



**WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**  
(A Govt. of West Bengal Enterprise)

Office of the Divisional Manager, Kalyani (D) Division Central Park ,Tarit  
Bhavan,Nadia-741235 E-mail Id: dm.kalyani@wbasedcl.in

**NOTICE INVITING TENDER**

**N.I.T No – DM/Kalyani/E-tender/Mat/2023-24/ 01 dt:22.03.2023**

Tenders are invited by the The Divisional Manager, Kalyani Division, WBSEDCL through electronic tendering (e-tendering) from WBSEDCL Enlisted genuine supplier/distributors for supply, testing, and delivery of the following item at Kalyani Divisional Store, Buddhapark, Kalyani as per schedule detailed below.

SI No	Item	Quantity (sets)	Estimated Value (Rs.)	Minimum quantity to be offered by the tenderer(sets)
1.	33 KV GI "V" bracket for rail pole	271 sets	476689	271 sets
	Total:-Rs. Four Lakh Seventy Six Thousand Six Hundred and Eighty Nine Only	Total	476689	

**Price: Firm Price.**

Bidder may offer any / each of the items. Offered quantity shall not be less than the minimum quantity as specified above within WBSEDCL's stipulated Delivery period for normal participation.

Bidders applying for Promotional Order shall mention the offered quantity in Annexure-II as per clause no. 20 of Instructions to Bidders of NIT. **The price to be quoted by the tenderer shall be FIRM.**

Note: Delivery time should be within 45 days from the issuance of PO.

**Earnest Money Deposit**

(i) All the Bidders, except who are applying for Promotional Order needs to submit **2½% of the Estimated Value** of the item-wise offered quantity as mentioned above.

(ii) If the offer is submitted with inadequate Earnest Money as mentioned above, **the bid will not be opened.**

### Schedule of Dates for e-Tendering:

Sl. No.	Activity	Date & Time
1	Publishing Date	23.03.2023 at 11.00 Hrs
2	Document Download Start Date	23.03.2023 at 11.00 Hrs
3	Date of Pre-Bid Meeting	24.03.2023 at 11.00 Hrs
4	Bid Submission Start Date	24.03.2023 from 16.00 Hrs
5	Bid Submission End Date	10.04.2023 up to 11.00 Hrs
7	Technical Bid Opening Date	13.04.2023 at 11.00 Hrs
8	Financial Bid Opening Date	To be intimated after evaluation of Technical Proposal

Intending bidders desirous of participating in the tender are to log on to the website <https://wbtenders.gov.in> for the tender. The tender can be searched by typing WBSEDCL in the search engine provided in the website.

Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

Tenders are to be submitted online and intending bidders are to download the tender documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given in "Instructions to Bidders".

### **Terms & conditions of the Tender Notice:**

1. The tenderer or their duly authorized representative **should attend the Pre-bid Meeting** at the stipulated date and time.

2. The bidder shall select the tender to bid and initiate payment of EMD. **Earnest Money Deposit amounting to 2½% (Two & Half Percent) of the pro-rata estimated value i.e Rs. - 11917.00/-** of the Item wise offered quantity, as mentioned above, shall be submitted individually along with the offer.
  
3. **Following payment options are available for paying EMD amount through Online mode:**
  - i. **Net-banking** through Payment Gateway.
  - ii. **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.  
 In case actual **EMD amount** as per NIT is **more than the one shown in e-tender portal**, the bidder shall mandatorily opt for **NEFT/RTGS(Challan mode)**. In that case, the **total actual EMD amount** is to be paid only through NEFT/RTGS mode (Challan mode). Challan, thus generated will contain the amount which has been mentioned in e-tender portal. However, for payment of actual amount calculated as per NIT, bidders shall **strike out** the amount in Challan and **manually put actual EMD amount** while following the due payment procedure at respective Bank.
  - iii. **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 scanned copy of BG in the EMD exemption document upload section. Bank Guarantee (BG) should be drawn on any Scheduled Bank drawn as per the Proforma of Bank Guarantee for Earnest Money, given with this tender documents vide Annexure-III with initially valid for **upto 6 (six) months** from the due date of submission of tender and with claim period of **another 3 (three) months**, subject to further extension if required, in favour of **West Bengal State Electricity Distribution Company Limited payable at Kolkata.**  
  
**Physical copy of BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT.**
  
4. For submission of EMD / Security Deposit in the Form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload 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.
5. 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.**
  
6. **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 to be 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**, the bidder shall mandatorily opt for **NEFT/RTGS(Challan mode)**. In that case, the **total actual EMD amount** is to

be paid only through NEFT/RTGS mode (Challan mode). Challan, thus generated will contain the amount which has been mentioned in e-tender portal. However, for payment of actual amount calculated as per NIT, bidders shall **strike out** the amount in Challan and **manually put actual EMD amount** while following the due payment procedure at respective Bank.

- 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.

#### **7. Refund/Settlement of EMD Amount:**

- For unsuccessful bidders EMD amount submitted against the tender shall be refunded automatically (except EMD submitted in the form of BG), 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 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.

**8.** Successful bidder(s) shall have to mandatorily **create vendor id through WBSEDCL Vendor Corner**, if not created earlier. This is an essential step for accounting of EMD in SAP ERP system.

**9.** The bidder shall submit along **with** the offer **necessary** documents in support of their previous supply of the items of the tender to WBSEDCL/Other Power Utilities/Other Govt. Departments in earlier occasions and financial capabilities to the extent of the estimated financial amount of their offer.

**10.** No agent is allowed to participate in the Tender. Original manufacturers will only be allowed in the tender.

**11.** WBSEDCL reserves its right to take decision keeping its financial interest. The Purchase Policy of WBSEDCL along with the provisions of Vendor Rating Holiday Listing, as effective from 01.09.2012 and the subsequent amendment effective from 18.03.2013, will be applicable.

**12.** 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.

**13.** The offer shall remain valid for a minimum period of 120 days from the next day of opening of the tender.

**14.** At the time of placing purchase order, the quantity mentioned in the Tender Document may vary up to  $\pm 25\%$ .

15. Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.
16. WBSEDCL is not bound to accept the lowest tender and reserves the right to cancel any or all the tenders unilaterally.
17. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.
18. 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 and the Revised Purchase Policy of WBSEDCL.
19. Any further information along with WBSEDCL's Revised Purchase Policy may be had from the website: [www.wbsedcl.in](http://www.wbsedcl.in) .

## **INSTRUCTIONS TO BIDDERS**

### **1. Eligibility for participation:**

- i) WBSEDCL Enlisted Suppliers of the tendered items will only be eligible in the tender.
- ii) The bidders shall have credential for supply of the tendered items to WBSEDCL / other PowerUtilities / other Govt. Departments in earlier occasions within last three financial years.
- iii) The bidder shall have adequate financial capability to the extent of the estimated value of their offer. For the financial eligibility of the bidder, one similar contract of costing not less than the amount equal to 80% of the estimated cost.

### **2. Minimum quantity for offer:**

- i) Tenderers are required to submit their offer for the quantity not less than the minimum quantity as specified in Notice Inviting Tender (NIT).

**Note: Tenders will be summarily rejected if the quantity offered by the bidder is less than the minimum quantity as specified in the NIT.**

- ii) At the time of placing purchase order, the quantity mentioned in the Tender Document may vary upto  $\pm$  25%.

### **3. General guidance for e-Tendering:**

Instructions/ Guidelines for electronic submission of the tenders have been mentioned below for assisting the bidders to participate in e-Tendering.

### **4. Registration of bidder:**

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the e-Procurement system, through logging on to <https://wbtenders.gov.in>.

**5. Digital Signature certificate (DSC):**

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders.

6. The bidder can search and download NIT & Tender Documents electronically from the website mentioned in Clause 4 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

**7. Submission of Tenders:**

**7.1 General process of submission**

Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in two folders - one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

The bidder needs to download the Forms / Annexures, fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. He needs to download the BOQ, fill up the rates of items in the BOQ in the designated Cell and upload the same in the designated location of Financial Bid.

The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

**7.2 Technical Proposal**

The Technical Proposal shall contain scanned copies and/or declarations in the following standardised formats in two covers (folders).

**A. Statutory Cover**

**a) To be submitted in "Drafts" folder**

i. Tender Fee: Not Applicable.

ii. Earnest Money Deposit (EMD):

As prescribed before about payment options in the NIT.

**b) To be submitted in "Annexures" folder**

i. Application for Tender (Vide Annexure -I)

ii. Price Schedule in unpriced condition (Vide Annexure -II)

The bidder is to mention offered quantity and applicable percentage only in respect of SGST, CGST or IGST as applicable, in the space marked for in the Annexure -II.

**c) To be submitted in "NIT" folder**

i. Notice Inviting Tender (NIT)

ii. Addenda/Corrigenda: if published.

**Note:** Bidders are to keep track of all the Addendum/Corrigendum issued with a particular tender and upload all the above digitally signed along with the NIT. Tenders submitted without the Addendum/Corrigendum will be treated as informal and liable to be rejected.

d) To be submitted in "Forms" folder

i. Schedule of Bids

The bidder needs to download the form for "Schedule of Bids" (Vide Form-I), fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. Submission of incomplete "Schedule of Bids" will render the tender liable to summary rejection.

ii. Declaration Sheet (Vide Form-II), Deviation Sheet (Vide Form-III) and Check List (Vide Form-IV), Proforma for undertaking to be submitted by the Bidders (Vide Form-IX) and Format of Letter of Bid (Vide Form-X)

iii. Guaranteed Technical Particulars

The bidder needs to download the form for "Guaranteed Technical Particulars" (Vide Form-V), fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. Submission of incomplete "Guaranteed Technical Particulars" will render the tender liable to summary rejection.

iv. Summary statement (Vide Form-VI) of average annual turnover for a period of the last three financial years, certified by the Auditor appointed under Companies Act, 2013. In case the bidder is not a company, certificate of Tax Auditor may be submitted.

v. Statement of orders executed during last three financial years (Vide Form-VII).

vi. List of Type Test Reports carried out within five years as on date of bid submission. (Vide Form-VIII).

*(Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder)*

**Note:** Tenders will be summarily rejected if any item in the statutory cover is missing.

**B. Non-Statutory Cover (My Document)**

i. Company Details:

Proof of Original Equipment Manufacturer.

ii. Certificates:

- 1) PAN Card details.
- 2) Current Professional Tax (PT) submission Chalan. Application for such addressed to the competent authority may also be considered.
- 3) GSTIN registration certificate.
- 4) Banker's certificate to the Chief Engineer, P&C Department or in a generalised format

- regarding financial capability issued within last one year from the date of opening of tender.
- 5) MSME Certificate, if any.

iii. **Financial Info** :

Annual turnover for a period of the **last three** financial years.

iv. **Credential**:

Documents in support of supply of the tendered items to WBSEDCL / other Power Utilities / other Govt. Departments in earlier occasions within last three financial years as mentioned below:

- 1) Purchase Orders, Inspection Offer letter, Despatch Instructions, Signed Challans etc. for completing supply of the item against a particular contract.
- 2) Type Test Reports carried out within last five years from the date of opening of tender.

v. **Declaration** :

- 1) List of Orders in hand

The bidder shall submit the list of orders in his hand mentioning the order value to be executed within one year from the date of submission of bid.

- 2) Others : Any other documents found necessary.

***Note : Failure of submission of any one of the above mentioned documents will render the tender liable to summary rejection.***

### **7.3 Financial Proposal**

The financial proposal should contain the following documents in one cover (folder). Bill of

Quantities (BOQ)

The bidder 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 and digitally signed by the bidder).*

### **8. Submission of original copies of documents of Earnest Money Deposit (in terms of BG):**

- i. ***Place of submission:*** The original copies of the BG, if so, towards Earnest Money Deposit shall be submitted in the following office:

Office of the Divisional Manager  
Kalyani Division, Tarit Bhavan  
Central Park, Pin - 741235

- ii. ***Time of submission:*** The original copies of BG, if so, towards EMD shall be submitted in a sealed envelope in the office as stated above within the date and time as specified in the NIT. If the bidder fails to submit the original copies within the due date and time his tender will not be opened and his bid will stand rejected.



## 9. Conditional and incomplete tender:

Conditional and incomplete tenders are liable to summary rejection.

## 10. Validity of Tender and Offer:

The offer against tender should remain valid for a minimum period of **120 days** from the next day of opening of the tender. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

## 11. Earnest Money Deposit (EMD) :

(a) Amount of earnest money deposit shall be 2.5% (two and half percent) which is - Rs. **11917.00/-** of the **pro-rata estimated value of the Item wise offered quantity specified in the NIT.**

1. (b) Earnest Money shall be paid as mentioned before in detail and earnest money shall be submitted through online mode through the e-Tendering portal (<https://wbtenders.gov.in>). All offline instruments like Bank Draft, Pay Order etc. are stopped for e-tender procurement.

(c) Tenderer shall not claim any interest on Earnest Money Deposit.

(d) Earnest money will be refunded as per Clause 7 of Terms & Conditions of the Tender NIT.

(e) Earnest Money submitted will be liable to forfeiture,

(i) if the successful tenderers fail to accept Purchase Order / LOI issued within their offered validity period.

(ii) for failure to submit specified Security Deposit within time limit indicated in the Purchase Order / LOI.

(iii) If any cartel is formed by the tenderer in their quotation.

## 12. Opening and evaluation of tender:

### 12.1 Opening of Technical Proposal

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

ii. Technical proposals for those tenders whose original copies of BG towards EMD have been received or payment **successfully** received through Net- Banking & RTGS/NEFT as described before will **only** be opened. If the offer is submitted with **inadequate Earnest Money, the bid will not be opened.**

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

iv. Cover (Folder) for Statutory Documents (vide Clause 7.2.A) will be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Clause 7.2.B) 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.

## **12.2 Techno-commercial Evaluation of Tender**

- i) While evaluation, the Tender Inviting Authority or his authorised representative may summon of the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- ii) The summary list of tenderers, 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 tenderers.

## **12.3 Opening and evaluation of Financial Proposal**

- i. Financial proposals of the tenderers declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed 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, name of bidders and the rates quoted by them will be uploaded.
- iv. The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

**13.** 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.

**14.** In case the tenderer becomes eligible for placement of purchase order on them for the first time, the tenderer will get order upto 30% of their offered quantity. If the tenderer is of National / International repute or if the tenderer had supplied the item of the tender in a single order to any Power Utility / Govt. Department in earlier occasion within last three financial years for a minimum quantity equivalent to 80% of the quantity of this tender, the bidder may get order upto maximum 50% of their offered quantity.

## **15. Acceptance of Tender**

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons.

## **16. Purchase Order**

WBSEDCL will communicate acceptance of tender to the successful bidder by a Purchase Order. The successful tenderer shall communicate the acceptance of the purchase order.

## **17. Concession**

No price preference will be allowed to any tenderer based on the size of the industry or its geographic

location. Co-operative Society will not be considered with separate status.

**18. 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](http://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.

**19. Return of Earnest Money of the unsuccessful tenderer(s):**

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.

**NOTE:-**

1. GCC clause no. 2, 6(c), 10, 11, 18 & 19 will be modified as per present tax structure.

2. GCC Clause No.20 (Issuance & submission of Way Bill) will be modified as follows:

"E-Way Bill shall be generated by the supplier for the movement of materials/equipments from their location to the WBSEDCL stores. WBSEDCL's GSTIN is 19AAACW6953H1ZX".

3. GSTIN no. of factory premises, from where goods will be dispatched and relevant HSN code of the material, are to be mentioned in a separate sheet and uploaded in the bid.

4. Evaluation of the price bids will take into account the Unit Landed Cost of the material/equipment at the final destination. For the purpose of evaluation, the Unit landed cost will be arrived at by adding the Ex-works, F&I charges and GST as applicable.

5. TDS on GST will be applicable.

6. In addition to the Security Deposit under clause no. 1 of GCC of NIT in two parts of 2.5% each, upon the ordered value, Additional Performance Security equal to 10% of the ordered value, should be furnished in the prescribed format, within a period of 30 days from the date of issue of the order, for bids falling in the range of -20% to -80% of the estimated rate. This Security Deposit shall remain valid upto the time of completion of supply of materials, with a claim period of further six months.

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

1. DEFINITATION OF TERMS: In writing these General Conditions of Contract, Specification and Bill of Quantity / Bidding Schedule (Schedule of work), the following words shall have normally the meanings here-in-after indicated unless there is something in the subject matter of content inconsistent with such construction. The Company / Purchaser / Owner / Department shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), having its head office at Vidyut Bhawan, Block-DJ, Sector-II, Kolkata-700091.

The Engineer-in-Charge / Controlling Officer shall mean the Engineer deployed by the company for the purpose of this contract.

Company's representative shall mean any person or persons of WBSEDCL appointed by the Company. The Vendor shall mean the Bidder who will be awarded with the contract by the Company.

The work Site shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.

The terms Services shall mean all works to be undertaken by the Vendor as laid down under the head

'Scope of Work' or elsewhere in the specification enclosed. When the words 'approved', 'subject to approval', 'as directed',

'accepted', 'permitted' etc. are used, the approval, judgment, direction etc. are understood to be a function of company.

Writing shall indicate any manuscript, type written, printed or other statement reproduced in any visible form.

Date of Contract shall mean the date on which the notification of award of contract / letter of award has been issued. Zero Date will be reckoned from the date of handing over of site.

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

3. Tender Submission:- Any 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 <http://wbtenders.gov.in> (the web portal).

4. PERFORMANCE BOND/SECURITY DEPOSIT: As a contract security the contractor shall have to furnish Performance Bond in the form of Demand Draft amounting to 10% (ten percent) of the contract price (to be mentioned in the LOI/Order) to guarantee the faithful performance and security of the contract in accordance with all the conditions and terms stipulated herein. Performance Bond will also have the guarantee for successful and satisfactory performance of the works to be done under the contract till the expiry of the guarantee period. The Performance guarantee is to be submitted to the Controlling Officer of the work immediately on receipt of the Order.

5. Refund of Performance Bond / Security Deposit & Earnest money for Successful Bidder: Refund of Security deposit shall be subject to Company's right to deduct/appropriate its dues against the contractor under this contract or any other contract. The Security Deposit for all type of bids shall be released only after satisfactory expiry of the warrantee period. Refund of earnest money for the successful bidder shall be released only after submission & acceptance of performance bond.

6. FORFEITURE OF EARNEST MONEY DEPOSIT (EMD): (i) If successful Bidders fail to accept Purchase Order / LOI issued within their offered validity period, (ii) if cartel is formed in their quotation in case of

failure to supply material by the supplier as per delivery schedule, company may, at its discretion resort to Risk Purchase clause as provided in G.C.

7. PAYMENT: 100% payment of bill will be made within 45 (forty five) days from the date of submission of bill against SRV, original receipt of challan/invoice duly signed by an Officer in the rank of Sr. SAE/Jr. Manager (Stores) attached to the respective stores and submission of performance bond/security deposit .

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

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

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

11. WARANTEE: In the event of any defect in the equipment/materials arising out of faulty design, materials, workmanship within a period of 12 months of commissioning or 18 (eighteen) months from the date of last despatch of any integral part of the equipment/materials whichever is earlier the supplier shall guarantee to replace or repair the same to the satisfaction of the purchaser. If the supplier fail to do so within a reasonable time, WBSEDCL reserves the right to effect repair or replacement by any other agency and recover charges for repair or replacement from the supplier.

12. The ordered materials should be delivered within 45 days from issuance of P.O , otherwise, penalty may be imposed as per rule of WBSEDCL for delay in delivery of ordered materials. If the above materials are found beyond Specification / satisfaction, the same will be rejected and fresh material is to be submitted at the own cost of the successful bidder.

### **13. 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 offered for inspection within scheduled delivery period and physically delivered within stipulated period as per physical delivery clause. But The Chief Engineer, P&C Dept., may at his discretion waive this condition and accept the material with imposition of liquidated damage @ 1/2% of the value of the materials of the particular lot offered and/or delivered beyond the schedule delivery period for each week of delay or part thereof upto 10(ten) weeks and @ 1% of the value per week beyond 10 weeks subject to **maximum of 10% of the particular lot and accept the goods beyond the stipulated period**. Liquidated damage, if any involved, shall be recovered from the outstanding bills/ Bank Guarantee.

### **14. RISK PURCHASE:**

The time of delivery (offer for inspection) or physical despatch stipulated in the purchase order shall be deemed to be of the essence of the contract and if the supplier fails to deliver or despatch any consignment within the period prescribed for such delivery or despatch 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 to invoke Bank Guarantee/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.

#### **15.LEGAL JURISDICTION:**

If any dispute or difference arises with respect to quality/quantity of the equipment/materials pertaining to this order or any other terms and conditions of the order including its execution, such dispute/difference shall be subject to settlement under the jurisdiction of Courts in Kolkata only.

#### **16.FORCE MAJEURE:**

The supplier shall be under no liability if he is prevented from carrying out any of his obligations by reason of war, invasion, act of foreign country, hostilities (whether war declared or not), riots, civil commotion, mutiny, insurrection, rebellion, revolution, accident, earthquake, fires, floods Govt. order and/or restrictions (except power supply restriction) delay or inability to obtain materials due to import or other statutory restriction and other cause beyond the reasonable control of the supplier. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents/proofs to the entire satisfaction of the purchaser.

#### **17.SALES TAX AND S.T.D. FORM:**

Central Sales Tax at concessional rate where applicable will be paid to you extra at the rate prevailing on the date of Supply, since the materials will be directly used for Transmission / Distribution / Generation of electricity. Necessary declaration form for concessional rate will be issued to you by our Manager (F&A) - Indirect Tax, WBSEDCL, 6<sup>th</sup> floor, Vidyut Bhavan, Kolkata- 700091 in due course. You are requested to furnish one copy of each of the invoices/bills duly attested by paying authority to the above officer for facilitating issue of S.T.D. Form.

#### **18.ISSUE & SUBMISSION OF WAY BILL:**

- a) Immediately on receipt of the order copy, the supplier shall have to submit their (i) VAT No / CST No (ii) PAN No (iii) Trade Name, Address, Pin No & State to the Manager (F&A) Indirect Tax, 6<sup>th</sup> floor C Block, Vidyut Bhavan, and Dematerialized Way Bill in Form No 50A Part I (Original & Duplicate) will be issued by the Manager (F&A) Indirect Tax Vidyut Bhavan,
- b) Dematerialized Way Bill in Form 50A, Part II and the annexure i.e. invoice detail (Original & Duplicate) are to be generated and printed by the supplier from the Directorate's website ([www.wbcomtax.gov.in](http://www.wbcomtax.gov.in)) by entering the WBSEDCL's Tin No 19671325006 and the Way Bill Key No (it will be available in Part I Way Bill) against which Way Bill no will be generated. Driver / Transporter should possess such Way Bill Part I, Part II and Annexure (both Original & Duplicate Copy) while entering the

territory of the West Bengal.

- c) The utilization report is to be submitted to the Manager (F&A) Indirect Tax Vidyut Bhavan, 6<sup>th</sup> floor, 'C' Block through this end within 03 days, and utilized Way Bills (Part I, Part II & Annexure) both original & duplicate copies are to be submitted to this end, within 05 days from entry of the vehicle with materials into the State of West Bengal, failing which no C Form for concessional rate of CST will be issued to the supplier.

#### **19. CANCELLATION / TERMINATION OF ORDER (if placed):**

The time period for effecting complete supply and delivery of the above materials/equipment as indicated through the delivery schedule enclosed shall have to be treated as the essence of the contract. The Company reserves the right to repudiate the contract if the above period is not strictly adhered to. In the event of failure in effecting the desired supply and delivery of the above equipment/materials within above stipulated due date as incorporated through the schedule enclosed, the above order may be cancelled on submission of necessary notice in this regard and fresh order may be placed on the next higher bidder or on any other bidder, as a result of which the extra cost thus liable to be incurred shall be realised from the original supplier's pending bills which may be lying with the WBSSEDCL.

#### **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

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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**



Technical Approved Drawing Specification:

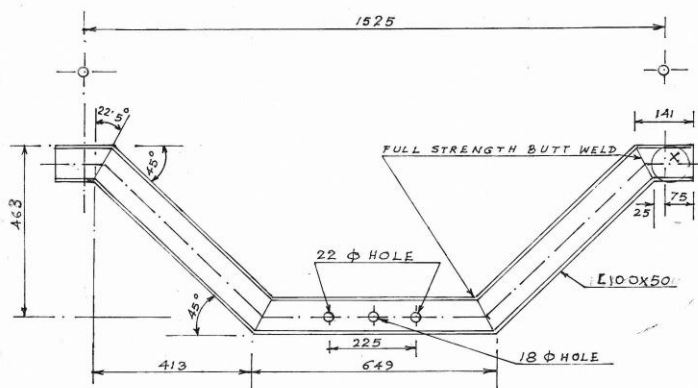


FIG-1  
V-BRACKET

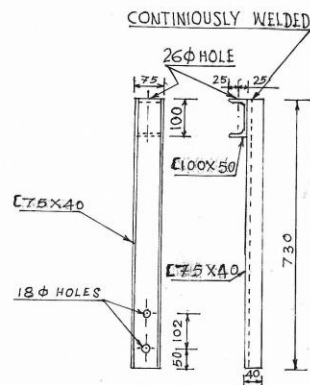
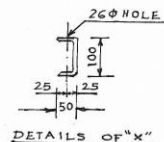


FIG-2  
TOP ADAPTER

NOTE :-

- 1) FOR DETAILS OF FIXING ARRANGEMENT OF V-BRACKET & TOP ADAPTER. REFER DRG. NO. RE/HT/55
- 2) FOR DETAILS OF 44.61KG/M M.S. RAIL POLE REFER DRG. NO. RE/HT/50
- 3) ALL DIMENSIONS ARE IN M.M.
- 4) THIS DRG. IS REPRODUCED FROM DRG. NO. RE/LF/45 DT. 27.2.82 WITH REVISIONS.

REVISION	WEST BENGAL	
	STATE ELECTRICITY BOARD	
	RE (H.Q.)	
	DETAILS OF V-BRACKET & TOP ADAPTER FOR 33KV OVERHEAD LINE ON 44.61KG/M M.S. RAIL POLE AT TANGENT LOCATION.	
	TRACED BY:- S.D.S.	DRG. NO.
	CHECKED BY:- S.S. Singh	RE/LF/45
	D.E (TECH) S.K. Singh	
	SCALE :- 1:10	DATE:- 18.6.90.