



WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Govt. of West Bengal Enterprise)

KRSIHNAGAR DIVISION OFFICE

Road Station, Krishnanagar, Nadia – 741101

Registered Office: "Vidyut Bhawan" Bidhannagar, Block-DJ, Sector-II, Kolkata-91

CIN: U40109WB2007SGC113473

Website: www.wbsedcl.in, E-mail: dedmkngdivn@gmail.com

NOTICE INVITING e-TENDER

NIT No. : KNG/DD/T/e-TENDER/2022-23/01

Date:28.07.2022

Subject : Supply and Delivery of High Voltage Detector (HVD) with Voltage level 0.230KV to 33KV for LT and HT Mobile van under for detection of liveness of electrical infrastructure including overhead bare conductor distribution lines under Krishnagar Division, WBSEDCL.

The Divisional Manager, Krishnagar Division Office, WBSEDCL invites e-Tender (on Item Rate Template) from genuine bonafide, experienced & resourceful manufacturers / Distributors for supply and delivery of the following items :

Sl. No.	Name of the Work	Estimated Amount (Rs)	Earnest Money (Rs)	Cost of Tender Documents (Rs) (Non-refundable)	Period of Completion	Name & address of the Concerned Office
1	Supply and Delivery of High Voltage Detector (HVD) with Voltage level 0.230KV to 33KV for LT and HT Mobile van under for detection of liveness of electrical infrastructure including overhead bare conductor distribution lines under Krishnagar Division, WBSEDCL.	6,25,000.00 (Rs Six Lac Twenty Five Thousands only)	Rs. @ 2% of the estimated cost to be submitted as Per NIT.	NIL	30 days	Krishnagar Division Office, Road Station, Krishnagar, Nadia- 741101

Sl. No	Material Description	Unit	Quantity	Delivery Location	Delivery Time
1	High Voltage Detector with Detachable FRP stick having sensing distance 3M for 33KV, 1M for 11KV and 5" for 415V lines	NOS	25	The supply of the HVD will be at KRISHNAGAR DIVISION STORE, WBSEDCL, Road Station Krishnagar, Nadia, PIN- 741101	30 days from the issue of DI

Scope: - The HVD are procured which provides warning of exposed high voltage AC, unknown source of unshield and potentially hazardous AC voltage from a safe distance as per specification under Krishnagar Division. The supply of the HVD will be directly at Krishnagar Divisional Store, WBSEDCL, Road Station, Krishnagar, Nadia, PIN-741101. After successful delivery, store papers will be regularized from Krishnagar Division Office.

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 co., provided that all responsibilities & warranties, as per terms of the tender specification

In the event of e-filling intending bidder may download the tender document from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary cost of earnest money may be remitted online as illustrated below. The original BG against Earnest Money (In case EMD submitted in form of BG) should be submitted physically at Krishnagar Division Office, WBSEDCL, Road Station, Krishnagar, Nadia -741101 under sealed cover.

1. Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently duly digitally signed by the Tenderer through the website <https://wbtenders.gov.in>.
2. **Eligibility criteria:**
 - a. All categories of intending Tenderers who have successfully delivered tendered items to WBSEDCL / other Power Utilities / Other Govt. Departments against Purchase Orders, Inspection Offer letter (if any), Despatch Instructions (if any), Signed Challans etc. for completing supply & delivery of :
 - i. Similar type of HVD of similar voltage level against a contract of any value ,&
 - ii. HVD of similar voltage level against a particular contract of amount not less than 50% of the estimated Price during last 3 (three) years.
 - b. (both i & ii should be satisfied)
 - c. Manufacturer's certificate and valid dealership certificate.
 - d. Type test report from NABL accredited Laboratory as per IS-13703
 - e. I.T. return for last 3 (three) financial years
 - f. PAN Card details
 - g. GST registration certificate
3. The sample materials are to be submitted by the successful tenderer within seven days from the date of opening of tender for approval of issuance formal order. If the above materials are found beyond Specification / satisfaction, the same will be rejected and fresh sample is to be submitted at the own cost of the successful tenderer. The ordered materials should be delivered within 30 days from issuance of D.I. (delivery instruction) otherwise; penalty may be imposed as per rule of WBSEDCL for delay of delivery of ordered materials.
4. **Earnest Money / Bid Guarantee:** *Earnest Money Deposit amounting to Rs. 12,500.00/- (Rupees Twelve Thousand Five Hundred Only), shall be submitted through online mode through the e-Tendering portal (<https://wbtenders.gov.in>). All offline instruments like Bank Draft, Pay Order etc. is stopped for e-tender procurement. In case of unsuccessful/ rejected bids, the EMD shall be refunded directly from the e-Tendering portal. However for successful bids, the EMD will be refunded by WBSEDCL as per norms. Further details in respect of online payment as well as refund of EMD are provided within the EMD clause (Section 2, Instruction*

to the Bidders, Clause 5, 6&7 of this NIT). This is in accordance to the O.O No.: 1994, dated 19.05.2021 and O.O No.: 1997, dated 14.06.2021 of the Director (HR), WBSEDCL. No interest shall be payable by WBSEDCL on the above Bid guarantee

5. **Bid Validation:** Bid shall remain valid for a period not less than 180 days after date of financial Bid opening of tender. Bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the Tenderer modifies/withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of earnest money deposit (EMD).
6. Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed by the Tenderer through the website <https://wbtenders.gov.in>. Technical Document and Financial Bid should be submitted online on or before as per stated 'Date & Time Schedule'.
7. The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL BID of the Tenderer is found qualified by the WBSEDCL. The decision of the WBSEDCL will be final and absolute in this respect. The list of Qualified Tenderers of Technical Bid will be displayed in the website.
8. No mobilization advance and secured advance will be allowed.
9. **Date and Time Schedule:**

Sl. No	Particulars	Date and Time
1	Date of uploading of NIT & other Documents (Publishing Date)	28.07.2022 at 16.00 hrs
2	Documents download start date (Online)	28.07.2022 at 16.00 hrs
3	Bid submission starting date (Online)	30.07.2022 at 11.00 hrs
4	Bid submission closing date (Online)	18.08.2022 at 15.00 hrs
5	Date of submission of EMD (Online)	Upto 18.08.2022 at 15.00 hrs
6	Date of submission of BG (Physical copy) (For bidders, who want to submit EMD in form of BG)	Upto 23.08.2022 at 11.00 hrs to 15.00 hrs
7	Techno-commercial bid opening date	26.08.2022 at 10.00 hrs
8	Techno-commercially qualified bidders' list uploading date	To be intimated later.
9	Price bid opening date	To be intimated later.

10. WBSEDCL reserves its right to take decision keeping its financial interest. The provisions of Vendor Rating & Holiday Listing, will be applicable as per Revised Purchase Policy of WBSEDCL which is available in Website: www.wbsedcl.in
11. 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.
12. The quoted rates should be inclusive of all taxes & duties, freight and incidental charges with loading and unloading charge. The rate quoted by the contractor i.r.o. each item is inclusive of all such taxes, cess and others as stated above excluding GST. Applicable GST will be paid at per.
13. Any evidence of unfair Trade practices including overcharging, price fixing, cartel etc. as defined in various

statutes, will automatically disqualify the tenderers. Any tenderer against whom FIR/ Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process,

14. The quantities provided in the schedule are provisional only, which may vary upto any extent or may be deleted altogether. The quoted rate of each item shall remain Firm. The company reserves the right to alter, amend, and omit or otherwise vary the quantities as may be necessary but such variation will be limited to $\pm 25\%$ (plus or minus twenty five percent) of the contract price. Payment shall be made as per actual execution.
15. **Specification of materials:** Mentioned in Section 5 (Technical Specification) of this NIT.
16. The Tenderer, at his own responsibility and risk to visit and examine the site of works and its surroundings and obtained all information that may be necessary for preparing Bid and entering into an agreement for the work / works as mentioned in the NIT, before submitting offer with full satisfaction. The costs for visiting the working site shall be at the tenderer own expense.
17. The intending Tenderers shall clearly understand that whatever may be the outcome of the present invitation of the Bid, no cost of Bidding shall be reimbursable by the Tender Inviting Authority. The Tender Inviting Authority reserves the right to accept or reject any / all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the Tenderer at the stage of Bidding.
18. Payment of supply materials will be depended on availability of fund. Intending tenderers may consider this criteriawhile submission of tender and quoting their rate through online.
19. No Conditional Bid / Incomplete Tender will be accepted under any circumstances.
20. The intending tenderer(s) required to quote the rate in item rate BOQ to tender online considering that no escalationand / or price adjustment will be allowed by the department under any circumstances.
21. At any stage during scrutiny, if it is found that the credential or any other papers which the Tenderer uploaded during Bidding process, found incorrect / manufactured / fabricated, that bid will be considered a nonresponsive and outright rejected with forfeiture of Earnest Money and action will be taken as per stipulation of IT Rules in force.
22. The Tender Inviting Authority reserves the right to cancel the NIT due to unavoidable circumstances and no claim inthis respect will be entertained.

Any further information along with WBSEDCL's Revised Purchase Policy may be had from the Website: www.wbsecl.in and the following office:

Office of the Chief Engineer (Procurement & Contracts),
West Bengal State Electricity Distribution Company Limited,
Vidyut Bhawan, 4th Floor, Bidhannagar, Kolkata - 700091.
Phone No. 033-2319-7563

INSTRUCTIONS TO THE BIDDERS (ITB)

1. **General guidance for e-Tendering:** Instructions/Guidelines for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.
2. **Registration of Contractor:** Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System of West Bengal, through logging onto <http://www.wbtenders.gov.in> (the web portal) the contractor is to click on the link for e-Tendering site as given on the web portal.
3. **Digital Signature certificate (DSC):** Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause-2 of Instruction to Tenderer. DSC is given as a USB e-Token.
4. **Downloading of Tender documents:** The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once logs on to the website mentioned in clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
5. The bidder shall deposit the requisite earnest money through online mode only. Following payment options are available for online payment of EMD, for the intending bidders,
 - (a) **Net-banking through Payment Gateway.**
 - (b) **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 e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.
 - (c) **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. Physical copy of BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT. EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. ***Partial payment through online mode and remaining submission through BG is not allowed.***
6. **General Instruction for Online Payment:**
 - (a) The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
 - (b) 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.
 - (c) In case actual EMD 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).

- (d) 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 of EMD Amount:

- (a) 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.
- (b) For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- (c) The bank account used for payment of EMD by 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.
- (d) 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. Submission of Tenders:** Tenders are to be submitted through online to the website in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded (virus scanned copy) duly Digitally Signed. The documents will get encrypted (transformed into non readable formats/.pdf format).

Technical proposal: The Technical proposal should contain scanned copies of the following standardized formats in two folders :

- a) Statutory Folder Containing
- i. Bank Guarantee towards earnest money (EMD) as prescribed in the NIT (For those bidders, who want to submit EMD in form of BG).
- b) Non-Statutory Folder Containing
- i. Company details
 - ii. I.T. return for last 3 (three) financial years,
 - iii. PAN Card details
 - iv. GST registration certificate.
 - v. Credentials: As mentioned in Eligibility criteria

Manufacturer's certificate/ Distributor's certificate, Purchase Orders, Dispatch Instructions (if any), Signed Challans and valid Type test report from NABL accredited Laboratory as per IS-13703, Make & Brand of delivered materials with approved valid GTP and Drawing of NABL for acceptance of the Technical Bid unless of which the bid may be considered as non responsive.

Note: Failure of submission of any of the above mentioned documents will render the tender liable to be rejected for both statutory & non statutory cover.

THE ABOVE STATED NON-STATUTORY / TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER:

Click the check boxes beside the necessary documents in the My Document list and then click the tab "**Submit Non Statutory Documents**" to send the selected documents to Non-Statutory folder. Next Click the tab "**Click to Encrypt and upload**" and then click the "**Technical**" Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-category Description	Details
			a) PAN Card. b) GST Registration Certificate (including HSN and SAC Code). c) Copy of I.T. return for last 3 assessment years
2	Company Detail(s)	Company Detail	Manufacturer's certificate/ Valid Dealership certificate.
3	Technical Details	GTP & Drawing	Type test report from NABL accredited Laboratory as per IS-13703.
4	Credentials	Credential	All categories of intending Tenderers who have successfully delivered tendered items to WBSEDCL / other Power Utilities / Other Govt. Departments against Purchase Orders, Inspection Offer letter (if any), Despatch Instructions (if any), Signed Challans etc. for completing supply & installation of: (a) Similar type of HVD of similar voltage level against a contract of any value, & (b) HVD of similar voltage level against a particular contract of amount not less than 50% of the estimated Price of the tender. (both i & ii should be satisfied)
5	Financial Information	Financial Information	Copy of IT returns for last 3 assessment years
6	Earnest Money and Cost of Tender	Earnest Money	Scanned copy of BG. (For those bidders, who want to submit EMD in form of BG)

Financial proposal: The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to quote the rate (on item rate) online through Computer in the space marked in the BOQ. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

9. Cost of bidding: The Tenderer shall bear all cost associated with the preparation and submission of their bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

10. Opening, Evaluation and comparison of bids: On examination of document submitted under different covers WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step. Evaluation of bid will include and will take into account Cost of purchase items including taxes & duties etc. but excluding GST. The owner shall evaluate and compare only the bids (Item rate BOQ) determined to be substantially responsive. The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document also. Evaluated bid price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract if satisfied all requirements. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

(a) **Opening of Technical proposal:** Technical proposals will be opened by the Divisional Manager,

Krishnagar Division Office, Road Station, Krishnagar, Nadia, PIN-741101, WBSEDCL and his authorized representatives electronically from the web site stated using their Digital Signature Certificate (DSC) only who have submitted cost of tender and EMD in offline mode within scheduled date and time. Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected. Summary list of technically qualified tenderers will be uploaded online. Pursuant to scrutiny & decision of the Department, the list of eligible tenderers will be uploaded in the web portal.

- (b) **Techno-commercial Evaluation:** On examination of documents submitted under different covers WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step. The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document. Evaluated bid price of all tenderers shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract. Conditional rebate, if any, offered by any tenderer shall not be considered in Bid evaluation.
- (c) **Opening and evaluation of Financial Proposal:** Financial proposals of the declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date. The encrypted copies will be decrypted and the rates will be read out to the tenderers remaining present at that time. After opening of the financial proposal the preliminary summary result containing inter alia, name of tenderers and the rates quoted by them will be uploaded. The Tender Accepting Authority may ask any of the so to justify the rate quoted by that Bidder.

11. Language and measures: All documents pertain to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions, drawings or any other writings be written in English language.

12. Notification of Award: Prior to expiration of Bid validity the Employer shall notify to the successful tenderer in writing the Letter of Award. The tenderer shall provide unconditional acceptance of LOA within one week. Failure of the successful tenderer to comply with the requirement of acceptance of LOA shall constitute sufficient ground for the annulment of the Award and forfeiture of Bid security /EMD.

13. Corrupt or fraudulent practice: Owner expects that Tenderers/Suppliers/Contractors observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the Owner: Defines, for the purposes of this provision, the terms set forth below as follows : **i)** "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and **ii)** "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner, and includes collusive practice among Tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition. **iii)** Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. **iv)** will declare a firm ineligible, either indefinitely or for a stated period of time, if Owner any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITION OF TERMS: In writing these General Conditions of Contract, Specification and Bill of Quantity / Bidding Schedule (Schedule of work), the following words shall have normally the meanings here-in-after indicated unless there is something in the subject matter of content inconsistent with such construction.

The *Company / Purchaser / Owner / Department* shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), having its 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 Tenderer 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 Tenderer 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://wbttenders.gov.in> (the web portal).

4. SECURITY DEPOSIT:

4.1 The successful Tenderer within 7 (Seven) days of receipt of LOI / order, shall submit his unconditional acceptance in writing failing which the Department shall have the right to terminate the LOI / Order as per rule and earnest money submitted along with the tender will be forfeited.

1% of claimed Bill shall have to be converted as Security money so that total security shall not less than 3% (three percent) of the total value of works as actually done. All security money shall be refunded after expiry of warranty period.

4.2 **Additional Performance Security when the bid rate is 80% or less of the estimate put to tender and no increase in scope of work of projects during execution phase:** All bids in the range of -20% to -80% of the estimated rate shall furnish an additional performance security in the format given in the annexure which shall be equal to 10% of the tender amount. The additional performance security shall be permitted in the form of a Bank Guarantee from any scheduled bank as per the enclosed format before the issuance of the order. Validity

period of BG must be 02 years with a claim period of another 03 months.

5. REFUND OF EARNEST MONEY DEPOSIT (EMD): The earnest money shall be retained initially for all tenderers. Refund of earnest money of the unsuccessful tenderers shall be made immediately after finalization/placement of order on submission of original receipt duly pre- receipted along with an application. The earnest money for the successful Tenderer shall be refunded only after submission of Security Deposit.

6. FORFEITURE OF EARNEST MONEY DEPOSIT (EMD): (i) If successful Tenderers fail to accept Purchase Order / LOI issued within their offered validity period, (ii) if any 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: (a) 97% payment of bill will be made within 45 (forty five) days from the date of submission of bill against Original receipt Challan/ Invoice signed by an officer in the rank Jr. Engineer (Grade-I) /Jr. Manager (Stores) attached to the respective stores. (b) Balance 03% payment will be made within 45 (forty five) days of submission of bills along with SRV after expiry of warranty period.

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

9. PAYING OFFICER: The AM (F&A), Krishnagar Division, WBSEDCL shall be the Paying Authority.

10. CONTROLLING OFFICER: The Divisional Manager, Krishnagar Division shall be the Controlling Officer for the abovementioned work.

11. WARRANTY: 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. LIQUIDATED DAMAGE FOR DELAY IN DELIVERY: The time of delivery 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.

13. MANNER OF EXECUTION OF CONTRACT: The successful tenderer has to submit acceptance of the LOI / Order within 7 (Seven) days from the date of issue of the Letter of Intent / Order.

14. EXTENSION OF TIME: An extension of time without imposition of liquidity damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted timely (within schedule time of completion) by

the contractor who has to establish that the extension of time required by him is not due to his fault.

15. 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.

16. 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.

17. 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.

18. 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 tenderer or on any other tenderer, as a result of which the extracost thus liable to be incurred shall be realized from the original supplier's pending bills which may be lying with the WBSEDCL.

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 fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

Signature of the Tenderer

Dated _____

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 Tenderer

Dated _____

ANNEXURE-III

Dated:_____

DECLARATION BY THE TENDERER

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 Tenderer

Postal address of the Tenderer

Annexure - IV

**FORMAT OF THE BANK GUARANTEE FOR
ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

To

The (Designation of Engineer-in-Charge)

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

.....

West Bengal,

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 and branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upto a total 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 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 within 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 of 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. uptoof this guarantee all our liabilities under this guarantee shall cease to exit.

Signed and sealed this dayof2021.....at

SIGNED, SEALED AND DELIVERED
For and on behalf of the Bank

By: (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 - V

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref.

Date:

To

.....

.....

.....

West Bengal

Dear Sirs,

Sub: Extension of Bank Guarantee No..... for Rs..... favoring yourselves,
expiring on..... on account of M/s..... in respect of Contract
No.....doted (hereinafter called original Bank Guarantee).

At the request of M/s..... We.....Bank, branch office at..... and having its Head
Office at do hereby extend our liability under the above mentioned Bank Guarantee
No..... dated for a further period of.....(Years/Months] from..... to expire
on..... Expect as provided above, all other terms and conditions of the original bank guarantee
No.....dated..... shall remain unaltered and binding.

Please treat this as an Integral part of the original bank guarantee to which it would be attached.

Yours Faithfully,

For.....

Manager/Agent/Accountant.

Power of Attorney No.....

Dated.....

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate value shall be purchased in the name of the bank who has issued the Bank Guarantee.

GENERAL TECHNICAL PARTICULARS (GTP)

1.0 The High Voltage Detector (HVD) shall be suitable for detection of liveness of electrical infrastructure including overhead bare conductor distribution lines. The HVD shall start annunciation with flashing Red LED display and buzzer beeps indicating that the line / infrastructure is LIVE and. not safe to earth and/or carry out any operation. Sensing distance shall have to be at least 3M for 33 kV and 1 M for 1 J kV lines and 5" for 415 V lines.

2.0 SERVICE CONDITION:

The High Voltage Detector to be supplied as per this specification shall be capable of detecting live lines on bare conductors under hot, tropical and dusty climate and shall be suitable for satisfactory operation under the following tropical conditions.

- a) Maximum Ambient Air Temperature in shade: 50°C
- b) Minimum Ambient Air Temperature:(-) 5°C
- c) Maximum Relative Humidity: 95 %(non- condensing)
- d) Minimum Relative Humidity: 10%
- e) Maximum Rainfall: 2000 mm
- f) Maximum wind Pressure: 150Kg/Sq.mm
- g) Climatic condition: Moderately hot & humid tropical climate

3.0 SYSTEM CONDITIONS:

The High Voltage Detector is intended for use in LT & HT Distribution System. Distribution System is 1Φ2W / 3Φ3W / 3Φ4W and has the following data:

System Voltage Level	Nominal System Voltage	33 kV	11 kV	415 V
	High System Voltage	36kV	12 kV	440 V
	Line to Earth Voltage(Nominal)	19.05 kV	6.35 kV	230V
Insulation Level (Lightning Impulse Voltage)		170 kV	95 kV	1.1 kV
Power Frequency withstand Voltage		70kV	28 kV	NA
Rated Frequency		50 Hz		
Insulation Resistance		Greater than 100 MΩ		
Sound Pressure		90dB/Metre ± 10dB/Metre		

4.0 Power Supply:

- a) Dry Battery with Suitable Voltage Ratings
- b) Commercially available everywhere
- c) Current Consumption: 30 mA (maximum)
- d) Easily replaceable at field level
- e) Battery Low Indication

5.0 SELF DIAGNOSTIC FEATURE:

The High Voltage Detector shall be capable of performing complete self diagnostic check in off-line mode with buzzer & flashing LED to ensure the working of the probe before taking on site.

6.0 APPLICABLE STANDARDS:

6.1 The HVD Probe shall conform to IS 2071(Part-I)/IEC 61243-1

6.2 The Telescopic Rod pieces shall conform to IS 13770(1993)/ IEC Pub 855(1985)/ IEC 61235

7.0 GENERAL & CONSTRUCTIONAL REQUIREMENTS:

7.1 HVD shall be designed and constructed in such a way so as to avoid any danger to the operating personnel during use and under normal conditions.

7.2 The H.VD shall sense liveness of the system in non-contact condition. However, even if the HVD comes in contact with live part, its functionalities shall remain unaltered and safety of the user shall not be affected.

7.3 The HVD shall intelligently sense the presence of voltage without any adjustable pot setting.

7.4 It shall have the capability to warn the user with audio annunciation as well as with visual indication about liveness of the system from a safe distance as per IE rule 1956.

7.5 A buzzer shall produce a loud beep which shall be audible even in noisy back grounds.

7.6 Bright high intensity Red LEDs shall provide clear visual indication even in unfavourable daylight conditions.

7.7 The HVD shall have self-test button to diagnose the battery and proper functioning of the HVD.

7.8 The HVD shall have facility of replacement of the power supply battery easily.

7.9 The HVD shall have universal connecting link for the attachment of the Telescopic Rod.

7.10 The Telescopic Rod shall be of electrically non-conducting, non-allergic, non-hygroscopic, non-ageing material of tested quality with piece to piece self- locking arrangement.

7.11 All insulating materials used in the construction of HVD shall be non-hygroscopic, non-ageing and tested quality.

7.12 The silicon petticoat arrangement shall be fixed on rod for decrease of the flash over contact

probability with the operator.

7.13 The detector shall not have any external accessibility to change the voltage or the sensing distance to ensure the safety of a user to avoid confusion at the site.

8.0 DETECTION INDICATION:

8.1 The High Voltage Detector shall give the indication with High Intensity LEDs with flashing arrangement there by providing the suitable indication in day light.

8.2 The High Voltage Detector shall give audible sound for the presence of live line so that it can be suitably used in populated and noisy areas for easy operation.

9.0 DIMENSIONS:

9.1 The High Voltage Detector probe shall have universal connecting link with suitable length for the attachment of the Telescopic Rod.

9.2 Length of the Telescopic Rod shall be at least 4800 mm.

9.3 The detachable type Telescopic Rod shall have four sections/pieces, each section/piece having maximum length of 1600 mm & minimum length of 1200 mm (including coupling) with the bottom section having Locking arrangement, to reach the required distance/ height.

9.4 The outer diameter of the bottom part of the Telescopic Rod shall not exceed 45 mm with tolerance as per IS.

10.0 SUITABLE CARRYING CASE:

The High Voltage Detector with accessories shall be supplied with the carrying case so as to be carried by the operating person easily & individually.