



# West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)

24 Parganas (South) Region  
Administrative Building (1st Floor), Kulpi Road, Padmapukur,  
P.O. : Baruipur, Dist.: South 24 Parganas

Phone no-(033)2423 0340, (033)2423 0131, Fax-(033) 2423 0340,  
E-Mail: [cm.24psdc@gmail.com](mailto:cm.24psdc@gmail.com), Website: [www.wbsedcl.in](http://www.wbsedcl.in)  
Registered Office: “Bidyut Bhavan”, Block – DJ, Sector – II, Bidhannagar, Kolkata – 700091,  
Corporate Identity Number (CIN): U40109WB2007SGC113473.

## NOTICE INVITING e-TENDER

NIT No. : RM/24-PGN(S)/IPDS/PROC/2020-21/83 Date: 03.02.2021

**Subject:** Supply, installation, commissioning & transportation of Raychem/3M make Heat shrink Straight through jointing kit and Outdoor& Indoor termination jointing kit suitable for 33 KV 3 core 400 sqmm XLPE cable for DTC Project at Doulatpur, D.H.Road under Behala Division, WBSEDCL

The Regional Manager, 24 Parganas(S) Regional Office, WBSEDCL invites e-Tender (on Item Rate Template) from genuine bonafide, experienced & resourceful manufacturers / Distributors for supply, delivery, installation & commissioning of the following items :

<b>Tender Value :</b>	Rs 973632.00 (nine lakh seventy three thousand six hundred and thirty two only)
<b>Cost of Tender + GST @18% (Rs.) :</b>	Rs 1000.00+ GST @ 18 % (Rs. 1180.00)
<b>Earnest Money (Rs.) :</b>	Rs. 25000.00 (twenty five thousand only)

Sl No	Material Description	Unit	Quantity	Delivery Location	Delivery Time
1	Heat Shrink Straight through jointing kit suitable for 33 KV 3×400 sqmm XLPE cable	Nos	16	The supply of the Kits will be directly at site at the time of installation under Behala Division WBSEDCL for DTC Project at Doulatpur, D.H.Road	15 days from issuance of D.I.
2	Heat Shrink Outdoor termination kit suitable for 33 KV 3×400 sqmm XLPE cable	Nos	6		
3	Heat Shrink Indoor termination kit suitable for 33 KV 3×400 sqmm XLPE cable	Nos	2		

**Scope:** - The Jointing/Termination Kits are procured for the worksite under Behala Division. The supply of the Kits will be directly at site at DTC Project, Doulatpur, D.H.Road. After successful installation store papers will be regularized from Behala Divisional Store .Installation Program is required to be fixed as per direction of site Engineer.  
N.B. : Authorized Dealers of the original manufacturers of the items shall be allowed to participate in the tender on request of the manufacturer. WBSEDCL may consider placement of order on the dealer on behalf of the said manufacturer and/or they may be allowed to receive payment, on behalf of the co., provided that all responsibilities & warranties, as per terms of the tender specification

1. Intending tenderer should download the tender documents from the website <http://www.wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary cost of tender documents (tender fees) & Earnest Money Deposit (EMD) should be remitted separately through Demand Draft issued from any nationalized bank in favour of the “West Bengal State Electricity Distribution Company Limited”, payable at Kolkata and the same should be documented and scan copy of the aforesaid documents are to be uploaded through said website as per schedule stated in Sl. No. 8 (Details of which has been narrated in the Instruction to the Tenderers). The original Demand Draft / Pay order against Earnest Money Deposit (EMD) should be submitted physically by the Tenderer to the South 24-Parganas Regional Office, Administrative Building (1<sup>st</sup> Floor), beside Baruipur 33/11 KV Sub-Station Premises, Baruipur, Padmapukur, Kulpi Road, Kolkata – 700 144 WBSEDCL under sealed cover accompanying NIT number should be mentioned on the envelope.



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## 2. Eligibility criteria:

1. All categories of intending Tenderers who have successfully delivered tendered items (Raychem/3M make) to WBSEDCL / other Power Utilities / Other Govt. Departments against Purchase Orders, Inspection Offer letter (if any), Despatch Instructions (if any), Signed Challans etc. for completing supply & installation of:
  - i) Similar type of jointing kits of similar voltage level against a contract of any value ,  
&
  - ii) Similar make or other make of jointing kit of similar voltage level against a particular contract of amount not less than 50% of the estimated Price during last three years..(both i & ii should be satisfied)
2. Manufacturer's certificate and valid dealership certificate.
3. Valid Type test report from NABL accredited Laboratory as per IS 13573 (Part 2) : 2011,
4. I.T. return for last 3 (three) financial years
5. PAN Card details
6. GST registration certificate

These are required for acceptance of the Technical Bid unless of which the bid may be considered as non responsive.

3. The sample materials are to be submitted by the successful tenderer within three days from the date of opening of tender for approval of issuance formal order. If the above materials are found beyond Specification / satisfaction, the same will be rejected and fresh sample is to be submitted at the own cost of the successful tenderer. The ordered materials should be delivered & installed within 10 days from issuance of D.I.(delivery instruction) , otherwise, penalty may be imposed as per rule of WBSEDCL for delay of delivery of ordered materials.

4. **Earnest Money / Bid Guarantee:** The amount of Earnest money @ 2.5% (two and half percent) of the pro-rata tendered amount of the offered quantity shall be submitted individually along with the offer. The earnest money deposit shall be submitted by CTS 2010 complaint Demand Draft (DD)/Banker's Cheque (BC) on any Scheduled bank in favour of the "West Bengal State Electricity Distribution Company Limited" payable at Kolkata. Earnest money deposit in any other form or amount will not be accepted. Tenderer shall not claim any interest on earnest money deposit.

5. **Bid Validation:** Bid shall remain valid for a period not less than 120 days after date of Bid opening of tender. If the Tenderer modifies/withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of earnest money deposit (EMD).

6. Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed by the Tenderer through the website <https://wbtenchers.gov.in>. Technical Document and Financial Bid should be submitted online on or before as per stated 'Date &Time Schedule'.

7. The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL BID of the Tenderer is found qualified by the WBSEDCL. The decision of the WBSEDCL will be final and absolute in this respect. The list of Qualified Tenderers of Technical Bid will be displayed in the website.

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

## 9. Date and Time Schedule:

Sl No	Particulars	Date and Time
1	Date of uploading of NIT & other Documents (Publishing Date)	03.02.2021 at 12.30 hrs
2	Documents download start date	03.02.2021 at 15.00 hrs
3	Pre Bid meeting date	04.02.2021 at 11.00 hrs
4	Bid submission starting date	05.02.2021 at 15.00 hrs
5	Bid submission closing date	19.02.2021 at 15.00 hrs
6	Last date of physical submission of Tender Cost and EMD (Offline)	22.02.2021 at 15.30 hrs
7	Techno-commercial bid opening date	22.02.2021 at 16.30 hrs
8.	Price bid opening date	To be intimated later.

10. WBSEDCL reserves its right to take decision keeping its financial interest. The provisions of Vendor Rating & Holiday Listing, will be applicable as per Revised Purchase Policy of WBSEDCL which is available in Website: [www.wbsedcl.in](http://www.wbsedcl.in)



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11. If the offer is submitted without or inadequate Earnest Money, the bid will not be opened. In case of incomplete offer, the tender will be liable for rejection and Earnest Money Deposit will be forfeited.
12. The quoted rates should be inclusive of all taxes & duties, freight and incidental charges with loading and unloading charge. The rate quoted by the contractor i.r.o. each item is inclusive of all such taxes, cess and others as stated above excluding GST. Applicable GST will be paid at per.
13. Any evidence of unfair Trade practices including overcharging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the tenderers. Any tenderer against whom FIR/ Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process,
14. The quantities provided in the schedule are provisional only, which may vary upto any extent or may be deleted altogether. The quoted rate of each item shall remain Firm. 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  $\pm 25\%$  (plus or minus twenty five percent) of the contract price. Payment shall be made as per actual execution.
15. Specification of materials: Raychem make, heat shrinkable Straight through jointing kit and heat shrinkable Outdoor jointing Kit suitable for 33 KV 3Cx400 sqmm XLPE Cable, , applicable standard IS 13573 part-2 of 2011.
16. The Tenderer, at his own responsibility and risk to visit and examine the site of works and its surroundings and obtained all information that may be necessary for preparing Bid and entering into an agreement for the work / works as mentioned in the NIT, before submitting offer with full satisfaction. The costs for visiting the working site shall be at the tenderer own expense.
17. The intending Tenderers shall clearly understand that whatever may be the outcome of the present invitation of the Bid, no cost of Bidding shall be reimbursable by the Tender Inviting Authority. 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 Tenderer at the stage of Bidding.
18. Payment of supply materials will be depended on availability of fund. Intending tenderers may consider this criteria while submission of tender and quoting their rate through online.
19. No Conditional Bid / Incomplete Tender will be accepted under any circumstances.
20. The intending tenderer(s) required to quote the rate in item rate BOQ to tender online considering that no escalation and / or price adjustment will be allowed by the department under any circumstances.
21. At any stage during scrutiny, if it is found that the credential or any other papers which the Tenderer 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.
22. The Tender Inviting Authority reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.

Any further information along with WBSEDCL's Revised Purchase Policy may be had from the Website: **[www.wbsedcl.in](http://www.wbsedcl.in)** and the following office:

*Office of the Chief Engineer (Procurement & Contracts),  
West Bengal State Electricity Distribution Company Limited,  
Vidyut Bhavan, 4th Floor,  
Bidhannagar, Kolkata - 700091.  
Phone No. 033-2319-7563*

Sd/-

Regional Manager  
24 Parganas(S) Region, WBSEDCL



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## **INSTRUCTION TO TENDERERS :**

- 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 Tenderer. 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/.pdf format).
- 5.1 Technical proposal:** The Technical proposal should contain scanned copies of the following standardised formats in two folders :
- (a) Statutory Folder Containing :
    - (i) Bank Draft / Bankers Cheque / Pay Order towards earnest money (EMD)& Cost of tender, as prescribed in the N.I.T. against of work of any Scheduled Bank in favor of “West Bengal State Electricity Distribution Company Limited” payable at Kolkata
  - (b) Non-Statutory Folder Containing :
    - (ii) Company details
    - (iii) I.T. return for last 3 (three) financial years,
    - (iv) PAN Card details
    - (v) GST registration certificate.
    - (vi) **Credentials** as mentioned in introduction of Sl No .2 eligibility criteria.

**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.

Sl. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	a) PAN Card. b) GST Registration Certificate (including HSN and SAC Code). c) Copy of I.T. return for last 3 assessment years
02.	Company Detail(s)	Company Detail	Manufacturer’s certificate/ Distributor’s certificate.
03.	Technical Details	GTP & Drawing	valid Type test report from NABL accredited Laboratory as per IS 13573 (Part 2) : 2011
04.	Credentials	Credential	Requisite Credential Certificate for supply of (Purchase Order & Delivery challan) the tendered items of Raychem/3M make to WBSEDCL / other Power Utilities / other Govt. Departments against Purchase Orders, Inspection Offer letter (if any), Despatch Instructions (if any), Signed Challans etc. for completing supply & installation of : (a)Similar type of jointing kit of similar voltage level against a contract of any value , & (b) Similar make or other make of jointing kit of similar voltage level against a particular contract of amount not less than 50% of the estimated Price of the tender. (both i & ii should be satisfied)
05.	Financial Information	Financial Information	Copy of IT returns for last 3 assessment years
06.	Earnest Money and Cost of Tender	Earnest Money	Scanned copy of Bank Draft





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**5.2 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.

**6. Cost of bidding:** The Tenderer 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.

**7. Opening, Evaluation and comparison of bids:**

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

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

7.2.1 Cost of purchase items including taxes & duties etc. but excluding GST.

7.2.2 The owner shall evaluate and compare only the bids (Item rate BOQ) determined to be substantially responsive.

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

7.2.4 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 if satisfied all requirements.

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

**(i) Opening of Technical proposal:** Technical proposals will be opened by the Regional Manager, the South 24-Parganas Regional Office, Administrative Building (1st Floor), beside Baruipur 33/11 KV Sub-Station Premises, Baruipur, Padmapukur, Kulpi Road, Kolkata – 700 144 WBSEDCL and his authorized representatives electronically from the web site stated using their Digital Signature Certificate (DSC) only who have submitted cost of tender and EMD in offline mode within scheduled date and time. 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. Summary list of technically qualified tenderers will be uploaded online. Pursuant to scrutiny & decision of the Department, the list of eligible tenderers will be uploaded in the web portal.

**(ii) Techno-commercial Evaluation :** On examination of documents submitted under different covers WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step. The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document. Evaluated bid price of all tenderers shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract. Conditional rebate, if any, offered by any tenderer shall not be considered in Bid evaluation.

**(iii) Opening and evaluation of Financial Proposal:** Financial proposals of the declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date. The encrypted copies will be decrypted and the rates will be read out to the tenderers remaining present at that time. After opening of the financial proposal the preliminary summary result containing inter alia, name of tenderers and the rates quoted by them will be uploaded. The Tender Accepting Authority may ask any of the s to justify the rate quoted by that .

**8. 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.

**9. Notification of Award :** Prior to expiration of Bid validity the Employer shall notify to the successful tenderer in writing the Letter of Award. The tenderer shall provide unconditional acceptance of LOA within one week.. Failure of the successful tenderer to comply with the requirement of acceptance of LOA, shall constitute sufficient ground for the annulment of the Award and forfeiture of Bid security /EMD.

**10. Corrupt or fraudulent practice :** Owner expects that Tenderers/Suppliers/Contractors observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the Owner: Defines, for the purposes of this provision, the terms set forth below as follows : i) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and ii) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner, and includes collusive practice among Tenderers (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. iii) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, if Owner any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.

Sd/-

Regional Manager  
24 Parganas(S),WBSEDCL



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## **GENERAL CONDITIONS OF CONTRACT FOR SUPPLY AND DELIVERY OF EQUIPMENT/ MATERIALS:**

**1. 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 head office at Vidyut Bhawan, Block-DJ, Sector-II, 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. The *Vendor* shall mean the Tenderer who will be awarded with the contract by the Company.

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 Vendor as laid down under the head 'Scope of Work' or elsewhere in the specification enclosed. When the words '*approved*', '*subject to approval*', '*as directed*', '*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* shall mean the date on which the notification of award of contract / letter of award has been issued. *Zero Date* will be reckoned from the date of handing over of site.

**2. Contract Documents** means all documents forming part of Contract (and all parts thereof) are indicated to be correlative, complementary and mutually explanatory of the Contract Agreement. The Contract shall be read as whole.

**3. Tender Submission:-** Any Tenderer 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://wb tenders.gov.in> (the web portal).

**4. SECURITY DEPOSIT:** 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.

10% of claimed Bill shall have to be converted as Security money so that total security shall not less than 10% (ten percent) of the total value of works as actually done. All security money shall be refunded after expiry of warranty period.

**5. REFUND OF EARNEST MONEY DEPOSIT (EMD):** The earnest money shall be retained initially for all tenderers. Refund of earnest money of the unsuccessful tenderers shall be made immediately after finalization/placement of order on submission of original receipt duly pre- receipted along with an application. The earnest money for the successful Tenderer shall be refunded only after submission of Security Deposit.

**6. FORFEITURE OF EARNEST MONEY DEPOSIT (EMD):** (i) If successful Tenderers fail to accept Purchase Order / LOI issued within their offered validity period, (ii) if any cartel is formed in their quotation in case of failure to supply material by the supplier as per delivery schedule, company may, at its discretion resort to Risk Purchase clause as provided in G.C.

**7. PAYMENT:** (a) 90% payment of bill will be made within 45 (forty five) days from the date of submission of bill against Original receipt Challan/Invoice signed by an officer in the rank Sr. SAE/Jr. Manager (Stores) attached to the respective stores. (b) Balance 10% payment will be made within 45 (forty five) days of submission of bills along with SRV after expiry of warranty period.

**8. GOODS & SERVICES TAX (GST):** GST at prevailing rate will be paid extra.

**9. PAYING OFFICER:** The Assistant Manager (F&A), Behala Division shall be the Paying Authority.

**10. CONTROLLING OFFICER:** The Divisional Manager, Behala Division shall be the Controlling Officer for the above mentioned work.

**11. WARANTEE:** In the event of any defect in the equipment/materials arising out of faulty design, materials, workmanship within a period of 12 months of commissioning or 18 (eighteen) months from the date of last despatch 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.

**12. LIQUIDATED DAMAGE FOR DELAY IN DELIVERY:** The time of delivery 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 physically delivered within stipulated period as per physical delivery clause. But WBSEDCL may at his discretion waive this condition and accept the material with imposition of liquidated damage @ 1/2% of the Value of the materials beyond the schedule delivery period for each week of delay Subject to maximum of 5% of the particular lot and accept the goods beyond the stipulated period.

**13. MANNER OF EXECUTION OF CONTRACT:** The successful tenderer has to submit acceptance of the LOI / Order within 7 (Seven) days from the date of issue of the Letter of Intent / Order.



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**14. 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.

**15. 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 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.

**16. 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.

**17. 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.

**18. 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 tenderer or on any other tenderer, 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.

Regional Manager  
24 Parganas(S)Region, W.B.S.E.D.C.L.



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## ANNEXURE -I

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 fulfilment 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 \_\_\_\_\_





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## 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\_\_\_\_\_



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## ANNEXURE-III

Dated:\_\_\_\_\_

### **DECLARATION BY THE TENDERER**

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Tender and other tender documents mentioned therein. I/We have also carefully gone through the 'Bill of Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed construction in all respects.

I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the department.

\_\_\_\_\_  
**Signature of Tenderer**

\_\_\_\_\_  
**Postal address of the Tenderer**