sl. no. 7 as per Annexure- XII supporting document shall be submitted.

After analysis of the above-mentioned report successfully, the Controlling Officer shall be issued 'Up-time Certificate' as per Annexure- XV.

**SW.6.** 2% device of total quantity under vehicle tracking project will be replaced by successful bidder free of cost if any damage/stolen of devices will occur during the entire period of contract.



## **General Conditions of Contract [GCC]**

### **GCC.1. General Terms:**

- GCC.1.1.** For timely completion of the project, WBSEDCL reserves the right to divide/split/modify/cancel the entire work during placement of order without showing any reason whatsoever.
- GCC.1.2.** WBSEDCL has reserves the right to negotiate with the Bidder(s).
- GCC.1.3.** The bidder has to furnish all the information as required regarding their offer.
- GCC.1.4.** Quotation from any sub-vendor(s) will not be entertained.
- GCC.1.5.** Any form of joint-venture (JV) will not be entertained.
- GCC.1.6.** The bidder shall satisfy WBSEDCL with his ability to complete the works positively within the stipulated time.
- GCC.1.7.** Bidders are encouraged to make the maximum use of human resources available locally in West Bengal, provided that these meet the technical requirement as specified.
- GCC.1.8.** The Company reserves the right, to reject any or all the tenders, at its discretion, without assigning any reason whatsoever.
- GCC.1.9.** WBSEDCL reserves the right to review the bidder's capability and capacity to perform the work before awarding the Contract.
- GCC.1.10.** To monitor the maintenance activities and to discuss other related matters, meeting will be held between Vendor and WBSEDCL depending upon the need.

**GCC.2. Loss or damage of equipment:** Bidder shall see that no damages are caused to any equipments and system of WBSEDCL during the installation and commissioning of new VTS system. If any damage is caused to or suffer or and in general to WBSEDCL equipment or any property or by the consequences of the acts of unlawful omission of the contractor, its employees and workmen or other person connected with it, necessary repairs or replacements shall be taken up by WBSEDCL at the risk and cost of the bidder. The expenses shall be recovered from the money due and payable to the bidder or by other appropriate processes.

**GCC.3. Statutory Obligations:** Statutory obligations as per law of the land are to be complied with, by the Bidder(s). Workmen's Compensation Act 1923, the Contract Labour (Regulation & Abolition) Act 1970, Employees Provident Funds and Miscellaneous Provisions Act 1952, Employees' State Insurance Act 1948, Payment of Wages Act 1936 etc. and rules made there under for every act, are to be dealt with by the Bidder(s) as per relevant act and the financial obligation/s arising out of statutory obligations would be entirely on Bidder(s)'s account and WBSEDCL will not be responsible on this score for any reason whatsoever.

**GCC.4. Locations:** Site locations will be the jurisdiction of the entire state of West Bengal. Mainly vehicle attached with all Customer Care Centres and All 33/11 KV Sub-Stations.

## **GCC.5. Contract Period:**

**GCC.5.1.** The contract shall remain valid for the period of 5 (five) years from the date of **Work Completion Certificate of the entire system**. The same may be extended for further one (1) year or more years, if required, with the same terms and conditions on satisfactory performance & on submission of acceptance letter.

**GCC.5.2.** WBSEDCL may terminate the contract earlier, prior to expiry of contract period, with 1 (One) months' notice, if the performance of the Bidder(s) is not found to be satisfactory. In that case, WBSEDCL may move to L2 and/ or L3 bidder and the liabilities due to this difference of cost will be recovered from the L1 bidder.

## **GCC.6. Price:**

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

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

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

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

## **GCC.7. Taxes, Duties and other levies:**

**GCC.7.1.** The Bidder(s) shall be solely responsible for the taxes that may be levied on the Bidder(s) persons or on earnings of any of his employees and shall hold the employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under "Income Tax Act, 1961" for the Contractor or his personnel. If it is obligatory under the provisions under the "Income Tax Act, 1961" deduction of Income Tax at source shall be made by the Employer.

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

**GCC.8. Contract Agreement:** The contractor (successful bidder) shall have to be entered into a Contract Agreement 30 (thirty) days from the issue of the Letter of Award (LOA) with West Bengal State Electricity Distribution Company Limited (WBSEDCL) for the proper fulfilment of the contract as per Proforma **(ANNEXURE-VIII)**. All Documents / Correspondences relevant to this tender evolved during the tendering process and firming up of the Contract and during execution of the work will form part of the agreement. The successful bidder shall have to submit a copy of the whole tender document duly signed and stamped by the authorized representative of the successful bidder.

**GCC.9. Contract Value:** The contract value of the project will be the total amount for the entire period of contract as price schedule sheet (BoQ). (Excluding Tax and Duties).

## **GCC.10. Performance Guarantee:**

**GCC.10.1.** As Contract Guarantee, the successful bidder has to furnish a Performance Guarantee in the form of Bank Guarantee on non-judicial stamp paper of Rs 100 amounting to 3% (Three) of the value of the order (subject to further variation of PBG rate as per the Govt. circular in future) from any Indian Scheduled Bank as per proforma enclosed (**Annexure IX**), to guarantee faithful execution of the order in accordance with the terms and conditions stipulated in both the orders.

**GCC.10.2.** Additional security of 10% of the quoted price may be submitted by the bidder, in case the offer rate is abnormally lower than the estimated cost, as per the proforma enclosed (**Annexure X**).

**GCC.10.3.** The Performance Guarantee shall be submitted to the CE, IT&C Cell, 3rd Floor, 'D' Block, Vidyut Bhawan, WBSEDCL

**GCC.10.4.** The Performance Guarantee shall cover the satisfactory performance of the entire project periods. For any failure towards satisfactory performance on the part of the Bidder(s), the Bank Guarantee will be liable to encashment and forfeiture.

**GCC.10.5.** Performance Guarantee furnished in any other form will not be accepted.

**GCC.10.6.** Performance Guarantee will not carry any interest.

**GCC.10.7.** The above Performance Guarantee is to be submitted within thirty (30) days from the date of issue of the order and shall remain valid up to 6 years with claim period of another 3 (three) months from the date of placement of LOA.

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

**GCC.10.8.** The proceeds of the Performance Guarantee shall be payable to WBSEDCL as compensation for any loss resulting from the failure on the successful bidder's part to complete its obligations under both the Contracts or if any Liquidated Damage is levied on the Bidder(s) as per terms of any of the two Contracts.

**GCC.11. Risk Purchase / Performance:** Adherence to time schedules mentioned in the foregoing clauses shall be deemed as the essence of contract and if the successful bidder fails to execute the contract up to the satisfaction of WBSEDCL, as would be laid down in the contract, WBSEDCL shall be entitled to get the job executed engaging any other on that account and at the risk of the successful bidder or to cancel the contract and the successful bidder shall be liable to compensate for any loss/damage which WBSEDCL may sustain by reason of such failure on their part.

**GCC.12. Cancellation/Termination of Order:** WBSEDCL reserves the right to terminate the contract either in part or in full due to reasons of non-Compliance of stipulated activities laid down in different clauses under this contract, also have the right to invoke and appropriate the entire amount of Bank Guarantee without citing any cause thereof. The following causes may also lead to cancellation of LOA.

**GCC.12.1.** The successful bidder fails to submit written unconditional acceptance of order within 15 (Fifteen) days from the date of issuance of the order.

**GCC.12.2.** The successful bidder fails to sign Contract Agreement within 30 (thirty) days from the date of issuance of the order.

**GCC.12.3.** If the successful bidder fails to submit the Performance Bank Guarantee as per stipulated format, with requisite validity and within the specified time period with 30 (thirty) days from the date of issuance of the order.

**GCC.12.4.** If the successful bidder fails to implement the project successfully in all respect.

**GCC.12.5.** If the successful bidder fails to replace the products and if the specification is found to be mismatched with quoted specification within the stipulated time frame.

**GCC.12.6.** If the successful bidder fails to replace the parts/ devices along with the software within the stipulated time frame.

**GCC.12.7.** If the performance of the successful bidder is found to be non-satisfactory at any stage during the entire contract period.

**GCC.12.8.** If the successful bidder fails to adhere to the 'Confidentiality' clause. In that case termination would be instantaneous.

**GCC.12.9.** In case of successful bidder provide faulty/sub-standard VTS device/Power Cables and its improper installation leading to dangerous occurrence/incident.

**GCC.12.10.** If the successful bidder fails to comply with any other stipulated activities apart from those, mentioned above, as laid down in various clauses under the orders. In each above cases 30 days termination notice shall be issued prior to termination of LOA.

**GCC.13. Premature Termination:** If the vendor exits from the contract transferring the entire liability or part thereof prior to natural termination of the contract period, WBSEDCL should have the right to invoke and appropriate the entire amount of Bank Guarantee without citing any cause thereof.

#### **GCC.14. Confidentiality And Non-Disclosure Agreement:**

**GCC.14.1.** The vendor has to agree not to use the Confidential Information in any way, except for the purpose of execution of the Scope of Work.

**GCC.14.2.** The vendor has to agree to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than WBSEDCL's employees having a need for disclosure in connection with vendor's authorized use of the Confidential Information.

**GCC.14.3.** The vendor has to agree to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

**GCC.14.4.** Ownership of Confidential Information: The vendor has to agree that all Confidential Information shall remain the property of WBSEDCL, and that WBSEDCL may use such Confidential Information for any purpose without obligation to the vendor. Nothing contained herein shall be construed as granting or implying any transfer of rights to the vendor in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information;

**GCC.14.5.** Survival of Rights and Obligations: The Terms of Confidentiality set hereinabove, shall be binding upon, inure to the benefit of, and be enforceable by (a) WBSEDCL, its successors, and assigns; and (b) the vendor, its successors and assigns;

In brief, strict confidentiality shall be maintained with respect to the contents of the data to be handled by the vendor and, any violation of this confidentiality clause may be treated as breach of trust and would lead to any or all of the penal actions as detailed below:

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

**GCC.14.6.** The contractor shall have to enter into a Confidentiality and Non-Disclosure Agreement within 30 (thirty) days from date of issuance of Letter of Award (LOA) with West Bengal State Electricity Distribution Company Limited (WBSEDCL) for the proper fulfilment of the contract as per Proforma in Annexure-XI.

**GCC.15. Data Security:**

**GCC.15.1.** Contract will also be governed by section 65 and section 66 of Indian IT Act 2000 in terms of Data protection, privacy and hacking of data.

**GCC.15.2.** You shall maintain MeitY Guideline i.r.o. data security.

**GCC.15.3.** You shall also maintain IT security policy of WBSEDCL.

**GCC.16. Inspection & Testing: -**

**GCC.16.1.** The successful bidder shall provide factory test report of the quoted VTS equipments, testing infrastructure & necessary logistic support (like accommodation, transport etc.) as may be required by WBSEDCL for the said testing. All cost related to such testing will be borne by the successful bidder. Testing offer should reach at this end well in advance (preferably 2 weeks before) so that entire work can be expedited as per given time schedule.

**GCC.16.2.** Inspection & testing may be executed even after installation and commissioning of the equipments if WBSEDCL desires so. In that case bidder shall submit necessary reports of all VTS equipments to the controlling officer. After installation and commissioning of the product if the specification is found to be mismatched with quoted specification then the entire equipment shall be replaced by the successful Bidder unconditionally within 30 days from the date of detection.

**GCC.16.3.** Necessary instruction shall be issued by the Controlling Officer either after successful inspection and testing or after submission of necessary reports of all the equipment as per the relevant clauses, which will be entirely at the discretion of the WBSEDCL's Authority.

**GCC.17. Force Majeure:**

**GCC.17.1.** The successful bidder shall have no liability if prevented from carrying out obligations under the orders by reasons of war, invasion, foreign hostilities, war declared, riot, civil commotion, mutiny, fire, Covid like pandemic, Govt. orders and/or restrictions/lock-down or any other cause beyond the reasonable control of the successful bidder. However, such force-majeure circumstances are to be intimated immediately and to be established subsequently with appropriate documents/proofs to the entire satisfaction of WBSEDCL.

**GCC.18. Legal Jurisdiction:**

**GCC.18.1.** During execution of this contract, if any dispute arises thereby, shall be settled amicably between the contractual parties.

**GCC.18.2.** All disputes or differences in respect of which the decision if any has not become final shall be settled by taking recourse of law at any competent Court under the jurisdiction of Hon'ble High Court, Calcutta only.

**GCC.18.3.** The necessary legal affairs and / or court case shall be exclusively within the jurisdiction of Calcutta High Court or any subordinate court having competent jurisdiction at Kolkata only.

**GCC.19. Limitation of liability:** Except in cases of gross negligence or willful misconduct:

**GCC.19.1.** 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.19.2.** The aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment/solutions, or to any obligation of the bidder to indemnify WBSEDCL with respect to patent infringement.

**GCC.20. Site Not Ready:** If site is not ready within Time scheduled for installation & commissioning of the device due to failure on WBSEDCL part, no LD will be imposed, subject to physical verification and confirmation from concerned Supervising Officer. In case of failure on WBSEDCL part, you shall inform about the site non-readiness to the concerned Supervising Officer with a copy to the CE, IT&C Cell for non-deduction of LD.

**GCC.21. Call docketing process:** In case of failure / malfunctioning of the system the site officers will inform you over telephone. 24 x 7 Centralized registration of all calls should be maintained by bidder to record the calls and acknowledge each and every call with a unique docket number which is to be used for further reference.

**GCC.22. Liquidated damage:** The timely commissioning and configuration of entire system as per "Time Schedule" clause of LOA and hassle-free service throughout the contract periods are the basic consideration and essence of the contract and WBSEDCL reserves the right to repudiate the contract if the successful bidder fails to do the work within stipulated period. However, the ordering authority may at his discretion waive this condition with imposition of liquidated damage.

**GCC.22.1.** If bidder fails to complete the work within the scheduled time as stated in the Clause of "Time Schedule", a L.D. at the rate of ½% of the total contract value per month of delay or part thereof subject to a maximum of 10% of the total contract value shall be imposed on you.

**GCC.22.2.** During the contract period, deviation of any condition will attract Liquidated Damages as mentioned in the Annexure-XIII. LD shall be charged and recovered from the successful bidder subject to maximum of 10% of total quarterly contract value as per LOA for each quarter.

**GCC.22.3.** LOA is liable to be cancelled and placed on an alternate tenderer at the risk and cost of the original tenderer, unless such failure is due to Force Majeure as defined or due to WBSEDCL defaults.

**GCC.22.4.** Liquidated Damage, if applicable during entire period of the project, will be recovered from any outstanding bills / bank guarantee lying / to be lying with WBSEDCL.

**GCC.23. Submission of bills for payment:**

Triplicate quarterly bill supported with relevant documents, calculation sheet of overall uptime of VTS compiled in soft copy and the following certificates and reports are to be submitted to the Controlling Officer of the project. Only one consolidated bill per quarter can be placed for payment.

(i) Date of quarter shall be started from the day of issuance of the work completion certificate by controlling officer.

(ii) In case of first claim of bill the Consolidated report of "Commissioning Certificates" (Annexure XIV) as per the clause SW.4, signed by the concerned Divisional Manager is to be submitted. LD will be calculated as per the schedule Commissioning Certificates of Divisional Manager.

(iii) Collection of the "Commissioning Certificates" (as per Annexure XIV) is the sole responsibility of successful Bidder.

(iv) "Up-time Certificate" (Annexure XV) certified by the Controlling Officer after satisfactory submission of system generated uptime report for all the VTS enable vehicles under the jurisdiction of WBSEDCL as per SLA (Annexure XII) is required to be submitted on quarterly basis after end of each quarter.

**GCC.24. Terms of Payment:**

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

Quarterly payment calculation will be as follows:

(i) **Quarterly Payment** =( Per device quarterly cost  
X **Total number of installed VTS devices**)  
– (**Amount** deduction as per SLA and applicable LD)

The Quarterly Payment as per above formula is final beside which nothing will be payable.

Here counting of quarter will start from the day of issuance of the work completion certificate by controlling officer and payment will be made only on quarterly basis.

Amount shall be deducted if downtime is greater than 1% as per SLA.



**GCC.24.1.** If new VTS device is installed in between a quarter after 1<sup>st</sup> quarter claim, the same to be submitted in the subsequent quarter.

**GCC.25. WBSEDCL personnel for liaison:**

**GCC.25.1. Controlling Officer:** Addl. Chief Engineer, IT & C Cell. - He would issue the successful Up-Time certificate for each quarter.

**GCC.25.2. Supervising Officer:** Superintendent Engineer (E) IT & C Cell – He would supervise & monitor all the activities.

**GCC.25.3. Nodal Officer:** Assistant Engineer (E) IT & C Cell – He would monitor all the activities regarding the operation of the project.

**GCC.25.4. Site Officer:** Station Manager of CCCs for LT mobile van and AE(Tech) for HT Mobile Van of the respective division will be the Site Officer for monitoring the overall installation, commissioning & operation of VTS under his/her jurisdiction. He/she will issue the "Commissioning Certificates". The **consolidated report** of the overall completion of work under a Division as per the format of Commissioning Certificates should be signed by the Divisional Manager of respective Division.

**GCC.25.5. Liaison Officer:** AE(DCC)/DE(DCC) will monitor the overall technical matters and AM(HR&A) will monitor the overall administrative matters of respective Divisions for implementation of VTS project and will coordinate with vendor & site officers and IT&C cell Vidyut Bhavan for smooth operation of VTS. Moreover AM(HR&A) of concerned Division should be involved to mitigate any administrative problem between VTS vendor and Contractor of Mobile VAN.

**GCC.25.6. Paying Authority:** Manager (F&A), Establishment-Corporate, Vidyut Bhavan, WBSEDCL will be the paying authority.

### **Special Conditions of Contract (SCC)**

**SCC.1.** The special conditions of the contract, as depicted here, shall supplement the sections like IB, SW & GCC etc. and wherever there is a conflict, the provision herein shall prevail over other sections of this document.

**SCC.2.** The manpower deployed by the successful bidder for completion of the job not have any right whatsoever in getting employment in WBSEDCL.

**SCC.3.** Any scheduled date, if subsequently, is declared as holiday by competent authority, the revised schedule will be notified duly. However, in absence of such notification, the next working day, with scheduled time and venue will be considered as scheduled and Bidder(s) would be intimated accordingly.

**SCC.4.** WBSEDCL reserves the right to disqualify such bidders who have a past track record of not meeting contractual obligations (either in part or in full) against earlier contracts entered into with any unit of WBSEDCL.

#### **SCC.5. Confidentiality:**

**SCC.5.1** The Bidder(s) has to agree not to use the Confidential Information in any way, except for the purpose of execution of the Scope of Work.

**SCC.5.2** The Bidder(s) has to agree to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than WBSEDCL's employees having a need for disclosure in connection with Bidder(s)'s authorized use of the Confidential Information.

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

**SCC.5.4** Ownership of Confidential Information: The Bidder(s) has to agree that all Confidential Information shall remain the property of WBSEDCL, and that WBSEDCL may use such Confidential Information for any purpose without obligation to the Bidder(s). Nothing contained herein shall be construed as granting or implying any transfer of rights to the Bidder(s) in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information;

**SCC.5.5** Survival of Rights and Obligations: The Terms of Confidentiality set hereinabove, shall be binding upon, inure to the benefit of, and be enforceable by (a) WBSEDCL, its successors, and assigns; and (b) the Bidder(s), its successors and assigns;

In brief, strict confidentiality shall be maintained with respect to the contents of the data to be handled by the successful bidder and, any violation of this confidentiality clause may be treated as breach of trust and would lead to any or all of the penal actions as detailed below:

- I. Instant termination of the contract
- II. Engaging other agencies to carry out the remaining work with the condition that the cost of such work will be borne by the defaulting Bidder(s).

## **ANNEXURES**

<b>Item</b>	<b>Description</b>
Price Bid Sheet (BoQ)	Item Rate BoQ
FORM-I	Declaration of Mandatory Condition
FORM-II(A)	Checklist of Mandatory Condition
FORM-II(B)	Schedule of Bids
FORM-II(C)	Certificate of Yearly Turnover
ANNEXURE-I	Bid Proposal
ANNEXURE-II	Techno Commercial BID
ANNEXURE-III	Techno Commercial Deviation Sheet
ANNEXURE-IV	Proforma of Bank Guarantee for Bid Guarantee
ANNEXURE-V	Proforma of Declaration of Black Listing
ANNEXURE-VI	Proforma of Declaration Regarding abandonment or Rescission of Work
ANNEXURE-VII	Pre-Bid Query Format
ANNEXURE-VIII	Proforma of Contract Agreement
ANNEXURE-IX	Format for Bank Guarantee for contract Performance
ANNEXURE-X	Format for Additional PBG
ANNEXURE-XI	Proforma of confidentiality and non-disclosure agreement
ANNEXURE-XII	Service Level Agreement (SLA) conditions
ANNEXURE-XIII	liquidated damage clause
ANNEXURE-XIV	Commissioning certificate format
ANNEXURE-XV	Format of uptime/performance certificate

## Price Bid Sheet (BoQ) FORMAT

### Price BID for Vehicle Tracking System (VTS) for LT and HT Mobile Van of WBSEDCL plying throughout the West Bengal

<b>PRICE SCHEDULE</b> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )									
Sl. No.	Item Description	Quantity	Units	Price Excluding Tax In <b>Figures</b> To be entered by the <b>Bidder</b> Rs. P	GST rate in %	GST amount (Rs.) Col.7=( Col.5 * % of Col.6)	Amount including TAX in Rs Col.8=(Col. 6 + Col.7)	<b>TOTAL AMOUNT With Taxes</b> Col.9=(Col .3*Col.8)	<b>TOTAL AMOUNT In Words</b>
1	2	3	4	5	6	7	8	9	10
1.00	Quarterly charges per VTS device. (No. of device 1400 X 4 quarter X 5 years)	28000	Nos			0.00	0.00	0.00	INR Zero Only
<b>Total in Figures</b>								<b>0.00</b>	Zero Only
<b>Quoted Rate in Words</b>		<b>INR Zero Only</b>							

NOTE: -

- (a) Price bid is to be submitted strictly as per above format and all the columns duly filled in.
- (b) Partial & incomplete quotation will not be Accepted
- (c) The bidder has to declare as follows: -

**"We hereby declare that in quoting the above price, we have taken into account the entire Scope of Work along with all statutory taxes and levies as applicable till date except GST".**

**Signature of the bidder with Office Seal**

Dated-----

<b>FORM-I</b> <b>Mandatory Requirement (MR) of Bidder</b>				
Sl.	Description	Qualification Criteria	Evaluation/ Document Required	Submitted Yes/ No
1	Bidders Identity	The bidder should have to be registered under the Companies Act, 1956 (substituted by Companies Act 2013) / Proprietary Firm / Partnership Firm.	Certificate of incorporation (registration Number) as a Company under Companies Act. Or a registered partnership deed or relevant licensee as the case may be.	
2	Experience	<p>Bidder shall have working experience in supply, installation, commissioning and maintenance of vehicle tracking project throughout the jurisdiction of India consisting of atleast 500 no of VTS devices in a single order /250 no of devices in each of the two orders /170 no of devices in each of the three orders in a project.</p> <p>And Bidders shall have working experience regarding vehicle tracking project throughout the jurisdiction of India involving a minimum value of INR 3.5 crore in a single order/ INR 1.7 crore each in two orders/INR 1.2 crore each in three orders.</p>	<p>i. The bidder shall submit the documentary proof of orders received.</p> <p>ii. Certificate mentioning order reference from Ordering Authority with satisfactory completion / ongoing during last five years.</p>	
3	Financial Strength	a) Bidder(s) must have MAAT (minimum average annual turnover) should be equal to the estimated cost or more for last three financial years (i.e., for the F.Y. 2019-20, 2020-21 & 2021-22).	<p>Provide the turnover in a separate sheet (as per Form-II) with Auditor's signature along with following supporting document duly attested.</p> <p>i. Complete set of audit report for Companies for financial years 2019-20, 2020-21 &amp; 2021-22 are required to be submitted.</p>	

4	Workforce Capability	Bidder(s) must have technically sound personnel for execution of service who must have a professional / technical qualification and also experience in similar field.	List of Engineers details to be enclosed	
5	Authentication	Bidder(s) must submit a certificate, on company letter head, stating that the bidder hasn't been blacklisted by any institution/ organization/ society/ company of the Central / State Government ministry/department, or its public sector organizations during the last five years, with company stamp and signed by authorized signatory.	Self-Certificate on company letter head with company stamp and signed by authorized signatory.	
6	Office Location	Bidder(s) must have office within India. If office does not exist at Kolkata, then the same must be opened at Kolkata within 30 days from the date of execution of Contract agreement. In that case Bidder must submit an Undertaking regarding the same.	Address of office at Kolkata along with Telephone No, Fax and Contact person's identity.	
7	Call logging facility with service Centre	Must have capability to maintain installed System efficiently. The Bidder must have Phone Number for service support where user shall log complaints. Must have service centre at Kolkata.	i. Call log-in facility along with phone no. for WBSEDCL. ii. Address of Kolkata Service Centre.	
8	MAF	The bidder other than OEM should submit valid letter from the OEMs confirming the following: a. Authorization from OEMs for I. bidder to offer respective items quoted, and also II. Undertake that the support including spares, patches for the quoted products shall be available for entire period of contract.	a. Manufacturer Authorization Certificate (MAF) in original confirming next 5 years comprehensive support for all items quoted by bidder b. Written Declaration by the bidder confirming the Bill of Material accompanied by written declarations from respective OEMs involved.	
9	Spare & Stock	The vendor shall maintain sufficient spare of VTS devices which is located at Kolkata at his own cost for the entire contract periods.	Self-Certificate on company letter head with company stamp and signed by authorized signatory.	

10	Conflict of Interest	Conflict of Interest as per relevant clause.	Undertaken is to be given.	
11	Statutory obligation	Must Comply with all statutory obligations.	<ul style="list-style-type: none"> <li>(i) Self-attested copy PF Registration Certificate.</li> <li>(ii) Self-attested copy of PAN Card.</li> <li>(iii) Self-attested copy of Trade License Registration Certificate.</li> <li>(iv) Self-attested copy of GST Registration Certificate.</li> <li>(vi) Self-attested copy of Authorization for signing the tender documents.</li> <li>(vii) Self-attested copy of IT Return for the Financial Year 2019-20, 2020-21 &amp; 2021-22.</li> </ul>	

**Signature of the bidder with Office Seal**

Dated-----



**FORM- II(A)**  
**Checklist of Mandatory Conditions**

West Bengal State Electricity Distribution Company Limited																
Tender Notice No. WBSEDCL/IT & C /96/ 520			Dt.: 15.09.2022													
Details of information to be provided in support of Mandatory condition (copy of Supporting document to be submitted with the bid)																
Sl. No.	Item Details	Details														
1	Contact Person with Telephone No., Mobile No., E-mail ID and FAX No. of the Bidder															
2	Communication details of Office at Kolkata															
3	PF Registration No. & valid up to (a copy should be enclosed)															
4	Permanent Account No. (PAN)															
5	GST registration No.															
6	SSC Code of GST															
7	Company Registration No.															
8	Trade License No.															
9	Earnest Money (Amount and in the form of BG/online) submitted															
10	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Whether agreed to (YES/NO):</td> <td colspan="2"></td> </tr> <tr> <td>a) Terms of Payment:</td> <td></td> <td>c) Risk purchase clause:</td> <td></td> </tr> <tr> <td>b) Earnest Money clause:</td> <td></td> <td>d) Liquidated damage clause:</td> <td></td> </tr> </table>				Whether agreed to (YES/NO):				a) Terms of Payment:		c) Risk purchase clause:		b) Earnest Money clause:		d) Liquidated damage clause:	
Whether agreed to (YES/NO):																
a) Terms of Payment:		c) Risk purchase clause:														
b) Earnest Money clause:		d) Liquidated damage clause:														
11	Annual Turn Over for each of last three financial years	2019-20 (in INR crore)	2020-21 (in INR crore)	2021-22 (in INR crore)												

12	Orders received and executed by the bidder	Financial Year	Organization where worked with Contact Telephone No. and FAX No.	Order No. and Date with Value of the Order	Completion / ongoing Certificate with date (indicating order reference no.)
		Signature of the Bidder with Seal			

**FORM- II(B)****SCHEDULE OF BIDS**

1.	Name of the tenderer with office address Tel No./Fax no./Email address	:			
2.	Address of Kolkata office and Tel no./Fax no./ E-mail address with the name of contact person	:			
3	Contact Person with Telephone No., Mobile No., E-mail ID and FAX No. of the Bidder	:			
4.	GST registration No.	:			
5.	Earnest Money (Amount and in the form of BG) submitted	:	6.	Category of organization	
7.	Details of Earnest Money in BG as submitted:	:	8.	Company Registration No.	
9.	PAN Card No.	:			
10.	Whether agreed to <b>(YES/NO):</b>				
	a) Terms of Payment	:	c)	Risk purchase clause	
	b) Earnest Money clause	:	d )	Liquidated damage clause	
11.	Offer valid upto	:	<b>180 days from the date of opening of the Tender.</b>		
12.	The price should be Firm.	:	<b>The Prices are Firm.</b>		
13.	Whether the bidder has submitted a) GST certificate b) Copy of PAN Card c) Company Registration certificate d) PF Registration No. & valid up to (a copy should be enclosed) e) Trade License Certificate f) IT Returns				

**(Signature and Seal of Tenderer)**

Dated-----

**FORM- II(C)**

**Certificate regarding Summary Statement of Yearly Turnover**

This is to certify that the following statement is the summary of the audit report /tax audit report arrived in favor of ..... for the **any three consecutive** years or for such period since inception of the Firm, if it was set in less than such three year's period.

Sl. No.	Financial		Remarks
	Year	Turnover rounded up to two digits after decimal (Rs. In Lakh)	
1.	2019-20		
2.	2020-21		
3.	2021-22		
Total			

Average Turnover:

**Note:**

1. Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
2. Average turn over for 3 years is to be obtained by dividing the total turnover by 3 (**any three consecutive** years out of above-mentioned years)

**(Signature with Designation & Seal)**

Dated-----

## **ANNEXURE-I: BID PROPOSAL**

### **From**

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

To  
The Chief Engineer,  
IT & C Cell,  
West Bengal State Electricity Distribution Company Limited,  
3<sup>rd</sup> Floor, Block- 'D', Vidyut Bhavan.,  
Bidhannagar, Kolkata- 700 091.

Sub.: Invitation to Bid Vehicle Tracking System (VTS) for LT and HT  
Mobile Van of WBSEDCL plying throughout the West Bengal.

Dear Sir,

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

3. BID GUARANTEE:

We have enclosed a Bid Guarantee in the form of Bank Guarantee from ..... drawn in favour of WBSEDCL for an amount of Rs.....

4. DEVIATIONS:

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

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

5. WORK SCHEDULE:

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal, we fully understand that the work completion schedule stipulated in the proposal is the essence of the Contract, if awarded. The completion schedule of the various major key phases of the work will be as per time Schedule submitted by us and approved by WBSEDCL in order to maintain the completion time schedule of bid documents.

6. CONTRACT PERFORMANCE GUARANTEE:

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent to ten percent (10%) of the Contract Price as stipulated in Bid document in the form of Bank Guarantee (Please specify the form of guarantee) in your favour and enter into a formal agreement with you within 30 (thirty) days from the date of placement of Letter of Award.

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

Thanking you, we remain,

Yours faithfully,

Date \_\_\_\_\_

Place \_\_\_\_\_

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

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

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

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

Business Address:

Name & Address of Authorized Signatory:

**ANNEXURE-II: TECHNO COMMERCIAL BID****Specifications for VTS Devices**

<b>SI No</b>	<b>Device</b>		<b>Compliance Yes/no</b>
<b>1</b>	<b>VTS DEVICES</b>	Minimum IP 65 complied: The device should be dust, temperature, tamper and vibration proof. Also, it should send alerts when it is tampered.	
		OTA Firmware configurable and OTA firmware upgradable.	
		Size of the device shall be small. It is required for easy and quick installation.	
		The SIM slot should be integrated or fixed with the tracking device	
		Device should be capable to provide seamless data transfer using suitable communication technology as and when required.	
		The SIM should be configured in such way that it doesn't have any facility for voice communication other than requisite transfer of data communication to main server. IOT SIM preferable.	
		Internal Rechargeable Back-up Battery of more than 8 hours is required for a good performance	
		Power input port shall be compatible with 9-32 V DC Battery Source of the vehicle.	
		Internal antenna	
		Internal memory for storage: Minimum 200000 tracking records should be stored as per the scope.	
		Support different climatic conditions in the jurisdiction of WBSEDCL.	
		Low power alarm and power on/off alarm	

### **ANNEXURE-III**

#### **TECHNO COMMERCIAL DEVIATION SHEET**

**1.**If the proposal has got any deviation from the Technical specification, the bidder shall tabulate those deviations clause by clause.

<b>Sl. No</b>	<b>Clause No</b>	<b>Description</b>	<b>Deviation offered</b>	<b>Remarks:(+) ve / (-)ve</b>

**2.** If the proposal has got any deviation from the commercial terms, the bidder shall tabulate those deviations here clause by clause.

<b>Sl. No</b>	<b>Clause No</b>	<b>Description</b>	<b>Deviation offered</b>	<b>Remarks: (+)ve /(-) ve</b>

Signature of Authorised Signatory with office seal

Name and address of the bidder:

**Note: When there is no deviation, this sheet is to be submitted with the offer duly signed with an endorsement indicating "No Deviation".  
Deviations not indicated here will not be taken into consideration.**



**ANNEXURE-IV: PROFORMA OF BANK GUARANTEE**  
**FOR BID GUARANTEE (Earnest Money)**  
(To be stamped in accordance with Stamp Act)

Ref. No.:

Date:

To  
The West Bengal State Electricity Distribution Company Limited  
Vidyut Bhawan  
DJ Block, Sector - II  
Salt Lake, Kolkata - 700 091

Dear Sirs,

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

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

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

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

All rights of West Bengal State Electricity Distribution Company Limited under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless WBSEDCL enforce a claim under this Guarantee against the Bank within three months from the above-mentioned expiry date of validity or, from that of the extended date.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 2022 at \_\_\_\_\_.

**WITNESS:**

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

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

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

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

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

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

Attorney as per Power of Attorney No.

\_\_\_\_\_

Date

\_\_\_\_\_

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

**ANNEXURE-V: PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING**

Reference: Tender Notice No. WBSEDCL/IT & C/96/520

Dtd. 15.09.2022

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

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

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

Signature of Authorised Signatory with office seal

**ANNEXURE-VI: PROFORMA OF DECLARATION REGARDING ABANDONMENT OR  
RESCISSION OF WORK**

Reference: Tender Notice No. WBSEDCL/IT & C /96/520

Dtd. 15.09.2022

We hereby declare that we neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years, except as indicated below:

*(Here give particulars of abandonment or rescission of work, and in absence thereof state "NIL")*

It is understood that if this declaration is found to be false, The WBSEDCL shall have the right to reject the Bid and if the bid has resulted in a contract, the contract is liable to be terminated.

Signature of the Tenderer with seal

Dated \_\_\_\_\_

## **ANNEXURE-VII: PRE-BID QUERY FORMAT**

West Bengal State Electricity Distribution Company Limited  
Tender Notice No. WBSEDCL/IT&C/96/ 520 Dated: 15.09.2022

### **Pre-BID Query Format**

#### **Name of the Bidder:**

Sl. No	Clause No of the Tender Document	Page No of the Tender Document	Text Details	Query Details	Justification of the Query	Remarks
1						
2						
3						
:						
:						
N						

**ANNEXURE-VIII: PROFORMA OF "CONTRACT AGREEMENT"**  
**(To be executed on non-Judicial stamp paper of Rs. 100/-)**

This Agreement made this.....day of.....two thousand..... between West Bengal State Electricity Distribution Company Limited, having its head office at Vidyut Bhavan, Bidhannagar, Kolkata – 700 091 (hereinafter referred to as 'Owner' or 'WBSEDCL', which expression shall include its administrators, successors and assigns on one part) and **M/S -----** (hereinafter referred to as the 'Contractor', which expression shall include its administrators, successors, executors and permitted assigns) on the other part.

WHEREAS WBSEDCL is desirous to implement of Vehicle Tracking System (VTS) for LT and HT Mobile Van of WBSEDCL plying throughout the West Bengal as per its LOA No. -----

AND WHEREAS **M/S -----** had awarded the Contract on terms and conditions, documents referred to therein, which have been acknowledged by **M/S -----** resulting into a "Contract".

**1) NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -**

**1.0 Article**

**1.1 Award of Contract**

**WBSEDCL awarded the Contract to Contractor for implementation of Vehicle Tracking System (VTS) for LT and HT Mobile Van of WBSEDCL plying throughout the West Bengal on the terms and conditions contained in its Letter of Award No. -----, and the documents referred to therein. The award has taken effect retrospectively from the date of issue of the Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the 'Contract Documents' referred to in the succeeding Article.**

**2.0 Documentation**

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Documents").

- i. Tender No.-----**
- ii. LOA No. -----**

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conform to the Bidding Documents and what has been specifically agreed to by the Owner in its Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its 'Proposal' but not agreed to specially by the Owner in its Letter of Award shall be deemed to have been withdrawn by the Contractor. For the sake of brevity, this agreement along with its aforesaid Contract Documents shall be referred to as the 'Contract Agreement'.

### 3.0 Conditions & Covenants

3.1 The scope of Contract, Consideration, Terms of Payment, Taxes wherever applicable, Insurance, Liquidated Damage, Performance Guarantees and all other terms and conditions are contained in WBSEDCL's Letter of Award No. ----- read in conjunction with other aforesaid Contract Documents. The Contract shall be duly performed by the Contract Documents, but which are needed for successful, efficient, safe and reliable operation of the system unless otherwise specifically excluded in the specifications under 'exclusions' or 'Letter of Award'.

3.2 The scope of work shall also include supply and other activities of all such items which are not specifically mentioned in the Contract Documents, but which are needed for successful, efficient, safe and reliable operation of the entire supplied and commissioned system unless otherwise specifically excluded in the specifications under 'exclusions', or 'Letter of Award'.

#### 3.3. Time Schedule

Time is the essence of the Contract and schedules shall be strictly adhered to. "M/S -----" shall perform the work in accordance with the agreed schedules.

#### 3.4. Quality Plans

3.4.1 The Contractor agrees to provide the Owner with the necessary facilities for carrying out inspection, quality audit and quality surveillance of Contractors and its Sub-contractor's Quality Assurance Systems.

3.4.2 It is expressly agreed to by the Contractor that the quality tests and inspection by the Owner shall not in any way relieve the Contractor of its responsibilities for quality standards, performance guarantee and their other obligations under the Agreement.

**3.5** The Contractor guarantees that the equipment used under the contract shall meet the ratings and performance parameters as stipulated in the technical specifications and in the event of any deficiencies found in the requisite performance figures, the Owner may at its option reject the equipment package or alternatively accept it on the terms and conditions and subject to levy of the liquidated damages in terms of contract documents. The amount of liquidated damages so leviable shall be in accordance with the contract documents.

**3.6** It is further agreed by the Contractor that the contract performance guarantee shall in no way be construed to limit or restrict the owner's right to recover the damages/compensation due to short-fall in the equipment performance figures as stated in Para 3.5 above or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and or otherwise.

**3.7** The contract performance guarantee furnished by the Contractor is irrevocable and unconditional and the Owner shall have the powers to invoke it notwithstanding any

dispute or difference between the owner and the contractor pending before any court tribunal, arbitrator or any other authority.

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

#### **4.0 SETTLEMENT OF DISPUTES**

- 4.1 During execution of this contract, if any dispute arises thereby, shall be settled amicably between WBSEDCL and yourself to the extent possible.**
- 4.2 The necessary legal affairs and / or court case shall be exclusively within the jurisdiction of Kolkata High Court at Kolkata only.
- 4.3 Notice of Default: Notice of default given by either party to the other party under Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by fax or by registered mail with acknowledgements due addressed to the signatories at the addresses mentioned at Kolkata.**

**IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution where of has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Kolkata.**

-----  
**(Signature of Ordering Authority with Printed Name, Designation, Office Seal)**

-----  
**(Signature of Contractor with Printed Name, Designation, Company's Seal)**



## **ANNEXURE-IX: FORMAT OF BANK GUARANTEE FOR CONTRACT PERFORMANCE**

(To be stamped in accordance with Stamp Act)

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

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

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

To

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

Dear Sir,

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

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

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

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to \_\_\_\_\_ and shall remain in force up to and including \_\_\_\_\_ and shall be extended from time to time for such period, as may be desired by M/s. \_\_\_\_\_ to whose behalf this guarantee has been given.

All rights of WBSEDCL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless the WBSEDCL enforce a claim under this guarantee against the Bank within three months from the above-mentioned date or from the extended date.

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

***Witness:***

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Name)

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

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

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

Date \_\_\_\_\_

## **ANNEXURE-X**

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

To,

.....(Designation of Engineer-in-Charge)

.....(Office address of Engineer-in-Charge)

.....

WHEREAS.....(Name and address of Contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contract No.

.....

.....

.....Dated.....to

execute.....(name of Contract and brief description of Works)(hereinafter called "the Contract").

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

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

NOW THEREFORE we.....(indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, 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 Rs..... (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

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

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

This Guarantee shall be valid upto.....It 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. upto.....of this guarantee all our liabilities under this guarantee shall cease to exist.

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

By:

SIGNED, SEALED AND DELIVERED  
For and on behalf of the BANK

(Signature)  
(Name)  
(Designation)  
(Code Number)  
(Address)

NOTES: (1) The bank guarantee should contain the name designation and code number of the officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as issuing Branch should be mentioned on the covering letter of issuing Branch.

**ANNEXURE-XI**  
**PROFORMA OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**  
**(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)**

Date:

West Bengal state Electricity Distribution co. Ltd.  
Vidyut Bhavan, Block -DJ, Sector -11,  
Bidhannagar, Kolkata  
West Bengal (India) -700091

Dear Sir,

Sub: Undertaking implementation of Vehicle Tracking System (VTS) for LT and HT Mobile Van of WBSEDCL plying throughout the West Bengal

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

WBSEDCL will be providing us with access to certain information, which has been designated as confidential information, and which relates to the "Implementation of Vehicle Tracking System (VTS) for LT and HT Mobile Van of WBSEDCL plying throughout the West Bengal."

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

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

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

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

Yours faithfully,

**(Name of the authorized person of the Vendor)**

Name of the Company,  
Address of the Company.

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

**(Signature)**

.....(Date)

For and on behalf of WBSEDCL

Designation:

Office Address:

## **ANNEXURE-XII**

### **Service Level Agreement (SLA)**

'Uptime' formula is based on data packet received from the VTS devices. The 'Uptime' calculation shall take into consideration the following cases:

- (a) The specific period vehicles are under maintenance.
- (b) The specific period for device de-installation & re-installation as required by WBSEDCL.
- (c) The specific period for VTS device theft from Vehicles or accident of the Vehicles.
- (d) Damage caused by force of nature, external causes, or act of any third party.

For all the above, confirmation shall be required from site-offices either through letter or E-mail for consideration of data packets for uptime calculations.

The successful bidder shall provide a quarterly system generated report on VTS Uptime computation based on definition provided in the tender document i.e. for all VTS devices installed. Any issues related to the performance of the VTS devices shall be rectified within the quarter by the bidder.

The quarterly uptime details will be made available electronically to WBSEDCL on daily basis. WBSEDCL may audit or have audited the successful bidder's uptime calculation, at their cost.

#### **CALCULATION OF QUARTERLY UPTIME OF VTS DEVICES:**

The definition and calculation of 'VTS Uptime' is given below:

1. Definition - The 'Uptime' is defined as availability of " data packet" at a given period of time.

2. Uptime of devices shall be calculated by the formula " $X/Y$ " given below:

- (i) 'X' is the actual number of data packets received from each device quarterly.
- (ii) 'Y' is the total number of data packets to be received from each devices at an interval of Max. 15 Sec, quarterly.

3. Following Data is considered for calculating the uptime:

- i. Data sampling & uptime will be done at an interval of 15 sec.
- ii. Data refreshment is done automatically at maximum interval of 15 sec.

5. The total number of data packets during a quarter is calculated based on the number of data packets which should be ideally generated considering data updation at an interval of 15 second i.e. (4 x 60 min x 24 hrs. x 90 days).

6. Exclusions for calculation of 'X' –

- (a) Damage of the VTS device due to WBSEDCL's fault (to be proved by the successful bidder as per point no 8 below) will not be considered as successful bidder's liability and hence credit will be given to the successful bidder for the same.

(b) Other causes like vehicles meeting with accidents, Police cases, Suspension/Blacklisting, will not be considered as vendor's liability.

**7. Administration of finalizing the percentage visibility:** Vehicle Tracking System to have online module for certifying the cause of visibility loss. If a vehicle is not visible in spite of being on job-operation on any given day, the Site In-Charges of respective WBSEDCL sites will be required to certify the following causes –

- (a) Accidents if any
- (b) Police case / seizure
- (c) Other unfair means.

8. Implications of clause 6 & 7 above:

- (a) In case 7(a), 7(b) & 7(c) is chosen, the successful bidder will be given full credit for the day & further till the day vehicle again serviceable.
- (b) For cases of Device missing or damaged, successful bidder will not be given credit unless he conclusively proves the same within 7 working days. In this case, onus will be on successful bidder to prove the same.
- (f) Damaged or missing device as per sl. no. 7, will have to re-install by the vender within 15 working days of the incident.

For all the above mentioned reason a confirmation shall be required from site-offices either through letter or E-mail.

9. A call must be logged by the site officers against the case of damage / non-working of VTS device.

10. Example for calculation of VTS uptime for particular device -

For a duration of 24 hrs.(1 day)

Data updation interval – 15 sec.

Say, Actual no of prompts received – 5000.

No of prompts to be received =  $24 \times 60 \times 60 / 15 = 5760$

Uptime =  $5000 / 5760 = 86.81\%$

11. A report will be generated based on the above formula and after the absorption of the losses of data due to the above-mentioned causes and will be called the "**UPTIME REPORT**".

12. The **overall uptime** calculation will be the weighted summation on the total number of vehicles based on the "UPTIME REPORT".

13. The **overall downtime** is "**100 – overall uptime**".

14. Amount deduction due to downtime greater than 1%.

$$\begin{aligned} \text{Deduction due to Downtime} &= (\text{Quarterly charges of per VTS devices} \\ &\quad \times \text{Total number of installed VTS devices}) \\ &\quad \times ((\text{overall downtime for that Quarter}/3)^2)\% \end{aligned}$$



**ANNEXURE- XIII: Liquidate Damage**

<b>Sl No.</b>	<b>Liquidate Damage</b>	<b>Rate of Compensation</b>	<b>Submitted Yes/No</b>
1.	Delay in repair of VTS beyond 72 hours of logging of the complaint till the day of repaired VTS is re-installed.	Rs 100/- (one hundred) per day, per unit.	
2.	Non-installation of new VTS devices for additional Vehicle or shifting VTS to designate vehicle and making it operational beyond 96 hours from issuance of formal order for the same.	100/- (one hundred) per day per Vehicle.	

All sums payable by way of compensation/liquidated damages shall be considered as reasonable compensation without reference to the actual loss or damage, which shall have been sustained.

For the purpose of liquidated damages, the certification of WBSEDCL official shall be final and binding and at the discretion of WBSEDCL.

## **ANNEXURE-XIV**

### **Commissioning Certificate**

Ref LoA No:

Name of Division Office:

Sl. No.	CCC/ Sub-station name under respective Division.	Vehicle No.	VMU device Sl. No.	VMU device installation & commissioning Completed (Y/N) And Date	Satisfactory hands-on training on the operation of the system. (Y/N)	The Vehicles are successfully monitored both from Web application at PC and Mobile Apps smartphone	Remarks

---

Signature of Successful Bidder's Representative  
Designation and Stamp

---

Signature of WBSEDCL's Site Officer  
Designation and Stamp

**ANNEXURE-XV**

**Up-time Certificate**

Sl No	Zone	Region	Division	CCC /Sub Stn	Vehicle Number	Average quarterly Up-Time in (%)
1						
2						
3						
:						
:						
N						
Average Uptime for .....(N) no. of vehicles)						

Signature of Controlling Officer, WBSEDCL  
Designation with stamp