



**West Bengal State Electricity Distribution Company Limited**  
**(A Govt. of West Bengal Enterprise)**  
**Buniadpur Division**  
Near Traffic More, Buniadpur, Dakshin Dinajpur-733121  
Email: dm.buniadpur@wbasedcl.in

**Notice Inviting Tender (NIT) no: WBSEDCL/DM/BNDP /24-25/05**

**Date: 11.07.2024**

Sealed Item Rate tender is hereby invited by the Divisional Manager, Buniadpur Division, WBSEDCL, Banshihari, Dakshin Dinajpur, 733121, from intending bidders for "Refilling of Various Types of Fire Extinguisher at different location of Buniadpur Divisional Office, as per specifications, terms & conditions as mentioned below:

Sl No	Name of units	No. of CO2 4.5 Kg. required IS:15683:2006	No. of Dry Chemical Powder 6 Kg. required IS:15683:2006	No. of water CO2 9 Liter Required IS:15683:2006	No. of Mechanical Foam 9 liter required IS:15683:2006
01	Buniadpur 33/11 KV S/S	02	02	01	01
02	Kushmandi 33/11 KV S/S	02	02	01	01
03	Harirampur 33/11 KV S/S	02	02	01	01
04	Thangapara 33/11 KV S/S	02	02	01	01
05	Pransagar 33/11 KV S/S	02	02	01	01
06	Buniadpur CCC	03		02	
07	Kushmandi CCC	03		02	
08	Harirampur CCC	03		02	
09	Gangarampur CCC	03		02	
TOTAL		22	10	13	05

**Terms & Conditions:**

- 1. Estimated value:** Rs. 47670.00 (excluding GST) for refilling of various type of fire extinguisher and Transportation.
- 2. Eligibility criteria:** The intending bidders must submit the self-attested copies of the following documents with the application for issue of tender documents.
  - a. GST Registration Certificate.
  - b. PAN Card
  - c. License in respect of prospective bidder such as Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License), Ltd. Company (Incorporation Certificate, Trade License), CO-Operative Society (Society Registration copy, Trade License).
  - d. Experience Letter regarding successful completion of similar nature of work (Refilling of Fire Extinguisher) from any establishment in last five years. Experience certificate need to have establishment's letter head duly signed and stamped by the concern officer.

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**3. Key dates:**

SL No	Description	Date and Time
1	Last date for submission of bid	25.07.2024 up to 14:00 Hrs
2	Date of Technical/Financial bid opening	25.07.2024 up to 15:00 Hrs

4. The bidder has to submit the bid in a single envelope containing 2(two) separate envelopes. Envelope 1(one) containing technical criteria and signed NIT. Envelope no. 2(two) containing filled with quote rate duly signed and stamped by the agency. Tender is to be submitted on firm's original letter head in sealed cover addressed to the Divisional Manager, Buniadpur Division, WBSEDCL, Near Traffic More, Dakshin Dinajpur-733121 and shall be super scribed with the Tender notice no. name of the work/materials, name and address of the bidder.

5. Firm submitting the tender including deadline of submission of bids. Rate quote shall be submitted in separate envelop.

6. **Validity:** The tender shall be valid for 120 days from the date of technical bid opening.

7. If the envelope is not sealed or marked as indicated above, the WBSEDCL would not be responsible for the misplacement or premature opening of the tender.

8. The tenderer will have to quote rate items wise (in figure as well as in words) strictly in their own firm's letter-head. If there is discrepancy in figure and word the amount state in word shall prevail the quotation/bidding page must contain the reference of the NIT and description of NIT.

9. The tender shall be signed by the authorised signatory of the firm with seal of the firm. All correction in the tender should be initiated by tenderer before submission of the tender.

10. The tender shall be typed or written in indelible ink and shall be signed by a person/person's duly authorised by the tenderer. The proof of authorization shall be furnished in the form of a written power-of-attorney/ or resolution of the Board of Directors of the company which shall accompany the bid.

11 Before the deadline for submission of tenders, WBSEDCL may modify the terms of NIT by issuing corrigendum. Any corrigendum thus issue shall be part of NIT and shall be communicated through possible means of communication.

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12. Formation of any Cartel may lead to the cancellation of tender with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.
13. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable for rejection.
14. The WBSEDCL may at its discretion ask any bidder to produce the detailed price analysis for the quoted rate.
15. The WBSEDCL reserves the right to cancel the NIT due to unavoidable circumstances and no-claim in this respect will be entertained.
16. Conditional tender will not be accepted.
17. **Additional Performance Security:** If the lowest bidder's bid is found to be within the range of -20% to -80% of the estimated value, the bidder shall have to furnish an Additional Performance Security amounting to 10% of the tendered amount. The Additional Performance Security shall be submitted in the form of Bank Guarantee from any scheduled bank before issuance of Work Order.  
The Additional Performance Security shall have validity for entire defect liability period and with a claim period of another 3(three) months. Tenderer shall not claim any interest on Additional Performance Security. Additional Performance Security may be extended or revised as per the request of purchaser.
18. For any other details/clarification, the contact person will be the Assistant Manager (HR&A), Buniadpur Division, WBSEDCL, contact No – 8900795351.
19. If the office happens to be closed on the last date of receipt of application issued of bid documents and/or on the date of receipt/opening of tender, the next working day (Monday to Friday) at the same time & venue shall be applicable for the said purpose.
20. The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to accept or reject any or all tender(s) or to split the supply of material to more than one agency without assigning any reason whatsoever.
21. **WBSEDCL's right to terminate the order/Contract:** If the agency shall fail to supply the material within the time prescribed herein or extended time for supply, then notice will be issued to the agency seeking reasons for failure to supply the materials within prescribed time. If the agency fails to respond or furnishes satisfactory reasons against the said notice, the order placed on the agency will be terminated and the agency may be subjected to holiday listing as per company's policy.
22. GST will be paid extra as per rule prevailing during the execution of the work.
23. **Place of Delivery:** the material is to be delivered at above mentioned unit.
24. **Controlling Officer:** The Divisional Manager, Buniadpur Division, WBSEDCL.

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**25. Supervising Officer:** The Assistant Manager (HR&A), Buniadpur Division, WBSEDCL, or authorized representative of Controlling officer.

**26. Paying Authority:** The Asstt. Manager (F&A), Buniadpur Division, WBSEDCL.

**27. Payment:**

i. 97% of the ordered value along with full taxes and duties shall be paid after successful completion of work/supply of materials. Rest 3% of the ordered value would be released only after successful completion of defect liability period. Contractor shall have to submit Tax Invoice (triplicate) and challan to the controlling officer of work for payment processing.

ii. The delivered materials shall have warranty against any defect in material and bad workmanship for entire a period defect liability. In case contractor fails to comply this clause then his firm will be barred to participate in all work/NIT of Buniadpur Division and his firm will be placed under holiday listing as per norms of our Company.

**28. Tax & Duties:** Statutory deduction will be applicable as per the relevant law in force.

**29. Delivery Period:** Materials have to be supplied at site within 30 Days from the date of placement of order.

**30. Defect Liability Period:** The term 'defect liability period' shall mean the period of 12 (twelve) months from the date of receipt of materials at site. If any defect/loss is found within the defect liability period, the contractor shall be liable to rectify/replace/recoup the materials at their own cost and responsibility. Defects/loss so notified shall have to be attended and completed satisfactorily within the specified date or as deemed justified by the Controlling Officer.

**31. Liquidated Damages:**

i. In case of delay in delivery of materials within the stipulated time period, Liquidated Damage (LD) will be deducted @1/2% of the ordered value per week upto 10 weeks. Thereafter LD @1% of the ordered value shall be deducted per week subject to a maximum of total 10% of the ordered value.

ii. An extension of time without imposition of LD 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. The approval of such extension is subject to approval from Competent Authority of WBSEDCL.

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**32. Force Majeure:**

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

**33. Company's right to terminate the contract:**

- i. If the contractor neglects or fails to proceed with the work/supply 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 company, the company shall have the right to terminate the order/letter of intent after giving notice in writing to the contractor. If the contractor fails after 14 days of such notice, to proceed with the work in the manner notified, the company shall terminate the contract and call the contractor to take joint measurement along with the Engineer for the finished portion of work. If the contractor does not appear for a joint measurement, ex party measurement by the company will be taken as final.
- ii. In that case the company shall take possession of the work site and may engage other agency to complete the work/ supply the required materials. Extra cost if incurred to get the job done through other agency will be realized from him, from his pending bills and security money. If the contract is terminated as above, the contractor shall have no claim for compensation against the company for any loss or deterioration of any materials that he may have collected or engaged or entered into on account of the work.

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**34. Manner of Execution of Contract/Acceptance of Order:**

The successful bidder has to submit acceptance of the order within 10 days from the date of issue of the order.

Enclo: Annexure - I

(S. Sengupta)  
Divisional Manager,  
Buniadpur Division, WBSEDCL.

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