



# West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)  
Diamond Harbour Division: Diamond Harbour -743331

Office of the Divisional Manager, WBSEDCL.  
Administrative Building, 1<sup>st</sup> Floor,  
Diamond Harbour 33/11KV Sub-Stn. Complex  
Madhabpur, PO+PS-Diamond Harbour  
Diamond Harbour, South 24 Parganas.  
Ph.: 03174-257446/255011

Regd. Office of WBSEDCL: Vidyut Bhavan  
Block-DJ, Sector – II, Bidhannagar, Kolkata-91  
Website – [www.wbsecl.in](http://www.wbsecl.in)  
Corporate ID No. (CIN)-U40109WB2007SGC113473

## INVITATION OF e-TENDER

NIT NO:DHD/E-TENDER/25-26/934

Date: 10.12.2025

E-tender in two parts is invited from bonafide, experienced and resourceful suppliers/ contractors of WBSEDCL, WBSETCL, DPL, PGCIL, NTPC and other Central Government / State Government / Semi Government undertaking for the following works:

Sl. No.	Name of the material	Material Code	Estimated Amount	Bid Guarantee / EMD	Completion Time
1	Supply and delivery of 13000 Mtrs. of 6mm Silicon Pipe	0508041421	Rs. 4,94,000.00/- (Four Lakh Ninety-Four Thousand Rupees) Only	Rs. 9,880/- (Nine thousand eight hundred eighty) Only	Within 30(Thirty) Days from receiving/accepting of formal order/ Award of Contract.

- **Cost of Bid Documents: N.A.**
- **Technical specification shall be as laid down in Annexure-IX**
- **Delivery address: Diamond Harbour Divisional Store.**
- **No agent is allowed to participate in the Tender. Only Manufacturer or authorized distributor is allowed to participate in the bidding process.**
- **Authorization certificate i.r.o. the material from the OEM is to be submitted by the bidder along with other credential documents**
- **Type test report (ERDA) is required.**

Intending bidders desirous of participating in the tender are to log on to the website <https://wbtenders.gov.in>. The tender can be searched by typing WBSEDCL in the search engine provided in the website. Further, for other details including qualifying requirements please visit [www.wbsecl.in](http://www.wbsecl.in) or office notice board of DIAMOND HARBOUR DIVISION, Administrative Building, 1st Floor, Diamond Harbour 33/11KV Sub-Stn. Complex, Madhabpur, PO+PS-Diamond Harbour, Diamond Harbour, South 24 Parganas

## KEY DATES

Sl.No	Particulars	Date & Time
1	Publishing Date	11.12.2025 at 10:00 hrs
2	Documents sell/download start date (Online)	19.12.2025 at 11:00 hrs
3	Bid Submission upload start date (online)	19.12.2025 at 12:00 hrs
4	Bid Submission upload end date (online)	09.01.2026 at 15:00 hrs
5	Date for opening of bid (online)	13.01.2026 at 15:00 hrs

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

## **INVITATION OF BID**

**1. SCOPE OF WORK:**

As mentioned in pre-page.

**2. TECHNICAL ELIGIBILITY CRITERIA OF THE BIDDER:**

A. The bidder must have successfully supplied same or similar nature of Electrical items to Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. during last seven years (date of completion of work should be on or after 09.09.2018) subject to fulfillment of the following criteria:

- a. Three similar completed works each of the contracts comprising of executed value not less than the amount equal to 40%
- Or
- b. Two similar completed works each of the contracts of executed value not less than the amount equal to 50%
- Or
- c. One similar completed work of executed value not less than the amount equal to 80%

B. Bidders are required to upload scanned copy of the following documents against the eligibility criteria

- a. Completion Certificate/Payment Certificate of the Ordering Authority i.f.o. the Bidder (Mandatory)
- b. Performance Certificate against the above (if any)

**C. One sample of each material is to be submitted at Diamond Harbour Divisional Store physically strictly as per the Date & Time schedule given in Page-1. The tag with the sample should contain the name of the sample along with the Brand name, name of the manufacturing company as well as the name of the vendor/bidder. For a valid tender, sample has to be approved by the Divisional Authority (Sample Approval Committee). The Financial Bid of the bidders, whose samples aren't approved, will not be opened for Financial Evaluation & henceforth they will be deemed disqualified. Rejected samples can be taken away by the respective vendor/bidder. After LOA is awarded, the awardees can adjust the sample with the delivered material lot.**

**3. COMMERCIAL ELIGIBILITY CRITERIA OF THE BIDDER:**

- a. Average annual turnover during last three financial years (**i.e. 2022-23, 2023-24 and 2024-25**) shall not be less 30% of the estimated cost.
  - b. Working capital in the year, last / preceding the year of bid submission (**i.e. 2024-25**), shall not be less than 30% of the estimated cost.
  - c. In case documents certifying credit facility (**Refer Annexure-VI**) from a scheduled Bank is submitted, the requirement given in clause no (b) shall be judged by adding available credit facility and working capital taken together.
  - d. Annual Audited Financial Report for last three financial years (**i.e. 2022-23, 2023-24 and 2024-25**) to be submitted for verification in respect of bidders for whom audit of accounts is mandatory. For those whose audit of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA & 3CB and particulars as reported in the Form 3CD u/s 44AB of Income Tax Act'1961) for last three financial years (**i.e. 2022-23, 2023-24 and 2024-25**).
4. **OTHER ELIGIBILITY CRITERIA:** for complete list of documents needed to be uploaded, refer to sl. 6 of INSTRUCTION TO BIDDERS
5. Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt. of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available on the website.
6. **EMD can be deposited in the online mode only. Earnest Money Deposit in any other form or amount as stated below will not be accepted.**
- a. For deposition of EMD through online mode (Bank Name-ICICI Bank Ltd., A/C No.-193405000657, Account Title- West Bengal State Electricity Distribution Company Ltd., Account Type-Current, IFSC Code-ICIC0001934, MICR Code-700229096, ICICI BANK LTD., BLOCK-A, ECOSPACE BUSINESS PARK, RAJARHAT, KOLKATA-700156.)
  - b. Exemption from deposition of Earnest Money Deposit (EMD) shall not be allowed under any circumstance.
  - c. No interest shall be payable for Bid Guarantee / EMD.
7. WBSEDCL reserves its right to take decision keeping its financial interest. The provisions of Purchase Policy of WBSEDCL with subsequent amendment will be applicable.
8. If the offer is submitted without or inadequate Earnest Money Deposit, 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.

9. **The offer against tender should remain valid for a minimum period of 120 days from the next day of opening of the tender. However, WBSEDCL may, on the merit of case, request extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.**
10. Any evidence of unfair trade practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.
11. WBSEDCL is not bound to accept the lowest tender and reserves the right to cancel any or all the tenders unilaterally.
12. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.
13. Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders of this tender along with the Revised Purchase Policy of WBSEDCL.
14. 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.
15. Conditional / Incomplete tender will not be accepted under any circumstance.
16. Labour Welfare Cess @ 1% (one percent) of bill value will be deducted from the bill, if applicable.
17. **Bidders are to keep track of all the Addendum/Corrigendum issued with a particular tender and upload all of the above duly digitally signed along with the NIT. Tenders submitted without the Addendum/Corrigendum will be treated as incomplete and liable to be rejected.**
18. WBSEDCL reserves the right to go to divisible contract, if necessary.
19. WBSEDCL is not necessarily bound to accept the lowest offer.
20. Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
21. Tender submitted after expiry of scheduled date and time shall not be considered.
22. The Bidding Documents are not transferable under any circumstances.
23. Any extraneous conditions will be treated as non-responsive.
24. The Bids must be submitted in prescribed Proforma only.
25. 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.
26. The bidder is expected to examine carefully all instruction, conditions, forms, schedules, terms, annexures, 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.
27. The document uploaded by the bidders should be legible otherwise the bid will be rejected without any prejudice.
28. Bid evaluation will be conducted on the basis of final documents uploaded by the bidders within last date and time of online bid submission. WBSEDCL reserves the right to instruct the bidders to submit hard copy of any relevant document (and to produce the original documents for verification) during scrutiny & evaluation of bids. Bidders' failure to comply to such instruction may lead to rejection of their bid.
29. In case the quoted rate by the bidders is in the range of (-)20% to (-) 80% of the estimated amount, the contractor shall furnish an Additional Performance Security in the format given in **Annexure-VIII** which shall be equal to 10% of the tendered amount. (As per memo no: 82(5)-POW-13099/3/2018-SECTIONS (POWER) dated 05.07.2021 of Govt. of West Bengal, Department of Power). The Additional Performance Security shall be submitted in the form of Bank Guarantee issued by any Scheduled Commercial Bank as per enclosed format before placement of award of contract.
30. Work Order & Payment of work will be depended on availability of fund. **The Divisional Manager, Diamond Harbour Division, WBSEDCL shall act as Controlling Officer. The Assistant Manager (F&A), Diamond Harbour Division, WBSEDCL shall be the paying authority. The Store-In-Charge, Diamond Harbour Divisional Store, WBSEDCL shall be consignee. The Divisional/ Assistant Engineer (IT&C), Diamond Harbour Division shall be the Supervising Officer** of the work under whose guidance and direction the works will be executed.

### **INSTRUCTION TO BIDDERS**

1. **General guidance for Tendering:** Instructions / Guidelines for electronic submission of the tenders online have been annexed for assisting intending bidders to participate in e-Tendering.
2. **Registration of Contractor:** Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System of West Bengal by logging onto <http://www.wbtenders.gov.in> (the web portal) the contractor is to click on the link for e-Tendering site as given on the web portal.
3. **Digital Signature certificate (DSC):** Each contractor 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-2 above. DSC is given as a USB e-Token.
4. **Downloading of Tender documents:** The contractor can search & download NIT& Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause-2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
5. **Participation in more than one work:** A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a Firm, Society, Company, Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License), Co-operative Society (Society Registration copy, valid Trade License). If found applied severally in a single job, all his offers will be rejected for that job.
6. **Submission of Tenders:** Tenders are to be submitted online at the website stated in Clause-2 above, in two folders at a time, one in Technical Proposal & other in Financial Proposal before the prescribed date & time using Digital Signature Certificate (DSC). The documents are to be uploaded in the form of virus scanned copy duly Digitally Signed. The uploaded Documents will get encrypted (transformed into non-readable formats).

#### **A. Technical proposal**

The Technical proposal should contain scanned copies of the following statutory/non-statutory/technical documents arranged in manner as prescribed below. "Click" the check boxes beside the necessary documents in the "My Document" list, next click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents (Statutory documents).

The bidder shall have to go through all the "Annexures" enclosed in this bid document and submit the filled in Proforma of the appropriate / relevant Annexure with the bid document putting signature with seal of the firm.

SL	Category Name	Sub-category Description	Details
A.	EMD	EMD	Scanned copy of documents regarding online submission of EMD.
B.	Certificates	Certificates	a) PAN Card b) GST Registration No. c) Professional Tax Paid Certificate for the last financial year d) Authorization certificate i.r.o. the material from the OEM
C.	Credentials	Credential	Necessary documents regarding supply of same or similar nature of Electrical items during last seven years (date of completion of work should be on or after 09.09.2018) which is applicable for technical eligibility in this tender <b>(As per Sl. No. 2 of Invitation of Bid)</b>
D.	Declarations	Declarations	a) Letter of Undertaking by the Bidder ( <b>Annexure- I</b> ) b) Letter of Bid for the Work ( <b>Annexure- II</b> ) c) Declaration of Black Listing / Holiday Listing ( <b>Annexure- III</b> ) d) Self-declaration by Proprietor / Partner / Authorized Signatory of the Bidding Firm / Company for not being blacklisted / debarred / put on holiday list ( <b>Annexure- IV</b> ) e) Declaration regarding no litigation against WBSEDCL ( <b>Annexure- V</b> ) f) Performa of Agreement ( <b>Annexure- VII</b> ) (To be submitted by L-1 bidder after Award of Contract, if mentioned in AOC) g) Additional Performance Guarantee ( <b>Annexure- VIII</b> ) (To be submitted by L-1 bidder as per Clause 29.0 of Invitation of Bid)
E.	Company Detail(s)	Company Detail	a) Proprietorship Firm (Valid Trade License).

			b) Partnership Firm (Valid Partnership Deed, Valid Trade License and Power of Attorney) c) Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License and Power of Attorney). d) Co-operative Society (Society Registration copy, Valid Trade License Current Year, No Objection Certificate issued by the Assistant Register of Co-Op(S)(ARCS), Valid bye laws and Power of Attorney).
<b>F.</b>	Financial Information	Financial Information	a) Annual Audited Financial Report for last three financial years ( <b>i.e. 2022-23, 2023-24 and 2024-25</b> ) to be submitted for verification in respect of bidders for whom audit of accounts is mandatory. For those whose audit of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA & 3CB and particulars as reported in the Form 3CD u/s 44AB of Income Tax Act'1961) for last three financial years ( <b>i.e. 2022-23, 2023-24 and 2024-25</b> ). b) In case documents certifying credit facility from a scheduled bank is submitted in the form of <b>Annexure-VI</b> , the requirement that – working capital in the year, last / preceding the year of bid submission (i.e. 2023-24), shall not be less than 30% of the estimated cost, shall be judged by adding available credit facility and working capital taken together.

**B. Financial Proposal:**

Price bid should contain the priced "Bill of Quantities" (BOQ) in one cover (folder). The rate to be quoted in the BOQ on "percentage basis" in the space marked for quoting rate (either excess, less or at par i.e. 0.00%). Quoted rate will be encrypted in the BOQ under Financial Bid. **(Only downloaded copy of the above document is to be uploaded, virus scanned and digitally signed by the bidder).**

**Note: Failure of submission of any of the above-mentioned documents (as stated in A and B) will render the tender liable to summarily rejected.**

- 7. VALIDITY OF BIDS:** Price bid of the tender shall be opened within a stipulated time limit from the date of opening of Part-A as per Sl. 6 above, preferably within 30 (thirty) days. Bids shall remain valid for a period of **180 (one hundred eighty) days** from the day of opening of financial bid of the tender. However, prior to expiry of the original Validity Period, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further period of maximum 90 (ninety) days without any change in terms & conditions of the offer. The bidder may refuse the request without forfeiting his Bid Security / EMD.

**8. GENERAL INSTRUCTIONS FOR ONLINE PAYMENT OF EMD:**

- 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 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.

**9. REFUND/SETTLEMENT OF EMD AMOUNT:**

- If Mode of Payment is Online:**
  - 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.
  - For successful bid(s), Earnest Money shall be refunded only after submission of Security Deposit in two parts @ 2.5% each of a total value of the order placed on the tenderer. All security deposit should be in the form of B.G. from any scheduled Bank in India. In the BG there must be provision for payment at Kolkata in case of invoking.

In addition to the Security Deposit as mentioned above,

- Additional Performance Security equal to 10% of the ordered value for bid of the items having variation of -20% to -50% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order

- ii. Additional Performance Security equal to 20% of the ordered value for bid of the items having variation over -50% to -80% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order

This Security Deposit (i) & (ii) above shall remain valid upto the time of completion of supply of materials, with an additional claim period of further six months.

- c. **Successful bidder(s) shall have to mandatorily create vendor ID through WBSEDCL Web Portal Vendor Corner if not created earlier.**
- d. 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.
- e. **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.**

**The bid guarantee/EMD shall be forfeited:**

- a. If during the period of validity specified by the bidder, the bidder withdraws/modifies its bid as a whole or part.
- b. If bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
- c. In case of successful bidder, if bidder fails to accept LOI/Order unconditionally and sign contract and to furnish the contract performance bond as per enclosed Performa.

**10. PRE-BID MEETING:**

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

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

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

**13. BID OPENING:**

- a. Bid Guarantee/EMD shall be opened by WBSEDCL online on the stipulated date of its submission and will be scrutinized.
- b. Techno-commercial bids shall be opened only for those bidders whose EMD has been found in order.
- c. WBSEDCL will scrutinize and evaluate techno-commercial bid offline. After that, the list of techno-commercially qualified bidders and date & time of price bid opening will be notified in the web portal.
- d. WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.
- e. WBSEDCL reserves the right to instruct the bidders to submit hard copy of any relevant document (and to produce the original documents for verification) during scrutiny & evaluation of bids. Bidders' failure to comply to such instruction may lead to rejection of their bid.

**14. PROCESS TO BE CONFIDENTIAL:**

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

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

**16. DETERMINATION OF RESPONSIVENESS:**

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

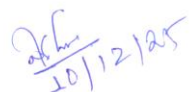
- b. For the purpose of this clause a substantially responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without material deviation, or reservations. WBSEDCL's determination of bid's responsiveness shall be based on the contents of the bid itself and provisions laid down in Sl. 13 above.
  - c. If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the bidder by correction.
- 17. CORRECTION OF ERRORS:**
- a. If there be a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and total price shall be corrected.
  - b. If there be a discrepancy in figure and word the total amount stated in word shall prevail.
  - c. The bidder should strike out clearly the portion which is not applicable i.e. above/at par/ below in the price sheet. If the same is not followed, the corresponding part(s) shall be considered below the estimated price and evaluation of tender shall be made accordingly.
  - d. If the percentage rate column is left blank, the bid shall be rejected.
- 18. TIME SCHEDULE:** The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the bidding document.
- 19. EVALUATION AND COMPARISON OF BIDS:**
- a. On examination of documents submitted under different covers, WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.
  - b. Evaluation of bid will include and will take into account:  
Bids determined to be substantially responsive. The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document. Evaluated bid-price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison; the lowest bid will be selected for award of contract.
  - c. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
- 20. PROCEDURE OF EVALUATION:** Evaluation of tenders will be done in the following steps:
- a. Step-I: The Bid Guarantee will be examined. The mode and amount of deposit must be in conformity with requirements set forth in the "Bid Guarantee" clause, failing which the bid is liable for rejection without opening other covers.
  - b. Step-II: Techno-Commercial Evaluation for two-part bidding: Only those bids meeting the requirements of previous step will be examined and assessed. The bidders will be intimated about the non-compliance of various techno commercial requirements and asked for conforming compliance with the condition of bidding document, if allowed by the authority. In case, it is felt necessary by WBSEDCL that post bid discussion are required, the same will be carried out individually with each bidder. The bidders will be required to confirm compliance with all the conditions of bidding document.
  - c. Step-III: 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 requirements of previous steps will be opened on subsequent pre-intimated date. Price bid of the bidders who do not fulfill the Techno-Commercial requirements shall not be opened.
- 21. AWARD OF CONTRACT:**
- a. Award of Contract: WBSEDCL will award the contract to the successful bidder whose bid has been determined to be substantially responsive, qualified to satisfactorily perform the contract and evaluated as the lowest bidder.
  - b. WBSEDCL's Right to accept or reject Bids
  - c. The right to accept the tender will rest with the Owner. The Owner, however, does not bind himself to accept the lowest bid, and reserves to itself the authority to reject any or all the bids received without assigning any reason whatsoever. At the option of the Owner, the work for which bids have been invited, may be awarded to one Contractor or may be split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rate of the bidder should hold good for such eventualities.
  - d. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.
  - e. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the bidders who resort to canvassing will be liable to rejection.
  - f. WBSEDCL reserves the right to accept or reject any bid, and to annul the bid process and reject any or all the bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidder of the grounds for WBSEDCL's action.
  - g. Placement of Letter of Award/Order: After approval of bid evaluation by WBSEDCL, WBSEDCL may, at its sole discretion, invite the successful bidder for a pre-award discussion. After such pre-award discussion and prior to the expiry of validity of bid of the successful bidder, WBSEDCL will notify the successful bidder of acceptance of their bid in writing by issuing a detailed Letter of Award (L.O.A.)/Order(mentioned as L.O.A./Order hereinafter and elsewhere in this bid document) in duplicate. The

successful bidder sign and return one copy of the L.O.A./Order to WBSEDCL as an acknowledgement of unconditional acceptance of the same within 7 (seven) days of issue of L.O.A./Order.

- 22. Technical Drawing & Specification:** The work shall be carried out as per the instruction and to the satisfaction of the Supervising officer in accordance with the drawing, the specification and schedule as uploaded with the NIT and also as per any further drawings which may be supplied, all instructions which may be given by the Supervising Officer from time to time.
- 23. TAXES, DUTIES AND OTHER LEVIES:**
- The contractor shall be solely responsible for the taxes that may be levied on the contractor's persons or on earnings of any office employee and shall hold the purchaser indemnified and harmless against any claims that may be made against the purchaser. The WBSEDCL does not take any responsibility what-so-ever regarding taxes under Income Tax Act, for the contractor or his personnel. If it is obligatory under the provisions of Income Tax Act, deduction of Income Tax at source shall be made by WBSEDCL.
  - All other duties / levies payable (excluding GST) by the bidder shall be included in the bid price and no claim on this behalf will be entertained by WBSEDCL.
  - GST at specified rate shall be payable / allowable over & above the contract price to the selected bidder having GST registration, GSTIN.
- 24. RIGHT TO REJECT BIDS:**WBSEDCL reserves the right to accept or reject any bid and to anal the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.
- 25. LAWS GOVERNING CONTRACT:** The contract shall be binding according to Acts/Laws in force in the country and shall be under the jurisdiction of Calcutta High Court.
- 26. LANGUAGE AND MEASURES:** All documents pertain to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions, drawings or any other writings be written in English language. The metric system of measurement shall be used exclusively in this contract.
- 27. CORRESPONDENCE:** Any notice to the contractor under terms of the contract shall be served by register mail or by hand at the contractor's principal place of business. Any notice to the owner shall be served at the owner's principal office in the same manner.
- 28. CORRUPT OR FRAUDULENT PRACTICE:**WBSEDCL expects that bidders/suppliers/contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the owner defines for the purpose of this provision, the terms set forth below as follows:
- "Corrupt Practice" means the offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
  - "Fraudulent Practice" means misrepresentation of facts in order to influence the procurement process of the execution of a contract to the detriment of WBSEDCL and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive WBSEDCL of the benefits of free and open competition.
  - Will reject a proposal for award if WBESDCL determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
  - Will declare a Firm ineligible either indefinitely or for a stated period of time if WBSEDCL determines any time that the firm has engaged in corrupt or fraudulent practices in competition for, or in executing the contract.
- 29. Insurance:** The bidder on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law in force to protect the interests of WBSEDCL against all perils. The form & the limit of such insurance together with underwriting in each case shall be acceptable to WBSEDCL. However, irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be contractor's alone.
- 30. Security Deposit:** The Successful bidder within 7 (seven) days of receipt of award of contract, shall submit his unconditional acceptance in writing failing which the Department shall have the right to terminate the LOI / Order as per rule and earnest money, submitted along with the tender will be forfeited. On receiving bidder's acceptance for the work the earnest money deposited with the tender will be automatically converted to form a part of security money deposited. Security money already taken shall constitute not less than 10% (ten percent) of the total value of works as actually done. All security money shall be refunded after expiry of the period of maintenance which shall be 12 (twelve) months normally, if not otherwise mentioned in the work order) after completion of the work. This period of maintenance shall be counted from the delivery date of items.
- 31. Defect Liability Period:** The term 'Defect Liability Period' shall mean the period of 12 (twelve) months from the date of supply of the materials. If any defect is found within the defect liability period, the supplier shall be liable to rectify / replace the material at their own cost and responsibility. Defects / rectification work so notified shall have to be attended and completed satisfactorily within 15 (fifteen) days. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the Security money already retained from the supplier. After completion of Defect liability period, and on completion of satisfaction rectification of defect, if any reported within the defect liability period, and on receipt of the application from the supplier, controlling officer of the work shall recommend for refund of the Security money.



- 32. Accident Risk:** The contractor shall be wholly responsible for any accident sustained by any worker during execution of the job under him or any civilian whether connected or not with the execution of the work. WBSEDCL in no way will be held responsible in connection with any accident if occurs during execution of the work and till such time the completed installation is taken over by the Company.
- 33. Force Majeure:** The supplier 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 embargos and provided that the supplier 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.
- 34. 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 and the same application is to be approved and confirmed by Controlling Officer.
- 35. 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.
- 36. Terms of Payment:** Payment on submission of bill after completion of delivery would be made as per delivery schedule. Bill along with signed challan's to be submitted in triplicate mentioning in each the GST registration number and HSN / SAC Code along with the items to the controlling officer, WBSEDCL.
- 37. Completion of Contract:** All work under the contract must be completed by period of completion mentioned in NIT while portions of work as per program settled in consultation with the controlling officer shall be completed by the date stipulated in the said program. It is to be noted that time is the essence of the contract and any default on the part of the supplier to complete the work within the stipulated date/dates aforesaid or within the time as may be extended in writing by the Controlling Officer subject to payment of liquidated damages, the WBSEDCL shall have the right, without prejudice to any other clauses, to terminate contract forthwith and to take possession of the balance work/materials and have the same allotted to any other agency and the supplier shall be liable to compensate the loss that may be occasioned to the WBSEDCL on that account. Any letter in writing by the Controlling Officer shall be treated as conclusive on behalf of the WBSEDCL.
- 38. Repeat Order:** The Company may procure the material by placing repeat order maximum up to limit of 50% of the value of the original order on successful performance of the contract at the existing rates, Terms and condition if agreed by the bidder.

  
DIVISIONAL MANAGER  
DIAMOND HARBOUR DIVISION  
WBSEDCL

## **ANNEXURE –I**

### **PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER**

(On Letter Head of Bidder, as enrolled on-line on e-Tendering Portal of NIC)

(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 Work ..... against Tender Notice No ..... Dated ..... & Tender ID .....
2. None of the Partners of our firm is relative or employee of W.B.S.E.D.C.L.
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 and seal of the Tenderer

Dated .....

**ANNEXURE-II**

**PROFORMA FOR LETTER OF BID**

(On Letter Head of Bidder, as enrolled on-line on e-Tendering Portal of NIC)

To  
The Tender Committee

Sub: Letter of Bid for the work .....

Ref: 1. NIT No. .... Dated ..... & Tender ID .....

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 has 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 and seal of the Tenderer

Dated .....

**ANNEXURE-III**

**PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY**  
(On Letter Head of Bidder, as enrolled on-line on e-Tendering Portal of NIC)

Certified that our Firm / Company (Sole Proprietorship / Partnership / Company), M/s .....is not blacklisted / debarred / suspended or put on holiday list by any Statutory / Regulatory / Government Authorities / State Electricity Utility / PSU in India.

It is certified that the information furnished above is true to the best of my knowledge and belief.

Firm/Company Name:

Signature of the Proprietor/Partner/Authorized  
Signatory:

Designation:

Seal of the Firm/Company:

Date:

**ANNEXURE-IV**

SELF-DECLARATION BY PROPRIETOR / PARTNER / AUTHORIZED SIGNATORY OF THE BIDDING FIRM / COMPANY FOR NOT BEING  
BLACKLISTED / DEBARRED / PUT ON HOLIDAY LIST

(On Letter Head of Bidder, as enrolled on-line on e-Tendering Portal of NIC)

I hereby confirm and declare that, none of the other concerns of which I am a Proprietor / Managing Partner / Managing Director are blacklisted / debarred / suspended or put on holiday list by any Statutory / Regulatory / Government Authorities / State Electricity Utility / PSU in India.

It is certified that the information furnished above is true to the best of my knowledge and belief.

Firm/Company Name:

Signature of the Proprietor/Partner/Authorized  
Signatory:

Designation:

Seal of the Firm/Company:

Date:

**ANNEXURE-V**

**DECLARATION REGARDING NO LITIGATION AGAINST WBSEDCL**  
(On Letter Head of Bidder, as enrolled on-line on e-Tendering Portal of NIC)

We hereby declare that, no legal litigation / arbitration is pending / ongoing against WBSEDCL in any Court / Forum against / by the bidder or its Sister Concern / Director / Partner / Proprietor.

If it is found at any stage of tendering, our offer will be rejected and I / We don't have any objection on the same.

Firm/Company Name:

Signature of the Proprietor/Partner/Authorized  
Signatory:

Designation:

Seal of the Firm/Company:

Date:

## ANNEXURE-VI

PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES (TO BE GIVEN BY BANKER OF BIDDER)  
(On Letter Head of Bidder's Banker)

### BANK CERTIFICATE

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

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

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

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

Sd/-

Name of Bank .....

Name of authorized Signatory .....

Designation .....

Phone No .....

Address .....

SEAL OF THE BANK

## ANNEXURE-VII

### PROFORMA OF AGREEMENT

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

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

AND

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

.....  
Contractor

.....  
Witness

.....  
Witness

.....  
Company

.....  
Witness

.....  
Witness



**Annexure-VIII**

**PROFORMA FOR ADDITIONAL PERFORMANCE GUARANTEE**

File No. POW-13099/3/2018-SECTION (POWER)-Dept. of POWER

5

2021

(in words). We undertake to pay you, upon your first written demand and without cavil of argument, a sum within the limits of

(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We (indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We (indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal.....the present absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We (indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We (indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This Guarantee shall be valid upto..... It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee. Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs..... (Rupees.....) and unless a claim in writing is lodged with us within the validity period i.e. upto..... of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this ..... day ..... of ..... 2021..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK

by:

(Signature)

(Name)

45/2021

File No.POW-13099/3/2018-SECTION(POWER)-Dept. of POWER

(Designation)

(Code Number)

(Address)

NOTES: (1) The bank guarantee should contain the name designation and code number of the officer(s) signing the guarantee

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.