

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

TENDER DOCUMENT FOR CLOSED USER GROUP (CUG) MOBILE PHONE CONNECTION SCHEME FOR THE OFFICIALS OF WBSETCL.

NIT No. GM (HR&A)/WBSETCL/CUG/ 2017-18/11 dated: 13.11.2017

Section I–VI
Notice Inviting Tender (NIT)
Instruction to Bidders (ITB)
General Conditions of Contract (GCC)
Special Condition Of Contract (SCC)
Technical Specifications
Annexure



WBSETCL

Office of the General Manager (HR&A)
WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
CIN: U40101WB2007SGC113474

*Regd. Office: VidyutBhavan (8TH Floor), Block- 'D',
Bidhannagar, Block-DJ, Sector-II : Kolkata : 700 091*

Ph No: (033) (033) 2319-7670; Fax: (033) 2334-2218;

E-mail-fl.wbsetcl@gmail.com

[Website- www.wbsetcl.in](http://www.wbsetcl.in)

These documents are meant for the exclusive purpose of bidding against this NIT and shall not be transferred, reproduced or otherwise used for purposes other than that for which they are specifically issued.

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Section I - NOTICE INVITING e-TENDER

West Bengal State Electricity Transmission Company Limited

(A Govt. of West Bengal Enterprise)

Office of the General Manager(HR&A)

CIN: U40101WB2007SGC113474

ABRIDGED NOTICE INVITING e-TENDER

For

Closed User Group (CUG) Connection Scheme

[Domestic Competitive Bidding]

NIT No: GM(HR&A)/WBSETCL/CUG/2017-18/11 DT 13.11.2017.

WBSETCL invites e-tender from eligible and qualified bidders for utilisation of services for closed user group (CUG) mobile phone connection scheme to the officials of WBSETCL for the contract period of two years .

Interested bidders may obtain bidding documents by registering themselves to the e-tendering portal (<https://wbtenders.gov.in> or <https://etender.wb.nic.in>) and thereby downloading the bidding documents from 13.11.2017 at 11:00 A.M. and shall be submitted up to 01.00 P.M on 26.12.2017. Detailed NIT is also available on WBSETCL website (www.wbsetcl.in) and can be downloaded from the website for bidders' information only.

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A Govt of West Bengal Enterprise)

CIN: U40101WB2007SGC113474

Office of the General Manager(HR&A)

Regd. Office: Vidyut Bhavan (8TH Floor), Block-‘D’,
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Ph No: (033) 2319-7670; Fax: (033) 2334-2218;

E-mail-fl.wbsetcl@gmail.com

Website- www.wbsetcl.in

DETAILED NOTICE INVITING e-TENDER

For

[Closed User Group (CUG) Connection Scheme]

[Domestic Limited Competitive Bidding]

NIT No: GM(HR&A)/WBSETCL/CUG/2017-18/11

DT 13.11.2017

- 1.0 WBSETCL invites e-tender from eligible and qualified bidders for utilisation of satisfactory services in regard to closed user group (CUG) mobile phone connection scheme to the officials of WBSETCL for the contract period of two years.
- 2.0 Detailed Specifications, scope of Works & Services and terms and conditions thereof are given in the bidding documents, which are available at the online e-tendering portal <https://wbenders.gov.in/> or <https://etender.wb.nic.in> as per the following schedule:

Bidding document No	:	GM(HR&A)/WBSETCL/CUG/2017-18/11 DT 13.11.2017
Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	:	13.11.2017 from 10:00 AM
Documents download start date (Online)	:	13.11.2017 from 11:00 A.M.
Request for clarifications to be sent to the address given in clause 9.0	:	Up to 20.11.2017 by 04.00 P.M.
Pre-bid meeting	:	27.11.2017 at 2.30 P.M.
Bid submission start date (On line)	:	05.12.2017 from 10.00A.M.
Last Date of submission of original copies for the cost of Tender Fees, Bid Security(As per Annex-3b),Original Power of Attorney & Affidavit regarding Eligibility(duly notarized) along with one (01) replica of the uploaded offer bid (except BOQ,Annex:2) as Hard Copy(off line) .	:	27.12.2017 up to 02.00 P.M.
Bid Submission closing (On line)	:	26.12.2017 upto 4:00 P.M.
Opening of bid (Online) [Techno-commercial bid]	:	28.12.2017 from 04:00 PM

Opening of Price bid (Online)	:	The bidders shall be informed of the date & time of the opening of the price bid at a later stage after techno-commercial evaluation
Cost of the Tender Document	:	Rs.5000.00 [Rupees five thousand only]

In the event of e-filling, intending bidder may download the tender documents from the website <http://etender.wb.nic.in>, <http://wbtenders.gov.in> indirectly with the help of Digital Signature Certificate. Necessary cost of tender documents (tender fees) as mentioned above may be remitted through in the form of a Demand Draft/ Pay order/ banker's cheque payable at Kolkata drawn in favour of "WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED" from any scheduled commercial bank and also to be documented through e-filling. The original Demand Draft / Pay Order against tender fees & Bid Security [as per Annexure -3b] should be submitted physically (offline) to the Office of The General Manager, HR&A, WBSETCL under sealed cover on or before the scheduled date & time as specified above.

- 3.0 Uploading of bidding documents shall not automatically construe that the bidder fulfils the Qualifying Requirements which shall be determined during bid evaluation based on data/documents submitted by the bidder. Bid documents are not transferrable.
- 4.0 The purpose of the pre-bid meeting will be to clarify the scope of work, and any issues regarding the bidding documents and the Technical Specifications, if raised at that stage by the bidders. The WBSETCL shall not be under any obligation to entertain /respond to suggestions made or to incorporate modifications sought for by the bidders during the pre-bid meeting or thereafter.
- 5.0 All bids shall remain valid up to a minimum period of **one hundred and twenty (120) days** from the next day of **price bid opening date**.
- 6.0 All bids must be supported by **bid security** for an amount of **Rs.100000 [Rupees One lac only]** in the form of Demand Draft / Pay order / Banker's Cheque drawn in favour of "WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED" from any scheduled commercial bank, payable at Kolkata, or a Bank Guarantee from any scheduled commercial bank favouring WBSETCL which shall remain valid for a period of one hundred and eighty (180) days from the next day of techno-commercial bid opening date with a further claim period of thirty (30) days. Bids shall be rejected by the WBSETCL, if the bidder fails to submit original Bank Guarantee/Demand Draft / Pay Order/ Banker's Cheque against tender fees & Earnest Money Deposit (EMD) physically to the Office of The General Manager(HR&A), WBSETCL under sealed cover on or before the scheduled date & time as specified above. For preparation of BG the Bank details of WBSETCL is given below:

Name of the Bank: CANARA Bank

Address of the Bank: Sector-III, Salt Lake City, Kolkata-700091

Account No.: 2549201000230 and IFSC: CNRB0002549

7.0 Qualification Requirement for Bidders:

7.1. Following shall be the qualification requirement:

Technical:

1. Bidder must have a valid license/ permit holder to operate as GSM Service provider in Kolkata & West Bengal Telecom Circle. Country wide Roaming Network availability is a must requirement.
2. Bidder should have minimum 5 years experience as independent GSM Mobile Service provider with valid license and permit etc in Kolkata and West Bengal Telecom Circle. (*Country wide roaming Network availability is a must.*).
3. Bidder should have provided single GSM mobile CUG at least 1000 active connections for at least one individual customers over the past 3 years preferably in Central or State Govt/ PSU.
4. The bidder/ service provider should provide a Network of 3G/4G service in voice as well as data and that must be applicable in all places. In case of non availability of 4G service in a particular area, 3G service in both voice and data must be available automatically.
5. Bidder should have appropriate experience in providing GSM Mobile CUG of 3G or above technology throughout Kolkata and West Bengal.
The bidder should have valid 3G/4G spectrum in its possession in both Kolkata and West Bengal Circle.
6. The bidder should provide existing portability without any additional cost.
7. The bidder/ service provider should have **license for PAN India presence** i.e. for entire India with connectivity/compatibility with other service provider.
8. The bidder/ service provide should posses a **maximum frequency bandwidth** – [For Kolkata - 900 MHz(3G) & 2300 MHz(4G) & for Rest of West Bengal – 1800 MHz(3G) & 2300 MHz (4G)].
9. The bidder / service provider should posses **DBM(signal strength)** – [From (-) 89 and below].
10. The bidder must qualify quality of service in terms of a) Network Availability, b) Connection Establishment (Accessibility), c) Connection Maintenance (Reliability) & d) Point of Interconnection Congestion for latest two consecutive Quarterly Performance Monitoring report of TRAI/DoT.

Financial:

- i. Liquid Assets (L.A) as per the last audited accounts available should be **Rs. 1250000.00** [Rupees Twelve Lakhs fifty thousand Only]. Bidder shall have Liquid Asset (L.A) and/ or evidence of access to or availability of credit facility of equivalent amount.
- ii. Minimum Average Annual Turnover (MAAT) for best three (03) years out of the last five (05) financial years excluding non-recurring item should be **Rs.7500000.00** [Rupees Seventy five Lacs Only].
- iii. Net Worth should be positive.

7.2. **The bidder shall upload**, as part of his techno-commercial bid, documents establishing the bidder's qualifications to execute the Order to the satisfaction of the WBSETCL. All documents required to establish bidder's financial and technical qualification must be submitted as part of techno-commercial bid. In particular, the following documents need to be uploaded by the bidder:-

- a. Copy of valid license/ permit to operate as GSM Mobile Service Provider in the respective circles.**[Applicability up to the extent of meeting Technical QR]**.
- b. List of few Major/ Common User Group (CUG) projects executed/ (completed) in the last 3 years and their present working status with customer details supported by documentary evidence.**[Applicability up to the extent of meeting Technical QR]**.
- c. Documentary evidence of executing projects covering all the aspects as well as Satisfactory completion/ on-going certificate stating value of work and No. of active connections from the client.**[Applicability up to the extent of meeting Technical QR]**.
- d. The bidder should provide self declaration along with the current report from the concerned regulatory body of India in regard to Network of 3G/4G service in voice as well as data and that must be applicable in all places. In case of non availability of 4G service in a particular area, 3G service in both voice and data must be available automatically. **[Applicability up to the extent of meeting Technical QR]**.
- e. Documentary evidence regarding having appropriate experience in providing GSM Mobile CUG of 3 G or above technology throughout Kolkata and West Bengal with at least 95 % good voice call certified by latest TRAI/DoT report.
Also Bidder to upload documentary evidence of having valid 3G/4G spectrum(both) in its possession in both Kolkata and West Bengal Circle.**[Applicability up to the extent of meeting Technical QR]**.
- f. The bidder should provide self declaration along with the current report from the concerned regulatory body of India in regard to **maximum frequency bandwidth** – [For Kolkata - 900 MHz(For 3G services) & 2300 MHz(4G services) & for Rest of West Bengal – 1800 MHz(3G services) & 2300 MHz (4G services)].
- g. The bidder should provide self declaration along with the current report from the concerned regulatory body of India in regard to **DBM(signal strength)** – From (-) 89 and below.

- h. The bidder should provide license for **PAN India presence** i.e. for entire India with connectivity/compatibility with other service provider
- i. Audited Annual Accounts of the company for the last Five (5) years (in case of companies)

or

IT Return duly acknowledged by the tax department for the last Five (5) years (in case of bidders other than companies). [**Applicability up to the extent of meeting Financial QR**].

- j. Self-declaration for number of 3 G Towers along with their particular location in both Kolkata and West Bengal Circle.
- k. A detailed information in regard to Key performance of QOS Parameters for Cellular Mobile 3G/4G services as **per Annexure 14**.
- l. Self-declaration for having certified engineers of Manufacturer/ Authorised system Integrator of the manufacturer for offered components that may be required to operate the CUG network by the service provider.
- m. Self declaration regarding providing of portability of existing number without any additional cost.
- n. The bidder/ service provider should submit a self declaration from Chief Financial Officers of concerned service provider regarding installation of New tower installation(if any) for effective service within a time frame of 3 to 6 months.
- o. Self-declaration that the bidder should not have been debarred or blacklisted by any State or central govt/ PSU in India while executing similar nature of work. If any dispute is pending at any Court of Law or under any Arbitration/ similar process pending decision of debarring/ blacklisting , detailed information must be enclosed.
The Bidder who have been delisted or debarred or Blacklisted by any State or Central Government/ PSU in India while executing similar nature of work shall not be eligible any way.
- p. The bidder should submit a self declaration regarding providing of **Escalation Matrix** for services during contract.
- q. Copies of Income tax/ Professional Tax Clearance Certificate / P.T (Deposit Challan)/ PAN card / GST Registration Certificate.
- r. A declaration for Full time engagement of experienced Technical Personnel, the minimum being Engineering Degree holder and/ or Engineering Diploma holder. Also Bidder to furnish authenticated documents in respect of qualification and engagement.
- s. Registered Deed of partnership Firm / Article of Association & Memorandum/ Certificate of incorporation in India etc..

7.3. In addition to above, the bidder shall also be required to meet the eligibility conditions and upload a scanned & digitally signed copy of Power of Attorney in favour of Signatory of the Bid as per Annexure: 4 & an Affidavit regarding Eligibility (duly notarized) as per Annexure: 6 of Section V-A of the bidding documents.

N.B.: The Original Power of Attorney in favour of Signatory of the Bid as per Annexure: 4, an Affidavit regarding Eligibility (duly notarized) as per Annexure: 6 of Section V-A of the bidding documents shall be submitted physically to the Office of The General Manager(HR&A), WBSETCL under sealed cover on or before the scheduled date & time as specified above. Also, one (01) replica of the uploaded offer bid (except BOQ,) is to be submitted as Hard Copy in a separate cover to this office in the mentioned date & time specified above

7.4. Notwithstanding anything stated herein, WBSETCL reserves the right to inquire and review the bidder's capability and capacity to complete the scope of work.

8.0 WBSETCL reserves the right to accept or reject any bid partly or fully or cancel the bidding process without assigning any reasons thereof and in such case no bidder shall have any claim arising out of such action.

9.0 Address for seeking any clarifications on the bid documents:

**The Nodal Officer & Sr. Manager (HR&A), Corporate
Office of The GM(HR&A), WBSETCL
WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
CIN: U40101WB2007SGC113474
Regd. Office: VidyutBhavan (8TH Floor), Block-‘D’,
Bidhannagar, Block-DJ, Sector-II : Kolkata : 700 091
Ph No: (033) (033) 2319-7670; Fax: (033) 2334-2218;
E-mail-fl.wbsetcl@gmail.com
Website- www.wbsetcl.in**

SECTION - II: INSTRUCTION TO BIDDERS (ITB)

ITB. 1. Brief Scope of Work

Utilisation of satisfactory services in regard to **closed user group (CUG)** mobile phone connection scheme to the officials of WBSETCL for the contract period of **two years**.

ITB. 2. Responsibility of bidders

ITB.2.1. The WBSETCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations or deductions the bidder may derive from the data furnished by the WBSETCL. Verbal agreement or conversation with any employee of the WBSETCL either before or after the submission of bid shall not affect or modify any of the terms or obligations contained herein.

ITB.2.2. It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the bid price, duration and execution of the project.

ITB.2.3. It must be understood and agreed by the bidders that factors which may affect the cost, duration and execution of the scope of work has properly been investigated and considered while submitting the bid. Claims whatsoever, including those for financial adjustment in the price of the Contract awarded in accordance with these bidding documents, will not be entertained by the Purchaser. Neither any change in time schedule of Contract nor any financial adjustments arising therefore, which are based on the lack of investigation or its effect on the cost of the Contract to the bidder, shall be permitted by the Purchaser.

ITB. 3. Process to be confidential

ITB.3.1. Subject to ITB. 4, no bidder shall contact the Purchaser on any matter related to its bid from the time of opening of the bids to the time the Contract is awarded.

ITB.3.2. Any effort by a bidder to influence the Purchaser or others 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 bid.

ITB. 4. Clarifications on bidding documents

ITB.4.1. A prospective bidder requiring any clarification on bidding documents may notify the WBSETCL in writing by post or fax, as per Annexure: 12 of Section VI-B, to the address mentioned in NIT, not later than the date and time specified in NIT. The WBSETCL will issue clarification(s) as he may think fit not later than fifteen (15) days prior to the deadline/ extended deadline for submission of bids prescribed by the

WBSETCL. All such clarifications shall form part of the bidding documents and shall accompany the bidder's Proposal. Written copies of the WBSETCL's response (including an explanation of the query but without identifying its source) will be uploaded in the e-tendering portal in the corrigendum folder which shall be available to all the participant bidders.

ITB.4.2. Any queries sent by the bidders after the date and time notified in NIT or any extended date, if any, shall not be entertained.

ITB. 5. Cost of bidding

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

ITB. 6. Site visit

ITB.6.1. The bidder may be suggested to visit and examine the site(all over West Bengal) where service would be utilised by WBSETCL , on his own responsibility and obtain information that may be necessary for preparing the bid, submission of offer and entering into a Contract for execution of service. The cost of visiting the Site shall be borne by the bidder fully.

ITB.6.2. The bidder and any of its authorized personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

ITB. 7. Pre Bid meeting

ITB.7.1. The bidder or its authorised representative is invited to attend pre-bid meeting to be held on the date, time and location specified in schedule. The purpose of the meeting will be to clarify the exact scope of work, and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at that stage by the bidders. The Purchaser shall not be under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for by the prospective bidders.

ITB.7.2. Any modification/amendment of the bidding documents shall be made by the Purchaser exclusively through the issue of an amendment.

ITB.7.3. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidders but at the same time shall not entitle them to raise any query at a later date.

ITB.7.4. Any essential requirement not included in the Price Schedules but required for successful operation as per scope of Contract shall be indicated by the bidders as per Annexure 12(Proposed Modification) and submitted before the pre-bid meeting by

the date specified in the schedule. The Purchaser shall make related modifications/ amendments as may be considered necessary based on this form in the bidding documents as per provisions mentioned in this clause.

ITB.7.5. Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Purchaser has considered such amendments.

ITB. 8. Amendment of bidding documents

ITB.8.1. At any time, but not later than ten (10) days prior to the deadline for submission of bids, the WBSETCL may, for any reason, modify the bidding documents by issue of an addendum/amendment.

ITB.8.2. The addendum/amendment will be uploaded in the e-tendering portal and all such amendments/addendums will be binding upon them. WBSETCL shall assume that the information contained therein will have been taken into account by the bidder in its bid. WBSETCL will bear no responsibility or liability arising out of non-compliance of the same in time or otherwise by the bidder.

ITB.8.3. In order to afford prospective bidders' reasonable time in which to take the addendum/amendment into account in preparing their bids, WBSETCL may, at its discretion, extend the deadline for the submission of bids.

ITB.8.4. For the information of bidders, the addendum/ amendments, if any, shall be uploaded on the website. The bidders may visit the website of WBSETCL from time to time in their own interest.

ITB. 9. Right to split Order

The total Works and Services as per the scope of work will be awarded to a single bidder based on the evaluation of the bids without any splitting. Bids submitted for part of the scope of work will not be considered eligible for evaluation.

ITB. 10. Language of the bid

The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and the WBSETCL shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

ITB. 11. Documents constituting the bid

The bid to be uploaded duly digitally signed by the bidder which shall consist of the following documents:

- a. Bid proposal as per Annexure: 1 of Section VI-A
- b. Price Schedule as per Annexure:2 of Section VI-A

- c. Forwarding letter for submission of Bid Security as per Annexure: 3a of Section VI-A
- d. Bid Security, if in the form of Bank Guarantee, shall be as per Annexure: 3b of Section VI-A
- e. A Power of Attorney, in original, as per Annexure: 4 of Section VI-A duly attested by a Notary Public, authorising that the person(s) signing the bid has/have the authority to sign the bid and to make the bid binding upon the bidder.
- f. Filled up form as per Annexure: 5A to 5D of Section VI-A to establish that the bidder meets the qualification requirements.
- g. An Affidavit as per Annexure: 6 of Section VI-A affirming the eligibility of the bidder.
- h. Information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution as per Annexure: 6a of Section VI-A
- i. Technical Compliance Form, duly signed by the bidder, as per Annexure: 7 of Section VI-A to demonstrate the adequacy of the bidder's proposals to meet the technical specifications.
- j. Any other additional information/ document considered relevant to the bid as per Annexure: 8 of Section VI-A
- k. Filled-in proforma of the "Deviation Sheet" as per Annexure: 9 of Section VI-A
- l. GCC, SCC and Technical Specifications, duly signed by the authorized signatory of the bidder.
- m. A filled up information regarding performance of QOS Parameters for Cellular Mobile 3 G services as **per Annexure 14**.

ITB. 12. Bid Prices

- ITB.12.1. The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the works 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 and all materials and things necessary for the proper operation and maintenance of the Works and services.
- ITB.12.2. All the prices shall be quoted in INR (Indian rupees) only. The prices quoted by the bidder shall be firm during the entire period of Contract/LoA and not subject to variation on any account. The total price at the bottom of Price Schedule shall be

indicated both in figures and words and Price Schedule shall be signed on each page by authorized representative of the bidder.

ITB.12.3. If rebate/discount is offered, the overall discount shall be adjusted by the bidder in the quoted price of Fixed monthly rental per connection. There is no need to mention the discount separately.

ITB.12.4. The quoted price [the basic price inclusive of discounts, if any] and GST as applicable, shall be disclose/mention separately.

ITB. 13. Period of validity of bids

ITB.13.1. The bids submitted by the bidder shall remain valid for a period specified in NIT. A bid valid for a shorter period than that prescribed in the NIT shall be rejected by the WBSETCL.

ITB.13.2. In exceptional circumstances, WBSETCL may solicit the bidder's consent to an extension of bid validity for a further period without any change in the terms and conditions of the offer. The request and response thereto shall be made in writing by post or fax followed by post confirmation. The bidder may refuse the request without having his bid security forfeited. Bidders agreeing to the request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of ITB. 14 regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

ITB. 14. Bid Security

ITB.14.1. The bidder shall furnish bid security along with a covering letter, as per Annexure : 3a of Section VI-A, for an amount specified in the NIT, in the form of a Demand Draft/ Banker's Pay Order/ Banker's Cheque, at its option, from any scheduled commercial bank drawn in favour of "WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED" payable at Kolkata or, a Bank Guarantee from any scheduled commercial bank favouring WBSETCL which shall remain valid for a period of one hundred and eighty (180) days from the next day of final bid opening date with a further claim period of thirty (30) days, in the prescribed proforma in one (1) original and one (1) copy. The original Demand Draft / Pay Order/ Bank Guarantee against Bid Security(As per Annexure-3a/b) should be submitted physically to the Office of The General Manager(HR&A), WBSETCL under sealed cover on or before the scheduled date & time as specified in the Detailed NIT.

ITB.14.2. Any bid not accompanied with the bid security in adequate value and/or the forwarding letter as per Annexure: 3a of Section VI-A will be rejected by the WBSETCL and returned to the bidder with in thirty (30) days of the bid opening date.

ITB.14.3. The bid security shall be forfeited in the following circumstances:

- a. If the successful bidder fails, within the specified time limit to accept the Purchase Order/ LoA unconditionally or, to furnish the Performance Guarantee, in accordance with wherever such guarantee is required to be furnished .
- b. If the bidder withdraws its bid as a whole or in part as per ITB. 17, during the period of bid validity specified by the bidder in its bid.
- c. If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
- d. If the bidder does not extend the bid validity as required under ITB.16.3.1.

ITB.14.4. Bid security of the unsuccessful bidders will be returned as promptly as possible after the expiration of the validity of bid security or after the issue and acceptance of Purchase Order/ LoA by the successful bidder, whichever is earlier.

ITB.14.5. The bid security of the successful bidder will be adjusted towards security deposit as per ITB.12.1.

ITB.14.6. No interest shall accrue and be paid by WBSETCL on the bid security.

ITB. 15. Submission of bids

ITB.15.1. Tender documents may be downloaded from website and submission of Technical-Commercial Bid and Price Bid will be done by uploading the same in respective designated folder as per Time Schedule stated in Sl. No.2 of Detailed NIT. Both Techno-commercial Bid and Price Bid are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in/> or <https://etender.wb.nic.in>. The intending tenderers are required to quote the rate online. Tenders are to be submitted through online to the website in respective folders at a time for each work, one in Techno-commercial Proposal & the other is Price Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The virus scanned documents are to be uploaded duly digitally signed. The documents will get encrypted (transformed into non readable formats).

ITB.15.2. The bid shall be duly digitally signed by the person duly authorized by the bidder. A scanned copy of Original power of attorney of the signatory of bid as per the format given in Annexure: 4 of Section V-A has to be uploaded by the bidder.

ITB.15.3. Any interlineations, erasures, overwriting, cutting or alteration shall only be valid if they are initialed by the authorized signatory to the bid.

ITB.15.4. Bids may be uploaded within the scheduled time frame as mentioned in the Cl.No.2 of the Detailed NIT. The WBSETCL shall not be responsible for any delay in submission of the bid in the online e-tendering portal.

ITB.15.5. Bids shall be submitted in the manner specified here under:

General guidance for e-Tendering:

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the Service Providers to participate in e-Tendering.

i.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 <https://etender.wb.nic.in> or <https://wbtenders.gov.in> the Service Provider is to click on the link for e-Tendering site as given on the web portal.

ii.Digital Signature certificate (DSC):

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.

iii.The bidder can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

iv.Participation in more than one work:

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

v.Submission of Tenders:

Tenders are to be submitted through online to the website stated above in two folders at a time for each work, one in Techno-commercial Proposal &the other is Price Proposal before the prescribed date &time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

I. ***Techno-commercial Proposal:***

Techno-Commercial proposal should consist of the given below documents and should be uploaded (or send OFF line, if mentioned) in the given below manner:

A. **Technical Packet Cover:** Containing the following documents:

1. **DOCUMENTS WHICH SHOULD BE UPLOADED IN THE SUBFOLDERS PROVIDED UNDER "FEE/PREQUAL/TECHNICAL" COVER)**

1st Folder Name:->(Bid Proposal, Power of Attorney, Affidavit)

Documents:

- a. Bid proposal as per **Annexure: 1** of Section VI-A
- b. A scanned copy of Original Power of Attorney, as per **Annexure: 4** of Section VI-A duly attested by a Notary Public, authorising that the person(s) signing the bid has/have the authority to sign the bid and to make the bid binding upon the bidder is to be uploaded. (*While the original Power of Attorney shall be submitted physically(offline) to the Office of The General Manager(HR&A),WBSETCL under sealed cover on or before the scheduled date & time as specified in the detailed NIT).*)
- c. A scanned copy of Original notarized Affidavit as per **Annexure: 6** of Section VI-A affirming the eligibility of the bidder is to be uploaded. (*While the original Affidavit regarding Eligibility shall be submitted physically(offline) to the Office of The General Manager(HR&A) ,WBSETCL under sealed cover on or before the scheduled date & time as specified in the detailed NIT).*)

2nd Folder Name:->(EMD, Tender Fee and Forwarding Letter for Bid Security)

Documents:

- a. A scanned copy of Bid Security, in the form of Bank Guarantee/Pay Order/Demand Draft, shall be as per **Annexure: 3b** of Section VI-A is to be uploaded. (*While the original Bid Security shall be submitted physically(offline) to the Office of The General Manaer(HR&A),WBSETCL under sealed cover on or before the scheduled date & time as specified in the detailed NIT).*)
- b. Forwarding letter for submission of Bid Security as per **Annexure: 3a** of Section VI-A to be uploaded.
- c. A scanned copy of Tender Fees, in the form of Banker's Cheque/Pay Order/Demand Draft, shall be as per **Clause No. 2.0** of Detailed NIT is to be uploaded. (*While the original Tender Fee shall be submitted physically(offline) to the Office of The General anager(HR&A),WBSETCL under sealed cover on or before the scheduled date & time as specified in the detpailed NIT).*)

3rd Folder Name:->(Annexures)

Documents:

- a. Filled up form as per **Annexure: 5A to 5D** of Section VI-A to establish that the bidder meets the qualification requirements
- b. Filled up form furnishing information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution as per **Annexure: 6a** of Section VI-A
- c. Technical Compliance Form, duly digitally signed by the bidder, as per **Annexure: 7** of Section VI-A to demonstrate the adequacy of the bidder's proposals to meet the technical specifications.

- d. Any other additional information/ document considered relevant to the bid as per **Annexure: 8** of Section VI-A
- e. Filled-in proforma of the “Deviation Sheet” as per **Annexure: 9** of Section VI-A.
- f. A filled up information regarding performance of QOS Parameters for Cellular Mobile 3 G services as per **Annexure 14**.

4th Folder Name:->(NIT, Technical Spec., Corrigendum [if any])

Documents:

- a. NIT
- b. Technical Specification
- c. Corrigenda published (if any).

B. Other Important Document (OID) Cover: containing the following documents:

- a. Copy of valid license/ permit to operate as GSM Mobile Service Provider in the respective circles.[**Applicability up to the extent of meeting Technical QR**].
- b. List of few Major/ Common User Group(CUG) projects executed/ (completed) in the last 3 years and their present working status with customer details.[**Applicability up to the extent of meeting Technical QR**].
- c. Documentary evidence of executing projects covering all the aspects as well as Satisfactory completion/ on-going certificate stating value of work and No. of active connections from the client.[**Applicability up to the extent of meeting Technical QR**].
- d. The bidder should provide self declaration along with the current report from the concerned regulatory body of India in regard to Network of 3G/4G service in voice as well as data and that must be applicable in all places. In case of non availability of 4G service in a particular area, 3G service in both voice and data must be available automatically.
- e. Documentary evidence regarding having appropriate experience in providing GSM Mobile CUG of 3G/4G or above technology throughout Kolkata and West Bengal with at least 95 % good voice call certified by latest TRAI/DoT report. Also Bidder to upload documentary evidence of having valid 3G/4G spectrum in its possession in both Kolkata and West Bengal Circle. [**Applicability up to the extent of meeting Technical QR**].
- f. The bidder should provide self declaration along with the current report from the concerned regulatory body of India in regard to maximum frequency bandwidth – [For Kolkata - 900 MHz(For 3G services) & 2300 MHz(4G services) & for Rest of West Bengal – 1800 MHz(3G services) & 2300 MHz (4G services)].

- g. The bidder should provide self declaration along with the current report from the concerned regulatory body of India in regard to **DBM (signal strength)** – [From (-) 89 and below].
- h. Audited Annual Accounts of the company for the last Five (5) years (in case of companies)
- or
- IT Return duly acknowledged by the tax department for the last Five (5) years (in case of bidders other than companies).[**Applicability up to the extent of meeting Financial QR**].
- i. The bidder should provide license for **PAN India presence** i.e. for entire India with connectivity/compatibility with other service provider
- j. Self-declaration for number of **3G/4G Towers** along with their particular location in both Kolkata and West Bengal Circle.
- k. Performance of QOS parameters for Cellular mobile 3G/4G Services in West Bengal & Kolkata service area as per Annexure:14
- l. Self-declaration for having certified engineers of Manufacturer/ Authorised system Integrator of the manufacturer for offered components that may be required to operate the CUG network by the service provider.
- m. The bidder/ service provider should submit a self declaration from Chief Financial Officers of concerned service provider regarding installation of new tower installation (if any) for effective service within a time frame of 3 to 6 months.
- n. Self-declaration that the bidder should not have been debarred or blacklisted by any State or central govt/ PSU in India while executing similar nature of work. If any dispute is pending at any Court of Law or under any Arbitration/ similar process pending decision of debarring/ blacklisting, detailed information must be enclosed.
The Bidder who have been delisted or debarred or Blacklisted by any State or Central Government/ PSU in India while executing similar nature of work shall not be eligible any way.
- o. Copies of Income tax/ Professional Tax Clearance Certificate / P.T (Deposit Challan)/ PAN card / GST Registration Certificate.
- p. Registered Deed of partnership Firm / Article of Association & Memorandum.
- q. The bidder should submit a self declaration regarding providing of **Escalation Matrix** for services during contract.
- r. List of Technical staffs along with structure & organization duly signed by the applicant.
- s. Documents to provide evidence that Registered office/Service Centre of the bidder is within Kolkata jurisdiction.

N.B: Failure of submission of any of the above mentioned documents as stated under the head “**Technical Packet & Other Important Document Cover**” will render the

tenderer liable to be rejected for both Technical Packet&Other Important Document Cover.

II. **Price Proposal:** Price proposal should consist of the given below documents and should be uploaded (or send OFF line, if mentioned) in the given below manner:

1. **DOCUMENTS WHICH SHOULD BE UPLOADED IN THE SUBFOLDERS PROVIDED UNDER “FINANCIAL”COVER**

FOLDER NAME:->(BOQ)

DOCUMENTS:

a. **BOQ**

THE ABOVE STATED OID /TECHNICAL DOCUMENTS

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 Other Important Document (OID)’ to send the selected documents to OID 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	Detail(s)
A.	Certificate (s)	Certificate(s)	1. GST Registration Certificate & Acknowledgement 2. PAN 3. P Tax (Challan) 4. Latest IT Receipt 5. IT-Saral
B.	Company Detail(s)	Company Detail	Proprietorship Firm (Trade Licence)/ Partnership Firm (Partnership Deed, Trade License)/ Society (Society Registration Copy, Trade License) etc. and Memorandum of Association and Articles of Association of the Company/Power of Attorney

C.	Credential	Credential - 1(Technical QR) Credential -2(other papers)	1. Similar nature of Work done and Completion Certificate which is applicable for eligibility in this Tender. 2. Enlistment copy issued by department.
D	Financial Info	Work in Hand	Documents in support of Annexure-5C of Section VI A.
		P/L and balance sheet 2015-2016	
		P/L and balance sheet 2014-2015	
		P/L and balance sheet 2013-2014	
		P/L and balance sheet 2012-2013	
		P/L and balance sheet 2011-2012	
E	Manpower	List of technical staffs along with structure & organization (as per NIT).	Documents in support of Annexure-5D of Section VI A

ITB. 16. Deadline for Submission of bids

ITB.16.1. Bids must be received by WBSETCL at the online e-tendering portal address specified in NIT no later than the time and date mentioned in NIT. In the event of the specified date for submission of bids being declared a holiday for the WBSETCL, the bids will be received up to the appointed time on the next working day. Such postponement of date will not have any impact on the other dates specified in the bidding documents (i.e. bid validity and validity of bid security).

ITB.16.2. The WBSETCL may, at his discretion, under intimation to the bidders who have purchased the bidding documents, extend the deadline for the submission of bids/ opening of bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of WBSETCL and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

ITB.16.3. In the event, the deadline for submission of bid is extended by the WBSETCL, the bidders who have already submitted their bids within the original deadline of submission shall have the option to submit their revised bid in substitution either in full or in part of earlier bid.

ITB.16.3.1. In the absence of a revised bid from any bidder, the original bid shall be considered for opening and subsequent evaluation. In such cases, the bidder would necessarily be required to extend the bid validity period up to the date relevant to the extended date of bid opening. Failure to extend the bid validity by such bidder shall entitle the Purchaser to forfeit his bid security.

ITB. 17. Withdrawal of bids

ITB.17.1. The bidder shall not be permitted to withdraw their bid during the interval between bid submission deadline (as mentioned in NIT) and the period of bid validity as per ITB.16.3.1. If any withdrawal of bid is made by the bidder during the above period, it shall result in the forfeiture of the bid security.

ITB. 18. Bid Opening

ITB.18.1. WBSETCL will open the bids electronically at e-tendering portal by the authorized personnel(s) using their Digital Signature Certificate (DSC), at the scheduled date & time for opening of bids as mentioned in NIT or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of Single-stage two envelope bidding. The bidders' representatives who desire may attend / witness the bid opening event through e-tendering portal at their respective end. In the event of the specified date for the opening of bids being declared a holiday for the WBSETCL or suspended for any involuntarily reasons, the bids will be opened at the appointed time & date which shall be intimated / communicated to all the intending bidders.

ITB.18.2. Bids that are not opened at bid opening will not be considered for further evaluation, regardless of the circumstances. The reason for which bids are not being opened will be notified to all the bidders through e-tendering portal.

ITB.18.3. The bidders' names, bid withdrawal and the presence or absence of the requisite bid security and such other details as WBSETCL, at his discretion, may consider appropriate will be notified in the e-tendering portal at the bid opening date.

ITB.18.4. In the case of Single stage two-envelope bids, on the date of opening of bid, the techno-commercial bid shall only be opened. The date for opening of the Price bid shall be intimated electronically at the appropriate time to the bidders whose bid is found responsive in the techno-commercial evaluation.

ITB.18.5. In the event, the WBSETCL, in its discretion, decides not to open the bid for want of adequate response to the bidding, the WBSETCL may either extend the bid or cancel the bidding process.

ITB. 19. Clarification on bids

- ITB.19.1. During bid evaluation, WBSETCL may, at its discretion and if so required, ask the bidders for any clarification on any other matter related to its bid except to the extent in ITB.19.2. The request for clarification required from the bidder and the response thereto shall be in writing and shall be delivered by registered post/speed post/courier/ hand delivery under acknowledgement/ email/ fax so as to reach the WBSETCL within the time specified in the request for clarification issued by the WBSETCL.
- ITB.19.2. Any post-bid change in the price or substance of the bid shall not be sought, offered or accepted, if given by the bidder.

ITB. 20. Correction of arithmetical errors in price bid

- ITB.20.1. Arithmetical errors will be corrected at the time of evaluation of price bid and the corrected figure will be considered for bid evaluation. The corrections in the bid price shall be done as per the provisions of this clause and shall be binding on the bidder. If the bidder does not accept the correction of errors as per the provisions of this clause, his bid will be rejected and the bid security will be forfeited.
- ITB.20.2. If there is a discrepancy between the product of unit price and quantity and the total price for the concerned item, the product of unit price and quantity will prevail and the total price will be corrected. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words will prevail.
- ITB.20.3. The total price so corrected shall be considered for the purpose of evaluation of bid. However for the purpose of award, the corrected price by the WBSETCL or the bid price quoted by the bidder, whichever is lower, will be taken.
- ITB.20.4. Bids will be corrected for the rates of taxes & duties if incorrect rates are taken by the bidder. For the purpose of bid comparison and evaluation, the rates of taxes & duties in force as on seven (7) days prior to the last date of submission of bids would be considered.

ITB. 21. Procedure of Evaluation of bids

- ITB.21.1. The WBSETCL will carry out a detailed evaluation of the bids determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. Bids submitted by bidders with any technical or commercial deviations may be liable to be rejected. Bidders shall submit a filled-in proforma as per Annexure:9 of Section VI-A.
- ITB.21.2. The WBSETCL will determine to its satisfaction whether the selected bidder has submitted the lowest evaluated responsive bid and is qualified in terms of the qualifying requirements stipulated in NIT and has the adequate capacity and capability to execute the Order.

ITB.21.3. Wherever mentioned in the NIT, the evaluation will take into account the bidder's capacity and capabilities, in particular its work in hand and future commitments wherever required. It will be based upon an examination of the documentary evidence of the bidder's capability submitted by the bidder, as well as such other information as the WBSETCL deems necessary and appropriate.

ITB.21.4. The final evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and a result of this comparison, the lowest bid will be selected for placement of order. However, the WBSETCL reserves the right not to accept the lowest bidder.

ITB.21.5. The evaluation of bid shall be done on the basis of *"total quoted price for entire scope of service"*.

ITB. 22. Letter of Award

ITB.22.1. After approval of bid evaluation by WBSETCL, the successful bidder may be invited for pre-award discussions. After pre-award discussions and prior to the expiry of the period of bid validity, WBSETCL will notify the successful bidder in writing by registered letter or by fax in two (2) copies, that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called 'Letter of Award' or LoA) shall name the sum which WBSETCL will pay to the Service Provider in consideration of the execution & utilization of services for CUG facilities to be provided to the employees of WBSETCL by the Service Provider as prescribed under the Contract.

ITB.22.2. Within ten (10) days of receipt of the LoA, the successful bidder shall sign and return one (1) copy of the same to WBSETCL as acknowledgment of acceptance of the same.

ITB.22.3. The LoA will constitute the formation of the Contract.

ITB. 23. Signing of Contract Agreement

ITB.23.1. WBSETCL will send the successful bidder the Contract Agreement (on judicial stamp paper of appropriate value) in three (3) copies incorporating all agreements between the parties duly signed by the authorised signatory of the Purchaser along with the LoA.

ITB.23.2. Within ten (10) days from the date of acceptance of LoA, the successful bidder shall sign the Contract Agreement and return two (2) copies to the Purchaser and retain one (1) copy of the same.

ITB. 24. Performance Security

ITB.24.1. The Service provider shall furnish an unconditional and irrevocable Performance Guarantee in favour of the WBSETCL as per the format provided in Annexure: 13 of Section V-B, towards performance guarantee for faithful and due fulfilment of all obligations under the Order within thirty (30) days from the date of issue of the

Purchase Order., Performance Guarantee shall normally be furnished for an amount equal to ten percent (10%) of the Order value from a scheduled commercial bank in India., the Performance security shall remain valid up to ninety (90) days after the two years contract period, with an additional claim period of ninety (90) days.

ITB.24.2. Failure of the successful bidder to submit performance security as stated herein shall constitute sufficient ground for annulment of the award and forfeiture of his bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.

ITB. 25. Variations

ITB.25.1. The Service Provider shall not modify the specification and specific services except under direction in writing by the Purchaser. The Purchaser shall have the right to alter, amend, omit or otherwise vary the quantity/item of the services by notice in writing to the Service Provider and the Service Provider shall carry out such variations.

ITB. 26. Misrepresentation by the bidder

If the bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the bid, in any manner whatsoever, in order to create circumstances for the acceptance of the bid, the purchaser reserves the right to reject such bid and/or cancel the LoA, if issued.

ITB. 27. Corrupt or Fraudulent Practices

ITB.27.1. The WBSETCL requires that the bidders/Suppliers observe the highest standards of ethics during the procurement and execution of the Order.

ITB.27.2. In pursuance of this policy, the WBSETCL defines, for the purposes of this provision the terms set forth below as follows:

- a. "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 execution of the Order.
- b. "Fraudulent practice" means a misinterpretation of facts in order to influence the procurement process or the execution of Order to the detriment of the WBSETCL, 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 the WBSETCL of the benefits of free and open competition.

ITB.27.3. The WBSETCL will reject a bid or cancel the Purchase Order/ LoA if already placed, if it determines that the bidder recommended for award or on whom the Purchase Order/ LoA has already been placed has engaged in Corrupt or Fraudulent practices in competing for the Order in question.

ITB.27.4. The WBSETCL may declare a firm ineligible for issue of Purchase Order/ LoA, either indefinitely or for a stated period of time, if it any time determines that the firm has engaged in Corrupt or Fraudulent practices in competing for or in executing an earlier order of the WBSETCL.

ITB. 28. WBSETCL's right to accept any bid, and to reject any or all bids

WBSETCL 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 Purchase Order/ LoA, without thereby incurring any liability to bidders.

SECTION - III: GENERAL CONDITION OF CONTRACT(GCC)

GCC.1. Definitions

The following words and expressions shall have the meaning hereby assigned to them.

GCC.1.1. "Commencement Date" means the date of Letter of Award (LoA) or any other date specified therein.

GCC.1.2. "Contract" means all the Contract Agreement(s) entered into between the Purchaser and the Service Provider i.e Service Provider/ Service Provider , together with the Contract Documents referred to therein; they shall constitute the Contract and the term Contract shall include all such documents be construed accordingly.

GCC.1.3. "Contract Price" means the sum total of contract price stated in all the Letter of Award(s) as payable to the Service Provider for execution of the entire Works and services under the scope of Contract subject to such addition & adjustments thereto or deductions there from as may be made pursuant to the Contract(s).

GCC.1.4. "Service Provider/ Service Provider" means the successful bidder and, in case of a joint venture bid, the designated leader, whose bid has been accepted by the Purchaser, named as such in the Contract Agreement and included its legal successors and permitted assigns.

GCC.1.5. "Purchaser" means West Bengal State Electricity Transmission Company Limited (WBSETCL), Kolkata, and includes its legal successors and permitted assigns.

GCC.1.6. "Performance Guarantee" means the security to be provided by the Service Provider / Service provider in accordance with the due performance of the Contract.

GCC.1.7. "GCC" means the General Conditions of Contract hereof.

GCC.1.8. "Price Schedule" means the schedules or any part or individual schedule thereof, submitted by the bidder with his bid and forming a part of the Contract Documents.

GCC.1.9. "Site" means the place or places, where services are to be executed by the Service Provider/ Service Provider with the consent of the Purchaser, use in connection with the work/ services other than merely for the purposes of access.

- GCC.1.10. “Works” means and include all work or any part of the work thereof covered in the scope of the Contract, services as per Specifications, and completion, and putting into satisfactory service .
- GCC.1.11. Government means Government of India or Government of West Bengal, as the case may be.
- GCC.1.12. Periods
In these provisions “Day” means calendar day. However “Working day” as used herein means all calendar days excluding Sundays and Government holidays in West Bengal. “Month” and “Year” and all dates shall be reckoned according to the Gregorian calendar.

GCC.2. Contract documents

- GCC.2.1. The following documents shall be deemed to form an integral part of the Contract
- a. Instruction to Bidders
 - b. General Conditions of Contract, including any amendment/errata thereto
 - c. Special Conditions of Contract, including any amendment/errata thereto
 - d. The bid submitted by the Service Provider/ Service provider including letters of clarification exchanged between the Service Provider/ Service Provider and Purchaser
 - e. Technical Specifications (including any amendment/errata thereto) in respect of equipment/materials/Softwares/services to be supplied under this Contract
 - f. Letter of Intent, if issued by the Purchaser and its acceptance by the Service Provider/ Service provider.
 - g. Letter of Award placed by the Purchaser and its acceptance by the Service Provider/ Service provider.
 - h. Contract Agreement, if applicable
- GCC.2.2. All Contract documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language as specified in this clause, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

GCC.3. Order of precedence of the documents

- GCC.3.1. In the event of any ambiguity or conflict between the Contract Documents, the order of precedence shall be:
- a. Contract Agreement and the Appendices thereto
 - b. Letter of Award including all documents referred to therein
 - c. Special Conditions of Contract
 - d. General Conditions of Contract
 - e. Technical Specifications
 - f. Bid form, Price Schedules and Annexure submitted by the Service Provider/ Service Provider.

GCC.4. Contract Execution

GCC.4.1. The Purchaser will issue the detailed Letter of Award incorporating commercial, technical and other allied terms and conditions.

GCC.4.2. If provided for in the LoA, within thirty (30) days from the issuance of the LoA, the Service Provider has to submit the Contract Agreement on non-judicial stamp paper of appropriate value (as per the draft form annexed) including all related documents and the same has to be signed by both the parties. The authorized representative of the Purchaser will sign the Contract on behalf of the Purchaser. Power of Attorney of the authorised representative of the Service Provider/ Service Provider who will sign the Contract on behalf of the Service Provider/ Service Provider is to be submitted before signing of the Contract Agreement.

GCC.5. Contract Price

GCC.5.1. The Contract Price shall be firm and shall remain fixed during the two years contract period , except for variations authorized by the Purchaser and for which additional payment will be due to the Service Provider in terms of GCC.17.Escalation in rates will not be permitted due to increase in taxes, duties etc. or due to any reasons during the period of contract as stipulated except as permissible underGCC.11.3.

GCC.6. Notices

GCC.6.1. Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract. All notices to be given under the Contract shall be in writing, and shall be sent either by personal delivery, courier, post or fax followed by post confirmation to the address of the relevant party.

GCC.6.2. Any notice sent by post or courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after despatch. In proving the fact of despatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

GCC.6.3. Any notice delivered personally or sent by fax shall be deemed to have been delivered on date of its despatch.

GCC.6.4. Either party may change its address at which notices are to be received by giving ten (10) days' notice to other party in writing.

GCC.7. Governing Law

The Purchase Order/ LoA shall be governed by and interpreted in accordance with laws in force in India including any such Laws promulgated or comes into force during the period of the Purchase Order/ LoA. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Purchase Order/ LoA.

GCC.8. Disputes

GCC.8.1. If any dispute or difference of any kind whatsoever will arise between the Purchaser and the Service Provider/ Service Provider in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation. After thirty (30) days from the date the dispute is first brought to the notice of either party, if the parties have failed to resolve their dispute or difference by such mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

GCC.8.2. Adjudicator

GCC.8.2.1. An Adjudicator shall be appointed by the Appointing Authority as specified in the SCC. The Adjudicator shall give its decision in writing to both parties within thirty (30) days of a dispute being referred to it. The decision of the Adjudicator shall become final and binding upon the Purchaser and the Service Provider. Any decision that has become final and binding shall be implemented by the parties forthwith. The Adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of his duties as Adjudicator under the Contract. These costs shall be divided equally between the Purchaser and the Service Provider.

GCC.8.2.2. If either the Purchaser or the Service Provider/ Service Provider is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within thirty(30) days of a dispute being referred to it, then either the Purchaser or the Service Provider/ Service Provider may, within sixty (60) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

GCC.8.3. Arbitration

GCC.8.2.1. The Purchaser shall appoint a sole arbitrator whose decision shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties hereby waive any objections to or claims of immunity from such enforcement. If, for any reason, an arbitrator is unable to perform his function, the mandate of the arbitrator shall terminate and a substitute shall be appointed in the same manner as the original arbitrator.

GCC.8.2.2. The arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of the arbitration shall be equally shared by the Purchaser and Service Provider. The arbitration shall be conducted at Kolkata.

GCC.8.2.3. Notwithstanding any disputes with reference to the Contract pending for arbitration, the Service Provider shall continue to perform his obligations in accordance with the Purchaser's decision or instruction, and Purchaser shall also continue to perform his obligations under the Contract including payment of any undisputed monies due to the Service Provider/service provider.

GCC.9. Terms and Procedure for Payment

GCC.9.1. The payments to the Service Provider for the performance of the Order will be made by the WBSETCL on monthly basis on consolidated basis for the total no of connections rendered for different plans as per terms & conditions of the Agreement signed between WBSETCL & successful bidder. No advance payment will be made in this score. **Taxes and other duties (as applicable)will be paid extra.** The currency of bid and payment shall be Indian rupee and no foreign exchange variation will be permitted except as provided in the Price Variation formula.

GCC.10. Performance Guarantee

GCC.10.1 As a security, the successful bidder, to whom the work will be awarded, shall be required to furnish an unconditional and irrevocable Performance guarantee in form of Bank guarantee from a Public Sector Indian bank/Scheduled, Commercial Bank in the form to be furnished within thirty (30) days from the date of placement of order. The guarantee amount shall be equal to ten percent (10%) of the Order value from a scheduled commercial bank in India. The Performance security shall remain valid up to ninety (90) days after the two years contract period, with an additional claim period of ninety (90) days.

GCC.10.2. The WBSETCL reserves the right to verify the authenticity of the Performance Guarantee from the issuing bank.

GCC.10.3. The Performance Guarantee shall be executed on non-judicial stamp paper. The guarantee is liable to be forfeited in case of non-compliance of Order or failure to complete the Order. Order is liable to be cancelled for non-submission of Guarantee in time with forfeiture of earnest money.

The Performance Guarantee is liable to be invoked on demand of WBSETCL, for any breach under the Order irrespective of any dispute or difference between WBSETCL and the Bidder, pending before any court, tribunal or any other authority

GCC.10.4. The Performance Guarantee shall be returned to the Bidder within ninety (90) days after receipt of request for release. However, no costs shall be paid for the Performance Guarantee by the WBSETCL, irrespective of date of release.

GCC.11. Taxes, Duties and Other Levies

GCC.11.1. Except as otherwise specifically provided in the Contract, the Service Provider shall be liable and responsible for the payment of all taxes imposed on the Service Provider's materials, supplies and services to be used in the performance of the Contract or furnished under the Contract.

GCC.11.2. The Purchaser shall be entitled to make necessary tax deductions at source as per the prevalent laws .

GCC.11.3. The Service Provider shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, cess, levy or fee etc. which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.

GCC.11.4. GST
Purchaser will bear liability on account of GST only.

GCC.12. Purchaser's representative

GCC.12.1. The Purchaser shall appoint one person, designated as the Controlling Officer as mentioned in the SCC, who shall carry out the functions and obligations of the Purchaser under the Contract.

GCC.12.2. The Purchaser may from time to time appoint any other person as the Controlling Officer in place of the person previously so appointed, and shall give a notice of the name of such other person to the Service Provider without delay. The Purchaser shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of Works and services. The Controlling Officer shall represent and act for the Purchaser at all times during the currency of the Contract.

GCC.12.3. Any decision, instruction or approval given by the Controlling Officer to the Service Provider shall have the same effect as though it had been given by the Purchaser.

GCC.12.4. All notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer.

GCC.12.5. The Controlling Officer may authorize his representative(s) as in-charge for the Works and services being provided. The Controlling Officer will also be the consignee officer for any supplies to be made under the Contract.

GCC.13. Service Provider's representative

GCC.13.1. The Service Provider shall employ at least one competent representative (whose name or names shall have previously been communicated in writing to the Controlling Officer by the Service Provider) for coordination with WBSETCL for the required Works and services. Any written order or instruction which the Controlling Officer or his duly authorised representative may give to the said representative of the Service Provider shall be deemed to have been given to the Service Provider.

GCC.13.2. The Controlling Officer shall be at liberty to object to the presence of any representative or person employed by the Service Provider for providing the required Works and services, who in his opinion is found to have mis-conducted himself or be incompetent or negligent and the Service Provider shall remove the person so objected to, upon receipt from the Controlling Officer a notice in writing requiring him to do so and shall provide in his place a competent representative at the Service Provider's risk and expense.

GCC.14. Commencement of Works and services

- GCC.14.1. Works & Services of closed user group (CUG) mobile phone connection scheme for the officials of WBSETCL must be taken up and completed in all respects within 30 days from the date of award of LoA. However in special circumstances the connection should be provided within 24 hours on WBSETCL special request.
- GCC.14.2. Initial Service Contract period may be considered to be of 24 (Twentyfour) Months after activation of CUG, which may be extended for further period on rendering satisfactory service by the Mobile Service provider.

GCC.15. Limitation of Liability

Except in cases of gross negligence or wilful misconduct

- GCC.15.1. 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 Service Provider to pay liquidated damages to the Purchaser; and
- GCC.15.2. The aggregate liability of the Service Provider to the Purchaser, whether under the Contract, 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, or to any obligation of the Service Provider to indemnify the Purchaser with respect to patent infringement.

GCC.16. Force Majeure

The Service Provider shall not be considered in default if delay in completion of Works and services occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes (other than Service Provider's employees strike), fire, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than fifteen (15) days shall be considered as a cause of Force Majeure. A notification to this effect duly certified by statutory authorities shall be given by Service Provider to the Purchaser. In the event of delay due to such causes, the time for completion will be extended for a length of time equal to the period of Force Majeure, or the Contract may be terminated as per GCC.18.3.

GCC.17. Variations

The Purchaser may by notice in writing, at any time before implementation of Works and services, instruct the Service Provider to alter, amend, omit, add to or otherwise vary any part of the Works and services. The Service Provider shall not vary or alter any of the Works and services, except under direction in writing by the Purchaser. Rates for all additional Works and services shall be arrived at on pro-rata basis from the existing Works and services in the contract.

GCC.18. Termination

GCC.18.1. Termination for Service Provider's default

The Purchaser, without prejudice to any other rights or remedies it may possess, upon written notice of default to the Service Provider, terminate the Contract:

- a. If the Service Provider neglects, or fails to commence the service, the Purchaser shall have the right to terminate the Contract after giving notice in writing to the Service Provider. If the Service Provider fails, after fourteen (14) days of such notice to proceed with the Works and services in the manner notified, the Purchaser shall terminate the Contract.
- b. If the Service Provider, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

GCC.18.2. Termination for bankruptcy

GCC.18.2.1. If the Service Provider becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Service Provider is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Service Provider takes or suffers any other analogous action in consequence of debt, the Purchaser will be at liberty:

- a. To terminate the Contract forthwith by notice in writing to the Service Provider or to liquidator or receiver or to any person with whom the Contract may become vested.
- b. to give such liquidator, receiver or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract up to an amount to be determined by the Purchaser

GCC.18.3. Termination for force majeure

GCC.18.2.1. Either party, upon thirty (30) days written notice to the other, shall have the right but not an obligation to terminate the Contract due to force majeure conditions, provided the force majeure conditions exists for a period exceeding three (3) months and the work cannot be resumed within a period of three (3) months from the date the force majeure condition cease to exist.

GCC.18.2.2. In the event of such termination of the Contract, payment to the Service Provider will be made as follows:

- a. The Service Provider shall be paid for all Works and services delivered/ executed and for any other legitimate expenses due to him.
- b. The Purchaser shall also release security deposit/ contract performance security at its disposal except in cases where the total amount of payment made to the Service Provider exceeds the final amount due to him. In such cases, the security deposit/ contract performance security shall be adjusted against any excess payment made to the Service Provider. If even after adjustment of security deposit/ contract performance security, any excess payment remains, the Service Provider shall refund such excess amount within thirty (30) days after termination.

GCC.19. Assignment

The Service Provider shall not, without the express prior written consent of the WBSETCL assign to any third party the Order or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the Service Provider shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Order.

Section IV – SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC), Section-V, shall supplement/amend the General Conditions of Contract (GCC), Section-IV. Wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC.

SCC Item No	GCC Clause Ref, If any	Data
1	GCC.7	The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract
2	GCC.8.2.1	Adjudicator's name will be intimated in due course, if necessary. [The Adjudicator shall be appointed by MD, WBSETCL as may be agreed between both the parties]
3	0	The contract performance guarantee will be provided by the Service Provider in the form of Bank Guarantee
4	GCC.12.1	The Controlling Officer will be GM(HR&A), WBSETCL, BidyutBhaban.

General manager (HR & A)

West Bengal State Electricity Transmission Company Ltd

SECTION - V:
(A) TECHNICAL SPECIFICATION

- i. Bidder must have a valid license/ permit holder to operate as GSM Service provider in Kolkata & West Bengal Telecom Circle. Country wide Roaming Network availability is a must requirement.
- ii. Bidder should have minimum 5 years experience as independent GSM Mobile Service provider with valid license and permit etc in Kolkata and West Bengal Telecom Circle. (*Country wide roaming Network availability is a must.*)
- iii. Bidder should have provided single GSM mobile CUG at least 1000 active connections for at least one individual customers over the past 3 years preferably in Central or State Govt/ PSU.
- iv. The bidder/ service provider should provide a Network of 3G/4G service in voice as well as data and that must be applicable in all places. In case of non availability of 4G service in a particular area, 3G service in both voice and data must be available automatically.
- v. Bidder should have appropriate experience in providing GSM Mobile CUG of 3G or above technology throughout Kolkata and West Bengal. The bidder should have valid 3G/4G spectrum in its possession in both Kolkata and West Bengal Circle.
- vi. The bidder should provide existing portability without any additional cost.
- vii. The bidder/ service provider should have **license for PAN India presence** i.e. for entire India with connectivity/compatibility with other service provider.
- viii. The bidder/ service provide should posses a **maximum frequency bandwidth** – [For Kolkata - 900 MHz(3G) & 2300 MHz(4G) & for Rest of West Bengal – 1800 MHz(3G) & 2300 MHz (4G)].
- ix. The bidder / service provider should posses **DBM(signal strength)** – [From (-) 89 and below].
- x. The bidder must qualify quality of service in terms of a) Network Availability, b) Connection Establishment (Accessibility), c) Connection Maintenance (Reliability) & d) Point of Interconnection Congestion for latest two consecutive Quarterly Performance Monitoring report of TRAI/DoT.

(B) SCOPE OF WORK AND ADDITIONAL TERMS & CONDITIONS:

1. All SIM Cards must be warranted for a minimum period of 12 (Twelve) months from the date of commissioning on account of manufacturing/ programming aspects.
2. All the connections in the mobile CUG should have the facility to avail no extra charges on account of National Roaming- for both incoming and outgoing calls

inside CUG.

3. No escalation of Rates will be permissible within the contract period.
4. All SIM Cards should be delivered for the first time free of cost. Any replacement, if needed on account of damage etc. Not attributed to the Mobile Service Provider should not be charged more than the rate at which the Mobile Service provider is charging for other common customers outside the proposed CUG.
5. Work will be permitted to be carried out strictly as per program approved by the appropriate authority.
6. The bidder/ service provider should submit a self declaration from Chief Financial Officers of concerned service provider regarding installation of new tower installation (if any) for effective service within a time frame of 3 to 6 months.
7. Any penalty in whatsoever form or value if applied on account of deficiency of mobile CUG operators as per any Government order will be applicable after issuance of Work order.
8. Any damage/ Loss of movable properties at any place within the site and / or other places while executing the work for rendering services are to be compensated properly by the agency.
9. The Service Provider shall positively mention one (1) telephone no., 1 (One) mobile ph. No. and e-mail id for easy communication as and when required.
10. The prospective Service Provider should have Service Centre equipped with requisite instruments and Technical Staff according to the work to be executed.
11. Call rates can be considered on per minute pulse basis instead of per second as CUG on roaming are available only on per minute pulse across all service providers of operating in Kolkata and rest of Bengal Telecom Circle.
12. Successful bidder has to declare call rates and data rates separately, beyond the stated fixed values in the BOQ, which would not be taken into account while calculating the financial bid but would be entered into the agreement with the successful bidder.