West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)
OFFICE OF THE DIVISIONAL MANAGER
BIDHANNAGAR- I DIVISION
DP-8, Sector-V, Salt Lake, Kolkata-700091
Telephone No: 033 2367-0030/0033, Mobile: 8900798160, E-Mail: dm.bidhannagar1@wbsedcl.in

NOTICE INVITING E-TENDER

NIT No: BNDD-I/E-tender/2024-2025/524 **Date: 02.07.2024**

The Divisional Manager, Bidhannagar-I Division Office, WBSEDCL, invites e-Tenders (on Item Rate Template) for the work detailed below :- (Submission of Bid through online)

Name of Work	Tendered Amount (Rs)	Price of Tender Document Rs.	Earnest Money Deposit (EMD) Rs.	Period of Delivery / Completion	Name & Address of the Concerned Office
Supply & Delivery of **30 no's Standard LT Service Junction Boxes** under Bidhannagar-I Division (as per attached Specification & Drawing)	Rs. 4,74,000.00 (Rupees 4 Lacs Seventy Four Thousand only)	NIL	Rs. 11850/- (Rupees Eleven Thousand Eight Hundred Fifty only)	**30 (Thirty) days** N.B. :-The tendered items have to be delivered by the supplier at Bidhannagar-I Divisional Store in two phase after successful sample inspection. **In Phase-I**, 50% of the tendered quantity should be delivered within 15 days of issuance of Dispatch Instruction and **in Phase-II**, rest of 50% of tendered items should be delivered in between 16-30 days of issuance of Dispatch Instruction	Bidhannagar-I Division, WBSEDCL, DP-8, Sector-V, Salt Lake, Kolkata-700091

1. Intending bidder should download the tender documents from the website http://www.wbtenders.gov.in directly with the help of Digital Signature Certificate. The participating bidders need not to pay any tender fees. The Earnest Money Deposit (EMD) as tabulated above need to be paid by online mode only through e-Tender portal (https://wbtenders.gov.in).

2. Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed by the bidder through the website https: //wbtenders.gov.in. (Details of which has been narrated in 'Instruction to Bidders'). Technical Document and Financial Bid should be submitted online on or before as per the 'Date & Time Schedule' stated in Sl. No.-09.

3. Eligibility criteria for participation intender:

i) Bonafide, experienced & resourceful suppliers of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. and who have successfully supplied tendered items to WBSEDCL / other Power Utilities / other Govt. Departments in earlier occasions having value not less than 50% (fifty percent) of the quoted amount in a single contract during last 3 (three) years.

ii) All categories of prospective Bidders shall have to furnish **the self-attested copy** of the following documents:

a) GST registration certificate
b) PAN Card.
c) I.T Return for last three assessment years **(2021-22, 2022-23, 2023-24)**
d) Professional tax deposit Certificate / challan for last month

iii) Neither prospective bidder nor any of the constituent partners had been be barred 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]

iv) 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]

v) The intending bidders are required to quote the rate online.

4. The **FINANCIAL OFFER** of the prospective bidder will be considered only if the **TECHNICAL BID** of the Bidder is found qualified by the WBSEDCL. The decision of the WBSEDCL will be final and absolute in this respect. The list of Qualified/ Responsive and Disqualified/ Non-responsive Bidders of Technical Bid will be displayed in the website.

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

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

7. Earnest Money: The amount of **Earnest money is to be calculated @ 2.5% of the estimated amount i.e. Rs. 11850/- (Rupees Eleven Thousand Eight Hundred Fifty only)** is required to be paid by online mode only through e-Tender portal (https://wbtenders.gov.in). For unsuccessful bidders, the Earnest Money as submitted against the tender shall be refunded automatically, through an automated process, by NIC portal after completion of tendering process. For successful bidders, the Earnest Money as submitted against the tender shall be refunded by WBSEDCL on following the due procedures.

8. Security Deposit: 10% of the total order value will be kept withheld as Security Deposit till expiry of the warranty period of one year. In respect of successful bidder, against whom the order will be placed, the earnest money as deposited with the tender, shall be converted as a part of Security Deposit and the balance Security Deposit amount will be recovered from the submitted bill.

9. Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	**10.07.2024 at 11.00 hrs**
2	Documents sell / download start date (online).	**10.07.2024 at 11.00 hrs**
3	Pre Bid meeting	**11.07.2024 at 11.00 hrs**
4	Bid Submission upload start date (online)	**11.07.2024 at 12.00 hrs**
5	Documents sell / download end date (online).	**23.07.2024 at 16.00 hrs**
6	Bid Submission upload end date (online)	**23.07.2024 at 16.00 hrs**
7	Last Date of submission of Earnest Money Deposit (Online)	**23.07.2024 at 16.00 hrs**
8	Date for opening of Technical bid (online) for the Bidders	**26.07.2024 at 14:00 hrs**
9	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	**To be intimated later.**
10	Date for opening of Financial Bid (online).	**To be intimated later.**

10. Specification of Work:
The work should confirm to WBSEDCL's general conditions of contract and satisfying relevant provisions of I.E. Rules.

11. Penalty for delay in Completion:
11.1 If the supplier fails to deliver the material successfully within the time specified in the formal PO or any extension thereof, the company shall recover from the contractor as liquidated damages as sum of half percent (0.5%)of the contract value of works for each calendar week of delay or part thereof of delay subjected to Force Majeure.

11.2 The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work. An extension of time without imposition of liquidated damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted by the contractor who has to establish that the extension of time required by him was not due to his fault.

12. 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.

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

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

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

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

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

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

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

20. Work Order & Payment of work will be depended on availability of fund. **The Divisional Manager, Bidhannagar-I Division, WBSEDCL shall act as Controlling Officer, the Store-in-Charge, Bidhannagar-I Division, WBSEDCL shall act as Consignee Officer and the Manager (F&A), Bidhannagar-I Division, WBSEDCL shall act as Bill Checking/Passing Authority AND Paying Authority.**

21. The intending Bidder(s) required to quote the rate (on Item Rate Template) and put to tender online considering that no escalation and / or price adjustment will be allowed by the department under any circumstances.

Divisional Manager
Bidhannagar-I Division
WBSEDCL

INSTRUCTION TO BIDDERS:-

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

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

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

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

5. 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).

6. Technical proposal:
The Technical proposal should contain scanned copies of the following in two covers (folders).

6.1.1 Statutory Cover file Containing:

a) Scanned copy acknowledgement in regard to payment of Earnest Money Deposit through online mode

6.1.2 Non Statutory / Technical Document Cover file Containing:

- **i.** GST registration certificate
- **ii.** PAN Card
- **iii.** I.T Return for last three assessment years **(2021-22, 2022-23, 2023-24)**
- **iv.** Professional tax deposit certificate / challan for last months

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.

- **Opening of Technical proposal:** Technical proposals will be opened by the Divisional Manager, Bidhannagar-I Division, WBSEDCL, DP-8, Sector-V, Salt Lake City, Kolkata-700091 and his authorized representative electronically from the web site stated using their Digital Signature Certificate(DSC).

a) Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non- Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.

b) Summary list of technically qualified bidders will be uploaded online.
c) Pursuant to scrutiny & decision of the Department, the list of eligible bidders will be uploaded in the web portal.

Sl. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	a) PAN Card. b) I.T Return for last three assessment years **(2021-22, 2022-23, 2023-24)** c) GST registration certificate d) Professional tax deposit certificate / challan for last month
02.	Company Detail(s)	Company Detail	Trade License in respect of the prospective Bidder, Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License) Ltd Company (Incorporation certificate, Trade License)
03.	Credentials	Credential	a) Successfully supplied tendered items to WBSEDCL / other Power Utilities / other Govt. Departments in earlier occasions having value not less than 50% (fifty percent) of the quoted amount in a single contract during last 3 (three) years. b) Documents of Credential (in the form of work completion certificates/payment certificates) of executing delivery of same nature of item.
04.	Financial Information	Financial Information	Copy of I.T Return for last 3 assessment years **(2021-22, 2022-23, 2023-24)**
05.	Earnest Money	Earnest Money	To be paid through Online.

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

8. 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) Nonattendance 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.

9. 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

10. 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 may result into forfeiture of EMD.

11. BID OPENING:
a) 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.
b) Techno-commercial bids shall be opened only for those bidders whose EMD has been found in order.

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 to such instruction may lead to rejection of bid.

12. 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

13. BID PRICES:
Quoted price should be excluding of GST. Necessary GST will be paid extra as applicable

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

15. EVALUATION AND COMPARISON OF BIDS:
On examination of document submitted under different covers WBSEDCL will evaluate and compare the bid,

16. TAXES, DUTIES AND OTHERLEVIES:
a. The contractor shall be solely responsible for the taxes that may be levied on the contractor's persons or on earnings of any office employee and shall hold the purchaser indemnified and harmless against any claims that may be made against the purchaser. The purchaser does not take any responsibility 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 the purchaser.

b. 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 the owner.

17. SCOPE OF WORK:

The contract comprises of supply & delivery of tendered items as per schedule to the Bidhannagar Division-I Store located at Abhikshan premises, Sector-5, salt lake, Kolkata-700091.

18. 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

19. 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.

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

20.1 **"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

20.2 **"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.

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

20.4 WBSEDCL 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.

21. CORRECTNESS AND SUFFICIENCY OF RATES QUOTED (on Item Rate) IN THE TENDER :
The Bidder shall be deemedtohavesatisfiedhimselfbeforetenderingastothecorrectnessandsufficiencyofhistenderforworkand the rates and prices stated in the schedule of works. The rates and price quoted shall cover all obligation of the bidder under the contract and all materials, labour etc. necessary for proper completion and maintenance of the work.

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

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

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

25. AMENDMENT OF BIDDING DOCUMENTS:
a. At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing amendments. Any such amendment shall be part of the bidding document.
b. Such amendment(s) will be published on the same website mentioned above. Owner will bear no responsibility or liability arising out of non- pursuance of the same in time or otherwise by the bidder. In order to afford prospective bidders reasonable time in which to take the amendment in to account in preparing their bids, the owner may, at its discretion, extend the deadline for submission of bids. Such amendments, clarification etc. shall be binding on bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bids.

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TERMS & GENERAL CONDITIONS OF CONTRACT:-

1. Any supplier 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 supplier is to click on the link for e-Tendering site as given in the web portal.

2. The intending bidder(s) required to quote item wise in the BOQ.
   a. The quoted price should be firm for entire delivery period. 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. The rate should be quoted inclusive of delivery charges but excluding GST.
   b. The GST rate should be mentioned separately in the specific format enclosed as Annexure-III with the NIT alongwith HSN / SAC Code of the items in the same format properly. The GST rate and HSN / SAC Code once mentioned should be treated as final and no alteration of GST rate and HSN / SAC Code should be allowed after opening of bid document. If the bidder fails to submit proper GST rate through Annexure-III, GST amount of BOQ & HSN / SAC Code in that appropriate format candidature / bid document of the bidder should be treated /entertained as cancelled.

3. WBSEDCL, 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 suppliers, 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. Earnest Money as per NIT should be paid via online only through the E-Tender portal (https://wbtenders.gov.in).

7. **Security Deposit:**
   10% of the total order value will be kept withheld as Security Deposit till expiry of the warranty period of one year. In respect of successful bidder, against whom the order will be placed, the earnest money as deposited with the tender, shall be converted as a part of Security Deposit and the balance Security Deposit amount will be recovered from the submitted bill.

8. **Defect Liability Period:**
   The term 'Defect Liability Period' shall mean the period of 12 (twelve) months from the date of supply of the materials. If any defect is found within the defect liability period, the supplier 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 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 supplier. 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 supplier, controlling officer of the work shall recommend for refund of the Security money.

9. **Definition of terms:**
   In writing these General Conditions of Contract, Specification and Bill of Quantity / Bidding Schedule (Schedule of work), the following words shall have normally the meanings here-in-after indicated unless there is something in the subject matter of content inconsistent with such construction.
   - The *Company / Purchaser / Owner / Department* shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), having its office at Bidhannagar-I Divisional Office, WBSEDCL, DP-8, Sector-V, Salt Lake City, Kolkata-700091.
   - The *Engineer-in-Charge / Controlling Officer* shall mean the Engineer deployed by the company for the purpose of this contract.
   - *Company's representative* shall mean any person or persons of WBSEDCL appointed by the Company and shall include the supplier's executor's administrators, successor and permitted assignees.

- The *Supplier* shall mean the Bidder who will be awarded with the contract by the Company and shall include the supplier's executor's administrators, successor and permitted assignees.
- The work *Site* shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.
- The terms *Services* shall mean all works to be undertaken by the Supplier as laid down under the head 'Scope of Work' or elsewhere in the specification enclosed. When the words '*approved*', '*subject to approval*', '*asdirected*', '*accepted*', '*permitted*' etc. are used, the approval, judgment, direction etc. are understood to be a function of company.
- *Writing* shall indicate any manuscript, type written, printed or other statement reproduced in any visible form.
- *Date of Contract*s shall mean the date on which the notification of award of contact / letter of award / telex award has been issued.
- *Zero Date* will be reckoned from the date of receipt of acknowledgement letter.

10. Scope of work:

The contract comprises of supply & delivery of tendered items to the Bidhannagar-I Division Store located at Abhikshan premises, Sector-5, Salt Lake, Kolkata-700091.

11. General Requirement:

11.1. **Cost of Bidding:** The Supplier 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.

11.2. **Correctness and sufficiency of rates quoted in the tender:** The supplier shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and the rates and prices quoted in the BOQ. The rates and prices quoted shall cover all obligation of the tenderer under the contract and all materials and things necessary for the proper completion and maintenance of the works.

11.3. Supplier shall execute, complete and maintain the supply works as per direction of the **Controlling Officer / Engineer-in-Charge** of the works or his representatives.

11.4. **Supplier to submit program:** The supplier shall intimate the controlling officer for sample inspection within 7(seven) days from the date of issue of Letter of Intent/ Purchase order.

12. Variation, Omission, Addition & Alteration:

The Supplier shall not modify the work except under direction in writing by the Company. The quantities provided in the Schedule of work are provisional only, which may vary up to any extent or may be deleted altogether. The quoted rate of each item shall remain firm till completion of contract. The company reserves the right to alter, amend and omit or otherwise vary the quantities as may be necessary but such variation will be limited to ± 25% (plus or minus twenty five percent) of the contract price. Payment shall be made as per actual supply.

13. Repeat Order: The Company may procure the material by placing repeat order maximum up to limit of 50% of the value of the original order on successful performance of the contract at the existing rates, Terms and condition.

14. Delivery Clause:-:

The tendered items will be delivered by the supplier at Bidhannagar-I Divisional Store, phase wise on receiving Dispatch Instruction / Verbal Intimation from the Controlling Officer after successful inspection of the sample at factory site. The delivery should be made as per following schedule:-

Phase-I (in between 1-15 Days of successful sample inspection):-

1. Supply of Standard L.T. Service Junction Boxes = **15 No's**

Phase-II (in between 16-30 Days of successful sample inspection):-

1. Supply of Standard L.T. Service Junction Boxes = **15 No's**

15. Terms of Payment:

Payment on submission of bill after completion of delivery, as per delivery schedule, would be made. 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, Bidhannagar-I Division, WBSEDCL for payment by the Manager (F&A), Bidhannagar-I Division in due course.

16. Completion of Contract:

All work under the contract must be completed by period of completion mentioned in NIT while portions of work as per program settled in consultation with the controlling officer shall be completed by the date stipulated in the said program. It is to be noted that time is the essence of the contract and any default on the part of the supplier to complete the work within the stipulated date/dates aforesaid or within the time as may be extended in writing by the Controlling Officer subject to payment of liquidated damages, the WBSEDCL shall have the right, without prejudice to any other clauses, to terminate contract forthwith and to take possession of the balance work/materials and have the same allotted to any other agency and the supplier shall be liable to compensate the loss that may be occasioned to the WBSEDCL on that account. Any letter in writing by the Controlling Officer shall be treated as conclusive on behalf of the WBSEDCL.

17. Extension of Time:

An extension of time without imposition of liquidity damage, may be granted for delay in supply of tendered items provided there is no fault whatsoever on the part of the supplier. Such extension may only be granted on the basis of application to be submitted by the supplier who has to establish that the extension of time required by him is not due to his fault.

18. Liquidated Damage:

If the Supplier shall fail to complete the works within the time prescribed herein or extended time for completion, then the Supplier shall pay to the WBSEDCL a sum amounting to ½% (half percent) of the value of works as liquidated damages of such default for every week or part of a week which shall-elapse between the time prescribed or extended time as the case may be and the date of completion of the works subject to a maximum of 2.5% of the total contract price.

19. Company's Right to Terminate the Contract:

19.1. If the supplier fails to supply the material within a month from the date of issue of Letter of Intent/ Purchase Order, the WBSEDCL shall have the right to cancel the Letter of Intent / PurchaseOrder with forfeiture of earnest money (Converted into initial security) without giving any notice to the supplier.

19.2. If the supplier neglects or fails to supply the material proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time for completion or within the extended time approved by the WBSEDCL, the WBSEDCL shall have right to terminate the Work Order/ Letter of Intent after giving notice in writing to the supplier. If the supplier fails, after 7 (seven) days of such notice, to proceed with the work in the matter notified, the WBSEDCL shall terminate the contract. In that case the WBSEDCL shall engage other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and security money. In the contract terminated as above, the supplier shall have no claim for compensation against the WBSEDCL for any loss or deterioration of any materials that he may have collected or engaged or entered into an account of the work.

20. Materials:

All the tendered items will be supplied by the bidder to Bidhannagar-I Divisional Store. The WBSEDCL will have right to test any material(s) at any moment, if found necessary. In that case the supplier will be liable to take appropriate actions, which include the cost of testing and other incidentals. Authenticated document for confirmation of quality of material, purchased by the supplier, shall have to be submitted on demand by the Engineer-in-charge.

21. Force Majeure:

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

The department shall not be responsible or liable to pay any compensation for any interruption in 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 department shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work.

22. Sub-letting of Contract:

The Supplier shall not, without the written consent of the Company, assign or sublet his contract or any part thereof, other than of raw materials, or for any part of the work provided that any such consent shall not relieve the supplier from any obligation, duty or responsibility of the contract. In the event of sub-letting of contract or any part thereof is permitted, the

fact that such permission has been accorded shall not establish any contractual relationship between the approved Sub-vendor and WBSEDCL of any of his liabilities and obligations under the contract.

23. Engineer's Decision:

Controlling Officer's decision is final in all respect of all matters which are left to the decision of the Controlling Officer including the granting of with-holding or certificates. If in the opinion of Supplier, a decision made by Controlling Officer is not in accordance with the meaning and intent of the contract, the Supplier may file with the Controlling Officer within 7 (seven) days after receipt of the decision. Failure to file an objection within the allotted time will be considered as acceptance of the Controlling Officer's decision and the decision shall become final and binding.

24. Completion in delivery of supplied items :

Completion of work means completion in totality of supply of materials and acceptance / takeover of the same by the company. Partial or phase wise completion will have no bearing towards consideration of guarantee / defect liability period.

25. Settlement of Disputes:

All disputes concerning question of act arising under the contract shall be decided by the Owner / Company on receipt of written appeal by the Supplier. Any dispute or differences arising out in connection with this contract shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subjected to settlement under the jurisdiction of Calcutta High Court.

26. Miscellaneous:

26.1. During the supply of the materials, if any, problem arises which is not covered by the specifications, the supplier shall seek necessary clarification and instruction from WBSEDCL. Such instruction shall be binding on the supplier and shall be observed in full.

26.2. The Supplier shall make his own arrangement for the labor, equipment, tools and tackles and construction materials, construction water, office / labor accommodation, water supply, sanitation.

26.3. The Supplier shall strictly follow the construction safety rules, regulations and instructions issued from time to time. In absence of any particular reference the Supplier shall refer to the Indian Standard and also the State Government rules and regulations.

27. Accident Risk:

The contractor shall be wholly responsible for any accident sustained by any worker during execution of the job under him or any civilian whether connected or not with the execution of the work. WBSEDCL in no way will be held responsible in connection with any accident if occurs during execution of the work and till such time the completed installation is taken over by the Company.

28. Forfeiture of Earnest Money:

Earnest money shall be forfeited in case of following:

a) If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.

b) If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.

c) In the case of successful bidder, if the bidderfails to accept LOI/Order conditionally and sign contract.

Divisional Manager
Bidhannagar-I Division
WBSEDCL

ANNEXURE –I

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

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER (For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I, _____, Partner/Legal Attorney/Accredited representative of M/s_____, solemnly declare that:

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

Signature of the Tenderer

Dated _____

ANNEXURE-II

Format of Letter of Bid

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

To.
The Tender Committee

Sub : Letter of Bid for the work

_____

_____

_____

Ref: 1. NIT No: _____dated_____

2. Tender ID No: _____

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the EMD being submitted by us has been furnished on-line. This Bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us.

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

Signature of the Tenderer

Dated: _____

ANNEXURE-III

Memo No: BNDD1 /E-TENDER/ 2023-24/458 Dated: 22.06.2023

FORMAT FOR FURNISHING GST RATE AND HSN/SAC CODE FOR THE BIDDING ITEM:-

Sl. No	Description of Articles	HSN/SAC Code against item	GST Rate against item (%)
1.	LT Service Junction Box		

Signature of the Tenderer

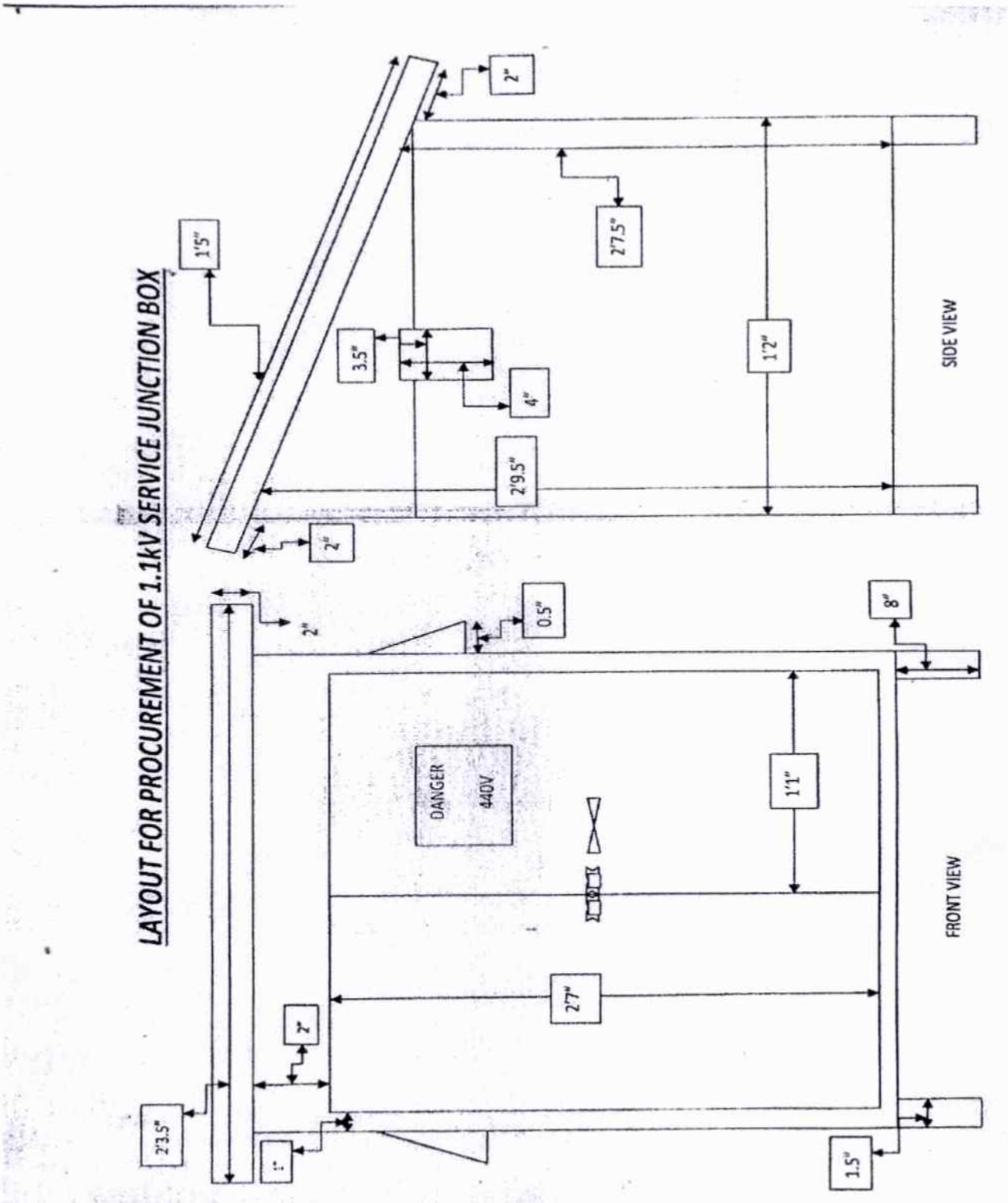
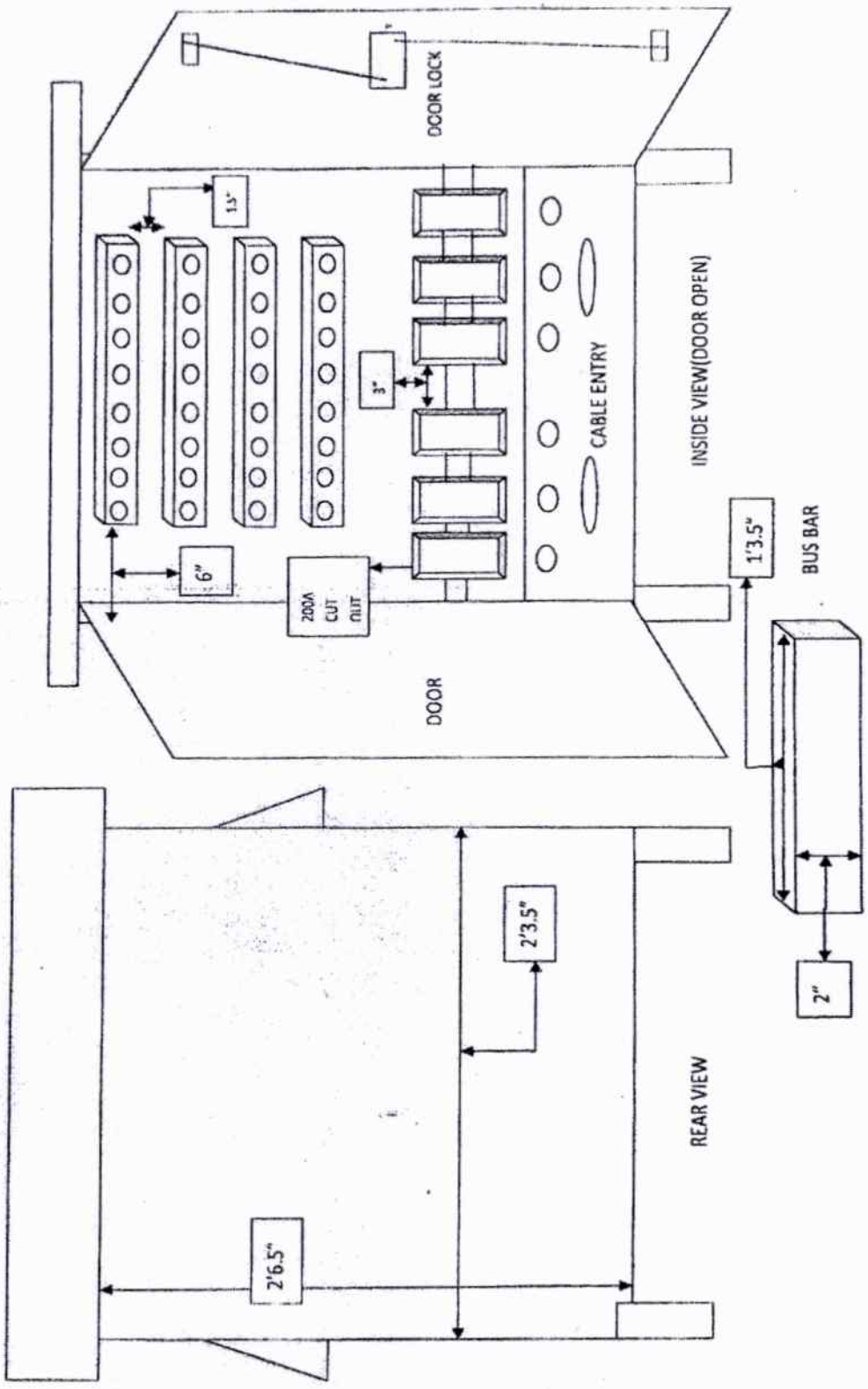
Dated.....

Technical Specification of LT Service Junction Box

Sl. No.	Description	Specification
1.	Material	CRC Sheet
2.	Material Grade	12 SWG
3.	Thickness of the CRC Sheet (minimum)	2.5 mm
4.	Dimension of the box (H x W x D) (minimum)	1105mm X 700mm X 356mm
5.	Bus-Bars	
	a) Bus-Bar Material	E.C. grade Aluminum
	b) Aluminum Flat Phase Bus-Bar Size & Quantity	400mm X 51mm X 6mm (3 no's)
	c) Neutral Bus-Bar (minimum)	400mm X 51mm X 6mm (1 no)
6.	Bus-Bar Mounting Arrangement	Epoxy Insulator fixed on CRC Sheet
7.	Fuse Mounting Arrangement	On CRC Flat/Fuse rail
8.	Incoming & Outgoing Circuit Arrangement	6 no's 200 AMP Porcelain cut-out as per enclosed drawing and the porcelain cut-outs should conform to the standard technical specification of WBSEDCL
9.	Cable Entry & Exit arrangement	
	a) Incoming & Outgoing	95mm/120mm/50mm dia Rubber made Cable Gland at bottom
10.	Gland Plate (minimum)	3.2mm thick Gland Plate
11.	Door Opening Arrangement	Single handle, one side opening arrangement is to be provided
12.	Locking arrangements	Internal locking arrangement with Master Key suitable for locking & unlocking of all the SJB. Master Key should not be a plain Allan Key but should be specially designed for proper safety & security of internal electrical installations.
13.	Colour of Box	Smoke Grey
14.	Rated Voltage between phases	440 Volts
15.	Total no's of incoming and outgoing Circuits	8
16.	Spacing between the Bus-Bars	As per drawing on a separate sheet enclosed along with this specification
17.	Others arrangement	Arrangement of air pockets is to be provided as per enclosed drawing

Divisional Manager
Bidhannagar-I Division
WBSEDCL

Drawing of LT Service Junction Box



LAYOUT DIAGRAM OF 1.1kV SERVICE JUNCTION BOX