



WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Govt. of West Bengal Enterprise)

Regional Office: North 24 Parganas

Administrative Building (Ground & 1st Floor)

B.T. Road, Vivek Nagar, P.S. Titagarh, District North 24 Parganas, Pin 700119

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NOTICE INVITING e-TENDER

NIT No: RM/24PNR/Electrical/2021-22/03

Date 17.12.2021

The Regional Manager, 24 Parganas (N), Region Office, WBSEDCL invites e-tender for the work detailed in the table below.
(Submission of Bid through online)

Sl. No.	Name of the Work	Estimated Amount (Rs)	Earnest Money (Rs)	Period of Completion	Name & address of the Concerned Office
01.	Laying of 11KV 3Cx185sqmm XLPE cable by microtunnelling with allied works for effecting new 11KV HT Bulk Service Connection i.r.o. M/s. Keventer Agro Ltd. at Nilganj under Barasat Division.	8,58,233.00 (Eight Lakh Fifty Eight Thousand Two Hundred Thirty Three Only)	@2% of the estimated cost to be submitted online	30 (Thirty) days from the handover of Site	North 24 Parganas Regional Office, Administrative Building, B.T. Road, Vivek Nagar, P.S. Titagarh, District North 24 Parganas, Pin 700119

- In the event of e-filling intending bidder may download the tender document from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate.
- Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently duly digitally signed by the prospective bidder through the website <https://wbtenders.gov.in>.
- Technical Document and Financial Bid should be submitted online on or before as per the 'Date & Time Schedule' stated in Sl. No.-08.
- The FINANCIAL OFFER of the prospective bidder will be considered only if the TECHNICAL DOCUMENT is found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and absolute in this respect. The list of Responsive and Non-Responsive Bidders will be displayed in the website.
- Eligibility criteria for participation in the tender:**
 - Bonafide, experienced & resourceful contractors of Govt., Semi Govt., Govt. Undertaking Organizations, Govt. Enterprises etc. who have successfully completed similar nature of work / other type of electrical construction job satisfying credential criteria as specified in the **Table-I** of Sl. No. 4 (Submission of Tenders)

of Section- A (INSTRUCTION TO BIDDERS). Bidders are required to upload scanned copy of the following documents against the eligibility criteria.

I. Erection Order / L.O.A of the ordering authority i.f.o. the Contractor / Agency including successful completion certificate. (Mandatory)

II. Performance Certificate against the above. (if any)

III. Payment Certificate against the above. (if any)

5.2. All intending Bidders are required to produce valid copies of current GST Registration certificates, Professional Tax (PT) receipt challan along with PAN Card / IT return as well as EPF , ESI & certificate of compliance of statutory obligations (to be documented through e-filing).

6. No mobilization / secured advance will be allowed.

7. Bids shall remain valid for a period not less than 120 (One hundred twenty) days after date of Bid opening of tender. Bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the bidder withdraws the bid before the period of bid validity without giving any satisfactory explanation for such withdrawals, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

8. Date & Time schedule:-

Sl. No.	Particulars	Date & Time
01.	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	17.12.2021 after 10.00 Hrs
02.	Documents sell / download start date (online).	17.12.2021 after 10.00 Hrs
03.	Bid Submission upload start date (online)	17.12.2021 after 10.00 Hrs
04.	Bid Submission upload end date (online)	27.12.2021 after 15.00 Hrs
05.	Date of submission of physical copy of BG as Earnest Money Deposit (offline)	17.12.2021 after 10.00 Hrs to 28.12.2021 up to 15.00 Hrs
06.	Date for opening of Technical bid (online) for the Bidders	30.12.2021 after 15.00 Hrs
07.	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	To be intimated later.
08.	Date, for opening of Financial Bid (online).	To be intimated later.

9. Earnest Money (EMD):

The following points shall be included in NIT/RFP floated through e-tender website:

(a) A bidder desirous of taking part in a tender invited by Officers of WBSEDCL shall login to the e-Procurement portal of Government of West Bengal <http://wbtenders.gov.in> using his login Id and password.

(b) The bidder shall select the tender to bid and initiate payment of EMD. Following payment option 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 prefilled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.

- III. Submission of EMD through BG:** For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in the EMD exemption document upload section. Physical copy of the BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT.

- (c) EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full.
Partial payment through online mode and remaining submission through BG is not allowed.

(d) General Instruction for Online Payment:

- The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
- Status of NEFT/RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, 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.

(e) Refund /Settlement of EMD Amount:

- For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- For any queries related to payment and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI.

- (f) Successful bidder(s) shall have to mandatorily create vender id through WBSEDCL Web Portal Vendor Corner, if not created earlier.**

Forfeiture of earnest Money:

Earnest money/bid guarantee shall be forfeited incase of following:

- If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.
- If the bidder deviates from any clarification/confirmation given by him sub-sequent to submission of his bid.

In the case of successful bid, if the bidder fails:

- To accept LOI/Order unconditionally and sign contract.
- To furnish contract performance bond as per standard profoma.

10. **Specification of Work:** The work should confirm to WBSEDCL's general conditions of contract, standard specification, approved drawing of the WBSEDCL satisfying relevant provisions of I.E. rules.

11. **Supply of Materials:** Major items of necessary equipment and materials shall be supplied to you by the WBSEDCL from our nearest site stores. In excess of 35 kms. Only cost of transport of excess kilometers beyond 35 kms is payable to you as per approved rate of the WBSEDCL prevailing at the time of actual transport.
12. **Tools & Tackles:** You shall be equipped with reliable sets of tools and tackles in sufficient quantities so as to complete the work entrusted with you as to complete the work entrusted with you as expeditiously as possible.
13. **Safe Custody of WBSEDCL's Property:** You shall be entirely responsible for all the materials issued to you for the works and the executed portion of work till it is officially taken over by the WBSEDCL. It is your responsibility to keep the policy alive throughout the desired period by timely and adequate payment of premium.
14. **Penalty for delay in Completion:** In case of failure to complete the work within time, you will be liable to pay penalty from ½% to 2.5% (depending upon the nature of non performance) of the executed work within the stipulated rate @ ½% for every fortnight.
15. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtained all information that may be necessary for preparing Bid and entering into an agreement for the work / works as mentioned in the NIT, before submitting offer with full satisfaction. The costs for visiting the working site shall be at the bidder own expense.
16. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of the Bid, no cost of Bidding shall be reimbursable by the Tender Inviting Authority. The Tender Inviting Authority reserves the right to accept or reject any / all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the Bidder at the stage of Bidding.
17. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in '**Instruction to bidders**' stated in Section – 'A' before tendering the bids.
18. Work Order & Payment of work will be depend on availability of fund. Intending bidders may consider this criteria while submission of tender and quoting their rate through online. **Regional Manager- North 24 Parganas Region, WBSEDCL shall act as Controlling Officer and the Divisional Manager, Barasat Division & the Assistant Engineer (Tech.), Barasat Division shall act as Supervising Officer & Site In charge respectively.**
19. **Assistant Manager (F&A), Barasat Division, WBSEDCL shall be the Paying Authority.**
20. No Conditional Bid / Incomplete Tender will be accepted under any circumstances.
21. The intending bidder(s) required to quote the rate (percentage above/below/at par) over the total estimated cost put to tender online considering that no escalation and / or price adjustment will be allowed by the department under any circumstances.
22. **a) For the Works the intending bidder(s) are required to quote rates including cost of cement, sand, brick bats, brick ballast, all sort of M.S. And G.I. Nuts, Bolts, Studs and Washers of approved brand and quality. Cable socketing of Cables. Ferule for control cable, Eye Bolts etc.**

b) Rates will also include fabrication cost of all MS Sections which will be supplied by WBSEDCL for Making clamps and other fittings except fabrication of V Bracket and Top Adopter

c) All MS items supplied from the Store of WBSEDCL will be fabricated by the contractor. After fabrication, the fabricated items are to be galvanized by the contractor (scope is mentioned in BOQ). Necessary supervision & testing will be made by the Engineers of the WBSEDCL at the workshop of galvanizing plant as per IS 2633: 1986. The cost of transportation of MS fabricated items to and fro the workshop where galvanization will be done, will be borne by the Contractor which is to be included in the quoted rate.

23. At any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process, found incorrect / manufactured / fabricated, that bid will be considered a nonresponsive and outright rejected with forfeiture of Earnest Money and action will be taken as per stipulation of IT Rules in force.
24. Before issuance of Letter of Acceptance / Work order, the tender accepting authority may verify the credential & other documents of the lowest bidder so uploaded online if found necessary. If it is found such document incorrect / manufactured / fabricated, Letter of Acceptance / Work order will not be issued in favor of the bidder under any circumstances and action will be taken accordingly.
25. The Tender Inviting Authority reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.
26. WBSEDCL, who do not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annual 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 (Tender Accepting Authority) action.
27. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection.
28. Bids shall remain valid for a period not less than 120 (One hundred twenty) days after date of Bid opening of tender.

29. LOSS AND DAMAGE OF MATERIALS:

The contractor shall be responsible for safe custody of all materials until the installation is officially taken over by the Company. For any loss including theft/pilferage/damage during the period of transportation, storage, erection, jointing, reinstatement etc. the same shall be made good by the contractor at his own cost and arrangement.

30. STORAGE CUM ERECTION INSURANCE

"Loss" mentioned in 29.0 of this specification shall also include theft. In case of any theft, the contractor shall lodge FIR with the Police Station within 24 hours of occurrence of the incidence with intimation to the Site Engineer with copy of the FIR. The contractor shall obtain Insurance Policy for all such materials which shall be issued by the Company for the erection of cable and other installation works from the time of taking over the materials from the Company up to the time of taking over of the completed installation work by the Company. The contractor will obtain Insurance in the name of "WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED" with a General Insurance Company. In the event of any loss/damage or both, the contractor shall lodge claim with the Insurance Company and take necessary measures to realize claim from them on behalf of WBSEDCL. The payment received from the Insurance Company against such loss/theft shall be deposited to WBSEDCL.

However, for timely completion of work, the materials may be issued to the contractor by the Company against a receipt of fresh requisition from the contractor on that effect. In spite of the Insurance being made by the contractor, some special security arrangement will have to be ensured by the contractor to prevent theft of Company's property during storage/erection/installation and the cost of such arrangement shall be borne by the contractor. It may be noted neither any materials can be issued by the Company nor the contractor will be allowed to take up the work unless the Insurance coverage obtained. The contractor at his own cost makes adequate arrangement to safeguard the materials. Such arrangement is maintained round the clock along with the entire stretch to eliminate any attempt of damage/pilferage of materials already utilized by them. The damages required to be covered under the Insurance shall include, Fire and allied risk, misc. accidents, (erection risk, workman compensation risk, loss or damage in transit, theft, pilferage etc.) as per project requirement.

All cost on account of insurance liabilities covered under the contract will be to contractor's account. It is the responsibility of the contractor to keep the policy alive throughout the desired period and adequate premium should be paid by them time to time. The policy should cover the material and labor cost of the entire contract. The insurance policy has to be handed over to the Ordering Authority before first lot of material is issued to the contractor.

31. Civil and Electrical activities which are not covered in scope/BPS but are required to complete the job, shall be paid as per published PWD of WB schedule of rates and RE cost data of WBSEDCL respectively as effective on the date of bid opening.
32. Bidder should provide the rates for erection work without GST. Applicable GST will be paid in extra.

32. L1 bid in the range of -20% to -80% of the estimated rate shall furnish an Additional Performance Security in the specified format which shall be equal to 10% of the tendered amount. The additional Performance Security shall be submitted in the form of Bank Guarantee from any scheduled bank valid for a period of 1 (one) year, as per enclosed format, before issuance of the Work Order. Memorandum No. 201-F(Y) at clause VI has permitted the same for contracts involving abnormally low bids.

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

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

WHEREAS (name and address of Contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contract No.
 Dated to (name of execute of Contract and brief description of Works (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled Commercial Bank for the sum specified therein for 'ADDITIONAL PERFORMANCE SECURITY DEPOSIT' for compliance with his obligation in accordance with the Contract;

NOW WHEREAS we (indicate the name of the bank and branch) have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we (indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upto a total of Rs.(amount of guarantee in words). We undertake to pay you, upon your first written demand and without cavil of argument, a sum within the limits of

..... (amount of guarantee) as aforesaid 'without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We (indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We (indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal.....the present absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We (indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any if the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We (indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This Guarantee shall be valid upto.....It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee. Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs.....(Rupees.....) and unless a claim in writing is lodged with us within the validity period i.e. upto.....of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this day of
.....2021. at

by:

SIGNED, SEALED AND DELIVERED
For and on behalf of the BANK
(Signature)
(Name)

(Designation)
(Code Number)
(Address)

NOTES: (1) The bank guarantee should contain the name designation and code number of the officer(s) signing the guarantee

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SECTION – A

INSTRUCTION TO BIDDERS

A. General guidance for e-Tendering

Instructions / Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.

1. 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, through logging on to <https://wbtenders.gov.in> (the web portal). The contractor is to click on the link for e-Tendering site as given on the web portal.

2. 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 Information's Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause-2 of Guideline to Bidder DSC is given as a USB e-Token.

3. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

4. Submission of Tenders:

Tenders are to be submitted through online in the website in two folders at a time for each work, one as Technical Proposal & the other as Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) The documents are to be uploaded (virus scanned copy) duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

4.1. Technical proposal:

The Technical proposal should contain scanned copies of the following in one cover (folder).

- 4.1.1. Non Statutory / Technical Document Cover file containing Certificates, Company Detail(s), Credentials and Financial Information as given in the Table-I of this Clause.

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

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

Table - I

Sl. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	a) PAN Card. b) Copy of I.T. return for last 3 (three) financial years. c) GST registration certificate. d) Professional Tax Clearance Certificate for the last month. e) EPF registration certificate and challan for last month. f) E.S.I Registration (if applicable).
02.	Company Detail(s)	Company Detail	

03.	Credentials	Credential	<ul style="list-style-type: none"> a) Performance as prime contractor (having supervisor for this particular voltage level) for execution of similar nature of work of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. for last 5 (five) years and details of work in hand. b) Documents of Credential (in the form of successful work completion certificates and payment certificates) of executing similar nature of works / other type of electrical works of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. in last five years of not less than - <ul style="list-style-type: none"> i. 3 nos. works (similar nature of works / other type of electrical works costing not less than 30% of the estimated cost or ii. 2 nos. works (similar nature of works / other type of electrical works) costing not less than 40% of the estimated cost or iii. 1 nos. works (similar nature of work / other type of electrical works) costing not less than 50% of the estimated cost.
04.	Financial Information	Financial Information	<ul style="list-style-type: none"> a) Copy of IT returns for last 3 financial years. b) Annual Audited Financial Report for last 3 years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whose Audits of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA and Form 3CB) for last 5 years. [Non-statutory documents] c) Average annual turnover during last 3 years shall not be less than 30% of the estimated cost. d) Working capital in the year, proceeding the year of bid submission shall not be less than 30% of the estimated cost. e) In case documents certifying credit facility from a scheduled bank is submitted, the requirement given in clause above (d) shall be judged by adding available credit facility and working capital taken together.

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

4.2. **Financial proposal:**

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to quote the rate (Offering above / below / at par) online through Computer in the space marked for quoting rate in the BOQ.

Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor

5. Opening and evaluation of tender:

5.1 Opening of Technical Proposal

- i. Technical proposals will be opened by the Tender Inviting Authority or his authorized Representative electronically from the website stated above, using their Digital Signature Certificate.
- ii. Technical proposals for those tenders whose original copy of BG (in case opted for EMD exemption) towards EMD have been received within due date will only be opened. Proposals corresponding to which original copy of BG towards EMD has not been received, will not be opened and will stand rejected.
- iii. Intending bidders may remain present, if they so desire.
- iv. Cover (Folder) for Statutory Documents (vide Clause 7.2.A) will be opened first and if found in order, Cover (Folder) for Non-statutory Documents (vide Clause 7.2.B) will be opened. If there is any deficiency in the Statutory Documents, the tender will summarily be rejected.
- v. Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.

5.2 Techno-commercial Evaluation of Tender

- i. While evaluation, the Tender Inviting Authority or his authorized representative may summon the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- ii. The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the Techno-commercially qualified bidders.

5.3 Opening and evaluation of Financial Proposal

- i. Financial proposals of the bidders declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the mentioned date.
- ii. The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
- iii. After opening of the financial proposal the preliminary summary result containing *inter alia*, the name of bidders and the rates quoted by them will be uploaded.
- iv. The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.

6. Revision / withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority.

7. Penalty for suppression / distortion of facts:

If any bidder fails to produce the original hard copies of the document like Successful Completion Certificate and any other documents on demand of the department within a specified time frame or if any deviation is detected in the original copies from the uploaded soft copies, it may be treated as submission of false documents by the bidder and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

9. Rejection of Bid:

The Employer (Tender Accepting Authority) 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 Employer's (Tender Accepting Authority) action.

8. Award of Contract:

The bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through Acceptance Letter / Letter of Acceptance. The notification of award will constitute the formation of the contract.