

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Government of West Bengal Enterprise)

(WBSEDCL)

INVITATION OF e-TENDER FOR

Supply, delivery and commissioning of one no. 60 MT capacity pit less type Weigh Bridge including construction of foundation, installation of the Weigh Bridge complete at Santipur Zonal Store under Berhampore Zone, WBSEDCL, NH - 34, Power House Campus, Santipur, Nadia, West Bengal – 741404.

Tender Notice No. ZMB/Estb/NleT/22-23/1556

dated 16.03.2023



**Office of the Zonal Manager
Berhampore Zone, WBSEDCL
Cantonment Road, Opposite to RitwickSadan
Berhampore–742101.
E-mail: zm.berhampore@wbasedcl.in**

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(A Government of West Bengal Enterprise)

(WBSEDCL)

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Section I

NOTICE INVITING e-TENDER



West Bengal State Electricity Distribution Company Limited
(A Govt. of West Bengal Enterprise)
Berhampore Zonal Office

Cantonment Road, Opposite to RitwickSadan
Berhampore, Dist.: Murshidabad
Phone: 03482-253705
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Regd. Office of WBSEDCL:
Vidyut Bhavan,
Block-DJ, Sector – II,
Bidhannagar, Kolkata – 700 091
Website-www.wbasedcl.in
CIN-U40109WB2007SGC113473

NOTICE INVITING e-TENDER

Tender Notice No.ZMB/Estb/NIT/22-23/1556

Date: 16.03.2023

Online Percentage rate quote e-tender in two part for the under mentioned work are invited by the Zonal Manager, Berhampore Zone, Berhampore from eligible, Bonafide, resourceful and experienced vendors as per specified terms, conditions and specification:-

Sl. No.	Name of Work	Quantity	Estimated Cost (in Rs)	Earnest Money (Rs.)	Completion Time
1	Supply, delivery and commissioning of one no. of 60 MT capacity pit less type Weigh Bridge including construction of foundation, installation of the Weigh Bridge complete at Santipur Zonal Store under Berhampore Zone, WBSEDCL, NH - 34, Power House Campus Santipur, Nadia, West Bengal – 741404.	1	22,95,000.00	46,000.00	120 days from the issuance of purchase order

Intending bidder should download the tender documents from the website <http://www.wbtenders.gov.in> directly with the help of Digital Signature Certificate (DSC), without any cost. The amount of Earnest Money Deposit (EMD) as mentioned above shall be deposited by the bidder electronically: online - through net banking enabled bank account maintained at any bank or offline through any bank by generating NEFT/ RTGS challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account, Beneficiary Bank Name (ICICI BANK) & IFSC Code and e-procurement Reference Number. Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from e-Procurement site. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of EMD.

KEY DATES

Sl. No.	Activity	Date & time
A.	Date of uploading of NIT & other Documents (Publishing Date & time)	22.03.23 at 15.00 hrs.
B.	Documents download start date	22.03.23 at 10.30 hrs.
C.	Bid submission starting date	22.03.23 at 11.00 hrs.
	Pre bid meeting	28.03.23 at 14:00 hrs.
D.	Last date & time of submission of bids	20.04.23 at 15.00 hrs.
E.	Date of submission of Earnest Money Deposit etc. (online)	20.04.23 at 15.00 hrs.
F.	Techno-commercial bid opening date	23.04.23 at 11.00 hrs.
F.	Techno-commercially qualified bidders' list uploading date	To be notified later
G.	Price bid opening date	To be notified later

Section II

INVITATION FOR BID(IFB)

INVITATION FOR BID

1. **SCOPE OF WORK: -**

Supply, Installation and Commissioning of 60 MT capacity fully electronic Lorry Weigh Bridge of pitiless type with 16 X 3 Mtr platform. The two Longitudinal main beams should be of each 500mm ISMB single length piece without any welding from SAIL/TISCO, top desk plates of not less than 10mm thickness, the eight load cells should be of Double Ended Share Beam type each load cell should not be less than 45 MT capacity with latest PC , Digitizer and printer including civil works for the weighbridge i.e. foundation, approach ramps with Speed Breakers on turnkey basis at Zonal Store Santipur of W.B.S.E.D.C.L.

- (i) **DESPATCH:** The supplier shall deliver the equipment/materials suitably packed to Zonal Store, Santipur of W.B.S.E.D.C.L. at the address mentioned previously. The materials are to be booked by Road only and the same should suitably be packed and fully insured against all risks and delivery of the consignment as per dispatch instruction to be communicated in due course. Immediately after dispatch of materials/equipment by Road, the successful L1 bidder shall notify the purchaser and consignee officer about value of consignment, weight and dimension of consignment by email and the hard copies of such relevant documents must be sent by post to facilitate smooth delivery of the consignment at destination. Materials/equipment shall have to be dispatched within the stipulated period of the order.

- (ii) **DELIVERY & INSTALLATION:**

a) Supply of the material including Erection, commissioning, including verification and stamping by Weights and Measure shall be completed within 120 (One hundred and twenty) days from the date of issuance of Purchase Order.

CHECKING OF MATERIALS/EQUIPMENT AFTER DELIVERY:

The materials delivered to consignee stores will be subjected to inspection / testing in presence of authorized representative of the supplier if any discrepancy/ dispute in quality arises the supplier shall have to replace the same at the Supplier's cost and WBSEDCL reserves the right to take any penal action whatsoever without any further reference.

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

TECHNICAL ELIGIBILITY CRITERIA OF THE BIDDER

The bidder must have successfully completed similar nature of works during last seven years (date of completion of work should be on or after 17.03.2016) subject to fulfillment of the following criteria:

- i. **Three similar completed works each of the contracts comprising of executed value not less than the amount equal to 40 % of the estimated cost i.e. Rs. 9,18,000.00**
Or
- ii. **Two similar completed works each of the contracts of executed value not less than the amount equal to 50 % of the estimated cost i.e Rs. 11,47,500.00**
Or
- iii. **One similar completed work of executed value not less than the amount equal to 80 % of the estimated cost ie Rs. 18,36,000.00**

N.B.-Completion Certificates indicating Name of the Work, Ordered Amount, Executed Amount, date of commencement and completion of the work and detail communicational address along with contact number of the Client should be submitted by the Bidder. Completion Certificate from the concerned Executive Engineer/District Engineer/Divisional Engineer/Assistant Engineer or equivalent rank and above will be treated as valid credential. Also uploading of copy of work order and schedule of work as supporting documents of completion certificate is mandatory.

COMMERCIAL REQUIREMENT:

- i) Average annual turnover during last three financial years (FY 2019-20, 2020-21 and 2021-22 shall not be less than 30% of the estimated cost.
- ii) Working capital in the year, preceding the year of bid submission (i.e. in financial year-2021-22) shall not be less than 30% of the estimated cost.

iii) In case documents certifying credit facility (Refer Annexure II) from a scheduled Bank is submitted, the requirement given in clause no (ii) shall be judged by adding available credit facility and working capital taken together.

iii) Annual audited Financial Report for last three financial years to be submitted for verification in respect of bidders for whom audit of account is mandatory. For those whose audit of accounts is not mandatory they shall submit copy of IT returns along with related enclosures (Form 3CA/3CB and particulars are reported in the Form 3CD u/s 44AB of Income Tax Act' 1961) for last five financial years (ie 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22).

Necessary documentary evidence as detailed herein above shall have to be uploaded by the bidder to ascertain the commercial eligibility criteria.

3. OTHER STATUTORY REQUIREMENTS (TO BE UPLOADED): -

The Bidder shall furnish the following documents-

- (i) EPF Registration Certificate and Challan for the month of January 2023.
- (ii) I.T Return for last three financial years (ie 2019-20, 2020-21 and 2021-22) & PAN Card.
- (iii) GST Registration No. Certificate.
- (iv) Professional Tax Paid Certificate for the year 2022-23.
- (v) ESI Registration Certificate and Challan for the month of January 2023.
- (vi) Trade License in respect of the prospective Bidder, Proprietorship Firm (Valid Trade License), Partnership Firm (Partnership Deed, Valid Trade License and Power of Attorney), Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License and Power of Attorney), Co-operative Society (Society Registration Copy, Valid Trade License and Power of Attorney)
- (vii) Information regarding any past and current litigation with WBSEDCL/WBSETCL/Govt /PSU in which the bidder is involved the party's concerned and disputed amount.
- (viii) Up-to-date Trade License along with manufacturing license/registration from legal Metrology authorities.

NB: Any MOU/Temporary arrangement to constitute an Entity having no statutory Registration Certificates (Non-Permanent Establishment) beyond the above entities mentioned in 3(vi) for the purpose of applying as prospective bidder will not be considered as valid document.

4. Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.
5. Earnest Money: - Earnest Money Deposit shall be submitted through **online mode only** in the e-Tendering portal (<https://wbtenders.gov.in>).
The Bidder shall deposit the requisite earnest money through online mode only (Bank Name- ICICI BANK LTD, A/C No. 193405000657, Account Title- West Bengal State Electricity Distribution Company Ltd., Account Type – Current, IFSC Code – ICIC0001934, MICR Code-700229096, ICICI Bank Ltd., Block-A, ECOSPACE BUSINESS PARK, RAJARHAT, KOLKATA-700156). Following payment options are available for online payment of EMD, for the intending bidders,
 - i) Net-banking through Payment Gateway.
 - ii) RTGS/NEET Payment: On selection of RTGS/NEET as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEET transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEET payment using his bank account. Once the payment is made, the bidders will come back to e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEET process to be completed.
6. 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, the bidder shall submit along with the offer necessary documents in support of credential (related to the tender) towards financial capabilities to the extent of the estimated financial capacity of the bidder.
7. WBSEDCL reserves its right to take decision keeping its financial interest. The provisions of Purchase Policy along with the Works Policy of WBSEDCL with subsequent amendment will be applicable.
8. 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.
9. The offer against tender should remain valid for a minimum period of 180 days from the date of opening of financial bid. However, WBSEDCL may considering the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

10. Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.
11. WBSEDCL is not bound to accept the rate of lowest bidder and reserves the right to cancel any or all the tenders unilaterally.
12. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL or blacklisted by any unit of WBSEDCL or any Govt. dept. / Autonomous bodies / Govt. PSU / Govt. Institutes from business shall not be eligible to participate in the bidding process.
13. Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders, General Conditions of Contract of this tender along with the Revised Purchase Policy and Works Policy of WBSEDCL.
14. Price Bid of a bidder will be considered only if his Techno-commercial Bid is found acceptable by WBSEDCL. Decision of WBSEDCL will be final and absolute/binding in this respect. The list of techno-commercially qualified bidders will be displayed in the said website in due course.
15. Conditional / Incomplete tender will not be accepted under any circumstances.

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 reserves the right to go to divisible contract, if necessary.
3. WBSEDCL is not necessarily bound to accept the lowest offer.
4. Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
5. Tender submitted after expiry of scheduled date and time shall not be considered.
6. The Bidding Documents are not transferable under any circumstances.
7. No interest shall be payable for Bid Guarantee.
8. Any extraneous conditions will be treated as non-responsive.
9. The Bids must be submitted in prescribed proforma only.
10. 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.
11. 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.
12. 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.
13. **The document uploaded by the bidders should be legible otherwise the bid will be rejected without any prejudice.**
14. **Bid evaluation will be conducted only on the basis of final documents uploaded by the bidders within last date and time of online bid submission. Under no circumstances the bidder will be given any further chance to upload any document (online) after opening of technical bid.**
15. **In case the quoted rate by the bidders is in the range of (-)20% to (-) 80% of the estimated amount, the contractor shall furnish an Additional Performance Security in the format given in Annexure – “VIII” which shall be equal to 10 % of the tendered amount. (As per memo no: 82(5)-POW-13099/3/2018-SECTIONS (POWER) dated 05.07.2021 of Govt. of West Bengal, Department of Power). The Additional Performance Security shall be submitted in the form of Bank Guarantee issued by any Scheduled Commercial Bank as per enclosed format before placement of award of contract.**

Sd/-
(SATYABAN MANDAL)
Addl. CE & Zonal Manager,
BerhamporeZone, WBSEDCL

Section III

INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

1. GENERAL GUIDANCE FOR e-TENDERING:

a) Registration of Bidder:

Any bidder 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://www.wbtenders.gov.in> (the web portal) the contractor is to click on the link for e-Tendering site as given on the web portal.

b) Digital Signature Certificate (DSC):

- i. Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.
- ii. The bidder can search & download NIT & bid document electronically once he logs on to the said website using the Digital Signature Certificate. This is the only mode of collection of bid document.

iii. Submission of Tenders:

- a. General process of submission: Tenders are to be submitted online to the website <http://www.wbtenders.gov.in> in two folders at a time, one in Techno-commercial Proposal & the other in Financial Proposal before the prescribed date & time as per schedule stated in 'KEY DATES' of 'Section-I' 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).

The bidder shall have to go through all the "Annexure" enclosed in this bid document and submit the filled in proforma of the appropriate/relevant annexure with the bidding document putting the signature with seal of the Company before uploading the tender viz. Annexure-I (proforma of letter of undertakings), Annexure-III (Proforma of declaration of Black Listing/Holiday Listing), Annexure-VII etc.

The bidder needs to download the BOQ, fill up the rate 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). Bidders should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

- b. The rate to be quoted in the BOQ on "percentage basis" in the space marked for quoting rate (either excess, less or at par i.e. 0.00%). Quoted rate will be encrypted in the B.O.Q. under Financial Bid. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder).
- c. 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.
- d. Prices indicated in the schedule of prices deemed to include all the levies/duties/taxes/Cess& all other incidentals payable as per statute excluding GST. Relevant GST rule is applicable for the work and shall be paid extra.
- e. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing, will be liable to rejection.
- f. Before the deadline for submission of tenders, W.B.S.E.D.C.L. may modify the bidding documents by issuing addenda. Any addendum/corrigendum thus issued shall be part of the bidding documents and shall be communicated through respective website.
- g. Bids shall be submitted online within the stipulated deadline. W.B.S.E.D.C.L. may at its discretion, extend the deadline of bid submission by issuing an amendment. In that case all rights and obligations of W.B.S.E.D.C.L. and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- h. Tender shall not be allowed to be submitted after the deadline given in the NIT due to any reason whatsoever.
- i. The entire bid document including BOQ and Technical Specification should be read altogether while quoting the rate.
- j. The rates and prices quoted shall cover all obligation of the bidder under the contract and all materials etc. necessary for the proper completion of the work. In this case, Rate should be quoted considering Transportation of materials.

2) DOCUMENTS TO BE UPLOADED:

THE ABOVE STATED STATUTORY/NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

Sl.No.	Category Name	Sub-category Description	Details
A.	EMD	EMD	Scanned copy of documents regarding online submission of EMD.
B.	Declarations	Declarations	a) Undertaking by the bidder (Annexure-I) b) Letter of Bid for the work (Annexure-III) c) Declaration by the bidder (Annexure-VI). d) Proforma of declaration of black listing/ holiday listing (Annexure-VII)
C.	Certificates	Certificates	a) PAN Card. b) Copy of I.T. return for last 3 (three) financial years (2019-20, 2020-21 and 2021-22). c) GST Registration No. d) Professional Tax Paid Certificate for the year 2022-23. e) EPF Registration Certificate and challan for the month of January 2023. f) E.S.I Registration Certificate and challan for the month of January 2023.
D.	Company Detail(s)	Company Detail	1. Proprietorship Firm (Valid Trade License). 2. Partnership Firm (Valid Partnership Deed, Valid Trade License and Power of Attorney) 3. Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License and Power of Attorney). 4. Co-operative Society (Society Registration copy, Valid Trade License, Current Year No Objection Certificate issued by the Assistant Register of Co-Op(S)(ARCS), Valid bye laws and Power of Attorney). 5. Up-to-date Trade License along with manufacturing license/registration from legal Metrology authorities.
E.	Credentials	Credential	Necessary documents regarding similar nature of work done which is applicable for eligibility in this tender (As per Clause no.1 of Pg No 6 of NIT)
F.	Financial Information	Financial Information	a) Copy of I.T. return for last 3 (three) financial years (2019-20, 2020-21 and 2021-22). b) Annual Audited Financial Report for last 3 financial years (2019-20, 2020-21 and 2021-22) 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/3CB and particulars are reported in the Form 3CD u/s 44AB of Income Tax Act'1961) for last 5 financial years (ie 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22) c) In case documents certifying credit facility from a scheduled bank is submitted, the requirement shall be judged by adding available credit facility and working capital taken together. (Annexure -II)

- The bidder shall have to go through all the "Annexure" enclosed in this bid document and submit the filled in Proforma of the appropriate/relevant Annexure with the bid document putting the signature with seal of the Company before uploading the tender viz. Annexure-I (Proforma of letter of undertakings), Annexure-III(Bid Proposal),(Annexure-VI)Declaration by the bidder, Annexure-VII(Proforma of declaration of Black Listing/Holiday Listing) etc.
- Price bid should contain the priced "Bill of Quantities" (BOQ) in one cover (folder). Bidder is to quote the rate on 'Percentage quotation basis' in the space marked for quoting rate in the BOQ.

3) QUOTING OF RATE:

- a) It contains Bill of Quantities (BOQ). The rate to be quoted in the BOQ on "percentage basis" in the space marked for quoting rate (either excess, less or at par i.e. 0.00%). Quoted rate will be encrypted in the B.O.Q. under Financial Bid. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder).

- 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 excluding GST. Relevant GST rule is applicable for the work and shall be paid extra.
- d) If the rate is not quoted against any particular item of work, it will be construed that the item would be executed free of cost and the rates for other items of work are deemed to include its cost. Bidders are in no way allowed to get any escalation of price against this contract.

4) VALIDITY OF BIDS:

Price bid of the tender shall be opened within a stipulated time limit from the date of opening of Techno-Commercial Bid, preferably within 30 (thirty) days.

The tender shall remain valid for a period of 180 (One hundred and Eighty) days from the date of opening of the Price bid. However, W.B.S.E.D.C.L. may, on the merit of case, request for extension of validity of the offer for a further period of maximum 90 (ninety) days without any change in terms & conditions of the offer.

5) EARNEST MONEY DEPOSIT (EMD):

(A) The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:

- ✓ Net-banking through Payment Gateway.
- ✓ RTGS/NEFT Payment: On selection of RTGS/ NEFT as the payment mode, the e-Procurement portal will show a prefilled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the prefilled 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.
- ✓ The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment.
- ✓ Status of NEFT/RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- ✓ In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
- ✓ The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

(B) 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. 33-40267512/ 13 since payment gateway facility used by E-tender portal is maintained by ICICI.

- ✓ Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner if not created earlier.

The EMD shall be forfeited:

1. If any cartel is formed by the bidder.
2. If during the period of validity specified by the bidder, the bidder withdraws/modifies its bid as a whole or part.
3. If bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
4. In case of successful bidder, if bidder fails to accept Order unconditionally and sign contract.

6. BID WITHDRAWAL/MODIFICATION:

The bidder may modify or withdraw his bid after submission but within the deadline of 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.

7. (A) TECHNO-COMMERCIAL BID OPENING:

- a) Technical proposals will be opened by authorized representatives of W.B.S.E.D.C.L. from the web site stated using their Digital Signature Certificate.
- b) Intending bidders may remain present if they so desire.
- c) Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded and handed over to the authorized representatives of W.B.S.E.D.C.L.
- d) Uploading of summary list of technically qualified bidders:
 - i) Pursuant to scrutiny & decision of the authorized representatives of W.B.S.E.D.C.L. the summary list of eligible bidders will be uploaded in the web portals.
 - ii) While evaluation the authorized representatives of W.B.S.E.D.C.L. 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.

(B) OPENING OF FINANCIAL BID:

- a) 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.
- b) The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
- c) 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.
- d) The bids will be evaluated on the basis of technical and financial proposal for the entire scope of work covered under this bid document.
- e) The bidder whose offer has been accepted will be finalized after the evaluation procedure will be notified by the Tender Inviting Authority (authorized representative of WBSEDCL) through Letter of Intimation/ any communication. The same will be made available/uploaded in the website <https://wbtennders.gov.in>.
- f) Decision of Tender Inviting Authority will be final and bound to every bidder.
- g) Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
- h) The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.

8. COST OF BIDDING:

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

9. BIDDER'S SITE VISIT:

Before submitting the bid, the bidder is encouraged to visit and examine the site and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work. Such site visit shall be at the contractor's own expense, risk and responsibility.

10. CORRECTION OF ERRORS:

If there be a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and total price shall be corrected. If there be a discrepancy in figure and word the total amount stated in word shall prevail.

11. TIME SCHEDULE:

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

12. EVALUATION AND COMPARISON OF BIDS:

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

WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive.

The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.

Evaluated bid-price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison; the lowest bid will be selected for award of contract.

Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

13. PROCEDURE OF EVALUATION:

Evaluation of tenders will be done in the following steps:

Step-1 Techno-Commercial Evaluation:

Only those bids meeting the requirements of previous step will be examined and assessed. In case, it is felt necessary by WBSEDCL that post bid discussion are required, the same will be carried out individually with each bidder. The bidders will be required to confirm compliance with all the conditions of bidding document.

Step-2 Opening and evaluation of financial proposal.

Financial proposal of techno-commercially qualified bidders will only be opened & 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.

14. RIGHT TO REJECT BIDS:

Lowest valid rate should normally be accepted.

However, WBSEDCL, does not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annul 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.

Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Bidders who resort to canvassing will be liable to rejection.

Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.

15. AWARD OF CONTRACT:

After approval of bid evaluation by WBSEDCL, WBSEDCL may, at its sole discretion, invite the successful bidder for a pre-award discussion. After such pre-award discussion and prior to the expiry of validity of bid of the successful bidder, WBSEDCL will notify the successful bidder of acceptance of their bid in writing by issuing a letter of intimation/or any communication/LOA/Order. The successful bidder sign and return one copy of the L.O.A./Order to WBSEDCL as an acknowledgement of unconditional acceptance of the same within 3 (three) days of issue of L.O.A./Order.

- 16.** In case of placement of order to the successful bidder the amount of earnest money as deposited by him at the time of participation in the tendering process shall be retained till delivery and successful installation of the items in full satisfaction and thereafter the amount of EMD without incurring any interest will be refunded. **This particular clause will be applicable only for the successful L1 bidder.**

17. TAXES, DUTIES, WAY BILLS AND OTHER LEVIES:

The Bidder shall be solely responsible for the taxes that may be levied on the Bidder's persons or on earnings of any office employee and shall hold WBSEDCL indemnified and harmless against any claims that may be made against WBSEDCL. The WBSEDCL does not take any responsibility what-so-ever regarding taxes under Income Tax Act, for the contractor or his personnel. If it is obligatory under the provisions of Income Tax Act, deduction of Income Tax at source shall be made by WBSEDCL.

All other duties / levies payable (excluding GST) by the bidder shall be included in the bid price and no claim on this behalf will be entertained by WBSEDCL.

GST at specified rate shall be payable / allowable over & above the contract price to the selected bidder having GSTIN.

e-Way bill and challan as applicable has to be submitted on delivery as per rules.

18. CORRUPT OR FRAUDULENT PRACTICE:

WBSEDCL expects that bidders/suppliers/contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, WBSEDCL defines for the purpose of this provision, the terms set forth below as follows:

"Corrupt Practice" means the offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and "Fraudulent Practice" means misrepresentation of facts in order to influence the procurement process of the execution of a contract to the detriment of WBSEDCL and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive WBSEDCL of the benefits of free and open competition.

Will reject a proposal for award if WBSEDCL determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.

Will declare a Firm ineligible either indefinitely or for a stated period of time if WBSEDCL determines any time that the firm has engaged in corrupt or fraudulent practices in competition for, or in executing the contract.

Section-IV

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. SPECIFICATION OF WEIGH BRIDGE: -

- (i) Capacity:-60MT with Overload Capacity +20%, Minimum resolution 10 kg in compliance with accuracy standards of Weight and Measures.
- (ii) Surface:-Pit less Type
- (iii) Platform Size:-16X3 M with minimum ISMB-500mm, Cross Beam-200mm, Platform Top plate-10mm (M S Chequered Plate), Anti Corrosive Paints – One coat Red Oxide and Two Coat Black Enamel Paints, (Make of Steel for platform & other structures should be of primary steel manufacturer like TISCO/SAIL/JINDAL/ESSAR).
- (iv) Load Cell:- 8 nos. of load cell, Compression SS type with high over load capacity with no corner adjustment, to be provided with mounting kit duly painted with Zinc Paint, Capacity minimum 45 MT each, hermetically sealed with lighting protection, OIML certified, protection class –IP- 69 K, Load Cell output minimum 1 mv/v, accuracy < 0.012%
- (v) Protection Class:- IP- 69 K
- (vi) Digital Indicator/Digitizer:- Micro Processor Based 6 (six) digit 7 segment display, auto zero tracking, linear scale, ambient temperature 100C to 500C
- (vii) Accessories:- Junction Box 9 no glands of double compression type with surge arrester to be provided (AL IP-65)
- (viii) Load Cell Cable:- 25 mtrs, Triple Shielded, 6 core
- (ix) P.C:- Core 2 Duo, Pentium -IV, 2 GB RAM, Colour TFT, Monitor (15”), Mouse Key Board, Complete with weighbridge software, make- HP/ Lenovo/ Compaq/ Dell. Printer DMP (Make - TVS)/ Laser (Make – HP). UPS -1 KVA (Backup 2 Hours) Make – APC, Micro Tech, with computer table.
- (x) Earth pit:- Two Nos.
- (xi) Civil Construction:- For above 8 Load Cell based, pit less type, of capacity 60 MT weigh bridge with two side Ramp of 3 Meters should be of standard IRC Act.
- (xii) Power Supply:- 230 Volt AC, $\pm 10\%$, 50 Hz
- (xiii) Brief scope of work:-
 - a) Construction of civil Foundation for 16 mtr. x 3 mtr.
 - b) Weigh Cabin for installation of PC, Printer etc of the new weigh bridge.
 - c) Electrical wiring of weigh cabin with fitting
 - d) Unloading of the Weigh Bridge at site.
 - e) Assembling, installing, commissioning.
 - f) Providing crane/ unskilled laborers during installation.
 - g) Testing, stamping by Weights & Measure Dept. and handing over.

4 Earnest Money for Open Tender

- 4.1 Earnest money/bid guarantees amounting to **Rs. 46,000/- (Rupees Forty Six Thousand Only)** shall have to be deposited.
- 4.2 Exemption from deposition of earnest money/bid guarantee shall not be allowed under any circumstances.
- 4.3 Earnest money shall have to be deposited in online mode as mentioned NIT.
- 4.4 Bid guarantee/earnest money shall be submitted in a separate cover. The mode and amount must be in conformity with requirements set forth in the 'Bid Guarantee' clause, failing which the bid is liable for rejection without opening other covers.
- 4.5. The earnest Money/Bid Guarantee of successful bidder shall be converted into Initial Security Deposit.

2. SECURITY DEPOSIT/ADDITIONAL PERFORMANCE GUARANTEE:

In respect of successful Bidder, the Earnest Money Deposit on acceptance of Tender shall be converted as a part of the Security Deposit. Balance of Security Deposit equivalent to 10% (Ten percent) of contract amount shall be realized by recovering from the progressive bill. In all cases the amount of recovery of the Final Bill will be so adjusted as to make the total amount of Security Deposit equivalent to 10% (Ten percent) to the value of work so executed. The WBSEDCL reserves the right to ask for Performance Guarantee upto 10% of the tendered amount from the successful bidder. **In case the quoted rate by the bidders is in the range of (-)20% to (-) 80% of the estimated amount, the contractor shall furnish an Additional Performance Security in the format given in Annexure – “VI” which shall be equal to 10 % of the tendered amount. (As per memo no: 82(5)-POW-13099/3/2018-SECTIONS (POWER) dated 05.07.2021 of Govt. of West Bengal, Department of Power). The Additional Performance Security shall be submitted in the form of Bank Guarantee issued by any Scheduled Commercial Bank as per enclosed format before placement of award of contract.**

Refund of Security Deposit/Additional Performance Guarantee:

Refund of Security deposit/Additional Performance Guarantee shall be subject to Company's right to deduct/appropriate its dues against the contractor under this contract or any other contract. The Security Deposit/Additional Performance Guarantee

for all type of bids shall be released only after satisfactory expiry of the guarantee period and certified as such by the Controlling Officer of the work upon written request by the contractor under following conditions:

6.1 In case of all Civil works the defect liability period shall be considered six month or expiry of one full monsoon period, i.e. from June to September whichever is later and any defects such as leakages in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of the Engineer-in-Charge.

6.2 All types of Manufacturer's guarantee/warranty wherever applicable are to be issued/revalidated in the name of the owner by the contractual agency. In the case of all Civil works the defect liability period shall be considered six month or expiry of one full monsoon period, i.e. from June to September whichever is later.

Manner of Execution of Contract/Agreement

10.1 The successful bidder has to submit acceptance of the order within 10 days from the date of issue of the order/LOA. The successful bidder shall be required to execute an Agreement on a non-judicial stamp paper of Rs. 100/- with the company with all related documents for satisfactory execution of the work.

10.2 Agreement shall be signed on a date and time to be mutually agreed upon in the office of the Controlling Officer of the work and the same has to be signed by both the parties within 30 days from the date of acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract on behalf of the contractor is to be submitted before signing of the agreement.

10.3 The agreement shall be signed in original and five photo copies. The original agreement shall be retained by the Company and a copy will be handed over to the Contractor.

3. CONTROLLING OFFICER & SUPERVISING OFFICER:

1. Controlling Officer

The Additional Chief Engineer& Zonal Manager,Berhampore Zone, WBSEDCL, will be the overall Controlling Officer of the entire job.

2. Supervising Officer

The Divisional Engineer/ Assistant Engineer (Civil),Berhampore Zonal Office, WBSEDCL will be the Supervising Officer of the entire job.

3. Consignee Officer:

Divisional Engineer(Store), Santipur Zonal Store, Santipur, WBSEDCL

4. Paying Officer

The Manager (F&A), Berhampore Zone, WBSEDCL will be the Paying Officer for the job.

4. TERMS OF PAYMENT:

a) Payment will be made on against receipted challan / invoice signed by the Divisional Engineer/ Assistant Engineer (Civil),Berhampore Zonal Office, WBSEDCL and successful commissioning of the work on submission of the bill duly certified for satisfactory completion of work from Divisional Engineer/ Assistant Engineer (Civil),Berhampore Zonal Office, WBSEDCL along with Store Receive Voucher (SRV).

b) Security Deposit will be 10% of total executed amount and the same will be released after satisfactory performance of the equipment and on expiry of warranty period.

The bill will be processed within 45(days) form date of submission of tax invoice in triplicate along with requisite documents as mentioned above.

5. LIQUIDATED DAMAGE:

If the contractor fails to complete the work successfully within the time specified in the Contract or any extension thereof, the Company shall recover from the contractor as liquidated damages a sum of half percent (0.5%) of the contract value of works for each calendar week of delay or part thereof of delay subjected to the Force Majeure.

The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work.

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

6. TERMINATION OF CONTRACT:

If the successful bidder neglects or fails to deliver the items or fails to deliver the items within scheduled time as per the contract and the time to time instruction, the Company shall have right to terminate the order/letter of intent/purchase order after giving notice in writing to the bidder. If the bidder fails, after 14 (fourteen) days of such notice, to proceed with the work in the manner notified, the Company shall terminate the contract with the rights to impose penal measures.

7. FORCE MAJEURE:

The Contractor/ Vendor shall not be liable to pay any liquidated damage for reasons of force majeure such as acts of God, acts of the public enemy, acts of Governments, fire, flood, epidemics, quarantine restriction etc.

The Company shall not be responsible or liable to pay any compensation for any interruption in your work at the site due to strike, lockout, riot, earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. The Company shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work. The incident of the Force Majeure shall have to be reported to the Controlling officer within 6 (six) hours from the occurrence of such Force Majeure.

8. LANGUAGE AND MEASUREMENT:

All documents pertaining to the contract including schedule notices, correspondences, operating and maintenance instruction, or any other writings be written shall be in English language. The metric system measurement shall be used exclusively in this contract.

9. SETTLEMENT OF DISPUTES:

All disputes concerning question of act arising under the contract shall be decided by the WBSEDCL 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. However, the Calcutta High Court shall have exclusive jurisdiction in all matters arising under the Contract including settlement of disputes.

10. GST:

GST shall be allowed over and above the quoted amount at the prevailing rate & applicable value.

Trial Runs/Test:

The contractor shall inform the Corporation in advance of his intention to commission the equipment(s) for a trial run/test. In such an event the contractor shall provide the necessary staff and meet all other expenses for carrying out the trial runs/tests. He shall ensure that every portion of works such as power supply and any associated material, required for performing such test runs are also completed before undertaking the trial runs.

11. GUARANTEE PERIOD:

The contractor shall guarantee all work done and material used by him. The contractor shall also guarantee that the design, materials and workmanship for each component of the equipment and the work are of first-class quality and as per specifications and that whole equipment will operate successfully in all respect required by the specifications with no undue noise, heating, straining of parts, wear and vibration, even during voltage fluctuation. The period of guarantee on all plant and equipment including load cells shall be **60 months from the date of successful commissioning of the weigh machine**. The supplier shall warranty to replace or repair the same to the satisfaction of the purchaser. If the supplier fails to do so within a reasonable time, WBSEDCL reserve the right to effect repair or replacement by any other agency and recover charges for repair or replacement from the supplier.

12. Inspection and Testing:

After opening of Techno-Commercial part of the tendering authority at its discretion may send their representative for inspection of factory premises at any day within working hrs. to ensure participating tenderer's manufacturing capability & technical eligibility to combat with WBSEDCL's requirement.

Section-V

ANNEXURE

PROFORMA OF LETTER OF UNDERTAKINGS (To be submitted by the Bidder along with his Bid) (To be executed on non-Judicial stamp paper of requisite value)

Ref.....

Date.....

To

Dear Sir,

1. I/We* have read and examined the following Bidding Documents relating to the (full scope of work).
 - a) Notice Inviting Tender
 - b) "Invitation to Bid" (INV), "Instruction to Bidders (ITB)", "General Conditions of Contract (GCC), Scope, and other conditions of contract.
2. Specification of the items.
3. I/We* hereby submit our Bid and undertake to keep our Bid Valid for a period of 180 days from the date of opening price bid. I/We* hereby further undertake that during said period I/We* shall not vary alter or revoke my/our Bid. This undertaking is in consideration of WBSEDCL, agreeing to open my/our* Bid and consider and evaluate the same for the purpose of award of Work in terms of provisions of clause entitled "Award of Contract" under Section "Instruction to Bidders (ITB)" in the Bidding Documents. Should this Bid be accepted, I/We* also agree to abide by and fulfill all the terms and conditions of provisions of the above-mentioned Bidding Documents.

Signature along with Seal of Co.....

(Duly authorized to sign the Tender on behalf of the Contractors)

Name.....

Designation

Name of Co.....

(IN BLOCK LETTERS)

WITNESS

Signature.....

Date.....

Name & Address.

Telegraphic Address.

Telephone No. Fax No.....

E-mail.....

PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s which is submitting the application for enlistment nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing Partner have been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/state power utility services, except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s submitting the application for enlistment nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/state power utility services except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a Company:

We hereby declare that we have not been placed on any holiday list or black list declared by WBSEDCL, WBSETCL or any central/state power utility services, except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular WBSEDCL, WBSETCL or is Administrative Ministry, shall have the right to reject my/our enlistment/bid and if the bid has resulted in a contract, the contract is liable to be terminated.

Signature with date & seal of the Bidder

PROFORMA OF AGREEMENT

(To be executed on Nonjudicial Stamp Paper of Rs.100/-)

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

WHEREAS the WBSEDCL invited tender vide Tender Notice No..... (annexed hereto) for “.....”

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

AND WHEREAS AFTER consideration of the tender submitted by the Contractor, with clarification(s), WBSEDCL accepted the said tender submitted by the Contractor and placed Letter of Award no/ PO No.....

NOW THERFORE, WBSEDCL and the Contractor agree as follows:

1. The Contractor agrees to undertake the work of..... "as per Letter of Award no/ PO No..... dt referred to above.
2. WBSEDCL agrees to pay the contractor as per the Letter of Award no/PO No. dt..... referred to above.
3. Both the Contractor and 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 Calcutta, High Court, Kolkata.

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

SIGNED, SEALED AND DELIVERED

.....
Contractor
.....
Witness
.....
Witness

.....
WBSEDCL
.....
Witness
.....
Witness

ANNEXURE-VI

FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To,

WHEREAS _____ (Name and address of the Contractor) (hereafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ Dated _____ to execute _____ (name of Contract and brief description of Works (hereinafter called "the Contract")).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled Commercial Bank for the sum specified therein for 'ADDITIONAL PERFORMANCE SECURITY DEPOSIT' for compliance with his obligation in accordance with the Contract.

NOW THEREFORE we _____ (indicate the name of the bank & branch) have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we _____ (indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of Rs. _____ (amount of guarantee) _____ (in words). We undertake to pay you, upon your first written demand and without cavil of argument, a sum within the limits of _____ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK

by:

(Signature)
(Name)

(Designation)
(Code Number)
(Address)

NOTES:

1. The bank guarantee should contain the name designation and code number of the officer(s) signing the guarantee.
2. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

BID PROPOSAL

Bidders Name & Address:

Bid Proposal Reference:

Person to be contacted:

Designation:

Telephone No.:

Email address:

To,

The _____

Sub: Proposal for _____

Ref: Tender Notice No: _____

Dear Sir,

1. We, the undersigned Bidder, have read and examined in detail the specifications and Bid documents of the above work and hereby propose to execute the work as detailed in specification and documents.

2. PRICES AND VALIDITY

- i. Our prices stated in the bid are Firm/Variable*. Price adjustment is applicable /not applicable* in line with the bidding documents. Our quoted prices and other terms and conditions of this proposal are valid for a period of 180 days* after the date of opening of price bid. We further declare that prices stated in our Proposal are in accordance with your "Instruction to Bidders" included in Condition of Contracts of Bid documents.
- ii. We do hereby confirm that our bid prices as quoted in Quotation sheet includes all the taxes, duties and levies and confirm that any such taxes, duties and levies additionally payable shall be to our account. We further confirm that no tax & duties in any form shall be payable by the Owner except GST.
3. We have studied of Section ITB relating to Tax and we hereby, declare that if any income-tax, surcharge on income-tax or any other corporate tax is attracted under the law, we agree to pay the same.

4. BID PRICE

We declare that our total bid price in Indian Rupees is given in _____ of Schedule _____ submitted in Cover-II for the entire scope of work as specified in your Bidding Documents.

5. DEVIATIONS

- i. We declare that the Works shall be performed strictly in accordance with the specifications and documents all of which have been detailed out exhaustively in the following Schedules (submitted in cover-II), irrespective of whatever has been stated to the contrary anywhere else in our proposal.
- ii. We confirm that specified stipulation of following Clauses is acceptable to us and no Deviation/exceptions are taken on any account, whatsoever in the following Clauses:

a)	Terms of Payment	SectionGCC/ITB/IFB/NIT
b)	Contract Performance Guarantee/Additional Performance Guarantee/Agreement/ Indemnity Bond	SectionGCC/ITB/IFB/NIT

c)	Liquidity Damages for Delay	SectionGCC/ITB/IFB/NIT
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6. BID PRICING

We further, declare that the prices stated in our Proposal are in accordance with your 'Instruction to Bidders' included in Conditions of Contract of Bid documents.

7. PRICE BASIS

We declare that our price components are on FIRM BASIS.

8. CONTRACT PERFORMANCE GUARANTEE

We agree that in case of selection of our bid proposal, we must abide by the terms of retention of earnest money by WBS&DCL as security deposit till 90 days after successful completion of delivery items.

9. QUALITY PLANS

The contractor is responsible for the proper execution of work as per drawing. The work beyond the customer's hold points will progress only with the Owners consent. The Owner will also undertake quality surveillance and quality audit of the Contractor's/Sub contractor's works, systems and procedures and quality control activities. The Contractor farther agrees that any change in the Quality Plan will be made only with the Owner's approval. The Contractor shall also perform all quality control activities, inspection and tests agreed with the Owner to demonstrate full compliance with the contract requirements.

10.1 The Contractor also agrees to provide the Owner with the necessary facilities for carrying out inspection, quality audit and quality surveillance of Contractors and its Sub-Contractor's Quality Assurances System. It is expressly agreed to by the contractor that the quality tests and inspection by the Owner shall not in any way relieve the Contractor of its responsibilities for quality standards, and performance guarantee and their other obligations under the Agreement.

10.2 If Is further agreed by the -Contractor that the contract performance guarantee shall in no way be constructed to limit or restrict the Owner's right to recover the damages/compensation due to poor workmanship or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and or otherwise.

10.3 The contract performance guarantee furnished by the contractor is irrevocable and unconditional and the Owner shall have the powers to invoke it notwithstanding any dispute or difference between the owner and the contractor pending before any court, tribunal or any other authority.

10.4 This Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede and prior correspondence terms and conditions contained in the Agreement. Any modification of the agreement shall be affected only by a written instrument signed by the authorized representative of both the parties.

11. CHECKLIST

We have included a Check List duly filled in.

Dated this _____ day of _____ 2022 Signature _____ in the capacity
of _____ duly authorised to sign for and on behalf
of _____

(IN BLOCK CAPITALS)

*Strike out the portion which is not applicable

**PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT /FACILITIES (TO BE GIVEN BY
BANKER OF BIDDER)**

BANK CERTIFICATE

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

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

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

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

Sd/-

Name of Bank.....

Name of authorized Signatory.....

Designation

Phone No.....

Address.....

SEAL OF THE BANK