

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Government of West Bengal Enterprise)

(WBSEDCL)

INVITATION OF e-TENDER FOR

Printing and delivery of the office stationary (i) Application format for New Service Connection (Procedure – A&B Combined), (ii) Note sheet front page (WBSEDCL - 75), (iii) Note sheet inner page (WBSEDCL – 75A) (iv) Grid Substation Daily Log Sheet and (v) Field Book for the Zonal Office, Burdwan Zone, WBSEDCL, Administrative Building 2nd Floor, Power House Complex, Purba Bardhaman, West Bengal 713101.

Tender Notice No. ZM/BDN/HR/NIT/2024-25/01/2309

Date-29.02.2024



**Office of the Zonal Manager
Burdwan Zone, WBSEDCL
Administrative Building 2nd Floor, Power House Complex,
Burdwan-713101.
E-mail: zm.burdwan@wbasedcl.in**

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Section I

NOTICE INVITING e-TENDER



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

Administrative Building 2nd Floor, Power House Complex
Burdwan, Dist.: Purba Bardhaman
E-mail: zm.burdwan@wbasedcl.in

Regd. Office of WBSEDCL:
Vidyut Bhavan,
Block-DJ, Sector – II,
Bidhannagar, Kolkata – 700 091
Website-www.wbasedcl.in
CIN-U40109WB2007SGC113473

NOTICE INVITING e-TENDER

Tender Notice No.

Date:

Item-rate wise bids in two part for the under mentioned work are invited by the Zonal Manager, Burdwan Zone, Burdwan from eligible, Bona fide, resourceful and experienced suppliers for under mentioned works as per specified terms, conditions and specification: -

Sl. No.	Name of Work	Requirements	Estimated Cost (in Rs)	Earnest Money (Rs.)	Completion Time
	Printing & supply of the items				
1	Format for Application for New Service Connection (Procedure – A&B Combined)	1,00,000 nos	Rs. 1,37,000.00	6,282.00	6 (Six) weeks from the date of approval of proof copy after issuance of purchase order
2	Note Sheet Front Page (WBSEDCL – 75)	60,000 nos	Rs. 44,400.00		
3	Note Sheet Inner Page(WBSEDCL – 75A)	30,000 nos	Rs. 22,200.00		
4	Grid Substation Daily Log Sheet	500 Books	Rs. 67,500.00		
5	Field Book	500 Books	Rs. 43,000.00		
6	Total		Rs.3,14,100.00		

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

KEY DATES

Sl. No.	Activity	Date & time
A.	Date of uploading of NIT & other Documents (Publishing Date & time)	06.03.24 after 18.00 hrs.
B.	Documents download start date	09.03.24 after 10.30 hrs.
C.	Bid submission starting date	09.03.24 after 11.00 hrs.
D.	Last date & time of submission of bids	25.03.24 Upto 15.00 hrs.
E.	Techno-commercial bid opening date	28.03.24 after 11.00 hrs.
F.	Techno-commercially qualified bidders' list uploading date	To be notified later
G.	Price bid opening date	To be notified later

Section II

INVITATION FOR BID

INVITATION FOR BID

1. SCOPE OF WORK:-

- (i) Printing of Application format for New Service Connection (known as Procedure – A&B Combined, as per format to be supplied by W.B.S.E.D.C.L. at the page size 22cm (W) x28cm (H) on 65 GSM Andra Sky blue/ any equivalent branded sky-blue paper bearing size when folded 22 C.M. (W) x28 C.M. (H), 3 sheet in a form single folding and last sheet pasting as per specification & direction.
- (ii) Printing of Note Sheet Front Page (WBSEDCL – 75) – both side printing and supply forms on 95 GSM West coast ledger paper bearing size 34.5 C.M. x 21.5 C.M. as per specification & direction.
- (iii) Printing of Note Sheet Inner Page (WBSEDCL – 75A) – both side printing and supply forms on 95 GSM West coast ledger paper bearing size 34.5 C.M. x 21.5 C.M. as per specification & direction.
- (iv) Printing of Field Book– to be printed in Bengali and supply: - one side printing of page from 1-100 on 54 GSM Andhra White Web paper bearing size A4 having it's duplicate with perforation on top and thick paper binding containing 200 pages of each field book.
- (v) Grid Substation daily log sheet – to be printed and supply: -. Both side printing & supply of "Grid Sub-Station Log sheet on 54 GSM Andhra White wore paper bearing size 55 X 45 Cm, binding containing 100 pages of each Book with numbering 01-100.

2. ELIGIBILITY CRITERIA OF THE BIDDER: -

TECHNICAL ELIGIBILITY CRITERIA OF THE BIDDER

The bidder must have successfully completed similar nature of work during last five years (date of completion of work should be on or after 11.01.2018) subject to fulfillment of the following criteria:

- i. Three similar completed works of executed value not less than the amount equal to 40% of the estimated cost i.e. ₹ 1,25,640.00
- OR**
- ii. Two similar completed works of executed value not less than the amount equal to 50% of the estimated cost i.e. ₹1,57,050.00
- OR**
- iii. One similar completed work of executed value not less than the amount equal to 80% of the estimated cost i.e. ₹ 2,51,280.00

N.B.:-Completion Certificates indicating Name of the Work, Ordered Amount, Executed value and completion of the work and detail communicational address along with contact number of the Client should be submitted by the Bidder, uploading of copy of work order as supporting documents of completion certificate is mandatory.

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

The Bidder shall furnish the following documents-

- a) Copy of I.T Return for last three Assessment Years ie AY 2020-2021 and 2021-22, 2022-23 & copy of PAN Card.
- b) GSTIN Registration Certificate
- c) Up-to-date Trade License.
- d) Information regarding any past and current litigation with WBSEDCL / WBSETCL /Govt / PSU in which the bidder is involved and disputed amount

- 7. Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of

possessing the Digital Signature Certificates through the registration system available in the website.

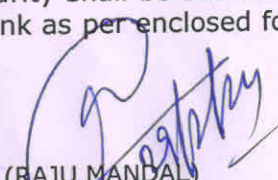
- 8. Earnest Money:** - Earnest Money Deposit shall be submitted through online mode through the e-Tendering portal (<https://wbtenders.gov.in>). All offline instruments like Bank Draft, Pay Order etc. will be stopped for e-Tender procurement. The Bidder shall deposit the requisite earnest money through online mode only (Bank Name- ICICI BANK LTD, A/C No. 193405000657, Account Title- West Bengal State Electricity Distribution Company Ltd., Account Type – Current, IFSC Code – ICIC0001934, MICR Code- 700229096, ICICI Bank Ltd., Block-A, ECOSPACE BUSINESS PARK, RAJARHAT, KOLKATA- 700156). Following payment options are available for online payment of EMD, for the intending bidders,
- i) Net-banking through Payment Gateway.
 - ii) RTGS/NEET Payment: On selection of RTGS/NEET as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEET transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEET payment using his bank account. Once the payment is made, the bidders will come back to e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEET process to be completed.
- 9.** In case of unsuccessful/rejected bids, the EMD shall be refunded directly from the e-Tendering portal. However, for successful bids, the EMD will be refunded by WBSEDCL as per norms, the bidder shall submit along with the offer necessary documents in support of credential (related to the tender) towards financial capabilities to the extent of the estimated financial capacity of the bidder.
- 10.** WBSEDCL reserves its right to take decision keeping its financial interest. The provisions of Purchase Policy along with the Works Policy of WBSEDCL with subsequent amendment will be applicable.
- 11.** If the offer is submitted without or inadequate Earnest Money, the bid will not be opened. In case of incomplete offer, the tender will be liable for rejection and Earnest Money Deposit will be forfeited.
- 12.** The offer against tender should remain valid for a minimum period of 180 days from the date of issue of purchase order to the L1 bidder. However, WBSEDCL may considering the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.
- 13.** Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.
- 14.** WBSEDCL is not bound to accept the rate of lowest bidder and reserves the right to cancel any or all the tenders unilaterally.
- 15.** Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL or blacklisted by any unit of WBSEDCL or any Govt. dept. / Autonomous bodies / Govt. PSU / Govt. Institutes from business shall not be eligible to participate in the bidding process.
- 16.** Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders, General Conditions of Contract of this tender along with the Revised Purchase Policy and Works Policy of WBSEDCL.
- 17.** Price Bid of a bidder will be considered only if his Techno-commercial Bid is found acceptable by WBSEDCL. Decision of WBSEDCL will be final and absolute/binding in this respect. The list of techno-commercially qualified bidders will be displayed in the said website in due course.
- 18.** Conditional / Incomplete tender will not be accepted under any circumstances.

Price Bid of a bidder will be considered only if his Techno-commercial Bid is found acceptable by WBSEDCL. Decision of WBSEDCL will be final and absolute/binding in this respect. The list of techno-commercially qualified bidders will be displayed in the said website in due course.

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

NOTE:

1. WBSEDCL reserves the right to reject or accept any Bid or part thereof or all Bids received at its sole discretion without assigning any reason (s) whatsoever.
2. WBSEDCL reserves the right to go to divisible contract, if necessary.
3. WBSEDCL is not necessarily bound to accept the lowest offer.
4. Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
5. Tender submitted after expiry of scheduled date and time shall not be considered.
6. The Bidding Documents are not transferable under any circumstances.
7. No interest shall be payable for Bid Guarantee/ Security deposit.
8. Any extraneous conditions will be treated as non-responsive.
9. The Bids must be submitted in prescribed proforma only.
10. Formation of any Cartel, may lead to the cancellation of tenders with period measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.
11. Bidders shall ensure that all pre-requisites are duly fulfilled by them and if there be any dispute regarding non-submission of any document, WBSEDCL reserves the right to cancel the Bid unilaterally without assigning any reasons whatsoever.
12. The bidder is expected to examine carefully all instruction, conditions, forms, schedules terms, annexure, specifications and drawings of the bidding document. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, may lead to rejection.
13. The document uploaded by the bidders should be legible otherwise the bid will be rejected without any prejudice.
14. Bid evaluation will be conducted only on the basis of final documents uploaded by the bidders within last date and time of online bid submission. Under no circumstances the bidder will be given any further chance to upload any document (online) after opening of technical bid.
15. In case the quoted rate by the bidders is in the range of (-)20% to (-) 80% of the estimated amount, the contractor shall furnish an Additional Performance Security in the format given in Annexure – "VI" which shall be equal to 10 % of the tendered amount. (As per memo no: 82(5)-POW-13099/3/2018-SECTIONS (POWER) dated 05.07.2021 of Govt. of West Bengal, Department of Power). The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Commercial Bank as per enclosed format before placement of award of contract.


(RAJU MANDAL)
Addl. CE & Zonal Manager,
Burdwan Zone, WBSEDCL

Section III

INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

1. GENERAL GUIDANCE FOR e-TENDERING:

(A). Registration of Bidder:

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

(B). Digital Signature Certificate (DSC):

i. Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

ii. The bidder can search & download NIT & bid document electronically once he logs on to the said website using the Digital Signature Certificate. This is the only mode of collection of bid document.

iii. Submission of Tenders:

a. General process of submission: Tenders are to be submitted online to the website <http://www.wbtenders.gov.in> in two folders at a time, one in Techno-commercial Proposal & the other in Financial Proposal before the prescribed date & time as per schedule stated in 'KEY DATES' of 'Section-I' using Digital Signature Certificate (DSC). The documents are to be uploaded in the form of virus scanned copy duly digitally signed. The uploaded documents will get encrypted (transformed into non-readable formats).

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

The bidder needs to download the BOQ, fill up the rate in the BOQ in the designated Cell and upload the same in the designated location of Financial Bid.

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

b. The bidders will have to quote their rates against the service as mentioned in the BOQ.

c. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against this contract.

d. Prices indicated in the schedule of prices deemed to include all the levies/duties/taxes/Cess & all other incidentals payable as per statute excluding GST. Relevant GST rule is applicable for the work and shall be paid extra.

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

- f. Before the deadline for submission of tenders, W.B.S.E.D.C.L. may modify the bidding documents by issuing addenda. Any addendum/corrigendum thus issued shall be part of the bidding documents and shall be communicated through respective website.
- g. Bids shall be submitted online within the stipulated deadline. W.B.S.E.D.C.L. may at its discretion, extend the deadline of bid submission by issuing an amendment. In that case all rights and obligations of W.B.S.E.D.C.L. and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- h. Tender shall not be allowed to be submitted after the deadline given in the NIT due to any reason whatsoever.
- i. The entire bid document including BOQ and Technical Specification should be read altogether while quoting the rate.
- j. The rates and prices quoted shall cover all obligation of the bidder under the contract and all materials etc. necessary for the proper completion of the work. In this case, Rate should be quoted considering Transportation of materials.

2. DOCUMENTS TO BE UPLOADED:

The techno-commercial bid shall contain scanned copies of the following documents

(A) Statutory Documents:

- a) Holiday Listing (Annexure-III)
- b) Bid Proposal (Annexure-VII)
- c) Letter of Undertaking (Annexure-I)
- d) NIT with any corrigendum (if any)

(B) Non-Statutory Documents:

- a) Copy of GST Registration no. to be enclosed.
 - b) Copy of Pan Card.
 - c) Up-to-date Trade License.
 - d) Copy of Income Tax return for the Assessment Year 2019-20, 2020-21 and 2021-22.
 - h) Self-attested copies of orders with work completion certificates from Client to establish work experience as required in the NIT.
- **Failure to submit any of the above mentioned statutory as well non-statutory documents will render the bidder liable to be rejected for techno-commercial bid.**
 - **Original documents may be required to be verified.**
 - The bidder shall have to go through all the "Annexure" enclosed in this bid document and submit the filled in proforma of the appropriate/relevant annexure with the bid document putting the signature with seal of the Company before uploading the tender viz. Annexure-I (proforma of letter of undertakings), Annexure-III (Proforma of declaration of Black Listing/Holiday Listing), Annexure-VII (Bid Proposal) etc.
 - Price bid should contain the priced "Bill of Quantities" (BoQ) in one folder. Bidder is to quote the rate on 'item rate basis' in the space marked for quoting rate in the BoQ.

3. QUOTING OF RATE:

- a) Price bid should contain the priced "Bill of Quantities" (BoQ) in one folder. Bidder is to quote the rate in the space marked for quoting rate in the BoQ.
- b) The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against this contract.
- c) Prices indicated in the schedule of prices deemed to include all the levies/duties/taxes/cess & all other incidentals payable as per statute excluding GST. Relevant GST rule is applicable for the work and shall be paid extra.

- d) If the rate is not quoted against any particular item of work, it will be construed that the item would be executed free of cost and the rates for other items of work are deemed to include its cost. Further if any error is found in multiplication of quoted unit rate with respective quantities and/or to derive any rate component and/or in summation to arrive at the total quoted price, the same shall be recalculated to arrive at the evaluated price by considering the quoted unit rate as firm. Bidders are in no way allowed to get any escalation of price against this contract.

4. VALIDITY OF BIDS:

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

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

5. EARNEST MONEY DEPOSIT (EMD):

(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:

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

(C) Refund/ Settlement of EMD Amount:

- ✓ For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- ✓ For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- ✓ The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

- ✓ For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz. 33-40267512/ I3 since payment gateway facility used by E-tender portal is maintained by ICICI.
- ✓ Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner if not created earlier.

The EMD shall be forfeited:

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

6. BID WITHDRAWAL/MODIFICATION:

The bidder may modify or withdraw his bid after submission but within the deadline of bid submission, No bid shall be modified/ withdrawn after the deadline of bid submission. Modification /withdrawal of bid by any bidder after the deadline of bid submission shall result into forfeiture of EMD.

7. (A) TECHNO-COMMERCIAL BID OPENING:

- a) Technical proposals will be opened by authorized representatives of W.B.S.E.D.C.L. from the web site stated using their Digital Signature Certificate.
- b) Intending bidders may remain present if they so desire.
- c) Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded and handed over to the authorized representatives of W.B.S.E.D.C.L.
- d) Uploading of summary list of technically qualified bidders:
 - i) Pursuant to scrutiny & decision of the authorized representatives of W.B.S.E.D.C.L. the summary list of eligible bidders will be uploaded in the web portals.
 - ii) While evaluation the authorized representatives of W.B.S.E.D.C.L. may summon any of the bidder & seek clarification / information or bidder/s may be asked for producing original hard copy/s of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

(B) OPENING OF FINANCIAL BID:

- a) Financial proposals of the bidders, declared technically eligible, will be opened electronically by the Tender Inviting Authority (authorized representative of WBSEDCL) from the web portal stated above on the prescribed date.
- b) The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
- c) After opening of the financial proposal, the preliminary summary result containing inter-alia, name of the bidder and the rates quoted by them will be uploaded.
- d) The bids will be evaluated on the basis of technical and financial proposal for the entire scope of work covered under this bid document.
- e) The bidder whose offer has been accepted will be finalized after the evaluation procedure will be notified by the Tender Inviting Authority (authorized representative of WBSEDCL) through

Letter of Intimation/ any communication. The same will be made available/uploaded in the website <https://wbtenders.gov.in>.

- f) Decision of Tender Inviting Authority will be final and bound to every bidder.
- g) Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
- h) The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.

8. COST OF BIDDING:

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

9. CORRECTION OF ERRORS:

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

10. TIME SCHEDULE:

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

11. EVALUATION AND COMPARISON OF BIDS:

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

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

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

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

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

12. PROCEDURE OF EVALUATION:

Evaluation of tenders will be done in the following steps:

Step-1 Techno-Commercial Evaluation:

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

Step-2 Opening and evaluation of financial proposal.

Financial proposal of techno-commercially qualified bidders will only be opened & compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract.

13. RIGHT TO REJECT BIDS:

Lowest valid rate should normally be accepted.

However, WBSEDCL, does not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.

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

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

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

14. PLACEMENT OF ORDER

After selection of successful L1 bidder sample of Half-full scape size of paper indicating the respective GSM and brand as mentioned in the Scope of work in the NIT duly signed with seal of the successful L1 vendor to be submitted to the tender inviting authority within 1 week of date of communication for necessary verification of sample paper as well as approval. After verification of the sample paper the LOA/Purchase Order to be issued.

After issuance of the LOA/Purchase Order and on completion of preparation of draft/sample proof copy in respect of all the FORMs as per duly supplied master copy to be printed on duly approved paper quality, the concerned L1 bidder to whom LOA/Purchase order has been issued have to submit within 2 weeks to get approval of the proof from the tender inviting authority prior to proceed for final printing and delivery. Zero date for completion of the job would be considered from the date at which the sample proof/ draft proof has been approved and handed over/ communicated to the concerned successful L1 bidder to whom purchase order has been issued.

After delivery of items sample checking iro all types of delivered printed forms/format regarding GSM and other specification has to be checked/ verified and if it is found similar as mentioned in the NIT then only the supplied/ delivered items shall be considered as successful delivery and items will be accepted, otherwise the supplied/delivered items would be summarily rejected. Any deviation from required quality, specification of paper and contents of the proof should strictly be avoided and in such cases tender inviting authority shall have every right to reject the items in part or full.

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

to WBSEDCL as an acknowledgement of unconditional acceptance of the same within 3 (three) days of issue of L.O.A./Order.

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

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

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

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

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

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

17. CORRUPT OR FRAUDULENT PRACTICE:

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

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

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

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

Section-IV

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. **SCOPE OF WORK:**

- (i) Printing of Application format for New Service Connection (known as Procedure – A&B Combined, as per format to be supplied by W.B.S.E.D.C.L. at the page size 22cm (W) x28cm (H) on 65 GSM Andra Sky blue/ any equivalent branded sky-blue paper bearing size when folded 22 C.M. (W) x28 C.M. (H), 3 sheet in a form single folding and last sheet pasting as per specification & direction.
- (ii) Printing of Note Sheet Front Page (WBSEDCL – 75) – both side printing and supply forms on 95 GSM West coast ledger paper bearing size 34.5 C.M. x 21.5 C.M. as per specification & direction.
- (iii) Printing of Note Sheet Inner Page (WBSEDCL – 75A) – both side printing and supply forms on 95 GSM West coast ledger paper bearing size 34.5 C.M. x 21.5 C.M. as per specification & direction.
- (iv) Printing of Field Book– to be printed in Bengali and supply: - one side printing of page from 1-100 on 54 GSM Andhra White Web paper bearing size A4 having it's duplicate with perforation on top and thick paper binding containing 200 pages of each field book.
- (v) Grid Substation daily log sheet – to be printed and supply: -. Both side printing & supply of "Grid Sub-Station Log sheet on 54 GSM Andhra White wore paper bearing size 55 X 45 Cm, binding containing 100 pages of each Book with numbering 01-100.
- (vi) After selection of successful L1 bidder with due communication, sample of Half-full scape size of paper indicating the respective GSM and brand as mentioned in the Scope of work in the NIT duly signed with seal of the successful L1 vendor to be submitted to the tender inviting authority **within 1 week** of date of communication for necessary verification of sample paper as well as approval. After verification of the sample paper the LOA/Purchase Order to be issued.
- (vii) After issuance of the LOA/Purchase Order and on completion of preparation of draft/sample proof copy in respect of all the formats as per duly supplied master copy to be printed on duly approved paper quality, the concerned L1 bidder to whom LOA/Purchase order has been issued have to submit **within 2weeks** to get approval of the proof from the tender inviting authority prior to proceed for final printing and delivery. Zero date for completion of the job would be considered from the date at which the sample **proof/ draft proof has been approved and handed over/ communicated to the concerned successful L1 bidder to whom purchase order has been issued.**

After delivery of items sample checking iro all types of delivered printed forms/format regarding GSM and other specification has to be checked/ verified and if it is found similar as mentioned in the NIT then only the supplied/ delivered items shall be considered as successful delivery and items will be accepted, otherwise the supplied/delivered items would be summarily rejected. Any deviation from required quality, specification of paper and contents of the proof should strictly be avoided and in such cases tender inviting authority shall have every right to reject the items in part or full.

However, WBSEDCL, does not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.

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

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

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

2. SECURITY DEPOSIT

In respect of successful Bidder, the Earnest Money deposit on acceptance of Tender shall be converted as Security Deposit and would be retained by WBSEDCL till 90 days after completion of successful delivery of items. Such amount of security deposit would be retained accordingly after expiry of specified period and subject to availability of proper application from the vendor concerned.

The Security Deposit is liable to be forfeited in case of non-compliance of order or failure to complete the order.

3. CONTROLLING OFFICER & SUPERVISING OFFICER:

i) Controlling Officer

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

ii) Supervising Officer

The Dy.G.M (HR&A), Burdwan Zonal Office, WBSEDCL will be the Supervising Officer of the entire job.

iii) Paying Officer

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

4. TERMS OF PAYMENT:

The payment shall be released within 30 (thirty) days from date of submission of tax invoice in triplicate.

5. LIQUIDATED DAMAGE:

Delay in supply for reason like labor unrest, load shedding, breakdown of machineries, strike etc. will not be given consideration. If the delivery of the articles is/are not made within the period specified and / or as per delivery schedule, liquidity damage (L.D) will be imposed @ 0.5% per week of delay or part thereof subject to maximum of 5% of the total value of order along with other penalty as may be decided by WBSEDCL

6. TERMINATION OF CONTRACT:

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

the manner notified, the Company shall terminate the contract with the rights to impose penal measures.

7. FORCE MAJEURE:

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

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

8. LANGUAGE AND MEASUREMENT:

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

9. SETTLEMENT OF DISPUTES:

All disputes concerning question of act arising under the contract shall be decided by the WBSEDCL on receipt of written appeal by the contractor. Any dispute or differences arising out of or in connection with this contract shall to the extent possible be settled amicably. However, the Calcutta High Court shall have exclusive jurisdiction in all matters arising under the Contract including settlement of disputes.

10. GST:

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

Section-V

ANNEXURE

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

Ref.....

Date.....

To

Dear Sir,

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

Signature along with Seal of Co.....
(Duly authorized to sign the Tender on behalf of the Contractors)
Name.....
Designation
Name of Co.....
(IN BLOCK LETTERS)

WITNESS

Signature.....
Date.....
Name & Address.
Telegraphic Address.
Telephone No. Fax No.....
E-mail.....

PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

In the case of a Proprietary Concern:

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

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

In the case of a Partnership Firm:

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

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

In the case of a Company:

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

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

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

Signature with date & seal of the Bidder

PROFORMA OF AGREEMENT

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

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

AND

..... hereinafter referred to as the "Contractor" (which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and permitted assigns) of the OTHER PART.

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

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

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

NOW THEREFORE, WBSEDCL and the Contractor agree as follows:

1. The Contractor agrees to undertake the work of..... "as per Letter of Award no/ PO No..... dt referred to above.
2. WBSEDCL agrees to pay the contractor as per the Letter of Award no/PO No. dt..... referred to above.
3. Both the Contractor and WBSEDCL agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the Calcutta, High Court, Kolkata.

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

SIGNED, SEALED AND DELIVERED

.....
Contractor.....
Witness.....
Witness.....
WBSEDCL.....
Witness.....
Witness

FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To,

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

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK

by:

(Signature)
(Name)

(Designation)
(Code Number)
(Address)

NOTES:

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

BID PROPOSAL

Bidders Name & Address:

Bid Proposal Reference:

Person to be contacted:

Designation:

Telephone No.:

Email address:

To,

The _____

Sub: Proposal for _____

Ref: Tender Notice No: _____

Dear Sir,

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

2. PRICES AND VALIDITY

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

4. BID PRICE

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

5. DEVIATIONS

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

a)	Terms of Payment	Section GCC/ITB/IFB/NIT
b)	Contract Performance Guarantee/ Additional Performance Guarantee/ Agreement/ Indemnity Bond	Section GCC/ITB/IFB/NIT
c)	Liquidity Damages for Delay	Section GCC/ITB/IFB/NIT

6. BID PRICING

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

7. PRICE BASIS

We declare that our price components are on FIRM BASIS.

8. CONTRACT PERFORMANCE GUARANTEE

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

9. QUALITY PLANS

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

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

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

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

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

11. CHECKLIST

We-have included a Check List duly filled in.

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

(IN BLOCK CAPITALS)

*Strike out the portion which is not applicable
 Signature with date & seal of the Bidder