

WESTBENGALSTATEELECTRICITYDIST.CO.LTD



(AGovt.ofWestBengalEnterprises)
Office of the Divisional Manager, Behala Division
Udayrampur: Kannyanagar: Bishnupur: 24-Pgs (S)
Tel No.& Fax- (033)24808367/68;
Email – dm.bhala@wbasedcl.in

NIT No. : BLD/T/Tender/2023-24/ 111

Date: 19.5.23

NOTICE INVITING e-TENDER

The Divisional Manager, Behala Division, WBSEDCL invites e-Tender only from the bonafide, experienced & resourceful manufacturers/suppliers/Distributors for manufacture, testing, supply and delivery of the following items who have successfully supplied **the tendered items** to WBSEDCL / other Power Utilities / Govt. / Semi Govt. Departments/ Govt. undertaking Organizations/ Govt. Enterprises **during last 5 (five) years in three similar completed works costing not less than the amount equal to 40% of the estimated value or two completed works costing not less than the amount equal to 50% of the estimated cost or one completed work costing not less than the amount equal to 80% of the estimated cost** (Submission of Bid through online).

SL no	Name of the Work	Estimated Cost (Rs)	Earnest Money (Rs.)	Period of Completion after issuance of order	Name & address of the Concerned Office
1	Supply and delivery of LT distribution Kiosk for 100 KVA transformer -60 Nos	4,97,700	99,540	30(Thirty days)	Office of the Divisional Manager Behala Division Udayrampur Kannyanagar Bishnupur 24Pgs S Pin 743503
2	Supply and delivery of 11KV "V" bracket for PCC pole 8M long- 200 Nos	2,12,000	42,400	30(Thirty days)	Office of the Divisional Manager Behala Division Udayrampur Kannyanagar Bishnupur 24Pgs S Pin 743503
3	Supply and delivery of 11KV Top Adaptor for PCC pole 8M long-200 Nos	65,600	13,120	30(Thirty days)	Office of the Divisional Manager Behala Division Udayrampur Kannyanagar Bishnupur 24Pgs S Pin 743504

Terms & Conditions of the E-Tender:

1. Intending bidder should download the tender documents from the website <http://www.wbtenders.gov.in> directly with the help of Digital Signature Certificate. Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently duly digitally signed by the Tenderer through the website <https://wbtenders.gov.in>.

2. Technical Document and Financial Bid should be submitted online on or before as per the 'Date & Time Schedule' stated in Sl.No.-06.

3. The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL DOCUMENT of the tenderer found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and absolute in this respect. The list of Responsive and Non-Responsive Bidders will be displayed in the website.

4. Eligibility criteria for participation in the tender:

Bonafide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. who have successfully supplied the tendered items to WBSEDCL / other Power Utilities / Govt. / Semi Govt. Departments/

Registered Office: Bidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata-700091.

CIN: U40109WB2007SGC113473, Website: www.wbasedcl.in

WBSEDCL

Govt.undertakingOrganizations/Govt.Enterprisesduringlast5(five)yearsinthreesimilarcompletedworkscostingnot less than the amount equal to 40% of the estimated value or two completed works costing not less than the amount equal to 50% of the estimated cost or one completed work costing not less than the amount equal to 80% of the estimated cost.

Documents of Credential (in the form of work completion certificates and payment certificates) of executing similar nature of works.

All intending Bidders are required to upload valid copies of:

- GST registration certificate
- PAN Card.
- I.T Return for last three financial years (2019-2020, 2020-21, 2021-2022)
- Professional tax deposit challan for last month i.e. January
- Trade license
- Registered HSN/ SAC Code as applicable against quoted item.
- Company registration no (if bidder is company)
- GTP and drawing of the materials.

5. Nomobilization /secured advance will be allowed

6. Date & Time schedule:-

Sl.	Particulars	Date & Time
01.	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	29.05.2023 after 12:00 hrs.
02.	Documents sell/download start date (online).	29.05.2023 after 14:00 hrs.
03.	Pre Bid Meeting	02.06.2023 at 15:00 Hrs
04.	Bid Submission upload start date (online)	09.06.2023 at 11:00 Hrs.
05.	Bid Submission upload end date (online)	16.06.2023 at 15:00 Hrs
07.	Date for opening of Technical bid (online) for the Bidders	21.06.2023 at 15:00 Hrs
08.	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	22.06.2023 at 15:00 Hrs.
09.	Date for opening of Financial Bid (online).	The date & time will be intimated after revolution of Techno-Commercial Bid

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

7. **Bid validation:** Bids shall remain valid for a period not less than 180 (One hundred eighty) days after date of Bid opening of tender. Bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the tenderer withdraws the bid before the period of bid validity without giving any satisfactory explanation for such withdrawals, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

8. Earnest Money: The amount of the Earnest Money is enumerated above.

- A bidder desirous of taking part in a tender invited by Offices of WBSEDCL shall log into the e-Procurement portal of Government of West Bengal <https://wbtedclers.gov.in> using his login Id and password.
- The bidders shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:
 - Net-banking through Payment Gateway.
 - RTGS/NEFT Payment:** On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the detail to process RTGS/NEFT transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using

his bank account. Once the payment is made, the bidder will come back to the e-Procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.

- **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 the scanned copy of BG in the EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT.
- 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:**
 - The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
 - Status of NEFT/RTGS payment through challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
 - In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the **total actual EMD amount** is to be paid only through NEFT/RTGS mode (challan mode).
 - 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.
- **Refund/Settlement of EMD Amount:**
 - For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of upload status of any bid.
 - For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
 - 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.
 - For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI.
- Successful bidder(s) shall have to mandatorily **create vendor id through WBSEDCL Web Portal Vendor Code**, if not created earlier.

9. **Security Deposit:** In respect of successful bidder, the Earnest Money after acceptance of Tenders shall be converted as a part of the security deposit. The successful bidder who deposited Earnest Money, balance of necessary 3 % of security deposit

shall be realized from the final bill amount. In all cases the amount to recovery of the final bill will be so adjusted as to make the total amount of security deposit equivalent to 3% value of the contract value.

10. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing Bid and entering into an agreement for the work / works as mentioned in the NIT, before submitting offer with full satisfaction. The costs for visiting the working sites shall be at the bidder's own expense.
11. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of the Bid, the Tender Inviting Authority reserves the right to accept or reject any / all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the Bidder at the stage of Bidding.
12. Payment
will be depended on availability of fund. Intending bidders may consider this criteria while submission of tender and quoting their rate through online.
13. No Conditional Bid / Incomplete Tender will be accepted under any circumstances.
14. At any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process, found incorrect / manufactured / fabricated, that bid will be considered a non-responsive and outright rejected with forfeiture of Earnest Money and action will be taken as per stipulation of IT Rules in force.
15. Before issuance of Letter of Acceptance / Work order, the tender accepting authority may verify the credential & other documents of the lowest bidder so uploaded online if found necessary. If it is found such document incorrect / manufactured / fabricated, Letter of Acceptance / Work order will not be issued in favor of the bidder under any circumstances and action will be taken accordingly.
16. The Tender Inviting Authority reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.
17. The company shall in no way be held responsible or liable for any accident, mishap of any worker during the execution of the work, any loss or damage caused to any equipment of WBSEDCL during execution shall have to be compensated in full as per direction of the Tender Inviting Authority.
18. Standard safety norms as prescribed in the rules and regulations of WBSEDCL have to be religiously followed.
19. Penalty of ½ % per week of delay or part thereof subject to maximum of 2.5 % of the ordered value will be charged on the bill for non-delivery of the materials within time.
20. Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders, General Conditions of Contract of this tender along with the Revised Purchase Policy of WBSEDCL.
21. Price Bid of a bidder will be considered only if his Techno-commercial Bid is found acceptable by WBSEDCL. Decision of WBSEDCL will be final and absolute/binding in this respect. The list of techno-commercially qualified bidders will be displayed in the said website in due course.
22. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.
23. If the offer is submitted without or inadequate Earnest Money, the bid will not be opened. In case of incomplete offer, the tender will be liable for rejection and Earnest Money Deposit will be forfeited.
24. Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.

NOTE:

1. WBSEDCL reserves the right to reject or accept any Bid or part thereof for all Bids received at its sole discretion without assigning any reason(s) whatsoever.
2. Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
3. Tenders submitted after expiry of scheduled date and time shall not be considered.
4. The Bidding Documents are not transferable and cost of the same is not refundable under any circumstances.
5. No interest shall be payable for Earnest Money.
6. Any extraneous conditions will be treated as non-responsive.
7. The Bids must be submitted in prescribed proforma only.
8. Formation of any Cartel, may lead to the cancellation of tenders with period measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.
9. Bidders shall ensure that all pre-requisites are duly fulfilled by them and if there be any dispute regarding non-submission of any document, WBSEDCL reserves the right to cancel the Bid unilaterally without assigning any reasons whatsoever.
10. The bidder is expected to examine carefully all instruction, conditions, forms, schedule terms, annexure, specifications and drawings of the bidding document. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, may lead to rejection.

1.1. Financial proposal:

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to quote the rate online through Computer in the space marked for quoting rate in the BOQ.

Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

2. PRE BID MEETING:

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

3. BIDS SUBMISSION:

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

4. PROCESS TO BE CONFIDENTIAL:

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

5. RIGHT TO REJECT BIDS:

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

6. COST OF BIDDING:

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

7. DETERMINATION OF RESPONSIVENESS:

Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document.

For the purpose of this clause a substantially responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without material deviation, or reservations. WBSEDCL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the bidder by correction.

8. CORRECTION OF ERRORS:

If there be a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit prices shall prevail and total prices shall be corrected.

If there be a discrepancy in figure and word the total amount stated in words shall prevail.

9. EVALUATION AND COMPARISON OF BIDS:

On examination of documents submitted under different covers, WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.

Evaluation of bid will include and will take into account:

- a) WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive.
- b) The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.
- c) Evaluation bid – price of all bidders shall be compared among themselves to determine the lowest evaluation bid and as a result of this comparison, the lowest bid will be selected for award of contract.
- d) Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

10. PROCEDURE OF EVALUATION:

Evaluation of E-Tenders will be done in the following steps: -

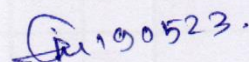
Step-1 The Earnest Money will be examined. The mode and amount of deposit must be in conformity with requirements set forth in the "Earnest Money" clause, failing which the bid is liable for rejection without opening the covers.

Step-2 Techno-Commercial Evaluation for two-part bidding: Only those bids meeting the requirements of previous step will be examined and assessed. The bidders will be intimidated about the non-compliance of various techno commercial requirements and asked for conforming compliance with the condition of bidding document. In case, it is felt necessary by WBSEDCL that post bid discussion are required. The same will be carried out individually with each bidder. The bidders will be required to confirm compliance with all the conditions of bidding documents. No clarification will be asked from the bidder in this regard.

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

11. **Correspondence:** Any notice to the contractor under terms of the contract shall be served at register mail or by hand at the contractor's principal place of business. Any notice to the owner's principal office in the manner.
12. No agent is allowed to participate in the Tender. Original bidder will only be allowed in the tender.
13. **Acceptance of Tender:** - On opening of Techno -Commercial Bid s(Part-I) the same shall have to be evaluated both in technical and commercial aspects, the tenderers whose offers are found to be acceptable may be consider for opening of their respective price bids (Part-II). If there may be found any dispute regarding non-submission of any documents, Annexure, Tender Fees or Earnest Money, WBSEDCL reserves the right to cancel that bid ultimately without assigning any reason whatsoever. WBSEDCL is not bound to accept the lowest tender and reserves the right to cancel any or all the tenders unilaterally.
14. **Rate:** - The rate should be quoted inclusive of delivery charges but excluding of GST. The rate is Firm for entire delivery period. No escalation of rate, if any, may be considered except in the event of any new taxes/levies making into force due to Govt. Legislation /notification or by any of the statutory body, the same will become applicable to the concerned party from the effective date.
15. No price preference will be allowed to any tenderer based on the size of the industries or geographic location. Co-operative Society will not be considered with separate status.
16. Payment on submission of bill after completion of work would be made by concerned authority. Bill alongwith signed challan's to be submitted in triplicate mentioning in each the GST registration no. and HSN/SAV code alongwith the items to The Divisional Manager, Behala Division for payment by the Manager(F&A), Behala Division in due course.
17. Any further information may be had from the website: www.wbsedcl.in and the following office time to time.
18. All correspondences with regard to above shall be the following address:

Office of the Divisional Manager
Behala Division
Udayrampur Kannyanagar
Bishnupur 24Pgs S Pin743503


(I. Chakraborty)
Divisional Manager
Behala Division

SECTION-B

GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION FOR ELECTRICAL WORKS

1. Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <http://wbtdenders.gov.in> (the web portal). The contractor is to click on the link for e-Tendering site as given in the web portal.
2. The intending bidder(s) required to quote the rate item wise in the BOQ.
 - a. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against the contract.
 - b. Price indicated in the schedule of prices deemed to include all the levies / duties / cess & all other incidentals payable as per statute. Relevant Goods and Service Tax rules are applicable for the work. The estimated cost is exclusive of Goods and Services Tax. It will be paid to the appropriate authority/agency as per prevailing rates and rules in force.
3. WBSEDCL, who does not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annul the Bidding processes and reject all Bids at any time prior to the Award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for WBSEDCL's (Tender Accepting Authority) action.
4. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection.
5. Bid shall remain valid for a period not less than 180 (One hundred eighty) days after date of Bid opening of tender.

6. Definition of terms:

In writing these General Conditions of Contract, Specification and Bill of Quantity / Bidding Schedule (Schedule of work), the following words shall have normally the meanings here-in-after indicated unless there is something in the subject matter of content inconsistent with such construction.

- The *Company/Purchaser/Owner/Department* shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), having its office at **Behala Division, WBSEDCL**.
- The *Engineer-in-Charge / Controlling Officer* shall mean the Engineer deployed by the company for the purpose of this contract.
- *Company's representatives* shall mean any person or persons of WBSEDCL appointed by the Company and shall include the contractor's executor's administrators, successor and permitted assignees.
- The *Contractor* shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successor and permitted assignees. The *work Site* shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.
- The *terms Service* shall mean all work to be undertaken by the Contractor as laid down under the head 'Scope of Work' or elsewhere in the specification enclosed. When the words '*approved*', '*subject to approval*', '*as directed*', '*accepted*', '*permitted*' etc. are used, the approval, judgment, direction etc. are understood to be a function of company.
- *Writings* shall indicate any manuscript, typewritten, printed or other statement reproduced in any visible form.
- *Date of Contract* shall mean the date on which the notification of award of contract/letter of award/telex award has been issued.
- *Zero Date* will be reckoned from the date of handing over of site.

7. Scope of work:

The contract comprises of supply & delivery of tendered items to the Behala Divisional Store.

8. **Description of the material:** Enclosed in annexure 4.

9. INSPECTION & TESTING

The successful bidder shall intimate the Controlling Officer for making necessary programme of inspection of the materials.

10. Guarantee:

In the event of any defect in the equipment/materials arising out of faulty design, materials, workmanship within a period of **12 (Twelve) months** of delivery, the supplier shall guarantee to replace the same to the satisfaction of the purchaser. If the supplier fails to do so within a reasonable time, WBSEDCL reserves the right to effect replacement by any other agency and recover charges for replacement from the supplier.

11. Delivery Clause :-

The tendered items will be delivered by the supplier at Behala Divisional store, within the prescribed time period mentioned in NIT but after successful inspection & testing i.e. within 30 days.

12. Extension of Time:

An extension of time without imposition of liquidity damage, may be granted for delay in supply of tendered items provided there is no fault whatsoever on the part of the supplier. Such extension may only be granted on the basis of application to be submitted by the supplier who has to establish that the extension of time required by him is not due to his fault.

13. Liquidated Damage:

If the Supplier shall fail to complete the works within the time prescribed herein or extended time for completion, then the Supplier shall pay to the WBSEDCL a sum amounting to ½% (half percent) of the value of works as liquidated damages of such default for every week or part of a week which shall elapse between the time prescribed or extended time as the case may be and the date of completion of the works subject to a maximum of 2.5% of the total contract price.

The WBSEDCL may, without prejudice to any other method of recovery deduct the amount of such damages from any money in their hand due or which may become due to the supplier. The payment for deduction of such damages shall not relieve the supplier from his obligation to complete the works or from any other his obligations and liabilities under the contract.

14. General Requirement:

- a) **Cost of Bidding:** The Contractor shall bear all cost associated with the preparation and submission of their bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conductor or outcome of the bidding process.
- b) **Correctness and sufficiency of rates quoted in the tender:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and the rates and prices quoted by him in the schedule of the items. The rates and prices quoted shall cover all obligation of the tenderer under the contract and all materials and things necessary for the proper completion and maintenance of the works.

15. Company's Right to Terminated Contract:

- a) If the supplier fails to supply the material within 20 days from the date of issue of Letter of Intent / Purchase Order, the WBSEDCL shall have the right to cancel the Letter of Intent / Purchase Order with forfeiture of earnest money (Converted into initial security) without giving any notice to the supplier.
- b) If the supplier neglects or fails to supply the material proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time for completion or within the extended time approved by the WBSEDCL, the WBSEDCL shall have right to terminate the Work Order / Letter of Intent after giving notice in writing to the supplier. If the supplier fails, after 7 (seven) days of such notice, to proceed with the work in the matter notified, the WBSEDCL shall terminate the contract. In that case the WBSEDCL shall engage other agency to supply the material. Extra cost, if incurred

to get the unfinished work done through other agency, will be realized from him, from his pending bills and security money. In the contract terminated as above, the supplier shall have no claim for compensation against the WBSEDCL for any loss or deterioration of any material that they may have collected or engaged or entered into an account of the work.

16. Force Majeure:

The contractor shall not be liable to pay any liquidated damage for delay / failure to perform the contract for reasons of force majeure such as act of God, act of the public enemy, acts of Governments, fire, flood, epidemics, quarantine restriction, strikes, freight bargos and provided that the contractor shall within 10 (ten) days from beginning of such delay notify the Company in writing of the cause of delay. The Company shall verify the fact and grant such extension as found to be justified without imposing liquidated damage.

The department shall not be responsible or liable to pay any compensation for any interruption in work at the site due to strike, lockout, riot, earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. The department shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work.

17. Controlling officer:

The D.E. & Divisional Manager, Behala Division

18. Paying Officer:

Asst. Manager (F&A), Behala Division

19. Miscellaneous:

- a) During the supply of the materials, if any, problem arises which is not covered by the specifications, the suppliers shall seek necessary clarification and instruction from WBSEDCL. Such instruction shall be binding on the supplier and shall be observed in full.
- b) The Supplier shall make his own arrangement for the labor, equipment, tools and tackles and construction materials, construction water, office/labor accommodation, water supply, sanitation.
- c) The Supplier shall strictly follow the construction safety rules, regulations and instructions issued from time to time. In absence of any particular reference the Supplier shall refer to the Indian Standard and also the State Government rules and regulations.

Annexure-1

LETTERHEAD OF BIDDER (AS ENROLLED ONLINE ON e-Tendering PORTAL OF NIC)

To

The Tender Committee

Sub: Letter of Bid for

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

Ref: 1. NIT No:

Dated:

2. Tender Id No:

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the EMD being submitted by us have been furnished on-line.

This Bid and your subsequent Letter of Acceptance/ Work Order shall constitute a binding contract between us. We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

Signature of the Tenderer

Dated

Annexure-2

MANDATE FORM BY VENDOR FOR RTGS/NEFT PAYMENTS

(TO BE FILL IN BLOCK LETTER)

1. NAME OF THE VENDOR:

2. ERP VENDOR NO:

3. Vendor Type: Company/Partnership/Proprietorship/Self Help Grp/ HUF/Others (To be specified)

4. ADDRESS:

.....

5. TELEPHONE NO. & FAX NO:

6. MOBILE PHONE:

7. Email:

8. P.A.N. NO. (MANDATORY):

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9. GST REGISTRATION NO:

10. PARTICULARS OF BANK ACCOUNT (One cancelled Cheque is to be enclosed)

i) Name of Account Holder:

ii) BANK NAME:

iii) BRANCH NAME & ADDRESS:

iv) BANK BRANCH TELEPHONE NO:

v) Account type (whether SB or Current):

vi) ACCOUNT NO:

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vii) BANK'S MICR CODE:

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viii) BANK'S IFSC CODE:

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11. DECLARATION OF THE PARTY:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or Not Affected at all for reason of incomplete and incorrect information, WBSEDCL will not be held responsible.

Date:

Signature of the Vendor

Annexure-3

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

(For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I, Partner /Legal Attorney /Accredited Representative of M/s.solemnly declare that:

1. We are submitting Tender for the job/supply of.....
2. None of the Partners of our firm in relative of employees of.....
3. All information furnished by us In respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/Credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

Signature of the Tenderer

Dated.....

Annexure-4

SL no	Name of the Work	Description
1	Supply and delivery of LT distribution Kiosk for 100 KVA transformer -60 Nos	L.T.Kiosk size 1200×1000×375 mm made of 16SWG M.S sheet with proper handle and 2 nos. wedge type locking arrangement and one hatch bolt and bus-bar for phase and neutral made of 1.5 × 3/8" & 1.5×3/4" ALM respectively 4 Nos. 40×6 mm. M.S.Flat welded on the back of the sheet for fixing the kiosk with D.P and all the terminal connecting points will be provided with 1/2" ×3/2" bolts & nuts and washer. Kiosk should be painted with one coat of red oxide paint in the inside and two coats of synthetic enamel grey paint on the outside. On the right door of the kiosk nameplate written "Property of BEHALA DIVISION, WBSEDCL" and on the left door caution board "DANGER,11KV" should be fixed.
2	Supply and delivery of 11KV "V" bracket for PCC pole 8M long- 200 Nos	Please refer drawing vide no: RE/LF/44
3	Supply and delivery of 11KV Top Adaptor for PCC pole 8M long-200 Nos	Please refer drawing vide no: RE/LF/44