



West Bengal State Electricity Distribution Company Ltd.

(A Government of West Bengal Enterprise)

Project Office: Jaldhaka Hydel Project

WBSEDCL

Village: Paren

Telephone: 03552-265213

E-Mail : pmjhp.wbsedcl@rediffmail.com

P.O. – Jaldhaka Hydel Project

Kalimpong, PIN-734503

NIT no: WBSEDCL/PM/JHP/HR/25-26/01

Dated: 14/05/2025

Sealed **Item Rate** tender is hereby invited by the Project Manager, Jaldhaka Hydel Project, WBSEDCL, Paren, Kalimpong-734503 from intending bidders for Supply, Delivery & Installation of computers, printer and hi-speed scanners as below in table at Jaldhaka Hydel Project Office, Paren, Kalimpong-734503 as per terms & conditions as mentioned below:

Sl/No	Description	Req. Quantity
1	HP Desktop with Intel Core i3 12th Gen Processor, 8GB DDR IV SDRAM, SATA 1 TB HDD 720 rpm, 512 GB SSD, USB Keyboard & Mouse, Monitor 19.5" LED, Win 11 Professional, Warranty 3 Years	5
2	HP Leaser Jet Printer 126a MFP	4
3	HP Scanner 2000s Hi-speed	1

Terms & Conditions:

1. Estimate Value: ₹ 3, 08,559.32 (Rupees Three Lakhs Eight Thousand Five Hundred Fifty Nine and Three Two Paise only) exclusive of GST.
2. Earnest Money Deposit: Rs. 6172.00 (Rupees Six Thousand One Hundred Seventy Two Only)
3. Intending bidder should download the tender documents from the website <http://www.wbtenders.gov.in> directly with the help of Digital signature Certificate. Necessary Earnest Money Deposit (EMD) should be remitted through online mode through the e tender website of [wbtenders.gov.in](http://www.wbtenders.gov.in) as per schedule stated in Sl. No. 11.
4. Eligibility criteria: Technical requirement for participation in tender.
 - GST Registration Certificate (as applicable).
 - PAN Card
 - Valid Trade License
 - Work completion certificate or payment certificate in similar nature of work.
5. Neither prospective Bidder nor any of the constituent partners had been debarred to participate in any Tender by any Government Department / Semi - Govt. /Govt. Undertakings / Enterprise etc. during the last 5 (five) years prior to the date of this NIT. Such debarring will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders). [Non-Statutory Documents].
6. The prospective Bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders). [Non-statutory Documents]

Registered Office: "Vidyut Bhavan", Bidhannagar, Block – DJ, Sector – II, Kolkata – 700 091

Telephones: 033 2359 1930 to 1940, Fax : 033 2359 1954

CIN: U40109WB2007SGC113473, Web: www.wbsedcl.in

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7. 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') as per Schedule stated in Sl. No. 8.
8. 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. List of Technically Qualified Bidders will be uploaded in the website.
9. A prospective Bidder shall be allowed to participate in the tender either in the capacity of individual or as a partner of firm or Ltd. Company or Co-Operative society etc. Multiple participations from one single identity are not allowed.
10. The Bid shall remain valid for a period not less than 180(one hundred eighty) days from date of opening of Financial Bid. If the bidder modifies/withdraws bid during the validity period of bid, the bid will be cancelled with forfeiture of earnest money deposit (EMD).
11. Date and Time Schedule:

Sl./No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	26.05.2025 at 12:00 Hrs.
	Documents download/sell start date (Online)	26.05.2025 at 12:00 Hrs.
3	Bid submission start date (On line)	26.05.2025 at 12:00 Hrs.
4	Documents download End Date.	09.06.2025 at 12:00 Hrs.
5	Bid Submission closing date (On line)	09.06.2025 at 17:00 Hrs.
6	Technical Bid opening date (Online)	12.06.2025 at 12:00 Hrs.
8	Financial Bid opening Date (Online)	To be intimated later

12. No mobilization advance and secured advance will be allowed.
13. Security Deposit: An amount of Rs. 6,172.00 (equivalent to 2% of the order value) deposited as EMD shall be converted into a Security Deposit. The remaining 8% of the order value shall have to be submitted in the form of Bank Demand Draft or the equivalent amount shall be deducted from the submitted bill to ensure that the total Security Deposit amounts to 10% of the order value.
14. Payment: 92% of the bill/order value, along with applicable taxes and duties, shall be paid upon the successful completion of work/supply of materials. The remaining 8% of the order value deposited/deducted as Security Deposit and along with the EMD amount submitted shall be released only after the successful completion of the defect liability period.
15. Liquidated Damages: A penalty of 0.5% of the order value per week (or part thereof) shall be imposed for delays in the delivery of materials, subject to a maximum penalty of 5% of the order value. This amount shall be deducted from the bill.
16. Warranty: The supplied materials shall be covered under warranty against defects in material and poor workmanship for the entire defect liability period. In case of supply/delivery of damaged or defective materials the agency will be responsible for changing/ replacement of same at his/her own cost. If the contractor fails to comply with this clause, their firm shall be barred from participating in all future work/NITs of JHP and placed under holiday listing as per company norms. Additionally, the Security Deposit may be forfeited.

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17. Tax & Duties: Statutory deduction will be applicable as per the relevant law in force.
18. Delivery Period: Materials have to be supplied at site within 30 Days from the date of placement of order.
19. Defect liability: The materials will have defect liability period of 12 (Twelve) months from the date of supply. In case of supply/delivery of damaged or defective materials the agency will be responsible for changing/ replacement of same at his/her own cost.
20. GST will be paid extra as per rule prevailing during the execution of the work.
21. Place of Delivery: the material is to be delivered at Administrative Office, Jaldhaka Hydel Project, WBSEDCL, Paren, Kalimpong-734503.
22. Consignee: The Asstt. Manager (HR&A), Jaldhaka Hydel Project, WBSEDCL, Paren, Kalimpong-734503.
23. Paying Authority: The Manager (F&A), Jaldhaka Hydel Project, WBSEDCL, Paren, Kalimpong-734503
24. Force Majeure: Force Majeure by any reason of war Act of God, Govt or Parliamentary restrictions, riots civil commotion, delay in release of foreign exchange, fire, flood, accident, hurricanes, epidemics, inability to obtain dock, strike or other labour trouble, whatsoever beyond your control will have to be justified accordingly by production of authenticated documents.
25. The Bidder at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for repairing the Bid and entering a contract for the work as mentioned in the Notice Inviting Tender. The cost of visiting the site shall be at the Bidder's own expense.
26. 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.
27. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before tendering the bids.
28. Exemption from deposition of earnest money (EMD) shall not be allowed under any circumstances.
29. Conditional / Incomplete tender will not be accepted under any circumstances.
30. The intending Bidders are required to quote the rate online.
31. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated then that bidder would not be allowed to participate in the tender and his application will be rejected without any prejudice.
32. The Canvassing in connection with tender submitted is strictly prohibited.
33. **The eligibility of a Bidder will be ascertained on the basis of the documents submitted by a Bidder in support of eligibility criteria. If any document submitted by a Bidder is found to be incorrect/manufactured/fabricated/ false at any stage, his Tender will be out rightly rejected and legal action will be taken against him.**

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34. The WBSEDCL may at its discretion ask any bidder to produce the detailed price analysis for the quoted rate.
35. If the office happens to be closed on any date mentioned in Cl. no-11 i.e. of Publishing date/ Documents Download start date/ Bid Submission Start date/ Bid Submission end date/ Technical Bid Opening date, the next working day (except Saturday) at the same time and venue shall be applicable for the said purpose
36. **Additional Performance Security:** If the lowest bidder's bid found to be within the range of -20% to -80% of the estimated value, the bidder shall have to furnish an Additional Security amounting to 10% of the tendered amount. The Additional Performance Security shall be submitted in the form of Bank Guarantee from any schedule bank before issuance of Work Order.
37. The WBSEDCL does not bind itself to accept the lowest (L₁) 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.
38. The WBSEDCL reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

Rajeev
14.05.2025

(Rajeev)

Addl. C.E. & Project Manager
Jaldhaka Hydel Project

INSTRUCTION TO BIDDERS (ITB)

1. **Availability of Tender Documents:** Intending bidder should download the tender documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate.
2. **Eligibility criteria:** As per NIT.
3. **General guidance for e-Tendering:** Instructions/Guidelines for electronic submission of the tenders have been mentioned below for assisting the bidders to participate in e-Tendering.
 - i. **Registration/Enrolment of bidder on e-tendering portal of NIC:** In order to submit the bid, the bidders have to get themselves registered online on the e-tendering portal of NIC with valid Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. The online registration of the bidder shall be one time activity only. The registration should be in the name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.
 - ii. The bidder shall have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions of NIT including general and special terms and conditions and other conditions, indignity Pact etc. if any, along-with online undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the bidder on-line in order to become an eligible bidder. No conditional bid shall be allowed/ accepted. This user portal agreement will be part of NIT/Contract document.
 - iii. **Digital Signature Certificate (DSC):** Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.
 - iv. The bidder can search and download NIT & Tender Documents electronically from the website mentioned in Clause 1 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents
4. **Submission of Tenders:**
 - i. General process of submission – Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Bidders are required to upload all the tender documents along with the other documents, as asked for, in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders - one is Technical Proposal and the other is Financial Proposal. The bidder shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
 - ii. The bidder needs to download the Forms / Annexure, fill up the particulars in the designated cell and upload the same in the designated location of Technical Bid. He needs to download the BOQ, fill up the rates of items in the BOQ in the designated Cell and upload the same in the designated location of Financial Bid.
 - iii. 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.
 - iv. **Technical proposal:** Technical proposal should contain scanned copies of the following in two covers (folders). Viz Statutory cover and non-statutory cover
 - a) **Statutory Cover** Containing two covers (folders) - (i) NIT & (ii) EMD



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- i. **NIT folder** containing Downloaded and uploaded copies (Digitally Signed) of the following: -
 - NIT.
 - Additional terms and conditions, special conditions of contract if any.
- ii. **EMD folder:** - containing proof of online submission of Earnest money Deposit (EMD).
- b) **Non statutory cover containing**
 - i. Trade License, GST Registration details with current Challan deposition slip and Pan Card.
 - ii. Registration Certificate under Company Act (If any).
 - iii. Registered Deed of partnership Firm/Article of Association & Memorandum.
 - iv. Power of Attorney (For Partnership Firm/Private limited Company, if any).
 - v. Current Year no objection Certificate issued by the Assistant Register of Co-Op(S) (ARCS). Valid bye laws are to be submitted by the Registered Labour Co-Op(S), Engineers 'Co –Opt.(S).
 - vi. Credential of at least one similar nature of work under State/Central Government, State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government of value not less than 50% of the estimated cost of the first year in a single contract as stated under Cl.3 (i) Scanned copy of Work Order and completion certificate, as stated in 3(i) of NIT.
- v. **Financial Proposal:** It contains Bill of Quantities (BOQ). The rate is to be quoted in the BOQ on “percentage basis” in the space marked for quoting rate (either excess, less or at par i.e., 0.00%). Quoted rate will be encrypted in the B.O.Q. under Financial Bid.
Note: - Failure of submission of any of the above-mentioned documents (as stated in a) and b) will render the tender liable to summarily rejected for both statutory & non statutory cover.
5. **Conditional and incomplete tender:** conditional and incomplete tenders are liable to summary rejection.
6. **Earnest Money Deposit (EMD):**
 - a. A bidder desirous of taking part in a tender shall login to the e-procurement portal of Government of West Bengal <http://wbtenders.gov.in> using his login Id and password.
 - b. The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD through online mode.
 - i. Net banking through Payment Gateway.
 - ii. **RTGS/NEFT Payment:** On selection of RTGS/ NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS / NEFT transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS / NEFT process to be completed.
 - c. **General Instructions for Online Payment:**
 - i) The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment.
 - ii) Status of NEFT / RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.

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iii) 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).

iv) The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

d. **Refund/ Settlement of EMD Amount:**

i) For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.

ii) For successful bid(s), EMD will be kept as part of Security Deposit and will be refunded after successful completion of Defect Liability Period and certified as such by the controlling officer to the work upon written request by the contractor.

iii) 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.

iv) For any queries related to payments and refunds, bidders will have to communicate with **ICICI Customer Support, viz, 033_40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI.**

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

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

vii) **Forfeiture of Earnest money/Bid guarantee:** Earnest money/Bid guarantee shall be forfeited in case of following:

- If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.
- If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
- In case of successful bidder, if the Bidder fails: To accept LOI/Order unconditionally and sign contract To furnish the contract performance bond wherever applicable

7. Opening and evaluation of tender:

• Opening of Technical Proposal.

a) Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.

b) Intending bidders may remain present if they so desire.

c) 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.

d) Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.

• Techno-commercial Evaluation of Tender

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- a) While evaluation, the Tender Inviting Authority or his authorized representative may summon the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- b) The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified bidders.
- **Opening and evaluation of Financial Proposal**
 - a) Financial proposals of the bidders declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority 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 remain present at that time.
 - c) 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.
 - d) The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.
 - e) Revision/withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority
 - f) **Acceptance of Tender:** Lowest valid rate should normally be accepted. Evaluation of bid will include and will take into account Cost of total Scope of Work excluding Taxes. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons.
- 8. **Concession:** No price preference will be allowed to any bidder based on the size of the industry or its geographic location. Co-operative Society will not be considered with separate status.
- 9. **Holiday Listing and Vendor Rating:** Holiday Listing & Vendor Rating will be applicable according to the “Holiday Listing & Vendor Rating” policies of the Revised Purchase Policy, which is posted in website of WBSEDCL (www.wbsedcl.in). Performance of the bidders, who supplied materials/equipment to WBSEDCL previously, will be evaluated for their Vendor Rating according to the said Vendor Rating policy and their Vendor Rating will be taken into consideration at the time of evaluation of Technical and Financial Proposals of the tender.
- 10. Responsibility of Bidder:**
 - i) WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interruption or deductions the bidder may derive from the data furnished by the WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.
 - ii) It shall be the responsibility of the bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this contract including in particular all factors that may affect the cost, duration and execution of the works. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid.

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- iii) Claim, whatsoever, including those for financial adjustment to the contract awarded under these specifications and documents will not be entertained by the purchaser. Neither any change in time schedule of contract nor any financial adjustments arising thereof shall be permitted by the purchaser, which are based on the back of such clear information of its effect on the cost of the contract to the bidder.
- iv) The bidder is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, and specifications in the bidding document.
- v) Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.
- vi) **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.

11. Bid Prices:

- The bidder shall quote their price in the prescribed format.
- 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.
- Prices indicated in the schedule of prices deemed to include all the levies/ duties/ taxes/cess & all other incidentals payable as per statute. GST shall be paid extra as per statute.
- All corrections in the tender should be initialed by the tenderer before submission of the tender. All pages of the tender document must be signed with company's seal by the tenderer. Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document. For the purpose of this clause a substantially responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without material deviation, or reservations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the bidder by correction.

12. 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.

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.

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15. Corrupt or fraudulent practice: 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:

- i. **“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
- ii. **“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.
- iii. 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.
- iv. 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. 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 submitted copies or if there is any suppression, the tender committee will take action as deem fit against such defaulting Bidder.

18. Award of contract:

- i. The Bidder who’s Bid would be accepted will be notified by the authorized official through acceptance letter/Letter of award/ Purchase order.
- ii. The notification of award will constitute the formation of the Contract.
- iii. The Agreement as prescribed format will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T., B.O.Q., and S.O.W will be the part of the contract documents.

19. Right to reject bids: WBSEDCL reserve the right to accept or reject any bid to and the bidding process and reject all the bids at any time prior to award of contract without **thereby** incurring any liability to affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL’s action.

20. Taxes, duties and other levies:

- i. 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 WBSEDCL does not take any responsibility what-so-ever regarding taxes under Indian Income Tax Act for the contractor or his personnel. If it is obligatory under the provisions of Indian Income Tax Act, deduction of Income Tax at source shall be made by WBSEDCL.

Registered Office: “Vidyut Bhavan”, Bidhannagar, Block – DJ, Sector – II, Kolkata – 700 091

Telephones: 033 2359 1930 to 1940, Fax: 033 2359 1954

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WBSEDCL



West Bengal State Electricity Distribution Company Ltd.

(A Government of West Bengal Enterprise)
Project Office: Jaldhaka Hydel Project

Village: Paren

Telephone: 03552-265213

E-Mail : pmjhp.wbsedcl@rediffmail.com

P.O. – Jaldhaka Hydel Project

Kalimpong, PIN-734503

ii. All other taxes/duties/levies/cess payable by the bidder except GST shall be included in the bid price and no claim on this behalf will be entertained by WBSEDCL. GST will be paid extra as per prevailing rules.

- 21. Additional Performance Security:** If the lowest bidder's bid is found to be within the range of -20% to -80% of the estimated value, the bidder shall have to furnish an Additional Performance Security amounting to 10% of the tendered amount. The Additional Performance Security shall be submitted in the form of Bank Guarantee from any scheduled bank before issuance of Work Order. The Additional Performance Security shall have validity for entire defect liability period and with a claim period of another 3(three) months. Tenderer shall not claim any interest on Additional Performance Security. Additional Performance Security may be extended or revised as per the request of purchaser.

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