

West Bengal State Electricity Distribution Company Limited



(A Government of West Bengal Enterprise)
CONTAI DIVISIONAL OFFICE, CONTAI DIVISION
Monoharchak, Contai, West Bengal
PIN -721401

Phone no- 8900799230

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Registered Office: "Bidyut Bhavan", Block – DJ, Sector – II, Bidhannagar, Kolkata – 700091, Website: www.wbasedcl.in

Corporate Identity Number (CIN): U40109WB2007SGC113473.

NOTICE INVITING e-TENDER

NIT No. : WBSEDCL/CD/E-TENDER/2024-25/04

Date: 09.07.2024

The Divisional Manager, Contai Division, WBSEDCL, invites e-Tender (on Item Rate Template) for supply & delivery of following items detailed below :- (Submission of Bid through online)

	Name of Work	Tendered Amount (Rs)	Earnest Money Deposit(EMD) Rs.	Period of Completion	Name & address of the Concerned Office
01.	Supply & Delivery of 100 nos LT Distribution Kiosk for 25 KVA DTR with double feeder arrangement suitable for installation on pole mounted DTR Sub-Station Structure under Contai Division	Rs.765135.00 (Rupees Seven Lakh Sixty Five Thousand One Hundred Thirty Five Only)	Rs.- 15300.00 (Rupees Fifteen Thousand Three Hundred only)	15(Fifteen days)	Office of the Divisional Manager, Contai Division, WBSEDCL, Monoharchak, Contai, West Bengal, PIN-721401

Terms & Conditions of the E-Tender:

1. Intending Bidders shall login to the e-Procurement portal of Government of west Bengal <https://wbtenders.gov.in> using his login Id and password.
2. Earnest Money Deposit (EMD) in e-tendering process will be collected and refunded in online mode via dedicated bank account maintained at corporate level instead of depositing DD/Pay Order to the tender inviting authority. EMD will be 2% of the estimated cost, to be submitted in favor of "West Bengal State Electricity Distribution Company Limited" payable at Kolkata.
3. E-tender portal is maintained by NIC and payment gateway facility available in e-tender portal is maintained by ICICI Bank.
4. Facility for collecting EMD via offline mode has been discontinued in e-tender portal as per order.
5. As per the procedure defined for online collection in e-tender process, EMD amount deposited by bidders is initially held in a pool account of Government of West Bengal maintained by ICICI. Only the amount corresponding to successful bid will be transferred to WBSEDCL Bank Account after completion of tendering process on awarding Award of Contract (AOC). EMD for unsuccessful bids will be returned to bidders automatically from NIC portal after completion of tendering process.
6. For technically rejected bids, EMD amount will be automatically returned to bidders after the bid is technically rejected in e-tender portal.
7. Payment status of bids submitted against NIT's will be available in MIS reports provided in e-tender portal maintained by NIC.
8. **One Sample of Each Material is to be submitted at Contai Divisional Store, Monohar Chak, Contai, Purba Medinipur, WB, Pin-721401 physically within the closing date of tender. The tag with the sample should contain the name of the sample as well as the name of the vendor/bidder. For a valid tender, sample has to be approved by the Divisional Authority. The approval or rejection of sample will be communicated via mail/electronically subsequently. The technical evaluation of the bidders, whose samples are not approved, will not be opened & henceforth they will be deemed disqualified. Rejected samples can be taken away. After PO is awarded, the awardees can adjusted the sample with the delivered material lot & the remaining materials can be taken back the respective vendors.**
9. The quoted rates should be inclusive of all taxes & duties, freight and incidental charges. The quoted rate

should be excluding GST charges. GST will be paid as applicable.

- 10.** Successful bidder (s) shall have to create vendor id through WBSEDCL web portal vendor corner, if not created earlier.
- 11.** 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 pre-filled 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.
 - Submission of EMD through BG: For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in the EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT.

12. 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 complication.
- 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.

13. 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.

14. Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed by the bidder through the website <https://wbtenders.gov.in>. (Details of which has been narrated in 'Instruction to Bidders'). Technical document and financial bid should be submitted online on or before as per the 'Date & Time Schedule' stated in Sl. No.-17

15. Eligibility criteria for participation in tender:

i) TECHNICAL ELIGIBILITY CRITERIA :-

Bona fide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking organizations, Govt. Enterprises etc. who have, Successfully completed similar nature of work under the authority of State/Central Government, State/Central Government undertaking Organizations, Govt Enterprise, WBSEDCL having following criteria—

- Value not less than 80% (eighty percent) of the tendered amount in a single contract during last 3 (Three) years in the jurisdiction of West Bengal State.**
Or
- Value not less than 50% (fifty percent) of the tendered amount in two contract (cumulatively) during last 3 (Three) years in the jurisdiction of West Bengal State.**
Or
- Value not less than 40% (forty percent) of the tendered amount in three contract (cumulatively) during last 3 (Three) years in the jurisdiction of West Bengal State.**

ii) COMMERCIAL ELIGIBILITY CRITERIA:-

Annual audited Financial Report for last 3(three) 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 for last 3(Three) years .

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

iii) Statutory Requirement:-

- Work order/ L.O.A i.f.o. the Contractor/Agency & completion certificate
- GST registration details
- Trade License in respect of the prospective Bidder, Proprietorship Firm (Valid Trade License), Partnership Firm (Partnership Deed, Valid Trade License), Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License), Co-operative Society (Society Registration copy, Valid Trade License).

N.B: Any MOU/Temporary Agreement/Joint Ventures/Consortium/ Any other arrangement to constitute an Entity having no statutory Registration Certificates (Non-Permanent Establishment) beyond the above-mentioned entities for the purpose of applying as prospective bidder will not be considered as valid document. Electrical contractor's license and Supervisory license with validity

- E.S.I. registration certificate with last month challan copy(for execution of works in ESI coverage area)
- EPF Registration Certificate and challan copy for the last month.
- Electrical contractor's license and Supervisory license with validity
- Professional tax paid certificate
- PAN Card and Copy of I.T return for last three financial years
- Performance as prime contractor for execution of similar nature of work for last 5(Five) years.
- Information regarding any past and current litigation with WBSEDCL/WBSETCL/Govt./PSU in which the bidder is involved, the party is concerned and disputed amount, if any.

16. The FINANCIAL OFFER of the prospective bidder will be considered only if the **TECHNICAL BID** of the Bidder is found qualified by the WBSEDCL. The decision of the WBSEDCL will be final and absolute in this respect. The list of qualified bidders of the Technical Bid will be displayed in the website.

17. No mobilization advance and secured advance will be allowed.

18. Bid Validation: Bid shall remain valid for a period not less than 180 (one hundred eighty) days after date of Bid opening of tender. If the bidder modifies/withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of earnest money deposit (EMD).

19. Date and Time Schedule:

Sl.No.	Particulars	Date & Time
1.	Date of uploading of N.I.T and Tender Documents (online)[Publishing date]	12.07.2024 at 12:00 Hrs
2.	Documents sell / download start date (online)	12.07.2024 at 12:00 Hrs
3.	Bid Submission upload start date (online)	12.07.24 at 15:00 Hrs
4.	Documents sell / download end date (online)	24.07.24 at 15:00 Hrs
5.	Bid Submission upload end date (online)	24.07.24 at 18:00 Hrs
6.	Last Date of submission of Earnest Money Deposit (online)	24.07.24 at 18:00 Hrs
7.	Date for opening of Technical bid (online) for the Bidders	29.07.24 at 11:00 Hrs
8.	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	To be intimated later
9.	Date for opening of Financial Bid (online).	To be intimated later

20. Liquidated Damage for Delay in Delivery:

The time of delivery (successful offer for inspection) of the equipment/ materials are to be treated as an essence the contract and the WBSEDCL reserves the right to repudiate the contract, if the equipment/materials are not physically delivered within stipulated period as per physical delivery clause. But WBSEDCL may at his discretion waive this condition and accept the materials with imposition liquidated damage @1/2 % of the value of the materials beyond the schedule delivery period for each week of delay subject to maximum of 5% of the particular lot and accept the goods beyond the stipulated period.

21. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the WBSEDCL. The WBSEDCL reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at any stage of Bidding.

22. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in "Instructions to Bidders" stated in Section 6 (Submission of Tenders) before tendering the bids.

23. Exemption from deposition of earnest money deposit (EMD) shall not be allowed under any circumstances.

24. Conditional / Incomplete tender will not be accepted under any circumstances.

25. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.

26. Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.

27. The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tender(s) or to split the whole work to more than one contractor without assigning any reason whatsoever.

28. Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.

29. The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tender(s) or to split the whole work to more than one contractor without assigning any reason whatsoever.

30. The WBSEDCL reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

31. Warranty Period: Warranty period of supplied material will be one year from the date of delivery of the said materials. In case of any adverse report from store or defect found in site materials have to be replaced or it would affect the vendor rating.


32. The Divisional Manager, Contai Division, WBSEDCL shall act as Controlling Officer.

33. PAYING AUTHORITY: The Asst. Manager (F&A), Contai Division will be the paying authority.

All correspondence with regard to above shall be the following address:-

The Divisional Manager
Contai Division, WBSEDCL
Monoharchak, Contai
Pin-721401

Tender Inviting Authority (For WBSEDCL)


Divisional Manager
Contai Division
WBSEDCL

INSTRUCTION TO BIDDERS

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

2. Registration of Contractor: Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System of West Bengal, through logging onto <http://www.wbtenders.gov.in> (the web portal) the contractor is to click on the link for e-Tendering site as given on the web portal.

3. Digital Signature certificate (DSC): Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause-2 of Instruction to Bidder. DSC is given as a USB e-Token.

4. Downloading of Tender documents: The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once logs on to the website mentioned in clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

5. Participation in more than one work: A prospective bidder shall be allowed to participate in the job individual. If found to have applied severally in a single job all his applications will be rejected for that job.

6. Submission of Tenders: Tenders are to be submitted through online to the website in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded (virus scanned copy) duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

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

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

Opening of Technical proposal: Technical proposals will be opened by the Contai Division Office, WBSEDCL , Monoharchak, Contai, Pin-721401, Mobile no: - 8900799230, E-mail: dm.contai@wbsecl.in WBSEDCL and his authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).

- a) Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non- Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.
- b) Summary list of technically qualified bidders will be uploaded online.
- c) Pursuant to scrutiny & decision of the Department, the list of eligible bidders will be uploaded in the web portal.

Opening of Financial proposal: The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to **quote the rate (on Item Rate)** online through Computer in the space marked in the BOQ. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

The above should be arranged in the following manner:

Click the check boxes beside the necessary documents in the My Document list and then click the Tab ‘Submit Non Statutory Documents’ to send the selected documents to Non-Statutory folder. Next, click the tab “Click to Encrypt and upload” and then click the “Technical” Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	a) PAN Card. b) Copy of I.T. return for last 3 (three) financial years. c) GST registration No., GSTIN, HSN Code & SAC Code d) Professional Tax Paid Certificate e) EPF registration certificate with challan copy of last month. f) E.S.I Registration with challan copy of last month. g) Self attested copy of Electrical Contractor's License with validity. h) Self attested copy of Electrical Supervisor's Certificate with validity.
02.	Company Detail(s)	Company Detail	Trade License in respect of the prospective Bidder, Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License) Ltd Company (Incorporation certificate, Trade License)
03.	Credentials	Credential	a) satisfactorily completed at least one similar nature of work under the authority of State/Central Government, State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government of executed value not less than 80% of the estimated cost in a single contract during last 3 (Three) years or not less than 50% of the estimated cost in two contract (cumulatively) during last 3 (Three) years or not less than 40% of the estimated cost in three contract (cumulatively) during last 3 (Three) years in the jurisdiction of West Bengal State. b) Documents of Credential (in the form of work completion certificates or payment certificates).
04.	Financial Information	Financial Information	k) Copy of IT returns for last 3 financial years. l) Annual Audited Financial Report for last 3 years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whose Audits of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures for last 3 years. [Non-statutory documents] m) 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.
05.	Earnest Money	Earnest Money	Scanned copy of Bank Draft / Pay Order.
06.	Tender Cost	Tender Cost	Scanned copy of Bank Draft / Pay Order.

- The bidder shall have to go through all the “Annexures” enclosed in this bid document and submit the filled in proforma of the appropriate/relevant annexures with the bid document putting the signature with seal of the Company before uploading the tender viz. Annexure-I (declaration of submitted documents), Annexure-II (Bid Proposal), Annexure-III (declaration by the tenderer), Annexure-IV (Proforma of declaration of Black Listing/Holiday Listing) etc.
- If there is no deviation from the bid, the Annexures should be stroked out and signed with seal of the Company before uploading the bid document.
- Price bid should contain the priced “Bill of Quantities” (BOQ) in one cover (folder). Bidder is to quote the rate on ‘Item rate template’ in BOQ.

7. COST OF BIDDING: The Bidder shall bear all cost associated with the preparation and submission of their bid and

WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

CLARIFICATION OF BIDDING DOCUMENT: Should there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt,

obscurity or queries and submit the same to WBSEDCL, marked to the Contai Division Office, WBSEDCL, Monoharchak, Contai, Pin-721401 the date specified for this purpose. The clarification given in the pre-bid discussion shall be final and binding on the bidder.

8. BID PRICES:

- a. 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.
- b. Prices indicated in the schedule of prices deemed to '**Without Tax**' but include all the levies/duties/taxes/cess & all other incidentals payable as per statute. GST shall be paid extra as per statute.

9. PROCESS TO BE CONFIDENTIAL:

After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.

10. TIME SCHEDULE: The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the N.I.T.

11. EVALUATION AND COMPARISON OF BIDS:

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

Evaluation of bid will include and will take into account:

Cost of construction/erection including taxes & duties etc. but excluding GST.

The owner shall evaluate and compare only the bids (Item rate BOQ) 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 also.

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 if satisfied all requirements.

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

Opening of Technical proposal: Technical proposals will be opened by the Contai Division Office, WBSEDCL, Monoharchak, Contai, Pin-721401 and his authorized representatives electronically from the web site stated using their Digital Signature Certificate (DSC) only who have submitted cost of tender and EMD in offline mode within scheduled date and time. Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected. Summary list of technically qualified bidders will be uploaded online. Pursuant to scrutiny & decision of the Department, the list of eligible bidders will be uploaded in the web portal.

(i) Techno-commercial Evaluation : 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.

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

12. TAXES, DUTIES AND OTHER LEVIES:

- a. The contractor shall be solely responsible for the taxes that may be levied on the contractor's persons or on earnings of any office employee and shall hold the purchaser indemnified and harmless against any claims that may be made against the purchaser. The purchaser does 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 the purchaser.
- b. All other taxes/duties/levies/cess payable by the bidder shall be included in the bid price and no claim on this behalf will be entertained by the owner.

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

14. LANGUAGE AND MEASURES: All documents pertain to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions, drawings or any other writings be written in English language. The metric system of measurement shall be used exclusively in this contract.

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

“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 a procurement process of the execution of a contract to the detriment of the owner, and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial no-competitive levels and to deprive the owner of the benefits of free and open competition.

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

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

16. INSURANCE: The successful Bidder on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law to protect the interests of WBSEDCL against all perils. The form & the limit of such insurance together with underwriting in each case shall be acceptable to WBSEDCL. However, irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be Bidder's alone.

17. CORRECTNESS AND SUFFICIENCY OF RATES QUOTED (on Item Rate) IN THE TENDER :The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of works. The rates and price quoted shall cover all obligation of the bidder under the contract and all materials, labour etc. necessary for proper completion and maintenance of the work.

18. PENALTY FOR SUPPRESSION / DISTORTION OF FACTS: If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tender committee will take actions deem fit against such defaulting Bidder. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

19. REJECTION OF BID: The Employer (Tender Accepting Authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the Award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's (Tender Accepting Authority) action

20. AWARD OF CONTRACT: The Bidder who's Bid would be accepted will be notified by the authorized official through acceptance letter/Letter of award. The notification of award will constitute the formation of the Contract. The Agreement will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents.

21. AMENDMENT OF BIDDING DOCUMENTS:

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

b. Such amendment(s) will be published on the same website mentioned above. Owner will bear no responsibility or liability arising out of non- pursuance of the same in time or otherwise by the bidder. In order to afford prospective bidders reasonable time in which to take the amendment in to account in preparing their bids, the owner may, at its discretion, extend the deadline for submission of bids. Such amendments, clarification etc. shall be binding on bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bids.

GENERAL CONDITIONS OF CONTRACT

1. DEFINITION OF TERMS: In writing these General Conditions of Contract, Specification and Bill of quantity/bidding schedule (schedule of work) the following words shall have normally the meanings here-in- after indicated unless there is something in the subject matter of content inconsistent with such construction. The **Company / purchaser / Owner / Department** shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD, having its Office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata-700091. The **Engineer-in-Charge/Controlling Officer** shall mean the Engineer designated by the Company for the purpose of this contract. **Company's representative** shall mean any person or persons of consulting firm appointed and remunerated by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope.

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

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

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

General conditions shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto. The terms **Services** shall mean all works to be undertaken by the contractor as laid down under the head "scope of contract" or elsewhere in the specification enclosed. When the words "approved", "subject to Approval", "As directed", "Accepted", "Permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.

Month shall mean calendar month.

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

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

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

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

SCOPE OF WORK:

Supply & Delivery of LT Distribution Kiosk for 25 KVA DTR with double feeder arrangement suitable for installation on pole mounted DTR Sub-Station Structure under Contai Division. The materials are to be delivered directly at Contai Divisional Store, Monohar Chak, Contai, Purba Medinipur, PIN-721401.

1. **SUBMISSION OF TENDER:** Please refer to sl. No-6 of Instruction to Bidders.
2. **PERFORMANCE BOND/SECURITY DEPOSIT:** It is applicable for successful bidder. As a contract security the contractor shall have to furnish Performance Bond in the form of Demand Draft amounting to 10% **(ten percent) of the contract price (to be mentioned in the LOI/Order)** to guarantee the faithful performance and security of the contract in accordance with all the conditions and terms stipulated herein. Performance Bond will also have the guarantee for successful and satisfactory performance of the works to be done under the contract till the expiry of the guarantee period. The performance guarantee is to be submitted to the Controlling Officer of the work immediately on receipt of the Order.
3. **Refund of Performance Bond / Security Deposit :** Refund of Security deposit 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 for all type of bids shall be released only after satisfactory expiry of the defect liability period.
4. **FORFEITURE OF EARNEST MONEY/ BID GUARANTEE for Successful Bidder:** Earnest money/Bid guarantee shall be forfeited in case of following:
If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.
If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
In case of successful bidder fail to accept LOI/Order unconditionally.
5. **DEFECT LIABILITY PERIOD:**
Warranty period of supplied material will be one year from the date of delivery of the said materials. In case of any adverse report from store or defect found in site materials have to be replaced or it would affect the vendor rating.
6. **MANNER OF EXECUTION OF CONTRACT AGREEMENT:**
The successful bidder has to submit acceptance of the LOI/order within **5(five)** days from the date of issue of the Letter of Intent/order.
7. **LABOUR LICENSE:** Contractor will have to obtain Labour License in respect of the above work as per Contract Labour

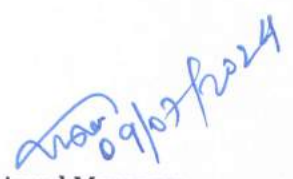
(Regulation & Abolition) Act, 1970 as early as possible.

8. **COMPLIANCE OF LABOUR LAWS:** The contractor shall comply all statutory labour laws to protect the labourers engaged by them. In this connection the contractor will be required to execute an indemnity bond (as per specimen enclosed as Annexure-B) after placement of letter of intent/ order.
9. **DEDUCTIONS OF PROVIDENT FUND & REMITTANCE THEREOF IN RESPECT OF CONTRACT LABOURERS:** In respect of casual workers or workers engaged for any job for a very short duration or sporadic nature having no employer-employee relationship and engaged in works which are neither preparatory, nor incidental, nor any way connected with the main operation of the establishment, deduction of provident fund and remittance thereof in respect of the contract labours will not be applicable. However it is further clarified that no mechanical approach should be adopted in deciding the applicability of the Act and each case should be considered on its own merits.
10. **LIQUIDATED DAMAGES:**
The time of delivery (successful offer for inspection) of the equipment/ materials are to be treated as an essence the contract and the WBSEDCL reserves the right to repudiate the contract, if the equipment/materials are not physically delivered within stipulated period as per physical delivery clause. But WBSEDCL may at his discretion waive this condition and accept the materials with imposition liquidated damage @1/2 % of the value of the materials beyond the schedule delivery period for each week of delay subject to maximum of 5% of the particular lot and accept the goods beyond the stipulated period.
11. **COMPANY'S RIGHT TO TERMINATE THE CONTRACT:** If the contractor neglects or fail to proceed with the work proportionate to the scheduled time of completion or fails to complete the work within scheduled time of completion or within extended time approved by the company, the company shall have right to terminate the order, Letter of intent, after giving notice in writing to the contractor. If the contractor fails, after 14(fourteen) days" of such notice, to proceed with the work in the manner notified, the company shall terminate the contract and call the contractor to take joint measurement along with the Engineer for finished portion of work. If the Contractor does not appear for a joint measurement, ex party measurement taken by the company will be taken as final.
In that case, the company shall take possession of the work site and may engage other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and security deposit. If the contract is terminated as above, the contractor shall have no claim for compensation against the company for any loss or deterioration of any materials that he may have collected or engaged or entered into on account of the work.
12. **DEDUCTION OF TAXES AND CESS FOR BOCWWC ACT, 1996:** If it is obligatory under the provision of Income tax Act 1961 and West Bengal VAT Act 2003 (VAT on works contract) to deduct tax at source then the same will be deducted from the bills as applicable.

Sd/-
Divisional Manager,
Contai Division,
WBSEDCL

Enclosure:

1. Annexure-I. Declaration of submitted documents
2. Annexure-II. Letter of Bid
3. Annexure-III. Declaration by the tenderer
4. Annexure-IV. Proforma of declaration of black listing/ Holiday listing


Divisional Manager,
Contai Division,
WBSEDCL

ANNEXURE -I

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER (For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)
I. _____ Partner/Legal Attorney/Accredited representative of
M/S _____, solemnly declare that:

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

Signature of the Tenderer

Dated _____

Format of Letter of Bid

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

To.
The Tender Committee

Sub : Letter of Bid for the work

Ref : 1. NIT No _____ dated _____

2. Tender Id No _____

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

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

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

Signature of the Tenderer

Dated _____

Dated:_____

DECLARATION BY THE TENDERER

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Tender and other tender documents mentioned therein. I/We have also carefully gone through the 'Bill of Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed construction in all respects.

I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the department.

Signature of Tenderer

Postal address of the Tenderer

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

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

Technical Specification of 'LT DISTRIBUTION KIOSK FOR 25 KVA DTR WITH DOUBLE FEEDER' suitable for installation on pole mounted DTR Sub-Station structure for safeguard & protection of DTR LT side fuse unit system in the existing or new DTR's pole mounted structure.

SCOPE:-

The LT DISTRIBUTION KIOSK FOR 25 KVA DTR WITH DOUBLE FEEDER/ Panel will be used for installation of fuse unit connected with I/C and O/G cable, suitable for safeguard & protection of DTR LT side fuse unit system with DTR's pole mounted structure.

LT Kiosk Box for distribution sub-station of size: 1000 x 690 x 300 mm, made of 18 swg ISI marked CRC Sheet with provision of fixing of incoming and outgoing fuse system. EC Grade Aluminium Bus-Bar of size : phase 50x10x250 mm- 03 nos, 50x10x175 mm- 06 nos, neutral 50x10x350 mm- 01 nos. cable holding aluminium clamp 50x10x55 mm- 12 nos. fitted with porcelain Bus-Bar Insulator with nut-bolt. Box should invariably be painted with ISI marked one coat red oxide and double coated synthetic enamel gray paint. (As per drawing enclosed) Material Code: 0407010641.

Fabrication of Kiosk should have to be made as per drawing as annexed with the tender specification. Fresh final drawings considering the above are to be submitted along with the quotation against the tender for examination and further necessary action. Consideration of tolerance for fabrication may be +5%.

Some features to be incorporated in the Kiosk/ Panel are detailed bellow:-

1. MOUNTING ARRANGEMENT OF THE KIOSK

The Kiosk/ Panel shall be of backside (Iron support of the structure) mounted type with arrangement of fixing on the backside channel or angle with nuts & bolts. The Name and Property label should be fixed in front of the kiosk. The name and property labels should be given in the anodised Aluminium Sheet of gauge suitable size with proper fixing. A 'Danger sign marked' stating 400 V should be painted on the box with red colour to concern people.

2. ENTRY & EXIT OF THE CABLE

One opening in the left side, one opening in the right side and another in the middle as per drawing on the bottom cover of the kiosk chamber shall be provided for entry and exit of the power cables into & out of the kiosk chamber. Three no's hole are in size 100 mm diameter each. One in the middle is for incoming cable and other two in two sides nearest to the edge of the bottom surface are for outgoing cable. Two end side holes should be at a distance of 100 mm from edge and the other one in the middle of the bottom surface as shown in the drawing. Cable (1 no I/C & 2 no O/G) glands should be provide for proper finishing of collar so that cable should not be damaged or cut by the collar of the sheet

(Signature)
08.07.24
A.E. (Tech)
Contai Division
WBSEDCL

3. TOP ROOF OF THE KIOSK

Top roof of the kiosk are to be made incline by downing one side 30 mm from the horizontal line. And the canopy should be 35 mm. There should be no hole, entry or joint in the rooftop.

4. MOUNTING OF BUS BARS

Bus bars are to be provided for each phase and neutral. EC grade Aluminium Bus-Bar of size: for phase 50x10x250 mm- 03 nos.; 50x10x175 mm- 06 nos.; neutral 50x10x350 mm- 01 nos.; cable holding aluminium clamp 50x10x55 mm- 12 nos.; fitted with porcelain Bus-Bar Insulator with nut-bolt. Aluminium bus bars having current carrying capacity of 300 Ampere or more are to be provided. The gap between the back plate on which the bus bar will be fixed on suitable 550 Volt grade porcelain insulator are to be maintained, first R Phase at 80 mm distance from the back wall, Y Phase at 150 mm distance from the back wall & B Phase at 220 mm distance from the back wall and then Neutral at 60 mm distance from the back wall as shown in the drawing. The gap should be maintained between the bus-bar and from the kiosk wall to bus-bar are minimum 150 mm.

5. MOUNTING OF CABLE CONNECTOR

Cable holding aluminium clamp 50x10x55 mm- 12 nos required to be fitted as shown in the drawing. The extruded cable connector is to be at length 55 mm and to be fitted with bus bar plate by 4 end nut bolt tightening system. The diameter of the hole for providing nut-bolt, in the bus-bar or in the connector plate should be 6 mm. A hole of 6 mm should be provided in the middle of the four nos hole in the bus bar also, thus if required in future we can connect socketing Cable end in the bus-bar by nut bolt. Connection is to be provided at the both end side of the O/G bus-bar and in the middle of the I/C bus-bar as shown in the drawing.

6. MOUNTING OF FUSE

Mounting arrangement of 6 nos of fuse should ~~be~~ fixed with nut bolt arrangement with proper tightening.

7. DOOR

Fixing arrangement of doors of the kiosk box shall be as per drawing and shall be so made that the same can be removed as and when necessary. The doors are to be opened 180 degree so that the workers can work properly and no obstacles arise during work. Two nos handle as shown in the drawing are to be provided for opening the door.

8. SAFETY EARTHING

Earthing of current free metallic parts or metallic bodies of the equipments of the kiosk shall be done with soft drawn single conductor or bar of copper. Provision shall be made at two pints at bottom of the panel for earth connection of the panel with the earthing system as shown in the drawing.

9. LOCKING OF THE KIOSK CHAMBER DOOR

To closed the Kiosk Chamber a Hatch bolt shall be provided to closed the two doors together and for locking a aldop shall be provided.

(Signature)
08.7.24

A.E. (Tech)
Control Division
WBSEDCL

10. STRIPES WITH INSCRIPTIONS

In the both side of the kiosk chamber two nos louvers (1 no each side) containing 3 nos inscriptions each side are to be provided as shown in the drawing for the purpose of air circulation.

11. FINISHING AND PAINTINGS

The metering panel shall be dust and vermin proof. All furnished surface of the steel panel and frame works shall be thoroughly cleaned. The exterior and interior surfaces of the kiosk including all metal parts shall be painted with 3 coats of paints. The first coat should invariably be painted with ISI marked one coat red oxide and double coat with good quality synthetic enamel gray paint. The first coat is to serve as rust resisting primer; second coat is to serve as base and binder, the third coat shall be as finishing coat.

12. MARKING

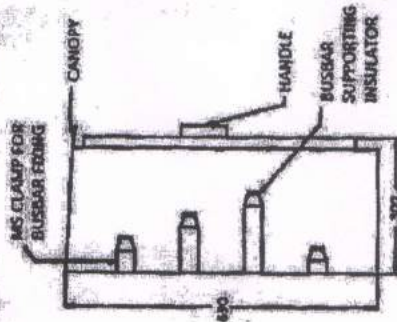
A plate with marking of the following shall be fixed on the front door in suitable position

- i. Name of the supplier
- ii. Serial no of kiosk
- iii. Property of WBSEDCL
- iv. Year of manufacturer

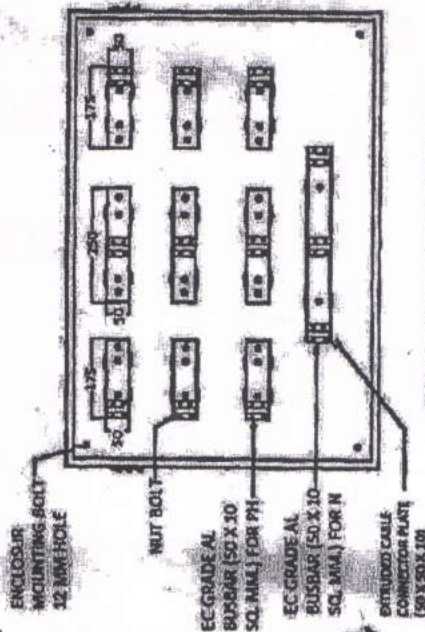
13. PROTOTYPE SAMPLE

Before taking up bulk manufacturer by the successful tenderer, the prototype sample is to be offered for approval, if mentioned in the order.

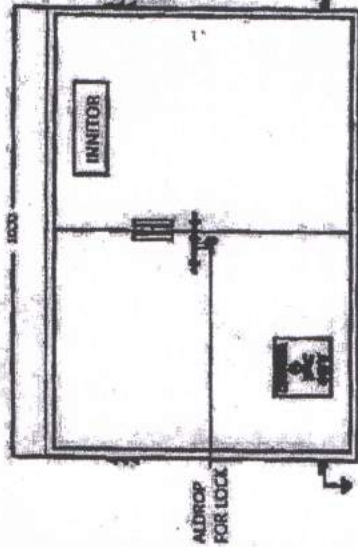
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Control Division
WBSEDCL



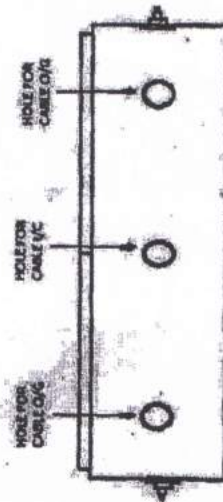
SIDE VIEW



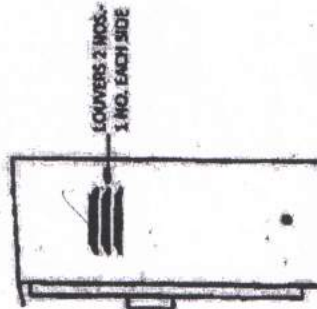
FRONT VIEW WITHOUT DOOR



FRONT VIEW WITH DOOR



BOTTOM VIEW



SIDE VIEW

*Don 08.09.24
A/E (Tech)
Contal Division
WBSEDC*