



WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
(A Govt. of West Bengal Enterprise)

NEW TOWN DIVISIONAL OFFICE

WB FINANCE CENTER, ACTION AREA II B BLOCK CBD KOLKATA 700156.

Phone No. : (033) – 23244615

e-mail : dm.newtowndivision@gmail.com

NOTICE INVITING e-TENDER

NIT No. : DM/NTD/E-TENDER/2026-27/293/1209

Dated :14.08.2026

The Divisional Manager, Newtown Division, WBSEDCL invites e-Tender only from the manufacturer/authorized dealer of Raychem RPG/3M (Submission of Bid through online) who have successfully completed similar nature of work:

Sl. No.	Name of the Item	Estimated Cost (Rs)	Earnest Money (Rs.)	Period of Completion after issuance of order	Name & address of the Concerned Office
01.	SUPPLY OF 77 NOS. 11KV O/D HS Ter.Jnt.FOR3x95SMM XLPE CAB UNDER NEWTOWN DIVISION	4,70,239.00 (Four Lakhs Seventy Thousand & Two Hundred Thirty Nine only)	9,405.00 (Nine Thousand Four Hundred & Five Only)	45(FORTY FIVE) DAYS	Newtown Division Office,2 nd Floor, Finance Building, Plot no- CBD-1 ,AA-II, Newtown, Kol-700161

N.B. The said jointing kits should confirm to the latest IS specification. The installation of the jointing Kits needs to be done by the authorized personnel of the supplier of the Jointing Kits as and when required and the price should be quoted accordingly.

Terms & Conditions of the E-Tender:

- 1) In the event of e-filling intending bidder may download the tender document from the website <https://wbtennders.gov.in> directly with the help of Digital Signature Certificate.
- 2) The bidder shall select the tender to bid and initiate payment of EMD amounting Rs. 9,405.00. Earnest Money Deposit amounting to 2% (Two Percent) of the pro-rata estimate value of the Item-wise offered quantity, as mentioned above, shall be submitted individually along with the offer.
- 3) Following payment options are available for paying EMD amount through online mode:-

I. Net Banking through Payment Gateway.

II. RTGS/NEFT Payment: On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details 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.

- 4) Exemption from deposition of EMD shall not be allowed under any circumstances. No Interest shall be payable by WBSEDCL on the above EMD. EMD amount need to be paid in online mode. Any other mode of payment will not be accepted.

5) **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). Challan thus generated will contain the amount which has been mentioned in e-tender portal. However, for payment of actual amount calculated as per NIT, bidders shall strike through the amount in challan and manually put actual EMD amount while following the amount in challan and manually put actual EMD amount while following due payment procedure at respective bank.
- 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.

6) **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 updated 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.
- 7) Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Vendor Corner, if not created earlier.
- 8) The bidder shall submit along with the offer necessary documents in support of their previous supply of the items of the tender to WBSEDCL/Other Power Utilities/Other Govt. Departments in earlier occasions and financial capabilities to the extent of the estimated financial amount of their offer.

9) **Eligibility criteria for participation in the tender**

- i. Bonafide, experienced & resourceful contractors of the manufacturer/authorized dealer of Raychem RPG/3M who have successfully supplied the tendered items / similar items to WBSEDCL / other Power Utilities / other Government Departments on earlier occasions having value not less than 80% (Eighty percent) of the estimated cost in a single contract or 2 no. similar nature of work having value not less than 50% (Fifty percent) of the estimated cost in 2 contract or 3 no. similar nature of work having value not less than 40% (Forty percent) of the estimated cost in 3 contract during last 5 (five) years.
- ii. All intending Bidders are required to produce valid copies of Professional Tax (PT) Clearance Certificate along with PAN Card / IT return as well as EPF , ESI , GST Registration Certificate(including HSN and SAC Code) & Certificate of compliance of statutory obligations (to be documented through e-filing).

10) One sample of each material is to be submitted at Newtown Divisional Store, Action Area IB, Newtown, Kolkata 700156, physically within the closing date of tender. The tag with the sample should contain the name of the sample as well as the name of the vendor/bidder. For a valid tender, sample has to be approved by the divisional authority. The approval or rejection of sample will be communicated via email/letter subsequently. The technical evaluation of the bidders whose sample are not approved, will not be opened and hence forth they will be deemed disqualified. Rejected samples can be taken away. After PO is awarded, the awardees can adjust the sample with the delivered material lot and remaining materials can be taken back by the respective vendors.

11) No mobilization / secured advance will be allowed.

12) The offer shall remain valid for a minimum period of 120 days from the next day of opening of the tender.

13) 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.

14) **Date & Time schedule:-**

Sl. No.	Particulars	Date & Time
01.	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	24.08.2026 at 10:00 Hrs
02.	Documents sale / download start date (online).	24.08.2026 from 12:00 Hrs
03.	Bid Submission upload start date (online)	24.08.2026 after 14:00 Hrs
04.	Pre Bid meeting date	27.08.2026 at 15:00 Hrs
05.	Documents download end date (online)	31.08.2026 up to 12:00 Hrs
06.	Bid Submission upload end date/closing date (online)	31.08.2026 at 14:00 Hrs
07.	Last Date of submission of Earnest Money Deposit (Online)	31.08.2026 up to 14:00 hrs
08.	Date for opening of Technical bid (online) for the Bidders	02.09.2026 after 14:00 Hrs
09.	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	To be intimated later.
10.	Date for opening of Financial Bid (online).	To be intimated later.

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

15) Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc as defied in various statutes, will automatically disqualify the bidders. The qualification in Technical bid will be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in the NIT. WBSEDCL shall not be responsible for any delay in receipt of EMD. In case the EMD is not received within the aforesaid period, the bid will be out rightly rejected. In case, Price bid is submitted in offline mode, Bid of the respective Bidder shall be out rightly rejected.

16) WBSEDCL is not bound to accept the lowest tender and reserve the right to cancel any or all the tenders unilaterally.

17) Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.

18) Work Order & Payment of work will be depended on availability of fund. Intending bidders may consider this criteria while submission of tender and quoting their rate through online.

19) No Conditional Bid / Incomplete Tender will be accepted under any circumstances.

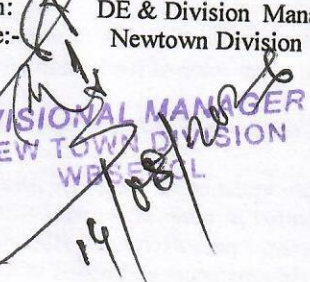
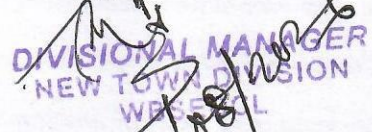
20) Before issuance of Letter of Acceptance / Work order/ Purchase Order, the tender accepting authority may verify the credential & other documents of the lowest bidder so uploaded online if found necessary. If it is found such document incorrect / manufactured / fabricate^d, Letter of Acceptance / Work order will not be issued in favor of the bidder under any circumstances and action will be taken accordingly.

- 21) The company shall 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 equipments of WBSEDCL during execution shall have to be compensated in full as per direction of the Tender Inviting Authority.
- 22) Standard safety norms as prescribed in the rules and regulations of WBSEDCL have to be religiously followed.
- 23) The bidders need to have necessary electrical license and documents, obtained from the Appropriate Authority, to execute work of mentioned voltage grade if any.
- 24) 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.

NOTE:

1. WBSEDCL reserves the right to reject or accept any Bid or part thereof or all Bids received at its sole discretion without assigning any reason (s) whatsoever.
2. WBSEDCL is not necessarily bound to accept the lowest offer.
3. Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
4. Tender submitted after expiry of scheduled date and time shall not be considered.
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, schedules 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.
11. Any further information may be had from the website: www.wbsecl.in and the Newtown Division office.

Tender Inviting Authority (for WBSEDCL):-

Name: -  Partha Kundu
Designation: DE & Division Manager
Office: Newtown Division


14/08/20

SECTION – A

INSTRUCTION TO BIDDERS

A. General guidance for e-Tendering

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

1. 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, through logging on to <https://wbtennders.gov.in> (the web portal).

2. 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 Information's Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause-2 of Guideline to Bidder DSC is given as a USB e-Token.

3. Collection of Tender Document : The contractor can search & download NIT & Tender Documents electronically from the website mentioned in Clause 4 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

4. Submission of Tenders:

Tenders are to be submitted through online to the website <https://wbtennders.gov.in>. All the documents uploaded by the Tender Inviting Form an integral part of the contract. Tenderers are required to upload all the tender documents, as asked for in the tender, through the above website within the stipulated date and time as given in Tender. **Tenders are to be submitted in two folders-One in Technical Proposal and other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format(PDF) to the portal in the designated locations of Technical Bid.**

The bidder need to download the Forms/Annexure, fill up the particulars in the designated Cell and upload the same in the designated location of the Technical Bid. He needs to download the BOQ, fill up the rates of the items in the BOQ in the designated Cell and upload the same in the designated location of Financial Bid.

The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

5. Technical proposal:

The Technical proposal should contain scanned copies of following documents:-

1) Non Statutory / Technical Document Cover file Containing:

- a. PAN.
- b. Current Professional Tax (PT) submission Challan. Application for such addressed to the competent authority may also be considered.
- c. GSTIN registration certificate.
- d. Company Registration No. (If bidder is company).
- e. Trade License.
- f. Registered HSN/ SAC Code as applicable against quoted item.
- g. MSME Certificate, if any

2) Financial Info:

Annual turnover for a period of the last three financial years.

3) Credential:

Documents in support of supply of the tendered items to WBSEDCL/other Power Utilities/Other Govt. Departments in earlier occasions having value not less than 80% (Eighty percent) of the estimated cost in a single contract or 2 no. similar nature of work having value not less than 50% (Fifty percent) of the estimated cost in 2 contract or 3 no. similar nature of work having value not less than 40% (Forty percent) of the estimated cost in 3 contract during last 5 (Five) financial years.

4) Financial Proposal:

The financial proposal should contain the following documents in one cover (folder).

5) Bill of Quantities(BOQ):

The bidder is to quote the rate in 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 and digitally signed by the bidder).

Sl. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	a) PAN Card. b) Copy of I.T. return for last 3 (three) financial years. c) GSTIN. d) Company Registration No. (If bidder is company). e) Professional Tax Clearance Certificate / Professional Tax (PT) deposit receipt challan, f) Trade License g) Store Receipt Voucher (SRV) h) Registered HSN/ SAC Code as applicable against quoted item. i) MSME Certificate, if any
02.	Company Detail(s)	Company Detail	
03.	Credentials	Credential	a) Bonafide, experienced & resourceful contractors of the manufacturer/authorized dealer of Raychem RPG/3M who have successfully supplied the tendered items / similar items to WBSEDCL / other Power Utilities / other Government Departments on earlier occasions having value not less than 80% (Eighty percent) of the estimated cost in a single contract or 2 no. similar nature of work having value not less than 50% (Fifty percent) of the estimated cost in 2 contract or 3 no. similar nature of work having value not less than 40% (Forty percent) of the estimated cost in 3 contract during last 5 (five) years.
04.	Financial Information	Financial Information	a) Copy of IT returns for last 3 financial years. b) Annual Audited Financial Report for last 3 years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whose Audits of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA/ Form 3CB) for last 5 years. [Non-statutory documents]

Note: Failure of submission of any of the above mentioned documents will render the tender liable to be rejected for both statutory & non statutory cover.

5. Validity Of Bids:

Price bid of the tender shall be opened after opening of “Techno- Commercial Bid & EMD”. Bids shall remain valid for a period of 120 days from the next day of opening of the tender.

6. Conditional and Incomplete Tender:

Conditional and incomplete tenders are liable to summary rejection.

7. Earnest Money Deposit (EMD):

- a) Amount of earnest money deposit shall be 2.0% of the pro-rata estimated value of the Item-wise offered quantity specified in the NIT.
- b) Earnest Money shall be paid as mentioned before in details.
- c) Tenderer shall not claim any interest on Earnest Money Deposit.
- d) Earnest Money will be refunded as per Clause 6 of Terms & condition of the Tender Notice of this NIT.
- e) Earnest Money submitted shall be liable to forfeiture in case of:-
 - i. Revocation of the bid or alteration in quoted rates in Price Bid or any change in the terms and condition of the bid after its opening without being asked by the Tender Inviting Authority.
 - ii. If the successful tenderers fail to accept Purchase Order/LOI issued within their offered validity period.
 - iii. For failure to submit specified Security Deposit within time limit indicated in the PO/LOI.
 - iv. **If any cartel is formed by the tenderers in their quotation.**

8. Opening & Evaluation of Tender:

8.1 Opening of Technical Proposal

- i. Technical proposals will be opened by the Divisional Manager, WBSEDCL, Newtown Division Office, 2nd Floor, Finance Building, Plot no- CBD-1 , AA-II, Newtown, Kol-700161, and his authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).
- ii. Technical proposals for those tenderers whose original copies of BG towards EMD have been received/payment successfully received through Net Banking/RTGS/NEFT as described before will only be opened. If the offer is submitted with inadequate Earnest Money, the bid will not be opened.
- iii. Intending tenderers may remain present if they so desire.
- iv. Summary list of technically qualified tenderers will be uploaded online
- v. Pursuant to scrutiny & decision of the Department, the list of eligible tenderers will be uploaded in the web portal.

8.2 Techno-commercial Evaluation of Tender:

- i. While evaluation, the Tender Inviting Authority or his authorized representative may summon of the tenderers and seek clarification/information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- ii. The summary list of tenderers, whose bids will be found techno-commercially eligible, will be uploaded in the web portal. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers.

8.3 Opening and evaluation of Financial Proposal:

- i. Financial proposals of the tenderers declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed format.
- ii. The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
- iii. After opening of the financial proposal the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded.
- iv. The tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

9 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 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.
- e. Pre-bid proceedings, if any, shall be circulated among all bidder by email.

10. 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.

11. 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.

12. ACCEPTANCE OF THE TENDER:

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tender, for valid reason.

13. CORRECTION OF ERRORS:

- i. 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.

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

14. 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.

15. Rate: - The rate should be quoted inclusive of delivery charges but excluding 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.

16. No price preference will be allowed to any tenderer based on the size of the industries or its geographic location. Co-operative Society will not be considered with separate status.

17. Payment on submission of bill after completion of delivery would be made by concerned authority. Bill along with signed challan's to be submitted in triplicate mentioning in each the GST registration number and HSN / SAC Code alongwith the items to the Divisional Manager, Newtown Division for payment by the **Manager (F&A), Newtown Division** in due course.

18. Any further information may be had from the website: www.wbsedcl.in, <https://wbtenders.gov.in> and the following office time to time.

SECTION – B

GENERAL CONDITIONS OF CONTRACT FOR SUPPLY AND DELIVERY OF EQUIPMENT/ MATERIALS

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://wbtenders.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 itemwise in the BOQ. 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. 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 do not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annual 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. Security Money:

The security deposit in two parts of 2.5 % each upon the Ordered Value, should be finished within a period of 30 days from the date of issue of the PO to the Manager(F&A), Newtown Division, WBSEDCL.

Security Deposit 1st part will remain upto 3 months from the date of completion of supply and Security Deposit 2nd Part will remain valid upto a period of:

- 1) 19 months for all types of HT cable & LT AB Cable from the date of completion of supply.
- 2) 61 month for all types of HT cable & LT Aerial Bunch Cable from the date of completion of supply.

In addition to the Security Deposit as mentioned above,

(a) 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 prescribe format, within a period 30 days from the date of issuance of the Purchase Order.

(b) 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.

The Security Deposit is liable to be forfeited in case of non-compliance of the Purchase Order or failure to complete the PO. PO is liable to be cancelled for non submission of SD in time with forfeiture of Earnest Money.

No claim shall be made against WBSEDCL in respect of interest on Security Deposit.

6. Terms of Payment:-

Payment will be made on submission of triplicate bill after completion of delivery along with mentioned documents submitted to the Divisional Manager, Newtown Division for payment by the Manager(F&A), Newtown Division in due course of time as follows :-

- a. Original receipted Challan and signed SRV by Store-In-Charge attached to respective stores.
- b. Guarantee Certificate (in Original)

- c. Copy of Transit Insurance.
- d. Successful Store-testing report, if done after delivery of the items at store signed by the concerned Testing Engineers.
- e. Copy of current MSME status of MSME vendors.
The payment shall only be made against valid SD,
In case of any discrepancy in payment, vendor shall have to bring it to the notice of WBSEDCL within 30 days from the receipt of payment else the claim will not be entertained.
For full and final settlement invoices shall have to be submitted within 1 year from the date of completion of Contract, beyond which such claim may not be entertained.

7. Paying Authority:- The Manager (F&A), Newtown Division is the paying authority.

8. Consignee:- AE(M) & Store In-Charge, Newtown Division is the consignee officer.

9. Inspection and Testing:

- a. **Before finalization of Tender:** After opening of Techno-Commercial part of Tender, the Tendering authority on its discretion may send their representative for inspection of the factory premises at any day within working hrs. to ensure participating tenderer's manufacturing capability and technical eligibility to combat with WBSEDCL's requirement.
- b. **After finalization of Tender:** The material shall be subjected to tests as per relevant Indian Standards and as per our technical specification. If the Indian Standard has the provision of routine tests, each material/ equipment shall be subjected to those routine tests. In all cases, while offering, test reports indicating the test results should be submitted to the inspecting authority of the Company as will be indicated in the Purchase Order.
However, WBSEDCL reserves the right to depute its Engineers for carrying out inspection and testing on the offered lot as per relevant Indian Standards and Technical Specification and also reserves the right to reject either raw materials or finished products found to be not complying with the requirement of the specifications and standards. The supplier shall give at least 15 days prior intimation about the readiness of the material at the works for testing and inspection. The supplier shall extend all facilities for such inspection and testing for which no extra shall be charged and the inspection report shall have to be signed jointly otherwise the offered lot(s) shall be treated as cancelled. WBSEDCL reserves the right to carry out in-house testing of the supplied materials at destination stores in presence of the authorized representative of the Manufacturer. In any case they do not be present, company shall test unilaterally and their result will be binding on them. In case the test results deviates from the inspection result carried out at the Manufacturers' Works (more than 2% tolerance as per IS wherever applicable) the company reserves the right to cancel the specific lot and in that event materials are to be replaced by the manufacturer free of cost including transportation from site to their works and back.

10. Dispatch & Delivery:

The supplier after receiving dispatch clearance from the respective Inspection Authority/Purchaser shall deliver the equipment/materials suitably packed to the Stores located in Newtown Division as instructed. The materials are to be booked by Road only and the same should be suitably packed and fully insured against all risks and deliver the consignment as per dispatch instruction to be communicated in due course. Immediately after dispatch of materials/equipment by Road, the supplier shall notify the purchaser and consignee officer so that the consignment can be taken delivery at destination.

The date of receipt of offer for inspection of the materials/ equipment along with works test certificate will be treated as the date of delivery of that particular lot provided the materials pass in inspection and testing. Delay in offer beyond the delivery schedule to be incorporated in the order shall attract imposition of L.D. as per L.D. Clause.

The materials delivered to consignee stores will be subjected to re-inspection / re-testing in presence of authorized representative of suppliers for which due notice in advance will be furnished by competent authority. If any discrepancy/

dispute in quality arises in any sample selected from a lot, the supplier shall have to replace that specific lot at the Supplier's cost and WBSEDCL reserves the right to take any penal action whatsoever without any further reference.

11. Submission of Challan & GST Documents

Copy of Challis in triplicate are to be submitted to the consignee along with the material at the time of physical delivery. The original and duplicate copies of the Challan duly signed by the Consignee Officer as indicated in the payment clause, will be returned to the supplier. The original signed Challan and Store Tesy Report if conducted shall have to be submitted along with the bill to the Paying Authority for payment. The original copy of the GST document (IT applicable), which is required to be submitted along with the bill for re-imbursement, need not be submitted to the consignee along with the Challan. It is the responsibility of the supplier to retain the original GST document even if the same is sent along with the transporter.

12. Liquidated Damage for delay in delivery:

The time of delivery of the material are to be treated as an essence of the contract and the WBSEDCL reserve the right to repudiate the contract, if the material are not offered for inspection within scheduled delivery period and physically delivered within stipulated period as per delivery clause. 0.143 % of the value of the material of the particular lot offered and/or delivered beyond the stipulated delivery period for each day of delay, subject to a maximum of 10% of the value of the particular lot and accept the goods beyond the stipulated period.

13. Repeat Order:

With due consent of the supplier the WBSEDCL may place repeat order within a period of six (6) months from the date of completion of delivery as per the order to cover approximately 50% of the ordered quantity on successful performance of the contract and on the need of the WBSEDCL, on the basis of existing rates, terms and conditions.

The repeat order may also be placed within one year from the date of issuance of original order subject to successful completion of delivery as per the order to the extent of at least 75% of the quantity ordered.

14. Defect Liability Period:

The term 'Defect Liability Period' shall mean the period of 12 (twelve) months from the date of completion of the delivery. If any defect is found within the defect liability period, the contractor 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 contractor. 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 contractor, controlling officer of the work shall recommend for refund of the Security money.

15. Cancellation / Termination of Order (if placed):

The time period for effecting complete supply and delivery of the above materials/equipment as indicated through the delivery schedule shall have to be treated as the essence of the contract. The Company reserves the right to repudiate the contract if the above period is not strictly adhered to. In the event of failure in effecting the desired supply and delivery of the above equipment/materials within due date, the above order may be cancelled on submission of necessary notice in this regard and fresh order may be placed on the next higher bidder or on any other bidder, as a result of which the extra cost thus liable to be incurred shall be realized from the original supplier's pending bills which may be lying with the WBSEDCL.

16. Quality Assurance Programme:

Immediately on receipt of this order you shall have to submit a “Quality Assurance Plan” indicating the specific quality control procedure and practices adopted in the major activities of production to ensure its standard.

17. Force Majeure:

The supplier shall be under no liability if he is prevented from carrying out any of his obligations by reason of war, invasion, act of foreign country, hostilities (whether war declared or not), riots, civil commotion, mutiny, insurrection, rebellion, revolution, accident, earthquake, fires, floods Govt. order and/or restrictions (except power supply restriction) delay or inability to obtain materials due to import or other statutory restriction and other cause beyond the reasonable control of the supplier. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents/proofs to the entire satisfaction of the purchaser.

18. Legal Jurisdiction:

If any dispute or difference arises with respect to quality/quantity of the equipment/materials pertaining to this order or any other terms and conditions of the order including its execution, such dispute/difference shall be subject to settlement under the jurisdiction of Courts in Kolkata only.

19. Issue & Submission of E-Way Bill:-

E-Way Bill shall be generated by the supplier for the movement of material from manufacturer's unit location to the WBSEDCL store.

20. GST:

The PO price is exclusive of GST(as applicable) and the same will be paid extra, on production of original documentary evidence at the rate applicable at the time of physical delivery provided the physical delivery is made within the stipulated delivery time as per delivery clause from the date of issue of the DI and the offer of the inspection is received within the schedule delivery period given in the PO.

21. Additional Liabilities:

The WBSEDCL shall not take any additional liability towards enhanced taxes, duties and price variation beyond the scheduled delivery period as incorporated in the purchase order, if the delay is due to any failure on the part of the supplier.

22. The Tie Bid:

The following procedure should be adopted when there is a tie among the L1 bidders:-

1. Keeping the discovered L1 rate as ceiling, sealed bids may be invited from all the L1 bidders and out of those the lowest one may be selected.
2. If none of the bidders is ready to offer further reduced rates:-
 - For items divisible in nature:-
 - The work may be distributed equally among the consenting L1 bidders.
 - If none of the L1 bidders is ready to accept reduced quantity, the bidder with higher credential based on the following parameters, may be selected among L1 bidders in the following manner:
 - In case of supply of goods, last three years average turnover of the bidder shall be considered.
 - In case of execution of work/supply of service, value of single work/service of similar nature completed during the last three (03) years shall be considered.
 - In case of supply of Manpower, number of personnel supplied in a single contract during the last three (03) years shall be considered.

■ **For items divisible in nature:-**

If none of the bidders is ready to offer further reduced rates, the bidder with higher credential based on the parameters as mentioned above may be selected among L1 bidders.

23. Holiday Listing and Vendor Rating:-

Holiday listing & Vendor Rating will be applicable according to the “Holiday Listing & Vendor Rating” policies of the Revised Purchase Policy, which is posted in ebsite of WBSEDCL.

Performance of the bidders, who supplied materials/equipment to WBSEDCL previously, will be evaluated for their Vendor Rating according to the time of evaluation of Technical and Financial Proposals of the Tender.

Bidders have to submit a declaration in prescribed format in their letter head that the bidder has not been placed on holiday list/blacklisted by WBSEDCL/Regulatory/Government Authority/State Electricity Utility/PSU.

If the bidder is a Proprietary Concern, the Proprietor shall also give a declaration in prescribed format in their letter head at the time of submission of the bids that none of the other concerns of which he is a Proprietor or Managing Partner, has been placed on holiday list/blacklist by WBSEDCL/Statutory/Regulatory/Government Authorities/State Electricity Utility/PSU.

Bidders who have not submitted declaration of black list or holiday list shall be considered as non-responsive and their bids shall be rejected.

SECTION-C **ANNEXURES**

ANNEXURE –A

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 Work _____ against Tender Notice No _____ Dated _____
2. None of the Partners of our firm is relative of 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 of Authorized Signatory)

Name :

Designation:

Seal:

ANNEXURE-B

Format of Letter of Bid

LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-tendering PORTAL OF NIC)

To.
The Tender Committee

Sub: Letter of Bid for the work

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 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 of Authorized Signatory)

Name :

Designation:

Seal:

SPECIMEN COPY OF INDEMNITY BOND
(TO BE EXECUTED ON Rs 100/- Non judicial Stamp Paper)

BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on this Day of..... I/We having Registered Office / residing at. (hereinafter called "OBLIGOR/OBLIGATOR" which expression shall mean and included my/our Successors legal representatives, assigns) do hereby binds myself / ourselves and also our Company/firm after having the power to bind so with the promise and undertaking in favor of the West Bengal State Electricity Distribution Company Limited. a government Company within the meaning of sec.2(45) of the Companies act 2013 having registered office at Bidyut Bhavan, block-DJ, Sector-II, Salt Lake City, Kolkata-700091(hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative administrators

assigns. WHEREAS OBLIGOR/OBLIGATOR has /have been awarded to execute the job / works under letter no. Dated .issued by the OBLIGEE/OBLIGATOR after having observing necessary formalities the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job / works will be/likely to be done in places covered under Employees' State Insurance Act(ESI) and / or the Employees Compensation Act(W.e. Act) and / or other laws relating to the Labour Management and Welfare. AND WHEREAS according to the condition of the contract the OBLIGOR / OBLIGATOR is under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR/OBLIGATOR is aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the OBLIGEE shall have the power to deem that actual work has been started within the meaning of the contract before the execution of this Indemnity Bond NOW THIS INDENTUREWITNESSTHAT I / We the OBLIGOR/OBLIGATOR do hereby undertake.

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGATOR.
2. THAT the OBLIGOR/OBLIGATOR will take adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT the OBLIGOR/OBLIGATOR undertakes to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical managerial or non-managerial or any other capacity in the area covered under Employees' State Insurance Act who has have insurance coverage within the meaning of Employees State Insurance Act and further undertakes NOT to engage any person in the area covered under the Employees State Insurance Act, who does / do has / have insurance coverage within the meaning of Employees State Insurance Act.
4. THAT the OBLIGEE further undertakes to engage only those labour worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act who has insurance for the sum assured equivalent to the amount of Compensation under the Employees' Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGEE.
5. THAT the OBLIGOR/OBLIGATOR undertakes / undertake to indemnify and keep harmless the OBLIGEE from all claims action proceedings and of risk damage danger to any person whether belonging to/ or not belonging to OBLIGOR/OBLIGATOR.
6. THAT the OBLIGOR / OBLIGATOR shall keep harmless the OBLIGEE from all claims compensation damages any proceedings in respect of any of its employee/workmen under the Employees Compensation Act. Act or any other laws for the time being in force.
7. THAT if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGATOR has not complied with/ guidelines formalities within

the meaning of Employees' State Insurance Act or Employees Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGATOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGATOR.

8. THAT ,if at any time due to exigency, the OBLIGOR/OBLIGATOR i.e. the West Bengal State Electricity Distribution Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the oblige or for any other reason , the OBLIGOR/OBLIGATOR shall have the right to recover the said amount from any amount receivable by OBLIGEE or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGOR/ OBLIGATOR to the OBLIGEE.
9. THAT the OBLIGOR/OBLIGATOR is/are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/ OBLIGATOR.

.....
Deponent

Witness:

1.....

2.....

Annexure - D

PROFORMA OF AGREEMENT

(TO BE EXECUTED ON Rs 100/- Non judicial Stamp Paper)

ARTICLES OF AGREEMENT made thisDate ofin the year.....
between West Bengal State Electricity Distribution Company Limited having its Head Office at Vidyut Bhavan,
Block DJ, SectorII, Kolkata-700091 hereinafter referred to as the WBSEDCL (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 'CONTRACTOR' (which expression shall unless excluded by or
repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of
the OTHER PART.

WHERE AS WBSEDCL invited tenders vide Tender Notice No..... Date
(annexed hereto) for (Name of the work).....
AND WHERE AS in pursuance of such invitation for tenders the contractor submitted a tender vide no.
..... dt..... which was opened on
The tender offer shall be in the custody of the WBSEDCL at present.

AND WHERE AS AFTER consideration of the tender submitted by the contractor with clarification(s), if any,
WBSEDCL accepted the said tender submitted by the contractor and placed order no.....
dt..... (annexed hereto)

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

The contractor agrees to undertake the work of as per Order No
..... dt..... referred to above.

The WBSEDCL agrees to pay the contractor as per the Order No.....dt..... referred to above.

Both the contractor and the WBSEDCL 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 the
original side of the High Court, Kolkata.

In witness whereof the parties have hereunder affixed their signature, on the day, the month and year written as
above.

.....	
.....	
Contractor	WBSEDCL
<u>Witness:</u>	<u>Witness:</u>
1.....	1.....
2.....	2.....

Annexure - E

MANDATE FORM BY VENDOR FOR RTGS/ NEFT PAYMENTS (TO BE FIELD 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 IFS 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 reasons of incomplete and incorrect information, WBSEDCL will not be held responsible.

Date:

Signature of the Vendor

(On the Bidder's Letterhead)
Declaration of not being blacklisted/Debarred/Put on Holiday list

Certified that our 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.

Bidder's Name:

Signature of the Tenderer:

Designation :

Seal of the Company:

Date:

(On the Bidder's Letterhead)

Self-Declaration by Proprietor of the Bidding Company for not being blacklisted/Debarred/Put on Holiday list

I hereby confirm and declare that, none of the other concerns of which I am a Proprietor/ Managing Partner 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.

Signature of the Proprietor:

Name:

Designation :

Seal of the Company:

Date:

(On the Bidder's Letterhead)
Declaration regarding no litigation against WBSEDCL

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 .

Bidder's Name:

Signature of the Tenderer:

Designation :

Seal of the Company:

Date: