WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

Selection of Agency for Comprehensive Annual Maintenance Contract of IT Articles installed at different units of the Corporate Office of WBSETCL at Vidyut Bhavan

NIT No. GM(HR&A)/TENDER/TPAS/2024/67 Dated:10.06.2024

[OPEN E-TENDER]

Section I –V

Notice Inviting Tender (NIT)

Qualifying Requirement of this NIT(QR)

Instruction to Bidder/Agency (ITB)

General Conditions of Contract (GCC)

Special Condition of Contract (SCC)

Schedule of Works / Requirement

Required Forms

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.

Section I - INTRODUCTION

About WBSETCL

West Bengal State Electricity Transmission Company Limited (WBSETCL), a wholly owned Government of West Bengal Enterprise was incorporated under the provisions of the Companies Act, 1956 on 16th February, 2007 and obtained Certificate of Commencement of Business on 21st March, 2007 after unbundling of erstwhile WBSEB. The Company is designated as the only State Transmission Utility (STU) including State Load Despatch Centre and is engaged in the business of Electrical Power Transmission at High Voltage. Its business operations are regulated on the basis of Cost-plus tariff approved by West Bengal Electricity Regulatory Commission (WBERC). The Company is a profit making Enterprise since its incorporation.

Project Objectives

West Bengal State Electricity Transmission Company Limited (WBSETCL) is looking for a Bidder for providing Comprehensive Annual Maintenance of various IT articles installed at different departments of WBSETCL at Bidyut Bhaban.

ABRIDGED NOTICE INVITING e-TENDER

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A Govt of West Bengal Enterprise)

Office of the General Manager(HR&A), TP&AS,
CIN: U40101WB2007SGC113474
Regd. Office: Vidyut Bhavan (8th Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091
Ph No: (033) 2319-7670
E-mail: fl.wbsetcl@gmail.com
Website - www.wbsetcl.in

NOTICE INVITING e-TENDER

For Comprehensive Annual Maintenance Contract of various IT Articles installed of IT Articles installed at different units of the Corporate Office of WBSETCL at Bidyut Bhavan.

NIT No. GM(HR&A)/TENDER/TPAS/2024/67 Dated:10.06.2024

WBSETCL invites e-tender for providing **Comprehensive Annual Maintenance of various IT articles installed at different Units of WBSETCL at Bidyut Bhaban**.

Interested bidders must download the detailed NIT and Bid Document from the Company's website i.e. www.wbsetcl.in or https://wbtenders.gov.in from **10.06.2024 at 11:00 A.M** onwards and shall submit their bid vide online mode up to **03:00 P.M. on 01.07.2024**. Last date for submitting hard copy of relevant testimonials physically is up to **04:00 P.M. on 02.07.2024** at the above mentioned office address.

DETAILED NOTICE INVITING TENDER

NIT No. GM(HR&A)/TENDER/TPAS/2024/67 Dated:10.06.2024

WBSETCL invites e-tender from eligible and qualified bidders **for selection Agency Comprehensive Annual Maintenance of various IT articles installed at different Units of WBSETCL at Bidyut 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)	**10.06.2024 (11:00 AM)**
2	Closing date for uploading /submission of pre-bid queries(if any)	**14.06.2024 (11:00 AM)**
3	**Pre-bid meeting to be held in the Conference Room, 9thFloor, B-Block, Vidyut Bhavan**	**18.06.2024 at 3:30 P.M**
4	Bid submission start date (Online)	**21.06.2024 (from 11:00 A.M)**
5	➢ Documents download end date ➢ Bid Submission closing (Online)	**01.07.2024 (up to 03:00 P.M)**
6	Last Date of submission of original copies for the cost of Bidding Documents, Earnest Money Deposit and confirmatory hard copy of the techno-commercial Bid in sealed envelope. (Offline)	**02.07.2024 (up to 04:00 P.M)**
7	Bid opening date for Technical Proposals (Online)	**03.07.2024 (at 03:00 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.

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. **Technical Qualifying Requirement:**

i. The bidder shall provide satisfactory evidence to WBSETCL to establish that they have the capability and experience to handle similar kind of contract in **State Govt. / Central Govt. Offices/ State or Central PSUs and meet requirement**. In support of this, the vendor shall submit satisfactory completion certificate or the order copy from the ordering authority, indicating therein order no, value of the order within the last **5(five) Financial Years.**

ii. The bidder shall submit the self - attested GST registration, PAN, P.T. Return documentary evidence no of their concern. A copy of the certificate must be enclosed.

iii. The Agency must have valid EPF & ESIC Registration Certificate.

iv. The bidder shall provide Company Registration No / Trade License. (self- attested copy shall be enclosed)

v. Registered office of the bidder should be within **Kolkata / Bidhannagar / Rajarhat or Newtown Area**.

vi. The service engineers to be engaged by the vendor must have the certificate of hardware maintenance. (See Scope of Work)

vii. The vendor has to be abided by all the statutory obligations related to different labour laws and rules there under. The vendor has to submit the relevant documents regarding deposition of contributions of PF and ESI i.r.o. engaged / deployed personnel at the time of submission of monthly bill.

(Copy of the Work orders and completion/performance certificates in support of the execution of the assignments and the contact details of the clients are to be furnished).

2. **Financial Qualifying Requirement:**

a) **Financial capacity: 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: **2019-20, 2020-21, 2021-22, 2022-23 and 2023-24)** shall not be less than **Rs. 11,49,555.00 (Rupees Eleven Lakhs forty nine thousand five hundred fifty five 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. shall have to be submitted with the bid documents.

b) **Liquid Asset:** The bidder must have Liquid Asset not less than **Rs. 1,91,539.00/-(Rupees One Lakh Ninety one thousand five hundred thirty nine 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 up to financial year i.e. **2021-22, 2022-23 and 2023-24**.

3. **Cost of Bid Document : Nil** i.r.o this Tender.

4. All bids must be supported by **EMD / Bid Security** for an amount of **Rs.15,327/- (Fifteen thousand three hundred twenty seven 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.

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:

a. Net-banking through Payment Gateway.

b. **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 the WBSETCL; if the bidder fails to submit original Bank Guarantee against Earnest Money Deposit (EMD) physically to the Office of The Chief Engineer, Procurement Department, WBSETCL under sealed cover on or before the scheduled date & time as specified above. For preparation of BG the Bank details of WBSETCL is given below.

NAME OF THE BANK	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.

a. 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.

13.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.

14.No request for transfer of any previous deposit of Earnest Money Depositor Contract Performance Guarantee (CPG) or adjustment against any pending bill held by WBSETCL in respect of any previous work shall be entertained.

15.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.

16.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 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.

17.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.2.7.3.

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

iv. Earnest Money Deposit.

18.Financial Proposal/Price Bid: Bidder shall prepare the Financial Proposal in the Price Schedule as per Section VI provided in the Tender Document and submit through **e-Tender portal only in the BOQ.**

19.PERIOD OF VALIDITY OF BIDS :

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.

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 post or fax followed by post confirmation. The bidder may refuse the request without having his bid security forfeited. Bidders agreeing to the request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

20.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.Registration of Agency:

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.

Bids are to be submitted online to the website, stated in Clause2.7.1(i) 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).

21.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 license under the Private Security Agencies (Regulations) Act, 2005 and Rules thereunder. (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 Valid Labour License i.r.o. previous/current engagements. (vi)A self attested copy of the PF and ESI Registration Certificate.
B	**Company Details**	Company Details1	(i) Incorporation Certificate, Memorandum of Association/Articles of Association. (ii) Certificate of Registration
		Company Details2	(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 Certificate1	Income Tax Returns for last 05(Five) Assessment Years.
		P/L and Balance Sheet 2022-23	Profit & Loss and Balance Sheet (with annexure and 3CD Form in case of tax audit) (all account statement should be verified by firm having valid UDIN)

22.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 Clause2.7.3 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**.

23.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 fulfillment of Technical Qualification (properly indexed) in a sealed envelope **superscribed as "Hard Copy of Technical Qualification".**

b.Bidders must submit the “EMD submission proof” together in one sealed envelope whereas the Confirmatory Hard Copy must be submitted in a separate sealed envelope **superscribed as " Bid Security Proof"**.

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 **Office of the General Manager (HR&A) TPAS, 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.

24.DEADLINE FOR SUBMISSION OF BIDS:

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).

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.

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.

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.

25.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.

26.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.

27.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.

28.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.

29.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.

30.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, which ever 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.

31.SELECTION OF THE SUCCESSFUL BIDDER(S):

a. The L1 bidder will be selected on the basis of total Comprehensive Annual Maintenance Charges claimed by the bidders through BOQ. The monthly wages of the deployed Service Personnel will be reimbursed on submission of valid Pay Statement, ESIC & EPF Challan Copies of the Service Personnel deployed by them. Wages rate of deployed Service Personnel is stated hereunder.

b. Decision of the tender committee towards selection of successful bidder will be final.

32.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.

33.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.

34.RETURNING OF EARNEST MONEY DEPOSIT(EMD)/BIDSECURITY:

a.The Earnest Money Deposit(EMD)of the unsuccessful bidders in the Technical Bid evaluation stage shall be returnedwithin15(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 returnedwithin15 (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 within15(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).

35.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

DEFINITIONS

1.GENERAL:

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 **Comprehensive Annual Maintenance Contract of IT Articles for different Units of Corporate Office** located at Vidyut Bhavan, Saltlake, Kolkata- 91 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 (CPG):

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 27(24+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.**

c.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.

d.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.

e.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.

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 period of the contract will be for **02 (Two) years** from the date of award of the contract. However, the same may be renewed for subsequent **01 (One) year at same rates and terms & conditions**, subject to satisfactory service and acceptance by WBSETCL. 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 ful-fill 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:

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

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

(vi) The estimated Force Majeure Period,

(vii) 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.

(viii) 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.

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

8.TERMINATION :

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:

a) 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.

b) There is recurrence of delay in or non-payment of wages to the deployed Security Personnel or non compliance of statutory obligations on the part of the Agency.

c) 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.

d) The breach of any of the terms and conditions of the contract by the Agency are not rectified within the notice period including the validity of License(s).

e) The Agency does not provide the requisite numbers of Service Personnel satisfactorily as per the requirements of WBSETCL and/or as per the Schedule of Requirements.

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

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 underanyinsolvencynotforthetimebeinginforceorshallmakeanyconveyanceorassignment 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.

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**.

(END OF SECTION-III)

SECTION IV: SCOPE OF WORK (SOW)

Following is the list of IT articles installed in different department / units of Corporate Office of WBSETCL at Bidyut Bhaban which are to be covered under Comprehensive Annual Maintenance Contract i.e. CAMC for an initial period of two (2) years from the date of placement of LOA. The List of the following IT Articles are not exhaustive but indicative only. The CAMC may be extended for another year at the same rate, terms & condition subject to satisfactory performance of the service provider and also at the discretion of competent authority from LOA issuing department.

Sl No.	IT Articles	Description	Quantity (approx.)	Unit Price for 1(one) Year
1	Desktop	Total Number of Desktop, Pentium —IV/Dual Core / Core-2 duo/ Core-i3/ Core-i5 to be covered under CAMC with all peripherals i.e. Monitor, Keyboard, Mouse, Sound Box, etc. of different Brand	171	
2	Printer	HP P1505, HP 1008, HP LAZER JET 1020 PLUS, HP LAZER JET P1566, HP LAZER 108a, HP LAZER 103a, SAMSUNG ML-2161, PANTUM P2210, HP LAZER JET PRO M104a, HP 1008a, HP P1007, HP P1008, HP 4ZB79A, HP P1106, PANTUM P2500, HP 108W, HP P1025, HP M202n	151	
3		HP 4ZB95A (COLOUR), HP Colour LAZER JET PRO MFPM17n	2	
4		HP LAZER JET P2055d	1	
5		CANON LBP 2900	1	
6		HP LAZER JET M601	1	
7		HP COLOUR LAZER JET 5550n	1	
8		HP LAZER JET 4250n	1	
9		SAMSUNG XPRESS M2021/ML-2161/ M2010w	4	
10		HP COLOUR LAZER M150nw	4	
11		HP COLOUR CP1525n	1	
12		HP OFFICE JET 4500	1	
13	UPS	600 VA/ 700 VA UPS	50	
14	Scanner	HP SCAN JET G3110, CANON LIDE 120, CANON P20811, HP SCAN JET 8300, HP SCAN JET N6310, CANON LIDE 300, CANON IMAGE FORMULA P208II, HP SCAN JET G4050, HP SCAN JET G2410, EPSON PERFECTION V39, EPSON J371A	24	
15	Laptop	HP LAPTOP	7	
16		LENOVO LAPTOP	11	

17		ACER LAPTOP	4	
18		DELL LAPTOP	2	
19		SAMSUNG LAPTOP	1	
20	Scanner + Printer	HP SMART TANK 516	1	
21	UPS Battery	Cost of Replacement Battery to be quoted. 12V-7AH-12-Month OEM Warranty from Date of Supply. (Brand: Amara Raja / Exide)	1(only unit price to be quoted)	
Total Unit Price for 2(two) Years i.e Multiplied by 2				

A. **GST will be applicable as extra. Price should be quoted through BOQ only.**
B. **L1 bidder will be selected on the basis of Price Quoted for the above Works.**
C. **Unit rate of above IT items must be provided on per annum basis. The sum total of unit prices multiplied to the respective units/qty will form the total CAMC value.**
D. **The above quantity may vary up to +/- 15% (Addition/Subtraction) [except item no.21] which may be ascertained at time of site inspection.**
E. **For UPS battery only Unit price have to be quoted. Reimbursement will be made as per actual replacement of battery only depending upon requirement.**

Condition of Service / Works in details:

i. The Comprehensive Annual Maintenance Contract (CAMC) order will be valid for **2 (two) years** from the date of execution of agreement, the same may be extended for another period of **1 (one) year** (with same rates and terms & conditions) at the discretion and approval from competent authority subject to satisfactory performance of the agency. The IT articles to be covered under CAMC are approximate. The actual figure may vary up to ±15%.

ii. The CAMC contractor shall provide at least **2 nos.** of competent two resident **Service** engineers at the **Corporate HR&A Department, WBSETCL (Vidyut Bhavan)** on all working days during office hours (Monday to Friday - 10:00 AM to 5:30 PM). However, the resident engineer will also be required to be present during certain holidays of WBSETCL free of cost, on special emergency duty, to attend important issues related to this CAMC. WBSETCL may notify the contractor about such emergencies in one day's advance, which the contractor will be contractually bound to oblige. If the positioned Engineer happens to be on leave, alternate arrangement for a suitable engineer must be made available by the Vendor.

iii. The agency must pay **minimum wages** as per **"COMPUTER OPERATOR"** under **"Highly Skilled"** category, as notified under Schedule **"Establishment as defined under The Shops & Establishment Act 1963"** to those 2(two) nos. of deployed Service Engineers **which shall be reimbursed by WBSETCL on monthly basis on submission of their Pay statement, copies of EPF & ESIC Challan.** Monthly wage of the deployed Service Personnel must be cleared by the contractor within 7th of the next month. The rate of Minimum Wage shall be revised twice in a

year as per notification issued by the Labour Department, Govt. of West Bengal. Schedule of Wages is stated below:

Wage Details of the Deployed Service Personnel		
Sl No.	**Description**	**Amount in Rs.**
1	**Basic / Minimum Wages**	**504**
2	**Bonus @8.33% of Sl. No.1**	**41.98**
3	**ESI/Insurance/ Premium @3.25% on Sl No.1&2**	**17.74**
4	**EPF @13% of Sl. No.1**	**65.52**
5	**Daily Rate Per head**	**629.25**
6	**Average monthly working days**	**20**
7	**Per head monthly cost in Rupees**	**12584.95**
8	**Total no. of Head**	**2**
9	**Cost per month without GST in Rupees**	**25,170.00**
10	**GST @ 18% in Rupees**	**Will be paid as extra**
The above Minimum wage will be changed time to time as per notification & selected Agency have to claim it from WBSETCL. This Wages is not included under CAMC Charges.		

iv. CAMC includes unscheduled on-call corrective and remedial maintenance service to set right the malfunction of the system. The contractor shall repair & replacement all defective/unserviceable parts of the equipment's under CAMC free of cost including (but not limited to) Hard Disk, CD/DVD Drives, Network Interface cards, Speaker (external or internal), Mic (external or internal), SMPS, RAM, Mother Board, processor, Logic Card, Mouse, Key Board, Power Cord, USB Cord, Scanner Unit, PC & printer/scanner Switches, Printer cables, fuser unit, Printer Head, related consumable spare parts, VGA/HDMI cables, electronic parts of LED/TFT Monitor/ UPS/ Scanner, Laptop Display panel, Laptop keypad & touchpad, sensors, plastic spares, etc. *but shall not include the battery of UPS and Laptop, computer stationaries, Printer cartridge and ink.*

v. During such remediation procedure the Service Engineer must clean all the parts using blower/ vacuum cleaner as per suitability and perform wiping & cleaning of the systems with a good quality cleaning liquid, cloth, and brush.

vi. For replacement of UPS battery, wherever required, the cost will be reimbursed to the CAMC contractor, based on its corresponding quoted rate in the BoQ.

vii. The CAMC Contractor will have to maintain **an AMC register** where case details like make, model & Serial no. of the faulting equipment, nature of failure, date & time of lodging the complaint, date & time of attending the call, date & time of restoration of System, details of spare parts removed and replaced needs to be recorded, all duly signed by both client's and contractor's

agents. Complaints can be lodged by the user department through Phone / Inter Office Memo/ Requisitions mentioning the make and Serial no. of the equipment.

viii. Whether a defective item or component is to be replaced or repaired that shall be at the sole direction of the Service Provider. However, replacement of parts will be at vendor's cost with original spares of the brand/ make of the component and peripherals. In the event of non-availability of the spare parts of same make or configuration, equivalent or higher configuration components is to be substituted with the company's consent. *For eg. replacement Hard Disk must be of make WD, Toshiba, Samsung, HP, Seagate only.* In Case of replacement of parts/equipment, the defective ones removed from the system will become the property of WBSETCL and to be returned to the office of the undersigned. All repairs, replacement and maintenance services shall be performed by qualified authorized personnel totally conversant with the system.

ix. The cost of transportation of any defective item for repairs or for supply of replacement component or standby system shall be borne by the Vendor.

x. In case of urgency the CAMC Contractor must inspect even the IT article and parts covered under warranty period and submit a report in regards to the defect.

xi. Against a complaint call, representative of CAMC Contractor shall attend the equipment within 2 (two) hours. It shall rectify the fault at the earliest and within 1 (one) working day. If not rectifiable, contractor must replace the defective part(s)/equipment within 2 (two) working days. **A STANDBY EQUIPMENT** of similar or higher capacity in good working condition must be provided at no extra cost, if the equipment under CAMC is expected to be down for more than two working days. Such defective equipment needs to be taken out of operation and must be returned in working condition after repair within 10 (ten) working days. Penalty clause may be imposed for deviation from the above performance as per PENALTY SCHEDULE detailed below.

xii. Apart from Hardware/firmware issues, the CAMC contractor must provide all type of general Software support to the IT articles covered under CAMC Contract, which may include (but not limited to) OS/ MS Office/ MS Project/ Antivirus/ Chrome, Mozilla Browser installation or reinstallation or upgradation and configuration/re-configuration and latest patch up-dation. Installation/ Re-installation & Configuration of SAP Client Application, Forticlient VPN, Video Conferencing Software (Zoom, Meet, Teams, Webex), Email Client (MS Outlook) also comes under the ambit of this CAMC. CAMC Service Engineers must perform pre-emptive actions against virus spreads, detection/ removal of virus, data recovery from Hard disks, taking backup & restoration of data to & from Hard Disk, formatting of Hard Disk and performance tuning of Computers. In case of data corruption or Hard Disk error, vendor would provide data recovery to the extent technically possible. *(For this purpose, a Blank virus-free 2TB External HDD and an Ubuntu Linux bootable USB drive must be maintained by the Service Engineer, without any cost overhead on account of WBSETCL)*

xiii. No pirated/ counterfeited software will be allowed under any circumstances. In case of factory-installed OS for PCs, the Service Engineer must restore it to the PCs after formatting and re-installation. Genuine MS Office/ MS Project/ Anti-virus will be provided by the user. Any incidence of usage of pirated/ counterfeited software must be reported to the undersigned. The CAMC contractor will be fully responsible for usage of any pirated/ counterfeited software in equipment under CAMC and will be liable to compensate WBSETCL if any damage arises due to such unauthorized usage.

xiv. PC-end trouble-shooting for LANs including resolving network connectivity problem (like configuring of IP address as advised by IT Deptt., detecting and marking of incoming LAN cables based on IP, configuration of Services and Hosts files of PCs as per IT Deptt. instruction, configuration of internet, etc.)

xv. The resident engineers must absorb the knowledge of installation & configuration SAP Client Application and Forticlient VPN installation, configuration of Services and Hosts files of PCs and LAN IP schemes from IT Deptt and apply static IP addresses to PCs and provide report to IT departments regarding apply & changes of IP addresses. Failure to do so shall invite penalty under provisions of CAMC.

xvi. The company reserves right to include any new PC along with Monitor, Keyboard, Mouse & other peripheral attached with PC, Laptop, Printer, Scanner and UPS into CAMC through written intimation as per approved rate and the rate of CAMC will be increased on pro- rata basis.

xvii. The company reserves right to exclude of any PC along with Monitor, Keyboard, Mouse & other peripheral attached with PC, Printer, Scanner and UPS from CAMC through written intimation and the CAMC will be reduced on pro-rata basis.

xviii. This contract extends only to problems arising out of normal functioning of equipment and the contract does not cover breakdown Services of spares, cost arising out damages cause due to fire, theft, riots, accidents, earthquakes, storms, and other natural calamities. Any damage to the system like getting burnt due to site problem or any other lighting, physical smashing, rat bitten cases will not be covered under this contract and it will be discussed mutually on case-to-case basis.

xix. In case of intermittent failures and repetitive problem due to improper diagnosis or repair, the system will be treated as continuously down.

xx. The company reserves right to terminate the contract at any time **during contract period of 2 years** by serving **1(one) month notice** as a penal measure if the performance of CAMC Contractor & the Rate Contractor is not satisfactory.

xxi. The contractor shall hand over the systems in working condition to the company after expiry of the contract. In case any damage is found at the time of handing over, the contractor is liable to rectify it even after the contract period.

xxii. To monitor the CAMC activities and to discuss other related matters, if necessary, periodical meeting between WBSETCL & the CAMC Contractor will be made.

xxiii. The vendor shall not sub contract or permit any third party other than the Vendor's personnel to perform any work or service or other performance required of the Vendor under this agreement without the prior consent of the company.

Physical Inspection:

All the prospective bidders intend to participate under this tendering process are requested to inspect above IT Articles Physically by visiting WBSETCL Corporate Office before submission of bid in any working day except Holiday / Saturday / Sunday. For Physical inspection initially they must visit at Office of the General Manager(HR&A), TP&AS, WBSETCL, 8th Floor, D-Block, Bidyut Bhavan, Saltlake, Karunamoyee, Kolkata. WBSETCL recommended the prospective bidder to inspect the IT Articles before submission of bid to avoid any future litigation in this regard.

Liquidate Damage/ PENALTY:

1. Rs. 50 per non-attendance and non-recording of an equipment fault even after notifying or lodging of complaint by the user.
2. Rs. 100 per working day for non-rectification or non-replacement of a defect in B/W Printer even after **5 working days.**
3. Rs. 150 per working day for non-rectification or non-replacement of a defect in colour Printer even after **5 working days.**
4. Rs. 250 per working day for non-rectification or non-replacement in case of a software / hardware/ network/ driver defect in Desktop/Laptop with its peripherals (resulting in stoppage of usage of equipment for office work) even after **5 working days.**
5. Rs. 150 per working day for non-rectification or non-replacement in case of a software / hardware defect in Desktop/Laptop (resulting in of usage of equipment with reduced function or performance) even after **5 working days.**
6. Rs. 150 per working day for non-resolution of a software related problem (resulting in working with reduced function or performance) even after **5 working days.**
7. Rs. 150 per working day for not taking backup & restoration of data from a computer, non-installation/ non-re-installation of SAP Client software or Antivirus or Video Conferencing software even after **5 working days.**
8. In case of non-attendance of a complaint call or in case of non-resolution within the stipulated time frame as specified above, WBSETCL will be at liberty to get the same repaired/repaired by some third party and amount spent for such repairs would be at the cost of the CAMC vendor. The

CAMC contractor will be bound to take such repaired / rectified equipment under the ambit of its CAMC.

9. Pro-rata deduction of monthly bill shall be affected on account of absence of each Service Engineer on a working day.
10. Sometimes, the resident engineer will also be required to be present during certain holidays of WBSETCL free of cost, on special emergency duty, to attend important issues pertaining to CAMC. Absence of a Service Engineer on such emergency / special / exceptional causes even during WBSETCL's holiday, when notified to the CAMC contractor in advance will invite penalty @Rs. 500 per such incidence.
11. The above schedule of penalty will be applicable for up to 20 (twenty) working days or till the remedial is reckoned (whichever is earlier), beyond which the quantum of penalty will be enhanced by 50% each for up to next 30 (thirty) working days. Beyond 50 (fifty) working days, Performance Guarantee may be forfeited and any other penal action as deemed fit may be taken including blacklisting.
12. The above penalty schedule is additive and on per equipment/personnel/incidence basis.
13. **Imposition of above penalty in the form of Liquidity Damage may be imposed considering on merit of individual case as per decision of the Corporate Facility & Logistic Cell and that will be deducted from the respective quarterly bill.**
14. Pro rata deduction on monthly bill shall be affected on account of absence of Service Personnel.

Call Registration and Completion

i. All the maintenance calls will be registered with the Service Personnel of CAMC Contractor, deputed at Facility & Logistics generally over Telephone. The Service Engineer will acknowledge each call with a unique Call no. which will be used for reference in future.
ii. The CAMC Contractor will prepare a call sheet in triplicate mentioning date & time of received call, date & time of call attend and date and time of restoration of the system. These will be signed by the user end and the Service Personnel, attend the Call. 1st copy of the same will be enclosed with the monthly bill, 2nd copy will be given to the user end and the 3rd copy will be retained by the CAMC Contractor. No other documents will be used for calculating downtime.

General Terms and Conditions:

i. Before offering rate, vendor has the option to sample inspection of the site once as per an agreed pre-scheduled date & time in presence of representative of WBSETCL.
ii. The offered rate must be valid for contract period of 2 (two) years which may be extended for a further period of 1 (one) year based on satisfactory performance of the agency at the discretion of competent authority.

iii. The Number of the IT articles as furnished under SI. No. A are estimated number and the Company reserve to place order on actual basis.

Payment Terms:

For CAMC Payment for CAMC will be made on quarterly basis i.e. equivalent to **1/4 of the total CAMC** Charges per annum for the IT articles covered under Contract against your bill (in triplicate) to be submitted after completion of every three months to the office of the GM(HR&A), TP& AS, WBSETCL after deduction the imposed penalty, if any. **However, monthly wage bill of the Service Personnel will be paid on monthly basis after submission of wage bill along with pay statement, ESIC & EPF Challen at the above office.**

SECTION-IV

SPECIAL CONDITIONS OF CONTRACT

The special conditions of contract shall supplement the "Instructions to the Bidders".

1.INDEMNIFICATION:

The Agency is solely liable to fully indemnify and keep WBSETCL indemnified against all losses / penalties /awards / decrees arising out of litigation / claims / application initiated against WBSETCL on account of acts of omission /commission attributable to the Agency and which are punishable under the provisions of various Central Labour and Employment Acts as amended / enacted from time to time. WBSETCL shall be vested with sole discretion to determine damages / loss suffered on account of the Agency and reserves the right to recover the dues payable from the CPG or pending bills of the Agency. Further, the manpower deployed by the Agency shall not have any right whatsoever in getting employment in WBSETCL.

2.SERVICES TO BE PERFORMED BY THE AGENCY:

The Agency shall be providing Private Security Guards in the areas and in the premises occupied by WBSETCL or any other location as required by the General Manager(HR&A) TPAS, WBSETCL or an officer acting on his behalf. The details are given in **the Scope of Work / Service Conditions under Section V.**

3.Controlling Officer: The General Manager(HR&A), TP&AS shall be the Controlling Office.

4.Paying Authority: The Assistant Manager(F&A), Estb.-Corp will be the Paying Officer.

5.Nodal Officer : The Manager(HR&A), Corporate F&L is the Nodal Officer.

6.SET OFF: Any sum of money due to or payable to the Agency, including the CPG (returnable to the Agency) under this contract may be appropriated by WBSETCL and setoff against any claim of WBSETCL for the payment of any sum of money arising out of or under any other contract made by the Agency with WBSETCL.

Arbitration:

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

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

c.Notwithstanding any disputes with reference to the Contract pending for arbitration, the Contractor shall continue to perform his obligations in accordance with the Purchaser's decision or instruction, and Purchaser shall also continue to perform his obligations under the Contract including payment of any undisputed monies due to the Contractor.

(TECHNICAL PROPOSAL SUBMISSION FORM)

(LETTER OF BID)

(To be printed on Bidder's Letterhead)

To

The General Manager(HR&A),TPAS

WBSETCL, Corporate HR&A Department,

8th Floor, D-Block,

Vidyut Bhavan, Sector-II,

Block-DJ, Kolkata,

West Bengal, Pin-700091

Ref: NIT No.

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents with Instructions to Bidders.
2. We also accept all the terms and conditions of this bidding document including the condition that WBSETCL is not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
3. If our bid is accepted, we commit to submit a Contract Performance Guarantee in accordance with the Bidding Documents.
4. We shall bind ourselves to WBSETCL for executing the job at the price quoted by us and as per the terms and conditions, stated in the tender document.
5. The Government of India/Government of West Bengal or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. All the information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this tender is complete, correct and true.
7. If any information or document submitted is found to be false / incorrect at any time, WBSETCL may cancel our tender and action as deemed fit may be taken against us like termination of our contract, forfeiture of all our dues including EMD or CPG, etc.

Yours sincerely,

Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

FORMAT FOR SUBMISSION OF INFORMATION FOR EVALUATION OF THE TECHNICAL PROPOSAL

1.	Name of the Bidder	
	Has your firm changed its name any time? If so,when and the reason thereof?	
2.	Head Office/Registered office	
	Complete Postal Address of the Head Office/Registered office	
3.	Nature of the Firm(Sole Proprietorship/ Partnership/LLP/Private Ltd .Co./Public Ltd Co.).	
	Whether Govt./Semi Govt./Private	
4.	Name of the Proprietor(s) /Director(s) /Partner(s)	
5	Complete Postal Address	
	Tel. /Mobile No(s)	
	Fax No(s)	
	E-mail	
6.	Complete Postal Address of the Branch Office at Kolkata	
7.	Name & Designation of the Contact Person	
	Tel/Mobile No(s)	
	Fax No(s)	
	E-mail	
8.	Year of commencement of Business in the relevant field	
9.	Regd.No. under Shop & Establishment Act and Trade License applicable for branch office at Kolkata	
10.	Permanent Account No(PAN)	
11.	Labour License No & Name of Issuing Authority and Valid upto(Anyone)	
12.	License under the Private Security Agencies(Regulations)Act,2005and Valid upto	
13.	EPFC Registration No.	
14.	ESI Registration No.	

15.	Goods and Service Tax Registration No.	

A. LIST OF PREVIOUS/PRESENT CLIENTS (Give the details only):

Name of the Company/Organization	Address	Nature (Govt./ Non Govt.)	Contact No (s)	Period (From –To)	No. of Persons deployed	Credential Reference (please Index)

B. DETAILS OF ANNUAL TURNOVER OF LAST 5 FINANCIAL YEARS:

Financial Year	Gross Annual Turnover	Value of non-recurring items	Net Annual Turnover (without non-recurring items)
2018-19			
2019-20			
2020-21			

2021-22			
2022-23			

Signature of Bidder

LETTER OF PRICE BID

To

The General Manager (HR&A) TPAS, WBSETCL,
Corporate HR&A Department, 8th Floor, D-Block,
Vidyut Bhavan, Sector-II, Block-DJ,
Kolkata, West Bengal, Pin-700091

Dear Sir,

I / We thoroughly examined and understood instructions to tenders, terms and conditions of contract, given in the invitation to tender and those contained in the general conditions of contract and its Annexure and agree to abide by them.

I/We, submit the Price Bid for selection of contractor/agency for supply of Security Personnel at various units of WBSETCL. Our price bid shall be valid for a period of 120 days from the date of opening of the price bid in accordance with the Bid Documents and may be extended, if required, at any time before the expiry of the period.

I / We hereby offer to work at the rates given Sl. No. 1 of the Price Bid which is for items /services mentioned in Section V, which will be firm and shall be binding upon me/us for the entire period of the contract.

I / We agree to furnish Cost of Bid document of (**details need to be furnished**) and EMD (**details need to be furnished**) as in the manner prescribed.

As required no documents are being enclosed with Price Bid.

Signature of Bidder with Seal
Name

Capacity to sign the Tender----------
Full postal Address.....

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 confirm that neither In or the above business nor any of its officers, directors, partners nor any of its employees:

a) am/is/are debarred from participating in any public procurement by any Competent Authority as per law.

b) am/is/are an insolvent or a bankrupt or is in the process of being wound up, or have entered into an arrangement with creditors.

c) has/have been found guilty of professional misconduct by are cognized tribunal or professional body or any Government authority or judiciary.

d) has/have not fulfilled obligation with regard to the payment of taxes, or other payment due in accordance with the laws India.

We further declare/undertake that

1. our firm has an established branch office in the city of Kolkata.
2. We have sufficient space in their office for preservation of the personal files and other documents of the Private Security Guards to be deployed under WBSETCL.
3. we hold a license under the Private Security Agencies (Regulation) Act, 2005 and West Bengal Private Security Agencies (Regulation) Rules, 2007 to execute the job and always maintain their validity during the tenure of contract.
4. the firm is registered under the Employees Provident Fund Organization, the Employees State Insurance Corporation, etc.
5. the Firm is registered with the Goods and Services Tax(GST)
6. we have .....years of experience in similar field.
7. we have experience of providing at an average of not less than 200 (Two Hundred) Security Guards / Security Supervisors / Armed Security Guards per month in the Financial Years 2017-18,2018-19&2019-20.
8. The firms has not been blacklisted on previous occasions by any of the Government Departments /Institutions /Local Bodies /Municipalities /Public Sector Undertakings ,etc need not participate in the tender.

9. The Net Worth of the company is positive.
10. the firm is registered with appropriate tax authorities such as Income Tax, GST etc. and should submit valid certificates of registration with these authorities.
11. we shall bind ourselves to WBSETCL for providing manpower as per tender notice and to provide alternative in case of absence of personnel already deployed.
12. we shall take appropriate action for getting proper license / permission from the concerned authorities, wherever applicable.
13. We shall be solely responsible for all the service matters of my/our employees regarding payment of wages, EPF, ESI (if applicable) and leave etc. and understand that I / We am/are bound to disburse the salary of the Security Personnel directly to their bank accounts through ECS.
14. we shall be responsible for all statutory liabilities under the Contract Labour (R & A) Act, the Payment of Wage Act, the Minimum Wage Act, the Employees Provident Fund and MP Act ,the Employees' State Insurance Act, the Payment of Bonus Act, the Workmen's Compensation Act, the Private Security Agencies (Regulation)Act,2005,etc.
15. we undertake that my/our firm has never remained a defaulter on account of deposition of EPF and ESI contributions.
16. we undertake that the decision of Competent Authority of WBSETCL with reference to the Labour Welfare or Labour dispute shall be binding upon me and shall ensure the compliance of such decision in letter & Sprit.
17. We shall also ensure the safety of property of WBSETCL. In case, of damage to any equipment / property due to delinquency/negligence of our employees, the cost of such damages will be borne by our agency. The decision of WBSETCL in this regard shall be final. In case of any lapse on my/our part or on the part of my/our staff, the WBSETCL authorities may cancel the contract and award the work to another agency and the costs difference may be recovered from me/us and can forfeit the CPG.
18. we shall be bound by the communication of acceptance of the offer dispatched within specified time and we also agree that if the date up to which the offer would remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.
19. The Bid Documents have been downloaded from **https://wbtenders.gov.in con**ntent thereof has been altered /modified by us. In case of detection of any change in the contents of the Bid Documents at any stage, the bid will be liable to be rejected and the EMD will be

forfeited.

20. the entries made in the tender appendix/ schedules annexure attached with the Technical Bid are true and also that I/We shall be bound by the Act of my duty.
21. 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 analogoussituationarisingfromsimilarproceduresunderthelawsandregulationofIndia.

Verified on this ……day of …… of the year That the particulars furnished above are true and correct to the best of my
Knowledge and belief and nothing in material have been concealed or misrepresented there from.

……..(Authorized
Representative and Affiant)
(TheaffidavitmaybesignedandattestedinpresenceofaMagistrate/Notary)

Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.....

Date.....

To,

The General Manager (HR&A),

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

……2023……at……

Witness:

(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Official Address)	(Official Address)

Authorized vide

Power of Attorney No:……..

Date……...

(END OF DOCUMENT)