

West Bengal State Electricity Distribution Company Limited
(A Government of West Bengal Enterprise)

Registered Office:
Bidyut Bhavan, Block – DJ
Sector – II, Bidhannagar
Kolkata – 700 091
CIN – U40109WB2007SGC113473
2580319



WBSEDCL

Website – www.wbsedcl.in

Division Office : Siliguri Sub-Urban
Shibmandir, Dist. - Darjeeling
Pin. – 734 011
E Mail –suburban.division@gmail.com
Tel. No. 0353 - 2581005(Fax)/

NIT No. : DM/SSD/E-Tender-11/2023 – 2024

Dtd. 08.12.2023

NOTICE INVITING e-TENDER

The Divisional Manager, Siliguri Sub Urban Division, WBSEDCL invites e-Tender only from the bonafide, experienced & resourceful manufacturers / suppliers / Distributors for manufacture, testing, supply and delivery of the following items who have successfully supplied **the tendered items** to WBSEDCL / other Power Utilities / Govt. / Semi Govt. Departments/ Govt. undertaking Organizations /Govt. Enterprises **during last 7(seven) years in three similar completed works costing not less than the amount equal to 40% of the estimated value or two completed works costing not less than the amount equal to 50% of the estimated cost or one completed work costing not less than the amount equal to 80% of the estimated cost** (Submission of Bid through online).

	me of the Work	imated Cost	Earnest Money	riod of Completion after issuance of order	me & address of the Concerned Office
01.	Supply and delivery of: 1. “D” Iron Clamp 3” X 3.5” - 9400 nos 2. Porcelain Shackle Insulator 3”X 3.5”- 9500 nos under Siliguri Sub Urban Division.	₹ 4,97,726.00 (Rupees four lakh Ninety Seven thousand Seven hundred Twenty Six only)	₹ 9955.00 (Rupees Nine thousand Nine hundred and Fifty Five only)	30 (Thirty days)	Office of the Divisional Manager, Siliguri Sub Urban Division, WBSEDCL, Shibmandir, Siliguri Pin- 734011

Terms & Conditions of the E-Tender:

- Intending bidder should download the tender documents from the website <http://www.wbtenders.gov.in> directly with the help of Digital Signature Certificate. Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently duly digitally signed by the Tenderer through the website <https://wbtenders.gov.in>.
- Technical Document and Financial Bid should be submitted online on or before as per the ‘Date &Time Schedule’ stated in Sl. No.-06.
- The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL DOCUMENT of the tenderer found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and absolute in this respect. The list of Responsive and Non-Responsive Bidders will be displayed in the website.

4. Eligibility criteria for participation in the tender :

Bonafide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. who have successfully supplied the tendered items to WBSEDCL / other Power Utilities / Govt. / Semi Govt. Departments/ Govt. undertaking Organizations /Govt. Enterprises **during last 7(seven) years in three similar completed works costing not less than the amount equal to 40% of the estimated value or two completed works costing not less than the amount equal to 50% of the estimated cost or one completed work costing not less than the amount equal to 80% of the estimated cost.**

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Documents of Credential (in the form of work completion certificates and payment certificates) of executing similar nature of works

All intending Bidders are required to upload valid copies of :

- a. GST registration certificate
- b. PAN Card.
- c. I.T Return for last three financial years (2019-2020, 2020-21, 2021-2022)
- d. Professional tax deposit challan for last month i.e. November 2022
- e. Trade license
- f. Registered HSN/ SAC Code as applicable against quoted item.
- g. Company registration no (if bidder is company)

5. No mobilization / secured advance will be allowed

6. **Date & Time schedule:-**

I.	Particulars	Date & Time
1.	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	11.12.2023 after 10:00hrs.
2.	Documents sell / download start date (online).	11.12.2023after 10:00hrs.
3.	Bid Submission upload start date (online)	11.12.2023 after 10:00hrs.
4.	Bid Submission upload end date (online)	27.12.2023 upto 15:00hrs
5.	Date for opening of Technical bid (online) for the Bidders	29.12.2023 at 15.00 Hrs
6.	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	To be intimated later.
7.	Date for opening of Financial Bid (online).	To be intimated later.

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

7. **Bid validation:** Bids shall remain valid for a period not less than 180(One hundred eighty) days after date of Bid opening of tender. Bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the tenderer withdraws the bid before the period of bid validity without giving any satisfactory explanation for such withdrawals, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

8. **Earnest Money:** The amount of the Earnest Money is **Rs. 9955/-**

- A bidder desirous of taking part in a tender invited by Offices of WBSEDCL shall login to the e- Procurement portal of Government of West Bengal <https://wbtenders.gov.in> using his login Id and password.

- The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:

- Net-banking through Payment Gateway.

▪ **RTGS/NEFT Payment:** On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e- Procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.

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▪ **Submission of EMD through BG:** For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload the scanned copy of BG in the EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT.

• EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. **Partial payment through online mode and remaining submission through BG is not allowed.**

• **General Instructions for Online Payment:**

- The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
- Status of NEFT/RTGS payment through challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the **total actual EMD amount** is to be paid only through NEFT/RTGS mode (challan mode).
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

• **Refund/Settlement of EMD Amount:**

- For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of upload status of any bid.
- For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI.

• Successful bidder(s) shall have to mandatorily **create vendor id through WBSEDCL Web Portal Vendor Corner**, if not created earlier.

9. **Security Deposit:** In respect of successful bidder, the Earnest Money after acceptance of Tender shall be converted as a part of the security deposit. The successful bidder who deposited Earnest Money, balance of necessary 10 % of security deposit shall be realized from the final bill amount. In all cases the amount of recovery of the final bill will be so adjusted as to make the total amount of security deposit equivalent to 10 % value of the contract value.
10. The Bidder, at his own responsibility and risk is encouraged 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 bidder own expense.

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11. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of the Bid, the Tender Inviting Authority reserves the right to accept or reject any / all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the Bidder at the stage of Bidding.
12. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in '**Instruction to bidders**' stated in Section – 'A' before tendering the bids.
13. Payment will be depended on availability of fund. Intending bidders may consider this criteria while submission of tender and quoting their rate through online.
14. No Conditional Bid / Incomplete Tender will be accepted under any circumstances.
15. At any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process, found incorrect / manufactured / fabricated, that bid will be considered a nonresponsive and outright rejected with forfeiture of Earnest Money and action will be taken as per stipulation of IT Rules in force.
16. Before issuance of Letter of Acceptance / Work order, the tender accepting authority may verify the credential & other documents of the lowest bidder so uploaded online if found necessary. If it is found such document incorrect / manufactured / fabricated, Letter of Acceptance / Work order will not be issued in favor of the bidder under any circumstances and action will be taken accordingly.
17. The Tender Inviting Authority reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.
18. The company shall no way be held responsible or liable for any accident, mishap of any worker during the execution of the work, any loss or damage cause to any equipments of WBSEDCL during execution shall have to be compensated in full as per direction of the Tender Inviting Authority.
19. Standard safety norms as prescribed in the rules and regulations of WBSEDCL has to be religiously followed.
20. Penalty of ½ % per week of delay or part thereof subject to maximum of 2.5 % of the ordered value will be charged on the bill for non delivery of the materials within time.
21. Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders, General Conditions of Contract of this tender along with the Revised Purchase Policy of WBSEDCL.
22. Price Bid of a bidder will be considered only if his Techno-commercial Bid is found acceptable by WBSEDCL. Decision of WBSEDCL will be final and absolute/binding in this respect. The list of techno-commercially qualified bidders will be displayed in the said website in due course.
23. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.
24. If the offer is submitted without or inadequate Earnest Money, the bid will not be opened. In case of incomplete offer, the tender will be liable for rejection and Earnest Money Deposit will be forfeited.
25. Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.

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NOTE:

1. WBSEDCL reserves the right to reject or accept any Bid or part thereof or all Bids received at its sole discretion without assigning any reason (s) whatsoever.
2. WBSEDCL is not necessarily bound to accept the lowest offer.
3. Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
4. Tender submitted after expiry of scheduled date and time shall not be considered.
5. The Bidding Documents are not transferable and cost of the same is not refundable under any circumstances.
6. No interest shall be payable for Earnest Money.
7. Any extraneous conditions will be treated as non-responsive.
8. The Bids must be submitted in prescribed proforma only.
9. Formation of any Cartel, may lead to the cancellation of tenders with period measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.
10. Bidders shall ensure that all pre-requisites are duly fulfilled by them and if there be any dispute regarding non-submission of any document, WBSEDCL reserves the right to cancel the Bid unilaterally without assigning any reasons whatsoever.
11. The bidder is expected to examine carefully all instruction, conditions, forms, schedules terms, annexure, specifications and drawings of the bidding document. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, may lead to rejection.

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SECTION – A

INSTRUCTION TO BIDDERS

A. General guidance for e-Tendering

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

1. Registration of Contractor:

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://wbtenders.gov.in> (the web portal). The contractor is to click on the link for e-Tendering site as given on the web portal.

2. Digital Signature certificate (DSC):

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

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

4. Submission of Tenders:

Tenders are to be submitted through online to the website in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) The documents are to be uploaded (virus scanned copy) duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

Technical proposal:

The Technical proposal should contain scanned copies of the following documents

1. Non Statutory / Technical Document Cover file Containing:

- a. GST registration certificate
- b. PAN Card.
- c. I.T Return for last three financial years (2019-2020, 2020-2021, 2021-2022)
- d. Professional tax deposit challan for last month i.e. November 2022
- e. Trade license
- f. Registered HSN/ SAC Code as applicable against quoted item.
- g. Company registration no (if bidder is company)
- h. Self attested Documentary evidence(s) regarding fulfillment of Commercial eligibility criteria as per clause no. 5.0 of "Terms & Conditions of the E-Tender".

i. Statutory Cover file Containing:

- a. Scanned document for confirmation of payment

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.

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Sl. No	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	a. GST registration certificate b. PAN Card. c. I.T Return for last three financial years (2019-20,2020-21,2021-22) d. Professional tax deposit challan for November 2022 e. Trade license f. Registered HSN/ SAC Code as applicable against quoted item.
02.	Company Detail(s)	Company Detail	Company registration no (if bidder is company)
03.	Credentials	Credential	a) Requisite Credential Certificate for successfully supplied the tendered items to WBSEDCL / other Power Utilities / Govt. / Semi Govt. Departments/ Govt. undertaking Organizations/Govt. Enterprises having supplied the tendered items in three similar completed works costing not less than the amount equal to 40% of the estimated value or two completed works costing not less than the amount equal to 50% of the estimated cost or one completed work costing not less than the amount equal to 80% of the estimated cost during last 7 (seven) years Documents of Credential (in the form of work completion certificates and payment certificates) of Supplying the tendered items
04.	Financial Information	Financial Information	a. Copy of IT returns for last 3 financial years (2019-20,2020-21,2021-22) b. Annual Audited Financial Report for last 3 years to be submitted for verification in respect of bidders for whom Audit of accounts is mandatory. For whose Audits of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA and Form 3CB) for last 5 years. [Non-statutory documents]

The bidder shall have to go through all the “Annexures” enclosed in this bid document and submit the filled in proforma of the appropriate/relevant annexures with the bid document putting the signature with seal of the Company before uploading the tender.

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

4.1.1. Opening of Technical proposal:

26. Technical proposals will be opened by the Divisional Manager, Siliguri Sub Urban Division, WBSEDCL, P.O. Kadamtala, Shivmandir, Dist. Darjeeling, and his authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).

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

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VALIDITY OF BIDS:

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

Earnest Money Deposit (EMD):

The bidder shall deposit the requisite earnest money offline, in the form of ‘Bank Draft’ which shall also be uploaded with the bid. Tenderer shall not claim any interest on Earnest Money Deposit. Earnest money will be refunded to the unsuccessful tenderers after finalization of the tender but not later than 60(sixty) days after the expiry of the period of bid validity prescribed by WBSEDCL.

The bid guarantee/EMD shall be forfeited:

If during the period of validity specified by the bidder, the bidder withdraws/modifies its bid as a whole or part. If bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.

In case of successful bidder, if bidder fails
To accept LOI/Order unconditionally and sign contract
To furnish the contract performance bond.

Financial proposal:

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to quote the rate online through Computer in the space marked for quoting rate in the BOQ.

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

5. PRE BID MEETING:

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

6. BID SUBMISSION:

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

7. BID WITHDRAWAL/MODIFICATION:

The bidder may modify or withdraw his bid after submission but within the deadline of bid submission, provided written notice of the modification/withdrawal is received by WBSEDCL prior to the deadline for bid submission. No bid shall be modified/ withdrawn after the deadline of bid submission. Modification /withdrawal of bid by any bidder after the deadline of bid submission shall result into forfeiture of EMD.

8. BID OPENING:

- a. Bid Guarantee/EMD shall be scrutinized.
- b. Techno-commercial bids shall be opened only for those bidders whose EMD has been found in order. Bidder's representatives with written authorization (max. 2 persons per bidder) may attend bid opening. No electronic recording shall be permitted during bid opening.
- c. 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.
- d. WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.

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e. 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.

9. PROCESS TO BE CONFIDENTIAL:

a. After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

b. Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.

c. Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.

10. RIGHT TO REJECT BIDS:

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

11. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of his bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

12. DETERMINATION OF RESPONSIVENESS:

Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document.

For the purpose of this clause a substantially responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without material deviation, or reservations. WBSEDCL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the bidder by correction.

13. CORRECTION OF ERRORS:

If there be a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and total price shall be corrected.

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

14. EVALUATION AND COMPARISON OF BIDS:

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

Evaluation of bid will include and will take into account:

WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive.

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

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

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

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15. PROCEDURE OF EVALUATION:

SECTION – B

GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION FOR ELECTRICAL WORKS

1. Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <http://wbtenders.gov.in> (the web portal). The contractor is to click on the link for e-Tendering site as given in the web portal.
2. The intending bidder(s) required to quote the rate item wise in the BOQ.
 - a. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against the contract.
Price indicated in the schedule of prices deemed to include all the levies / duties / cess & all other incidentals payable as per statute. Relevant Goods and Service Tax rules are applicable for the work. The estimated cost is exclusive of Goods and Services Tax. It will be paid to the appropriate authority / agency as per prevailing rates and rules in force
3. WBSEDCL, who do not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annual the Bidding processes and reject all Bids at any time prior to the Award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for WBSEDCL's (Tender Accepting Authority) action.
4. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection.
5. Bids shall remain valid for a period not less than 180 (One hundred eighty) days after date of Bid opening of tender.
6. Earnest Money as per NIT should be submitted with the tender in the form of Bank Draft issued from any Scheduled Bank in favor of the "**West Bengal State Electricity Distribution Company Limited**" payable at Kolkata.
7. **Security Money:**
The Successful tenderer within 7 (seven) days of receipt of LOI / order, shall submit his unconditional acceptance in writing failing which the Department shall have the right to terminate the LOI / Order as per rule and earnest money, submitted along with the tender will be forfeited. On receiving tenderer's acceptance for the work the earnest money deposited with the tender will be automatically converted to form a part of security money deposited. An additional sum of security money, if required, shall be deposited by the tenderer to constitute initial security money of 2.5% (two percent) of ordered value. Further additional security money shall be deducted from the final bill at 7.5% (eight percent) of such bill so that the total deduction together with 2.5% (two percent) Security money already taken shall constitute not less than 10% (ten percent) of the total value of order as actually done. All security money shall be refunded after expiry of the period of maintenance which shall be 12 (twelve) months normally, if not otherwise mentioned in the work order) after completion of the work. This period of maintenance shall be counted from the date of completion of job.
8. **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 **Siliguri Sub Urban Division, WBSEDCL, P.O. Kadamtala, Shivmandir, Dist. Darjeeling.**
 - The *Engineer-in-Charge / Controlling Officer* shall mean the Engineer deployed by the company for the purpose of this contract.

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- *Company's representative* shall mean any person or persons of WBSEDCL appointed by the Company and shall include the contractor's executor's administrators, successor and permitted assignees.
- The *Contractor* shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor'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 Contractor 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 / telex award has been issued.
- *Zero Date* will be reckoned from the date of handing over of site.

9. Scope of work:

The contract comprises of supply & delivery of tendered items to the Siliguri Sub Urban Divisional Store located at P.O. Kadamtala, Shivmandir, Dist. Darjeeling.

- 10. Description of the material:** Supply & delivery of "D" Iron Clamp 3" X 3.5" & Porcelain Shackle Insulator 3" X 3.5" as per specification and drawing enclosed.

11. INSPECTION & TESTING

The successful bidder shall intimate the Controlling Officer for making necessary programme of inspection of the materials.

12. 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 delivery the supplier shall guarantee to replace 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 replacement by any other agency and recover charges for replacement from the supplier.

- 13. 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.

14. Delivery Clause:-:

The tendered items will be delivered by the supplier at Siliguri Sub Urban Divisional store, within the prescribed time period mentioned in NIT but after successful inspection & testing i.e. within 30 days.

15. 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.

16. 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

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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.

The WBSEDCL 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 supplier. The payment for deduction of such damages shall not

relieve the supplier from his obligation to complete the works or from any other his obligations and liabilities under the contract.

17. General Requirement:

Cost of Bidding: The Contractor 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.

Correctness and sufficiency of rates quoted in the tender: The contractor 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 by them in the schedule of the items. 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.

18. Company's Right to Terminated Contract:

a. If the supplier fails to supply the material within 20 days from the date of issue of Letter of Intent / Purchase Order, the WBSEDCL shall have the right to cancel the Letter of Intent / Purchase Order with forfeiture of earnest money (Converted into initial security) without giving any notice to the supplier.

b. 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 supply the material. 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.

19. Force Majeure:

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 act of God, act 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 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.

20. Sub-letting of Contract:

The Contractor 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 contractor 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.

21. 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 Contractor, a decision made by Controlling Officer is not in accordance with the meaning and intent of the contract, the Contractor may file with the Controlling Officer within 7 (seven) days after receipt of the decision.

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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.

22. Liability of Accidents and Damage:

The Contractor shall be responsible for the loss, damage or depreciation of the Company's materials while in their custody and until the same was taken over by the company.

23. Language and Measurement:

All documents pertaining to the contract including specifications, schedule notices, correspondences, operating and maintenance instruction, drawing or any other writings be written shall be in English language. The metric system measurement shall be used exclusively in the contract.

24. 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.

25. Controlling officer:

The D.E.& Divisional Manager, Siliguri Sub Urban Division

26. Paying Officer :

Assistant Manager (F&A), Siliguri Sub Urban Division

27. Miscellaneous:

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.

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

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.

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Annexure - 1

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

To

The Tender Committee

Sub: Letter of Bid for

.....
.....
.....

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 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 - 2

MANDATE FORM BY VENDOR FOR RTGS/ NEFT PAYMENTS
(TO BE FIELD IN BLOCK LETTER)

1. NAME OF THE VENDOR:
2. ERP VENDOR NO:
3. Vendor Type: Company / Partnership / Proprietorship / Self Help Grp / HUF/Others (To be specified)
4. ADDRESS:.....
.....
.....

5. TELEPHONE NO. & FAX

NO:.....

6. MOBILE PHONE:

7. Email:.....

8. P.A.N. NO. (MANDATORY):

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9. GST REGISTRATION NO:

10. PARTICULARS OF BANK ACCOUNT (One cancelled Cheque is to be enclosed)

i) Name of Account Holder:

ii) BANK NAME:

iii) BRANCH NAME & ADDRESS:.....

iv) BANK BRANCH TELEPHONE NO:.....

v) Account type (whether SB or Current):.....

vi. ACCOUNT NO:

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vii. BANK'S MICR CODE:

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viii. BANK'S IFS CODE:

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11. DECLARATION OF THE PARTY:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or Not Affected at all for reasons of incomplete and incorrect information, WBSEDCL will not be held responsible.

Date:

Signature of the Vendor

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Annexure - 3

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 job/supply of.....

2. None of the Partners of our firm in relative of employees of.....

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 – 4

Memo No: **Dated:**

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

No	Description of Articles	HSN/SAC Code against item	GST Rate against item (%)
1	“D” Iron Clamp 3”X3.5” (9400 nos.)		
2	Porcelain Shackle Insulator 3”X 3.5”(9500 nos.)		

Signature of the Tenderer

Dated.....

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Annexure – 5

Details of fittings for Shackle Insulator:-

