



West Bengal State Electricity Distribution Company Limited

(A West Bengal Government Enterprise)

Regional Office: North 24 Parganas

Administrative Building, Vivek Nagar, B.T. Road, P.S. Khardah

District: North 24 Parganas, Pin 700119

Telephone: (033) 2592 0353 / 0591 :: e-mail: rm.north24pgs@wbasedcl.in

NOTICE INVITING e-TENDER

NIT No: RM/24PNR/ELEC/2023-24/02

Date: 21.08.2023

The Regional Manager, North 24 Parganas Region, WBSEDCL invites e-tender for the work detailed in the table below.

(Submission of Bid through Online)

Sl. No.	Name of the Work	Estimated Amount (Rs)	Earnest Money Deposit (Rs)	Period of Completion
01.	Supply, delivery & installation of 1.5 Ton split type air conditioners at North 24 Parganas Regional Office, WBSEDCL Administrative Building at Vivek Nagar, B. T. Road, Kolkata - 700119.	2,20,000.00 (Two lakh twenty thousand only)	@2% of the estimated cost to be submitted online	30 (Thirty) days from the date of receipt of P.O.

- (1) For e-filling of tender, intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate (DSC).
- (2) Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently and duly digitally signed by the prospective bidder through the website <https://wbtenders.gov.in>.
- (3) Technical Document and Financial Bid should be submitted online on or before the 'Date & Time Schedule' stated in Serial Number (10).
- (4) The FINANCIAL OFFER of the prospective bidder will be considered only if the TECHNICAL DOCUMENT is 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.

- (5) The bid so prepared by the bidder and all other correspondences and documents relating to the bid, exchanged by the bidder and WBSEDCL, shall be written in English Language only.

(6) Eligibility criteria for participation in the tender:

The bidders must be bonafide, experienced & resourceful manufacturers, suppliers, sellers, resellers or contractors who are technically and commercially qualified and have successfully completed similar nature of works or executed works for supply of electrical equipments and wiring works for any government, semi-government, government undertaking organizations, government enterprises etc.

(7) Documents to be submitted as credential:

The Bidders are required to submit valid copies of (to be documented through e-filing):

- (i) Documents of Credential in the form of work completion certificate / performance certificate / delivery instructions / payment certificate for successful completion of works along with copy of order of executing similar nature of works or executed works for supply of electrical equipments and wiring works for any government, semi-government, government undertaking organizations, government enterprises etc. in last 05 (five) years of costing not less than 50% of the estimated cost.
- (ii) Catalogue of product(s) for which bid is submitted.
- (iii) Current G.S.T. Registration Certificate
- (iv) PAN card
- (v) Income Tax Acknowledgement / Return for the last three financial years
- (vi) Trade License
- (vii) Documents showing details of Company (As applicable)
- (viii) Certificate of Dealership (if applicable)

(8) Responsibility of Bidders:

- (i) It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work.
- (ii) WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretation or deductions the bidder may derive from the data furnished by 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.
- (iii) The bid shall include all the information as per bid document. The bidder is expected to examine carefully all instruction, conditions, forms, schedules, terms, Annexure, specifications etc. in the bidding documents. Failure to comply with the requirement of bid submission will be at the bidders own risk. Bids, which are determined to be not substantially responsive to the requirements of the bidding documents, will be rejected.
- (iv) The bidder shall bear all the costs associated with the preparation and submission of bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

- (v) In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance of the last date and time of submission of the bid. WBSEDCL shall not be held responsible for any failure of Bid submission due to snag arising out of network failure.

- (9) **Bidder shall provide the rates for items in the BOQ without GST. Applicable GST will be paid in extra.**

- (10) **Mobilisation Advance:** No mobilisation advance or secured advance will be allowed.

- (11) **Validity of Bids:** Bids shall remain valid for a period not less than **120 (One hundred twenty) days** after date of opening of bids of the tender. Bids valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the bidder 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.

- (12) **Schedule of Key Dates & Time:**

Sl. No.	Particulars	Date & Time
01.	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	21.08.2023 after 10.00 Hrs
02.	Documents Download Start date (online).	21.08.2023 after 10.00 Hrs
03.	Bid Submission Start date (online)	21.08.2023 after 10.00 Hrs
04.	Bid Submission End date (online)	04.09.2023 up to 15.00 Hrs
05.	Last date of Online deposition of EMD	04.09.2023 up to 15.00 Hrs
06.	Technical bid opening date (online)	07.09.2023 after 15.00 Hrs
07.	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	To be intimated later.
08.	Financial Bid opening date (online).	To be intimated later.

- (13) **Earnest Money Deposit (EMD):**

The amount of Earnest Money Deposit (EMD) shall be deposited **through Online** as prescribed in the NIT. The bidder shall select the tender to bid and initiate payment of EMD.

- (a) 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 prefilled 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.

(b) General Instruction 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.

(c) 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 updated 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 payment and refunds, bidders will have to communicate with ICICI Customer Support, viz. 033 4026 7512 / 13 since payment gateway facility used by E-tender portal is maintained by ICICI.

(d) Successful bidder(s) shall have to mandatorily create Vendor ID through WBSEDCL Web Portal Vendor Corner, if not created earlier.

(e) Forfeiture of Earnest Money Deposit (EMD): Earnest money deposit / bid guarantee shall be forfeited in case of the following situations:

- If during the period of validity, the bidder withdraws / modifies its bid as a whole or in part.
- If the bidder deviates from any clarification/confirmation given by him sub-sequent to submission of his bid.
- In the case of successful bid, if the bidder fails:
 - To accept LOA / Order unconditionally and sign contract.
 - To furnish contract performance bond as per standard proforma.

(14) Specification of Work: The work should conform to WBSEDCL's general conditions of contract, standard specifications, and approved drawings of WBSEDCL satisfying relevant provisions of I.E. rules and IS.

(15) **Completion of work:**

- (i) The materials shall have to be delivered within **30 days** from the date of issuance of order.
- (ii) Dispatch clearance will be issued to the contractor after inspection and testing of materials, if desired by WBSEDCL. The prospective bidder shall submit guarantee certificate for the goods as applicable along with factory test certificates, if any.
- (iii) E-way bill if required shall be generated by the supplier as per prevailing norms and the same are to be submitted to the controlling officer of this work in due course.
- (iv) The materials shall be delivered at the **Office of the Regional Manager, North 24 Parganas Region, WBSEDCL at Administrative Building, Vivek Nagar, B.T. Road, P.S. Khardaha, Kolkata – 700119.**

(16) **Inspection & Testing:**

- (i) WBSEDCL may depute engineer at his own cost to inspect the materials before dispatch, if desired.
- (ii) The supplier shall arrange and provide all necessary facilities along with necessary manpower for inspection and testing at his own cost. The testing equipment must have valid calibration certificate and the same shall be produced on demand.

(17) **Payment:** 100 (hundred) % of the ordered value along with full taxes and duties shall be paid after delivery of materials and submission of tax invoice, challan in triplicate to the controlling officer for processing of payment.

(18) **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 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.**

(19) Any further information along with WBSEDCL's Revised Purchase Policy may be obtained from the website www.wbsedcl.in.

(20) **Right to reject Bids:** WBSEDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of the Order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.

(21) **Controlling Officer:** The **Regional Manager, North 24 Parganas Region**, WBSEDCL shall act as Controlling Officer.

(22) **Supervising Officer:** The **Divisional Engineer (Electrical), North 24 Parganas Region**, WBSEDCL shall act as Supervising Officer & Site-in-Charge.

(23) **Paying Authority:** The **Manager (F&A), North 24 Parganas Region**, WBSEDCL shall be the Paying Authority.

- (24) **Consignee:** The **Manager (HR&A), North 24 Parganas Region**, WBSEDCL shall act as the consignee.
- (25) Work Order & Payment of work will depend on availability of fund. Intending bidders may consider this criteria while submission of tender and quoting their rate through online.
- (26) No Conditional Bid / Incomplete Tender will be accepted under any circumstances.
- (27) At any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process is/are incorrect / manufactured / fabricated / misleading, that bid will be considered as nonresponsive and outright rejected with forfeiture of Earnest Money Deposit and action will be taken as per stipulations of Information Technology Act & Rules and other admissible law, as in force.
- (28) 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. If any bidder fails to produce the original hard copies of the document like Successful Completion Certificate and any other documents on demand of the department within a specified time frame or if any deviation is detected in the original copies from the uploaded soft copies, it may be treated as submission of false documents by the bidder and action may be referred to the appropriate authority for prosecution as per relevant IT Act.
- (29) The Tender Inviting Authority reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.
- (30) The WBSEDCL shall not bind itself to accept the lowest tender and reserves the right to accept or reject any bid and to annul the bidding process 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 (Tender Accepting Authority)'s action.
- (31) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection. Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the parties. Evidence of repeated occurrence of such malpractices by any bidder shall be viewed seriously by the WBSEDCL authority and appropriate penal measures shall be imposed on such bidders which may include blacklisting.
- (32) **Loss and damage of materials:** The supplier shall be responsible for safe custody of all materials until it is officially taken over by the Company. For any loss including theft / pilferage / damage during the period of transportation, storage etc., the same shall be made good by the supplier at his own cost and arrangement.
- (33) **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.

- (34) **Award of Contract:** The bidder whose bid has been accepted will be notified by the Tender Inviting & Accepting Authority through Acknowledgement Letter / Letter of Acceptance. The notification of award will constitute the formation of the contract.
- (35) **Holiday Listing and Vendor Rating:** Holiday Listing & Vendor Rating will be applicable according to the "Holiday Listing & Vendor Rating" policies of the Revised Purchase Policy, which is posted in website of WBSEDCL (www.wbsedcl.in). Performance of the bidders, who supplied materials/equipment to WBSEDCL previously, will be evaluated for their Vendor Rating according to the said Vendor Rating policy and their Vendor Rating will be taken into consideration at the time of evaluation of Technical and Financial Proposals of the tender.
- (36) **Concession:** No price preference will be allowed to any bidder based on the size of the industry or its geographic location. Co-operative society will not be considered with separate status.
- (37) **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 (proforma of bank guarantee enclosed for reference marked 'Annexure – A'. 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. The bidder shall not claim any interest on Additional Performance Security. Additional Performance Security may be extended or revised as per the request of purchaser.
- (38) **Miscellaneous:**
- (i) For timely completion of the work the contractor must have to deploy all necessary equipment, tools & tackles and machineries, adequate accessories to execute the work at a time to perform all works simultaneously as per requirement of WBSEDCL.
 - (ii) The entire work shall be inspected by WBSEDCL representative from time to time at site as necessary. The supplier shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of the site, WBSEDCL shall have the right to reject any work not conforming to the specification without being liable for any explanation or compensation. The authorized representative of WBSEDCL shall have free access to the work site, contractor site office and store.
 - (iii) During the execution of the work, 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.
 - (iv) The supplier shall make his own arrangement for the labor, construction, equipment, tools and tackles and construction materials.

- (v) The supplier shall strictly follow the 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.
- (vi) All guarantees and test certificates obtained by the supplier for the products and components shall be transferred to the WBSEDCL before issue of the final payment.
- (vii) The cost of testing of any material shall be borne by the supplier.
- (viii) No omission or ambiguities in the drawing or in the specifications will relieve the contractor from responsibility for material or completeness of the work.
- (ix) All drawings supplied with the bid documents are for guidance only.

SECTION – A

INSTRUCTION TO BIDDERS

General Guidelines for e-Tendering

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

1. Registration of Contractor:

Any intending bidder 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://wbtennders.gov.in> (the web portal). The contractor shall click on the link for e-Tendering site as given on the web portal.

2. Digital Signature certificate (DSC):

Every intending 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 Information's Centre (NIC) on payment of requisite amount. Details are available in the website. DSC is given as a USB e-Token.

3. The intending bidder can search & download the Notice Inviting Tender (NIT) and tender documents electronically from the website, once he logs on using his Digital Signature Certificate. This is the only mode of collection of tender documents.

4. Submission of Tenders:

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

In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance of the last date and time of submission of the bid. WBSEDCL shall not be held responsible for any failure of Bid submission due to snag arising out of network failure.

5. Opening and evaluation of tender:

5.1 Opening of Technical Proposal

- (i) Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.

- (ii) Technical proposals for those tenders where EMD have been received within due date will only be opened. Proposals corresponding to which EMD has not been received, will not be opened and will stand rejected.
- (iii) Intending bidders may remain present, if they so desire.
- (iv) 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.
- (v) Decrypted (transformed into readable formats) documents of the statutory and non-statutory covers will be downloaded for the purpose of evaluation.

5.2. Techno-commercial Evaluation of Tender

- (i) During evaluation, the Tender Inviting Authority or his authorized representative may summon the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if those cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- (ii) The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the Techno-commercially qualified bidders.

5.3. Opening and evaluation of Financial Proposal

- (i) Financial proposals of the bidders declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the mentioned date.
 - (ii) The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
 - (iii) After opening of the financial proposal the preliminary summary result containing *inter alia*, the name of bidders and the rates quoted by them will be uploaded.
 - (iv) The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.
6. Revision / withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority.

Regional Manager
North 24 Parganas Region
WBSEDCL

FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

.....(Designation of Engineer-in-Charge)
 (Office address of Engineer-in-Charge)

WHEREAS (name and address of Contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contract No.
Dated to
 execute (name of Contract and brief description of Works (hereinafter called "the Contract")).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled Commercial Bank for the sum specified therein for 'ADDITIONAL PERFORMANCE SECURITY DEPOSIT' for compliance with his obligation in accordance with the Contract;

NOW WHEREAS we (indicate the name of the bank and branch) have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we (indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upto a total of Rs.(amount of guarantee in words). We undertake to pay you, upon your first written demand and without cavil of argument, a sum within the limits of

..... (amount of guarantee) as aforesaid 'without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We (indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We (indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal.....the present absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We (indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any if the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We (indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This Guarantee shall be valid upto.....It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee. Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs.....(Rupees.....) and unless a claim in writing is lodged with us within the validity period i.e. upto.of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this day of
.....2021. at

by:

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES: (1) The bank guarantee should contain the name designation and code number of the officer(s) signing the guarantee

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.