WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

TENDER DOCUMENT FOR IMPLEMENTION OF CENTRALIZED FACE RECOGNITION-CUM-BIOMETRIC ATTENDANCE RECORDING SYSTEM FOR WBSETCL

NIT No. GM(HR&A)/TENDER/TP&AS/2025/77 Dated: 08.01.2025

[OPEN E-TENDER]
[Domestic Competitive Bidding]
Section I –VI

Notice Inviting Tender (NIT)
Qualifying Requirement of this NIT(QR)
Instruction to Bidder/Agency (ITB)
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Required Forms

WBSETCL

Office of the General Manager (HR&A),
Training, Planning & Allied Services
WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
CIN: U40101WB2007SGC113474
Regd. Office: Vidyut Bhavan (8TH Floor), Block- 'D',
Bidhannagar, Block-DJ, Sector-II, Kolkata: 700 091

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.

TELEPHONE/FAX: (033)23345879 E—Mail ID: fl.wbsetcl@gmail.com
CIN: U40101WB2007SGC113474, Website: www.wbsetcl.in

Section I - NOTICE INVITING e-TENDER

West Bengal State Electricity Transmission Company Limited
(A Govt. of West Bengal Enterprise)
Office of the GM (HR&A), TP & AS, WBSETCL
CIN: U40101WB2007SGC113474
ABRIDGED NOTICE INVITING e-TENDER
For
Implementation of Centralized Face Recognition-cum-Biometric Attendance Recording System for WBSETCL
[Domestic Competitive Bidding]

NIT No. GM(HR&A)/TENDER/TP&AS/2025/77 Dated:08.01.2025

West Bengal State Electricity Transmission Company Limited (hereinafter referred to as WBSETCL), is a successor entity of erstwhile West Bengal State Electricity Board owned by the Government of West Bengal and incorporated under the Companies Act, 1956 with Registered Office at Vidyut Bhavan, Block-DJ, Sector-II, Salt Lake City, Kolkata, West Bengal, Pin-700091. It has started its business of Electricity Transmission and Load Dispatch since 01.04.2007.

WBSETCL invites **e-Tender** under two bid system from registered, reputed and financially sound Companies having requisite experience in rendering service in Government organizations / Undertakings / big Public or Private Enterprises, Statutory Body(s) / MNC etc. **for Supply and Implementation of Centralized Face Recognition-cum-Biometric Attendance Recording System at its Corporate Office & different Unit Offices spread across the State of West Bengal as per details given in the tender document. The system should be implemented in server client architecture with the server centrally located at Vidyut Bhaban.** The registered office or one of the branch offices of the bidding firm should be **located within Kolkata, Rajarhat-Newtown area.**

Interested bidders may obtain bidding documents by registering themselves to the e-tendering portal (https://wbtenders.gov.in) and downloading the bidding documents from **08.01.2025** at **11:00 A.M.** The bids shall be received up to **29.01.2025 up to 04:00 P.M.** and will be opened on **31.01.2025 at 04:00 P.M.**

Detailed NIT is also available on WBSETCL website (www.wbsetcl.in) and can be downloaded from the website for bidders 'information only.

DETAILED NOTICE INVITING TENDER

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A Govt. of West Bengal Enterprise)

Office of the GM (HR&A), TP & AS, WBSETCL

NOTICE INVITING TENDERS

For

[Implementation of Centralized face Recognition-cum-Biometric Attendance Recording System for WBSETCL]

[Domestic Competitive Bidding]

NIT No. GM(HR&A)/TENDER/TP&AS/2025/77 Dated:08.01.2025

WBSETCL invites e-tender from eligible and qualified bidders/ agencies **for Supply and Implementation of Centralized face Recognition-cum-Biometric Attendance Recording System at its Corporate Office & different Unit Offices spread across the State of West Bengal as per details given in the tender document. The system should be implemented in server client architecture with the server centrally located at Vidyut Bhaban.**

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://wbtenders.gov.in** or visit website **www.wbsetcl.in** as per the following schedule:

Sl. No.	Events	Date &Time
1	➢ Date of uploading of NIT & other Documents (Publishing Date) ➢ Documents download start date (Online) ➢ Start date for submission of pre-bid queries (if any)	**08.01.2025 at 11:00 A.M**
2	Closing date for uploading /submission of pre-bid queries (if any)	**13.01.2025 up to 10:00 A.M**
3	**Pre-bid meeting to be held in the Conference Room, 10th Floor, Procurement Department, B-Block, Vidyut Bhavan**	**14.01.2025 at 11:00 A.M**
4	Bid submission start date (Online)	**17.01.2025 at 2:30 P.M**
5	➢ Documents download end date ➢ Bid Submission closing (Online)	**29.01.2025 at 04:00 P.M**
6	Last Date of submission of original copies for the Earnest Money Deposit and confirmatory hard copy of the techno-commercial Bid in sealed envelope. (Offline)	**30.01.2025 at 04:00 P.M**

7	Bid opening date for Technical Proposals (Online)	**31.01.2025 at 04:00 P.M**
8	Date for opening of Financial Proposal (Online)	**To be notified later after the techno-commercial evaluation**

If the submission and opening date of the e-tender happens to be a holiday, the next working day will be the corresponding effective date.

The Bid Documents, downloaded from any other source and used for the purpose, will not be accepted. In case of detection of any alteration or modification in the contents thereof, the bid will be liable for rejection and the EMD will be forfeited.

1. QUALIFYING REQUIREMENT OF THE BIDDERS:

The following shall be the qualifying requirement for selection of bidders at technical bid stage of the bidding process:

1.1 Technical Qualification:

a. The bidder / bidding Firm shall necessarily be a registered, authorized, resourceful, reputed and financially sound firm / agency and must have experience to implement **Biometric Attendance System** or supply devices of **Biometric Attendance System** in the Government Organizations / Undertakings / big Public or Private Enterprises / MNC during the last **3(three) Financial Years i.e 2023-2024, 2022-2023 & 2021-2022.**

b. The bidder / bidding Firm should have successfully implemented at least **one** similar works and service contract at Government Organizations / Undertakings / big Public or Private Enterprises / MNC **having multiple locations either throughout the State of West Bengal or other State of Eastern India** covered under that contract during the last **5(five) Financial Years i.e 2023-2024, 2022-2023, 2021-2022, 2020-21 & 2019-2020.** Copies of LOA / Completion Certificate should have to be submitted.

c. The Bidder should have the past experience of providing works and services of similar nature of value not less than **Rs. 28,85,100.00 (Twenty Eight Lakhs Eighty Five Thousand One Hundred Only)** in a single contract in the preceding 5(five) Financial Years **i.e 2023-2024, 2022-2023, 2021-2022, 2020-21 & 2019-2020** for any Government Organizations / Undertakings / big Public or Private Enterprises / MNC.

d. The bidder should have their **Registered Office or one of the Branch Office** is located within **Kolkata, Rajarhat-Newtown** area.

1.2 Financial Qualifying Requirement:

a. **Minimum Annual Average Turnover** (excluding non-recurring items) of the participating bidders from similar types of businesses for the best three years out of the last five Financial Years (**FY**: **2018-2019**, **2019-20, 2020-21, 2021-22, 2022-23 or 2023-24)** shall not be less than **Rs. 14,42,550.00 (Rupees Fourteen Lakhs Forty Two Thousand Five Hundred Fifty only).** The turnover should be of the bidder and not of the group of companies or consortium / subsidiaries / sister concerns etc. The proofs in support of the same such as certified copies of audited Balance Sheet, Profit & Loss Accounts etc. **having UDIN shall have to be submitted with the bid documents.**

b. **Liquid Asset:** The bidder must have Liquid Asset not less than **Rs. 2,40,425.00/- (Rupees Two Lakh Forty Thousand Four Hundred Twenty Five only)** and / or evidence of access to or availability of credit facilities of equivalent amount. **This will be as per the last audited accounts.**

c. **Net Worth:** The net worth of the Agency should be positive. The bidder should not have incurred any loss during last three Financial Years i.e. for **F.Y: 2021-22, 2022-23 & 2023-24**.

1.3. COST OF BID DOCUMENT (Tender Fee): NIL

(END OF SECTION I)

SECTION II

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS:

a) For the Bidding/Tender Document Purposes, West Bengal State Electricity Transmission Company Limited shall be referred to as **'WBSETCL'** and the Bidder/Successful Bidder shall be referred to **'Contractor or Bidder or Agency'** or interchangeably.

b) The parties to the Bid shall be the Bidder and WBSETCL.

c) While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

d) The bidder shall submit a copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder if such need arises.

e) All Bidders are explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/ any other requirements stipulated in the tender documents, are liable to be rejected.

f) For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address through separate letter(s) sent by Registered Post with Acknowledgement Due (AD) to the General Manager (HR&A), TP&AS, WBSETCL, Corporate HR & A Department, 8th Floor, D-Block, Vidyut Bhavan, Sector-II, Block-DJ, Kolkata, West Bengal, Pin - 700091. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

g) **The tender inviting authority may ask for original documents regarding fulfilment of qualifying requirement and any other matters from the prospective bidders. In case the prospective bidders are unable to provide such documents in original, then the bids of such bidders shall not be considered as valid and the same are liable to be cancelled.**

2. Pre-Bid Meeting:

a) 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 and submitted before the pre-bid meeting by the date specified in the schedule. The pre-bid queries may be submitted by uploading to the e-tendering portal **https:// wbtenders.gov.in** or mailed to **fl.wbsetcl@gmail.com** or submitted directly at the Office of the GM(HR&A), TP & AS, WBSETCL.

b) Only the queries, raised on or before the specified time frame, will be eligible for discussion during the course of the Pre bid meeting.

c) The bidder or its authorized representative is invited to attend pre-bid meeting to be held on the date, time and location specified in the schedule.

d) 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.

e) 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. WBSETCL shall not be under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for by the prospective bidders.

f) Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Client has considered such amendments.

g) WBSETCL shall make related modifications/ amendments in the bidding documents as may be considered necessary exclusively through issue of an amendment.

3. <u>AMENDMENT OF BIDDING DOCUMENTS:</u>

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

b) The addendum/ amendment, if any, 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.

c) 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.

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

4. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

All bids must be supported by **bid security** for an amount of **Rs.48,085/- (Forty eight thousand eighty five only)** in the following manner. Submission of Bid Security / EMD should be documented along with the bid and submitted online. Non submission of the acceptable bid security or inadequate value of Bid Security shall be rejected by the WBSETCL and in such cases bids shall be considered as non-responsive.

A. EMD is to be submitted as per following guidelines:

A bidder desirous of taking part in a tender invited by Offices of WBSETCL shall login to the e-Procurement portal of Government of West Bengal https://wbtenders.gov.in using his login Id and password.

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

i. **Net-banking through Payment Gateway.**

ii. **Submission of EMD through BG:** For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG along with requisite testimonials for proportional EMD in the EMD exemption document upload section.

EMD in the form of Bank Guarantee from any scheduled commercial bank favoring 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 WBSETCL, if the bidder fails to submit original Bank Guarantee against Earnest Money Deposit (EMD) physically 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	SBI
ADDRESS OF THE BANK	Industrial Finance Branch Kolkata, 4th & 5th Floor, Jeevan Deep Building,1, Middleton Street, Kolkata, West Bengal-700071
ACCOUNT NO	41456850307
IFS CODE	SBIN0001936

EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. **Partial payment through online mode and remaining submission through BG is not allowed.**

General Instructions for Online Payment:

(i) The bidder will have to mandatorily pay through Net-banking facility once Net- banking mode is opted for payment.

(ii) Only a single value can be entered as EMD amount in e-tender portal for each tender. However, in case tender has fixed EMD on line item (multiple items) basis, then, for the cases when actual EMD value calculated as per NIT by the bidder is less than the one mentioned in e-tender portal, bidders shall mandatorily opt for Exemption for payment of actual EMD amount and upload the requisite testimonials for proportional EMD and its proportional amount is to be paid in the form of BG.

(iii) The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

B. If the bid is received without the aforesaid EMD, it will not be considered and would be rejected summarily. Late receipt of the EMD i.e. after closure of online bidding time will also disqualify the bidder and the bid will not be considered for evaluation.

C. No request for transfer of any previous deposit of Earnest Money Deposit or Contract Performance Guarantee (CPG) or adjustment against any pending bill held by

WBSETCL in respect of any previous work shall be entertained.

D. No claim shall lie against WBSETCL in respect of erosion in the value of the Earnest Money Deposit and no interest will be payable to the bidders on the EMD.

E. Refund/Settlement of EMD Amount:

(i) For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.

(ii) For successful bid(s), EMD will be refunded from WBSETCL authority after completion of tendering process and following due procedures.

(iii) The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

(iv) For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 9836547326/ 8017094744 since payment gateway facility used by E-tender portal is maintained by ICICI.

NB: It is stated herein that presently, Nodal Bank nominated by the Govt. of West Bengal is ICICI Bank Ltd. in the NIC Portal. However, the Bank may change based upon change of nomination by the Govt. of West Bengal from time to time.

F. Forfeiture of Earnest Money: The Earnest Money Deposit may be forfeited:

(i) If the bidder unilaterally withdraws /modifies part or whole of his/their bid during the period of validity of the bids specified by the bidder in the bid form or

(ii) In case of successful bidder, if the bidder:

a) Fails to sign the contract in accordance with the terms of the tender document.

b) Fails to furnish required CPG / Additional Performance Security in accordance with the terms of tender documents within the time frame specified by WBSETCL or

c) Fails or refuses to honor his quoted prices for the services or part thereof.

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

5. PREPARATION OF BIDS :

a) Language: The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and 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.

b) Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Documents and submitted along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount. The documents comprising the Bid are**:**

i. Technical Bid Submission Form (printed on the Company's letterhead of the bidder and duly signed by the authorized person).

ii. Documents stated under Clause No.9.

iii. Signed copies of the General Conditions of Contract and Special Conditions of Contract in Section III & VI and the Schedule of Work in Section IV as a token of acceptance of the same by the bidder

iv. Earnest Money Deposit.

c) Financial Proposal/Price Bid: Bidder shall prepare the Financial Proposal in the Price Schedule and submit through **e-Tender portal only in the BOQ.**

6. PERIOD OF VALIDITY OF BIDS:

a) Bid shall remain valid for **a period of 120 days from the date of opening of the Price Bid (Financial Bid)**. A bid, valid for a shorter period, shall be rejected by WBSETCL as non-responsive.

b) In exceptional circumstances, WBSETCL may solicit the bidder's consent for 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 e-mail followed by post confirmation. The bidder may refuse the request without having his bid security forfeited. Bidders agreeing to the request will not be permitted to modify their respective bids but will be required to extend the validity of their bid securities correspondingly. The provisions regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

7. GUIDELINES FOR SUBMISSION OF THE BIDS:

Instructions/Guidelines for electronic submission of the bids are appended below for assisting the agencies to participate in e-Tendering.

a) <u>Registration of Agency</u>:

Any agency willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging onto or https://wbtenders.gov.in. The agency will have to click on the link for e-Tendering site as given on the web portal.

b) Digital Signature Certificate (DSC):

Each Agency 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 website stated in Clause (i) above. DSC is given as a USB e-Token.

c) Collection of Tender Documents:

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

d) Bids are to be submitted online in the website in two folders **Technical Proposal** & **Financial Proposal** at a time before the prescribed date & time using the Digital Signature Certificate (DSC). The Digitally Signed virus scanned copies of the documents are to be uploaded. The documents will get encrypted (transformed into non-readable formats).

8. DOCUMENTS TO BE ATTACHED DURING ONLINE E-TENDER SUBMISSION:

To upload the documents, **c**lick on 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 to the **My Document Format of West Bengal State Electricity Transmission Company Ltd:**

Sl. No.	Category Name	Sub Category Description	Details
A	**Certificates**	Certificates	(i) A self attested copy of the TAN (ii) A self attested copy of the PAN **(iii) A self attested copy of the trade license & OEM authorization.** (iv) A self attested copy of the certificate of registration of Goods and Services Tax (GST) (v) Trade License issued by competent authority for carrying out its business in West Bengal (vi) A self attested copy of the PF and ESI Registration Certificate.
B	**Company Details**	Company Details 1	(i) Incorporation Certificate, Memorandum of Association/Articles of Association. (ii) Certificate of Registration
		Company Details 2	(i) Attested copy of Registration under Shop & Establishment Act/Trade License (Optional) (ii) The Power of Attorney/ Resolution by BOD of Company, as the case may be, in favour of signatory of the Bid.
C	**Credential**	Credential 1	Proof of performing similar nature of work & completion certificate which is applicable for eligibility in this tender (to meet the QR). List of work order/Letters of Award references with execution status of similar purchases/ works in the past (must be indexed properly).

		Credential 2	In the credential 2 folder, bidders must submit the client's certificate for completion/ performance etc., i.e. proof of execution of the work /work order / works/letters of award. (must be indexed properly)
D	**Financial Info**	Payment Certificate 1	Income Tax Returns for last 05(Five) Assessment Years.
		UDIN Supported P/L and Balance Sheet for all F.Y	Profit & Loss and Balance Sheet (with annexure and Form in case of tax audit) **(all account statement should be verified by firm having valid UDIN)**

9. FINANCIAL PROPOSAL / PRICE BID:

a. Only pdf copies of the above documents are to be uploaded virus scanned & Digitally Signed by the Agency.

b. Financial capacity of a bidder will be judged on the basis of information furnished in Section. II and Clause.1.2 above.

c. The bidder shall submit its **price bid** in Indian Rupees and all payments under this contract will be made in Indian Rupees.

d. The prices in the Price Bid shall be exclusive of Goods and Service Tax or any other applicable taxes and Cess as may be levied by the Government from time to time. Such Taxes and Cess, as applicable, will be paid extra reimbursed along with the Monthly Bills.

e. The rate shall be quoted in the B.O.Q. under Financial Bid only. Quoting of rate anywhere else in the Bid document, shall result in rejection of the bid summarily.

10. SUBMISSION OF ONE SET OF CONFIRMATORY HARD COPY:

a) Bidders are required to submit **one set of confirmatory copy** of the uploaded Techno-commercial Bid along with the proof of full filament of Technical Qualification (properly indexed) in a sealed envelope **superscribed as "Hard Copy of Technical Qualification".**

b) Bidders must submit the "EMD (original)" together in one sealed envelope whereas the Confirmatory Hard Copy must be submitted in a separate sealed envelope **superscribed as " Bid Security"**.

c) The above two sealed envelopes must again be enclosed in one sealed envelope clearly stating the NIT number and Subject matter and must be submitted to **the General Manager (HR&A) TP&AS, Corporate HR&A Department, 8th Floor, 'D' Block, Vidyut Bhavan, Block-DJ, Sector-II, Salt Lake, Kolkata-700091** on or before the date as specified in the NIT above

d) Bidders are not required to submit any hard copy of the Price/Financial Bid.

e) Legally enforceable documents such as Power of Attorney, Affidavit etc. shall only be submitted in original in hard copy with the Confirmatory Techno-Commercial Bid.

f) Failure of submission of any of the abovementioned documents will render the bidder liable to be rejected for both statutory & non statutory cover.

g) Please collect a proof of submission of these documents for future reference.

11. DEADLINE FOR SUBMISSION OF BIDS:

a) 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 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).

b) WBSETCL may, at its 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.

c) In the event, the deadline for submission of bid is extended by 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.

d) 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 Client to forfeit his bid security.

12. BID OPENING:

a) WBSETCL will open the bids electronically at e-tendering portal by the authorized personnel 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. In the event of the specified date for the opening of bids being declared a holiday for 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.

b) The bidders' representatives who desire may attend / witness the bid opening

event through e-tendering portal at their respective end.

c) Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder)for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will be summarily rejected.

d) 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.

e) 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.

f) 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.

g) The list of eligible bidders will be considered and uploaded in the web portals.

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

13. CLARIFICATION ON BIDS :

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 2.10.2. 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 WBSETCL within the time specified in the request for clarification issued by WBSETCL. Any post-bid change in the price or substance of the bid shall not be sought, offered or accepted, if given by the bidder.

14. TECHNICAL BID EVALUATION:

a) WBSETCL shall follow two bid system where the technical bid and financial bid shall be evaluated separately.

b) The Bidder shall be required to produce attested copies of the relevant documents in support of the documentary evidences for being considered during technical evaluation.

c) A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of Clause 25. The Technical Bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will not be opened online. The responsiveness of the bid shall be judged by:

(i) Receipt of duly filled, signed and accepted bid documents in complete form,

including Authorization letter.

(ii) Receipt of valid EMD with requisite amount in acceptable format.

(iii) Documents in support of proof of meeting the Qualifying Requirement.

(iv) Any other document(s), as may be required to support the responsiveness of the bidder as per the tender.

d) The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, WBSETCL may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by WBSETCL shall not be considered. WBSETCL's request for clarification and the response shall be in writing.

e) If a bidder does not provide clarifications of its bid within the date and time set in WBSETCL's request for clarification, its bid may be rejected.

f) WBSETCL also reserves the right to seek confirmation/clarification from the issuing agency of the supporting documents submitted by the bidder if required. Any deviation / discrepancies in the submitted documents /information may disqualify the bidder.

g) Bidder can submit bid for one / more Trans Zones as per their preference. Bids for respective Zones will be evaluated independently.

15. FINANCIAL BID OPENING PROCEDURE:

a) The Financial Bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders or their authorized representatives, who choose to be present at the time of opening of tender.

b) Absence of bidders or their authorized representatives shall not impair the legality of the process.

c) The bidder(s) who will qualify in the technical evaluation stage shall only be called for opening of Financial Bids.

d) The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot. However, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error(s) in the financial bid.

16. PROCEDURE OF EVALUATION OF BIDS:

a) 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.

b) 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.

c) WBSETCL may ask any of the bidders to submit analysis to justify the rates quoted by them.

d) 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 WBSETCL deems necessary and appropriate.

e) The Zone wise final evaluated bid prices of all the qualified bidders shall be compared among themselves to determine the lowest evaluated bid for the respective zone. However, WBSETCL reserves the right not to accept the lowest bidder. The evaluation of bid shall be done on the basis of zone wise total quoted price for entire scope of service of respective zone.

17. CORRECTION OF ARITHMETICAL ERRORS IN PRICE BID:

a) 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.

b) 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.

c) 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 WBSETCL or the bid price quoted by the bidder, whichever is lower, will be taken.

d) 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 7(Seven)days prior to the last date of submission of bids would be considered.

18. SELECTION OF THE SUCCESSFUL BIDDER:

a. The evaluation of bid **(selection of L1 bidder)** shall be done on the basis of ***"Total Lowest Charge Claimed by the bidder through BOQ".***

b. In case of tie in total lowest charge, L1 bidder will be selected as per norms stated under Memorandum No. **No.2320-F(Y) dated.07.06.2022 of the Finance Department, Govt. of West Bengal.**

c. In case WBSETCL found that L1 bidder is not willing to work for any reasons after evaluation or after issuance of LOA etc. i.r.o this NIT, WBSETCL may ask **L2, L3 so on** bidders to work at **L1 rate**. If that bidder shall provide their consent to work at L1 rate, LOA may be placed to that bidder.

d. Decision of WBSETCL regarding allotment of work amongst the selected agency will be final.

19. 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 Client reserves the right to reject such bid and/or cancel the LoA, if issued.

20. FORMATION OF CARTEL & PENAL MEASURES:

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

21. RETURNING OF EARNEST MONEY DEPOSIT(EMD)/BID SECURITY:

a) The Earnest Money Deposit (EMD)of the unsuccessful bidders in the Technical Bid evaluation stage shall be returned within15(Fifteen)days of opening of the Financial Bids.

b) The Earnest Money Deposit (EMD) of the unsuccessful bidders in the Financial Bid evaluation stage shall be returned within15 (Fifteen)days after placement of order to L1 bidder.

c) The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender within 15(Fifteen) from the date of cancellation.

d) In all cases, the Earnest Money Deposit (EMD) will be returned upon receipt of application from the bidders.

e) The EMD of successful bidder, who gets the contract, will be refunded / returned after receipt of the Contract Performance Guarantee (CPG).

22. RIGHT OF ACCEPTANCE:

a) WBSETCL reserves the rights to accept or reject any bid partly or fully including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The

decision of the competent authority of WBSETCL in this regard shall be final and binding.

b) WBSETCL reserves the right to award any or part or full contract to any successful bidders at its discretion and this will be binding on the bidders.

c) In case of failure to comply with the mentioned provisions of the terms and conditions by the contractor, which will be awarded the contract, the competent authority of WBSETCL reserves the right to award the contract to the next higher bidder or any other outside agency. Further, the difference of prices and any other incidental charges shall be recovered from the defaulting bidder, which has been awarded the initial contract and this will be binding on the said bidder.

(END OF SECTION II)

SECTION III

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

ln this Contract, including the schedules, the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

'Agreement'	The word **"Agreement"** and **"Contract"** has been used interchangeably.
'Agency' and 'Client'	The word **"Agency"** means the Successful Bidder, to whom the work for providing of manpower on outsourcing basis at various units of West Bengal State Electricity Transmission Company Limited located across the state of West Bengal has been awarded and the "**Client"** means WBSETCL.

2. LETTER OF AWARD

a) After determining the successful bidder 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, 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 Contractor in consideration of the execution & completion of the Works by the Contractor as prescribed under the Contract.

b) WBSETCL shall issue the LOA in duplicate of which the successful bidder(s) will return one copy to WBSETCL duly acknowledged, accepted and signed by the authorized signatory, within **10(Ten)days of receipt** of the same.

c) The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be binding on the bidder.

3. CONTRACT PERFORMANCE GUARANTEE & ADDITIONAL PERFORMANCE GUARANTEE:

a) The Agency will have to furnish an unconditional and irrevocable **Contract Performance Guarantee (CPG)** of a sum equivalent to **10% of the accepted contract value** in favour of WBSETCL payable at Kolkata in the form of **Demand Draft/Bank Guarantee** within fifteen days of the acceptance of the LoA. The **CPG** shall remain **valid for a period of 63 (60+3) months from the date of commencement of the contract**. In case the contract is further extended beyond the initial period, **the CPG will have to be renewed accordingly by the Agency.**

b) The **Contract Performance Guarantee** will be forfeited by order of the Competent Authority of WBSETCL in the event of any breach or negligence or non-

observance of any terms &conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, a portion of the said CPG, as may be considered by WBSETCL sufficient to cover any incorrect or excess payments made on the bills to the Agency, shall be retained until final settlement takes place.

c) If the Agency is called upon by the Competent Authority of WBSETCL to deposit CPG and the former fails to do so within the period specified, such failure shall constitute a breach of the contract and WBSETCL shall be entitled to make other arrangements at the risk, cost and expense of the Agency.

d) After due performance and completion of the contract in all respects, the CPG will be returned to the Agency without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to WBSETCL, which may have been issued to the Agency.

e) **Additional Performance Guarantee: If the recommended bidder has quoted Total Charge less than by 20% of the WBSETCL's NIT Cost Estimate for Total Charge in the bid, if applicable, the bidder shall be asked to furnish Additional Performance Security (e.g. Bank Guarantee) equal to 10% of the NIT Cost Estimate valid up to the end of the Contract Period at bidder expense over and above the normal Contract Performance Guarantee (CPG)**.

4. SIGNING OF CONTRACT AGREEMENT:

a) The Agency will also be required to execute an agreement with the General Manager (HR&A) TP&AS, WBSETCL in a non-judicial stamp paper amounting to **Rs.100/- (Rupees One Hundred only)** before execution of the work within the date specified in the Work Order.

b) WBSETCL shall prepare the draft Articles of Agreement incorporating all the terms of agreement between the two parties and send the same in duplicate to the Agency for their concurrence.

c) The Agency shall return the duly concurred copies of the draft Articles of Agreement within 02(Two) days of receipt of the draft Articles of Agreement from WBSETCL, duly printed on the correct amount of stamp paper, duly adjudicated by the Registrar of Stamps where the contract is proposed to be executed.

d) The competent authority of WBSETCL shall sign the contract agreement and return a copy of the same to the Agency**.**

5. VALIDITY OF CONTRACT :

The initial installation / implementation time is 45(forty five) days from the date of issuance of LOA. However, the period of the infrastructure management & maintenance service contract will be for 05 (five) years from the date of commissioning of the full system all over West Bengal. In case of breach of contract or in the event of not fulfilling the minimum requirements /statutory requirements,

WBSETCL shall have the right to terminate the contract forthwith in addition to forfeiting the CPG deposited by the Agency and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of WBSETCL.

6. OBLIGATION OF WBSETCL:

a) WBSETCL shall comply with and fulfill the recommendations (if any), if deemed necessary by WBSETCL, made in writing by the Agency in connection with the performance of the services.

b) WBSETCL shall notify the Agency of any dishonest, wrongful or negligent acts or omissions of the Agency's employees or in connection with the services as soon as possible after being aware of them.

c) WBSETCL shall not be under any obligation for providing employment and /or empanelment to any of the personnel of the Agency after the expiry of the contract. WBSETCL does not recognize any employee-employer relationship with any of the employees of the Agency.

7. FORCE MAJEURE-OBLIGATIONS OF THE PARTIES:

a) "Force Majeure" shall mean any event beyond the control of WBSETCL or of the contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Agency affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

(i) War, hostilities, invasion, act of foreign enemy and civil war;

(ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;

(iii) Strike, sabotage, lockout, epidemics, quarantine and plague, earthquake, fire, flood or cyclone, or other natural disaster.

b) As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an affected Agency shall notify to the other Agency of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

(i) The date of commencement of the event of Force Majeure,

(ii) The nature and extent of the event of Force Majeure;

(iii) The estimated Force Majeure Period,

(iv) Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the contract is affected by the Force Majeure.

(v) The measures which the affected Agency has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

(vi) Any other relevant information concerning the Force Majeure and/ or the rights and obligations of the parties under the contract.

8. TERMINATION:

a) This contract may be terminated by either Agency by giving written notice to the other, if the Agency is in material breach of its obligations under this Agreement and/or, in the case of such breaches capable of being remedied, fails to remedy that breach **within 15 (Fifteen) days of receiving notice of such breach**; or

The contract may be terminated forthwith by WBSETCL by giving written notice to the Agency, if:

(i) WBSETCL incurs any damages / losses / charges / expenses or cost due to the Agency's negligence or un-workman like performance of any of the services under the contract.

(ii) It is found that the contractor is or has been blacklisted on previous occasions by any of the Government Departments/institutions/Local Bodies/Municipalities/Public Sector Undertakings etc.

(iii) The breach of any of the terms and conditions of the contract by the Agency are not rectified within the notice period.

(iv) It is found that there is a case pending with the police against the Agency (Proprietor/ Firm/Partner or the Company).

b) The Competent Authority of WBSETCL may, at any time by serving notice in writing, summarily terminate the contract without compensation to the Agency in any of the following events, that is to say:

(i) If the Agency being an individual or if firm, any partner in the Agency's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any conveyance or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment or if the firm be dissolved under partnership act or

(ii) If the Agency being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or appoint a receiver or Manager on behalf of the lenders shall be appointed or circumstances shall have arisen which entitled the court or lenders to appoint a receiver or Manager.

(iii) If the Agency commits any breach of this contract no therein specifically proved for.

c) In the event of any termination of the contract for reason(s), stated above, the CPG, submitted by the Agency, may be invoked or CPG money may be forfeited either partly or wholly.

9. CORRUPT OR FRAUDULENT PRACTICES:

a) WBSETCL requires that the bidders/Suppliers observe the highest standards of ethics during the execution of the Order.

b) In pursuance of this policy, WBSETCL defines, for the purposes of this provision the terms set forth below as follows:

c) "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.

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

e) 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 Corruptor Fraudulent practices in competing for the Order in question.

f) WBSETCL may declare a firm ineligible for issue of Purchase Order/LoA, either in definitely 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 WBSETCL.

10. GOVERNING LAWS AND SETTLEMENT OF DISPUTE:

Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of as the arbitrator to be appointed by WBSETCL in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be **Kolkata** and the decision of the arbitrator shall be final and binding on the parties.

11. JURISDICTION OF COURT:

This contract is governed by the laws of the Republic of India and shall be subject to the exclusive jurisdiction of the Courts in **Kolkata**.

12. NOTICES:

a. Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract. Unless otherwise stated in the Contract, all

notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, courier, post or fax followed by post confirmation to the address of the relevant party as mentioned in SCC.

b. 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.

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

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

13. AMENDMENT:

No amendment or other variation of the Contract shall be effective unless itis in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.

14. INDEPENDENT CONTRACTOR:

a. The Contractor shall be an independent Contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

b. Joint Venture is not permitted.

15. NON-WAIVER:

a. Any waiver of Purchaser's/bidder's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the Purchaser/bidder granting such waiver, and must specify the right and the extent to which it is being waived.

b. Subject to above, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

16. SEVERABILITY:

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

17. DISPUTES :

a. Adjudicator

If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Contractor in connection with or arising out of the Contract including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Works —whether during the progress of the Works or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. In the first instance, the reference of any such dispute/ difference shall be made to the Project Manager as mentioned in **Error! Reference source not found.**. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

The Adjudicator shall give its decision in writing to both parties within thirty (30) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Purchaser or the Contractor within sixty (60) days of such reference, the decision shall become final and binding upon the Purchaser and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith.

The Adjudicator shall be jointly appointed by the Purchaser and the Contractor under the Contract. Failing agreement between the two within thirty (30) days, the Adjudicator shall be appointed under the Contract on the request of either party by the Appointing Authority specified in the SCC.

Should the Adjudicator resign or die, or should the Purchaser and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another Adjudicator shall be jointly appointed by the Purchaser and the Contractor under the Contract. Failing agreement between the two within thirty (30) days, the Adjudicator shall be appointed under the Contract on the request of either party by the Appointing Authority specified in the SCC. The Adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of its duties as Adjudicator under the Contract. These costs shall be divided equally between the Purchaser and the Contractor.

b. Arbitration

If either the Purchaser or the Contractor 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 Contractor 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.

Any dispute, in respect of which a notice of intention to commence arbitration has been given, in accordance with**Error! Reference source not found.**, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Works.

Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three (3) arbitrators, in accordance with the provisions set forth below.

The Purchaser and the Contractor shall each appoint one arbitrator, and these two (2) arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators has been appointed, the third arbitrator shall, at the request of either party or the arbitrators, be appointed by the Appointing Authority for arbitrator designated in the SCC.

If one party fails to appoint its arbitrator within fifty (50) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

If, for any reason, an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in **Error! Reference source not found.**and a substitute shall be appointed in the same manner as the original arbitrator.

Arbitration proceedings shall be conducted (i) in accordance with the rules of procedure designated in the SCC, (ii) in the place designated in the SCC, and (iii) in the language in which this Contract has been executed.

The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.

The arbitrator(s) shall give reasoned award.

Notwithstanding any disputes with reference to the Contract pending for adjudication or arbitration, the Contractor shall continue to perform his obligations in connection with the Works 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 monies due to the Contractor.

18. Compliance with Laws

Compliance with Laws, statutes, regulations:

The Contractor shall, in all matters arising in the performance of the Contract, comply with in all respects, give all notices and pay all fees required by the provisions of any national or state statute, ordinance or other law or any regulation or bye-law of any duly constituted authority.

Statutory Obligations:

The Contractor shall adhere to the statutory provisions under Payment of Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Employee's Provident Fund & Miscellaneous Provisions Act, Workmen's Compensation Act and other relevant statutes. Non-compliance of the statutory provisions in respect of contract labour engaged in the job may attract penal action against Contractor from the law enforcing authorities. All liabilities arising out of the non-compliance of the Law of the land will have to be borne by the Contractor and WBSETCL will not be responsible in any manner whatsoever for the same.

The Contractor shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Sub-contractors (if any) and their personnel, but without prejudice to **Error! Reference source not found.**hereof.

A. Subject matter of Contract

Scope of Works

Unless otherwise expressly provided in the Technical Specifications, the Contractor's obligations cover the provision of all Equipment/ Materials including spares and the performance of all services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil, structural and other construction works and delivery) of the Equipment/Materials and the installation, commissioning, completion of the Works and carrying out completion tests for the Works in accordance with the plans, procedures, Specifications, drawings, codes and any other documents as specified in the Technical Specifications. Such Specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, Equipment, spare parts (If any) and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site), insurance and storage, except for those supplies, works and services that will be provided or performed by the Purchaser, as set forth in Appendix 6 to the Contract Agreement.

The Contractor shall, at no extra cost to the Purchaser, unless specifically excluded in the Contract, perform all such Works and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the

Contract as being required for attaining successful completion of the Works as if such Works and Materials were expressly mentioned in the Contract.

19. Obligations of the Contractor

The Contractor shall, in accordance with the Contract, with due care and diligence, carry out the Works as necessary for successful completion of all the obligations, within the time for completion.

The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the conditions and circumstances at the Site affecting the Contract Price, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site including existing roads and bridges and other means of access to the Site, presence of obstructions on the Site. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Works.

The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country/ state where the Site is located that are necessary for the performance of the Contract.

The Contractor shall arrange/ construct at his own cost any storage/access, structures, bridges and approach to the worksites from public roads as may be required for execution of Works.

B. Payment

20. Contract Price

The Contract Price shall be firm and shall remain fixed during the scheduled completion time, except for variations authorized by the Purchaser and for which additional payment will be due to the Contractor as per LOA. Escalation in rates will not be permitted due to increase in taxes, duties etc. or due to any reasons during the period of completion as stipulated except as permissible.

Terms and Procedure for Payment

The payments to the Contractor for the performance of the Contract will be made by the Purchaser as per terms and conditions specified in Scope of Work under payment terms. No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the Works or any part thereof. The currency of payment shall be Indian rupees.

Progressive Payments

Bills for progressive payments shall be submitted by the Contractor, supported with certification by the Controlling Officer, at intervals stated in the SCC on or before the date fixed by the Controlling Officer for the Works and services provided during the

specified period. The Controlling Officer shall then arrange to have the bill verified for payment.

The progressive payment shall be released by the Paying Authority as specified in the SCC, after certification by the Controlling Officer that the Works and services have been performed in accordance with the Technical Specifications.

In case of the delayed Works and services beyond the scheduled, progressive payments shall continue to be made provided provisional extension has been given.

The final bill shall be submitted by the Contractor within three (3) months of completion of the Works and services unless otherwise a longer period is agreed between the Controlling Officer and Contractor. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of the final bill will be made within four (4) months of receipt of the same after due verification and adjustments, if any.

21. Taxes Duties, and Other Levies

Except as otherwise specifically provided in the Contract, the Contractor shall be liable and responsible for the payment of all taxes, duties, levies and charges imposed on the Contractor's equipment, materials, supplies and services to be used in the performance of the Contract or furnished under the Contract. In the event of introduction of **GST** in the course of performance of Contract, WBSETCL shall examine its impact on the affected transactions under the contract in totality, for equitable adjustment in the contract price, if required. The Contractor shall furnish the relevant details/documents for this purpose, as may be required by WBSETCL.

The Purchaser shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details to the Controlling Officer before submission of the first bill/invoice under the Contract.

The Contractor 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.

C. Intellectual Property

Patent Rights & Royalties

Royalties and fees for patents covering Equipment/Materials, articles, apparatus, devices or processes used in the Works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Purchaser indemnified in that regard.

The Contractor shall, subject to the Purchaser's compliance with **Error! Reference source not found.**, indemnify and hold harmless the Purchaser, his successors or assignees, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of : (a) the installation of the Works by the Contractor or the use of the Works in the country where the Site is located; and (b) the sale of the products produced by the Works in any country. Such indemnity shall not cover any use of the Works or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Works or any part thereof, or any products produced thereby in association or combination with any other Equipment/ Materials not supplied by the Contractor, pursuant to the Contract Agreement.

If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in **Error! Reference source not found.**, the Purchaser shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contractor fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Purchaser within the thirty (30) day period, the Purchaser shall make no admission that may be prejudicial to the defence of any such proceedings or claim.

The Purchaser shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

All design and drawings submitted by the Contractor will be the property of Purchaser. The Purchaser reserves the right to use the same in its future project without any further reference and additional charges to the Contractor for such use.

The Purchaser's Drawings, Specification and other information submitted by the Purchaser to the Contractor shall remain the property of the Purchaser. They shall not, without the consent of the Purchaser, be used, copied or communicated to a third party by the Contractor unless necessary for the purposes of the Contract. Any error in any such drawing/Specification etc. shall not absolve the Contractor of his responsibility.

Advertising

Any advertising stating the subject of this Contract by the Contractor in India or in foreign countries shall be subject to approval of the Purchaser prior to the publication. Publication, of approved articles, photographs and other similar materials shall carry acknowledgment to the Purchaser.

D. Work Execution

Purchaser's representative

The Purchaser shall appoint a Person designated as the Project Manager/ Controlling Officer who shall carry out the functions and obligations of the Purchaser under the Contract.

The Purchaser may from time to time appoint some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor 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. The Project manager shall represent and act for the Purchaser at all times during the currency of the Contract.

Any decision, instruction or approval given by the Project Manager to the Contractor shall have the same effect as though it had been given by the Purchaser.

All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Purchaser under the Contract shall be given to the Project Manager, except as herein otherwise provided.

The Project Manager may authorize his representative as site-in-charge for the Works. The Project Manager will also be the consignee officer for the Works.

22. Contractor's representative

The Contractor shall employ at least one competent representative (whose name or names shall have previously been communicated in writing to the Controlling Officer by the Contractor) 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 Contractor shall be deemed to have been given to the Contractor.

The Controlling Officer shall be at liberty to object to the presence of any representative or person employed by the Contractor 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 Contractor 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 Contractor's risk and expense.

23. Procurement

The Contractor shall manufacture or procure and transport all the Equipment/Materials in an expeditious and orderly manner to the Site.

Transportation

The Contractor shall at its own risk and expense transport all the Equipment/Materials and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.

Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Equipment/Materials and the Contractor's Equipment.

Upon despatch of each shipment of the Equipment/ and the Contractor's Equipment, the Contractor shall notify the Purchaser by courier, email, post or by fax followed by post confirmation of the description of the Equipment/Materials and of the Contractor's Equipment, the point and means of despatch, and the estimated time and point of arrival at the Site. The Contractor shall furnish the Purchaser with relevant shipping documents to be agreed upon between the parties.

The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Equipment/ Materials and the Contractor's Equipment to the Site. The Purchaser shall use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Purchaser from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Equipment/ Materials and the Contractor's Equipment to the Site.

24. Contractor's Construction Management

Contractor's Supervision

The Contractor shall give or provide all necessary superintendence during the installation of the Works, and the Contractor's representative(s) shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the Works.

Labour

The Contractor shall provide and employ on the Site in the installation of the Works such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labour that has the necessary skills.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.

The Contractor shall be responsible for obtaining all necessary permit(s), if required, from the appropriate authorities for the entry of all labour and personnel to be employed on the Site.

25. Inspection & Testing

The Purchaser's representative shall be entitled to inspect the present system as specified in the scope and examine the quality of all the Equipment/ Materials, Works and services to be carried out under this Contract, as and when required. Such inspection shall not relieve the Contractor from his obligations under this Contract.

The Contractor shall provide assistance as may be required or as may be reasonably demanded by the Purchaser's representative to carry out the required inspection, examination at Contractor's cost.

In the event any Equipment/ Material and/ or Works/services carried out by the Contractor is found not in conformity with the requirements of the specification, the Purchaser shall reject the Equipment/ Material and/ or Works/services and request the Contractor in writing to rectify the same. The Contractor on receipt of such notification shall either rectify or replace the defective Equipment/ Material and/ or Works/services free of cost to the Purchaser. If the Contractor fails to do so, the Purchaser may terminate the Contract for default.

26. Permission to Deliver

The Contractor shall apply in writing to the Purchaser for permission to deliver any Equipment / Materials to the Site. No Equipment/ Materials shall be delivered to the Site without the Purchaser's written permission.

The Contractor shall make arrangement for receipt of all Equipment/ Materials delivered to Site under the scope of Contract besides all other Equipment /Materials required for the purpose of execution. Upon arrival at Site, the Contractor shall give a notice to the Purchaser when and where materials have arrived and been stored.

27. Commencement of Works and services

On completion of the delivery of Equipment/ Materials, Software etc at the offices, the vendor shall install them in the respective units. The successful bidder will be given clear 45(forty-five) days' time for supply, delivery installation and activation of the Biometric System in the respective units from the date of placement of LoA.

Comprehensive Maintenance support and Operational Support for whole system needs to be provided for the next 5 (five) years on successful Completion of supply, delivery and implementation of the Biometric Attendance System and as per provision of **Error! Reference source not found.**.

28. Taking Over:

The Works shall be taken over by the Purchaser after successful completion of supply, delivery installation and activation of the Biometric System by the Contractor in accordance with provisions of Contract and as per the timeline mentioned in GCC 24.1. Individual Commissioning/ Completion Certificate needs to be obtained from respective Locations/ Offices as mentioned in Section VI-B, for the issuance of TOC. The issuing authority for the Commissioning/ Completion certificate and TOC will be as mentioned in SCC. The issue date of TOC shall be deemed to be the starting date of Comprehensive maintenance Operational Support as mentioned in GCC 24.2.

On successful completion of supply, delivery installation and activation of the Biometric System as provided in GCC. 25and upon request of the Contractor for taking over the Works and issuance of TOC, the Purchaser shall, within forty-five (45) days after the receipt of the Contractor's application, or within fifteen (15) days from the date of actual handing over of relevant Works, either issue the TOC or reject the application giving his reasons and specifying the work required to be done by the Contractor to enable the TOC to be issued.

TOC is issued to the Contractor on stating the date on which the Works or any part thereof were complete and ready for taking over, after ascertaining the following:

The Works under the Contract have been satisfactorily completed by the Contractor as per the provisions of Contract.

All the defects have been rectified to the complete satisfaction of the Project Manager.

Issuance of such certificates shall not relieve the Contractor of any of his obligations which otherwise comes under the terms and conditions of the Contract.

E. Guarantees and Liabilities

29. Liquidated Damages

If the Contractor fails to attain Completion of the Works or any part thereof within the Time for Completion or any extension thereof under **Error! Reference source not found.**, WBSETCL shall recover from the Contractor as Liquidated Damage (LD) for such default and not as a penalty without prejudice to WBSETCL's other remedies under the Contract. For imposition of LD, the loss/ damages suffered by WBSETCL due to delays by the Contractor are the basic criteria. In respect of any part of the Works where TOC for such part has been issued separately and the aforesaid part of the Works was completed within the Time for Completion specified in the Contract, the liquidated damages for such part of the Works shall not be levied, provided other conditions for non-imposition of liquidated damages as prescribed in the Contract are met.

In order to keep the Contract alive, provisional time extension will be granted to the Contractor so that delayed supplies/ services can be accepted by WBSETCL. A written communication in this regard shall be issued by the Project Manager to the Contractor. Such provisional time extension will be without prejudice to all the obligations of the Contractor under the Contract and further without prejudice to WBSETCL's right to levy LD and other rights under the Contract.

Calculation of Liquidated Damages:
A sum equivalent to half percent (0.5%) of the Contract Price for each week of delay or part thereof which will elapse between the schedule time for completion and actual time for completion of the Work. The calculation of liquidated damages on the part of the Works shall be regulated as per norms of WBSETCL. The total recovery against liquidated damage, however, shall not exceed five percent (5%) of the total Contract Price. Total Contract Price shall imply the Contract prices of all the schedules of Work taken together.

WBSETCL may, without prejudice to any other method of recovery, deduct the amount of such damages from any money due or to become due to the Contractor. The payment deduction of such damages does not relieve the Contractor from his obligation to complete the work or from any of his other obligations and liabilities under the Contract.

Works will be deemed to have been delivered/ completed only when all component parts/ all items of Works are also delivered/ completed. If certain components/ items of Works are not delivered in time, the same will be considered as delayed until such time due missing/ incomplete parts/ items of works are delivered/ completed.

30. Defects Liability

The Contractor warrants that the Works or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Equipment/Materials supplied and of the work executed.

The Defect Liability Period shall be concurrently running during the comprehensive warranty support period. Where any part of the Works is taken over separately, the Defects Liability Period for that part shall commence on the date it was taken over.

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Equipment/Materials supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Works caused by such defect.

The Purchaser shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Contractor to inspect any such defect.

If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Works caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Purchaser may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the Contractor or may be deducted by the Purchaser from any money due to the Contractor or claimed under the Performance Securities.

If the Works or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Works or such part, as the case may be, shall be extended by a period equal to the period during which the Works or such part cannot be used by the Purchaser because of any of the aforesaid reasons.

At the end of the Defect Liability Period, the Contractor's liability ceases except for latent defects. The Contractor 's liability for latent defects warranty for the Equipment/ Materials, including spares, shall be limited to a period of five (5) years from the end of Defect Liability Period of the respective Equipment/Materials, including spares. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Defect Liability Period as defined in this Clause **Error! Reference source not found.**, but later.

Except as provided in Clauses **Error! Reference source not found.**and GCC. 29, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Works or any part thereof, the Equipment/Materials, design or engineering or work executed that appear after Completion of the Works or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or wilful action of the Contractor.

In addition, the Contractor shall also provide an extended warranty for any such component of the Works and for the period of time as may be specified in the SCC. Such obligation shall be in addition to the defect liability specified under GCC.27.2.

Defects Liability Certificate and No-Claim Certificate

When the Defects Liability Period for the Works or any part thereof has expired and the Contractor has fulfilled all his obligations under the Contract for defects in the Works or the part, the Purchaser shall issue to the Contractor a Defects Liability Certificate to that effect within next twenty-eight (28) days. A No-Claim Certificate should be furnished by the Contractor for contract closure before the issuance of the final Defects Liability Certificate by the Purchaser. Such No-claim certificate shall be furnished by the Contractor as per Annexure:12 of Section VIIB. The Contractor is expected to complete all formalities for closure of Contract including their final claims relating to the Contract. All claims will be deemed to be settled and no further claims of the Contractor will be entertained after the furnishing of the No-Claim Certificate by the Contractor.

31. Limitations of Liability

Except in case of gross negligence or wilful misconduct.

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 cost, provided that this exclusion shall not apply to any obligation of the bidder to pay liquidated damages to WBSETCL.

The aggregate liability of the bidder to WBSETCL, whether under the order, in tort, or otherwise, shall not exceed the amount specified in the contract Price. Provided that this limitation shall not apply to the cost of repairing or replacing defected equipment/solutions, or to any obligation of the bidder to indemnify WBSETCL with respect to patent infringement.

Mitigation of Loss or Damage

In all cases the party claiming a breach of Contract or a right to be indemnified in accordance with the Contract shall be obliged to take all reasonable measures to mitigate the loss or damage which has occurred or may occur.

F. Risk Distribution

32. Damage to property and injury to persons, accident or injury to workers

Contractor's liability

Except as provided under **Error! Reference source not found.** the Contractor shall be liable for and shall indemnify the Purchaser against all losses, expenses and claims in

respect of any loss of or damage to physical property (other than Works), death or personal injury to the extent caused by :

defective design, material or workmanship of the Contractor, or

negligence or breach of statutory duty of the Contractor, his Sub-contractors or their respective employees and agents

Purchaser's liability

The Purchaser shall not be liable for damage or compensation payable as per provision of Law in respect of consequence of any accident or injury to any workmen or other person in the employment of the Contractor and his sub-contractor (if any). The Contractor shall have to pay all claims, demands, proceedings, costs, charges and expenses whatsoever in respect there of or in relation there to.

Accidents

The Contractor shall be liable for and shall indemnify the Purchaser against all losses, expenses or claim arising in connection with the death of or injury to any person employed by the Contractor or his Sub-contractors for the purposes of the Works.

G. Change in Contract elements

33. Variations

The Purchaser may by notice in writing, at any time before implementation of Works and services, instruct the Contractor to alter, amend, omit, add to or otherwise vary any part of the Supply, Installation, Works and services. The Contractor shall not vary or alter any of the Works and services, except under direction in writing by the Purchaser.

Supplementary items

Rates for the supplementary items shall be arrived at as given hereunder:

The Rates of all supplementary items shall be decided on Pro-Rata basis from the existing items in the contract.

When (a) above cannot be applicable the rates shall be taken from Sate P.W.D schedule of rates, as applicable, prevailing at the time of submission of bids including the Premium/ discount quoted by the contractor.

When both (a) or (b) above cannot be applicable, the rates should be analysed from present market rates of different elements involved in the item, with Contractor’s profit as 10 %.

34. Extension of Time for Completion

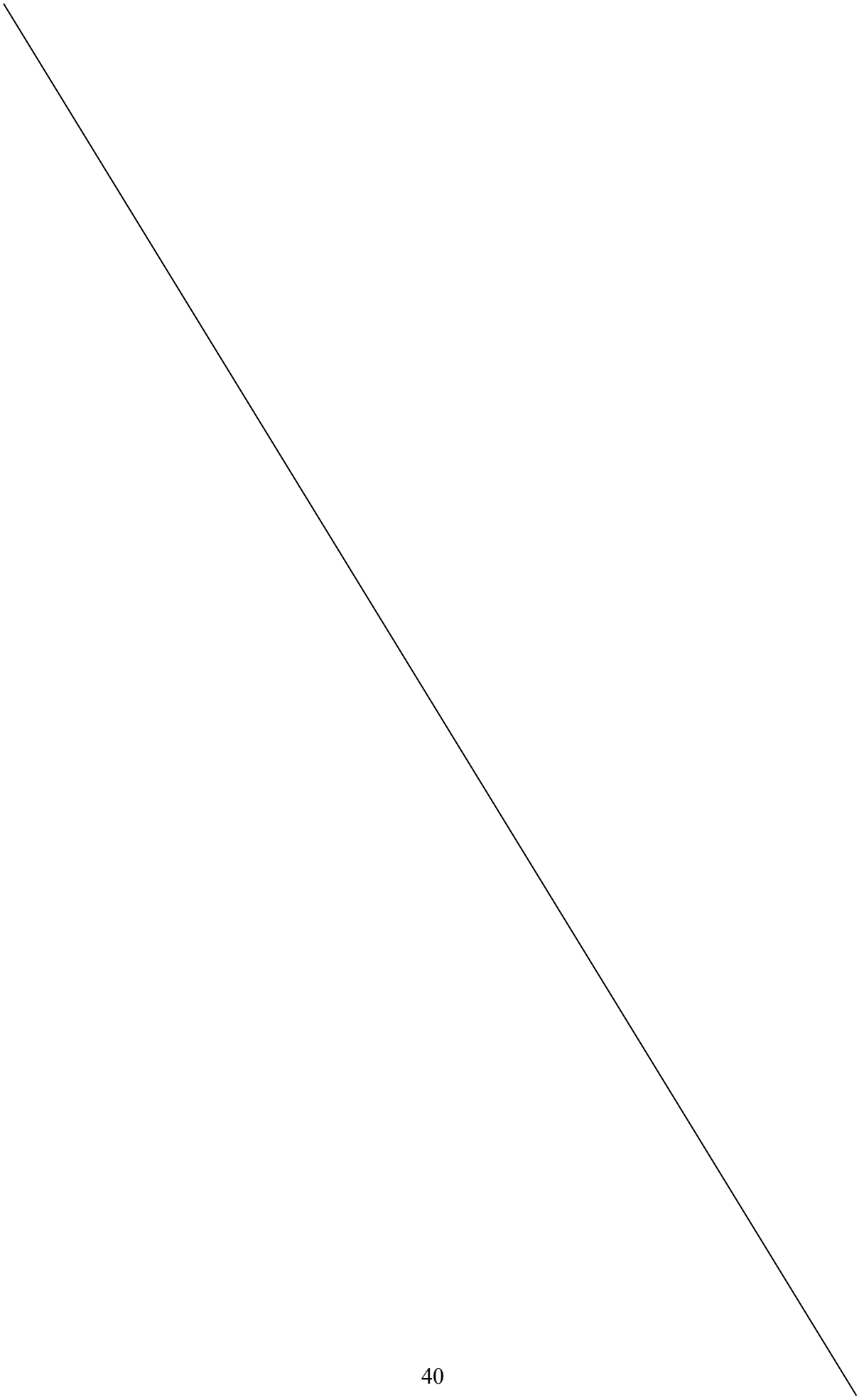
If the completion of Works and services is delayed due to reasons beyond the control of the Contractor, the Contractor shall without delay give notice to the Purchaser in writing stating reasons for an extension of time. The Purchaser on receipt of such notice may agree to extend the completion period as may be reasonable, but without prejudice to other terms and conditions of the Contract as the case may be.

Where the Works and services are not provided by the Contractor for reasons attributable to him, the Purchaser may extend the time for completion, subject to the levy of liquidated damages as per **Error! Reference source not found.** for the period of delay, as per provisions of the Contract.

35. Assignment:

The Contractor shall not, without the express prior written consent of the Purchaser assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the Contractor 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 Contract.

(END OF SECTION-III)



SECTION-IV:

(Scope of Work / Technical Specification of Devices)

Specifications of Biometric Attendance Terminals

MAF and Technical Compliance Sheet to be supplied by the OEM
OEM Criteria for Biometric Attendance devices and Biometric Central Server Software:

- OEM should have own factory in INDIA with ISO-9001 and ISO-14001; ISO-27001 for Information Security Management systems; and ISO-45000 for manufacturing process. Documents needed to be attached along with the bid. OEM should produce these credentials for its own INDIA factory and third party factory documents will not be accepted.
- OEM should have its own company registered in India (under Incorporation of Companies Act, 1956/ 2013) must have presence in India for at least past 8 years. Any representation through Dealer(s)/Distributor(s) **only** shall not be treated as OEM. This has to be supported by necessary statutory documents.

Specifications of Biometric Attendance Terminals

Type 1 devices: To be used at Corporate Office, Vidyut Bhavan

No of Device Required to be installed = 08 nos.

1 Display:

1.1 Screen Size: around 7", Screen Ratio (L:B) = anywhere between 1.6 to 2 (when the device is placed in portrait-orientation on wall, which must be the default mode of operation)

1.2 It must be a RGB-colour display; and screen resolution / pixel density must be sufficient enough so the images/ video on screen doesn't appear blocky or pixelated from a distance of 0.3mtr.

1.3 Screen Type: Scratch-resistant IPS LCD Touchscreen (Capacitive)

1.4 Must provide time-clock display continuously on screen.

1.5 Must provide real time relaying of visuals from camera.

2 Storage Capacity:

2.1 Face Templates for 3000 users (If the device supports multiple (say, M nos.) face templates per user, then no. of face-templates must be M x 3000)

2.2 Finger Template for 1000 users with 10 finger-templates per person. There may be single template per finger or multiple templates from each finger per person.

2.3 5000 Card Capacity

2.4 Event Capacity: 1,50,000 (Face + Finger + Card), with at least 1,50,000 face events

2.5 The storage must be non-volatile

3 Supported Authentication modes:

3.1 Multiple authentication modes: Human Face + Finger + RFID Card (support for EM Card, M1, DESFire EV1/EV2, FeliCa) + PIN

3.2 Multi-factor authentication for device Admin user.

4 Performance of Face Module:

4.1 Camera (Dual Lens & Resolution): 2MP Main Camera with colour sensor (IR blocked), one more 2MP camera for Depth Sensing and IR Sensing (IR Bandpass).

4.2 Camera Performance (Lighting variation): WDR Camera (True WDR, NOT Digital WDR)

4.3 Camera Performance (Low Light): Must support face detection even in very dimly lit indoors (i.e darkness level similar to that of open outdoor with quarter-moon only)

4.4 Camera Field of View: Horizontal=75.0° or better, Vertical=40.0° or better, Diagonal= around 87.0° or better (must match with trigonometric calculations)

4.5 Must support face recognition in 1:1 (verification mode during MFA) and 1:N mode (identification mode during Single-factor authentication)

4.6 Face Recognition Distance 0.5m to 1.2m (device to be placed at height of 4.5feet from floor)

4.7 Face Recognition speed: <0.5sec per person (under 1:1 mode), <1 sec. (for 1:N mode)

4.8 Face recognition accuracy: >=99%

4.9 Must Support Face-detection both in motion and static

4.10 Must support masked face detection

4.11 It must also act as face enrolment terminal

4.12 It must provide users with audio-visual acknowledgment regarding face recognition events.

4.13 Must come with Face Anti-spoofing mechanisms by detection of Live Face, rejection of Video/ Picture faces or faces with impersonating 3D-masks.

4.14 Algorithmic requirement: Deep Learning based face recognition, to adapt to changes in live human faces over the time. Must also be able to learn facial attributes in case of injury-mark obtained on faces, mild changes on faces occurring due to accident or tooth surgery, growing of beard, replacement of spectacles with contact-lens, etc.

4.15 Support for mask enforcement: If the recognised face doesn't wear a mask, it will prompt the user advising to wear mask and at the same time authentication will fail.

5 Performance of Card Module

5.1 Cards required with this devices: M1 (13.56MHz, ISO 14443)

5.2 Card swiping distance: 0 to 5 cm

5.3 Card swiping duration: < 1sec.
5.4 Device must act as card configuration terminal
5.5 It must provide users with audio-visual acknowledgment regarding card acceptance / rejection events.

6 Performance of Finger Module:

6.1 Finger Scanner type: Capacitive/ Optical. (must support finger recognition in case of mild wet fingers too.) The scanner-glass of optical sensors must be scratch-resistant.
6.2 Must have live finger detection function.
6.3 Must support finger recognition in 1:1 and 1:N mode
6.4 Finger Recognition speed: <1.0sec per person (under 1:1 mode), <1.5sec per person (under 1:N mode)
6.5 FAR (False Acceptance Rate) <= 0.001%; FRR (False Rejection Rate) <= 0.01%
6.6 It must also act as finger enrolment terminal.
6.7 It must provide users with audio-visual acknowledgment regarding finger recognition events.

7 General operating conditions:

7.1 Input Power Parameters: 12V DC, 2 to 3 Amps. (Compatible power adapter from OEM or OEM-approved BIS-certified power-adopter must be provided for conversion of Utility-supplied Power @200-240V AC, 50Hz. Vendor/ OEM to ensure full Warranty coverage of the adopter for duration same as that of the principal device.)
7.2 Other Certification: CE, RoHS.
7.3 Ingress Protection: min. IP-65
7.4 Working Temperature: 0 to 50 °C
7.5 Operating Humidity: 10% to 90% RH Non-condensing
7.6 Communication modes for Internet Access: Standard Ethernet, Wifi (802.11 b/g/n)
7.7 The device must support independent offline operation during outage of internet.
7.8 Operating language: English
7.9 The overall device turnaround-time (i.e. the min. time required by the device to complete the cycle starting from submission of one user credential, through face/ fingerprint/ card/ PIN, to presentation of the response to him, through acceptance or rejection, and then finally becoming ready for submission by the next user for next cycle): < 1sec
7.10 Must come with built-in battery module to support operations in case of utility power loss of up to 4 hours. In case the device doesn't support internal battery, then the Vendor must supply an external Micro-DC UPS with rechargeable Li-ion battery (OEM-approved and compatible to the DC power adopter) providing input power to the device required @12V DC, 2-3 Amp. The

said UPS must come with 5-yrs Warranty, and the vendor must also replace the same free of cost if its power capacity reduces below 70% of rated capacity / duration.

7.11 Interfacing with external controller or for controlling other devices: RS-485, Wiegand (IN/OUT).

7.12 Ability to turn on/off each recognition-module (face, finger, card) separately.

7.13 All manual control/ configurations on the device must be through touchscreen interfaces of the device. There must not be any mechanical or feather-touch type T9-input pad.

7.14 Devices and the accompanying software must support at least 9-digit employee code.

7.15 The devices must be able to communicate with a centralised Software (from same OEM), hosted over the internet at WBSETCL HQ, for actions such as auto-uploading of daily transactional data and downloading/ uploading of employee templates and master-data.

7.16 The devices must be configurable and controllable remotely through the same centralised Software.

7.17 The connection between the said centralised software and terminal devices must be direct over the internet (public IP) and there must not be any intermediary communication through any sort of cloud.

7.18 A central operator must be able to remotely deactivate/ activate a particular device.

7.19 The device must be fully configurable and controllable locally over LAN via web-browser.

7.20 Must have tampering detection: alerting against any acts of vandalism as well as registering the occurrence of tamper events.

7.21 Function must be available to transfer data from one device to another both remotely via Centralised Software as well as via USB or Ethernet locally.

7.22 Device must support time synchronisation both by manual means as well as from designated NTP server

8 Security Features:

8.1 <u>For storage and processing of personal information of users:</u> The devices may collect images of faces and fingerprints of users through its in-built camera/scanner and process the same based on the desired functionality, but must never directly save those images either in the devices or in the central server. The devices are required to save them either in encrypted form of facial/ fingerprint recognition features or mathematical models of the same (i.e. in template form), in such a manner that it is impossible to reconstruct the facial or fingerprint images of users.

8.2 <u>For transmission of personal data of users (between devices and central server):</u> Industry standard encrypted form like AES-128/256

8.3 The device to be supplied must have successfully passed VAPT audit from CERT-IN empanelled or NABL accredited lab. Documents to be supplied at the time of supply, else the consignment will be rejected.

9 Supply Criteria:

9.1 Product Datasheet, Setup Manual and Detailed User Guide must be supplied with the device.

9.2 Wall-mounting Bracket with screws, Power adopter with required cables and USB adopter must be supplied.

9.3 Product Brochure & Spec. Sheet must be submitted for NIT evaluation.

9.4 Product must be updated with latest firmware.

9.5 Before supply, the devices must have received BIS certification, else the devices will be rejected (R-no. mentioning the supplied model no. with compliance to applicable BIS code must be clearly visible).

9.6 5-years OEM Warranty for complete device including hardware and accessories, firmware upgrade and software support must be committed by the OEM. Replacement devices must be provided in case of irreparability.

9.7 7-years of spares availability must be committed by the OEM in its product roadmap. In case of inability to supply requisite spares of the faulty devices, the whole device must be replaced, free of cost, with newer device of similar or higher configuration without compromising on compatibility with the existing solution/system.

Type 2 Devices: To be used at other Administrative Offices of WBSETCL spread across the State of West Bengal
(Total No of Device Required to be installed = 88 nos).

1. Display:

1.1 Screen Size: >=4.2", Screen Ratio (L:B) = anywhere between 1.6 to 2 (when the device is placed in portrait-orientation on wall, which must be the default mode of operation)

1.2 It must be a RGB-colour display; and screen resolution / pixel density must be sufficient enough so the images/ video on screen doesn't appear blocky or pixelated from a distance of 0.3mtr.

1.3 Screen Type: Scratch-resistant LCD Touchscreen (Capacitive)

1.4 Must provide time-clock display continuously on screen.

1.5 Must provide real time relaying of visuals from camera.

2. Storage Capacity:

2.1 Face Templates for 1000 users (If the device supports multiple (say, M nos.) face templates per user, then no. of face-templates must be M x 1000)

2.2 Finger Template for 1000 users with 10 finger-templates per person. There may be single template per finger or multiple templates from each finger per person

2.3 2000 Card Capacity

2.4 Event Capacity: 1,00,000 (Face + Finger + Card), with at least 1,00,000 face events

2.5 The storage must be non-volatile

3. Supported Authentication modes:

3.1 Multiple authentication modes: Human Face + Finger + RFID Card (support for M1) + PIN

3.2 Multi-factor authentication for device Admin user.

4. Performance of Face Module:

4.1 Camera (Dual Lens & Resolution): 2MP Main Camera with colour sensor (IR blocked), one more 2MP camera for Depth Sensing and IR Sensing (IR Bandpass).

4.2 Camera Performance (Lighting variation): WDR Camera (True WDR, NOT Digital WDR)

4.3 Camera Performance (Low Light): Must support face detection even in very dimly lit indoors (i.e darkness level similar to that of open outdoor with quarter-moon only)

4.4 Camera Field of View: Horizontal=75.0° or better, Vertical=40.0° or better, Diagonal= around 87.0° or better (must match with trigonometric calculations)

4.5 Face Recognition Distance: 0.5m to 1.2m (device to be placed at height of 4.5feet from floor)

4.6 Must support face recognition in 1:1 (verification mode during MFA) and 1:N mode (identification mode during Single-factor authentication)

4.7 Face Recognition speed: <0.5sec per person (under 1:1 mode); < 1sec (for 1:N mode)

4.8 Face recognition accuracy: >=99%

4.9 Must support masked face detection

4.10 It must also act as face enrolment terminal

4.11 It must provide users with audio-visual acknowledgment regarding face recognition events.

4.12 Must come with Face Anti-spoofing mechanisms by detection of Live Face, rejection of Video/ Picture faces or faces with impersonating 3D-masks.

4.13 Algorithmic requirement: Deep Learning based face recognition, to adapt to changes in live human faces over the time. Must also be able to learn facial attributes in case of injury-mark obtained on faces, mild changes on faces occurring due to accident or tooth surgery, growing of beard, replacement of spectacles with contact-lens, etc.

4.14 Support for mask enforcement: If the recognised face doesn't wear a mask, it will prompt the user advising to wear mask and at the same time authentication will fail.

5. Performance of Card Module

5.1 Cards required with this devices: M1 (13.56MHz, ISO 14443)

5.2 Card swiping distance: 0 to 3 cm

5.3 Card swiping duration: < 1sec.

5.4 Device must act as card configuration terminal

5.5 It must provide users with audio-visual acknowledgment regarding card acceptance / rejection events.

6. Performance of Finger Module:

6.1 Finger Scanner type: Capacitive/ Optical. (must support finger recognition in case of mild wet fingers too.) The scanner-glass of optical sensors must be scratch-resistant.

6.2 Must have live finger detection function.

6.3 Must support finger recognition in 1:1 and 1:N mode

6.4 Finger Recognition speed: <1.0sec per person (under 1:1 mode), <1.5sec per person (under 1:N mode)

6.5 FAR (False Acceptance Rate) <= 0.001%; FRR (False Rejection Rate) <= 0.01%

6.6 It must also act as finger enrolment terminal.

6.7 It must provide users with audio-visual acknowledgment regarding finger recognition events.

7. General operating conditions:

7.1 Input Power Parameters: 12V DC, 2 to 3 Amps. (Compatible power adapter from OEM or OEM-approved BIS-certified power-adopter must be provided for conversion of Utility-supplied Power @200-240V AC, 50Hz. Vendor/ OEM to ensure full Warranty coverage of the adopter for duration same as that of the principal device.)

7.2 Certification: CE, RoHS.

7.3 Ingress Protection: min. IP-65

7.4 Working Temperature: 0 to 50 °C

7.5 Operating Humidity: 10% to 90% RH Non-condensing

7.6 Communication modes for Internet Access: Standard Ethernet, Wifi (802.11 b/g/n)

7.7 The device must support independent offline operation during outage of internet.

7.8 Operating language: English

7.9 The overall device turnaround-time (i.e. the min. time required by the device to complete the cycle starting from submission of one user credential, through face/ fingerprint/ card/ PIN, to presentation of the response to him, through acceptance or rejection, and then finally becoming ready for submission by the next user for next cycle): < 1sec

7.10 Must come with built-in battery module to support operations in case of utility power loss of up to 4 hours. In case the device doesn't support internal battery, then the Vendor must supply an external Micro-DC UPS with rechargeable Li-ion battery (OEM-approved and compatible to the DC power adopter) providing input power to the device required @12V DC, 2-3 Amp. The said UPS must come with 5-yrs Warranty, and the vendor must also replace the same free of cost if its power capacity reduces below 70% of rated capacity / duration.

7.11 Interfacing with external controller or for controlling other devices: RS-485, Wiegand (IN/OUT).

7.12 Ability to turn on/off each recognition-module (face, finger, card) separately.

7.13 All manual control/ configurations on the device must be through touchscreen interfaces of the device. There must not be any mechanical or feather-touch type T9-input pad.

7.14 Devices and the accompanying software must support at least 9-digit employee code.

7.15 The devices must be able to communicate with a centralised Software (from same OEM), hosted over the internet at WBSETCL HQ, for actions such as auto-uploading of daily transactional data and downloading/ uploading of employee templates and master-data.

7.16 The devices must be configurable and controllable remotely through the same centralised Software.

7.17 The connection between the said centralised software and terminal devices must be direct over the internet (public IP) and there must not be any intermediary communication through any sort of cloud.

7.18 A central operator must be able to remotely deactivate/ activate a particular device.

7.19 The device must be fully configurable and controllable locally over LAN via web-browser.

7.20 Must have tampering detection: alerting against any acts of vandalism as well as registering the occurrence of tamper events.

7.21 Function must be available to transfer data from one device to another both remotely via Centralised Software as well as via USB or Ethernet locally.

7.22 Device must support time synchronisation both by manual means as well as from designated NTP server

8. Security Features:

8.1 <u>For storage and processing of personal information of users:</u> The devices may collect images of faces and fingerprints of users through its in-built camera/scanner and process the same based on the desired functionality, but must never directly save those images either in the devices or in the central server. The devices are required to save them either in encrypted form of facial/ fingerprint recognition features or mathematical models of the same (i.e. in

template form), in such a manner that it is impossible to reconstruct the facial or fingerprint images of users.

8.2 For transmission of personal data of users (between devices and central server): Industry standard encrypted form like AES-128/256

8.3 The device to be supplied must have successfully passed VAPT audit from CERT-IN empanelled or NABL accredited lab. Documents to be supplied at the time of supply, else the consignment will be rejected.

9. Supply Criteria:

9.1 Product Datasheet, Setup Manual and Detailed User Guide must be supplied with the device.

9.2 Wall-mounting Bracket with screws, Power adopter with required cables and USB adopter must be supplied.

9.3 Product Brochure & Spec. Sheet must be submitted for NIT evaluation.

9.4 Product must be updated with latest firmware.

9.5 Before supply, the devices must have received BIS certification, else the devices will be rejected (R-no. mentioning the supplied model no. with compliance to applicable BIS code must be clearly visible)..

9.6 5-years OEM Warranty for complete device including hardware and accessories, firmware upgrade and software support must be committed by the OEM. Replacement devices must be provided in case of irreparability.

9.7 7-years of spares availability must be committed by the OEM in its product roadmap. In case of inability to supply requisite spares of the faulty devices, the whole device must be replaced, free of cost, with newer device of similar or higher configuration without compromising on compatibility with the existing solution/system.

RFID Cards (200 nos.)

1. Build quality: Blank white-coloured **durable** RFID Card made of PVC/ PET/ ABS
2. Card Technology: Mifare M1 (freq. 13.56 MHz)
3. Card Reading Distance: 0-5 cms.
4. Size: around 86mm x 54mm x 1mm
5. Functionality: Each card must have un-erasable & immutable Unique Identifier, but readable and writeable employee data, where write function must be password protected.
6. Data persistency: 10 yrs.
7. Must be compatible with the biometric terminals procured under this NIT

Biometric Attendance Server (Software) – Perpetual License, supporting 100 terminals devices.

1. Must be from same OEM as that of Biometric terminals.
2. Same supplied Application must allow for additional number of terminals (up to 20%).
3. Must be installable in Windows Server 2025 based Web-application Server and the application must be accessible to management users over internet via common web-browsers (Edge, Firefox, Chrome, Safari).
4. Must be supplied with compatible DBMS software. (OEM to bear liabilities for required and applicable licensing.)
5. The Software must have successfully passed VAPT audit, before supply, from CERT-IN empanelled or NABL accredited lab.
6. The system will function 24 x 7 x 365 basis.
7. Must be able to accumulate & present reports like uptime, active/ inactive, connection to internet, CPU & memory load for all devices in a single dashboard.
8. Must support following 4-types of user (based on access and authorisation levels): Super Administrator (Technical & Functional) at central master location, Central Management User Group (Functional), Local-station Administrator, View only ESS users.
9. MIS users must be able to download various attendance reports in pdf and excel formats.
10. Indication of office Holiday, first check-in, last check-out, late arrival, absence, early departure, etc. must be available in MIS report.
11. Holiday calendar of WBSETCL and shift-time of employees must be fed into the system.
12. Must be able to cluster-in and cluster-out a biometric device to/from any site-office of WBSETCL.
13. **Scenario 1:** The software must allow transfer of biometric credentials of an employee from biometric devices at one site to that of another site, remotely when an employee/ user gets transferred from one site-office to another. The transferred employee must not re-enter his biometric credential at his new place of posting, and there must not be any requirement of manual copying of any data from one device to another during such scenario.
14. **Scenario 2:** In case one biometric device is required to be replaced by another, it must be able to pull its required configurational/ functional and setup data as well as all biometric data of the previous device from the central software via internet.
15. **Scenario 3:** Must be able to produce a compiled biometric attendance report of any employee, when he is required to provide his biometric credentials at two or more different WBSETCL offices locations in a single day.
16. **Scenario 4:** Debarring of an employee from providing biometric attendance upon separation, but his data to be retained for next 3-months at least.
17. MIS authorisation matrix must be fed into the system.

18. Must be able to uniquely identify each terminal connected to the system displaying Device Serial No., Model, Configurable Device ID and Location Name (which must be configurable).
19. The software must be configurable for automatic & hassle-free attendance data exchange with existing ERP System of WBSETCL
20. OEM support of 5-years for bug-fixes, security patches and version upgrade.
21. Functionality of Backup and Restoration of Setup & Configurational Data, all Master Data and Transactional Data must be available in the Software

(After the Tender submission, during the time of bid evaluation, WBSETCL may ask for live demonstration of the quoted devices and the centralized software as per the mentioned technical specification desired for the devices & software's.)

Server OS: MS Windows Server 2025 Std. (1 Perpetual License supply) More elaborated in Server Hardware)

Office utility Software: MS Office LTSC 2024 Std. Edition. (1 Perpetual License supply)

Server HIPS: "Sophos Intercept X Advanced for Server with XDR" (1 Subscription Plan for the given Windows Server for 5-years)

Biometric Attendance Server (Hardware) – 1 no.

a) Server Type: Single CPU-socket type, suitable for direct installation of Windows Server 2025 Std. Edition/ Windows Server 2025 std. with Hyper-V
b) Form Factor: Tower/ Micro-tower
c) Power Supply Unit: 80+ Gold Certified or better, redundant hot-plug
d) Processor: Intel Xeon-E series with 8-cores (4^{th} or 5^{th} Gen.) with minimum base frequency 2.4GHz
e) RAM: 2 x 32GB DDR5 ECC, 4400 MT/s or 4800 MT/s
f) Storage: 2 TB NVMe SSD with 1+0 hardware RAID
g) NIC: 2 x 1GbE
h) Management Port: Must have dedicated Out-of-band Management Port for remote management through industry standard secure communication protocol (1Gbps Ethernet based). The remote management should be **full-featured** browser-based **GUI** console
i) USB: 3 nos. USB-3.0 or higher
j) 5-years Onsite OEM Warranty and 7-years of Hardware availability roadmap
k) 1 VGA / HDMI port for Monitor (one 23" IPS-LCD Monitor TUV Eye Comfort Certified, Mouse and keyboard to be supplied extra)
l) Must supply an external CD/DVD-R/W drive additionally.

*m) OEM must be single point of contact for both Hardware and Microsoft OS issues. The Microsoft OS must come **factory-installed** in the server. (To be validated in OEM's warranty and Support Portal).*

UPS for Central Server (1 no.)

Same OEM as that of micro-DC UPS with Li-ion battery.

3KVA/2400W double-conversion online UPS with in-built battery. (Pure sine-wave output)

Input power-factor correction

IGBT based rectifier & inverter

LCD Display.

Generator Compatibility

NABL-approved Lab tested.

BIS compliance

Double-conversion mode efficiency 95% or better.

2-years warranty for battery + 5-years warranty for any other UPS parts (onsite warranty)

SCOPE OF WORK FOR SYSTEM INTEGRATOR (S.I):

a) Before installation of new devices, removal of old biometric devices from their existing installation points at different Unit Offices of WBSETCL and deposit the same to the WBSETCL authorities.

b) Installation, integration, commissioning, operationalisation of the whole solution pan West Bengal on turnkey basis. (Power supply and LAN & internet connectivity up to the installation points of the devices will be arranged by the respective site)

c) Commissioning time: **45 days from LoA.**

d) Integration of the Central Time Attendance Server with SAP ERP of WBSETCL. If OEM involvement is required, the same must be arranged & executed by the SI without any extra cost overhead to WBSETCL.

e) Smooth operation and maintenance of the system for 5-years contract-term to be ensured by the SI. SLA provisions to be applied during O&M period.

f) Liaison with OEM for warranty enforcement.

g) Initial enrolment of employee Biometrics at all the sites.

h) Imparting basic usage training to site officials and providing of illustrative graphical training manual at sites. The selected bidder shall be responsible to provide complete sets of User Manual & Training Manual and various other manuals including Systems Administration Manuals, Installation Manuals, Configuration Manual, Operational Manuals and Maintenance Manuals. Such manuals must help in complete understanding of the OEM system/ application, the navigation paths for different features/ functionalities. It should cover a detailed description of both the frontend as well as back-end (database) as well as entire installation & configuration process. All the documentation to be provided in soft copy format.

i) Physically attending at sites all over West Bengal for assistance and troubleshooting, whenever called for.

j) Taking of regular backup and restoration of Data from/to the central server. (Demonstration of the same to be provided during commissioning time). One local offline backup and one in online backup to WBSETCL's cloud server is to be taken each time.

k) Installation, maintenance and configuration of .Net/Java platform, DBMS, IIS/Apache Webserver, configuration of HIPS and native Windows Firewall in the central server as per requirement (throughout the contract period).

l) Any other pre-requisites for smooth functioning of the system, if not covered above.

m) Before the end of contract, the SI must handover all passwords/ keys of all systems/ sub-systems/ devices to WBSETCL authorities.

n) During the time of providing temporary replacement devices (when the actual devices has gone for repair on becoming faulty), the SI must notify WBSETCL about the Serial no. of both the faulty device and replacement device. In case the faulty device cannot be repaired & returned within 15 working days, a permanent replacement device (mentioning corresponding Sl. No) must be installed. The storage of any devices being taken out of WBSETCL premise must be flushed out of biometric data of WBSETCL employees.

Requirement of MAF:

Applicable for SERVER HARDWARE, BIOMETRIC DEVICES, BIOMETRIC CENTRAL SERVER APPLICATION & UPS.

All bidders are instructed to download Excel Sheet of Technical Compliance Sheet available in the e-Tender portal and submit same along with Manufacture's Authorization Form (MAF) (sl. no.11 under Forms) with the Technical Bid in hard copy. Technical Compliance Sheet should be authorized by OEM.

Applicable SLA & SLO:

1. ***For Biometric Devices:***

Desirable Objective: Devices should be up 24 Hrs. × 365 days. Downtime (including caused due to fault in power adopter and power cable) is liable for penalty. Downtime due to Utility Power outage will not count towards penalty. Loss of data communication between devices and central server application despite having healthy internet at site will also count towards penalty under this category. The centralised Server Application S/w must have the requisite capability to continuously monitor device uptime for each remote device and must be able to generate device uptime report on-demand.

SLO: Device uptime >=95% per device WITH complete functionality and rated performance level. Loss of requisite functionality/ feature or performance disruption will also be considered as downtime. Uptime = [(Total Contracted Hours) – (Hours of downtime)] / (Total Contracted Hours)] x 100

SLA Penalty:

- Uptime >= 95% per device, NO PENALTY
- Uptime < 95% per device, Penalty (Per Device per 3 completed days of downtime) will be 1÷3000 of overall Qtrly. Payment (for the whole project), provided other devices at the same location are fully functional during that time.
- Uptime < 95% per device and while during such downtime period the other devices at that location are also not functional causing disruption at the whole site office, Penalty (Per Device per 3 completed days of downtime) will be 1÷1000 of Qtrly. Payment (for the whole project).

2. For the Centralised Biometric Attendance Server Application:

Desirable Objective: The central server application should be up & running with full features and functionality at rated performance 24 Hrs. × 365 days. Downtime (including caused due to hardware fault, or OS, DBMS, HIPS, or any other software/ firmware in server), loss of functionality and/or performance is liable for penalty. Downtime due to Utility Power outage and Internet outage will not count towards penalty.

SLO: Server uptime >=99%

SLA Penalty:

- Uptime >= 99%, NO PENALTY
- Uptime < 99%, PENALTY will be 2% of Qtrly. Payment (for the whole project) per 3 completed days of downtime.

3. For Not taking weekly backups and unable to perform restoration when required to demonstrate

SLA Penalty: 4% per instance

The total deduction per quarter shall not exceed 40% of the total Quarterly Bill.

Three consecutive quarterly deductions amounting to 40% of the Quarterly Bill value on account of any reasons will be deemed to be an event of default.

Scope of Review and Modification of SLA:

The Contractor and the Purchaser shall regularly review the performance of the services being provided by the Contractor and the effectiveness of this SLA. Based on the review process, further clarity, comprehensiveness and improvisation may be incorporated into this SLA.

A. **<u>Payment Terms:</u>**

70% upon completion of overall implementation / installation work of the project (subject to availability of Performance Bank Guarantee) and 6% at the end of each year over the period of 5-years of contract (subject to SLA provisions).

B. Both OEM or authorized System Integrator shall eligible for apply i.r.o this NIT. However, if any OEM participate then its authorized System Integrator shall become ineligible.

C. **<u>Provisions for supply of additional devices</u>:**

Though the above estimate is prepared considering existing used Biometric devices, however, the Committee is in the opinion that another **10% of the procuring Type 2 Devices i.e maximum 08(eight) devices** shall have to be supplied by the Vendor with same rate, terms & conditions during the Contract period as per actual requirement of WBSETCL.

(END of Section – V)

Section VI–Special Conditions of Contract

The following Special Conditions of Contract (SCC), Section-VI, 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	Data
1	a. The Controlling Officer will be General Manager (HR & A), WBSETCL. b. The Nodal Officer will be Head IT, WBSETCL. c. The Supervising Officer will be the Officer-in Charge of that Unit Office.
2	**Name of Purchaser:** West Bengal State Electricity Transmission Company Ltd.
3	Adjudicator: The name of Adjudicator will be intimated later if necessary, in case of dispute. [The Adjudicator shall be appointed by CMD, WBSETCL as may be agreed between both the parties]
4	In case two (2) arbitrators do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by *President, Institution of Engineers* in case of an Indian Contractor.
5	The arbitration proceedings shall be conducted in accordance with *Indian Arbitration and Conciliation Act 1996*. In case the Contractor is an Indian Public Sector Enterprise/Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Purchaser and the Contractor shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Government of India. The Place for Arbitration shall be : *Kolkata, India*
6	The Paying Authority shall be **Asst. Manager (F&A), Corporate Establishment, Corp. F&A Deptt, WBSETCL, Vidyut Bhavan, Kolkata-91.**
7.	Issuing Authority for Commissioning/ Completion Certificate will be the Officer-in-charge of the respective Unit Offices. Issuing Authority for TOC will be G.M (HR &A).

(END of Section – VI)

SECTION VII	
SUMMARY SHEET	
LIST OF UNIT OFFICES IN WHICH DEVICES SHALL BE INSTALLED	
Name of Offices	**Address of the Offices**
Alipurduar Area Office	Birpara More, Administrative Building, (1st Floor), Alipurduar 220 KV GI Sub-station, Alipurduar-736121
Bankura Area Office	Bidyut Prashasanik Bhavan, Gr. Floor, P.O.-Lalbazar, Dist:-Bankura
Barasat Area Office	ASHAVARI APARTMENT, Nabapally Circular Road, P.O. – Nabapally, Kolkata, Pin – 700126
Behala Area Office	2nd Floor, 24/1/1, Alipore Road, Kolkata – 700027
Berhampore Area Office & Berhampore Tr Zone	Administrative Building (within premises of Berhampore 132 KV S/stn, WBSETCL) Pankuria, Chuanpur Berhampore Murshidabad Pin - 742101
Burdwan Area Office	Spandan Complex, 2nd Floor, GT Road, Burdwan-713101
Chandannagar Area Office	Garer Dhar Road, Khalishani, Bose Para, Anandamoyee Tala, P.O. – Chandannagar, Pin – 712136
Haldia Area Office,	Plot No.47, Ward No.9, Block-C P.O. Durgachak, Haldia, Dist – Purba Midnapore, Pin – 721602
Howrah Area Office	Howrah 220 KV S/stn campus inside SLDC Campus, Danesh Sk Lane, Andul Road, Howrah – 711109
Jalpaiguri Area Office	Shankar Bahvan (Near Raikatpara “Shani Mandir”), Netaji subhas Road, Ward No.1, Jalpaiguri, Pin- 735101
Kasba Area Office	Administrative Building, Kasba 220 KV Sub-Station Premises, 21, Chowbaga Road, P.O.+ P.S.- Tiljala, Kolkata -700039
Kharagpur Area Office	Sakti-Bhavan, Kharagpur, Dist. – Paschim Midnapore, Pin – 721305
Kharagpur 400 KV Area Office	P.O.-Hiradihi, P.S.-Kharagpur, Dist. – Paschim Midnapore, Pin-721301
Malda Area Office,	Ghorapir More, Malda 132 KV Sub-Station, WBSETCL Premises P.O. +Dist – Malda, Pin – 732101
Midnapore Area Office & Midnapore Tr Zone	1st Floor New Administrative Building, Dharma 220 KV S/stn Complex, P.O. – Paschim Midnapore, Dist – Paschim Midnapore, pin – 721101
Purulia Area Office	Administrative Building (Near Purulia 132 KV Sub-station campus), At Bongabari, P.O: V. Nagar, Dist. Purulia, (WB) Pin – 723147
Raiganj Area Office	Commercial Estate (1st Floor), Block-I, P.O.-Raiganj, Dist. – Uttar Dinajpur
Salt lake Area Office	Abhikshan Building, BN Block, Sector-V, Kolkata-700091

Siliguri Area Office & Siliguri Tr Zone	Administrative Building (1 st Floor), Power House Campus, 2nd mile Sevoke Road, near Siliguri 132 KV S/stn P.O. – Siliguri, Dist. – Darjeeling, Pin-734001
Arambag400 KV Area Office	Vill: Vikdas, P.O.+P.S.-Goghat, Dist – Hooghly, Pin – 712614
Durgapur 400 KV Area Office	Ist Floor administrative Building Durgapur 400 KV S/s Complex, Bidhannagar, Durgapur – 713206
Jeerat400 KV Area Office	Jeerat 400 KV S/s, P.O. + Vill. Kanchiara, Via- Suria, Dist – 24 Pgs (North), Pin – 743711
Gokarna 400KV Area Office, WBSETCL	P.O+ Village : Gokarna, District: Murshidabad, Pin-742136
New Chanditala 400 KV Area Office	Vill + P.O : Aniya, Near Panch Matha More, P.S.-Chanditala, Dist,- Hooghly, Pin-712706
Tamluk Area Office	Ward No. 20, Dharinda, P.S.-Tamluk, Dist.- Purba Midnapore, Pin-721636
Birbhum Area Office	Suri, Super Market Complex,4th Floor, P.O.-Suri, Dist. Birbhum, PIN – 731101
Krishnanagar Area Office	2nd Floor, 93/1DL Roy Road, Administrative building Krishnanagar, Nadia 741101
Durgapur Area Office & Durgapur Tr Zone	2nd Floor administrative Building Durgapur 400 KV S/s Complex , Bidhannagar, Durgapur – 713206
Bankura Area Office	Bidyut Prashasanik Bhavan, Gr. Floor, P.O.-Lalbazar, Dist: -Bankura
Kolkata FZO	2nd Floor, 24/1/1, Alipore Road, Kolkata – 700027
Bankura FZO	Pranabanadapally, Kenduadihi, Near Nagarik Samiti, Bankura: 722102
Chinsura FZO	Administrative Building, Rishra 220 KV Quarter Complex, Simla, PO: Mallickpara, Hooghly, Pin-712203
Burdwan FZO	Spandan Complex, 2nd Floor, GT Road, Burdwan-713101
Siliguri FZO	New Administrative Building (2 nd Floor) Power House Complex 2nd Mile Sevike Road PO Siliguri Dist Darjeeling, Siliguri – 734001
Durgapur FZO	AB1/11, 1`st Administrative Building,2nd Floor, City Center, Durgapur-713216
Malda FZO	Ward no 23, Deshbandhu Para, Malda, Pin 732102
Barasat FZO	1st Floor, Arif baree Barrackpore Road, PO: Noapara, Barasat Kolkata 700125
Howrah Communication Zone	Andul Road, P.O.-Danesh Sk. Lane, Howrah-711109
SLDC	Andul Road, P.O.-Danesh Sk. Lane, Howrah-711109
CTD	Abhikshan Building, BN Block, Sector-V, Kolkata-700091

Burdwan TAO	Power House Complex, ZCC Building, 1st Floor, Frezer Avenue, Burdwan: 713101
Durgapur TAO	New Administrative Building, Ground Floor, Durgapur 400Kv Sub-station complex, Bidhannagar, Durgapur-713206
Siliguri TAO	2nd Mile, Sevoke Road, Siliguri: 734001
Berhampore TAO	Administrative Building, Ground Floor, Berhampore, Power house road, Chuanpur, Murshidabad-742407
Purulia TAO	Administrative Building, Near Purulia 132 kv Sub-station, Bongabari, V. Nagar, Purulia-723147
Kalyani TAO	City Centre Building Complex, Opp. Kalyani Stadium, P.O. & P.S.: Kalyani, Dist: Nadia, Pin: 741235
Alipurduar TAO	Administrative Building (Ground floor) Alipurduar 220 KV s/s Complex, Birpara more, PO & Dist: Alipurduar, Pin: 736121
Raiganj TAO	Raiganj 132 KV S/Stn Complex, P.O. Raiganj, Dist: North Dinajpur. Pin: 733134
Midnapore TAO	Administrative Building Complex, Ground Floor, Dharma, Paschim Midnapore-721101
Howrah TAO	Andul Road, P.O- Danesh Sk. Lane, Howrah -711109
Chinsurah Tr Zone	Administrative Building, Rishra 220 KV Quarter Complex, Simla, PO: Mallickpara, Hooghly, Pin-712203
Kolkata Tr Zone	3rd Floor, Administrative Building, Kasba 220 KV Sub-Station Premises, 21, Chowbaga Road, P.O.+ P.S.- Tiljala, Kolkata -700039

Note: Address of the above offices may change or vary due to shifting or any other reason subsequently. However, WBSETCL informed same to the bidder during the time of placing LOA.

Section VIII

Bid Forms

1. Bid Form & Price Schedules
BID FORM

To,
The G.M(HR&A), TP & AS,
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8TH Floor),
Block-'D', Bidhannagar,
Block-DJ, Sector-II: Kolkata: 700 091

Sub: Bid for…….. against NIT no. ……

Dear Sir(s),

We, the undersigned bidder, having read and examined in detail the specifications and the terms and conditions in the bidding documents do hereby submit our bid for the subject NIT as per the following details.

We confirm that the Works and services will be completed as per the schedule of completion specified in the bidding documents.

If our bid is accepted, we agree to provide contract performance guarantee for an amount equal to ten percent (10%) of the contract value, either by way of adjustment of the bid security and deductions from progressive payments, or by submitting a bank guarantee, as per the General Conditions of Contract.

1.	Name of bidder Office Address Tel. No.: Fax No.: E-mail: Factory Address Tel. No.: Fax No.: E-mail:	
2.	Address of bidder's Kolkata Office Name: Designation: Address: Tel. No.: Fax No.: E-mail:	
3.	(i) GST Regn No. (a copy of certificate of registration to be enclosed)	

4.	TAN No.: (a copy of certificate to be enclosed) PAN No: (a copy of certificate to be enclosed)	
5.	SSI/MSME Regn. No. validity up to: (a copy of certificate of registration and proof of validity should be enclosed)	*Not Applicable for the Instant Tender*
6.	Particulars of Bid Security submitted	Bank draft/Banker's cheque/Pay Order Number: Amount: Issued by:
7.	Offer validity	Agreed to the validity period specified by WBSETCL in detailed NIT
8.	E.P.F/E.S.I number: (a copy of certificate of registration should be enclosed)	

We enclose herewith all the supporting documents along with the Bid Form in line with the requirement of ITB.

a. Bid Form & Price Schedule
b. Bid Security
c. A Power of Attorney
d. Details and documentary evidence to establish that the bidder meets the qualification requirements
e. A declaration affirming eligibility
f. Technical drawings and documentation as specified (insert if applicable)

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Price Schedules

Sl No.	Item Description	QTY	UoM	Unit Price of the Item in Rs.	GST in Percentage	Total Amount
1	Supply & Installation of Type-1 biometric devices for Vidyut Bhavan with inbuilt Battery Backup Unit or external Micro-DC UPS (as per specification and 5-years warranty/support & maintenance terms as per NIT)	**8**	**Nos.**			
2	Supply & Installation of Type-2 biometric devices with inbuilt Battery Backup Unit or external Micro-DC UPS for other offices all over West Bengal (as per specification and 5-years warranty/support & maintenance terms as per NIT)	**88**	**Nos.**			
3	Mifare M1 Cards (as per specification and 5-years warranty/support & maintenance terms as per NIT)	**200**	**Nos.**			
4	Biometric Attendance Server (Software) – Perpetual License, supporting 100 terminals devices (as per specification and 5-years warranty/support & maintenance terms as per NIT)	**1**	**Nos.**			
5	Supply, Installation & Configuration of required DBMS on the server	**1**	**Nos.**			
6	Cost of integration with SAP ERP of WBSETCL including 5-years support	**1**	**Job**			
7	Office utility Software: MS Office LTSC 2024 Std. Edition. (SI to provide maintenance & support for 5-years)	**1**	**Nos.**			
8	Server HIPS: "Sophos Intercept X Advanced for Server with XDR", 5-years subscription (Incl. supply, installation & configuration; SI to provide maintenance & support for 5-years)	**1**	**Nos.**			
9	Biometric Attendance Server (Hardware) with factory-installed MS Windows Server 2025 Std. OS (as per specification and 5-years warranty, support & maintenance as per NIT terms and Incl. supply, installation & configuration)	**1**	**Nos.**			
10	3KVA Online UPS for Central Server (as per specification and 5-years warranty/support & maintenance terms as per NIT)	**1**	**Nos.**			
Total Price Quoted						

Note: Please quoted the Price in BOQ only. If it is found that bidders submitted hard copy of the Price Bid along with the Tender Document, the bid of that bidder shall be treated as cancelled.

2.Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.....

Date.....

To,
The General Manager (HR&A),
TP & AS, WBSETCL

Dear Sir,

In accordance with Tender Notice No……..,M/s……..,having its Registered/Head Office at…….....(here-in-after called the 'Bidder')wish to participate in the said bid for[Name of Contract] ……..

As an irrevocable bank guarantee against Bid Security for an amount of……(*) (words

And figures) valid for…….days from……..($) .....required to be submitted by the Bidder as

a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the……(Name and Address of the Bank)…… Having its Head Office at ..... (#)…….. Guarantee and undertake to pay immediately on demand by West Bengal State Electricity Transmission Company Ltd(WBSETCL)an amount of

……(*) without any reservation, protest, demand and recourse. Any such demand made by The Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. The Guarantee shall be irrevocable and shall remain valid up to……(@)……If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s……..[Bidder's Name] on whose behalf this guarantee is being issued.

All rights of WBSETCL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by WBSETCL under this Guarantee against the Bank within ninety(90)days from the above mentioned expiry date of validity or from that of the extended date. In witness where of the Bank, through its authorized officer, has set its hand and stamp on this day of ……..2024..

Witness:

1……..Signature……

2……..Signature……

3. Power of Attorney in favour of Signatory of the Bid

(To be executed on Non-judicial Stamp paper)

KNOW ALL MEN BY THESE PRESENTS THAT WE, …….. a Company incorporated under the Companies Act, 1956 and having its registered office at …….. (hereinafter referred to as the Bidder) having been authorized by the Board of Directors of the Company, inter alia, to execute contracts in the name of and for and on behalf of the Company ……. (insert name and designation of the person giving the power of attorney)…… do hereby constitute, appoint and authorize Shri…… (insert name, designation and residential address of the person to whom the power of attorney is being given)…… as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our bid against tender notice no. …….. including signing and submission of the bid and all other documents, information related to the bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees and providing responses and representing us in all the matters before the Purchaser in connection with the Bid for the said tender till the completion of the bidding process, amendments in connection with tender for Transmission System Packages floated by West Bengal State Electricity Transmission Company Limited - Tender Notice No. ……..

I accordingly hereby nominate, constitute and appoint above named …… severally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

WE do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Company if these presents had not been made.

IN WITNESS whereof I, …….. have executed these presents this the ……..day of ……..at ……..

EXECUTANT……

Designation……..

Name of Company……

……..

Specimen Signature of Attorney

Name ……

Designation ……..

……..

Specimen Signature of Attorney

Name……

Designation……..

Signature of the Attorney Attested

……

EXECUTANT

Name……

Designation……

Office Seal……

4.Qualification Criteria

Bidder's Name and Address

To
WBSETCL address

Dear Sirs,

We seek qualification under ITB.3 and BDS and our qualification data in support thereof is enclosed in the following Forms:

1.	Form 4A	:	Financial Details of Bidder
4.	Form 4B	:	Past Performance Data

We further understand and agree that any misleading or false information furnished by us may result in summary rejection of our bid.

Date :

Place :

(Signature).....

(Printed Name).....

(Designation).....

(Seal).....

Note: The Bidder shall enclose relevant documents like copies of attested purchase order, completion certificates, agreements etc. supporting the details/data provided in Forms - 4A to 4F.

Form 4A

BID DOCUMENT No:

(Financial Details of Bidder as per BDS)

Bidder's Name and Address

To

WBSETCL address

Dear Sirs,

To satisfy the requirements stipulated in BDS, we provide the following details.

We confirm that our average annual turnover during the preceding three financial years as on date of bid opening is not less than ……(insert the amount as per BDS)…….. In support of above, we are enclosing Balance Sheets and Profit & Loss Account duly certified by the statutory auditors. We are also enclosing authenticated copies of original documents defining the legal status, place of registration and principal state of business.

S No	Financial Year	Amount in INR
1.	2023-2024	
2.	2022-2023	
3.	2021-2022	
4.	Minimum Average Annual Turnover (turnover from business activities only) for best three (3) years out of the last five (5) financial years for which the audited accounts are available as on date of Bid Opening.	
5.	Net Worth as at the end of the financial year immediately preceding the date of bid opening	
6.	Liquid Asset as at the end of the financial year immediately preceding the date of bid opening	
7.	We have enclosed Balance Sheets and Profit & Loss Account for the above mentioned financial years duly certified by the statutory auditors	Yes/No
8.	We have enclosed authenticated copies of original documents defining the legal status, place of registration and principal state of business.	Yes/No

Date :

Place :

(Signature).....

(Printed Name).....

(Designation).....

(Seal).....

Form 4B

BID DOCUMENT No:

(Bidder's Experience in Execution of Similar Works)

Bidder's Name & Address: To

WBSETCL Address

List of Similar works executed in last five (5)* years:

S No	Owner/ Client	Scope of works	Order Value	Schedule Time of Completion	Actual Time of Completion	Reason for delay (if any)

** Bidders can choose to mention important assignments executed prior to 5 years*

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Seal).....

Note:

- Continuation sheets of like size and format may be used and annexed to this Form if required.
- Relevant client certificates/documents to be furnished to justify the data above.

5. Litigation History

Name of the Bidder:

Bidder should provide information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution.

Year	Award FOR or AGAINST Applicant	Name of Client, Cause of Litigation and Matter in Dispute	Disputed Amount (Current Value in Indian Rupees)

6. Affidavit regarding eligibility

(To be executed on non-judicial stamp paper)

I am the (title) …….. and the duly authorized representative of ……..(Name of the bidder) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I solemnly declare and affirm that neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees:

a) Is not debarred from participation in any public procurement by any Competent Authority as per law

b) Is not insolvent or is in receivership or is bankrupt or is in the process of being wound up, or have entered into an arrangement with creditors

c) Have not been found guilty of professional misconduct by a recognized tribunal or professional body or any Government authority or judiciary;

d) Have fulfilled obligations with regard to the payments of taxes, or other payments due in accordance with the laws India

Further, I also declare that the affairs of the business are not being administered by a court, judicial officer or by an appointed liquidator; and the company has not suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of India.

Verified on this …… day of …….. of the year…….. that the particulars furnished above are true and correct to the nest of my knowledge and belief and nothing in material have been concealed or misrepresented therefrom.

……..

(Authorized Representative and Affiant)

(The affidavit may be signed and attested in presence of a Magistrate/Notary)

7. Technical compliance Form

(To be filled in and signed by the Bidder)

Bidder's Name & Address: To

WBSETCL Address

Sl.no.	Name of Material/ Equipment	Compliance (Y/N)	Cross Reference and Remarks
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Seal).....

Note:

- Bidders shall also submit attested copy(ies) of the type test certificate(s)
- Type tests conducted shall not be earlier than 10 years prior to the bid opening date.

8. Details of bought-out items to be directly despatched

Bidder's Name and Address

To
WBSETCL address

Dear Sirs,

We declare that the following are the details of Equipment/ Materials including spares to be directly despatched from the works of our Sub-contractor @ to Site.

All taxes, duties and levies payable (including Entry Tax/Octroi) on such transactions is already included in the prices indicated in bid price. Further, any variations in taxes, duties and levies (including Entry Tax/Octroi) on these transactions is also to our account and no claim whatsoever will be entertained by you in this respect.

S.No	Description of Equipment/ Material	Weight/ Quantity (Tonnes/Nos)	Value (INR)

Date :

Place :

(Signature).....

(Printed Name).....

(Designation).....

(Seal).....

Note:

- Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Form.
- @Strike off, if not applicable.

9. Additional Information

(To be submitted before Pre-bid meeting in terms of ITB.9)

Bidder's Name and Address

To
WBSETCL address

Dear Sirs,

S.No	Description of Information	Reference to Bidding documents	Reference to Bid Proposal

Date :

Place :

(Signature).....

(Printed Name).....

(Designation).....

(Seal).....

Note:

Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Form.

10. Proposed modifications

(To be submitted before Pre-bid meeting)

Bidder's Name & Address: To

WBSETCL Address

We have carefully gone through the Technical Specifications and the General Conditions of Contract and we have satisfied ourselves and hereby propose certain modifications as mentioned below:

S.No.	Sec./Clause & Page No.	Existing Clause	Modified clause (proposed by Bidder)	Reasons for modification

Date :

Place :

(Signature).....

(Authorised Representative of bidder).....

(Designation).....

Name of the bidder: .....

11. Manufacture's Authorization Form (MAF)

Tender Reference No. & Tender ID._____

Dear Sir,

We _____(OEM) who are established and reputed manufacturers of _____(Equipment) having Factories at _____ and _____confirms that , M/s. _____(Name and address of Bidder herein after called as partner) wishes to participate the Bid or Project stated above and enter into agreement for the purchase and resale of _____(OEM) Products and, Service. The Partner is entitled and authorized to the following.

(a) Resale, and/or distribute _____(OEM) products and/or services in India to end users within that Territory.

(b) Bid, negotiate and conclude a contract with _____ for the above products/services manufactured or supplied by _____ (OEM).

_____(OEM) will, within the scope of its agreement with its authorized channels, provide product warranty services and technical support for _____ (OEM) products obtained through its authorized channels for a defect liability period mentioned in the Tender document referred above, from the date of installation at _____(Work-site name).

_____(OEM) certify that, the equipment being sold would not be declared End of Sale (EoS) within defect liability period and that _____(OEM) shall supply suitable substitute in case EoS of equipment. Also _____(OEM) certifies that the products being sold would be covered under Warranty/Technical Support and technical support will be available for defect liability period from the date of installation at _____(Work-site name).

If you need any additional information, please contact Mr./Ms. _____ at_____ (Mobile No.) of _____(E-mail ID).

Yours faithfully,

Name of the person:

For and on behalf of M/s.

Designation:

Contract Details:

Date:

Place:

(Name of Original Equipment Manufacture- OEM) (Seal of OEM)

Requirement of MAF:

Applicable for SERVER HARDWARE, BIOMETRIC DEVICES, BIOMETRIC CENTRAL SERVER APPLICATION & UPS.

All bidders are instructed to download Excel Sheet of Technical Compliance Sheet available in the e-Tender portal and submit same along with Manufacture's Authorization Form (MAF) (sl. no.11 under Forms) with the Technical Bid in hard copy.

(END OF DOCUMENT)