

### "WEST BENGAL STATE ELECTRICITY DIST. CO. LTD.

# [ A West Bengal Government Enterprise ] OFFICE OF THE DIVNL. ENGINEER & DIVNL. MANAGER ASANSOL DIVISION

### ADMINISTRATIVE BUILDING, KALYANPUR HOUSING ESTATE ASANSOL -713305, PASCHIM BURDWAN

CIN: U40109W82007SGC113473

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ROF. NITT NO. DM/ASI/E. Tendy/2023-24/08/1263

Pt 05.09.23

#### **NOTICE INVITING E-TENDER**

N.I.T. No.: DM/ASL/E-tender/2023-24/08

Dt.

The Divisional Manager, Asansol Division, WBSEDCL invites e-Tender only from the bonafide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. (Submission of Bid through online) who have successfully completed delivery of similar nature of materials:-

Sl.	Description of materials	Specification	Qty. (nos)	Estimated Value(Rs.) (Without GST)	Earnest Money(Rs.)	Period of Completion after issuance of order
01.	LT Distribution Kiosk for 100 KV DTR	As per Specification & drawings of WBSEDCL (ANNEXURE-I)	70	4,71,450.00	9,429.00 (Nine Thousand four hundred twenty nine only)	30(Thirty Days)

#### **Terms & Conditions of the E-Tender:**

- 1. In the event of e-filling intending bidder may download the tender document from the website https://wbtenders.gov.in directly with the help of Digital Signature Certificate.
- 2. Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently duly digitally signed by the Tendered through the website https://wbtenders.gov.in.
- 3. Technical Document and Financial Bid should be submitted online on or before as per the "Date &Time Schedule" stated in Sl. No.-07.
- 4. The FINANCIAL OFFER of the prospective tendered will be considered only if the TECHNICAL DOCUMENT of the tendered found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and absolute in this respect. The list of Responsive and Non-Responsive Bidders will be displayed in the website.

5. Eligibility criteria for participation in the tender

- 5.1. Bonafide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. who have successfully completed 1 no. similar nature of work having value not less than 80% (Eighty percent) of the estimated cost in a single contract or 2 no. similar nature of work having value not less than 50% (Fifty percent) of the estimated cost in 2 contract or 3 no. similar nature of work having value not less than 40% (Forty percent) of the estimated cost in 3 contract during last 7 (seven) years.
- N.B.-Completion Certificates indicating Name of the Work, Ordered Amount, Executed amount, date of commencement and completion of the work and detail communicational address along with contact number of

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the Client should be submitted by the Bidder. Also uploading of copy of work order/ schedule of work/ copy of Challan/ copy of SRV as supporting documents of completion certificate is mandatory.

- 5.2. All intending Bidders are required to produce valid copies of Professional Tax (PT) Clearance Certificate along with PAN Card / IT return last three years, GST Registration Certificate(including HSN and SAC Code) & Certificate of compliance of statutory obligations (to be documented through e-filing).
- 6. No mobilization / secured advance will be allowed.

7. Date & Time schedule:-

SI.	Particulars	Date & Time
No		
01	Date of uploading of N.I.T and Tender Documents (online). [Publishing Date)	05 .09.2023 after 16.00 Hrs
02	Documents sell / download start date (online).	05 .09.2023 after 17.00 Hrs
03	Pre Bid Meeting	07 .09.2023.2022 at 10:30 Hrs
04	Bid Submission upload start date (online)	07 .09.2023 after 11:30 Hrs
05	Bid Submission upload end date (online)	21.09.2023 up to 17.00 Hrs
06	Date for opening of Technical bid (online) for the Bidders	25.09.2023 at 11.00 Hrs
07	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	To be intimated later.
08	Date, for opening of Financial Bid (online).	To be intimated later.

If a Holiday falls on any of the aforesaid scheduled date then scheduled date shall be considered on next working day.

- 8. Bids shall remain valid for a period not less than 180 (One hundred Eighty) days after date of Bid opening of tender. Bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the tenderer withdraws the bid before the period of bid validity without giving any satisfactory explanation for such withdrawals, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
- 9. Earnest Money/ Bid Guarantee: A bidder desirous of taking part in a tender invited by offices of WBSEDCL shall login to the e-Procurement portal of Government of west Bengal https://wbtenders.gov.in using his login Id and password. The bidder shall select the tender to bid and initiate payment of EMD amounting Rs. 9429.00, Exemption from deposition of EMD shall not be allowed under any circumstances. No Interest shall be payable by WBSEDCL on the above bid guarantee.

Following payment options are available for paying EMD amount through online mode:

- a. Net-banking through Payment Gateway
- b. RTGS/NEFT Payment: On selection of RTGS/ NEFT as the payment mode, the e-Procurement portal will show a prefired challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the prefilled information to make RTGS/NEF-I 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. EMD amount need to be paid in online mode only. Any other mode of payment will not be accepted. General Instructions for Online Payment:
- a. The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment. b. Status of NEF-I/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 complicacy.

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- b. Status of NEF-I/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 complicacy.
- c. 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).
- d. 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.
- 10. Refund/ Settlement of EMD Amount:
- a. 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.
- b. For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- c. 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. For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-4O267512/13, since payment gateway facility used by E-tender portal is maintained by ICICI.
- 11. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of the Bid, the Tender Inviting Authority reserves the right to accept or reject any / all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the Bidder at the stage of Bidding.
- 12. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in "Instruction to bidders" stated in Section "A" before tendering the bids.
- 13. Work Order & Payment of work will be depended on availability of fund. Intending bidders may consider this criteria while submission of tender and quoting their rate through online.
- 14. No Conditional Bid / Incomplete Tender will be accepted under any circumstances.
- 15. At any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process, found incorrect / manufactured / fabricated, that bid will be considered a nonresponsive and outright rejected with forfeiture of Earnest Money and action will be taken as per stipulation of IT Rules in force.
- 16. Before issuance of Letter of Acceptance / Work order/ Purchase Order, the tender accepting authority may verify the credential & other documents of the lowest bidder so uploaded online if found necessary. If it is found such document incorrect / manufactured / fabricated, Letter of Acceptance / Work order will not be issued in favor of the bidder under any circumstances and action will be taken accordingly.
- 17. The Tender Inviting Authority reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.
- 18. The company shall no way be held responsible or liable for any accident, miss hap of any worker during the execution of the work, any loss or damage cause to any equipments of WBSEDCL during execution shall have to be compensated in full as per direction of the Tender Inviting Authority.
- 19. Standard safety norms as prescribed in the rules and regulations of WBSEDCL have to be religiously followed.
- 20. Penalty of  $\frac{1}{2}$  % per week of delay or part thereof subject to maximum of 2.5 % of the ordered value will be charged on the bill for non completion of work in time. The mobile number of the bidders has to be mentioned.

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- 21. 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 Civil Works Policy of WBSEDCL.
- 22. 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.
- 23. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.
- 24. 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.
- 25. Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.
- 26. 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.

- 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 is not necessarily bound to accept the lowest offer.
- 3. Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
- 4. Tender submitted after expiry of scheduled date and time shall not be considered.
- 5. No interest shall be payable for Earnest Money.
- 6. Any extraneous conditions will be treated as non-responsive.
- 7. The Bids must be submitted in prescribed proforma only.
- 8. 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.
- 9. Bidders shall ensure that all pre-requisites are duly fulfilled by them and if there be any dispute regarding nonsubmission of any document, WBSEDCL reserves the right to cancel the Bid unilaterally without assigning any reasons whatsoever.
- 10. 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.

#### SECTION - A INSTRUCTION TO BIDDERS

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

1. 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, through logging on to https://wbtenders.gov.in (the web portal). The contractor is to click on the link for e-Tendering site as given on the web portal.

2. 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 Information"s Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause-2 of Guideline to Bidder DSC is given as a USB e-Token.

3. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

#### 4. 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).

4.1. Technical proposal:

The Technical proposal should contain scanned copies of the following documents

- 1) Non Statutory / Technical Document Cover file Containing:
- a. Copy of I.T. return for last 3 (three) financial years, PAN.
- b. GSTIN.
- c. Company Registration No. (If bidder is company).
- d. Professional Tax Clearance Certificate / Professional Tax (PT) deposit receipt challan, if any for the last month.
- e. Trade License.
- f. Registered HSN/ SAC Code as applicable against quoted item.
- g. Self attested Documentary evidence(s) regarding fulfillment of Commercial eligibility criteria as per clause no. 5.0 of "Terms & Conditions of the E-Tender".

Note: Failure of submission of any of the above mentioned documents will render the tender liable to be rejected for both statutory & non statutory cover.

THE ABOVE STATED 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.

SI. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	<ul> <li>a) PAN Card.</li> <li>b) Copy of I.T. return for last 3 (three) financial years.</li> <li>c) GSTIN.</li> <li>d) Company Registration No. (If bidder is company).</li> <li>e) Professional Tax Clearance Certificate / Professional Tax (PT) deposit receipt challan, if any for the last month.</li> <li>f) Trade License</li> <li>g) Registered HSN/ SAC Code as applicable against quoted item.</li> </ul>
02	Company Detail(s)	Company Detail	

03	Credentials	Credential	Requisite Credential Certificate for completion of at least 1 no. similar nature of work having value not less than 80% (Eighty percent) of the estimated cost in a single contract or 2 no. similar nature of work having value not less than 50% (Fifty percent) of the estimated cost in 2 contract or 3 no. similar nature of work having value not less than 40% (Forty percent) of the estimated cost in 3 contract during last 7 (Seven) years. Documents of Credential (in the form of work completion certificates and payment certificates) of executing similar nature of works
04	Financial Information	Financial Information	a) Copy of IT returns for last 3 financial years. b) 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 (Form 3CA and Form 3CB) for last 5 years. [Non-statutory documents]

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. Price bid should contain the priced "Bill of Quantities" (BOQ) in one cover (folder). Bidder is to quote the rate in the space marked for quoting rate in the BOQ.

4.1.1. Opening of Technical proposal:

Technical proposals will be opened by the Divisional Manager, WBSEDCL, Asansol Division, WBSEDCL, Kalyanpur Housing Estate, Asansol-713305, Paschim Bardhaman and his authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).

a) Intending tenderers may remain present if they so desire.

b) Summary list of technically qualified tenderers will be uploaded online.

c) Pursuant to scrutiny & decision of the Department, the list of eligible tenderers will be uploaded in the web portal.

#### 4.2. VALIDITY OF BIDS:

Price bid of the tender shall be opened after opening of "Techno- Commercial Bid & EMD". Bids shall remain valid for a period of 180 days from the next day of opening of the tender.

4.3. Earnest Money Deposit (EMD):

The bidder shall deposit the requisite earnest money online.

The bid guarantee/EMD shall be forfeited:

- 4.3.1. If during the period of validity specified by the bidder, the bidder withdraws/modifies its bid as a whole or part.
- 4.3.2. If bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
- 4.3.3. In case of successful bidder, if bidder fails 4.3.3.1. To accept LOI/Order unconditionally and sign contract 4.3.3.2. To furnish the contract performance bond.

4.4. 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 online through Computer in the space marked for quoting rate in the BOQ. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

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#### 5. PRE BID MEETING:

- a. A pre bid meeting shall be arranged by WBSEDCL in which all the bidders will be requested to attend.
- b. If 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 may submit their queries to the tendering authority before specified date. Any change in date shall be intimated to the bidders through e-mail or fax, telephone.
- c. Non attendance at the pre-bid discussion will not be a cause for disqualification of bidders.
- d. The clarification given in the pre bid discussion shall be final and binding on the bidder, being a part of the original Bid Document.
- e. Pre-bid proceedings, if any, shall be circulated among all bidder by email.

#### 6. BID SUBMISSION:

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

#### 7. BID WITHDRAWAL/ MODIFICATION:

The bidder may modify or withdraw his bid after submission but within the deadline of bid submission, provided written notice of the modification/withdrawal is received by WBSEDCL prior to the deadline for 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.

#### 8. BID OPENING:

- a. Techno-commercial bids shall be opened only for those bidders whose EMD has been found in order. Bidder's representatives with written authorization (max. 2 persons per bidder) may attend bid opening. No electronic recording shall be permitted during bid opening.
- b. WBSEDCL will scrutinize and evaluate techno-commercial bid. After that, the list of techno-commercially qualified bidders and date & time of price bid opening will be notified in the web portal.
- c. WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.
- d. WBSEDCL reserves to instruct the bidders to submit hard copy of any relevant document (and to produce the original documents for verification) during scrutiny & evaluation of bids. Bidders" failure to comply such instruction may lead to rejection of bid.

#### 9. PROCESS TO BE CONFIDENTIAL:

- a. 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.
- b. 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.
- c. 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 anymore.

#### 10. RIGHT TO REJECT BIDS:

WBSEDCL reserves the right to accept or reject the bid, wholly or partly, or to split the work in parts and to add/delete any of the items, without assigning any reason whatsoever.

#### 11. 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.

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#### 12. DETERMINATION OF RESPONSIVENESS:

- 12.1. Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document.
- 12.2. 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. WBSEDCL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 12.3. 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.

#### 13. CORRECTION OF ERRORS:

- 13.1. 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.
- 13.2. If there be a discrepancy in figure and word the total amount stated in word shall prevail.

#### 14. EVALUATION AND COMPARISON OF BIDS:

- 14.1. On examination of documents submitted under different covers, WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.
- 14.2. Evaluation of bid will include and will take into account:
- 14.2.1 WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive.
- 14.2.2 The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.
- 14.2.3 Evaluation bid price of all bidders shall be compared among themselves to determine the lowest evaluation bid and as a result of this comparison, the lowest bid will be selected for award of contract.
- 14.2.4 Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation
- 15. Technical Drawing & Specification: Drawing as per WBSEDCL as Annexure-1, Annexure-2.

#### 16. PROCEDURE OF EVALUATION:

Evaluation of e-tenders will be done in the following steps: Step-1 The Earnest Money will be examined. The mode and amount of deposit must be in conformity with requirements set forth in the "Earnest Money" clause, failing which the bid is liable for rejection without opening other covers. Step-2 Techno-Commercial Evaluation for two part bidding: Only those bids meeting the requirements of previous step will be examined and assessed. The bidders will be intimated about the non-compliance of various techno commercial requirements and asked for conforming compliance with the condition of bidding document. 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. Bids, which do not satisfy the "Must Conditions" will not be considered for technical evaluation. "Must Conditions" are to be submitted as per format enclosed with this section. No clarification will be asked from the bidder in this regard. Step-3 Opening of price part and financial evaluation on completion of techno-commercial evaluation. Cover containing price offer of the bidders who have successfully made the requirements of previous steps will be opened in presence of the bidders representative (maximum two) on subsequent pre-intimated date. Price bid of the bidders who do not fulfill the Techno-Commercial requirements shall not be opened.

- 17. CORRESPONDENCE: Any notice to the contractor under terms of the contract shall be served by register mail or by hand at the contractor's principal place of business. Any notice to the owner shall be served at the owner's principal office in the same manner.
- 18. No agent is allowed to participate in the Tender. Original bidder will only be allowed in the tender.
- 19. Acceptance of Tender: On opening of Techno-Commercial Bids (Part-I) the same shall have to be evaluated both in technical and commercial aspects, the tenderers whose offers are found to be acceptable may be considered for opening of

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their respective price bids (Part-II). If there may be found any dispute regarding non-submission of any documents, Annexure, Tender Fees or earnest money, WBSEDCL reserves the right to cancel that bid ultimately without assigning any reason whatsoever. WBSEDCL is not bound to accept the lowest tender and reserves the right to cancel any or all the tenders unilaterally.

- 20. Rate: The rate should be quoted inclusive of delivery charges but excluding GST. The rate is Firm for entire delivery period. No escalation of rate, if any, may be considered except in the event of any new taxes / levies making into force due to Govt. Legislation/notification or by any of the statutory body, the same will become applicable to the concerned party from the effective date.
- 21. No price preference will be allowed to any tenderer based on the size of the industries or its geographic location. Cooperative Society will not be considered with separate status.
- 22. Payment on submission of bill after completion of delivery would be made by concerned authority. Bill along with signed challan"s to be submitted in triplicate mentioning in each the GST registration number and HSN / SAC Code along with the items to the Divisional Manager, Asansol Division for payment by the Manager (F&A), Asansol Division in due course.
- 23. Any further information may be had from the website: www.wbsedcl.in, https://wbtenders.gov.in and the following office time to time.
- 24. **Delivery & Sample Approval:** The tendered items will be delivered by the supplier at the office of the consignee after successful approved by the tender sample approving committee. Samples will be submitted by supplier as per time limit specified in award of contract.

## SECTION – B GENERAL CONDITIONS OF CONTRACT FOR SUPPLY AND DELIVERY OF EQUIPMENT/ MATERIALS

- 1. Any contractor 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://wbtenders.gov.in (the web portal). The contractor is to click on the link for e-Tendering site as given in the web portal.
- 2. The intending bidder(s) required to quote the rate itemwise in the BOQ. 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 the contract. Price indicated in the schedule of prices deemed to include all the levies / duties / cess & all other incidentals payable as per statute. Relevant Goods and Service Tax rules are applicable for the work. The estimated cost is exclusive of Goods and Services Tax. It will be paid to the appropriate authority / agency as per prevailing rates and rules in force.
- 3. WBSEDCL, who do not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annual 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 WBSEDCL"s (Tender Accepting Authority) action.
- 4. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection.
- 5. Bids shall remain valid for a period not less than 180 (One hundred eighty) days after date of Bid opening of tender.
- 6. Security Money:

The Successful tenderer within 7 (seven) days of receipt of LOI / order, shall submit his unconditional acceptance in writing failing which the Department shall have the right to terminate the LOI / Order as per rule and earnest money, submitted along with the tender will be forfeited. On receiving tenderer acceptance for delivery of the matrial the earnest money deposited with the tender will be automatically converted to form a part of security money deposited. An additional sum of security money, if required, shall be deposited by the tenderer to constitute initial security money of 2%

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(two percent) of ordered value. Further additional security money shall be deducted from the progressive bills at 8% (eight percent) of each such bill so that the total deduction together with 2% (two percent) Security money already taken shall constitute not less than 10% (ten percent) of the total value. All security money shall be refunded after expiry of the period of maintenance which shall be 12 (twelve) months normally, if not otherwise mentioned.

#### 7. Inspection and Testing:

- a. Before finalization of Tender: After opening of Techno-Commercial part of Tender, the Tendering authority on its discretion may send their representative for inspection of the factory premises at any day within working hrs. to ensure participating tenderer"s manufacturing capability and technical eligibility to combat with WBSEDCI"s requirement.
- b. After finalization of Tender: The material shall be subjected to tests as per relevant Indian Standards and as per our technical specification. If the Indian Standard has the provision of routine tests, each material/ equipment shall be subjected to those routine tests. In all cases, while offering, test reports indicating the test results should be submitted to the inspecting authority of the Company as will be indicated in the Purchase Order. However, WBSEDCL reserves the right to depute its Engineers for carrying out inspection and testing on the offered lot as per relevant Indian Standards and Technical Specification and also reserves the right to reject either raw materials or finished products found to be not complying with the requirement of the specifications and standards. The supplier shall give at least 15 days prior intimation about the readiness of the material at the works for testing and inspection. The supplier shall extend all facilities for such inspection and testing for which no extra shall be charged and the inspection report shall have to be signed jointly otherwise the offered lot(s) shall be treated as cancelled. WBSEDCL reserves the right to carry out in-house testing of the supplied materials at destination stores in presence of the authorized representative of the Manufacturer. In any case they do not be present, company shall test unilaterally and their result will be binding on them. In case the test results deviates from the inspection result carried out at the Manufacturers" Works (more than 2% tolerance as per IS wherever applicable) the company reserves the right to cancel the specific lot and in that event materials are to be replaced by the manufacturer free of cost including transportation from site to their works and back.

8. Dispatch & Delivery:

The supplier after receiving dispatch clearance from the respective Inspection Authority/Purchaser shall deliver the equipment/materials suitably packed to the Stores located in Kanyapur Divisional Store, Asansol Division as instructed. The materials are to be booked by Road only and the same should be suitably packed and fully insured against all risks and deliver the consignment as per dispatch instruction to be communicated in due course. Immediately after dispatch of materials/equipment by Road, the supplier shall notify the purchaser and consignee officer so that the consignment can be taken delivery at destination.

The date of receipt of offer for inspection of the materials/ equipment along with works test certificate will be treated as the date of delivery of that particular lot provided the materials pass in inspection and testing. Delay in offer beyond the delivery schedule to be incorporated in the order shall attract imposition of L.D. as per L.D. Clause.

The materials delivered to consignee stores will be subjected to re-inspection / re-testing in presence of authorized representative of suppliers for which due notice in advance will be furnished by competent authority. If any discrepancy/ dispute in quality arises in any sample selected from a lot, the supplier shall have to replace that specific lot at the Supplier's cost and WBSEDCL reserves the right to take any penal action whatsoever without any further reference.

9. Repeat Order:

With due consent of the supplier the WBSEDCL may place repeat order within a period of six (6) months from the date of completion of delivery as per the order to cover approximately 50% of the ordered quantity on successful performance of the contract and on the need of the WBSEDCL, on the basis of existing rates, terms and conditions. The repeat order may also be placed within one year from the date of issuance of original order subject to successful completion of delivery as per the order to the extent of at least 75% of the quantity ordered.

10. Defect Liability Period:

The term "Defect Liability Period" shall mean the period of 12 (twelve) months from the date of completion of the delivery. If any defect is found within the defect liability period, the contractor shall be liable to rectify / replace the material at their own cost and responsibility. Defects / rectification work so notified shall have to be attended and

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material at their own cost and responsibility. Defects / rectification work so notified shall have to be attended and completed satisfactorily within 15 (fifteen) days. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the Security money already retained from the contractor. After completion of Defect liability period, and on completion of satisfaction rectification of defect, if any reported within the defect liability period, and on receipt of the application from the contractor, controlling officer of the work shall recommend for refund of the Security money.

11. Cancellation / Termination of Order (if placed):

The time period for effecting complete supply and delivery of the above materials/equipment as indicated through the delivery schedule shall have to be treated as the essence of the contract. The Company reserves the right to repudiate the contract if the above period is not strictly adhered to. In the event of failure in effecting the desired supply and delivery of the above equipment/materials within due date, the above order may be cancelled on submission of necessary notice in this regard and fresh order may be placed on the next higher bidder or on any other bidder, as a result of which the extra cost thus liable to be incurred shall be realized from the original supplier"s pending bills which may be lying with the WBSEDCL

12. Quality Assurance Programme:

Immediately on receipt of this order you shall have to submit a "Quality Assurance Plan" indicating the specific quality control procedure and practices adopted in the major activities of production to ensure its standard.

Divisional Manager Asansol Division, WBSEDCL

#### Ref,. no. DM/ASL/E-tender/2023-24/08 /

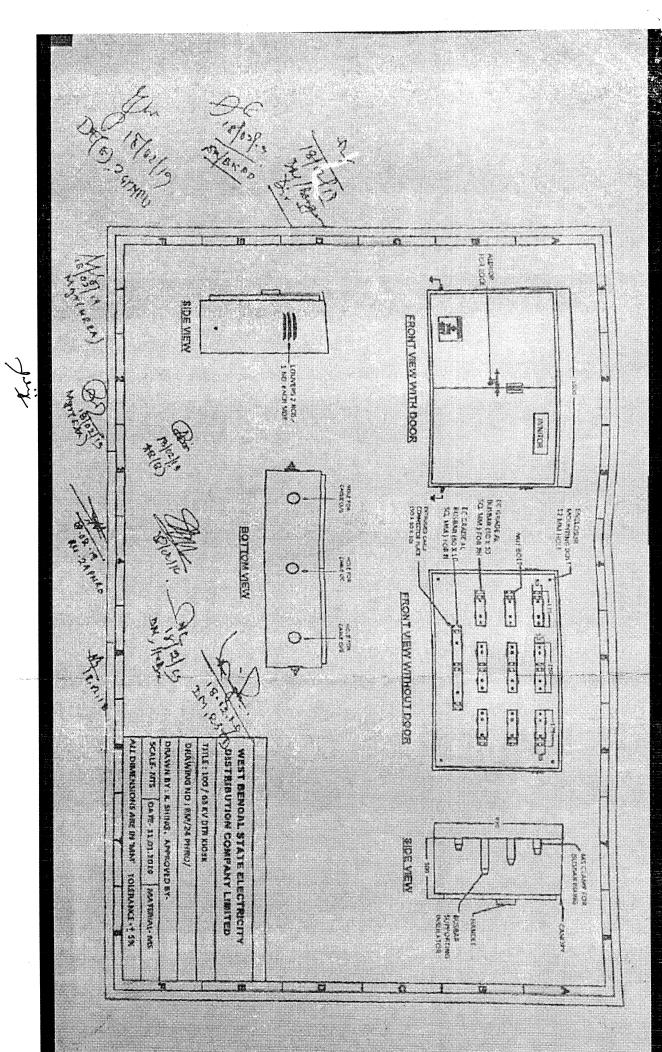
Dated-

Copy forwarded for information and necessary action please to:-

- 1. The Zonal Manager, Bardhaman Zone, WBSEDCL, Purba Bardhaman.
- 2. The Regional Manager, Paschim Bardhaman Region, WBSEDCL, Asansol.
- 3. The Manager (F&A), Asansol Division, WBSEDCL, Asansol.
- The Divisional Engineer(Tech), Asansol Division, WBSEDCL.
- The Jr. Engineer Grade-I (Store), Asansol Divisional .Store., WBSEDCL, Kanyapur, Asansol.
- 6. NOTICE BOARD.

Divisional Manager,

Asansol Division, WBSEDCL



#### **DETAILED SPECIFICATION**

#### **Enclosure Panel:**

- a) The box shall be suitable for outdoor installation. The box is expected to be mounted below the transformers and it shall be mounted on PCC poles.
- b) The roof should be given a slope of 2 o to 5 o to drain the rainwater easily and having the rain guard arrangement for prevention of rain water entering into the box.
- c) The current carrying parts should be properly connected using Brass bolts, nuts & washers. All other bolts, nuts and plain washers used for tightening purpose including connectors should be of M.S. hot dip galvanized. Bolts, nuts washers.
- d) The size of the Kiosk box suitable for 100 & 63 KVA DTR will be 1200 X 800 X 300 mm. However, the dimensions of the box is for reference only, internal clearance as per our requirement shall be strictly maintained. Overall dimensions of the box shall be such that the box will withstand.
- e) i) The danger sign as per IS: 2551 / 1982 of shall be printed manner on front cover of the box.
- ii) The test certificate from Government approved and NABL accredited Laboratory such as CPRI, NPL, NTH,ETDC, ERDA,CIPET,ERTL etc and for the same should be submitted, which shall not be more than three years old from the date of the tender.

#### Name Plate

- 1) Company's Name with full address
- >) Property of WBSEDCL
- () Date of supply of L.T. Dist. Box
- 7) Purchase Order Reference No.

#### NEUTRAL:

A solid neutral link of aluminum shall be provided for terminating neutral core of incoming and outgoing cables directly. The neutral shall be duly supported on insulating supports and aluminum lugs with washer and will be provided for connections. Cross sectional area of neutral link shall be same as that of main conductor capacity. Neutral bus bar shall withstand rated short time current for one sec as per IS 8623/93 with latest amendment.

#### IFARTH:

Minancips two earthing point should be provided in the Distribution box. All the metallic parts of accessories used should be connected with the earth point provided in the box. Those earthing point should be connected to the main earthing substation D.P of the structure.

#### ii) INCOMING CIRCUIT and OUTGOING CIRCUIT

The drawing attached is for reference, showing 2 Nos. outgoing circuits.

#### iii) GENERAL CONSTRUCTION REQUIREMENT OF FUSES :-

- (a) The design and dimension of the fuses shall be in accordance with the drawing attached with tender and relevant IS
- (b) PROPECTION: The Bus bar shall be mounted such a way that there cannot be any possibility of the live contact to touch with the and have minimum clearance with the body.

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(c) METAL PARTS: All nut bolts, closer arrangements shall be protected against corrosion by suitable method and shall be hot dip galvanized.

#### ACCEPTANCE TESTS OF LOT:

Following acceptance tests shall be carried out while inspecting lot of materials offered. The following tests shall be carried out on 1% (one percent) of the offered quantity on sample boxes selected randomly.

The minimum offered lot shall be 25% of quantity ordered. The fifth and onward visit of inspection of Lot shall be on chargeable bases and actual Rail/Road/Air fair as the case may be, shall be recovered for To & Fro journey from firm. Also the necessary accommodation to provide the engineer's visit for inspection.

The samples to be taken for tests shall be 1% (one percent) of the total quantity of the offered lot, selected randomly by the Inspector of WBSDCL. They should be subjected to acceptance tests mentioned as above. In case of brought out items like Busbar Fuse Units etc. the same have either tested at firm's works or at the works of original principle manufacturer at supplier's cost. In case the requisite testing facility is not available at firm's works or at original manufacturer works, Then the samples are to be getting tested at Government approved laboratory such as CPRI, NPL, ETDC, ERDA, ERTL etc. approved laboratories at party's cost.

to case of inspection/testing of loose Busbar Fuse units is carried out at the manufacturer's works for acceptance tests.

the (one percent of the total offered quantity). From the fot offered minimum 3 pieces shall be taken for type test. The cost of which shall be borne by the bidder. If the facilities not available the same shall be carried out at ERDA,NTH,CIPET,CPRI, ERTL, ETDC, NPL etc of any Govt, approved lab or NABL accredited lab, at the cost of bidder. In case the sample does not confirm any of the test the whole lot shall be rejected and the firm will have to offered the fresh lot, this is applicable to the equipments/materials offered for inspection.

#### **GUARANTEE**

The tenderer quoting other brand / make of composite stud / Porcelain fuse units or any part provided in the LT Dist. Box and complete LTDB /equipment supplied shall be guaranteed for a for a period of 36 months from the date of dispatch and or 24 months from the date of commissioning whichever is earlier. The Stores / materials as above found defective or not meeting requirement of specifications within above guarantee period shall be replaced / repaired duly tested by the supplier free of cost within one month of receipt of intimation.

#### DEVIATION FROM SPECIFICATION

No deviation from specification shall be permitted. The offers with deviations shall be rejected.

#### **FACTORY INSPECTION:**

fractory inspection Shall be carried out with respect to testing and manufacturing facilities Factory inspection of works of manufacturer will be carried out by the WBSEDCL'S officer for technical evaluation of their offer whenever desired. However inspection offer should register before final painting of the boxes.

Local transportation & staying arrangements will have to be borne by the party, if it is needed.

#### ACCEPTANCE TESTS

(a) Visual Examination:

The L.T. Dist. Box will be inspected visually externally and internally, fittings of all the components in accordance with WBSEDCL Specification, drawings and relevant IS.

(b) Verification of dimensions:

Verification of dimensions, external/internal clearances, will be carried out as per technical specifications and approved drawing.

(c) Verification of fittings:

Components like Porcelain Fuse Units, composite stud fuse, neutral links and other fittings will be verified as per technical specification and approved drawings.

(d) High Volatage Withstand Test at 2.5 KV:

The Voltage of A.C. 2.5 KV RMS, 50 Hz. Shall be applied for one minute as follows:

For Porcelain Fuse Units and composite stud fuse units

With all the Contacts closed.

Between each pole and all other poles.

Between all live parts of the poles connected together and earth

(e) Insulation Resistance Test:

The IR Value shall be measured with meager of 1000 Volt DC Voltage between terminals as mention in the high voltage test. The IR Value shall not be less than 50 Meg. Ohm.

(f) Earth Continuity Checking Test:

Earth continuity shall be checked by megger between two earthing terminals brought out on either side of Dist. Box

This test will be conducted in accordance with relevant IS and as per WBSEDCL's specification at specified (g) Temperature Rise test: current of Dist. Box by keeping the doors closed.

- 1 Incoming and outgoing terminal 80o C
- of Disconnector on incoming circuits.
- E. Body of Dist. Box 250 C
- 3. Body of Disconnector 350 C
- 4. Disconnector's operating Knob(handle)