

**WBSEDCL**

পুৰুলিয়া পাম্পড্ স্টোৰেজ প্ৰজেক্ট

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Govt. of West Bengal Enterprise)

Office of the Project Site-In-Charge

PURULIA PUMPED STORAGE PROJECT SITE

BAGMUNDI, DISTRICT: PURULIA,

WEST BENGAL - 723152, INDIA

PHONE 91-03252-250201, E-mail ppsp.site@wbasedcl.in

NOTICE INVITING e-TENDER

Tender Notice No. WBSEDCL / PPSP Site / IPH/ Proc./eNIT/22-23/30/1150

Dated: 06.02.2023

West Bengal State Electricity Distribution Company Limited (WBSEDCL) executed 4 X 225 MW units of Purulia Pumped Storage Project at Purulia, West Bengal. Sealed tenders are invited by The Addl. Chief Engineer & Project Site – in – Charge, Purulia Pumped Storage Project Site, WBSEDCL, Bagmundi, District: Purulia, West Bengal, PIN:723152 from bonafide eligible, resourceful and experienced contractors having requisite credentials of supply & delivery of the machinery / equipment to WBSEDCL / other Power Utilities / other Govt. Departments/Other reputed company in earlier occasions for the following works at PURULIA PUMPED STORAGE PROJECT Site, WBSEDCL at P.S. Bagmundi, Dist. Purulia, West Bengal, PIN CODE - 723152. (Submission of Bid through online only)

Sl. No	Name of the work	Estimated Amount (Rs.) excluding GST.	Earnest Money Deposit (EMD) (Rs.)	Tender fee
1.	SUPPLY AND DELIVERY OF Digital Input Relays (Model: PT280220, Make: Tyco/ TE Connectivity) for 4 x 225 MW PPSP Power House, WBSEDCL.	INR 8, 77, 500 /- (Rupees Eight Lakhs Seventy Seven Thousand and Five Hundred only)	INR 17, 550/- (Rupees Seventeen Thousand Five Hundred and Fifty Only)	NIL

- Intending bidder should download the tender documents from the website <https://wbtenders.gov.in> directly with the help of his Digital signature Certificate. Necessary Earnest Money Deposit (EMD) should be paid in full through online mode only as mention at Instructions to Bidders.
- Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed by the Bidder through the website <https://wbtenders.gov.in>. (Details of which has been narrated in 'Instruction to Bidders').
- Eligibility criteria for participation in tender:**
 - The bidders shall have credential for successfully executed for supply & delivery of the machinery / equipment to WBSEDCL / other Power Utilities / other Govt. Departments / Other reputed company in earlier occasions within last three financial years subject to fulfilment of the following criteria:
 - One similar completed work (i.e. electrical) costing not less than the amount equal to 50% of estimated value within last three financial years.
 - In case of composite job within last three financial years i.e. electrical and other type of job, in that case the value of electrical job will be at least 50% of estimated value.
 - The bidders shall submit copy of IT returns along with related enclosures for last three years.
 - All categories of prospective Bidders shall have to submit valid copies of current Professional Tax receipt Challan, E.P.F. Registration number (If Applicable), GST Registration no, PAN Card and Income Tax Return for last three financial years, Trade License in respect of the prospective Bidder, Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License), Ltd Company (Incorporation certificate, Trade License), Co-operative Society (Society Registration copy, trade Licence).

- D) Technical Criteria: Bidders should comply the technical specification of the tendered item in all respect, any deviations on lower side are not acceptable. The detailed Technical Specification is attached at CHAPTER – 4 for reference. The bidder is to comply the same in all respect and submit accordingly.
- E) 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. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process. (A declaration in this respect has to be furnished by the prospective bidders). [Non-statutory Documents]
4. The FINANCIAL OFFER of the prospective bidder will be considered only if the TECHNICAL BID of the Bidder is found qualified by the WBSEDCL. The decision of the WBSEDCL will be final and absolute in this respect. The list of Qualified Bidders of Technical Bid will be displayed in the website, mention above.
5. Bid shall remain valid for a period of 180 (one hundred eighty) days from the date of opening of Price Bid. If the bidder modifies/withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of Earnest Money Deposit (EMD).

6. **Date and Time Schedule:**

Sl. No.	Particulars	Date & Time
1.	Publishing Date	15.02.2023 at 10:00 hrs
2.	Documents download start date	15.02.2023 at 11:00hrs
3.	Seek Clarification Start Date	15.02.2023 at 12:00 hrs
4.	Seek Clarification End Date	17.02.2023 at 12:00 hrs
5.	Pre-Bid Meeting Date	20.02.2023 at 11:00 hrs
6.	Bid submission start date	25.02.2023 at 11:00 hrs
7.	Bid Submission end date	24.03.2023 at 15:00 hrs
8.	Technical Bid opening date	29.03.2023 at 15:00 hrs
9.	Financial Bid opening Date (Online)	To be intimated later

7. The Bidder at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender. The cost of visiting the site shall be at the Bidder's own expense. Before submission of the bid, Bidders are requested to make themselves fully conversant with the site conditions, labourer conditions, specifications, schedules, drawings and other information so that no ambiguity may arise in these respects subsequent to the submission of the tender. Representative of the Bidders should visit the sites to assess the site conditions prior to submission of bid.
8. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the WBSEDCL. The WBSEDCL reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at any stage of Bidding.
9. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Eligibility Criteria' before tendering the bids.
10. Exemption from deposition of earnest money deposit (EMD) shall not be allowed under any circumstances.
11. Conditional / Incomplete tender will not be accepted under any circumstances.
12. Mobilization advance and secured advance will not be allowed.
13. The intending Bidders are required to quote rate online.
14. A prospective Bidder shall be allowed to participate in the tender either in the capacity of individual or as a partner of firm. If found to have applied severally in a single job, all his offers will be rejected for that job.
15. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
16. Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.
17. The eligibility of a Bidder will be ascertained on the basis of the documents submitted by a Bidder in support of eligibility criteria. If any document submitted by a Bidder is either incorrect / manufactured / fabricated or false at any stage, his Tender will be rejected and legal action will be taken against him.
18. Price preference will not be allowed to any contractor based on the size of the company or its geographic location. Co-operative Society / MSME will not be considered with separate status.
19. Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders, General Conditions of Contract and scope of work of this tender.

20. Any further information may be had from the website: www.wbsedcl.in and the following office :-

*Office of the Additional Chief Engineer & Project Site – in – Charge
Purulia Pumped Storage Project Site
West Bengal State Electricity Distribution Company Limited,
Bagmundi, District: Purulia,
West Bengal,
PIN - 723152.
E-mail : ppsp.site@wbsedcl.in*

21. The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tender(s). WBSEDCL reserves its right to take decision keeping its financial interest.
22. The WBSEDCL reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained. In such case EMD will be refunded without any interest but cost of tender document will not be refunded in any case.

K. Raitis
06/02/23
**Addl. Chief Engineer & Project Site – in - Charge
PURULIA PUMPED STORAGE PROJECT SITE**

Chapter-1

INSTRUCTION TO 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.

ITB.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.

ITB.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 above. DSC is given as a USB e-Token.

ITB.4. Downloading of Tender Documents :

The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

ITB.5. Submission of Tenders:

General process of submission:

Tenders are to be submitted online along with all necessary documents, as asked for in the tender to the website stated in above, in two folders at a time, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using Digital Signature Certificate (DSC). The Bidder 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. The bidder needs to download the Forms / Annexure, 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). The uploaded Documents will get encrypted (transformed into non readable formats).

All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Bidder should take note of all the addendum/corrigendum related to the tender and upload the latest digitally signed documents as part of the tender.

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

ITB.6. A. Technical Proposal :

It containing following two covers –

A-1. Statutory Cover

Statutory cover Containing three type of document - (a) NIT (b) Annexure & (c) Forms.

(a)NIT folder containing Downloaded and uploaded copies (Digitally Signed) of the following:-

- i. NIT.
- ii. General conditions of contract and scope of works.
- iii. Additional Terms & condition if any.
- iv. Addenda/Corrigenda: if published.

(b)Annexure Folder containing–

- i. Letter of Bid (Annexure-I) duly filled and signed on Letter Head of Bidder.
- ii. Proforma for Undertaking (Annexure-II) duly filled and signed on non-Judicial stamp paper.
- iii. Bid proposal (Annexure- III) duly filled and signed on Letter Head of Bidder.
- iv. Declaration of Black Listing / Holiday Listing (Annexure –IV) duly filled and signed on Letter Head of Bidder.
- v. Price Schedule in unpriced condition (Annexure-V) duly filled and signed.
- vi. Proforma of Bank Guarantee for Performance Bond (Annexure-VI) – *For successful bidder only*
- vii. Format of Indemnity Bond (Annexure –VII) – *For successful bidder only.*
- viii. The bidder is to mention applicable percentage only in respect of GST, if applicable, in the space marked in the Annexure -V. HSN / SAC i.r.o. each item is to be mentioned.

(c)Forms Folder containing –

- i. Key Information about the Bid (Form-I) duly filled and signed by Bidder.
- ii. Declaration Sheet (Form-II) duly filled and signed.
- iii. Guarantee Technical Particulars (Form-III) duly filled and signed by Bidder.
- iv. Statement of order executed during last three financial year (Form-IV) duly filled and signed by Bidder.
- v. Statement for Current Contract Commitments / Works In Progress (Form-V) duly filled and signed by Bidder.
- vi. Mandate Form (Form-VI) duly filled and signed.
- vii. Check List (Form-VII) duly filled and signed by Bidder.

A-2. Non Statutory Cover containing -

- i. Copy GST registration certificate. The bidders shall have to quote their respective GSTIN of respective state / office.
- ii. Copy of PAN card.
- iii. Copy of Professional Tax (PT) registration certificate and Current Professional Tax (PT) submission Challan.
- iv. Copy of Registration certificate under company Act (if any).
- v. Copies of latest Income Tax return for last three Assessment years (AY 2022-23, AY 2021-22& AY 2020-21).
- vi. Purchase Orders, work completion certificates/performance certificates etc. in support of completion of work against a particular contract.
- vii. List of Orders in hand, along with Order values to be executed within one year of bid submission.
- viii. OEM catalog with details specification (if available).
- ix. Copy of documents in support of Credential for successfully executed work in WBSEDCL / other Power Utilities / other Govt. Departments / Other reputed company during last 3 financial years subject to fulfilment of the eligibility criteria as requirement given in Sl. No. 3 (A) of NIT.
- x. Any other documents found necessary.

B. Financial Proposal (in one cover/folder)

- i. The financial proposal should be one cover (folder) containing bill of quantities (BOQ) the contractor is to quote the item rate (without GST) online in the space marked for quoting rate in the BOQ 'Item Rate basis" in the space marked designated Cell for quoting rate. Quoted rate will be encrypted in the BOQ under Price Bid.
- ii. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

Note: Tenders are to be downloaded the standardized Annexures / Forms, fill up the particulars in the designated Cell and upload the same in the designated location. OEM catalog with details specification of offered item should be uploaded in the designated location (If available).

ITB.7. Opening and Evaluation of Tender:

Tenders will be opened on the pre-scheduled date and time as per N.I.T.

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

A.1. Opening of Technical Proposal

- i. Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the web site stated using their Digital Signature Certificate. Intending tenderers may remain present if they so desire.
- ii. Technical proposals for those tenderers whose EMD have been received will only be opened. Proposals corresponding to which EMD has not been received, will not be opened and will stand rejected.
- iii. Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.

A.2. Techno-Commercial Evaluation

- i. On examination of document submitted under different covers WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.
- ii. While evaluation the authorized representatives of WBSEDCL may request any of the bidder & seek clarification / information or bidder/s may be asked for producing original hard copy/s of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.
- iii. Pursuant to scrutiny & decision of the Tender Inviting Authority of WBSEDCL the summary list of Techno-Commercially eligible bidders will be uploaded in the web portals.
- iv. Date of opening of financial proposal will be intimated to the techno-commercially qualified Bidders.

B.1. Opening of Financial Proposal

- i. Financial proposals of the Bidders declared techno-commercially eligible will be opened by the Tender Inviting Authority or his authorized representative electronically from the web site stated using their Digital Signature Certificate. Intending bidder(s) may remain present if they so desire. Not more than two (2) representatives of each Bidder shall be permitted to attend the opening of tenders.
- ii. The encrypted copies will be decrypted and the item-wise basic 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. 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.

B.2. Financial Evaluation

- i. The bids shall be evaluated on the basis of "Overall Price" quoted by the contractor as mention in BOQ.
- ii. 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 Overall lowest price will be selected for award of contract.
- iii. The Tender Inviting Authority may ask any of the Bidders to submit analysis to justify the rate quoted by that Bidder.
- iv. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
- v. Overall lowest valid rates 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 which are not liable to be expressed to the Bidders.

ITB.8. Responsibility of Bidders :

A. Purulia Pumped Storage Project (4X225MW) (PPSP) is an underground Power House situated in the District of Purulia, West Bengal. It is imperative for each bidder to acquaint himself of all local laws, conditions and factors which may have effect or bearing on the execution of works and supplies under the scope of this Tender. In their own interest, the bidder are required to familiarize themselves with the Acts and other related Acts and laws and regulations of India, with their latest

amendments as applicable. WBSEDCL shall not entertain any clarifications from the bidder regarding such local conditions at PPSP Site. Bidder may visit PPSP Site on his own cost for better understanding.

B. WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interruption or deductions, the bidder may derive from the data furnished by the 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.

C. It shall be the responsibility of the bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this contract including in particular all factors that may affect the cost, duration and execution of the works. It must be understood and agreed that such factors have properly been investigated by physically visiting the site and considered while submitting the bid. The contractor will also be considered as having acknowledged that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the work.

D. Claim, whatsoever, including those for financial adjustment to the contract awarded under these specifications and documents will not be entertained by the WBSEDCL. Neither any change in time schedule of contract nor any financial adjustments arising thereof shall be permitted by the WBSEDCL, which are based on the back of such clear information of its effect on the cost of the contract to the bidder.

E. The bidder is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, specifications and manning pattern in the bidding document. Failure to comply with the requirements of bid submission will be at the bidders own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.

ITB.9. Cost of Bidding :

The bidder 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.

ITB.10. Clarification of Bidding Document :

A) Should there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBSEDCL, marked to the Additional Chief Engineer & Project Site – in – Charge, Purulia Pumped Storage Project Site, Bagmundi, District: Purulia, West Bengal – 723152 within the date specified for this purpose. The clarification given in the pre-bid discussion shall be final and binding on the bidders, being a part of the original Bid Documents.

B) Pre-Bid meeting :

i. A Pre-Bid meeting shall be arranged by WBSEDCL in which all the bidders will be requested to be attend (maximum of two nos person from each bidders are to be allowed to present in that meeting).

If there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder may submit their queries to the tendering authority before the specified date. The clarification given in the pre-bid discussion shall be final and binding on the bidder, being a part of the original Bid Documents.

ii. Non attendance of the Pre-Bid discussion will not be a cause for disqualification of bidders.

iii. Pre-Bid proceeding shall be circulated among all bidders through online.

ITB.11. Earnest Money :

Earnest Money Deposit (EMD) should be paid in full through online mode only. Partial payment is not allowed. To pay EMD through online mode the prospective Bidders shall have to select the tender to bid and initiate payment of EMD. 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.

The bidder will have to mandatorily pay through Net-banking facility once net banking mode is opted for payment.

Status of NEFT / RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT / RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.

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.

A Tender not accompanied by Earnest Money shall be disqualified.

Earnest Money is to be forfeited: (a) If the Tenderers withdraw tender during the period of "Processing the Tender". (b) In case of successful Tenderer fails to accept the LOI/ Order in specific time limit unconditionally.

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 after receiving of the valid Performance Security as indicated hereunder.

If the successful bidder, after award of contract, fails to submit a Performance Security as specified in this document, the Earnest Money submitted by him will be forfeited to compensate WBSEDCL.

No interest will be paid on any Security for any reason whatsoever.

For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/ 13 since payment gateway facility used by E-tender portal is maintained by ICICI.

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

The Bidder shall collect D.C.R. from the respective cash section for deposition of earnest money. The earnest money shall be released on submission of original receipt duly pre-receipted along with an application.

For return of the Earnest Money of the successful bidder is to apply for the same to the Additional Chief Engineer & Project Site – in – Charge ,Purulia Pumped Storage Project Site, WBSEDCL, giving the reference to the NIT No., date of tender, amount, mode of Earnest Money deposited and valid Performance Security details/copy – all in a complete manner.

ITB.12. Process to be Confidential :

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

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

ITB.13. Time Schedule :

The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the NIT.

ITB.14. Language and Measures :

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

metric system of measurement shall be used exclusively in this contract.

ITB.15. Penalty for Suppression / Distortion of Facts :

If any Bidder fails to produce the original hard copies of the documents or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tender committee will take action as deem fit against such defaulting Bidder. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for WBSEDCL's action.

ITB.16. CORRUPT OR FRAUDULENT PRACTISE :

WBSEDCL expects that bidders' /contractors' observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the owner defines for the purpose of this provision, the terms set forth below as follows :

A. "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.

B. "Fraudulent Practice" means misrepresentation of facts in order to influence a procurement process of the execution of a contract to the detriment of the owner, and includes collusive practice among bidders (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.

C. WBSEDCL Will reject a proposal for award if the owner determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.

D. WBSEDCL 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.

ITB.17. Award of Contract :

The acceptance of tender and award of contract to Bidder rests with the WBSEDCL. It shall not be obligatory on the part of the WBSEDCL to accept the lowest tender. The WBSEDCL would be at liberty to accept any tender, lowest or otherwise, in whole or in part and to reject any or all tenders received, without assigning any reason, and no explanation can be demanded by any Bidder in respect thereto.

On finalization, WBSEDCL will communicate acceptance of tender to the successful bidder by Purchase Order. The successful Bidder shall communicate the acceptance of the Purchase order within a specific period to be mentioned on the order.

ITB.18. Amendment of Bidding Documents :

A. At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing amendments. Any such amendment shall be part of the bidding document.

B. Such amendment(s) will be published on the same website mentioned above. WBSEDCL will bear no responsibility or liability arising out of non-pursuance of the same in time or otherwise by the bidder. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, WBSEDCL may, at its discretion, extend the deadline for submission of bids. Such amendments, clarification, etc. shall be binding on bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bids.

ITB.19. Commercial Deviations :

The Bidders are not allowed to take any commercial deviation from the stipulations as laid down in "Conditions of Contract" of the Bid Document. If such deviations are taken, the Bid shall be liable for rejection.

ITB.20. 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 or worked 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.

A declaration as per "Annexure-IV" of the tender document is to be submitted by the bidders.

ITB.21. Period of Contract :

The period of the contract to be awarded to the successful Bidder shall be as followed:

Supply and Delivery shall be completed within Four (04) months from the date of issue of the Purchase Order with one (1) year onsite guarantee/ warranty from the date of successful completion of all Supply and Delivery work.

CHAPTER-2

CONDITIONS OF CONTRACT

1.0 PRICE :

Quoted price for Purulia Pumped Storage Project Site, WBSEDCL, Bagmundi, Purulia, West Bengal, India, PIN-723 152. It is firm inclusive all like tax, duty, transportation & transit insurance and other, if any till successful completion of the entire work and no price variation shall be allowed for any reason whatsoever. Only GST as applicable will be payable extra as per law. GST Payable = (Output GST – Input GST). Import of goods attract IGST besides Basic Custom Duty.

All type of Taxes, duties, Levies, Charges and Surcharges except GST prevailing on date or which may come in future is to be borne by the Contractor.

The Contractor shall have no claim on the owner for additional payment in respect of any cost which was not approved by the owner earlier.

2.0 PERFORMANCE SECURITY :

The contractor within thirty (30) days of award of contract shall furnish at his own cost a Bank Guarantee from an Indian Scheduled Commercial Bank for an amount equal to three percent (3%) of the contract value for faithful and due fulfillment by the contractor of all obligations under the terms and conditions of the contract. Such security deposit shall be held by the WBSEDCL, as security for satisfactory performance of the material in compliance with the requirement stipulated in the order.

The validity of the Bank Guarantee / performance security shall be up to three (3) month from the expiry of the warranty period, with a claim period for another six (6) months from the date of expiry of the validity and same may be extended from time to time, if required. The B.Gs are to be extended/revalidated by the contractor to maintain the above time schedule for delay in physical delivery / service due to any reason whatsoever.

The form and content of the aforesaid Guarantee shall be according to the Proforma enclosed herewith as "Annexure –VI". The Guarantee shall provide for payment there from of any damage to WBSEDCL for failure of the contractor to meet its obligation under the contract. The Bank Guarantee shall be returned when all the obligation under the contract have been duly fulfilled.

In lieu of Bank Guarantee, the contractor may deposit three percent (3%) of the contract amount in the form of Crossed Bank Draft issued by an Indian Scheduled Bank drawn in favour of West Bengal State Electricity Distribution Company Limited, payable at Kolkata or Matha (West Bengal). Such retention amount without any interest will be released after expiry of the guarantee period, or submission of an acceptable Bank Guarantee.

The security deposit should be furnished to the paying officer under intimation to Additional Chief Engineer & Project Site – in – Charge, Purulia Pumped Storage Project, WBSEDCL.

No claim shall be made against WBSEDCL in respect of interest on Security Deposit.

The Bank Guarantee should be executed in line with Proforma enclosed with the order. **The Security Deposit is liable to be forfeited in case of non-compliance of order or failure to complete the order. Order is liable to be cancelled for non-submission of Security Deposit in time with forfeiture of earnest money.**

3.0 TERMS OF PAYMENT :

100% payment will be made on successful completion of work in all aspect at PPSP site within 45 (Forty Five) days from the date and submission of following document to paying authority –

Tax Invoice in triplicate, supply and delivery completion certificate (SRV/ SES) from the controlling officer, Advance Pre – Receipt duly signed on revenue stamp, warranty/ guarantee certificate and submission of performance security.

All statutory deduction as per laws / act and any deduction which the WBSEDCL may make under the contract shall be made from claim bill.

4.0 PAYING AUTHORITY :

The Assistant Manager (F&A), Purulia Pumped Storage Project Site, WBSEDCL, Bagmundi, Purulia, West Bengal, India, PIN-723152 will be the Paying Authority.

5.0 CONTROLLING OFFICER :

The ACE & PSIC, Purulia Pumped Storage Project Site, WBSEDCL, Bagmundi, Purulia, West Bengal, India, PIN-723152 or his Authorized representative.

Contact Detail : ACE & PSIC, PPSP Site, WBSEDCL, Bagmundi, Purulia, e-mail : pssp.site@wbsecl.in

6.0 CONSIGNEE :

The ACE & PSIC, Purulia Pumped Storage Project Site, WBSEDCL, Bagmundi, Purulia, West Bengal, India, PIN-723152 or his Authorized representative.

Contact Detail : ACE & PSIC, PPSP Site, WBSEDCL, Bagmundi, Purulia, e-mail : pssp.site@wbsecl.in

7.0 SUPERVISORY OFFICER:

The DE(E)-IPH, PPSP Site, WBSEDCL, Bagmundi, Purulia, West Bengal, India, PIN-723 152.

Contact Detail : Sri. M. Biswal, DE(E), PPSP Site, WBSEDCL, Bagmundi, Purulia, e-mail : pssp.site@wbsecl.in

8.0 DELIVERY / COMPLETION PERIOD:

Supply and Delivery shall be completed within Four (04) months from the date of issue of the Purchase Order.

Delay beyond the date of delivery as per schedule of Purchase order shall attract imposition of L.D. as per L.D. Clause as per company rule.

9.0 DELIVERY LOCATION :

Purulia Pumped Storage Project Site, WBSEDCL, Bagmundi, District: Purulia, West Bengal, India, PIN-723152.

10.0 GUARANTEE:

Original manufacturer/ Supplier's Guarantee/warranty is to be provided for a minimum period of 12 months from the date of successful delivery of the materials. In case the supply materials are beyond our specification or found defective/damage /broken within the guaranty/ warranty period, the same should be replaced by the agency at their own risk, cost and responsibility within 15 days of intimation.

11.0 SUBMISSION OF CHALLAN AND DOCUMENTS :

Copies of Challans in triplicate are to be submitted to the consignee along with the materials/equipment at the time of physical delivery. The original signed Challan shall have to be submitted to the Paying Authority. The duplicate copies of the challan duly signed by the consignee officer will be returned to the supplier.

The Contractor has to submit details specification, drawing, test certificate, user operation maintenance (if any) manual etc as applicable of supplied materials by them along with the challans. Any delay in submission of above documents beyond the above stipulated period will be on their account.

12.0 ISSUE & SUBMISSION OF WAY BILL:

- a) Waybill if require may be generated from the portal by supplier.
- b) The utilization report is to be submitted to the Sr. Manager (F&A) Indirect Tax, WBSEDCL, Vidyut Bhavan, 6th floor, 'C' Block through this end within 03 days.

13.0 LIQUIDATED DAMAGE FOR DELAY IN DELIVERY/WORK :

The time of delivery / installation 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 delivered / work completed in time stipulated period as per delivery / installation work completion clause. But The Additional Chief Engineer & Project Site – in – Charge, PPSP Site may at his discretion waive this condition and accept the material/ work done with imposition of liquidated damage @ 1/2% of the order value and delivered beyond the schedule delivery period for each week of delay or part thereof upto 10 (ten) weeks and @ 1% of the order value per week beyond 10 weeks subject to maximum of 10% of the order value. Liquidated damage, if any involved, shall be recovered from the outstanding bills/ Bank Guarantee.

14.0 ADDITIONAL LIABILITIES :

The WBSEDCL shall not take any additional liability towards enhanced taxes, duties and price variation beyond the scheduled delivery / work completion period as incorporated in the purchase order/ work order, if the delay is due to any failure on the part of the supplier/ service provider.

15.0 RISK PURCHASE POLICY :

The time of delivery stipulated in the purchase order shall be deemed to be of the essence of the contract and if the supplier / service provider fails to deliver / complete the work any consignment within the period prescribed for such delivery / completion schedule in the said purchase order/work order, the purchaser / service provider shall be entitled to purchase / work such consignment or if not available, the best and nearest available substitute elsewhere on the account and at the risk of the supplier / service provider or to cancel the contract and the supplier / service provider shall be liable to compensate for any loss or damage which the purchaser / service provider may sustain by reason of such failure on the part of the supplier / service provider. The Company at its discretion may not issue subsequent tender if earlier Purchase Order / work 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 / Bank Guaranteeing with the WBSEDCL.

On cancellation of the contract in full or in part, the WBSEDCL shall determine what amount, if any, is recoverable from the contractor for completion of the work or part of the work or in case the work or part of the work is not to be completed, the loss or damages suffered by WBSEDCL. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancellation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by WBSEDCL in completing the work or part of the work or the excess loss or damages suffered or may be suffered by WBSEDCL as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to WBSEDCL in law be recovered from any moneys due to you on any account, and if such moneys are not sufficient, you shall be called upon in writing and shall be liable to pay the same within 30 days.

16.0 CANCELLATION / TERMINATION OF ORDER :

The time period for effecting complete supply / service of the above materials/equipment as indicated through the delivery / work 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 work 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 / service provider pending bills / Bank Guarantee which may be lying with the WBSEDCL.

17.0 SUBMISSION OF DRAWING / DOCUMENTS :

The Contractor has to submit details specification, drawing, test certificate, user operation maintenance manual (if any) etc as applicable of supplied materials by them along with the challans. Any delay in submission of above documents beyond the above stipulated period will be on their account.

18.0 FORCE MAJEURE :

The supplier / service provider 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 / service provider. 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/ service provider.

19.0 LEGAL JURISDICTION:

If any dispute or difference arises with respect to quality/quantity of the equipment/materials/ work 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.

20.0 SAFETY MEASURES :

- a) All the safety rules and codes as applicable to the work shall be followed strictly by the contractor without any exception from WBSEDCL.
- b) All personal protective equipment (PPE) like safety belts, hand gloves, helmets, gumboot, safety shoes, ladders etc. of requisite standard and quality shall be provided by the contractor for his personnel and shall be the property of the contractor.

21.0 TOOLS AND TACKLES :

All tools, tackles and testing equipment required for the execution of the work shall be provided by the contractor in good order and condition, no cost of the same shall be reimbursable by the WBSEDCL and shall be the property of the contractor.

22.0 LIABILITY FOR ACCIDENT AND DAMAGES :

In respect of any damage or compensation payable as per workman compensation act in consequence of any accident or injury sustained by any of workmen in employment of the contractor will be the contractor's liability. For this the contractor shall arrange insurance coverage for his workmen engaged for the work under the contract. All premium for the purpose shall be paid by the contractor and shall be on his account. WBSEDCL will not be held responsible for that.

23.0 NEGLIGENCE :

If the contractor neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable orders given to him in writing by the WBSEDCL's Engineer in connection with the work, or contravenes the provisions of the contract, in such case the WBSEDCL shall have and be at liberty to take the work wholly or part, out of the contractor's hand and carry on the work envisaged in the contract either by himself or by any other agency. In such case the WBSEDCL shall be entitled to realise the additional cost incurred by him from the contractor either from any balance sum which may be then due on the contract to the contractor or otherwise including forfeiture of the Performance Security.

24.0 BREAKDOWN ATTENDANCE / FAULT REPAIRING :

The Contractor shall take all necessary steps to ensure prompt action to clear the fault / trouble /defect on emergency basis. Any undue delay to attend / clear the fault / trouble/ defect will be adjudged separately by the WBSEDCL's Engineer and his assessment and verdict (regarding imposition of penalty / liquidated damage etc.) under the circumstances will be taken as final and binding to the contractor.

25.0 FOODING & LODGING :

On request from the contractor, food & Lodging for official purpose for officers/workmen of the contractor at WBSEDCL/PPSP Site Guest House will be provided by WBSEDCL if available on chargeable basis.

CHAPTER – 3

SCOPE OF WORK

1.0 The Contractor shall be responsible for-

- i) Supply and Delivery of **Digital Input Relays (Model: PT280220, Make: Tyco/ TE Connectivity)** as per given Description / Specification on CHAPTER – 4 at Purulia Pumped Storage Project Site, WBSEDCL, Bagmundi, Purulia, West Bengal, India, PIN-723 152.
- ii) Transportation, Packing & Forwarding, Transit Insurance, Loading & Unloading of all supplied items to be done by the contractor.

The bidder(s) are requested to quote their prices considering the all scope of work. Nothing extra will be paid in this account. Work shall be completed in all respect.

CHAPTER – 4

**SUPPLY AND DELIVERY OF Digital Input Relays (Model: PT280220, Make: Tyco/ TE Connectivity)
for 4 × 225 MW PPSP Power House, WBSEDCL.**

Sr. No.	Description	Quantity Required
1.	1. <u>Item</u> : Digital Input Relays 2. <u>Make</u> : Tyco/ TE Connectivity 3. <u>Relay Name</u> : Schrack 4. <u>Model</u> : PT280220 5. <u>Coil Actuation Voltage</u> : 220 V DC 6. <u>Contact Rating</u> : 12 A/ 250 V AC 7. <u>Number of Pins</u> : 8	1000 Nos

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 / Purchase 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 WITH OFFICE SEAL

Dated_____

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE TENDERER
(To be executed on non-Judicial stamp paper of Rs. 10/-)

(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. I/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 WBSEDCL (Name of the Company).
3. Neither I/We* have abandoned any work pertaining to any contracts as were awarded to us previously, nor any of our contracts have been rescinded during the last 5 (five) years, for any default on our part.
4. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
5. All documents / credentials submitted along with this Tender are genuine, authentic, true and valid.
6. 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.
7. Should this Bid be accepted, I/We* also agree to abide by and fulfill all the terms and conditions of provisions of the above mentioned Bidding Documents.

.....
SIGNATURE OF THE TENDERER WITH OFFICE SEAL

Dated _____

(Duly authorized to sign the Tender on behalf of the Bidders)

Name.....

Designation.....

Name of Company.....

(IN BLOCK LETTERS)

WITNESS

Signature.....

Date.....

Name & Address.....

.....

Telegraphic Address.....

.....

.....

Telephone No.....

E-mail.....

(*Strike out whichever is not applicable)

Note :-

1. For the purpose of executing this, the non-judicial stamp papers of appropriate value shall be purchased on behalf of Contractor / Agency.

BID PROPOSAL

(To be submitted on official letter head by the bidder)

Bid proposal Reference:

To The Additional Chief Engineer & Project Site – in – Charge Purulia Pumped Storage Project Site West Bengal State Electricity Distribution Company Limited Bagmundi, District: Purulia PIN:723 152 India		
	Tender:	SUPPLY AND DELIVERY OF Digital Input Relays (Model: PT280220, Make: Tyco/ TE Connectivity) for 4 × 225 MW PPSP Power House, WBSEDCL.
	Ref:	Tender Notice No – WBSEDCL / PPSP Site / IPH/ Proc./eNIT/22-23/ 30/1150; DATED – 06.02.2023.

Dear Sir,

I/We, the undersigned, having examined the tender documents issued by WBSEDCL for this bid, I/we hereby like to state that I/we wilfully accept all your conditions and submit offer to Supply and Delivery the item(s) as per Tender No. stated above.

I/We also agree to guarantee to replace or repair any defect, whenever it is detected, in the equipment/materials to the satisfaction of the WBSEDCL in conformity with the conditions of contract, specifications, bill of quantities and addenda.

The "Price Bid Offer" has been furnished in Indian Rupees.

I/We are enclosing herewith the Earnest Money (Bid Security) amounting to Rs. _____ (in words and in figures) in line with the Clause mention at the Bid Document.

I/We confirm that our Bid shall remain valid for 180 days from the date of opening of the Price / Financial Bid.

I/We further confirm that in the event the Bid is accepted, I/we shall furnish performance security towards successful performance of the contract in accordance with Clause of the Conditions of Contract and in the format given in "Annexure –VI".

Until a formal Contract Agreement is executed, the Bid Document, this Bid, subsequent correspondences together with the Letter of Award of WBSEDCL shall constitute a Contract between WBSEDCL and ourselves.

I/We understand that WBSEDCL is at liberty not to accept the lowest Bid Price. We also understand that WBSEDCL is at liberty not to accept any or all Bids and WBSEDCL is at liberty to negotiate with Bidder(s) at any stage.

Dated this ____ day of _____ 20__

Witness

(Signature of the Bidder)

(Full Name)

Title _____

(Signature and Full Name & Address)

(affix seal here)

Office address:

PROFORMA OF DECLARATION OF BLACK LISTING/ HOLIDAY LISTING

(To be submitted on official letter head by the bidder)

Ref: **Tender Notice No – WBSEDCL / PPSP Site / IPH/ Proc./eNIT/22-23/ 30/1150; DATED – 06.02.2023.**

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, 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 blacklisting 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 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 blacklisting 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 holiday list or black list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

(Here give particulars of blacklisting 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 any Administrative Ministry, shall have the right to reject my/ our bid and if the bid has resulted in a contract, the contract is liable to be terminated.

.....
SIGNATURE WITH DATE & SEAL OF THE TENDERER

PRICE SCHEDULE (UNPRICED)**Tender Notice No.** : WBSEDCL / PPSP Site / IPH/ Proc./eNIT/22-23/ 30/1150 ; **DATED- 06.02.2023.****To be submitted online by the Bidder in statutory cover (Technical file)****Bidder will quote applicable GST in percentage against each items as mentioned in BOQ. Tender will also quote HSN/SAC against the BOQ item**

SL.NO	ITEM SPECIFICATION	HSN /SAC	UOM	QTY	GST (%)
1.	1. <u>Item</u> : Digital Input Relays 2. <u>Make</u> : Tyco/ TE Connectivity 3. <u>Relay Name</u> : Schrack 4. <u>Model</u> : PT280220 5. <u>Coil Actuation Voltage</u> : 220 V DC 6. <u>Contact Rating</u> : 12 A/ 250 V AC 7. <u>Number of Pins</u> : 8		Nos	1000	

.....
SIGNATURE OF THE BIDDER WITH OFFICE SEAL

Dated _____

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BOND

(To be furnished in a non- judicial Stamp Paper of appropriate value)

Ref. No.**Bank Guarantee No.** _____**Date:** _____

To

The Additional Chief Engineer & Project Site – in – Charge
 Purulia Pumped Storage Project
 West Bengal State Electricity Distribution Company Limited (WBSEDCL)
 (A Govt. of West Bengal Enterprise)
 Bagmundi, District: Purulia
 West Bengal
 PIN723 152, India

Dear Sirs,

In consideration of West Bengal State Electricity Distribution Company Ltd, (herein after referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with registered/Head office at.....(hereinafter referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract issued by Owner's Letter of Award No.....dated..... for.....(scope of work) for a Contract Price of (indicate the amount in words and figures) and the same having been acknowledged by the Contractor, resulting in a Contract bearing No.....dated Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract as per terms of the contract equivalent to Rs..... (indicate the amount in words and figures) being (3%) (Three Percent) of the said value of the Contract to the Owner, and the Contractor having approached us _____ (Bank) for furnishing such Bank Guarantee which was accepted by us.

We..... (Name & Address of Bank) having its Head Office at.....(hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner immediately, on demand any or all monies payable by the Contractor to the extent of Rs..... (indicate the amount in words and figures) as aforesaid at any time up to.....* (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to this Contractor.

Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner may at any time within the validity and / or claimed period, as may extended from time to time, as mentioned in this guarantee enforce this guarantee by way of a letter calling upon us _____(Bank), to pay any amount limited to the amount cover under this guarantee enclosing a copy of this guarantee, and upon such enforcement, we _____(Bank) hereby agree and undertake to pay the Owner forthwith but in no case latter than fifteen (15) days from the date of issue of such letter of enforcement of the Owner of this guarantee, the amount limited to _____ (indicate the amount in figure and words) without any protest and without referring to M/s _____ (Name of the Contractor) in whose instant the Bank Guarantee is executed.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee from time to time to extend the time for performance or the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any

powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner and either to enforce or to for bear to enforce any covenants, contained or implied in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs..... (indicate the amount in words and figures) and it shall remain in force up to and including** (day/month/year) and shall be extended from time to time for such period as may be desired M/s..... on whose behalf this guarantee has been given. Unless a demand or claim is lodged on us within or an action or suit to enforce the claim is filled against this Guarantee within including* (day/month/year) we shall be discharged from all liabilities thereafter.

Our payments hereunder shall be made to the Owner, free and clear of and without reduction by reasons of any and all present and future taxes, levies, charges of withholdings, whatsoever, imposed or collected with respect thereto.

All rights of the Owner under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities thereunder unless the Owner brings any action, to enforce a claim under this guarantee against the Bank within One Hundred and Eighty (180) days from the above mentioned date or from the extended date.

The Guarantee shall be governed by and construed in accordance with the law of India. In witness whereof, the Bank, through its authorized Officer, has set its hand and stamp on this day of 20__ at .

_____ (Signature of the witness)	_____ (Signature of authorised signatory of Bank)
_____ (Name)	_____ (Name)
_____ (Official address)	_____ (Designation with Bank Stamp)
Attorney as per Power of Attorney	
No..... Date	

* Till 6 (six) months after the validity of the Bank Guarantee.

** Up to 3 (six) months after the expiry of warranty/guarantee period.

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank.
2. The sum shall be 3% (three percents) of the Contract Price.
3. The performance Bank Guarantee/ Security Deposit Bank Guarantee shall be valid up to three (3) month after the expiry of warranty/guarantee period. A period of Six (6) months should be added as claimed period from the last date of validity of the Bank Guarantee.
4. In case the Bank Guarantee is given by any bank situated outside West Bengal, arrangement shall be made by the Bank for invoking the Bank Guarantee from any Bank situated in Kolkata, whenever it is necessary.
5. The Bank Guarantee shall be signed on all the pages by the authorized representatives of Bank.

PROFORMA OF INDEMNITY BOND**(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)**

BY THE PRESENT INDEMNITY BOARD EXECUTED by me/us on this _____ day of _____, I/We having Registered Office at _____ (hereinafter called "OBLIGOR/OBLIGORS" which expression shall mean and includes my/our successors legal representatives, assigns) do hereby binds myself/ourselves and also our company/firm _____ after having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited (WBSEDCL), a Government of West Bengal Enterprise within the meaning of sec. 617 of the Company's Act, 1956 having registered office at Vidyut Bhavan, Block – DJ, Sector – II, Salt Lake, Kolkata – 700 091 (hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns.

Whereas OBLIGOR/OBLIGORS has/have been awarded to execute the job/works under Letter of Award Nos. _____ dated _____ issued by the OBLIGEE after having observing necessary formalities, the details of which is described in the schedule given here under as per letter mentioned herein-above and whereas the said job/works will be/likely to be done in places covered under Employees' State Insurance Act (ESI) and/or the Employee Compensation Act, 1923 (W.C. Act) and/or other laws relating to the Labour Management and Welfare.

And whereas according to the condition of the contract the OBLIGOR/OBLIGORS is/are under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR/OBLIGORS is/are aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the OBLIGEE shall have the power to deem that actual work has been stated within the meaning of the contract before the execution of this Indemnity Bond.

Now this indenture witnesses that I/we the OBLIGOR/OBLIGORS do hereby undertake:

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGORS.
2. THAT the OBLIGOR/OBLIGORS will take/adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE IN ALL CASES.
3. That the OBLIGOR/OBLIGORS undertakes/undertake to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or non-managerial or any other capacity in the area covered under Employee' State Insurance Act, 1948 who has/have insurance coverage within the meaning of Employees' State Insurance Act and further undertakes NOT to engage any person in the area covered under Employees State Insurance Act., who does/do not has/have insurance coverage within the meaning of Employees' State Insurance Act,1948.
4. That the OBLIGOR/OBLIGORS further undertakes/undertake to engage only those labour, worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act 1948, who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGOR/OBLIGORS.
5. THAT the OBLIGOR/OBLIGORS undertakes/undertake to indemnify and keep harmless the OBLIGEE from all claims, action, proceedings and of risk, damage, danger to any person whether belonging to/or not belonging to OBLIGOR/OBLIGORS.

6. THAT the OBLIGOR/OBLIGORS shall keep harmless the OBLIGEE from all claims, compensation, damages, any proceedings in respect of any of its employee/workmen under the Employee Compensation Act or any other laws for the time being in force.

7. THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Employee Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGORS is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGORS.

8. THAT, if at any time, due to exigency, the OBLIGEE i.e. the West Bengal State Electricity Distribution Company Limited (WBSEDCL) as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGOR/OBLIGORS or for any other reason, the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR/OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR/OBLIGORS.

9. THAT the OBLIGOR/OBLIGATOR is/are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/OBLIGATOR.

SIGNED AND DELIVERED

BY THE OBLIGOR/OBLIGORS
Signature :

WITNESS:

1) Name & Designation :
Signature :
2) Name & Designation :
Signature :

Note:-

1. For the purpose of executing this Agreement, the non-judicial stamp papers of appropriate value shall be purchased on behalf of Contractor / Agency.

2. The Agreement shall be signed on all the pages by the authorized representatives of Contractor / Agency.

KEY INFORMATION ABOUT THE BID**Tender Notice No. : WBSEDCL / PPSP Site / IPH/ Proc./eNIT/22-23/30/1150 ; **DATED -06.02.2023.****

1.0	Proposal No. and Date	:
2.0	Validity of offer from date of opening of Bid	: 180 Days
3.0	Name and Communication Details:-	
3.1	Full name of Bidder	:
3.2	Address	:
3.3	Contact Telephone Number	:
3.4	Fax Number / E –Mail ID	:
3.5	Person to be contacted	:
4.0	Nature / status of candidate firm (whether Sole Proprietary / Partnership / Private Limited/Public Limited / Public sector)	:
5.0	Do you anticipate any change in the ownership During proposed period of work?	: Yes / No
6.0	GST Registration No. (a copy should be enclosed)	:
7.0	PAN Card No. (a copy should be enclosed)	:
8.0	Details of Registration certificate under company Act (if any)	:
9.0	Details of Earnest Money submitted	:
10.0	Whether agreed to all Conditions of Contract	: Yes/ No
11.0	Whether agreed to deliver materials at PPSP Site store, Bagmundi, Purulia ?	: Yes/ No
12.0	Technical literature/catalogue of the offered item enclosed	: Yes/ No

Signature of the Bidder with official Seal

Dated_____

DECLARATION SHEET**Tender Notice No. :** WBSEDCL / PPSP Site / IPH/ Proc./eNIT/22-23/ 30/1150 ; **DATED – 06.02.2023.**

I certify that all the information pertaining to this offer are correct and are true representation of the materials covered by our Formal proposal number.....dated..... I hereby certify that I am duly authorized representative of the supplier / service provider whose name appears above my signature.

Supplier's service provider Name:

Authorised Representative's Signature.....

Supplier's /Service
Intent:.....

Provider The Supplier / Service Provider hereby agrees
to fully comply with the requirements and
intent of this specification for the Price
Indicated.

.....
.....

Authorised Representative's Signature

Specific exception to specifications
General & supplementary conditions
If any, tabulate & sign below

Guaranteed Technical Particulars**Declaration for Technical Particulars of Digital Input Relays (Model: PT280220, Make: Tyco/ TE Connectivity) as offered by the Bidder**

Tender Notice No. : WBSEDCL / PPSP Site / IPH/ Proc./eNIT/22-23/ 30/1150 ; **DATED –**
06.02.2023.

Sr. No.	Description	Complied (Yes/NO)	Reference / Remarks
1.	1. <u>Item</u> : Digital Input Relays 2. <u>Make</u> : Tyco/ TE Connectivity 3. <u>Relay Name</u> : Schrack 4. <u>Model</u> : PT280220 5. <u>Coil Actuation Voltage</u> : 220 V DC 6. <u>Contact Rating</u> : 12 A/ 250 V AC 7. <u>Number of Pins</u> : 8		

Signature of the Bidder with official Seal
 Dated_____

STATEMENT OF ORDERS EXECUTED DURING LAST THREE FINANCIAL YEARS (AT LEAST TO FULFILL BID ELIGIBILITY CRITERIA (3.A))

Tender Notice No. : WBSEDCL / PPSP Site / IPH/ Proc./eNIT/22-23/30/1150 ; **DATED – 06.02.2023.**

Sl. No.	Name of the Items supplied with short specification & capacity	Financial year	Order No. and date	Name of Purchaser order issuing authority	Quantity ordered	Quantity supplied	Completion of work and Performance report of supplied items (scanned copy of certificate to be submitted) for at least three years

Signature of the Bidder with official Seal

Dated _____

STATEMENT FOR CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS**Tender Notice No – WBSEDCL / PPSP Site / IPH/ Proc./eNIT/22-23/30/1150 ; DATED –06.02.2023.**

(To be filled in Bidder's Letter Head)

Name of the Bidder:							
Sl. No.	Name of the Work	Owner Name and Contact Details	Date of issuance of LOI / LOA	Stipulated date of completion	Contract Value (in Rs.)	Value of Balance Work (in Rs.)	Estimated date of completion
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

.....

SIGNATURE OF THE TENDERER WITH OFFICE SEAL

Date _____

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

1. NAME OF THE VENDOR :
2. ERP VENDOR NO :
3. VENDOR TYPE : Company/Partnership/Proprietorship/Self Help Grp/HUF / Others (To be specified)
4. Address :
.....
5. TELEPHONE NO. & FAX NO :
6. MOBILE PHONE :
7. E-mail :
8. P.A.N. NO. (MANDATORY) :

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9. GST REGISTRATION NO. :
10. VAT Registration No. :
11. Service Tax Registration No. :
12. PARTICULARS OF BANK ACCOUNT (One cancelled Cheque is to be enclosed)

- i) Name of Account Holder :
- ii) BANK NAME :
- iii) BRANCH NAME & ADDRESS :
- iv) BANK BRANCH TELEPHONE NO. :
- v) ACCOUNT TYPE :
- vi) ACCOUNT NO:

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- vii) BANK MICR CODE:

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- viii) BANK'S IFS CODE:

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13. DECLARATION OF THE PARTY:

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

Date:

Signature of the Vendor

N.B: [Where the cheque does not carry IFS Code an attestation from Bank attesting the IFS Code should be given]

SIGNATURE OF BANK OFFICIAL WITH SEAL

CHECK LIST**Tender Notice No. : WBSEDCL / PPSP Site / IPH/ Proc./ eNIT/22-23/ 30/1150 ; DATED – 06.02.2023.**

The Bidders are required to upload the scan copy of all the documents, required as per tender specification and NIT and verify before submission of Tender and also upload the Check list in the following format, duly digitally signed.

Sl. No.	Scanned Copy of Documents to be uploaded	Name of folder	To be submitted in cover	Submitted (Y/N)
1.	Notice Inviting Tender	NIT	Statutory cover (Technical proposal)	
2.	Addenda / corrigenda , if published	NIT	Statutory cover (Technical proposal)	
3.	Letter of Bid(Annexure-I) Proforma for Undertaking (Annexure-II) Bid Proposal (Annexure-III) Declaration of Black Listing/ Holiday Listing (Annexure-IV) Price Schedule in unpriced condition (Annexure-V)	Annexure	Statutory cover (Technical proposal)	
4.	Key Information about the Bid (Form-I) Declaration Sheet (Form-II) Guarantee Technical Particulars (Form-III) Statement of orders executed during last three year (Form-IV) Statement for Current Works In Progress(Form-V) Mandate Form(Form-VI) Check List (Form-VII)	Forms	Statutory cover (Technical proposal)	
5.	GST registration certificate.	Certificates	Non-statutory cover (Technical proposal)	
6.	PAN card	Certificates	Non-statutory cover (Technical proposal)	
7.	Professional Tax (PT) registration certificate and Current Professional Tax(PT) submission Challan.	Certificates	Non-statutory cover (Technical proposal)	
8.	If there is no Professional Tax in any state, a declaration should be given.	Certificates	Non-statutory cover (Technical proposal)	
9.	Registration certificate under company Act (if any). Trade License in respect of the prospective Bidder, Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License), Ltd Company (Incorporation certificate, Trade License), Co-operative Society (Society Registration copy, Trade License).	Certificates	Non-statutory cover (Technical proposal)	
10.	Copies of latest Income Tax return for last three Assessment years (AY 2022-23, AY 2021-22& AY 2020-21).	Financial Info	Non-statutory cover (Technical proposal)	
11.	Copy of Purchase Orders, work completion certificates etc. in support of completion of work against a particular contract during last three FY.	Credential	Non-statutory cover (Technical proposal)	
12.	List of Orders in hand, along with Order values to be executed within one year of bid submission.	Declaration	Non-statutory cover (Technical proposal)	
13.	OEM catalog with details specification (if any).	Technical Info	Non-statutory cover (Technical proposal)	
14.	Letter of authorization from the OEMs (If applicable)	Technical Info	Non-statutory cover (Technical proposal)	
15.	Bill of Quantities.	BOQ	Financial cover (Financial proposal)	

Dated_____

Signature of the Bidder with official Seal