

West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

Registered Office:
Vidyut Bhavan, Block – DJ
Sector-II, Bidhannagar
Kolkata-700091
CIN – U40109WB2007SGC113473



Division Office: Buniadpur Division
Power House Campus, Buniadpur,
Dist-Dakshin Dinajpur,
Pin- 733121.
E Mail- dm.buniadpur@wbasedcl.in

NOTICE INVITING e-TENDER

NIT No.: DM/BNDP/e-Tender/26-27/ 73

Date: 14.08.2026

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

Sl.No	Name of the work	Estimated Tendered Amount (Rs.)	Completion Time	Earnest Money Deposit (EMD) 2% of the Estimated Tender Amount (Rs.)
1	Laying of 33 kV line of route length 0.120 km UG by micro tunneling at railway & NH crossing for proposed 33 kV line for Gandharbapur 33/11 kV sub-station under Buniadpur Division.	₹ 5,49,824.00 /-	30 (Thirty) days from date of issue of LOA	₹ 13,800.00/- (Rupees Thirteen thousand and Eight hundred only)

Schedule of work is as follows:-

Sl. No	Description of Works	Qty.	Unit
1	Survey of HT cable route	120	MTR
2	Excavation of soil for making trial hole (1.1x0.5x1.2m)	5.28	CUM
3	Micro-tunneling work with laying of HDPE pipe for laying of U.G. cable including supply of HDPE pipe as per is: 4984-2016, 200mm dia. HDPE pipe of pe-80, pn-6	240	MTR
4	Laying & dressing of cable 33 KV XLPE 3 x 400 sq. Mm with looping and riser	360	MTR
5	Supply & fixing/ laying of G.I pipe (medium) as per I.S.I of the following sizes suitable for cable protection as per instruction of site engineer, G.I pipe 200 mm dia. (medium) TATA/Jindal/ Equivalent	24	MTR
6	Supply & fixing outdoor termination jointing kit for 3C*400 sqmm 33 KV XLPE cable	8	NOS
7	Supply of klin-burnt 1st class bricks having proper size & shape suitable for cable protective cover	1500	NOS
8	Supply & erection of cast iron cable marker on concrete foundation blocks as per drawing no. Pln(d)/ss/128	4	NOS
9	Fixing of 33 KV LA with supply of base plate (@15% of Material price)	4	SET
10	Pipe earthing of 33 KV LA	4	NOS

1. In the event of e-filling, intending bidder may download the tender documents from the website <http://www.wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary Earnest Money Deposit (E.M.D.) should be remitted separately through online mode and the same should be documented and scanned copy of the aforesaid documents is to be uploaded through said website as per schedule stated in Sl. No. 1. (Details of which has been narrated in the 'Instruction to the Bidders'). E.M.D. collected via online mode will be settled automatically from e-tendering portal maintained by the National Informatics Centre (NIC) wherein E.M.D. for rejected or unsuccessful bids shall be refunded in the bank account of participating bidders directly from NIC Portal. However, for successful bidder the Earnest Money will be converted into Security Deposit.
2. Both Technical Bid and Financial Bid are to be submitted concurrently under sealed cover duly digitally signed in the website <http://www.wbtenders.gov.in>. (Details of which has been narrated in the 'Instruction to the Bidders') as per Schedule stated in Sl. No. 2.
3. Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per date and time schedule stated below.
4. The Financial Offer of the prospective bidder will be considered only if the Technical Bid of the bidder is found qualified by the department. The decision of the department will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.
5. Eligibility Criteria for participation in the tender: -

West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

Registered Office:
Vidyut Bhavan, Block – DJ
Sector-II, Bidhannagar
Kolkata-700091
CIN – U40109WB2007SGC113473



Division Office: Buniadpur Division
Power House Campus, Buniadpur,
Dist-Dakshin Dinajpur,
Pin- 733121.
E Mail– dm.buniadpur@wbasedcl.in

Technical Requirement: -

All categories of intending bidders who have satisfactorily completed: -

- Three similar works costing not less than the amount equal to 40.00 % (Forty Percent) of the estimated cost in separate three contracts/ Two similar works costing not less than the amount equal to 50.00 % (Fifty Percent) of the estimated cost in separate two contracts/ One similar work costing not less than the amount equal to 80.00 % (Eighty Percent) of the estimated cost in single contract under the authority of State/Central Government, State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government after 13th July, '2019.
- Completion Certificate indicating Ordered Amount, Value of work done, Date of completion of the work and detail communicational address along with contact number of the Client should be submitted by the Bidder. Completion Certificate from the concerned Executive Engineer/District Engineer/Divisional Engineer or equivalent rank and above will be treated as valid credential.

Commercial Requirement: -

- Average annual turnover during last 03 (Three) financial years, ending 31st March of the financial year 2025-26 (i.e., 2025-26, 2024-25 and 2023-24) shall not be less than 30% of the estimated cost.
- Annual Audited Financial Report for last 03 (Three) financial years (i.e., 2025-26, 2024-25 and 2023-24) to be submitted for verification in respect of bidders for whom audit of accounts is mandatory. For those whose audit of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA and Form 3CB) for last 05 (Five) financial years (i.e., 2025-26, 2024-25, 2023-24, 2022-23 and 2021-22).
- In case documents certifying credit facility from a Scheduled Bank is submitted, the requirement given in Clause No. (c) Shall be judged by adding available credit facility and working capital taken together.
- Necessary documentary evidence as detailed herein above shall have to be uploaded by the bidder to ascertain the commercial eligibility criteria.

Other Statutory requirement: -

- All the categories of the prospective Bidder(s) shall have to submit the valid copies of the up-to-date **Professional Tax enrollment certificate, E.P.F. Registration number, with the return/ challan for the month of the June, '2026 or the latest, Good(s) and Service(s) Tax Registration no., with the return/ challan for the month of the June, '2026 or the latest, E.S.I. Registration no. (for the execution of the work(s) in the E.S.I. coverage area), with the return/challan for the month of the June, '2026 or the latest, P.A.N. Card and Income Tax Return for the last 03 (Three) Financial Year(s) (i.e., 2025-26, 2024-25 and 2023-24), Valid Electrical Contractor's License issued by the Licensing Board, Government of West Bengal/India under the Act with the valid Electrical Supervisor's Certificate of Competency (S.C.C.) issued by the Licensing Board, Government of West Bengal/India (current engagement of the Electrical Supervisor at the prospective bidder's firm needs to be established), Trade License in respect of the prospective Bidder(s).**
 - for the Co-operative Society (Society Registration copy, Trade License).
 - for the Proprietorship Firm (Trade License).
 - for the Partnership Firm (Partnership Deed, Trade License).
 - for the Ltd. Company (Incorporation certificate, Trade License).

N.B.: - Any type of the Temporary Agreement/Joint Venture(s)/Consortium/M.O.U./Any other arrangement to constitute an Entity having no statutory Registration Certificate(s) (Non-Permanent Establishment) beyond the above-mentioned entities (as mentioned in a) for the purpose of the applying as the prospective bidder(s) will not be considered as the valid document(s).

1. Performance as prime contractor for execution of similar nature of works for last seven years and details of works in hand.
 2. Information regarding any past and current litigation with WBSEDCL/WBSETCL/Govt/PSU in which the bidder is involved, the party's concerned and disputed amount.
 - c. No conditional/ Incomplete Tender will be accepted under any circumstances.
6. Running payment for the work may be made to the executing agency as per availability of fund. The executing agency may not get a running payment unless the gross amount of the running bill is 50 (Fifty) lakhs or 20% of the tendered amount whichever is less. Provisions in Clause(s) 7, 8 & 9 contained in W.B. Form No. 2911 (ii) so far as they relate to quantum and frequently of payment is to be treated as superseded.
 7. **No mobilization advance and secured advance will be allowed.**
 8. Constructional Labour Welfare Cess @ 1% (One percent) of cost of construction will be deducted from every bill of the selected agency, which is included in the rate of items provided in the P.W.D Schedule of Rates.
 9. **Bid shall remain valid for a period not less than 180 (One Hundred and Eighty) days from the date of opening of financial**

West Bengal State Electricity Distribution Company Limited

Registered Office:

Vidyut Bhavan, Block – DJ

Sector-II, Bidhannagar

Kolkata-700091

CIN – U40109WB2007SGC113473

(A Government of West Bengal Enterprise)



Division Office: Buniadpur Division

Power House Campus, Buniadpur,

Dist-Dakshin Dinajpur,

Pin- 733121.

E Mail– dm.buniadpur@wbasedcl.in

bid. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited without assigning any reason thereof.

- (i) Additional Performance Security, equal to 10%, of the ordered value, in the form, of a Bank Guarantee, from any scheduled Bank, in India, for the bid, of the item(s), having the variation, of -20%, to -50%, of the estimated rate, should be furnished, in the prescribed format, (Annexure – VII), within a period, of 30 (Thirty) Day(s), from the date, of the issuance, of the Purchase Order.
- (ii) Additional Performance Security, equal to 20%, of the ordered value, in the form, of a Bank Guarantee, from any scheduled Bank, in India, for the bid, of the item(s), having the variation, over -50%, to -80%, of the estimated rate, should be furnished, in the prescribed format, (Annexure – VII), within a period, of 30 (Thirty) Day(s), from the date, of the issuance, of the Purchase Order.
11. **Earnest Money:** - Earnest Money/ Bid guarantee amounting to 2% (Two Percent) of the estimated amount /Tender Amount shall be submitted through online mode through the e-Tendering portal (<https://wbtennders.gov.in>). All offline instruments like Bank Draft, Pay Order etc. will be stopped for e-tender procurement. In case of unsuccessful/ rejected bids, the EMD shall be refunded directly from the e-Tendering portal. However, for successful bids, the EMD will be refunded by WBSEDCL as per norms.
12. The Bidder, at his 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 preparing the bid and entering into a contract for the work as mentioned in the Notice Inviting Tender (N.I.T.), before submitting offer. The cost of visiting the site shall be borne by the bidder.
13. 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 Department. The Department reserves the right to accept or reject any offer without assigning any reason whatsoever as is not liable for any cost that might have been incurred by any bidder at any stage of bidding.
14. Prospective applicants are advised to note carefully the minimum qualification criteria mentioned in "Instructions to Bidders" stated in Section - "A" before putting up their bids/tenders for the works.
15. Conditional/Incomplete tender will not be accepted under any circumstances.
16. The intending bidder(s) are required to quote the rate online.
17. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper of any bidder is incorrect/manufactured/fabricated, that bidder would not be allowed to participate in the tender and the application of the said bidder will be rejected without any prejudice.
18. The department reserves the right to cancel the N.I.T. due to unavoidable circumstances and without assigning any reason whatsoever, and no claim from any bidder, will be entertained in this respect.
19. **Qualification criteria:** - The tender inviting and accepting authority will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding: -
 - (A) Experience/Credential.
 - (B) Financial capacity.

The eligibility of a bidder will be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned in (A) & (B) above and the declaration(s) executed as per enclosed Annexure(s) III, IV, V and Annexure VIII. If any document submitted by a bidder is either manufactured or false, the eligibility of the bidder will be rejected at any stage without any prejudice.

20. If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence:
 - A) N.I.T.
 - B) Special terms & Conditions.
 - C) Technical Bid.
 - D) Financial Bid.
21. **Receiving of Earnest Money Deposit (EMD):** - EMD should be remitted separately through online mode or in the form of Bank Guarantee in full on any schedule commercial bank in the annexed format and the same should be documented and scanned copy of the aforesaid documents is to be uploaded through said website as per schedule stated in Sl. No. 1. (Details of which has been narrated in the 'Instruction to the Bidders').
22. **Return of EMD of the Unsuccessful tenderer (s):** - The Earnest Money collected via online mode will be settled automatically from e-tendering portal maintained by the National Informatics Centre (NIC) wherein E.M.D. for rejected or unsuccessful bids shall be refunded in the bank account of participating bidders directly from NIC Portal.

West Bengal State Electricity Distribution Company Limited

Registered Office:

Vidyut Bhavan, Block – DJ

Sector-II, Bidhannagar

Kolkata-700091

CIN – U40109WB2007SGC113473

(A Government of West Bengal Enterprise)



Division Office: Buniadpur Division

Power House Campus, Buniadpur,

Dist-Dakshin Dinajpur,

Pin- 733121.

E Mail– dm.buniadpur@wbasedcl.in

N.B.: -

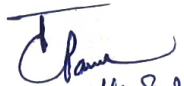
1. WBSEDCL reserves the right to reject or accept any Bid or part thereof or all bids received at its sole discretion without assigning any reasons whatsoever.
2. WBSEDCL reserves the right to go to divisible contract, if necessary.
3. WBSEDCL is not necessarily bound to accept the lowest offer.
4. No interest shall be payable for Bid Guarantee/EMD.
5. Any extraneous conditions will be treated as non-responsive.
6. Photocopies of all documents should be self-authenticated.

Date and Time Schedule:

Sl.No	Particulars	Expected Date & Time
1.	Date of uploading of N.I.T. & other Documents(online) (Publishing Date)	19.08.2026 at 13:00Hrs
2.	Documents download/sell start date (Online)	19.08.2026 at 13:00Hrs
3.	Bid submission start date (On line)	19.08.2026 at 13:00Hrs
4.	Pre Bid Meeting	24.08.2026 at 12:00Hrs
5.	Documents download End Date.	07.09.2026 at 12:00Hrs
7.	Bid Submission closing date (On line)	07.09.2026 at 12:00Hrs
8.	Technical Bid opening date (Online)	10.09.2026 at 15:00Hrs
9.	Date of uploading list for Technically Qualified Bidder(online)	To be intimated later
10.	Financial Bid opening Date (Online)	To be intimated later

Any further information may be had from the website: www.wbasedcl.in and the following office:

Office of the Divisional Manager,
Buniadpur Division,
W.B.S.E.D.C.L.
Power House Campus,
Buniadpur
Dist-Dakshin Dinajpur.
Pin-733121.


14.8.26
(J Panda)

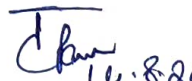
Divisional Manager
Buniadpur Division
WBSEDCL

Memo. No. DM/BNBP/e-Tender/26-27/ 73/ 795 (1-4)

Copy forwarded for information and necessary action please to: -

1. The Zonal Manager, Malda Zone, Malda, WBSEDCL.
2. The Regional Manager, Dakshin Dinajpur Region, WBSEDCL.
3. The DE(Tech)/AE(Tech), Buniadpur Division, WBSEDCL
4. The AM(HR&A) / AM (F&A), Buniadpur Division, WBSEDCL
5. The Store In charge, Buniadpur Divisional Store,, Buniadpur Division, WBSEDCL

Dated 14/8/26


14.8.26

Divisional Manager
Buniadpur Division
WBSEDCL

INSTRUCTION TO BIDDERS

SECTION - A

1. General guidance for e-Tendering:

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

2. Registration of Bidder:

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System 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 bidder 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 above. DSC is given as a USB e-Token.

4. Downloading of Tender documents:

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

5. Participation in more than one work:

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

6. Submission of Tenders:

General process of submission: Tenders are to be submitted online to the website stated in Cl. 4 above. All tenders shall be of two part bids: (a) Techno-Commercial Bid and (b) Price Bid, which are to be submitted in separate Sealed Covers. The Bids shall be in triplicate.

A. Technical proposal

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

A-1. Statutory Cover Containing two covers (folders)-(a) NIT (b) Annexure/forms.

(a) **NIT folder** containing Downloaded and uploaded copies (Digitally Signed) of the following:-

(i) NIT, General conditions of contract and specification for works

(b) **Annexure/Forms Folder** containing

i. Undertaking by the bidder (Annexure-I)

ii. Letter of Bid for the work (Annexure-II)

iii. Declaration regarding up-to-date GST return filing

A-2. Non statutory cover containing

i) **Current Professional Tax (PT) Declaration of up-to-date GST return, Payment certificate filing and GST payment, Goods and Service Tax Registration no. , PAN Card, Income Tax Return for last three Assessment Years i.e. 2025-26, 2025-24, 2024-23 and Trade License in respect of the prospective Bidder.**

ii) 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 in a single contract in last three years. Scanned copy of Work Order and completion certificate, as stated in 3(i) of e-NIT.

Financial Proposal (in one cover/folder) it contains Bill of Quantities (BOQ). The rate to be quoted in the BOQ on "Item Rate" in the space marked for quoting rate. 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 A1 and A2) will render the tender liable to summarily rejected for both statutory & non statutory cover.

THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGE 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 (Statutory documents).

SI No.	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES	1. Goods and Service Tax Registration number 2. PAN 3. Last three years IT Return Acknowledgement 4. Trade License 5. Current Professional Tax(PT) Payment certificate.
B.	Credential	Credential 1	1. Similar nature of work done in the form of work order / completion certificate which is applicable for eligibility in this tender.

A. Technical Proposal

i. Opening of Technical Proposal: - Technical proposals will be opened by authorized Representatives of WBSEDCL from the web site stated using their Digital Signature Certificate.

ii. Intending tenderers may remain present if they so desire.

iii. Cover (folder) statutory documents will be opened first & 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 be summarily rejected

iv. Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the authorized representatives of WBSEDCL

v. Uploading of summary list of technically qualified tenderers:

a. Pursuant to scrutiny & decision of the authorized representatives of WBSEDCL the summary list of eligible tenderers & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

b. While evaluation the authorized representatives of WBSEDCL may summon any of the tenderer & seek clarification / information or tenderer/s may be asked for producing original hard copy/s of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

B. Financial proposal

i) The financial proposal should be one cover (folder) containing bill of quantities (BOQ) the contractor is to quote the rate (Item rate basis) online in the space marked for quoting rate in the BOQ.

ii) Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

7. RESPONSIBILITY OF BIDDERS

a. 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.

b. 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.

c. 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.

d. The bidder is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, specifications and drawings in the bidding document. Failure to comply with the requirements of bid submission will be at the bidders' own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.

8. 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.

9. CLARIFICATION OF BIDDING DOCUMENT

Should there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBSEDCL, marked to **the Divisional Manager, Buniadpur Division, WBSEDCL, Power House Campus, Dakshin Dinajpur- 733121** within the date specified for this purpose. The clarification given in the pre-bid discussion shall be final and binding on the bidder.

10. BID PRICES

- a.** The bidder shall quote their price in the appropriate format in item rate.
- b.** The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against this contract.
- c.** Prices indicated in the schedule of prices deemed to include all the Levies/duties/taxes/cess & all other incidentals payable as per statute but excluding GST shall be paid extra as per statute.

11. REFUND OF EARNEST MONEY DEPOSIT(EMD):

The earnest money shall be retained initially for all bidders. Refund of earnest money of the unsuccessful bidders shall be made immediately after finalization/placement of order.

In respect of successful Bidder, the Earnest Money after acceptance of Tender shall be converted as a part of the Security Deposit. Balance of necessary Security Deposit shall be submitted within 07 days from the acceptance of the LOA, as Demand Draft / Pay Order issued from any nationalized bank in favour of the "West Bengal State Electricity Distribution Company Limited", payable at Buniadpur considering that the total amount of Security Deposit is equivalent to 10% (Ten percent) of the value of the order.

12. REFUND OF SECURITY DEPOSIT:

The Security Deposit shall be released after satisfactory completion of Guarantee Period.

13. PROCESS TO BE CONFIDENTIAL:

13.1 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.

13.2 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.

14. TIME SCHEDULE

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

15. EVALUATION AND COMPARISON OF BIDS

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

15.2 Evaluation of bid will include and will take into account:

15.2.1 Cost of construction/erection including taxes & duties etc.

15.2.2 The owner shall evaluate and compare only the bids determined to be substantially responsive.

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

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

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

16. TAXES, DUTIES AND OTHER LEVIES

- a. The contractor shall be solely responsible for the taxes that may be levied on the contractor's persons or on earnings of any office employee and shall hold the purchaser indemnified and harmless against any claims that may be made against the purchaser. The purchaser does not take any responsibility 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 taxes/duties/levies/cess 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. 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.

18. 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.

19. 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:

19.1 **"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

19.2 **"Fraudulent Practice"** means misrepresentation of facts in order to influence 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 non-competitive levels and to deprive the owner of the benefits of free and open competition.

19.3 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.

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

20. 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.

21. CORRECTNESS AND SUFFICIENCY OF RATES QUOTED IN THE TENDER

The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of works. The

rates and price quoted shall cover all obligation of the bidder under the contract and all materials, labour etc. necessary for proper completion and maintenance of the work.

22. Penalty for suppression / distortion of facts

If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tender committee will take actions deemed fit against such defaulting Bidder.

The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

23. 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 as per enclosed format in G.C.C. 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.

24. 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.

25. PAYMENT:

90% (ninety percent) payment against total basic price and 100% (hundred percent) GST amount against tax invoice in triplicate will be made after making deductions, if any. Bills shall be submitted along with Store Issue Notes, Material Consumption Statement, Store Return Notes, if any, Guarantee certificate Consignment note/e-way bill as per GST Statute and other relevant documents reference to be indicated in the Bill. The Bills completed with all documents will have to be submitted by the successful bidder to the Controlling Officer.

26. GOODS & SERVICES TAX (GST):

GST at prevailing rate will be paid extra.

27. PAYING OFFICER:

The Asst Manager (F&A), Buniadpur Division, WBSEDCL will be the Paying Officer for this work.

28. CONTROLLING OFFICER:

The Divisional Manager, Buniadpur Division, WBSEDCL shall be the Controlling Officer for the above mentioned work.

29. _ CONSIGNEE OFFICER:

Store- In- Charge, Buniadpur Division shall be the CONSIGNEE OFFICER of the above mentioned work.

30. GUARANTEE: In the event of any defect in the equipment/materials arising out of faulty design, materials, workmanship within a period of **12 (twelve)** months of commissioning from the date of last dispatch of any integral part of the equipment/materials whichever is earlier the supplier shall guarantee to replace or repair the same to the satisfaction of the purchaser. If the supplier fail to do so within a reasonable time, WBSEDCL reserves the right to effect repair or replacement by any other agency and recover charges for repair or replacement from the supplier.

31. LIQUIDATED DAMAGE FOR DELAY IN DELIVERY:

The time of delivery (successful offer for inspection) of the equipment/materials are to be treated as an essence of the contract and the WBSEDCL reserves the right to repudiate the contract, if the equipment / materials are not offered for inspection within scheduled delivery period and physically delivered within stipulated period as per physical delivery clause. But The Divisional Manager, Buniadpur Division, WBSEDCL may at his discretion waive this condition and accept the material with imposition of liquidated damage @ **.143%** of the value of the work of the particular lot offered for every day shall-elapse between the time prescribed or extended time as the case may be and the date of physically delivery of equipment / materials subject to a maximum of **10 % (ten percent) of the particular lot and accept the goods beyond the stipulated period**. The Company may, without prejudice to any other method of recovery, deduct the amount of such damages from any money in their hand due or which may become due to the contractor and any other contract or source also. The payment for deduction of such damages shall not relieve the contractor from his obligation to delivery of equipment/ materials or from any other his obligations and liabilities under the contract.

32. LEGAL JURISDICTION:-

If any dispute or difference arises with respect to quality/quantity of the equipment/materials pertaining to this order or any other terms and conditions of the order including its execution, such dispute/difference shall be subject to settlement under the jurisdiction of Courts in Kolkata.

33. FORCE MAJEURE:-

The supplier shall be under no liability if he is prevented from carrying out any of his obligations by reason of war, invasion, act of foreign country, hostilities (whether war declared or not), riots, civil commotion, mutiny, insurrection, rebellion, revolution, accident, earthquake, fires, floods Govt. order and/or restrictions (except power supply restriction) delay or inability to obtain materials due to import or other statutory restriction and other cause beyond the reasonable control of the supplier. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents/proofs to the entire satisfaction of the purchaser.

34. MANNER OF EXECUTION OF CONTRACT:

The successful bidder has to submit acceptance/written acknowledgement of the LOI / Order within **10 (Ten) days** from the date of issue of the Letter of Intent / Order. In case of non-submission of acceptance within due time be deemed as acceptance.

35. EXTENSION OF TIME:

An extension of time without imposition of liquidity 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 timely (within schedule time of completion) by the contractor who has to establish that the extension of time required by him is not due to his fault.

36. 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.

37. RISK PURCHASE:

The time of delivery (offer for inspection) or physical dispatch stipulated in the purchase order shall be deemed to be of the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the said purchase order/contract/letter of intent, the purchaser shall be entitled to purchase such consignment or if not available, the best and nearest available substitute elsewhere on the account and at the risk of the supplier or to cancel the contract and the supplier shall be liable to compensate for any loss or damage which the purchaser may sustain by reason of such failure on the part of the supplier. The Company at its discretion may not issue subsequent tender if earlier Purchase Order against earlier tender is not executed fully. If there is a failure to execute the contract fully, WBSEDCL reserves the right to forfeit Earnest Money deposit/cash security to the extent of loss so suffered by the WBSEDCL on risk purchase or otherwise, and may deduct the additional amount, if any, so incurred by the Company from other claim / bill lying with the WBSEDCL.

38. 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 enclosed 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 above stipulated due date as incorporated through the schedule enclosed, 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 WBS&EDCL.

ANNEXURE –I

LETTER HEAD OF THE BIDDER

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)

....., Partner/Legal Attorney/Accredited
representative of M/S.....
-, solemnly declare that:

We are submitting Tender for the Work.....
against Tender Notice No.....dt.....

None of the Partners of our firm is relative of employee of ----- (Name
of the Company)

All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of
this Tender is complete, correct and true.

All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.

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.
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 online.

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