

West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise.)



INVITATION OF e-TENDER FOR

**"Round the clock Facility Management Services of Non-SCADA items at SCADA Centre
under Kolkata Zone, WBSEDCL"**

N.I.T. NO. ZMK / ELEC / e-TENDER / 2020_2021/ T-39/15 DATED 05.01.2021

KOLKATA ZONAL OFFICE

19/A, British Indian Street : 3rd floor, K o l k a t a - 700069

Ph no- 033 226 22640/41

Fax No- 033 2210 7570

E-mail: kolkata_zone@yahoo.com

CIN-U40109WB2007SGC113473

CONTENTS

- Section I : Notice Inviting e-Tender
- Section II : Invitation for Bids (IFB)
- Section III : Instruction to bidders (ITB)
- Section IV : General Conditions of Contract (GCC)
- Section V : Annexure



West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)
KOLKATA ZONAL OFFICE

WBSEDCL

Kolkata Zonal Office, WBSEDCL:
19/ A, British Indian Street, Kolkata - 700069
Phone: (033)- 2262-2641
FAX: (033) – 2210-7570
E-mail: zmkolkata.wbseb@gmail.com

Regd. Office of WBSEDCL:
Vidyut Bhavan,
Block-DJ, Sector – II,
Bidhannagar,
Kolkata – 700 091.
Website-www.wbsecl.in

NOTICE INVITING e-TENDER

Tender Notice No. ZMK /Electrical / e-Tender / 2020_2021 / T-39 /15

Dated: 05.01.2021

e-tender in two parts is invited from bonafide, experienced and resourceful bidders having relevant work experience in Companies / Establishment / Utilities of repute:-

- **Name of the work** : Round the clock Facility Management Services of Non-SCADA items at SCADA Centre under Kolkata Zone, WBSEDCL.
- **Estimated Cost** : 72,00,000.00/-
- **Earnest Money (EMD)** : 1,44,000.00/-
- **Contract Period** : 03 (Three) Years.
- **Tender Fee** : 3500 + 18% GST (Non refundable)

Intending bidders desirous of participating in the tender are to log on to the website <https://wbsecl.in> for the tender. The tender can be searched by typing WBSEDCL in the search engine provided in the website. Further other details including qualifying requirements please visit www.wbsecl.in or office notice board of the above office.

KEY DATES

A.	Date of Publishing of NIT & other Documents	12.01.2021 AT 11.00 hrs
B.	Documents download start date	12.01.2021 AT 11.00 hrs
C.	Pre-Bid discussion	18.01.2021 AT 14.00 hrs
D.	Bid submission starting date	20.01.2021 AT 11.00 hrs
E.	Bid submission closing date	01.02.2021 AT 15.00 hrs
F.	Last date of physical submission of Tender Cost and EMD (Offline)	05.02.2021 AT 15.00 hrs
G.	Techno-commercial bid opening date	08.02.2021 AT 15.00 hrs
H.	Techno-commercially qualified bidders' list uploading date	To be notified later
I.	Price bid opening date	To be notified later

- If a Holiday falls on any of the key date then key date shall be considered on next working day.

SECTION – II

INVITATION OF BID

1. INTRODUCTION:-

West Bengal State Electricity Distribution Company Limited (WBSEDCL), A Govt. of West Bengal Enterprise is a major power utility of the state with consumer strength over 1 Crores. From the objective of reducing Aggregate Technical and Commercial (AT&C) losses and supply of quality power SCADA system has been installed and commissioned at New Town, under Kolkata Zone, WBSEDCL. The SCADA centre is covered mainly by the followings areas:-

- a) Server Room**
- b) UPS and Power Supply Room**
- c) Battery Room**
- d) NMS cum Development Room**
- e) Control Room**
- f) BMS Room**
- g) DTS Room**
- h) Conference Room**
- i) Lobby I**
- j) Lobby II**

Facility Management Services in this SCADA Center is required.

2. SCOPE OF Service:-

Round the clock Facility Management Services of Non-SCADA items at SCADA Centre under Kolkata Zone, WBSEDCL. The main NON-SCADA items are as follows: -

- a) Electrical power system of Kolkata SCADA Control center including the UPS system and earthing systems.
- b) Smoke detection.
- c) Fire suppression system.
- d) CCTV camera and access control system.
- e) Rodent repellent system.
- f) Water leakage detection.

The service shall be restricted to the abovementioned areas and shall in no way overlap with the operation and maintenance of the Kolkata SCADA.

3. ELIGIBILITY CRITERIA OF THE BIDDER:-

The bidder must possess: -

- a) The requisite experience, strength and capabilities in providing Facility Management Services, having value not less than 50% of the estimated cost in single contract for at least 03 (Three) years at least in any SCADA Control Centers/ Data centers in the last 06 (Six) years.
- b) ISO certification relevant to Facility Management Services and valid as on the date of bidding.
- c) One establishment at Kolkata or adjucent.

4. OTHER STATUTORY REQUIREMENTS :-

The Bidder shall furnish the following documents

- a) EPF registration
- b) I.T Return for last three financial years & PAN Card
- c) GSTIN, HSN Code & SAC
- d) Professional Tax Paid Certificate, if applicable in the concerned jurisdiction.
- e) ESI Registration
- f) Experience as a sole contractor in execution of similar nature of work for last 03 (three) years.
- g) Information regarding any past and current litigation with WBSEDCL / WBSETCL /Govt / PSU in which the bidder is involved the party's concerned and disputed amount.
- h) List of key personnels.

5. Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode

Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

6. Tender fee shall have to be deposited offline in the form of CTS 2010 compliant Demand Draft (DD) / Pay Order on any Scheduled Bank approved by Reserve Bank of India with validity of 3 (three) months drawn in favour of "*West Bengal State Electricity Distribution Company Limited*" payable at Kolkata which is to be submitted at the cash counter, Kolkata Zone, timing of which will be intimated later on. GST at the rate 18% shall be applicable on the Tender fee.
7. Earnest Money Deposit amounting to Rs 1,40,000.00/- (Rs. One Lakh Forty Thousand Only) shall be submitted individually along with the offer. The Earnest Money Deposit shall be submitted by CTS 2010 compliant *Demand Draft (DD) / Pay Order* on any Scheduled Bank at the cash counter, Kolkata Zone, timing of which will be intimated later on. Earnest Money Deposit in any other form or amount will not be accepted.
8. The bidder shall submit along with the offer necessary documents in support of credential (related to the tender) towards financial capabilities to the extent of the estimated financial capacity of the tenderer.
9. WBSEDCL reserves its right to take decision keeping its financial interest. The provisions of Purchase Policy along with the Civil Works Policy of WBSEDCL with subsequent amendment will be applicable.
10. If the offer is submitted without or inadequate Earnest Money, the bid will not be opened. In case of incomplete offer, the tender will be liable for rejection and Earnest Money Deposit will be forfeited.
11. The offer against tender should remain valid for a minimum period of 180 days from the date of submission of the Price bid or Revised Price bid if any. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.
12. Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.
13. WBSEDCL is not bound to accept the lowest tender and reserves the right to cancel any or all the tenders unilaterally.
14. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.
15. Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders, General Conditions of Contract of this tender along with the Revised Purchase Policy and Civil Works Policy of WBSEDCL.
16. Price Bid of a bidder will be considered only if his Techno-commercial Bid is found acceptable by WBSEDCL. Decision of WBSEDCL will be final and absolute/binding in this respect. The list of techno-commercially qualified bidders will be displayed in the said website in due course.
17. Conditional / Incomplete tender will not be accepted under any circumstances.

NOTE:

- a) WBSEDCL reserves the right to reject or accept any Bid or part thereof or all Bids received at its sole discretion without assigning any reason (s) whatsoever.
- b) WBSEDCL reserves the right to go to divisible contract, if necessary.
- c) WBSEDCL is not necessarily bound to accept the lowest offer.
- d) Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
- e) Tender submitted after expiry of scheduled date and time shall not be considered.
- f) The Bidding Documents are not transferable and cost of the same is not refundable under any circumstances.
- g) No interest shall be payable for Earnest Money.
- h) Any extraneous conditions will be treated as non-responsive.
- i) The Bids must be submitted in prescribed proforma only.
- j) Bidders shall ensure that all pre-requisites are duly fulfilled by them and if there be any dispute regarding non-submission of any document, WBSEDCL reserves the right to cancel the Bid unilaterally without assigning any reasons whatsoever.
- k) The bidder is expected to examine carefully all instruction, conditions, forms, schedules terms, annexure. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, may lead to rejection.

SECTION – III

INSTRUCTION TO BIDDERS

1. GENERAL GUIDANCE FOR e-TENDERING:

1.1) Registration of Bidder:

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

1.2) Digital Signature Certificate (DSC):

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

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

c) Submission of Tenders:

Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the Contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for, in the tender, through the above website within the stipulated date and time as given in the Tender Notice. Tenders are to be submitted in two folders - one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

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

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

2. DOCUMENTS TO BE UPLOADED:

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

- a) Bid documents as uploaded by WBSEDCL.
- b) Scanned copy of CTS 2010 compliant Demand Draft (DD) / Pay Order towards tender fee as prescribed in the NIT, in favour of "West Bengal State Electricity Distribution Company Limited" payable at "Kolkata".
- c) Scanned copy of CTS 2010 compliant Demand Draft (DD) / Pay Order towards EMD as prescribed in the NIT, in favour of "West Bengal State Electricity Distribution Company Limited" payable at "Kolkata".
Self-attested copies of GSTIN, HSN Code & SAC, PAN, Professional Tax Paid Certificate, if applicable in the concerned jurisdiction., EPF Registration Certificate. I.T. Return Copy for last 3 (three) financial years, ESI Registration (if applicable) and Documentary evidence(s) regarding fulfillment of Commercial eligibility criteria.
- d) Self-attested copies of orders with work completion certificates from Client to establish work experience as required in the NIT.
- e) The tender by a partnership firm must be furnished with full names of all partners and be signed with partnership name, followed by the signature (s), designation(s) of the authorized partner(s) or other authorized representative(s).

Failure of submit any of the above documents will render the bidder liable to be rejected for techno-commercial bid.

The above should be arranged in the following manner:

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

Sl. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	a) PAN Card. b) GSTIN, HSN Code & SAC c) Professional Tax Paid Certificate, if applicable in concerned jurisdiction.

			d) EPF registration certificate and challans for last month. e) E.S.I Registration (if applicable)
02.	Other Important documents	OID	a) Information regarding any past and current litigation with WBSEDCL / WBSETCL /Govt / PSU in which the bidder is involved the party's concerned and disputed amount. b) List of key personnels. c) Properly filled up Annexure.
03.	Company Detail(s)	Company Detail	
04.	Credentials	Credential	a) Experience as a sole contractor for execution of similar nature of work for last 3 (Three) years and details of work in hand. b) Documents of Credential (in the form of work completion certificates and payment certificates).
05.	Financial Information	Financial Information	a) Copy of IT returns for last 3 <i>financial years</i> . b) Annual Audited Financial Report for last 3 years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whose Audits of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA and Form 3CB) for last 5 years. [Non-statutory documents] c) Average annual turnover during last three years shall not be less than 30% of the estimated cost. d) Working capital in the year, preceding the year of bid submission, shall not be less than 30% of the estimated cost. e) In case documents certifying credit facility from a scheduled bank is submitted, the requirement shall be judged by adding available credit facility and working capital taken together.
06.	Earnest Money	Earnest Money	Scanned copy of Bank Draft / Pay Order.
07.	Tender Cost	Tender Cost	Scanned copy of Bank Draft / Pay Order.

• **Original documents may be required to be verified.**

- The bidder shall have to go through all the "Annexures" enclosed in this bid document and submit the filled in proforma of the appropriate/relevant annexures with the bid document putting the signature with seal of the Company before uploading the tender viz. Annexure-II (proforma of letter of undertakings), Annexure-VI(Bid Proposal),Annexure-XI(List of document for qualification of the bidder),Annexure-XIV(Proforma of declaration of Black Listing/Holiday Listing) etc.
- If there is no deviation from the bid, the Annexure-X, Annexure-XII, Annexure-XIII should be stroked out and signed with seal of the Company before uploading the bid document.

3. QUOTING OF RATE:

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

4. VALIDITY OF BIDS:

Price bid of the tender shall be opened within a stipulated time limit from the date of opening of Part-I preferably within 30 (thirty) days. Bids shall remain valid for a period of 180 (one hundred & eighty) days from the date of submission of the Price bid or Revised Price bid if any. However, prior to expiry of the original Validity Period, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further period of maximum 90 (ninety) days without any change in terms & conditions of the offer. The bidder may refuse the request without forfeiting his Bid Security / EMD.

5. EARNEST MONEY DEPOSIT (EMD):

The bidder shall deposit the requisite earnest money offline, in the form of 'Bank Draft'/Pay Order in favour of "West Bengal State Electricity Distribution Company Limited" on any scheduled Bank payable at "Kolkata", within stipulated deadline and shall also be uploaded with the bid.

Bidders shall collect D.C.R from the respective cash section for deposit of the earnest money.

Exemption from deposit of earnest money/bid guarantee shall not be allowed under any circumstances.

Tenderer shall not claim any interest on Earnest Money Deposit.

Earnest money will be refunded to the unsuccessful Tenderers after finalization of the tender but not later than 60(sixty) days after the expiry of the period of bid validity prescribed by WBSEDCL. In case of successful Tenderers, EMD will be refunded only after submission of the Performance Bond / Guarantee/Security deposit as per terms of contract.

The bid guarantee/EMD shall be forfeited:

5.1 If during the period of validity specified by the bidder, the bidder withdraws/modifies its bid as a whole or part.

5.2 If bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.

5.3 In case of successful bidder, if bidder fails

5.3.1 To accept LOI/Order unconditionally and sign contract

5.3.2 To furnish the contract performance bond as per enclosed Proforma

6. PRE BID MEETING:

- a) A pre bid meeting will be arranged by WBSEDCL in which all the bidders will be requested to attend.
- b) If there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder may submit their queries to the tendering authority before specified date. Any change in date shall be intimated to the bidders through e-mail or fax, telephone.
- c) Non attendance at the pre-bid discussion will not be a cause for disqualification of bidders.
- d) The clarification given in the pre bid discussion shall be final and binding on the bidder, being a part of the original Bid Document.
- e) Pre-bid proceedings shall be circulated among all bidders by email.

7. BID SUBMISSION:

Bids shall be submitted online within the stipulated deadline. WBSEDCL may at its discretion, extend the deadline of bid submission by issuing an amendment. In that case all rights and obligations of WBSEDCL and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

8. BID WITHDRAWAL/MODIFICATION:

The bidder may modify or withdraw his bid after submission but within the deadline of bid submission, provided written notice of the modification/withdrawal is received by WBSEDCL prior to the deadline for bid submission. No bid shall be modified/ withdrawn after the deadline of bid submission. Modification /withdrawal of bid by any bidder after the deadline of bid submission shall result into forfeiture of EMD.

9. BID OPENING:

- a) Techno-commercial bids shall be opened only for those bidders whose EMD has been submitted within due date. Bidder's representatives with written authorization (max. 2 persons per bidder) may attend bid opening. No electronic recording shall be permitted during bid opening.
- b) WBSEDCL will scrutinize and evaluate techno-commercial bid. After that, the list of techno-commercially qualified bidders and date & time of price bid opening will be notified in the web portal.
- c) WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.
- d) WBSEDCL reserves to instruct the bidders to submit hard copy of any relevant document (and to produce the original documents for verification) during scrutiny & evaluation of bids. Bidders' failure to comply to such instruction may lead to rejection of bid.

10. PROCESS TO BE CONFIDENTIAL:

- a) After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- b) Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.
- c) Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anymore.

11. RIGHT TO REJECT BIDS:

WBSEDCL reserves the right to accept or reject the bid, wholly or partly, or to split the work in parts and to add/delete any of the items, without assigning any reason whatsoever.

12. BIDDER'S VISIT to site:

Before submitting the bid, the bidder is encouraged to visit and examine the site, with prior intimation, and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work. WBSEDCL may assist interested bidders to see and physically inspect the site of work whenever and wherever possible. The inspection shall be completed before pre-bid meeting, if held. Such site visit shall be at the contractor's own expense, risk and responsibility.

13. COST OF BIDDING:

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

14. DETERMINATION OF RESPONSIVENESS:

- a) Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document.
- b) For the purpose of this clause a substantially responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without material deviation, or reservations. WBSEDCL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- c) If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the bidder by correction.

15. CORRECTION OF ERRORS:

- a) If there be a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and total price shall be corrected.
- b) If there be a discrepancy in figure and word the total amount stated in word shall prevail.
- c) The bidder should strike out clearly the portion which is not applicable i.e above/at par/ below in the price sheet. If the same is not followed, the corresponding part(s) shall be considered below the estimated price and evaluation of tender shall be made accordingly.
- d) If the percentage rate column is left blank, the bid shall be rejected.

16. CONTRACT PERIOD:

The total contract period for Facility Management Services for smooth running of Kolkata SCADA Control center, New Town, under Kolkata Zone shall be 03 (Three) years from the date, as will be mentioned in the LOA, when will be placed.

17. EVALUATION AND COMPARISON OF BIDS:

- 17.1 On examination of documents submitted under different covers, WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.
- 17.2 Evaluation of bid will include and will take into account.
 - 17.2.1 WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive.
 - 17.2.2 The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.
 - 17.2.3 The bidder shall quote the rate in the price bid for the entire contract period of three years on lump-sum basis.
 - 17.2.4 Evaluated bid-price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract.
 - 17.2.5 If rebate/ discount is offered, it shall be offered as a percentage of the total price and shall have to be included in the Price Bid.
 - 17.2.6 Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

18. PROCEDURE OF EVALUATION:

Evaluation of tenders will be done in the following steps:

Step-1 The Earnest Money Deposit will be examined. The mode and amount of deposit must be in conformity with requirements set forth in the "Earnest Money Deposit" clause, failing which the bid is liable for rejection without opening other covers.

Step-2 Techno-Commercial Evaluation for two-part bidding:

Only those bids meeting the requirements of previous step will be examined and assessed. The bidders will be intimated about the non-compliance of various techno commercial requirements and asked for conforming compliance with the condition of bidding document, if allowed by the authority. In case, it is felt necessary by WBSEDCL that post bid discussion are required, the same will be carried out individually with each bidder. The bidders will be required to confirm compliance with all the conditions of bidding document. Bids, which do not satisfy the 'Must Conditions' will not be considered for technical evaluation. 'Must Conditions' are to be submitted as per format enclosed with this section. No clarification will be asked from the bidder in this regard.

Step-3 Opening of price part and financial evaluation on completion of techno-commercial evaluation. Cover-3 containing price offer of the bidders who have successfully made the requirements of previous steps will be opened in presence of the bidder's representative (maximum two) on subsequent pre-intimated date. Price bid of the bidders who do not fulfill the Techno-Commercial requirements shall not be opened.

19. AWARD OF CONTRACT

19.1 Award of Contract

WBSEDCL will award the contract to the successful bidder whose bid has been determined to be substantially responsive, qualified to satisfactorily perform the contract and evaluated as the lowest bidder.

19.2 WBSEDCL's Right to accept or reject Bids

- 19.2.1 The right to accept the tender will rest with WBSEDCL. WBSEDCL, however, does not bind himself to accept the lowest bid, and reserves to itself the authority to reject any or all the bids received without assigning any reason whatsoever. At the option of WBSEDCL, the work for which bids have been invited, may be awarded to one Contractor or may be split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rate of the bidder should hold good for such eventualities.
- 19.2.2 Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- 19.2.3 Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.
- 19.2.4 WBSEDCL reserves the right to accept or reject any bid, and to annul the bid process and reject any or all the 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 bidders or bidder of the grounds for WBSEDCL's action.

19.3 Placement of Letter of Award/Order

After approval of bid evaluation by WBSEDCL, WBSEDCL may, at its sole discretion, invite the successful bidder for a pre-award discussion. After such pre-award discussion and prior to the expiry of validity of bid of the successful bidder, WBSEDCL will notify the successful bidder of acceptance of their bid in writing by issuing a detailed Letter of Award (L.O.A.)/Order (mentioned as L.O.A./Order hereinafter and elsewhere in this bid document) in duplicate. The successful bidder sign and return one copy of the L.O.A./Order to WBSEDCL as an acknowledgement of unconditional acceptance of the same within 7 (seven) days of issue of L.O.A./Order.

20. TAXES, DUTIES AND OTHER LEVIES:

- 20.1 The selected bidders shall be solely responsible for the taxes that may be levied on the contractor's persons or on earnings of any office employee and shall hold the purchaser indemnified and harmless against any claims that may be made against the purchaser. The WBSEDCL does not take any responsibility what-so-ever regarding taxes under Income Tax Act, for the contractor or his personnel. If it is obligatory under the provisions of Income Tax Act, deduction of Income Tax at source shall be made by WBSEDCL.
- 20.2 All other duties / levies payable (excluding GST) by the bidder shall be included in the bid price and no claim on this behalf will be entertained by WBSEDCL.
- 20.3 GST at specified rate shall be payable / allowable over & above the contract price to the selected bidder having GST registration, GSTIN.

21. LAWS GOVERNING CONTRACT:

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

22. LANGUAGE AND MEASURES:

The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged by the bidder and WBSEDCL, shall be written in English language.

23. CORRESPONDENCE:

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

24. CORRUPT OR FRAUDULENT PRACTICE:

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

- 24.1 "Corrupt Practice" means the offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
- 24.2 "Fraudulent Practice" means misrepresentation of facts in order to influence the procurement process of the execution of a contract to the detriment of WBSEDCL and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive WBSEDCL of the benefits of free and open competition.
- 24.3 Will reject a proposal for award if WBSEDCL determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
- 24.4 Will declare a Firm ineligible either indefinitely or for a stated period of time if WBSEDCL determines any time that the firm has engaged in corrupt or fraudulent practices in competition for, or in executing the contract.

25. BLACKLISTING

The bidder shall submit a self- certified certificate, as per enclosed format.

26. ADVERTISING

Any advertising stating the subject of this Contract by the Contractor in India or in other foreign countries shall be subject to approval of the Employer prior to the publication.

27. INSURANCE:

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

28. Currency of the contract:

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

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

1. DEFINITION OF TERMS:

- 1.1 "Commencement Date" means the date of issue of Letter of Award, unless otherwise specified.
- 1.2 "Provisions" means these General Provisions, and the Special Provisions.
- 1.3 "Contract" means the agreement between the Employer and the Contractor for the execution of the Work together with contract document incorporating the provisions, Specification, Employer's and Contractor's Drawings, price & other completed Schedules, Bid Proposals, Letter of Award and such further documents as may be expressly incorporated in the Letter of Award and the term 'Contract' shall in such documents be construed accordingly.
- 1.4 "Contract Agreement" means the document recording the terms of the Contract between the Employer and the Contractor.
- 1.5 "Contract Price" means the sum stated in the Letter of Award as payable to the Contractor for execution and commissioning of the entire Works under the Scope of Contract subject to such addition & adjustments thereto or deductions there from as may be made pursuant to the contract.
- 1.6 "Contractor" means the successful bidder whose Bid has been accepted by the Employer and the legal successors in title to the Contractor and permitted assignee of the Contractor.
- 1.7 "Contractor's Equipment" means all appliances or things of whatsoever nature required for the purposes for rendering the service.
- 1.8 "Engineer" means an Engineer/ Officer to be appointed by Employer to act as Engineer/ Officer in accordance with GP.40.
- 1.9 "Employer"/ "Purchaser"/ "Owner" means West Bengal State Electricity Distribution Company Limited (WBSEDCL), Kolkata, and the legal successors in title to the Employer and any assignee of the Employer.
- 1.10 "Employer's Representative" means any representative of the Employer appointed from time to time by the Employer to perform the duties of employer.
- 1.11 "Force Majeure" shall have the meaning as set forth in GP.36.
- 1.12 "Gross Misconduct" means any act or omission of the Contractor in violation of the most elementary rules of diligence which a conscientious Contractor in the same position and under the same circumstances would have followed.
- 1.13 "Notification of Award" means notice of acceptance of the bid in writing to the successful bidder, indicating the sum the purchaser will pay for the work as per IB.34.
- 1.14 "Letter of Award" means the formal award by the Employer of the bid incorporating all adjustments or variations to the Bid agreed between the Employer and the Contractor to be issued in accordance with IB.30.
- 1.15 "Performance Guarantee"/"Contract Performance Guarantee" means the security to be provided by the Contractor in accordance with GP.9 for the due performance of the Contract.
- 1.16 The term "Equipment", "Materials" shall mean and include all things to be provided by the Contractor under the Work.
- 1.17 "Programme" means the Programme to be submitted to the Contractor.
- 1.18 "Risk Transfer Date" means the date when the risk of loss of or damage to the Works passes from the Contractor to the Employer.
- 1.19 "Schedule of Prices" means the completed Price Schedules or any part or individual schedule thereof, submitted by the bidder with his Bid and forming a part of the Contract documents.
- 1.20 "Site" means SCADA Centre under Kolkata Zone wherein the Company is desirous to receive the Facility Management Service.
- 1.21 "Specification" means the specification of the Works included in the bidding documents and included in the Contract with any modification thereof by employer.
- 1.22 "Tender"/"Bid" means the Contractor's complete offer in accordance with bid documents submitted to the employer for the execution of the Works.
- 1.23 "Contract Period" means 3 years from the Commencement Date unless extended.

- 1.24 "Variation Order" means any written order, identified as such, issued to the Contractor by the Employer under GP.27.
- 1.25 "Facility Management Service" means and include all work covered in the scope of the contract, services as per specifications, continuation and interruption free service for 24 hours round the clock
- 1.26 Government means Government of India or Government of West Bengal, as the case may be.
2. SCOPE OF WORK:
 - 2.1 Round the clock Facility Management Services of Non-SCADA items at SCADA Centre under Kolkata Zone, WBSEDCL. The main NON-SCADA items are as follows: -
 - g) Electrical power system of Kolkata SCADA Control center including the UPS system and earthing systems.
 - h) Smoke detection.
 - i) Fire suppression system.
 - j) CCTV camera and access control system.
 - k) Rodent repellent system.
 - l) Water leakage detection.

The service shall be restricted to the abovementioned areas and shall in no way overlap with the operation and maintenance of the Kolkata SCADA.
 - 2.2 The scope of work under this contract shall also include all such works which are not specially mentioned in the Bid Document, as a whole, but are necessary for Facility Management Services.
3. SUBMISSION DATE OF TENDER;
 - a) Before the deadline for submission of tenders, WBSEDCL may modify the bidding documents by issuing addenda. Any addendum thus issued shall be part of the bidding documents and shall be communicated through respective website.
 - b) The owner may extend the deadline for submission of tender by issuing an amendment in which case all rights and obligations of the owner and the bidders previously subject to the original deadline will then be subject to the new deadline.
4. CONTRACT PERFORMANCE GUARANTEE :

As a contract security the contractor shall have to furnish Performance Bond in the form of Bank Guarantee amounting to 10% (ten percent) of the contract price (will mentioned in the LOI/Order) to guarantee the faithful performance and security of the contract in accordance with all the conditions and terms stipulated herein. Performance Bond will also have the guarantee for successful and satisfactory services done under the contract till the expiry of the guarantee period. The Performance guarantee is to be submitted to the Controlling Officer of the work immediately on receipt of the Order.
5. SECURITY DEPOSIT:

The bidder may also opt for security deposit in lieu of the Bank Guarantee in the form of an additional sum of security money which shall be deducted from the progressive bills @ 8 % (eight percent) of each bill so that the total deduction together with 2 % (two percent), Earnest Money/Bid Guarantee already deposited along with the tender, shall constitute not less than ten percent (10%) of the total value of the contract.
6. REFUND OF EARNEST MONEY:

Earnest money will be refunded to the unsuccessful Tenderers after finalization of the tender but not later than 60(sixty) days after the expiry of the period of bid validity prescribed by WBSEDCL.

The bidders are to submit the original receipt along with an application to release the earnest money.
7. REFUND OF PERFORMANCE BOND / SECURITY DEPOSIT :

Refund of Security deposit shall be subject to Company's right to deduct/appropriate its dues against the contractor under this contract or any other contract. The Security Deposit for all type of bids shall be released only after satisfactory expiry of the guarantee period, certified as such by the Controlling Officer of the work upon written request by the contractor under the case of any damage of any equipment at SCADA center, Kolkata during the service period.
8. FORFEITURE OF EARNEST MONEY/BID GUARANTEE:

Earnest money/bid guarantee shall be forfeited in case of following:

 - a) If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.
 - b) If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.

In the case of successful bidder, if the bidder fails:

 - a) To accept LOI/Order conditionally and sign contract.
 - b) To furnish contract performance bond as per enclosed proforma.
9. MANNER OF EXECUTION OF CONTRACT AGREEMENT
 - 9.1 The successful bidder has to submit acceptance of the order within 10 days from the date of issue of the order. The successful bidder shall be required to execute an Agreement on a non-judicial stamp paper of Rs. 100/- with the company with all related documents for satisfactory execution of the work.

- 9.2 Agreement shall be signed on a date and time to be mutually agreed upon in the office of the Controlling Officer of the work and the same has to be signed by both the parties within 30 days from the date of acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract on behalf of the contractor is to be submitted before signing of the agreement.
- 9.3 The agreement shall be signed in original and five photo copies. The original agreement shall be retained by the Company and a copy will be handed over to the Contractor.
10. GENERAL REQUIREMENT:
- 10.1 Cost of Bidding: The bidder shall bear all cost associated with the preparation and submission of their bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 10.2 Correctness and sufficiency of rates quoted in the tender: The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the bidder under the contract.
- 10.3 The contractor shall execute and maintain the work as per direction of the Controlling Officer/Engineer-in-Charge of the work or his representative.
- 10.4 Contractor's staff at site: The contractor shall provide at site his authorized representative duly approved by the Controlling Officer. The contractor and/or his authorized representative is to be constantly on the work shall receive (on behalf of the contractor) direction's and instructions from the Controlling Officer/Engineer or his representative.
- 10.5 Removal of persons employed at site: The Controlling Officer/Engineer shall be at liberty to ask the contractor to remove from the site any person, deployed by the contractor in the execution of the work, who in the opinion of the Controlling Officer/Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the work without the permission of the Controlling Officer/Engineer.
- 10.6 Setting out: The contractor shall be responsible for the true and proper setting out of the work.
- 10.7 Care of work: During the service period of the work, the contractor shall take full responsibility for the care thereof and in case of any damage, loss or injury to work or to any part thereof or to any temporary work due to any cause whatsoever shall at his own cost repair and make good the same. The contractor shall take every practicable precaution not to damage or to cause injury to any adjoining or other properties or to any person. However, even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.
- 10.8 Employee's compensation for accident or injury to ant workmen: The Company shall not be liable for damages or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall have to pay all claims, demands, preceding costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance Policy covering provisions for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.
- 10.9 Facilities for other contractors: The contractor shall afford all reasonable facilities for any other contractor employed by the company in execution on or near the site of any work not included in the contract
11. LABOUR LICENSE:
Contractor will have to obtain Labour License in respect of the above work as per Contract Labour (Regulation & Abolition) Act, 1970 as early as possible.
12. COMPLIANCE OF LABOUR LAWS:
The contractor shall comply the Code of Wages 2019, Employee's Compensation Act, 1923 and related labour laws to protect the laborers engaged by them. In this connection the contractor will be required to execute an indemnity bond (as per specimen enclosed as Annexure-VI) after placement of Letter of intent/order.
13. CONTROLLING OFFICER & SUPERVISING OFFICER:
13.1. The ACE & Zonal Manager, Kolkata Zone shall be the Controlling Officer.
13.2 The Superintending Engineer (E), Kolkata SCADA Center shall be the Supervising Officer.
14. PAYING OFFICER:
Payment will be made by the Sr. Manager (F&A), Kolkata Zonal Office. WBSEDCL
15. TERMS OF PAYMENT:
15.1 The bills shall be released within 30 (thirty) days of its submission on quarterly basis at the end of each quarter on proportionate basis in equivalence to service rendered at each quarter with respect to involvement of 3 years (36 months) against certification, duly signed by the controlling officer.
15.2 The company reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the fact whether such disputed claims of the contractor are subject matter of arbitration or not the amount of such overpayments may be recovered from the subsequent bill, under the contract, failing that from contractor's claim under any other

contract with the company or from the contractor's security deposit or from the amount retained or the contractor shall pay the amount of overpayment on demand

16. LIQUIDATED DAMAGE:

15.1 If the contractor fails to provide uninterrupted service during the currency of the contract, WBSEDCL shall recover from the contractor as liquidated damages a sum of half percent (0.5%) of the contract value of works for each interruption subject to the Force Majeure.

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

A waiver without imposition of liquidated damage, may be granted for interruption in work provided there is no fault whatsoever on the part of the contractor. Such waiver may only be granted on the basis of application to be submitted by the contractor who has to establish that the interruption of work by him was not due to his fault.

17. DEFAULT RISK:

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

18. TERMINATION OF CONTRACT:

a) If the contractor neglects or fails to provide the service or fails to provide the service within scheduled time as per the contract and the time to time instruction, the Company shall have right to terminate the order/letter of intent after giving notice in writing to the contractor. If the contractor fails, after 14 (fourteen) days of such notice, to proceed with the work in the manner notified, the Company shall terminate the contract with the rights to impose penal measures.

b) In that case the Company may engage other contractors to provide the service. Additional involvement, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and security money. If the contract is terminated as above, the contractor shall have no claim for compensation against the Company for any loss or deterioration of any materials that he may have collected or engaged or entered into on account of the work.

19. FORCE MAJEURE:

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

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

20. ENGINEER'S DECISION:

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

If, in the opinion of the contractor, a decision made by the Controlling Officer is not in accordance with the meaning and intent of the contract, the contractor may file with the Controlling Officer, within 7 (seven) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Controlling Officer's decision and the decision shall become final and binding.

21. LANGUAGE AND MEASUREMENT:

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

22. SETTLEMENT OF DISPUTES:

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

23. SAFETY RULES:

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

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

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

First aid arrangements as provided by WBSEDCL shall be monitored and supervised throughout the whole of working hours. Replacements, whenever required shall be intimated in advance to the Controlling Officer

a) Reporting of Accident:

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

b) Serious Injuries:

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

To provide first aid at his own First Aid Station.

To take the injured person to the hospital along with the 'Injured on work' form duly filled in.

To report the accident to WBSEDCL.

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

c) Penal Action:

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

Section-VI
ANNEXURES

Annexure- I

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

Ref.....

Date.....

To

Dear Sir,

1. I/We* have read and examined the following Bidding Documents relating to the (full scope of work).
 - a) Notice Inviting Tender
 - b) "Invitation to Bid" (INV), "Instruction to Bidders (ITB)", "General Conditions of Contract (GCC), Scope, and other conditions of contract.
2. Technical Specification.
3. I/We* hereby submit our Bid and undertake to keep our Bid Valid for a period of 180 days from the date of opening price bid. I/We* hereby further undertake that during said period I/We* shall not vary alter or revoke my/our Bid.

This undertaking is in consideration of WBSEDCL, agreeing to open my/our* Bid and consider and evaluate the same for the purpose of award of Work in terms of provisions of clause entitled "Award of Contract" under Section "Instruction to Bidders (ITB)" in the Bidding Documents. Should this Bid be accepted, I/We* also agree to abide by and fulfill all the terms and conditions of provisions of the above mentioned Bidding Documents.

Signature along with Seal of Co.....

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

Name.....

Designation

Name of Co.....

(IN BLOCK LETTERS)

WITNESS

Signature.....

Date.....

Name & Address.

Telegraphic Address.

Telephone No. Fax No.....

E-mail.....

***Strike out whichever is not applicable**

Annexure -II

Page 1 of 2

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
(To be executed in non-judicial stamp paper of Rs. 100.00)**

Ref.....

Bank Guarantee No.....

Date :

To

.....

.....

.....

West Bengal

Dear Sirs,

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

We (Name & Address) having its Head Office at.....(hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any or all monies payable by the Contractor to the extent of Rs. as aforesaid at any time up to.....* (day/month/year) without any demur, reservation; contest, recourse or protest and/or without any reference to this Contractor.

Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

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

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

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

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

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

WITNESS

..... Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Official Address)
Attorney as per Power	
of Attorney No.	
Date.....	

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

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

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank. .
2. The sum shall be 10% (ten percents) of the Contract Price.The performance Bank Guarantee/Security Deposit Bank Guarantee shall be valid as per terms of contract. A period of three (3) months should be added as claimed period from the last date of validity of the Bank Guarantee.

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref.

Date:

To

.....
.....
.....

West Bengal

Dear Sirs,

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

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

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

Yours Faithfully,

For.....

Manager/Agent/Accountant.

Power of Attorney No.....

Dated.....

SEAL OF BANK

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

Annexure-V

PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT /FACILITIES (TO BE GIVEN BY BANKER OF BIDDER)

BANK CERTIFICATE

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

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

SI.No.	TYPE OF FACILITY	SANCTIONED ON DATE	UTILIZATION AS ON DATE

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

Sd/-

Name of Bank.....

Name of authorized Signatory.....

Designation

Phone No.....

Address.....

SEAL OF THE BANK

BID PROPOSAL

Bidders Name & Address:

Bid Proposal Reference :

Person to be contacted:

Designation:

Telephone No.:

Fax :

To

The

.....

Sub : Proposal for

Ref : Tender Notice no :

Dear Sirs,

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

2.0 PRICES AND VALIDITY

2.1 Our prices stated in the bid are Firm/Variable*. Price adjustment is applicable /not applicable* in line with the bidding documents. Our quoted prices and other terms and conditions of this proposal are valid for a period of 120 days/180 days* after the date of opening of price bid. We further declare that prices stated in our Proposal are in accordance with your "Instruction to Bidders" included in Condition of Contracts of Bid documents.

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

3.0 We have studied clause 20 of Section ITB relating to Tax and we hereby, declare that if any income-tax, surcharge on income-tax or any other corporate tax is attracted under the law, we agree to pay the same.

4.0 EARNEST MONEY DEPOSIT/BID GUARANTEE

We have enclosed a Earnest money deposit / Bid Guarantee, in the form of

.....

(Please fill in alternative chosen)

for a sum of

(Amount in Words & Figures)

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

Form of Earnest money deposit /Bid Guarantee	Value of Earnest money deposit /Bid Guarantee

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

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

5.0 BID PRICE

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

6.0 DEVIATIONS

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

Sl.No.	Schedule	Schedule No.
1.	Commercial Deviations Schedule	Annexure-IX
2.	Technical Deviations Schedule	Annexure-X

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

a)	Terms of Payment	Clause No.15.0 of Section : IV (GCC)
b)	Earnest Money Deposit/Bid Guarantee	Clause No. 5.0 of Section: III (ITB)
c)	Contract Performance Guarantee	Clause No. 4.0 of Section: IV (GCC)
d)	Liquidated Damages for interruption in service.	Clause No. 16.0 of Section: IV (GCC)
e)	Bid Price basis	Clause No. 3.0 of Section: III (ITB)

7.0 **BID PRICING**

We further, declare that the prices stated in our Proposal are in accordance with your 'Instruction to Bidders¹ included in Conditions of Contract of Bid documents.

8.0 **PRICE BASIS**

We declare that our price components are on FIRM BASIS/VARIABLE BASIS (Strike out the portion which is not applicable)

9.0 **CONTRACT PERFORMANCE GUARANTEE**

We further agree that if our proposal is accepted, we shall provide an irrevocable Contract Performance Guarantee, of value equivalent to 10% (ten percent) of the Contract Price valid upto the end of 3 (three) months after the end of the contract warranty period with a further claim period of 3 (three) months thereafter in the form of Bank Guarantee in your favour within 30 (thirty) days from the date of issue of Letter of Award or abide by the security deposit clause and shall enter into a formal agreement with you within 30 (thirty) days from the Letter of Award.

10.0 **Service Quality Plans:**

The contractor is responsible for Round the clock Facility Management Services of Non-SCADA items at SCADA Centre under Kolkata Zone, WBSEDCL. The work beyond the contractor's hold points will progress only with the Owners consent. The Owner will also undertake quality surveillance and quality audit of the Contractor's works, systems and procedures and quality control activities. The Contractor farther agrees that any change in the Quality Plan will be made only with the Owner's approval. The Contractor shall also perform all quality control activities, inspection and tests agreed with the Owner to demonstrate full compliance with the contract requirements.

10.1 The Contractor also agrees to provide the Owner with the necessary facilities for carrying out inspection, quality audit and quality surveillance of Contractors Quality Assurances System.

10.2 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, and performance guarantee and their other obligations under the Agreement.

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

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

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

11.0 **CHECKLIST**

We-have included a Check List duly filled in.

Dated this day of 20

Signature..... in the capacity of
duly authorised to sign for and on behalf of

(IN BLOCK CAPITALS)

*Strike out the portion which is not applicable

SPECIMEN COPY OF INDEMNITY BOND

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

BY THE PRESENT INDEMNITY BOND EXECUTED by me/us on thisDay of20..... I/We having Registered Office/residing at

..... (herein after called "OBLIGOR/ OBLIGORS" which expression shall mean and includes my/our successors legal representatives, assigns) do hereby binds myself /ourselves and also our company/firm

after having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited a government company within the meaning of sec. 617 of the Company's Act, 1956 having registered office at Bidyut Bhavan, Block-DJ, Sector-II, Salt Lake City, Kolkata - 700091 (hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns.

Whereas OBLIGOR/OBLIGORS has/have been awarded to execute the job/works under letter no.....dated issued by the OBLIGEE after having observing necessary formalities, the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job/works will be/likely to be done in places covered under Employees' State Insurance Act (ESI) and/or the Employee Compensation Act, 1923 (W. C. Act) and/or other laws relating to the Labour Management and Welfare.

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

Now this indenture witnesses that I/we the OBLIGOR/OBLIGORS do hereby undertake:-

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGORS.
2. THAT the OBLIGOR/OBLIGORS will take/adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT the OBLIGOR/OBLIGORS undertakes/undertake to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or non-managerial or any other capacity in the area covered under Employee' State Insurance Act, 1948 who has/have insurance coverage within the meaning of Employees' State Insurance Act and further undertakes NOT to engage any person in the area covered under Employees State Insurance Act., who does / do not has / have insurance coverage within the meaning of Employees' State Insurance Act, 1948.
4. That the OBLIGOR/OBLIGORS further undertakes/undertake to engage only those labour, worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act 1948, who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGOR / OBLIGORS.
5. THAT the OBLIGOR/OBLIGORS undertakes/undertake to Indemnify and keep harmless the OBLIGEE from all claims, action, proceedings and of risk, damage, danger to any person whether belonging to/or not belonging to OBLIGOR / OBLIGORS.
6. THAT the OBLIGOR/OBLIGORS shall keep harmless the OBLIGEE from all claims, compensation, damages, any proceedings in respect of any of its employee/workmen under the Employee Compensation Act. Act or any other laws for the time being in force.
7. THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Employee Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of

completion of work for which the OBLIGOR/OBLIGORS is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGORS.

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

SIGNED AND DELIVERED BY
THE OBLIGOR/OBLIGORS

.....
.....

Signature

WITNESS:

1) Name, Designation

.....
.....

Signature

2) Name, Designation

.....
.....

Signature

Annexure-VIII

PROFORMA OF AGREEMENT

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

ARTICLES OF AGREEMENT MADE this day ofin the year between WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), A Govt. of West Bengal Ent., constituted by the Govt. of West Bengal having its Head Office at "Vidyut Bhavan", Block-DJ, Sector-II, Salt Lake City, Kolkata-700091, hereinafter referred to as the "Company" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART.

AND

hereinafter referred to as the "Contractor" (which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and permitted assigns) of the OTHER PART.

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

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

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

NOW THEREFORE, The Company and the Contractor agree as follows:

1. The Contractor agrees to undertake the work of..... "as per Letter of Award no dt referred to above.
2. The Company agrees to pay the contractor as per the Letter of Award no dt..... referred to above.
3. Both the Contractor and the Company agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the Calcutta High Court.

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

SIGNED, SEALED AND DELIVERED

.....
Contractor
.....
Witness
.....
Witness

.....
Company
.....
Witness
.....
Witness

PROFORMA OF DECLARATION OF BLACK LISTING
HOLIDAY LISTING

In the case of a Proprietary Concern:

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

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

In the case of a Partnership Firm:

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

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

In the case of a Company:

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

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

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

Signature with date & seal of the Bidder