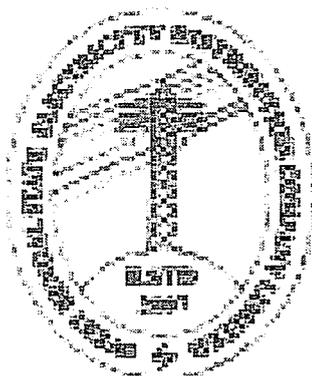


West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)



WBSEDCL

Tender Documents

for

Supply, Delivery & Installation of different types of Fire Extinguisher at different floors of Hydel HQ building including Hydel Testing Unit and Transit Rest Camp under Hydel H.Q., WBSEDCL, Siliguri.

NieT. No.:-WBSEDCL/CEH/HRA/e-Tender/2025-26/26

Date: 06/02/2026

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West Bengal State Electricity Distribution Company Ltd.

(A Govt. of West Bengal Enterprise)

Office of the Chief Engineer (Hydel)

HYDEL HEADQUARTERS

Power House Complex, 2nd Mile, Sevoke Road, Siliguri, Darjeeling.

Ph: 0353-2542160, e-mail: cehydel@wbasedcl.in

Registered Office: Bidyut Bhavan, Block – DJ, Sector – II, Bidhannagar, Kolkata – 700 091;

Website: www.wbasedcl.in CIN: U40109WB2007SGC113473

SECTION - A

NOTICE INVITING e-TENDER

NIT No.: WBSEDCL/CEH/HRA/e-Tender/2025-26/

Date: 06.02.2026

The Chief Engineer (Hydel), WBSEDCL invites e-tender through online submission of Bid for the work as detailed in the table below:

| Name of the work | Estimated Cost | Earnest Money Deposit (EMD) | Completion Time | Name of the concerned Office | Eligibility of contractor |
|---|---|---|--|---|---|
| Supply, Delivery & Installation of different types of Fire Extinguisher at different floors of Hydel HQ building including Hydel Testing Unit and Transit Rest Camp under Hydel H.Q., WBSEDCL, Siliguri . As per Annexure "A" | Rs.1,75,997/- (Rupees One Lakh Seventy Five Thousand Nine Hundred Ninety Seven) only. | Rs. 4,400/- (Rupees Four Thousand Four Hundred) only. | 30(Thirty) days from the date of issuance of the Order | Office of the Chief Engineer (Hydel), WBSEDCL, Hydel Head-quarters, Siliguri. | Bona-fide, experienced & resourceful contractors of State/Central Govt., State/Central Govt. undertaking, Statutory Bodies constituted under the statute of Central/State Govt. who have successfully completed either three similar works each costing not less than 40% of the estimated cost or two similar works each costing not less than 50% of the estimated cost or one similar work costing not less than 80% of the estimated cost during last 3 (Three) years (i.e., upto 31.01.2026). |

Terms & Conditions of e-Tender:

1. Intending bidders may download the tender documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate (DSC).
2. **Tender Cost /Tender Fees** are abolished for e-Tendering. All participating bidders are therefore exempted from payment of Tender Fees.
3. **Earnest Money Deposit** shall be submitted through online mode through the e-Tendering portal (<https://wbtenders.gov.in>). All offline submission of payment instruments like Bank Draft, Pay Order etc. have been stopped for e-tender procurement. In case of unsuccessful/ rejected bids, the EMD shall be refunded directly from the e-Tendering portal. However for successful bids, the EMD will be refunded by WBSEDCL as per norms. Further details in respect of online payment as well as refund of EMD are provided within the EMD clause (Section-B, Instruction to Bidders, Clause No. 16).

4. Eligibility criteria for participation in tender:

(i) The bidder must have successfully completed 'similar works', **during last 3 (Three) years (i.e., up to 31.01.2026)**, under the authority of State/Central Government, State/Central Government Undertakings, Statutory Bodies constituted under the statute of Central/State Government, subject to fulfillment of the following criteria:

(a) **Three similar** completed works each costing not less than 40% of the total estimated cost in a single contract,

OR

(b) **Two similar** completed works each costing not less than 50% of the total estimated cost in a single contract,

OR

(c) **One similar** completed work each costing not less than 80% of the total estimated cost in a single contract.

Copies of Work Orders along with Completion Certificates indicating Estimated Amount, Value of work-done, Date of completion of the work and detailed communication address along with contact number and e-mail id of the client should be submitted by the Bidder. Completion Certificate from the concerned Executive Engineer/District Engineer/Divisional Engineer or equivalent rank and above will be treated as valid credential.

(ii) The bidders shall have to submit valid copies of Professional Tax deposit challans for the last six months, GST Registration (GSTIN), PAN Card and Income Tax Return Acknowledgement for the Assessment Years 2024-25, 2023-24 & 2022-23, Trade License in respect of the prospective bidder for Proprietorship Firm, Trade License+ Partnership Deed for Partnership Firm, Trade License + Incorporation certificate for Limited Company and Trade License + Society Registration copy for Co-operative Society.

(iii) Neither prospective Bidder nor any of the constituent partners had been barred to participate in any Tender by any Government Department / Semi-Govt. / Govt. Undertakings / Enterprises etc. during the last 5 (five) years prior to the date of this NIT. Such debarring will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders).

(iv) The prospective Bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders).

5. **Financial Offer:** The intending Bidders are required to quote the **item rate** online as per specified format/B.O.Q. The **financial offer** of the prospective bidder will be considered only if the **Technical bid** of the bidder is found qualified by the WBSEDCL. The decision of the WBSEDCL will be final and absolute in this respect. The list of qualified bidders of Technical Bid will be displayed in the website.

6. **Participation in the Tender:** The prospective Bidder shall be allowed to participate in the tender either in the capacity of individual or as a partner of firm. If any of the bidders found to have applied severally for a single job, all his offers will be rejected for that job. No agent is allowed to participate in the tender. Original contractor will only be allowed to participate in the tender.

7. **Bid Validity:** Bids shall remain valid for a period not less than 180 (one hundred eighty) days from the last date of submission of Bid. If the bidder modifies/withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of Earnest Money Deposit (EMD).

8. Date and Time Schedule:

| Sl. No. | Particulars | Date Time |
|---------|---|----------------------------|
| | Date of uploading of N.I.T. & other Documents (Online) (Publishing Date) | 11.02.2026 at 14:00 Hrs. |
| 2 | Documents download start date (Online) | 11.02.2026 at 14:00 Hrs. |
| 3 | Bid submission start date (Online) | 11.02.2026 at 14:00 Hrs. |
| 4 | Documents download End Date | 18.02.2026 upto 14:00 Hrs. |
| 5 | Bid Submission closing date (Online) | 18.02.2026 upto 14:00 Hrs. |
| 6 | Last Date of submission of Earnest Money Deposit etc. (online) | 18.02.2026 upto 14:00 Hrs. |
| 7 | Technical Bid opening date (Online) | 20.02.2026 at 15:00 Hrs. |
| 8 | Date of uploading list for Technically Qualified Bidder(Online) | To be intimated later |
| 9 | Financial Bid opening Date (Online) | To be intimated later |

9. **Site Visit:** The Bidder at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work as mentioned in the Notice Inviting e-Tender. The cost of visiting the site shall be at the Bidder's own expense.
10. **Cost of Bidding:** The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the WBSEDCL. The WBSEDCL reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at any stage of Bidding.
11. **Mobilization advance:** No mobilization advance and secured advance will be allowed.
12. **Cancellation of Tender:** The WBSEDCL also reserves the right to cancel the Tender due to unavoidable circumstances and no claim in this respect will be entertained.
13. **Dis-qualification of Bidders:** Any canvassing in connection with the tender is strictly prohibited in the tender submitted by the Bidder. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder will not be allowed to participate in the tender and that application will be rejected as per the norms. The eligibility of a Bidder will be ascertained on the basis of the documents submitted by the Bidder in support of eligibility criteria. If any document submitted by a Bidder is found incorrect / manufactured / fabricated or false at any stage, his Tender will be out rightly rejected and legal action will be taken against him.
14. **Rejection of Bid:** The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tender(s) or to split the whole work to more than one contractor without assigning any reason whatsoever. No conditional bid and/or incomplete bid will be accepted under any circumstance.
15. **Amendment of the Bid Documents:** The tender inviting authority reserves the right to modify, amend or supplement the tender document. Any corrigendum, notification concerning this tender will be published in the e-tender portal <https://wbtenders.gov.in> and it will be treated as part and parcel of the tender. The bidders are, therefore, advised to follow the website for such corrigendum, notification etc.
16. Prospective Bidders are advised to note carefully the minimum qualification criteria as mentioned in clause no. 4 above & in "Instructions to Bidders" stated in Section - "B" before tendering the bids. Other information as well as terms and conditions, which are not covered above, will be made available in 'Instruction to Bidders', 'General Conditions of Contract' and 'Technical Specification' of this tender.

17. ADDITIONAL PERFORMANCE SECURITY:

An Additional Performance Security @ 10% of the tendered amount shall have to be submitted by the successful bidder in the form of a Bank Guarantee from any schedule bank approve by RBI as per the enclosed annexure format before issuance of the work if the accepted bid value is in the range of -20% to -80% of the estimated rate. Additional Performance Bank Guarantee is to be submitted separately and in the same format of normal Performance Bank Guarantee.

18. Official Communication: All the important correspondence must be done through declared authorized email id with original scanned copy of documents/letter in company's letter head/pad. However hard copies should be submitted in the office through post/by hand. Any further information related to this tender may be available from the following office:

Office of the Chief Engineer (Hydel), Hydel Headquarters,
West Bengal State Electricity Distribution Company Limited (WBSEDCL),
Power House Complex, 2nd Mile, Sevoke Road, Siliguri, Darjeeling- 734001, West Bengal
Website : www.wbsedcl.in
Contact Tel. nos. : 0353-2542160,
Email id : cehydel@wbsedcl.in

Sd/-
(S. K. Deb)
CHIEF ENGINEER (HYDEL)

Memo. No. CEH/E-31A/2025-26/ 544 (i-ix)

Date: 06/02/2026

Copy forwarded for further information to:-

1. The ACE & PM, JHP/RHP/TCFHP, WBSEDCL. **-Request for arranging towards display in notice Board, please.**
3. The Addl. General Manager (F&A), HHQ, WBSEDCL.
4. The Divisional Engineer (E), Mini Micro Hydel Division, WBSEDCL, Siliguri- **Request for arranging towards display in Notice Board, please.**
5. The Manager (HR&A), HHQ, WBSEDCL.
6. The Manager (F&A), HHQ, WBSEDCL.
7. Notice Board.
8. Copy for case file.
9. Office Copy


CHIEF ENGINEER (HYDEL)

SECTION - B
INSTRUCTION TO BIDDERS

1. General guidance for e-Tendering:

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

2. Registration of Bidder/Tenderer:

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, through logging onto <http://wbtenders.gov.in> (the web portal) and the contractor is to click on the respective link on the web portal for necessary registration.

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 N.I.T. / Tender Document(s) electronically through computers once he logs on to the website mentioned in clause 2 using the Digital Signature Certificate (DSC). This is the only mode of collection of Tender Documents.

5. Tender Fee:

Cost of Tender / Tender Fee are abolished for e-Tendering. All participating bidders are therefore exempted from payment of Tender Fee.

6. Eligibility Criteria for participation in the Tender:

This will be as per clause no. 4 of the "Notice Inviting e-Tender" (Section-A).

7. Submission of Tenders:

General process of submission: Tenders are to be submitted online to the website stated in Cl. 2 above, in two folders at a time, one in Technical Proposal & the 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 in two covers (folders).

A-1. Statutory Cover containing three covers (folders) viz. (a) NIT (b) Draft/EMD & (c) Annexures/forms.

(a) **NIT folder** containing downloaded and uploaded copies (duly digitally signed) of the following:-
i. Notice Inviting e-Tender (NIT) including General Conditions of Contract, Specification for works and Addenda/Corrigenda, if published

(b) **Draft/EMD folder** containing-

- i. Copy of Internet Banking Payment Gateway/ Electronic Instrument (RTGS/NEFT) challans generated from the e-tendering portal/ Bank Guarantee as prescribed in the NIT,
- ii. Scanned copy of BG of EMD, if applicable as prescribed in the NIT.

(c) **Annexures/Forms Folder** containing

- i. Check List (as per **Form No. - I** of Forms/Pro-forma Section)
- ii. Certificate regarding Summary Statement of Average Annual Turnover according to Annual Audit Report on Accounts (as per **Form No. - II** of Forms/Pro-forma Section)

- iii. Pro-forma for undertaking to be submitted by the bidder (as per **Form No. - III** of Forms/Pro-forma Section)
- iv. Format of letter of bid (as per **Form No. - IV** of Forms/Pro-forma Section)
- v. Declaration by bidder (as per **Form No. - V** of Forms/Pro-forma Section)
- vi. Statement of similar type of works executed during last 07 (seven) years (as per **Form No. - VI** of Forms/Pro-forma Section)
- vii. Pro-forma for Other Allied Information of the Bidder(s) (as per **Form No. - VIII** of Forms/Pro-forma Section)

A-2 Non-statutory/Other statutory cover containing valid copies of documents regarding eligibility of bidders as stated in clause no. 4 of the "Notice Inviting e-Tender". THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

| Sl. No. | Category Name | Sub Category Description | Details |
|---------|-----------------|--------------------------|--|
| A. | CERTIFICATES | CERTIFICATES | <ol style="list-style-type: none"> 1. PAN 2. G.S.T. Document 3. P. Tax Document 4. Annual Report on Accounts documents 5. ITR Document for which return are filed 6. Credit facility from any schedule bank to make short fall in working capital (as per Form No.-IX of Forms/Pro-forma Section) |
| B. | Company Profile | Company Details | <ol style="list-style-type: none"> 1. Registration Certificate under Company Act (If any). 2. Registered Deed of partnership Firm/ Clause of Association & Memorandum. 3. Power of Attorney (For Partnership Firm/ Private Limited Company, if any). 4. Current Year no objection Certificate issued by the Assistant Register of Co-Op(S) (ARCS). 5. Valid bye laws are to be submitted by the Registered labour Co-operative(s), Engineers' Co-operative(s). 6. Valid Trade License. |
| C. | Credential | Credential | Copy of order/s along with completion Certificate/s for similar nature of work done as per the tender. Contract Order(s) along with completion certificate issued by the concerned Executive Engineer/District Engineer/Divisional Engineer or equivalent rank and above under the authority of State/Central Government, State/Central Government Undertakings and Statutory Bodies constituted under the statute of Central/State Government. |
| D. | Declaration | Declaration | Declaration of Black Listing / Holiday Listing (as per Form No.- VII of Forms/Pro-forma Section) |

B. Financial Proposal (in one cover/folder)

It contains "Bill of Quantities" (BOQ). The rate to be quoted in the BOQ on Item rate in the space marked for quoting rate Quoted rate will be encrypted in the B.O.Q. under Financial Bid.

Note: - Failure of submission of any of the above mentioned documents (as stated in A1 and A2) will render the tender liable to summarily rejected for both statutory & non-statutory covers.

****Process**

"Click" the check boxes beside the necessary documents in the "My Document" list and then "click" the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" folder to upload the Technical Documents (Statutory documents).

****Opening & evaluation of Technical Proposal**

- i. Technical proposals will be opened only for those bidders who will deposit their EMD as per the tender terms, by the authorized representatives of WBSEDCL from the website stated using their Digital Signature Certificates (DSC).
- ii. Intending bidders may remain present if they so desire.
- iii. Cover (folder) for statutory documents will be opened first & if found in order, cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the tender will be summarily rejected.
- iv. Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded & handed over to the authorized representatives of WBSEDCL.
- v. Uploading of summary list of technically qualified bidders:
 - a) Pursuant to scrutiny & decision of the authorized representatives of WBSEDCL the summary list of eligible bidders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
 - b) While evaluation the authorized representatives of WBSEDCL may summon any of the bidder & seek clarification / information or bidder/s may be asked for producing original hard copy/s of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

****Opening & evaluation of Financial proposal**

- i. Financial proposals of the bidders, declared technically eligible, will be opened electronically by the Tender Inviting Authority (authorized representative of WBSEDCL) from the web portal stated above on the prescribed date.
- 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 the bidder and the rates quoted by them will be uploaded.
- iv. The bids will be evaluated on the basis of technical and financial proposal for the entire scope of work covered under this bid document.
- v. The bidder whose offer has been accepted will be finalized after the evaluation procedure & it will be notified by the Tender Inviting Authority (authorized representative of WBSEDCL) through Letter of Intimation. The same will be made available/uploaded in the website <https://wbtenders.gov.in>.
- vi. Decision of Tender Inviting Authority will be final and bound to every bidder.
- vii. The selected bidder will be asked to produce the documents like Contract Agreement, Indemnity Bond, Performance Security (if applicable) and any other document on demand of WBSEDCL within a specified timeframe.
- viii. WBSEDCL has the right to reject the tender if the bidder unable/disagree to produce the same.
- ix. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
- x. The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.

****** Failure to comply with the requirements of bid submission will be at the bidder's own risk. *Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.*

8. Any documents if required regarding the above mentioned NIT shall have to be submitted by the bidders physically at the following Office:-

Office of the Chief Engineer (Hydel),
Hydel Headquarters,
West Bengal State Electricity Distribution Company Limited,
Power House Complex, 2nd Mile, Sevoke Road,
Siliguri, Darjeeling – 734001

9. Parties Who May Bid:

- a. Invitation of bid is open to the eligible bidders of Indian origin and the bid will be made on the basis of local competitive bids (LCD).
- b. All materials to be supplied and services to be rendered under this contract shall be accepted from bidders fulfilling the eligibility/capability criteria.
- c. A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of the firm. If any of the bidders is found to have applied severally in a single job all his applications/bids will be summarily rejected for that job.

10. RESPONSIBILITY OF BIDDERS:

- a. WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interruption or deductions the bidder may derive from the data furnished by the WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.
- b. It shall be the responsibility of the bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this contract including in particular all factors that may affect the cost, duration and execution of the works. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid.
- c. Claim, whatsoever, including those for financial adjustment to the contract awarded under these specifications and documents will not be entertained by the purchaser. Neither any change in time schedule of contract nor any financial adjustments arising thereof shall be permitted by the purchaser, which are based on the back of such clear information of its effect on the cost of the contract to the bidder.
- d. The bidder is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, specifications and drawings in the bidding document.

11. COST OF BIDDING:

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

12. CLARIFICATION OF BIDDING DOCUMENT:

Should 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 shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBSEDCL, marked to the Chief Engineer

(Hydel), WBSEDCL before last date of submission of bids. The clarification given in the pre-bid discussions if any shall be final and binding on the bidders.

13. AMENDMENT OF BIDDING DOCUMENTS:

a. At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing amendments. Any such amendment shall be part of the bidding document.

b. Such amendment(s) will be published on the same e-tender portal <https://wbtenders.gov.in>. Owner will bear no responsibility or liability arising out of non-pursuance of the same in time or otherwise by the bidder. In order to afford prospective bidders reasonable time in which to take the amendment in to account in preparing their bids, the owner may, at its discretion, extend the deadline for submission of bids.

Such amendments, clarification, etc. shall be binding on bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bids.

14. BID PRICES:

a. The bidder shall quote their price in the appropriate format in Item Rate.

b. 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 this contract.

c. Prices indicated in the schedule of prices deemed to include all the levies/duties/taxes/cess & all other incidentals payable as per statute. **GST shall be paid as per statute.**

15. VALIDITY OF BID:

a. Financial Bid shall preferably be opened within 30 (Thirty) days from the date of opening of Techno-commercial Bid except for special circumstances.

b. The offer against the tender should remain valid for a minimum period of 180 days from the last date of submission of bid.

c. Prior to the expiry of the original validity period WBSEDCL may request extension in the period of validity for a further suitable period without any change in terms & conditions of the offer.

16. BID GUARANTEE/EARNEST MONEY DEPOSIT:

The bidder shall deposit the requisite earnest money of 10,316/- (Rupees Ten Thousand Three Hundred Sixteen only) through online mode only. Following payment options are available for online payment of EMD, for the intending bidders:

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 e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.

iii. Submission of EMD through BG (if applicable): For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in the EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT.

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

GENERAL INSTRUCTIONS FOR ONLINE PAYMENT:

- i. The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
- ii. 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.
- iii. 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).
- iv. The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

REFUND OF EMD AMOUNT:

- i. For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- ii. For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- iii. The bank account used for payment of EMD by bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- iv. For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz., 033-40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI Bank.

The bidder shall not claim any interest on Earnest Money Deposit (EMD). Earnest Money in any other form or amount will not be accepted.

In case, WBSEDCL cancels the tender on his own for any reason, the EMD submitted by the bidders will be returned without any interest subsequently.

17. 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.

18. TIME SCHEDULE:

The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the NIT.

19. EVALUATION AND COMPARISON OF BIDS:

- a. On examination of document 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:
- i. Cost of construction/erection including taxes & duties etc.
 - ii. WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive.
 - iii. The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.
 - iv. 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.
 - v. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

20. TAXES, DUTIES AND OTHER LEVIES:

- a. 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 WBSEDCL 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 Indian Income Tax Act, for the contractor or his personnel. If it is obligatory under the provisions of Indian Income Tax Act, deduction of Income Tax at source shall be made by the purchaser.
- b. All other duties/levies/CESS payable by the bidder shall be included in the bid price and no claim on this behalf will be entertained by the owner. **GST shall be paid as per statute.**

21. LAWS GOVERNING CONTRACT:

The contract shall be construed according to acts/laws in force in the country and shall be under the jurisdiction of Calcutta High Court.

22. 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.

23. CORRUPT OR FRAUDULENT PRACTISE:

WBSEDCL expects that bidders/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:

- a. **"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
- b. **"Fraudulent Practice"** means misrepresentation of facts in order to influence a procurement process of the execution of a contract to the detriment of the owner, 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 the owner of the benefits of free and open competition.
- c. Will reject a proposal for award if the owner determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
- d. Will declare a Firm ineligible either indefinitely or for a stated period of time if owner any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

24. SITE VISIT:

The bidders are strongly advised to visit and examine the sites of work and their surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and submission of offer. The cost of visiting the sites shall be borne by the bidder.

25. INSURANCE:

The successful 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 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 bidder's alone.

26. CORRECTNESS AND SUFFICIENCY OF RATES QUOTED IN THE TENDER:

The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of works. The rates and price quoted shall cover all obligation of the bidder under the contract and all materials, labour etc. necessary for proper completion and maintenance of the work.

27. RIGHT TO ACCEPT OR REJECT ANY OR ALL OFFERS:

WBSEDCL reserves the right to accept or reject any bid and to cancel 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.

If the successful bidder will not enter into Contract Agreement and/or submit the performance security/contract performance and/or Indemnity Bond within stipulated time as mentioned in the Letter of Intimation, his EMD will be forfeited and the job may subject to be cancelled.

28. PENALTY FOR SUPPRESSION / DISTORTION OF FACTS:

If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tender committee will take action as deem fit against such defaulting Bidder.

29. AWARD OF CONTRACT:

The Bidder who's Bid would be accepted will be notified by the authorized Official of WBSEDCL through acceptance letter/Letter of award. The notification of award will constitute the formation of the Contract. The Agreement as per enclosed format in G.C.C. will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents.

30. HOLIDAY LISTING:

The holiday listing policy of WBSEDCL shall be applicable to the participating bidders in the e-tendering in case of any deviation is found from normal contractual conduct. A declaration as per 'Form No.-VII of Forms/Proforma section' of the tender document is to be submitted by the bidders.

31. CREATION OF VENDOR ID THROUGH WBSEDCL WEB PORTAL: All Participating bidder(s) shall have to mandatorily create vendor Id through WBSEDCL Web Portal Vendor Corner, **if not created earlier.**

32. Bidders shall submit the valid address proof (GST Registration, Trade Licence both) of their local firefighting – sales & service in District : Jalpaiguri / Darjeeling (W.B) for immediate replacement of defective products during the warranty period.

33. The buyback rate must be offered for the old machines (As per Annexure "A"). without which the bid will be considered as non responsive.

Section - C

GENERAL CONDITION OF CONTRACT

General Conditions of Contract

1. DEFINITION OF TERMS :

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

The **Company/purchaser/Owner/Department** shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD, having its Office at Bidyut Bhavan, Block-DJ, Sector-II, Kolkata-700091

The **Engineer-in-Charge/Controlling Officer** shall mean the Engineer designated by the Company for the purpose of this contract.

Company's representative shall mean any person or persons of consulting firm appointed and remunerated by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope.

The **Contractor** shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successors and permitted assignees.

The **"Sub-Contractor"** shall mean the person named in the Contract for any part of the works or any person to whom any part of the contract has been sublet by the contractor with the consent in writing of the Engineer-in-charge and will include the legal representatives, successors and permitted assigns of such persons.

Equipment/materials shall mean and include all type of construction equipment & materials etc. required for true and satisfactory completion of the work under this contract.

Workmanship shall mean the method/manner in which the jobs of the different items, whether included in the schedule or not but are required for true & satisfactory completion of the work under this contract, are executed.

General conditions shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto.

The terms **Services** shall mean all works to be undertaken by the contractor as laid down under the head "scope of contract" or elsewhere in the specification enclosed. When the words "approved", "subject to Approval", "As directed", "Accepted", "Permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.

Month shall mean calendar month.

"Writing" shall include any manuscript, type written, printed or other statement reproduced in any visible form.

The work **"Site"** shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.

"Date of Contract" shall mean the date on which notification of award of contract/letter of award/telex award has been issued.

"Zero Date" will be reckoned as the date of handing over of site.

2. SCOPE OF WORK:

Supply, Delivery & Installation of different types of Fire Extinguisher at different floors of Hydel HQ building including Hydel Testing Unit and Transit Rest Camp under Hydel H.Q., WBSEDCL, Siliguri as per Annexure "A".

3. Refund of Earnest Money:

- i. For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- ii. For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- iii. The bank account used for payment of EMD by bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- iv. For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz., 033-40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI Bank.

The bidder shall not claim any interest on Earnest Money Deposit (EMD). Earnest Money in any other form or amount will not be accepted.

In case, WBSEDCL cancels the tender on his own for any reason, the EMD submitted by the bidders will be returned without any interest subsequently.

4. Forfeiture of Earnest money/Bid guarantee:

Earnest money/Bid guarantee shall be forfeited in case of following:

If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.

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

In case of successful bidder, if the Bidder fails:

To accept LOI/Order unconditionally and sign contract

To furnish the contract performance bond wherever applicable.

5. MANNER OF EXECUTION OF CONTRACT AGREEMENT

The successful bidder has to submit acceptance of the LOI/order within **10(ten)** days from the date of issue of the Letter of Intent/order.

6. GENERAL REQUIREMENT

The contractor shall execute, complete and maintain the work as per direction of the Controlling Officer of the work or his representative.

7. **Contractor's staff at site:** The Contractor shall provide at site his authorized representative duly approved by the controlling officer (approval may be withdrawn for a person, if necessary). The contractor and/ or his authorized representative are to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on behalf of the contractor) direction and instructions from the Controlling Officer/ Engineer-in-charge or his representative.

8. **Care of works:** From the commencement to the completion of the works, the contractor shall take full responsibility for the care of permanent works, in case of any damage, loss, or injury to works or to any part thereof due to any cause whatsoever shall at his own cost

repair and make good the same.

9. **Workmen's Compensation for accident or injury to any workman:** The Company shall not be liable for damages or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall have to pay all claims, demands, preceding costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance policy covering provisions for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.
10. **Facilities for other Contractors:** The Contractor shall afford all reasonable facilities for any other contractor employed by the company in execution on or near the site of any work not included in the contract.
11. All types of Manufacturer's guarantee/warranty wherever applicable are to be issued/revalidated in the name of owner by the contractual agency.
12. **LD:** Penalty of ½% per week of delay or part thereof subject to maximum 5% of the order value will be charged on the bill for non completion of the work on time.
13. **Goods & Services Tax (GST) :** GST shall be paid as per prevailing statute.
14. **Variation, Omission, Addition & Alteration:**
The Contractor shall not modify the work except under direction in writing by the Company. The quoted rate shall remain firm till completion of contract.
15. **SUB-LETTING OF CONTRACT:**
The contractor shall not, without the written consent of the Company, assign or sublet his contract or any part thereof, other than for raw materials, or for any part of the work provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. In the event of sub-letting of contract or any part thereof is permitted, the fact that such permission has been accorded shall not establish any contractual relationship between the approved Sub-vendor and WBSEDCL of any of his liabilities and obligations under the contract.
16. **DECISION:**
Controlling Officer's decision is final in respect of all matters which are left to the decision of the Controlling Officer including the granting or with-holding of certificates.
If, in the opinion of the contractor, a decision made by the Controlling Officer is not in accordance with the meaning and intent of the contract, the contractor may file with the Controlling Officer, within 7 (seven) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Controlling Officer's decision and the decision shall become final and binding.
17. **SETTLEMENT OF DISPUTES:**
All disputes concerning question of act arising under the contract shall be decided by the owner/company on receipt of written appeal by the contractor.
Any dispute or differences arising out of or in connection with this contract shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subject to settlement under the jurisdiction of Calcutta High Court.
18. **PAYING AUTHORITY:** The Manager (F&A), HHQ, WBSEDCL, Siliguri.
19. **CONTROLLING OFFICER:** The Chief Engineer (Hydel), HHQ, WBSEDCL, Siliguri
20. **SUPERVISING OFFICER:** The Manager (HR&A), HHQ, WBSEDCL, Siliguri .

Section – D
Annexure – “A”

| Sl No | Description | Quantity in units | Price excluding GST. | |
|-------|---|----------------------|----------------------|--------------|
| | | | Amount Per Unit | Total Amount |
| 1 | Clean Agent Fire Extinguisher (Store Pressure Type) Capacity- 2 KG | 2 Nos. | | |
| 2 | ABC Fire Extinguisher(Store Pressure Type) Capacity- 6 KG IS : 15683:2006 | 12 Nos. | | |
| 3 | Co2 Fire Extinguisher Capacity-4.5 KG IS: 15683:2006 | 11 Nos. | | |
| 4 | DCP Fire Extinguisher (Cartridge Type) Capacity – 9 KG, IS: 15683:2006 | 2 Nos. | | |
| 5 | MS Fire Bucket Capacity -9 LTR, IS:2546 | 8 Nos. | | |
| 6 | MS Fire Bucket Stand with Shade | 2 Nos. | | |
| Total | | | | |

The Buy back rate for Old Fire Extinguisher

| Sl No | Description | Quantity in units | | |
|-------|---|----------------------|-----------------|--------------|
| | | | Amount Per Unit | Total Amount |
| 1 | ABC Fire Extinguisher(Store Pressure Type) Capacity- 9 KG | 11 Nos. | | |
| 2 | Co2 Fire Extinguisher Capacity-4.5 KG | 11 Nos. | | |
| Total | | | | |