

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Govt of West Bengal Enterprise)

CIN: U40109WB2007SGC113473

Distribution Head Quarter: 1st Floor, 'B'- Block

Vidyut Bhavan: Bidhannagar : Kolkata -700 091


Invitation of e-tender for

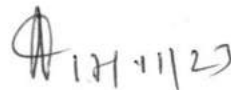
**Supply, delivery & installation of Godrej-make furniture and
storages along with supply delivery and installation of one
Cassette AC for the office of Chief Engineer, Distribution
(South) for Chief Engineer Distribution (South) Department**

Vidyut Bhavan

Tender Notice No- CE (Dist-S)/Furniture /1

Date: 17.11.2023


(Partha Pratim Dutta)
Chief Engineer, Distribution (South)


17.11.23



WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

Distribution Head Quarter : 1st Floor, 'D'- Block

VidyutBhavan: Bidhannagar : Kolkata -700 091

NOTICE INVITING E-TENDER

NIT No.: CE (Dist-S)/Furniture /1

Date: 17.11.2023

The Chief Engineer, Distribution (South) Department invites e-tenders for the following work:


Name of Work	Supply, delivery & installation of Godrej-make furniture and storages along with supply delivery and installation of one Cassette AC of Hitachi/ Daikin/Voltas make for the office of Chief Engineer, Distribution (South)
Earnest Money	Rs. 13,250/- (Rupees thirteen thousand and two fifty only)
Estimated Cost	Rs 4,50,000/- (Four Lakhs Fifty thousand) Tax will paid extra as applicable.

Terms & Conditions

- Techno-Commercial Requirements of the Bidder (Must Conditions):**
 - Experience of having successfully completed such supply or installation of furniture & workstations (**Godrej**) work during last 7 (seven) years with fulfilment of any of the following criteria:
 - 3 completed works, each costing not less than Rs. 1.59 lakh in a single contract or,
 - 2 completed works, each costing not less than Rs. 2.65 lakh in a single contract or,
 - One completed work, costing not less than Rs. 4.24 lakh in a single contract.
 - Valid PAN, GSTIN, PTPC, GST returns of last 2 (two) years, IT returns of last 3 (three) financial years.
 - Valid Authorized Dealership Certificate from Godrej Interio.**
- For e-filling of bids, intending bidder shall download bid documents from the website: <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Both Techno-commercial Bid and Price Bid are to be submitted concurrently, duly digitally signed, in the same website within time schedule below.
- Earnest Money Deposit shall be mandatorily deposited online through the website <https://wbetenders.gov.in> via Net-banking via Payment Gateway or RTGS/NEFT Payment as elaborated in the Section "Instructions to Bidders" of the bid document. There is no option for offline submission of EMD through DD/Pay order/Banker's cheque etc. There is no tender cost for this tender.
- No mobilization advance and secured advance will be allowed.

5. GST shall not be considered in the quoted rate of the bidders. It shall be payable extra as per prevailing rules.
6. WBSEDCL does not bind itself to accept the lowest bid and reserves the right to reject any or all the bids or part thereof and also the right to split the work at its discretion without assigning any reason whatsoever.
7. **Date and Time Schedule for Tendering:**

Sl. No.	Particulars	Date & Time
1	Uploading of NIT & other Documents (Online) (Publishing Date)	24.11.2023 at 11.00 Hrs
2	Documents downloading start (Online)	24.11.23, at 11.00 Hrs
3	Date of Pre-bid meeting	30.11.2023 at 11.30 Hrs at Distribution Head Quarter Conference Room
4	Bid submission starting (Online)	01.12.2023, 15.00 Hrs
5	Bid submission closing (Online)	07.12.2023, 17.00 Hrs
5	Techno-commercial bid opening (Online)	11.12.2023, at 12.00 Hrs
6	Techno-commercially qualified bidders' list uploading (Online)	To be notified in due course
7	Price bid opening (Online)	


 (Partha Pratim Dutta)
 Chief Engineer Distribution (South)

A 17/11/23

INSTRUCTION TO BIDDERS

IB.1. General Guidance for e-Tendering

i) Registration of Contractor:

Any contractor intending to take part in the process of e-tendering will have to be enrolled & registered with the Government e-Procurement System, through <http://www.wbtenders.gov.in>.

ii) Digital Signature certificate (DSC):

- a) Each intending bidder is required to obtain a 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 relevant website. DSC is given as a USB e-Token.
- b) The intending bidder can search & download NIT & bid document electronically once he logs on to the said website using the DSC. This is the only mode of collection of bid document.
- c) **Submission of Tenders:**
Tenders are to be submitted online through the above website in designated folders at a time, before the prescribed date & time. The documents are to be uploaded as virus scanned copy, duly digitally signed. The documents will get encrypted (transformed into non readable formats).

IB.2. Scope of Work

Scope of the work under this bid is intended for supply, delivery and installation of Godrej make furniture and storages together along with **One no. Two tone capacity Cassette AC of Hitachi/ Daikin/Voltas make** as per **Annexure-I** for Chief Engineer, Distribution (South) Department, WBSEDCL at 1st Floor, B Block at Vidyut Bhavan, Salt Lake as per the schedule of work and terms & conditions of the tender and instruction of the Controlling Officer. The scope includes supply of all materials, labour, tools & tackles, carriage, loading, unloading etc. and including all taxes, duties, levies etc. except GST & labour cess required to complete the job in all respect.

IB.3. Earnest Money Deposit

- a) A bidder desirous of taking part in a tender invited by offices of WBSEDCL shall login to the e-Procurement portal of Government of West Bengal <https://wbtenders.gov.in> using his login Id and password.
- b) 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:
 - 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-fired 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.
 - iii. Submission of EMD through BG: There is no option to submit earnest money through BG for this tender.
- c) General Instructions for Online Payment:
 - The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment.

- Status of NEFT/RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- In case actual EMD amount as per NIT is more than the one shown in E-tender portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

d) Refund/ Settlement of EMD Amount:

- For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz. 033_40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI.
- Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner, if not created earlier.

e) Forfeiture of EMD Amount:

WBSEDCL reserves the right to forfeit the EMD of the successful bidder, in the event of his failure within the period stipulated in the bid document, to -

- ✓ Accept LOI/order unconditionally.
- ✓ Submit and/or sign contract agreement.
- ✓ Submit indemnity bond.

IB.4. Time Schedule for delivery and installation of materials

Delivery and installation of the materials 30 **days** from the date of placement of LOA. Time is the essence of the contract and the entire work must be completed within the stipulated completion time.

IB.5. Quoted Rate to be Inclusive

The bidder's quoted rate shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the work to WBSEDCL by the contractor. The quoted rate shall be deemed to include and cover the cost of all equipment, temporary work materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the contractor for execution of the work or any portion thereof.

The bidders' quoted rate shall also include all kinds of taxes, duties, levies and incidental charges, except GST. GST shall not be considered in the quoted rate of the bidders. It shall be payable extra as per prevailing rules.

No exemption or reduction of customs duties, excise duties, sales tax, tax on works contract, cess or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body) (except sanction fees levied by Municipal authority/WBF&ES/ Power Utility for issue of sanction in the name of WBSSEDCL, which are to be borne by WBSSEDCL) will be granted or obtained. All such expenses shall be deemed to be included in and covered in the contractor's quoted rate. The contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.

IB.6. Submission of Bid: Bids shall be submitted as under:

IB.6.1 Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents asked for, in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders-**one is Technical Proposal and the other is Financial Proposal**. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format(PDF) to the portal in the designated locations of Technical Bid.

IB.6.2 The bidder needs to download the Forms/ Annexure, fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid.

IB 6.3. The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

IB.6.4 Technical Proposal:

The Technical Proposal shall contain scanned copies and/or declarations in the following standardized formats in two covers (folders).

IB.6.4.1 Folder-1: Scanned copy of Bank Guarantee (BG) towards Earnest Money as prescribed in NIT along with under takings (ANNEXURE-II & ANNEXURE-III) and also original Bid proposal (ANNEXURE -IV) are to be submitted in details in folder-1 and scanned copy of NIT along with addendum and corrigendum if any.

IB.6.4.2 Folder-2: Credentials and documents in support as mention below

Sl. No.	Category Name	Sub-Category Description	Details
A.	Certificate(s)	Certificate(s)	Valid PAN, GSTIN, PTPC, GST returns of last 2 (two) years, IT returns of last 3 (three) financial years, dealership certificate from Godrej.
B.	Credentials	Credential(s)	Self-attested copies of orders with work completion documents to establish work experience as required in the NIT.

IB.6.5 Financial Proposal:

The financial proposal should contain the following documents in one cover (folder) named as Financial Proposal Folder.

IB.6.6 Bill of Quantities (BOQ) :

The bidder is to quote the Price online through computer in the space marked for quoting Price in the BOQ.

IB.6. Bid Validity

Bids shall remain valid for a period of 180 (one hundred & eighty) days from the scheduled or extended deadline of bid submission, whichever is later. Prior to the expiry of such bid validity period, WBSEDCL may request the bidders for a suitable extension of validity of their bids. A bidder may refuse such request without forfeiting his bid security. Bidders agreeing to such request will neither be required nor be permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of the relevant clause regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

IB.7. Bid Currency

All prices shall be considered in Indian Rupees only.

IB.8. Zero deviation

Bidders shall note that this is a zero-deviation tender. Submission of bids shall be purely based on the terms & conditions of the bid document, together with any amendment issued by WBSEDCL based on the outcome of the pre-bid meeting. Bids with any deviation to the bid conditions shall be liable for rejection. However, WBSEDCL may seek any clarification and/or analysis of rate from any bidder as per provision contained in this bid document.

IB.9. Amendment of Bid Document

WBSEDCL reserves the right to modify the bid document at any time by issue of addenda/corrigenda and uploading in the web portal, but not later than 5 (five) days prior to the deadline for submission of bids. Such addenda/corrigenda shall be binding on the bidders and shall have to be submitted as an integral part of the bid. In order to afford prospective bidders reasonable time to take the addenda/corrigenda into account while preparing their bids, WBSEDCL may, at its discretion, extend the deadline for bid submission.

IB.10. Bid Submission

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

IB.11. Bid Withdrawal/Modification

The bidder may modify or withdraw his bid after submission only within the deadline of bid submission. Modification/withdrawal of bid by any bidder after expiry of deadline of bid submission shall result into forfeiture of their earnest money.

IB.12. Bid Opening & Evaluation

- a) Techno-commercial bids shall be opened online on the stipulated date of opening, and thereafter, scrutinized offline together with the status of EMD. After that, the 'Technical Evaluation Summary' shall be published in due course in the web portal, showing the list of techno-commercially qualified bidders and the date & time of price bid opening.
- b) Subsequently, price bids of such qualified bidders shall be opened online on the stipulated date and thereafter, scrutinized offline. Bid positions shall be determined based on total landed price of the bidders. After that, the 'Financial Evaluation Summary' showing the respective bid position of the bidders shall be published in the web portal.
- c) **L1 bidder will be determined on comprehensive manner . The bidder shall quote rate for each ten (10) numbers of items separately and L1 will be determined on the basis of total amount arrived for all ten (10) number of items.**

WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.

IB.13. Bidder's Site Visit

Before submitting the bid, the bidders may visit the site, at their own cost, risk & responsibility and obtain all information that may be necessary for preparing the bid.

IB.14. 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.

IB.15. Formation of Cartel

Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the parties. Repeated occurrence of such evidence of above bidders may also be viewed seriously by WBSEDCL and penal measures as deemed fit will be imposed on such bidder.

IB.16. Generation of Vendor Id

Upon receipt of intimation from WBSEDCL regarding acceptance of his bid, the successful bidder shall have to self-generate his vendor id under WBSEDCL through the web portal: www.wbsedcl.in under tab 'Vendor Corner' and email it to the Tendering authority for confirmation. Else, PO cannot be issued.

IB.17. Liability of Government

It is expressly understood and agreed by and between bidder/Contractor and WBSEDCL that WBSEDCL is entering into the agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India/Government of West Bengal is not a party to the agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that WBSEDCL is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India/State of West Bengal and general principles of Contract Law. The Bidder/ Contractor expressly agree, acknowledge and understand that WBSEDCL is not an agent, representative or delegate of the Government of India/Government of West Bengal. It is further understood and agreed that the Government of India/Government of West Bengal is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India/Government of West Bengal arising out of this Contract and covenants not to sue to Government of India/Government of West Bengal as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

IB.18. WBSEDCL's Right to Accept or Reject Bids

The right to accept the tender will rest with WBSEDCL, who does not bind themselves to accept the lowest bid, and reserves the right to reject any or all the bids received, without assigning any reason whatsoever. WBSEDCL also reserves the discretion to award the work to one bidder or to split the same between more than one bidder. The quoted rate of the bidder shall hold good for such eventualities.

Bids where 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 bid containing uncalled for remarks or any additional conditions are liable to be rejected.

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

WBSEDCL reserves the right to accept or reject any bid, and to annul the bid process and reject any or all the bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidder of the grounds for WBSEDCL's action.

IB.19. Award of Contract

After approval of bid evaluation by WBSEDCL, it 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 Award (LOA)/Order.

IB.20. Process to be Confidential

The information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process.

The contractor shall not communicate or use in advertising, publicity in any other medium photograph or other reproduction of the works under this contract, or other information, concerning the works.

All documents, correspondence, decisions and other matters concerning the contract shall be considered of confidential and restricted nature by the contractor and he shall not divulge or allow access to these to any unauthorized persons.

IB.21. Corrupt and Fraudulent Practices

It is the WBSEDCL's policy to require that bidders observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the WBSEDCL:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "Fraudulent practice" means misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the WBSEDCL, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the WBSEDCL of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

- (c) will cancel the firm's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives.
- (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a WBSEDCL contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a WBSEDCL contract; and
- (e) will have the right to get the firm audited by auditors appointed by the WBSEDCL.
- (f) will cancel the contract if at any stage it comes to know that the firm has any relation with any of the employees of the WBSEDCL.

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the WBSEDCL Bidders shall furnish information as described in the Bid document on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.

Bidders shall be aware of the provisions on fraud and corruption stated in the Contract under the clauses indicated in the bid document.

GENERAL CONDITIONS OF CONTRACT

GP.1. Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them:

- GP.1.1 "Commencement Date" means the date of placement of LOA.
- GP.1.2 "Provisions" means these General Provisions, and the Special Provisions.
- GP.1.3 "Contract" means the agreement between the Employer and the Contractor for execution of the work together with contract document incorporating the provisions, specification, Employer's and Contractor's Drawings, price & other completed Schedules, Bid Proposals, Letter of Award and such further documents as may be expressly incorporated in the Letter of Award and the term 'Contract' shall in such documents be construed accordingly.
- GP.1.4 "Contract Price" means the sum stated in the Letter of Award as payable to the Contractor for execution and commissioning of the entire works under the scope of contract subject to such addition & adjustments thereto or deductions there from as may be made pursuant to the contract.
- GP.1.5 "Contractor" or "Agency" means the successful bidder whose Bid has been accepted by WBSEDCL and the legal successors in title to the Contractor and permitted assignee of the Contractor.
- GP.1.6 "Contractor's Equipment" means all appliances or things of what so ever nature required for the purposes of execution of work and which are to be provided by the contractor but does not include any equipment or material intended to form part of work.
- GP.1.7 "**Warranty Period**" or "**Defect Liability Period**" means the period as mentioned in relevant clause of the bid conditions, during which the contractor is responsible for making good the defects and damages occurred to the work or material thereof in accordance with relevant tender clause.
- GP.1.8 "Engineer/Controlling Officer" means an Engineer/ Officer to be appointed by the Employer to act as Engineer/Officer in accordance with relevant tender clause.
- GP.1.11 "Employer"/ "Purchaser"/ "Owner" means West Bengal State Electricity Distribution Company Limited (WBSEDCL) and the legal successors in title to WBSEDCL and any assignee of WBSEDCL.
- GP.1.12 "Employer's Drawings" means all the drawings and information provided by the Employer to the Contractor under the Contract.
- GP.1.13 "Employer's Representative" means any representative of WBSEDCL appointed from time to time by WBSEDCL to perform the duties of employer.
- GP.1.14 "Final Certificate of Payment" means the certificate to be issued by the Employer in accordance with relevant clause of this bid document.
- GP.1.15 "Force Majeure" shall have the meaning as set forth in relevant clause of this bid document.
- GP.1.16 "Gross Misconduct" means any act or omission of the Contractor in violation of the most elementary rules of diligence which a conscientious Contractor in the same position and under the same circumstances would have followed.
- GP.1.17 "Notification of Award" means notice of acceptance of the bid in writing to the successful bidder, indicating the sum the purchaser will pay for the work.
- GP.1.18. "Letter of Award"/ "Order" means the formal award by the Employer of the bid incorporating all adjustments or variations to the Bid agreed between WBSEDCL and the Contractor to be issued in accordance with relevant tender clause.
- GP.1.19 "Performance Guarantee"/"Contract Performance Guarantee" means the security to be provided by the Contractor in accordance with GP.3 for the due performance of the Contract.
- GP.1.20 The term "Equipment", "Materials", and "Stores" shall mean and include all things to be provided by the Contractor under the Work.
- GP.1.21 "Programme" or "Work Programme" means the Programme to be submitted by the Contractor and any approved revisions thereto.
- GP.1.22 "Risk Transfer Date" means the date when the risk of loss of or damage to the works passes from the Contractor to WBSEDCL.

GP.1.23 "Schedule of Prices" means the completed Price Schedules or any part or individual schedule thereof, submitted by the bidder with his Bid and forming a part of the contract documents.

GP.1.24 "Site" means the place or places, where work is to be executed by the contractor or to which equipment and machinery are to be delivered, together with so much of the area surrounding the same as the Contractor shall with the consent of the Employer use in connection with the work other than merely for the purposes of access.

GP.1.25 "Specification" means the specification of the Works included in the bid documents and

included in the Contract with any modification thereof by employer.

GP.1.26 "Sub-Supplier"/"Sub-Vendor" means any company (other than the Contractor) for supply of any equipment /material proposed by the intending bidders in their submitted bids with the written consent of the Employer and the Sub-supplier's legal successors in title but not any assignee of the Sub-supplier.

GP.1.27 "Final Acceptance" / "Taking Over Certificate" shall mean WBSEDCL's written acceptance for the work performed after successful commissioning /completion of performance and guarantee tests as specified elsewhere in Bid document or otherwise agreed in the contract.

GP.1.28 "Tender"/"Bid" means the contractor's complete offer in accordance with bid documents submitted to WBSEDCL for the execution of the works.

GP.1.29 "Tests on Completion" means the tests specified in the Contract or otherwise agreed by WBSEDCL and the Contractor to be performed before the works are taken over by WBSEDCL.

GP.1.30 "Time of completion" means the time stated in the "Time Schedule" for completing the work or any part thereof and passing the tests on completion calculated from the commencement date unless extended.

GP.1.31 "Variation Order" means any written order, identified as such, issued to the Contractor by WBSEDCL under relevant tender clause.

GP.1.32 "Work" means and include all work covered in the scope of the contract, services as per specifications and completion, erection, testing and putting into satisfactory operation including all supply, transportation, handling, unloading and storage at site.

GP.1.33 "Government" means Government of India or Government of West Bengal, as the case may be.

GP.1.34 Written Communications:

Wherever in the Contract provision is made for a communication to be "written" or "in writing" this means any handwritten, type written or printed communications including telex and facsimile transmission.

GP.1.35 Notices, Consents & Approvals:

Wherever in the Contract, provision is made for the giving of notice, consent or approval by any authorized person, such consent or approval shall not be unreasonably withheld. Unless otherwise specified, such notice, consent or approval shall be in writing and the word "notify" shall be construed accordingly.

GP.2. Terms of Payment

Upon completion of the delivery and installation, the contractor shall submit his GST invoice in triplicate addressing to **Chief Engineer(Distribution-South)** with all necessary enclosures. Payment shall be made electronically through RTGS/NEFT to the contractor's Bank account as per details to be provided by them. To facilitate payment through RTGS/ NEFT, the successful bidder will have to fill in the enclosed Mandate Form and submit, along with one cancelled cheque (if not already submitted at this Office). All statutory deductions as per Govt. and statutory rules and TDS will be made from the bills.

GP.3. Goods and Services Tax (GST)

Prevailing GST rules shall be applicable for the contract, including amendments as may be made by the Govt. from time to time during the contract period. GST is not to be included in the quoted rate/ contract price and is payable extra as per prevailing rules.

GP.4. Security Deposit

5% of the invoice value will be retained as security deposit and same shall be release after successful completion of defect liability period as mentioned at clause GP-5.

GP.5. Defect Liability Period

Defect Liability Period shall be 12 (twelve) months from the date of actual completion of the entire contractual work. The entire work shall be under free warranty by the contractor for this period. During this period, the contractor shall be responsible for making good any defect or damage to any part of the work at his own cost and responsibility. The time allowed by the Controlling Officer to the contractor to make good the defects shall be mandatory, failing which the loss or extra cost incurred by WBSEDCL for such delay/non-performance shall be deducted from the contractor's security money.

GP.6. Sub-letting of Contract

The Contractor shall not assign or sub-let the contract or any part thereof without consent of WBSEDCL. However, even if such consent is given by WBSEDCL, it shall not relieve the contractor from any obligation, duty or responsibility under the contract. In case of sub-letting of the contract or any part thereof, that shall not establish any contractual relationship between WBSEDCL and the approved sub-vendor and shall not affect any of the liabilities and obligations of the Contractor under the contract.

GP.7. Materials

WBSEDCL shall not supply any material, tools & tackles etc., which shall have to be supplied by the Contractor for the entire job. The materials/items shall be of specified quality & make/brand (as applicable) as per the bid specification/approval of WBSEDCL. Sample approval may have to be obtained from the Controlling Officer, if asked for, at the contractor's expenses.

Furniture & storages to be supplied shall be **Godrej-make only**. These items shall have to be procured from the original manufacturer or his authorized dealer only. Dealership certificate of the dealer together with the manufacturer's original guarantee/warranty certificate for such items shall have to be submitted, with counter-warranty by the contractor.

If the Controlling Officer finds an item to be not of the specified quality or unfit for the work, he shall be at liberty to instruct for removal of such items. The Contractor shall remove the same within 24 hours after such instruction. If the Contractor fails to remove them within such time, the Controlling Officer may remove them anywhere at the Contractor's risk and any cost incurred in doing so shall be deducted from the dues to the Contractor under the contract.

The contractor shall be the custodian of all materials etc. during execution of the job, but WBSEDCL shall have the liberty to inspect the materials any time during the period of contract and give instructions as to their use etc. WBSEDCL will bear no responsibility for the safety & security of the materials and men of the contractor.

GP.8. Supervision: No installation work shall be carried out without the knowledge, prior intimation, approval and checking by the Employer's representatives. Else, WBSEDCL shall have the right to reject such work or accept such work or part thereof with non-admissibility of payment. Recurrence of such incident may attract penal measures on the Contractor as may be decided by WBSEDCL.

In the event any work carried out by the Contractor is found defective or not in conformity with the specification and/or drawings, the Owner shall reject the work and ask the Contractor to rectify/replace/reconstruct the same free of cost to the Owner. If the Contractor fails to do so, the Owner may:

- a) Rectify/replace/reconstruct such defective work and recover the cost involved from the Contractor, or,
- b) Terminate the contract, with penal measures.

GP.9. Liquidated Damage

If the Contractor fails to deliver the materials within the time specified in the clause IB4 or any extension thereof, WBSEDCL shall recover from the contractor as liquidated damage a sum @ ½% (half percent) of the contract price for each week of delay or part thereof. However, the recovery against liquidated damage shall not exceed 10% (ten percent) of the contract price. Deduction of such liquidated damage shall not relieve the contractor from any of their liabilities under the contract.

GP.10. Termination of Contract

If the Contractor neglects or fails to complete the delivery and installation of materials within scheduled time for completion or the extended time approved by WBSEDCL, WBSEDCL shall have right to terminate the contract after giving notice in writing.

GP.11. Quantity Variation during Execution

The quantities of various items shown in the schedule of work are provisional. During execution of work, WBSEDCL reserves the right to increase or decrease the quantities of individual items up to any extent, with total variation of the contract price up to (±) 25% (twenty five percent), without change in unit price or other terms and conditions. The Contractor shall not vary or alter any of the work, without written instruction of the Controlling Officer

GP.12. Making Good Defects

The Contractor shall make good at his own cost and to the satisfaction of WBSEDCL all defects which may appear within the defect liability period. In case of the Contractor's failure, WBSEDCL may employ other agencies to make good such damages and expenses consequent thereon or incidental thereto shall be borne by the Contractor and such damages, loss and expenses shall be recoverable from the Contractor by WBSEDCL. In the event of the security/retention money being insufficient, WBSEDCL may recover the balance amount from any the Contractor's dues under WBSEDCL.

GP.13. Action and Compensation in case of bad work

If WBSEDCL finds any portion of executed work not as per Specification, WBSEDCL shall reject the work and ask the Contractor in writing to rectify/replace/reconstruct such portion of work within a specified time frame, which shall be binding on the Contractor. No payment against such portion of work shall be made unless such rectification/replacement/reconstruction has been properly done to the satisfaction of WBSEDCL. In case of failure of the Contractor to do the same within the specified timeframe, WBSEDCL reserves the right to do the same through other agency with recovery of cost from the Contractor, and also to terminate the Contract for such default. Decision of WBSEDCL in this respect shall be final and conclusive.

GP.14. Language and Measurement

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

GP.15. Other Agencies working at Site

The Contractor shall have to execute the work in such place and conditions where other agencies may have been engaged for other works. No claim shall be entertained due to work being executed in the above circumstances and in the above manner.

GP.16. Force Majeure

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

WBSEDCL shall not be responsible or liable to pay any compensation for any interruption in the Contractor's 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. WBSEDCL 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.

GP.17. Disputes

Any dispute or difference in connection with the contract shall, to the extent possible, be settled amicably between the parties.

If any dispute or difference of any kind whatsoever arises between WBSEDCL and the Contractor, it shall, in the first place, be referred to and settled by the Officer (who may be an Employee of WBSEDCL) to be appointed by WBSEDCL, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to WBSEDCL and the Contractor.

Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until completion of the entire work under the contract and shall forthwith be given effect to by the Contractor who shall comply with all such decisions with all due diligence.

Disputes with reference to this contract shall not relieve the Contractor of his obligation to proceed with the work in accordance with WBSEDCL's decision or instruction, nor relieve WBSEDCL of any of his obligations under the contract.

The law which is to apply to the contract and under which the contract is to be constructed shall be Indian Law within the jurisdiction of Kolkata High Court.

GP.18. Notice

Any "Notice" (except regular correspondences or daily instructions related to the site works) to the agency by WBSEDCL under terms of the contract shall be served by post/speed post/courier or registered mail or by hand at the contractor's office or site office and vice versa.

GP.19. Completion of contract

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have completed on expiry of the defect liability period.

GP.20. Price variation

The rate quoted by the bidder shall remain firm throughout the entire contract period including extended period, if any. No price variation shall be allowed for any reasons whatsoever.

GP.21. Taxes and Duties

The Contractor shall be solely responsible for the taxes that may be levied on his persons or on earnings of any office employee and shall hold WBSEDCL indemnified and harmless against any claims that may be made against WBSEDCL. WBSEDCL shall not take any responsibility whatsoever 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 WBSEDCL.

The Contractor shall be solely responsible for all taxes (except GST), duties, levies, all types of statutory Govt. obligations incurred until completion of the total work and handed over to WBSEDCL.

The Contractor shall have to agree to and accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, Octroi etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, Octroi etc. now in force and hereafter increased, imposed or modified, from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance of all Sub-Contractor (if allowed for engaging by WBSEDCL), with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. The Contractor shall further agree to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor (if allowed for engaging by WBSEDCL) of such laws, suits or proceedings that may be brought against WBSEDCL arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

GP.22. Liability of Accidents and Damage

The Contractor shall be responsible for the loss, damage or depreciation of the Company's property, materials, documents, drawings etc. while in their custody and until the same is taken over by the Company.

Until the completed work is taken over by WBSEDCL, the Contractor shall be liable for and shall indemnify WBSEDCL in respect of all injury to person or damage to property resulting from the negligence of the contractor or his workmen or sub-contractor or from defective workmanship etc.

GP.23. Indemnity

If any action is brought before a Court, Tribunal or any other Authority against WBSEDCL or an officer or Consultants (engaged by WBSEDCL for the Project) or representative of WBSEDCL, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractor's (if allowed to engage by WBSEDCL) in connection with any claim based on lawful demands of Sub-Contractor's workmen suppliers or employees, the Contractor, shall in such cases indemnify and keep WBSEDCL and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

GP.24. Tests

All routine tests and acceptance tests shall be carried out, if instructed by WBSEDCL, at manufacturer's works or test site of the Contractor/Sub-contractor/test laboratory as per stipulation of relevant Indian Standard in presence of Controlling Officer or his authorized representative, at the cost, risk & responsibility of the contractor. The Contractor, except where otherwise specified, shall arrange such labour, material, fuel, water, stores and testing apparatus as may be reasonably required to carry out such tests efficiently, without any extra charge.

Any defect detected shall have to be promptly rectified and further tested by the Contractor. Cost of all such testing operation including repeat tests (if required) shall be deemed to be included in the contractor's quoted rate and no extra payment in this regard shall be allowed. If the work or any portion thereof fails to pass the Tests, WBSEDCL may require such tests to be repeated on the same terms and conditions until it is accepted by WBSEDCL. All costs of such retesting will be borne by the Contractor.

GP.25. First-Aid and Industrial Injuries

The Contractor shall maintain first-aid facilities for their men and those of the sub-contractor. They shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Owner.

All critical industrial injuries shall be reported promptly to Owner, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to WBSEDCL.

GP.26. Dismantling and General safety

In respect of all labour employed in the work the Contractor shall, at their expense, arrange for all the safety provisions as per safety codes of CPWD, the Electricity Act and all such other Acts as applicable. The Contractor shall not employ men below the age of 18 years.

When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity. To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Controlling Officer/ Safety Officer of WBSEDCL.

Notwithstanding the above clauses there is nothing in these to exempt the Contractor for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party. In addition to the above, the Contractor shall abide by the safety code provision as per CPWD. Safety codes and Indian Standard Safety Codes from time to time.

GP.26. WBSEDCL's Personnel:

CP 26.1 Consignee: Divisional Engineer (Electrical)-I.

GP 26.2 Controlling Officer: Chief Engineer (Distribution-South), WBSEDCL.

GP.26.3 Paying Authority: Manager (F&A), Distribution Head Quarter. Under ED (Distribution)

Annexure - I

Procurement of Godrej make workstations & furniture for Chief Engineer Distribution (South) Department		
SL. NO.	Description of Items	QTY
1	Godrej Maestro Main Desk 1800 x 900 with ERU 1200 x 600 & Pedestal	1
2	Godrej Maestro Bookcase 790x 400x 2200	1
3	Godrej Ace Full Back with Headrest Chair 3002A	1
4	Godrej Ace Visitor Chair 3012A	6
5	Godrej RIO 3 Seater Sofa	1
6	Godrej RIO 1 Seater Sofa	1
7	Godrej Pisa Centre Table	1
8	Godrej Pisa Side Table	1
9	Godrej TDU 1169x 900x 470	1
10	One No two tone capacity Cassette AC of Hitachi/ Daikin/Voltas make	1

PROFORMA FOR UNDER TAKING TO BE SUBMITTED BY THE BIDDER

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

I, -----, Partner/Legal Attorney/Accredited
Representative of M/S-----, solemnly declare that:

1. We are submitting Tender for the Work -----
Against Tender Notice No.-----dt-----
2. None of the Partners of our firm is relative of employee of----- (Name of the Company)
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.

Signature of the Tenderer

Dated-----

Annexure-III

Format of Letter for submission of Bid

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

To

The Executive Director (Distribution)

Distribution Head Quarters
West Bengal State Electricity Distribution Company Limited,
1st Floor, Block 'D', Vidyut Bhavan.,
Bidhannagar, Kolkata- 700 091.

Sub: Letter for submission of Bid for the work

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

Ref: 1. NIT No.....dated.....

2. Tender Id No.

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the Bid Guarantee and cost of bid, Power of attorney & Undertaking being submitted by us in hard copies, which have been furnished on-line also.

This Bid and your subsequent Letter of Acceptance/ Work Order shall constitute abiding contract between us.

We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

Thanking you,

Yours faithfully,

Annexure-IV

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD.

Distribution Head Quarter:, 1st Floor: D Block

Vidyut Bhawan: Kolkata 700091

Tender Notice No:

BID PROPOSAL

From :

Bidder's Name and Address :
Contact person :
Designation :
Telephone No. - (L/L & mobile) :
Fax :
Tender Reference :

To
The Executive Director (Distribution),
Distribution Head Quarters
West Bengal State Electricity Distribution Company Limited,
1st Floor, Block'D', Vidyut Bhavan.,
Bidhannagar, Kolkata- 700 091.

Sub. : Supply, delivery & installation of **Godrej-make** furniture and storages along with supply delivery and installation of one Cassette AC of Hitachi/ Daikin/Voltas make for the office of Chief Engineer, Distribution (South)

Ref- Tender Notice No- CE (Dist-S)/Furniture /1 Dated-17.11.2023

Dear Sir,

1. We the undersigned Bidder/(s), having read and examined in details the specifications and other documents of the subject Bid, do hereby propose to execute the contract as per specification as set forth in your Bid-Documents.

2. PRICES AND VALIDITY :

- 2.1.** All prices and other terms and conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of the techno commercial bids . We further declare that prices stated in our proposal are in accordance with your bidding and prices are firm.
- 2.2.** We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.

3. BID GUARANTEE: We have enclosed a Bid Guarantee in the form of Bank Guarantee fromdrawn in favour of WBSEDCL for an amount of Rs 2188134/- & valid up to..... with further claim period of 90 days.

4. Format of undertaking - We have enclosed format of undertaking as per annexure -I.

5. DEVIATIONS :

We declare that contract shall be executed strictly in accordance with the specifications and documents.

6. WORK SCHEDULE :

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal, we fully understand that the work completion schedule stipulated in the proposal is the essence of the Contract, if awarded. The completion schedule of the various major key phases of the work will be as per time Schedule submitted by us and approved by in order to maintain the completion time schedule of bid documents.

7. CONTRACT PERFORMANCE GUARANTEE :

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee of value, equivalent 5% of ordered as stipulated in Bid document in the form of Bank Guarantee in your favour within stipulated time as mentioned in bid from the date of placement of Letter of Award and undertake to enhance the same, as required, as to be informed time to time.

Dated.....this.....day of.....2023

Thanking you, we remain,
Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory: