



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

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NOTICE INVITING e-TENDER

NIT No: RM/24PNR/ELEC/2024-25/05

Date: 01.08.2024

The Regional Manager, North 24 Parganas Region, WBSEDCL invites e-tender (on Item Rate Template) in two parts from genuine, bonafide, experienced & resourceful manufacturers / authorized dealer / channel partner of OEM for **supply, delivery & installation** of the following item(s):

Sl. No.	Material Description	Unit	Quantity	Delivery Location	Delivery Time
1	Tapex type straight through jointing kit suitable for 33 KV 3C×400 sq.mm. XLPE Cable . Make: RAYCHEM / DENSONS	Nos	54	The supply of the items will be at Habra Division Store under Habra Division, WBSEDCL or at Site as may be instructed by Controlling Officer.	20 (twenty) days from the date of receipt of P.O.
2	Heat Shrink Outdoor Type End Termination jointing kit suitable for 33 KV 3C×400 sq.mm. XLPE Cable . Make: RAYCHEM / DENSONS	Nos	6		

(1) **Scope of work:**

Supply, delivery & installation of straight through jointing kits and/or indoor / outdoor type end termination kit (as specified above) at site as per instruction of site engineer. Site store is subject to change as per direction of Controlling Officer or Site Engineer with prior intimation. After successful installation store papers will be regularized from **Habra** Divisional Store (Site store is subject to be changed as per site requirement). Installation programme is to be fixed as per instruction of Site Engineer or Controlling Officer.

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 company, provided that all the responsibilities & warranties, as per terms of the tender specification are complied.

- (2) **Estimated Tender Value is Rs. 24,69,220.00 (Rupees Twenty four lakh sixty nine thousand two hundred twenty only). Earnest Money Deposit will be 2% of the estimated tender value to be deposited online by the bidders only.**
- (3) 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).
- (4) Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently and digitally signed by the prospective bidder through the website <https://wbtenders.gov.in>.
- (5) Technical Document and Financial Bid should be submitted online on or before the Date & Time mentioned in the schedule.
- (6) 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.
- (7) 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.

(8) **Eligibility criteria for participation in the tender:**

- **TECHNICAL ELIGIBILITY CRITERIA:**

- (i) **All genuine, bonafide, experienced & resourceful Original Equipment Manufacturers (OEM) / Authorized Dealer / Channel Partner of OEM who have successfully delivered the items under tender to WBSEDCL / WBSETCL / any other Power Utilities / Other Government or Government undertaking Departments against Purchase Orders (at least one) of any value and corresponding Inspection Offer Letter (if any), Despatch Instruction (if any), Signed Challan, Store Receipt Voucher etc. for completing the supply & delivery of similar type of tendered item(s) of similar make and of similar voltage level during last 7 (seven) years.**

Bidders shall submit copies of orders executed (Purchase Orders, Inspection Offer letter, Dispatch Instructions, Signed Challan etc.) successfully for the relevant years and abstract thereof to prove the quantity as supplied.

- (ii) **Manufacturer's certificate or valid dealership certificate to be submitted. Bid specific authorization certificate from the OEM is to be submitted mandatorily by the bidder along with credential documents, if bidder is not the OEM.**
- (iii) **Type test report from NABL accredited Laboratory as per IS 13573 (Part 2) : 2011 or any latest IS or standards if any, for the specified materials conducted within 05 (five) years from the date of opening of bid (Technical) to be submitted. Bids not accompanied with**

type test reports conducted within five years and the drawings of the offered Materials duly approved by the Type Testing Agency shall not be considered for evaluation.

- (iv) The sample of the item as per specification should be submitted to this office within due date as a part of Techno-commercial qualification and those manufacturers will be allowed whose type test certificates and sample will be found in order.
 - (v) The prospective Bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last **5 (five) years**. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders).
 - (vi) The bidder should not have been blacklisted from WBSEDCL or any Govt. organization across India in last three calendar years or must not have any criminal records like embezzlement of money or fund misappropriation in the past and undertaking in this regard shall be provided by the authorized signatory of the bidder. During contract period if the undertaking submitted by the vendor is found to be false, the order issued on vendor shall be terminated.
- FINANCIAL ELIGIBILITY CRITERIA OF THE BIDDER:
 - (a) **03 (Three)** purchase orders and delivery instruction / challan of any electrical items **costing not less than the amount equal to 40% of the estimated cost** of this tender in last **07 (Seven)** years.
Or
 - (b) **02 (Two)** purchase orders and delivery instruction / challan of any electrical items **costing not less than the amount equal to 50% of the estimated cost** of this tender in last **07 (Seven)** years
Or
 - (c) **01 (One)** purchase order and delivery instruction / challan of any electrical items **costing not less than the amount equal to 80% of the estimated cost** of this tender in last **07 (Seven)** years.
 - **I.T. return for last 3 (three) financial years.**
 - Copies of valid **Professional Tax (PT) payment certificate, PAN, GSTIN, Registration No. of the Company, Trade License** and other company details and statutory compliance certificates, as applicable, are to be submitted by the Bidder.

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

(9) **Minimum quantity for offer:**

- (i) All the bidders are required to submit their offer for 100% quantity.
- (ii) Tenders will be summarily rejected if the quantity offered by the bidder is less than the minimum quantity.
- (iii) At the time of placing purchase order, the quantity mentioned in the Tender Document may vary up to +/- 25%.

(10) **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) It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments to the contract, once awarded under these documents will not be entertained by WBSEDCL. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by WBSEDCL, which are based on the lack of such clear information of its effect.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) 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.

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

(12) **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.

(13) **Schedule of Key Dates & Time:**

Sl. No.	Particulars	Date & Time
01.	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	01.08.2024 after 10.00 Hrs
02.	Documents Download Start date (online).	01.08.2024 after 10.00 Hrs
03.	Bid Submission Start date (online)	01.08.2024 after 10.00 Hrs
04.	Bid Submission End date (online)	20.08.2024 up to 15.00 Hrs
05.	Last date of Online deposition of EMD	20.08.2024 up to 15.00 Hrs
06.	Technical bid opening date (online)	22.08.2024 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.

(14) **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 hours (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.

(15) **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. **The general technical specification of the items and purchase policy of WBSEDCL is available at the website www.wbsedcl.in.**

(16) **Completion of work:**

- (i) **The materials shall have to be delivered within the specified time period. Delay beyond the date of delivery as per schedule of Purchase order shall attract imposition of L.D. as per relevant clause of this NIT.**
- (ii) **Dispatch clearance will be issued to the contractor after inspection and testing of materials, if desired by WBSEDCL. The prospective bidder shall submit factory test certificate at the time of testing, if applicable.**
- (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 concerned officer in due course.**
- (iv) **The materials shall be delivered at the designated local Store of WBSEDCL or site as will be communicated by the Controlling Officer during issuance of dispatch instruction.**

(17) **Inspection & Testing:**

- (i) **WBSEDCL may depute engineer at his own cost to inspect the materials before dispatch or items will be subjected to 100% inspection & testing post-delivery to the consignee store by**

the Controlling Officer / representative of the Controlling Officer & authorized representative of the vendor. If any discrepancy / dispute in quality / design arises in any item during inspection, the vendor shall have to replace that item at his/her own cost and WBSEDCL reserves the right to take any penal action whatsoever without any further reference. The vendor has to accept the result of testing without any condition in the event of failure on the part of the vendor to attend the testing process after receiving intimation.

- (ii) If the condition is for submission of sample of material to be supplied, then the sample of the item as per specification should be submitted to the concerned office physically within due date as a part of Techno-commercial qualification and those manufacturers will be allowed whose type test certificates from NABL accredited Laboratory and sample will be found in order by the technical committee constituted by the Controlling Officer or Tender Inviting Authority as the case may be. The tag of the sample should contain the name of the sample as well as the name of the Vendor / Bidder. For a valid bidder, the sample has to be approved by the technical inspection committee. The technical evaluation of the bidders, whose sample is not approved by the committee, will be rejected or disqualified. After LOA is awarded, the awardees can adjust the sample with the ordered quantity and rest of all samples can be taken back by the respective bidders.
- (iii) 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.
- (iv) The supplier shall inform 15 (fifteen) days in advance regarding readiness of the materials for inspection.
- (v) The rejected materials shall have to be replaced by the supplier and will be subject to re-inspection.
- (vi) The supplier shall bear full cost of re-inspection.
- (vii) Materials shall be dispatched after issuance of dispatch instruction (DI) by the purchaser.

Payment:

- (a) 90% payment of bill with full taxes and duties shall be made within 45 (forty five) days from the date of submission of bill against original receipt challan / tax invoice in triplicate signed by an officer in the rank of Jr. Engineer / Jr. Manager or above attached to the respective store.
- (b) Balance 10% payment will be made within 45 (forty five) days of submission of bills along with Store Receipt Voucher (SRV) after expiry of warranty / guarantee period.

- (18) **Guarantee:** In the event of any defect in the equipment / materials arising out of faulty design, materials, workmanship within a period of 12 months of installation of the kit or 18 (eighteen) months from the date of last dispatch of any integral part of the equipment / materials whichever is earlier the supplier shall guarantee to replace or repair the same to the satisfaction of the purchaser. If the supplier fail to do so within a reasonable time, WBSEDCL reserves the right to effect repair or replacement by any other agency and recover charges for repair or replacement from the supplier. If the item needs to be shifted for repair at any recognized testing laboratory / workshop / factory etc. during guarantee period, the supplier will have to bear the cost of transportation, supplier insurance (to & from) etc. After repair the item(s) needs to be returned within thirty days or the time period as may be specified by the Controlling Officer, from the date of dispatch.

- (19) **Service after sale:** Bidder will have to submit the documentary evidence of having established mechanism for prompt services as & when required by WBSEDCL.
- (20) **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.**
- (21) **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.
- (22) **Controlling Officer:** The **Regional Manager, North 24 Parganas Region**, WBSEDCL shall act as Controlling Officer.
- (23) **Supervising Officer:** The **Divisional Manager, Habra Division**, WBSEDCL shall act as Supervising Officer.
- (24) **Site Engineer:** The **Divisional Engineer / Assistant Engineer (Technical), Habra Division**, WBSEDCL shall act as Site Engineer.
- (25) **Paying Authority:** The **Assistant Manager (F&A), Habra Division**, WBSEDCL shall be the Paying Authority.
- (26) **Consignee:** The **Store-in-Charge, Habra Division**, WBSEDCL shall act as the consignee.
- (27) 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.
- (28) No Conditional Bid / Incomplete Tender will be accepted under any circumstances.
- (29) 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.
- (30) 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.

- (31) The Tender Inviting Authority reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.
- (32) 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.
- (33) 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.
- (34) **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.
- (35) **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.
- (36) **Bidder should provide the rates for items in the BOQ without GST. Applicable GST will be paid in extra.**
- (37) **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 / Purchase Order (PO). The notification of award will constitute the formation of the contract.
- (38) **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.

- (39) **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 document(s) / proof(s) to the full satisfaction of the purchaser.
- (40) **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.
- (41) **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.
- (42) **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.
- (43) **Miscellaneous:**
- (i) For timely completion of the work the contractor must have to deploy all necessary equipment, tools & tackles and machineries, adequate shuttering 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.

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 Bidder

Dated _____

ANNEXURE-II**Format of Letter of Bid****LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-tendering PORTAL OF NIC)**

To.
The Tender Committee

Sub : Letter of Bid for the work

Ref : 1. NIT No _____ dated _____

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 Bidder

Dated _____

ANNEXURE-III

Dated: _____

DECLARATION BY THE BIDDER

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 Bidder_____
Postal address of the Bidder

ANNEXURE-IV

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

Ref : Notice Inviting e-Tender no :.....dtd

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s _____ which is submitting the bid for the work nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner have been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s _____ submitting the bid for the work nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")

In the case of a Company:

We hereby declare that we have not been placed on any black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular WBSEDCL, WBSETCL or Administrative Ministry, shall have the right to reject the Bid and if the bid has resulted in a contract, the contract is liable to be terminated.

ANNEXURE-V**PROFORMA OF DECLARATION REGARDING ABANDONMENT OR RESCISSION OF WORK**

Ref : Notice Inviting e-Tender no : dated

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s _____ which is submitting the bid for the work nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years, except as indicated below:

(Here give particulars of abandonment or rescission of work and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s _____ submitting the bid for the work nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years except as indicated below:

(Here give particulars of abandonment or rescission of work and in absence thereof state "NIL")

In the case of a Company:

We hereby declare that we neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years, except as indicated below:

(Here give particulars of abandonment or rescission of work, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false, The WBSEDCL shall have the right to reject the Bid and if the bid has resulted in a contract, the contract is liable to be terminated.