

**WBSEDCL**

Tender Id: 2026-WBSED-1037798-1
West Bengal State Electricity Distribution Company Limited
 (A Govt. of West Bengal Enterprise)

**OFFICE OF THE DIVISIONAL MANAGER
KANDI DIVISION**

Kandi, PO: Kandi, Dist- Murshidabad-742137
 Email ID: dm.kandi@wbasedcl.in; Telephone: 03484-255876

Dated: 13.08.2026

Memo No: KNDD/ESTB/E-TENDER/522

INVITATION OF e-TENDER

Tender Notice No: KNDD/ESTB/E-TENDER/26-27/04

Dated: 13.08.2026

E-tender in two parts is invited from bonafide, experienced and resourceful Suppliers/ contractors of WBSEDCL, WBSETCL, DPL, PGCIL, NTPC and other Central Government / State Government / Semi Government undertaking / Statutory Bodies for the following works: -

- **Name of the work** : **Supply and Delivery of Insulated Piercing connector (IPC) for LT AB Cable (50-70) SQ MM under Kandi Division.**
- **Estimated Amount** : **Rs. 4,76,000.00**
- **Bid Guarantee** : **Rs. 10,000.00**
- **Quantity** : **7000 nos.**
- **Completion Time** : **Within 30(Thirty) Days from receiving/accepting of formal order/ Award of Contract.**
- **Cost of Bid Documents: N.A**

Intending bidders desirous of participating in the tender are to log on to the website <https://wbtenders.gov.in> for the tender. The tender can be searched by typing WBSEDCL in the search engine provided in the website. Further other details including qualifying requirements please visit www.wbasedcl.in or office notice board of the above office.

KEY DATES

1.	Date of uploading of NIT & other Documents (Publishing Date)	19/08/2026 AFTER 18:00 hrs
2.	Documents download/sell start date (online)	19/08/2026 FROM 18:00 hrs
3.	Pre Bid Meeting	21/08/2026 AT 15:00 hrs
4.	Bid submission starting date (online)	21/08/2026 FROM 17:00 hrs
5.	Document download end/Bid submission closing date (online)	01/09/2026 AT 18:00 hrs
6.	Date of submission of EMD (Online)	ON 21/08/2026 FROM 18:00 hrs TO 01/09/2026 UPTO 18:00 hrs
7.	Techno-commercial bid opening date	07/09/2026 AFTER 15:00 hrs
8.	Techno-commercially qualified bidders' list uploading date	To be notified later
9.	Price bid opening date	To be notified later

- If a Holiday falls on any of the schedule date then schedule date shall be considered on next working day.



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INVITATION OF BID

1. **SCOPE OF WORK:-**
Please refer page-1.
2. **TECHNICAL ELIGIBILITY CRITERIA OF THE BIDDER:** For fulfilment of the criteria please refer to **SL No: (C) of Clause No: 6 (A) of page no: 04 & 05 of "Instruction to Bidder"**.
3. **COMMERCIAL ELIGIBILITY CRITERIA OF THE BIDDER:** For fulfilment of the criteria please refer to **SL No: (F) of Clause No: 6 (A) of page no: 04 & 05 of "Instruction to Bidder"**.
4. **OTHER STATUTORY REQUIREMENTS:** The Bidder shall furnish the **self-attested copy** of documents as mentioned in **SL No: (A, B, D & E) of Clause No: 6 (A) of page no: 04 & 05 of "Instruction to Bidder"**.
5. Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt. of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.
6. **EMD can be deposited in the online mode only. Earnest Money Deposit in any other form or amount as stated below will not be accepted.**
 - a. For deposition of EMD through online mode (Bank Name-ICICI Bank Ltd., A/C No.-193405000657, Account Title- West Bengal State Electricity Distribution Company Ltd., Account Type -Current, IFSC Code-ICIC0001934, MICR Code-700229096, ICICI BANK LTD., BLOCK-A, ECOSPACE BUSINESS PARK, RAJARHAT, KOLKATA-700156.)
 - b. If Earnest money is deposited through BG then the bidder shall have to deposit EMD physically in the Accounts Section of Kandi Divisional Office, WBSEDCL in the form of Bank Guarantee Only (Refer Annexure I) drawn on any Scheduled Bank approved by Reserve Bank of India with validity of 3 (three) months drawn in favour of "The DE & Divisional Manager, Kandi Division Office, West Bengal State Electricity Distribution Company Limited".
 - c. Exemption from deposition of earnest money deposit (EMD) shall not be allowed under any circumstances.
 - d. No interest shall be payable for Bid Guarantee.
7. The bidder shall submit along with the offer necessary documents in support of credential (related to the tender) to WBSEDCL/Other Power Utilities/Other Govt. Departments in earlier occasions towards financial capabilities to the extent of the estimated financial capacity of the bidder.
8. WBSEDCL reserves its right to take decision keeping its financial interest. The provisions of Purchase Policy of WBSEDCL with subsequent amendment will be applicable.
9. 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.
10. The offer against tender should remain valid for a minimum period of 180 days from the date of opening of the Price bid. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.
11. Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.
12. WBSEDCL is not bound to accept the lowest tender and reserves the right to cancel any or all the tenders unilaterally.
13. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.
14. Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders, General Conditions of Contract of this tender along with the Revised Purchase Policy and Civil Works Policy of WBSEDCL.
15. Price Bid of a bidder will be considered only if his Techno-commercial Bid is found acceptable by WBSEDCL. Decision of WBSEDCL will be final and absolute/binding in this respect. The list of techno-commercially qualified bidders will be displayed in the said website in due course.
16. Conditional / Incomplete tender will not be accepted under any circumstances.
17. Labour Welfare Cess @ 1% (one percent) of bill value will be deducted from every bill if applicable.

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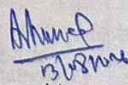


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18. Bidders are to keep track of all the Addendum/Corrigendum issued with a particular tender and upload all the above duly digitally signed along with the NIT. **Tenders submitted without the Addendum/Corrigendum will be treated as informal and liable to be rejected.**
19. WBSEDCL reserves the right to go to divisible contract, if necessary.
20. WBSEDCL is not necessarily bound to accept the lowest offer.
21. Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
22. Tender submitted after expiry of scheduled date and time shall not be considered.
23. The Bidding Documents are not transferable under any circumstances.
24. Any extraneous conditions will be treated as non-responsive.
25. The Bids must be submitted in prescribed Performa only.
26. Formation of any Cartel, may lead to the cancellation of tenders with period measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.
27. Bidders shall ensure that all pre-requisites are duly fulfilled by them and if there be any dispute regarding non-submission of any document, WBSEDCL reserves the right to cancel the Bid unilaterally without assigning any reasons whatsoever.
28. The bidder is expected to examine carefully all instruction, conditions, forms, schedules terms, annexure, specifications and drawings of the bidding document. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, may lead to rejection.
29. The document uploaded by the bidders should be legible otherwise the bid will be rejected without any prejudice.
30. **Bid evaluation will be conducted only on the basis of final documents uploaded by the bidders within last date and time of online bid submission.**
31. **In case the quoted rate by the bidders is in the range of (-) 20% to (-) 50% of the estimated amount, the contractor shall furnish an Additional Performance Security shall be equal to 10 % of the tendered amount.** In case the quoted rate by the bidders is in the range of (-) 50% to (-) 80% of the estimated amount, the contractor shall furnish an Additional Performance Security shall be equal to 20 % of the tendered amount. The Additional Performance Security shall remain valid upto the time of completion of work. The Additional Performance Security shall be submitted in the form of Bank Guarantee issued by any Scheduled Commercial Bank of India duly approved by RBI before placement of award of contract. The BG are to be extended/ revalidated by the contractor maintaining the above claim period for delay in physical delivery due to any reason whatsoever. The Security deposit is liable to be forfeited in case of non compliance of Purchase Order or failure to complete the Purchase Order. Purchase Order is liable to be cancelled for Non submission of Security deposit in time with forfeiture of earnest money. No claim shall be made against WBSEDCL in respect of interest on Security deposit.
32. Work Order & Payment of work **will be depended on availability of fund.** Intending bidders may consider this criteria while submission of tender and quoting their rate through online.
33. Standard safety norms as prescribed in the rules and regulations of WBSEDCL have to be religiously followed.
34. **Materials to be delivered as per approved drawing & specification of WBSEDCL as uploaded in NIET Portal from time to time. L1 bidders have to be submitted at least one set of sample materials within 15 days from the date of intimation. The said sample has to be approved by Divisional sample approving committee before Placement of order.**
35. **The Divisional Manager, Kandi Division, WBSEDCL shall act as Controlling Officer. The Assistant Manager (F&A), Kandi Division, WBSEDCL shall be the paying authority. The Store-In-Charge, Kandi Divisional Store, WBSEDCL shall be consignee. The Divisional/ Assistant Engineer (Tech), Kandi Division shall be the Supervising Officer of the work under whose guidance and direction the works will be executed.**


(Aslamuddin Ahamed)
Divisional Manager
Kandi Division
WBSEDCL

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INSTRUCTION TO BIDDERS

1. **General guidance for 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 4 above. 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 he logs on to the website mentioned in clause 4 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
5. **Participation in more than one work:** A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm, Society, Company, Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License), Co-operative Society (Society Registration copy, valid Trade License). If found applied severally in a single job, all his offers will be rejected for that job.
6. **Submission of Tenders:** General process of submission: Tenders are to be submitted online to the website stated in Cl.4 above, in two folders at a time, one in Technical Proposal & Financial Proposal before the prescribed date & time using Digital Signature Certificate (DSC). The documents are to be uploaded in the form of virus scanned copy duly Digitally Signed. The uploaded Documents will get encrypted (transformed into non-readable formats).

A. Technical proposal

The Technical proposal should contain scanned copies of the following Statutory/ Non-Statutory/ Technical documents arranged in manner as prescribed below. "Click" the check boxes beside the necessary documents in "My Document" list, next click the tab "Click to Encrypt and Upload" and then click the "Technical" Folder to upload the Technical/ Statutory/ Non-Statutory documents as stated below:

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

(The bidder shall have to go through all the "Annexure" enclosed in this bid document and submit the filled in Proforma of the appropriate/relevant Annexure with the bid document putting the signature with seal of the Company before uploading the tender viz. Annexure-II (Proforma of letter of undertakings), Annexure-VII (Bid Proposal), (Annexure-X) Declaration by the bidder, Annexure-XI (Proforma of declaration of Black Listing/Holiday Listing) etc.)

SL	Category Name	Sub-category	Details Check List
A.	EMD	EMD	Scanned copy of documents regarding online submission of EMD. If EMD is submitted through BG, then scanned copy of BG is to be uploaded.
B.	Certificates	Certificates	a) PAN Card. b) GST Registration Certificate c) Valid Trade License d) Professional Tax Certificate/ Enrolment Certificate along with deposit challan/ Paid Certificate for financial year 2025-26
C.	Credentials	Credential	A. Three similar nature of completed works each of the contracts comprising of executed value (Excluding GST) not less than the amount equal to 40 % of the estimated cost i.e Rs.1,90,400 Or B. Two similar nature of completed works each of the contracts of executed value (Excluding GST) not less than the amount equal to 50 % of the estimated cost i.e Rs.2,38,000 Or

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			C. One similar nature of completed work of executed value (Excluding GST) not less than the amount equal to 80 % of the estimated cost i.e Rs.3,80,800.00 N.B.- - Completion Certificates indicating Name of the Work, Order Nos & completion of the work indicating accepted/successful delivery of materials. Date of completion should be within 07 years from the publishing date of NIT. - Uploading of copy of work order/ copy of Purchase order along with corresponding copy of signed SRV (signed by concerned Store-In-Charge/ Consignee). "Similar Nature of Completed works" means any type of Completed work related to supply & delivery of any accessories related to LT/ HT AB Cable.
D.	Declarations	Declarations	a) Letter of Undertaking by the Bidder on Letter Head (Annexure- I) b) Letter of Bid for the Work on Letter Head (Annexure- II) c) Bid Proposal with Letter of Undertaking on Non-Judicial Stamp not less than Rs. 100.00 (Annexure- III). d) Declaration of Not being Black Listing/ Holiday Listing by Firm on Letter Head (Annexure- IV) e) Declaration of Proprietor for not being Black Listing/ Holiday Listing on Letter Head (Annexure- V) f) Declaration regarding No Litigation against WBSEDCL on Letter Head (Annexure- VI) g) Performa of Agreement (Annexure- VIII) (To be submitted by L-1 bidder after serving Award of Contract) h) Indemnity bond (Annexure- IX) (To be submitted by L-1 bidder after serving Award of Contract) i) Additional Performance Guarantee (Annexure- X) (To be submitted by L-1 bidder as per Clause 31.0 of Invitation of Bid)
E.	Company Detail(s)	Company Detail	a. Proprietorship Firm (Valid Trade License). b. Partnership Firm (Valid Partnership Deed, Valid Trade License and Power of Attorney (if applicable or necessary declaration is to be provided by the concerned bidder if not applicable)) c. Limited Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License and Power of Attorney). d. Co-operative Society (Society Registration copy, Valid Trade License, Current Year No Objection Certificate issued by the Assistant Register of Co-Op(S)(ARCS), Valid bye laws and Power of Attorney).
F.	Financial Information	Financial Information	a. Copy of I.T. return for last 3 (three) financial years 2023-24, 2024-25 & 2025-26). b. Average annual turnover during last three financial years (i.e. 2023-24, 2024-25 & 2025-26) shall not be less than 30% of the estimated cost. c. Working Capital during last financial years (i.e. 2025-26) shall not be less than 30% of the estimated cost. d. Annual Audited Financial Report for last 3 financial years (2023-24, 2024-25 & 2025-26) to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whom Audit of accounts is not mandatory, they shall submit copy of IT return along with related enclosures (Form 3CA/3CB and particulars are reported in the Form 3CD u/s 44AB of Income Tax Act'1961) for last 5 financial years (2023-24, 2024-25 & 2025-26) e. In case documents certifying credit facility (Refer Annexure- VII) from a scheduled Bank is submitted, the requirement given in clause no (c) shall be judged by adding available credit facility and working capital taken together.

B. Financial Proposal:

It contains Bill of Quantities (BOQ). The rate to be quoted in the BOQ on "percentage basis" in the space marked for quoting rate (either excess, less or at par i.e 0.00%). Quoted rate will be encrypted in the B.O.Q. under Financial Bid. (**Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder**).

Note: - Failure of submission of any of the above-mentioned documents (as stated in A1 and A2) will render the tender liable to summarily rejected for both statutory & non statutory cover.

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Price bid should contain the priced "Bill of Quantities" (BOQ) in one cover (folder). Bidder is to quote the rate on "Percentage quotation basis" in the space marked for quoting rate in the BOQ.

- 7. VALIDITY OF BIDS:** Price bid of the tender shall be opened within a stipulated time limit from the date of opening of Part-I preferably within 30 (thirty) days. Bids shall remain valid for a period of **180 (one hundred & eighty) days** from the day of opening of financial bid of the tender. However, prior to expiry of the original Validity Period, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further period of maximum 90 (ninety) days without any change in terms & conditions of the offer. The bidder may refuse the request without forfeiting his Bid Security / EMD.

8. GENERAL INSTRUCTIONS FOR ONLINE PAYMENT OF EMD:

- The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
- Status of NEFT/RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- In case actual EMD as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

9. REFUND/SETTLEMENT OF EMD AMOUNT:

- If Mode of Payment is Online:**
 - For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
 - For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures. **Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner if not created earlier.**
 - The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
 - For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz. 033-40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI.**
- If Mode of Payment is through BG:** Earnest money submitted in the form of BG will be refunded to the unsuccessful Tenders after finalization of the tender but not later than 60(sixty) days after the expiry of the period of bid validity prescribed by WBSEDCL. In case of successful bidders, EMD will be refunded only after submission of the Performance Bond / Guarantee as per terms of contract.

The bid guarantee/EMD shall be forfeited:

- If during the period of validity specified by the bidder, the bidder withdraws/modifies its bid as a whole or part.
- If bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
- In case of successful bidder, if bidder fails To accept LOI/Order unconditionally and sign contract and to furnish the contract performance bond as per enclosed Performa.

10. PRE BID MEETING:

- A pre bid meeting shall be arranged by WBSEDCL in which all the bidders will be requested to attend.
- 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 specified date. Any change in date shall be intimated to the bidders through e-mail or fax, telephone.
- Non attendance at the pre-bid discussion will not be a cause for disqualification of bidders.**
- The clarification given in the pre bid discussion shall be final and binding on the bidder, being a part of the original Bid Document.

- 11. BID SUBMISSION:** Bids shall be submitted online within the stipulated deadline. WBSEDCL may at its discretion, extend the deadline of bid submission by issuing an amendment. In that case all rights and to the new deadline as extended.

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- 12. BID WITHDRAWAL/MODIFICATION:** The bidder may modify or withdraw his bid after submission but within the deadline of bid submission, provided written notice of the modification/withdrawal is received by WBSEDCL prior to the deadline for bid submission. No bid shall be modified/ withdrawn after the deadline of bid submission. Modification /withdrawal of bid by any bidder after the deadline of bid submission shall result into forfeiture of EMD.
- 13. BID OPENING:**
- Bid Guarantee/EMD shall be opened by WBSEDCL online/offline on the stipulated date of its submission and will be scrutinized.
 - Techno-commercial bids shall be opened only for those bidders whose EMD has been found in order. Bidder's representatives with written authorization (max. 2 persons per bidder) may attend bid opening. No electronic recording shall be permitted during bid opening.
 - WBSEDCL will scrutinize and evaluate techno-commercial bid. After that, the list of techno-commercially qualified bidders and date & time of price bid opening will be notified in the web portal.
 - WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.
 - WBSEDCL reserves to instruct the bidders to submit hard copy of any relevant document (and to produce the original documents for verification) during scrutiny & evaluation of bids. Bidders' failure to comply to such instruction may lead to rejection of bid.
- 14. PROCESS TO BE CONFIDENTIAL:**
- 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.
 - 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.
 - Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anymore.
- 15. COST OF BIDDING:** The bidder shall bear all costs associated with the preparation and submission of his bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 16. DETERMINATION OF RESPONSIVENESS:**
- Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document.
 - For the purpose of this clause a substantially responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without material deviation, or reservations. WBSEDCL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
 - If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the bidder by correction.
- 17. CORRECTION OF ERRORS:**
- If there be a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and total price shall be corrected.
 - If there be a discrepancy in figure and word the total amount stated in word shall prevail.
 - The bidder should strike out clearly the portion which is not applicable i.e above/at par/ below in the price sheet. If the same is not followed, the corresponding part(s) shall be considered below the estimated price and evaluation of tender shall be made accordingly.
 - If the percentage rate column is left blank, the bid shall be rejected.
- 18. TIME SCHEDULE:** The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the bidding document.
- 19. EVALUATION AND COMPARISON OF BIDS:**
- On examination of documents 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:
 - WBSEDCL shall evaluate and compare only the bids 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. 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.
 - Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

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20. PROCEDURE OF EVALUATION: Evaluation of tenders will be done in the following steps:

- a. Step-I: The Bid Guarantee will be examined. The mode and amount of deposit must be in conformity with requirements set forth in the "Bid Guarantee" clause, failing which the bid is liable for rejection without opening other covers.
- b. Step-II: Techno-Commercial Evaluation for two-part bidding: Only those bids meeting the requirements of previous step will be examined and assessed. The bidders will be intimated about the non-compliance of various techno commercial requirements and asked for conforming compliance with the condition of bidding document, if allowed by the authority. In case, it is felt necessary by WBSEDCL that post bid discussion are required, the same will be carried out individually with each bidder. The bidders will be required to confirm compliance with all the conditions of bidding document. Bids, which do not satisfy the 'Must Conditions' will not be considered for technical evaluation. 'Must Conditions' are to be submitted as pre-format enclosed with this section. No clarification will be asked from the bidder in this regard.
- c. Step-III: Opening of price part and financial evaluation on completion of techno-commercial evaluation. Cover-3 containing price offer of the bidders who have successfully made the requirements of previous steps will be opened in presence of the bidder's representative (maximum two) on subsequent pre-intimated date. Price bid of the bidders who do not fulfill the Techno-Commercial requirements shall not be opened.

21. AWARD OF CONTRACT:

- a. Award of Contract: WBSEDCL will award the contract to the successful bidder whose bid has been determined to be substantially responsive, qualified to satisfactorily perform the contract and evaluated as the lowest bidder.
- b. WBSEDCL's Right to accept or reject Bids.
- c. The right to accept the tender will rest with the Owner. The Owner, however, does not bind himself to accept the lowest bid, and reserves to itself the authority to reject any or all the bids received without assigning any reason whatsoever. At the option of the Owner, the work for which bids have been invited, may be awarded to one Contractor or may be split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rate of the bidder should hold good for such eventualities.
- d. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- e. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the bidders who resort to canvassing will be liable to rejection.
- f. WBSEDCL reserves the right to accept or reject any bid, and to annul the bid process and reject any or all the bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidder of the grounds for WBSEDCL's action.
- g. Placement of Letter of Award/Order: After approval of bid evaluation by WBSEDCL, WBSEDCL may, at its sole discretion, invite the successful bidder for a pre-award discussion. After such pre-award discussion and prior to the expiry of validity of bid of the successful bidder, WBSEDCL will notify the successful bidder of acceptance of their bid in writing by issuing a detailed Letter of Award (L.O.A.)/Order (mentioned as L.O.A./Order hereinafter and elsewhere in this bid document) in duplicate. The successful bidder sign and return one copy of the L.O.A./Order to WBSEDCL as an acknowledgement of unconditional acceptance of the same within 7 (seven) days of issue of L.O.A./Order.

22. Technical Drawing & Specification: The work shall be carried out as per the instruction and to the satisfaction of the Supervising officer in accordance with the drawing, the specification and schedule as uploaded with the NIT and also as per any further drawings as approved by WBSEDCL, Supervising Officer from time to time.

23. TAXES, DUTIES AND OTHER LEVIES:

- a. The contractor shall be solely responsible for the taxes that may be levied on the contractor's persons or on earnings of any office employee and shall hold the purchaser indemnified and harmless against any claims that may be made against the purchaser. The WBSEDCL does not take any responsibility whatsoever regarding taxes under Income Tax Act, for the contractor or his personnel. If it is obligatory under the provisions of Income Tax Act, deduction of Income Tax at source shall be made by WBSEDCL.

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West Bengal State Electricity Distribution Company Limited
(A Govt. of West Bengal Enterprise)

**OFFICE OF THE DIVISIONAL MANAGER
KANDI DIVISION**

Kandi, PO: Kandi, Dist- Murshidabad-742137
Email ID: dm.kandi@wbsecl.in; Telephone: 03484-255876

- b. All other duties / levies payable (excluding GST) by the bidder shall be included in the bid price and no claim on this behalf will be entertained by WBSEDCL.
- c. GST at specified rate shall be payable / allowable over & above the contract price to the selected bidder having GST registration, GSTIN.
- 24. RIGHT TO REJECT BIDS:** WBSEDCL reserves the right to accept or reject any bid and to anal the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.
- 25. LAWS GOVERNING CONTRACT:** The contract shall be binding according to Acts/Laws in force in the country and shall be under the jurisdiction of Calcutta High Court.
- 26. 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. The metric system of measurement shall be used exclusively in this contract.
- 27. CORRESPONDENCE:** Any notice to the contractor under terms of the contract shall be served by register mail or by hand at the contractor's principal place of business. Any notice to the owner shall be served at the owner's principal office in the same manner.
- 28. CORRUPT OR FRAUDULENT PRACTICE:** WBSEDCL expects that bidders/suppliers/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, and
 - b. "Fraudulent Practice" means misrepresentation of facts in order to influence the procurement process of the execution of a contract to the detriment of WBSEDCL 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 WBSEDCL of the benefits of free and open competition.
 - c. Will reject a proposal for award if WBSEDCL determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
 - d. Will declare a Firm ineligible either indefinitely or for a stated period of time if WBSEDCL determines any time that the firm has engaged in corrupt or fraudulent practices in competition for, or in executing the contract.
- 29. INSURANCE:** The bidder on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law in force to protect the interests of WBSEDCL against all perils. The form & the limit of such insurance together with underwriting in each case shall be acceptable to WBSEDCL. However, irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be contractor's alone.
- 30. Security Deposit:** The Successful bidder within 7 (seven) days of receipt of award of contract, 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. On receiving bidder's acceptance for the work the earnest money deposited with the tender will be automatically converted to form a part of security money deposited. Security money already taken shall constitute not less than 10% (ten percent) of the total value of works as actually done. All security money shall be refunded after expiry of the period of maintenance which shall be 12 (twelve) months normally, if not otherwise mentioned in the work order) after completion of the work. This period of maintenance shall be counted from the delivery date of items.
- 31. Defect Liability Period:** The term 'Defect Liability Period' shall mean the period of 12 (twelve) months from the date of supply of the materials. If any defect is found within the defect liability period, the supplier shall be liable to rectify / replace the material at their own cost and responsibility. Defects / rectification work so notified shall have to be attended and completed satisfactorily within 15 (fifteen) days. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the Security money already retained from the supplier. After completion of Defect liability period, and on completion of satisfaction rectification of defect, if any reported within the defect liability period, and on receipt of the application from the supplier, controlling officer of the work shall recommend for refund of the Security money.
- 32. Accident Risk:** The contractor shall be wholly responsible for any accident sustained by any worker during execution of the job under him or any civilian whether connected or not with the execution of the work. WBSEDCL in no way will be held responsible in connection with any accident if occurs during execution of the work and till such time the completed installation is taken over by the Company.
- 33. Force Majeure:** The supplier shall not be liable to pay any liquidated damage for delay / failure to perform the contract for reasons of force majeure such as act of God, act of the public enemy, acts of Governments, fire, flood, epidemics, quarantine restriction, strikes, freight embargos and provided that the supplier shall

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- within 10 (ten) days from beginning of such delay notify the Company in writing of the cause of delay. The Company shall verify the fact and grant such extension as found to be justified without imposing liquidated damage. The department shall not be responsible or liable to pay any compensation for any interruption in work at the site due to strike, lockout, riot, earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. The department shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work.
- 34. Extension of Time:** An extension of time without imposition of liquidity damage, may be granted for delay in supply of tendered items provided there is no fault whatsoever on the part of the supplier. Such extension may only be granted on the basis of application to be submitted by the supplier who has to establish that the extension of time required by him is not due to his fault and the same application is to be approved and confirmed by Controlling Officer.
- 35. Liquidated Damage:** If the Supplier shall fail to complete the works within the time prescribed herein or extended time for completion, then the Supplier shall pay to the WBSEDCL a sum amounting to ½% (half percent) of the value of works as liquidated damages of such default for every week or part of a week which shall elapse between the time prescribed or extended time as the case may be and the date of completion of the works subject to a maximum of 2.5% of the total contract price.
- 36. Terms of Payment:** No running Bill will be entertained except circumstances as deemed fit by the ordering authority. After submitting Completion report of the work and payment will be made against submitted Bills raised in Contractor's prescribed format in triplicate GST Invoice along with other supporting documents like SIN, SRN, MCS, SMB etc duly certified by the supervising officer and the said bill will be released based on availability of Fund. 90% payment will be made and rest 10% will be as security deposit and it will be released after successfully completion of guarantee period.
- 37. Completion of Contract:** All work under the contract must be completed by period of completion mentioned in NIT while portions of work as per program settled in consultation with the controlling officer shall be completed by the date stipulated in the said program. It is to be noted that time is the essence of the contract and any default on the part of the supplier to complete the work within the stipulated date/dates aforesaid or within the time as may be extended in writing by the Controlling Officer subject to payment of liquidated damages, the WBSEDCL shall have the right, without prejudice to any other clauses, to terminate contract forthwith and to take possession of the balance work/materials and have the same allotted to any other agency and the supplier shall be liable to compensate the loss that may be occasioned to the WBSEDCL on that account. Any letter in writing by the Controlling Officer shall be treated as conclusive on behalf of the WBSEDCL.
- 38. Repeat Order:** The Company may procure the material by placing repeat order maximum up to limit of 50% of the value of the original order on successful performance of the contract at the existing rates, Terms and condition if agreed by the bidder.
- 39. Delivery & Sample Approval:** The tendered items will be delivered by the supplier at the office of the consignee after successful approved by the tender sample approving committee headed by supervising officer on inspection of the sample received at consignee's office by the supplier or at supplier's/ bidder's factory whichever is applicable. The Supplier shall get sample(s) of each & every items/materials/equipments approved as per instruction of the Supervising officer well in advance. The Supervising officer shall have the every discretionary power to allow or disallow any items/materials/equipments based on submission of the sample (s) by the supplier and its specification. Samples to be submitted as per time limit specified in the AOC or NIT. If L1 bidder fails to submit sample material within stipulated time frame as specified, tender may be cancelled and necessary action may be imposed on L1 bidder as per norms' of WBSEDCL.

Sd/-
(Aslamuddin Ahamed)
Divisional Manager
Kandi Division
WBSEDCL

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