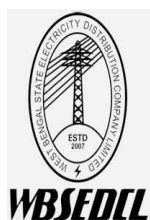


West Bengal State Electricity Distribution Company Limited



(A Government of West Bengal Enterprise)
**Kakdwip Division , Ganeshpur, 3rd Gheri,
near Kakdwip 33/11 KV Substation, Kakdwip
South 24 Parganas, Pin - 743347**

Phone no-8900798280

E-Mail: Kakdwip.division@gmail.com

Registered Office: “Bidyut Bhavan”, Block – DJ, Sector – II, Bidhannagar, Kolkata – 700091, Website: www.wbsedcl.in

Corporate Identity Number (CIN): U40109WB2007SGC113473.

NOTICE INVITING e-TENDER

NIT No. : KDD/TENDER/VCB REPAIRING/ 1687

DATE:21.11.2022

The Divisional Manager, Kakdwip Division Office, WBSEDCL, invites e-Tenders (on Item Rate Template) for the work detailed below :- (Submission of Bid through online)

	Name of Work	Tendered Amount (Rs)	Earnest Money Deposit(EMD) Rs.	Period of Completion	Name & address of the Concerned Office
01.	<i>Tender for Repairing, Overhauling, Servicing and necessary rectification of 11 KV VCB as well as Busbar and 33 KV Outdoor VCB at Rudranagar 33/11 Sub-Station, under kakdwip(D)Division for upcoming Gangasagar Mela 2023.</i>	Rs.-266556.00/- (Rs: Two lakhs Sixty six thousand and five hundred and fifty six only)	5400.00/- (Rs: Five thousand four hundred only)	15 (fifteen) days	Kakdwip Divisional Office, WBSEDCL, Ganeshpur, 3 rd Gheri, Kakdwip, Pin - 743347

1. Intending Bidders shall login to the e-Procurement portal of Government of west Bengal <https://wbtenders.gov.in> using his login Id and password
2. Earnest Money Deposit (EMD) in e-tendering process will be collected and refunded in online mode via dedicated bank account maintained at corporate level instead of depositing DD/Pay Order to the tender inviting authority.
3. E-tender portal is maintained by NIC and payment gateway facility available in e-tender portal is maintained by ICICI Bank.
4. Facility for collecting EMD via offline mode has been discontinued in e-tender portal as per order.
5. As per the procedure defined for online collection in e-tender process, EMD amount deposited by bidders is initially held in a pool account of Government of West Bengal maintained by ICICI. Only the amount corresponding to successful bid will be transferred to WBSEDCL Bank Account after completion of tendering process on awarding Award of Contract (AOC). EMD for unsuccessful bids will be returned to bidders automatically from NIC portal after completion of tendering process.
6. For technically rejected bids, EMD amount will be automatically returned to bidders after the bid is technically rejected in e-tender portal.
7. Payment status of bids submitted against NIT's will be available in MIS reports provided in e-tender portal maintained by NIC.
8. Successful bidder (s) shall have to create vendor id through WBSEDCL web portal vendor corner, if not created earlier.
9. The bidder shall 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 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 BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT.
10. **General Instructions for Online Payment:**
 - a. The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment.
 - b. Status of NEFT/RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complication.



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- c. 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).
- d. The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

11. 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 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.

12. Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed by the Bidder through the website <https://wbtennders.gov.in>. (Details of which has been narrated in 'Instruction to Bidders'). Technical Document and Financial Bid should be submitted online on or before as per the 'Date & Time Schedule' stated in Sl. No.-8.

13. Eligibility criteria for participation in tender:

- Working and enlisted contractors of WBSEDCL & WBSETCL.
- Any erection Order/ L.O.A of similar nature of work i.f.o. the Contractor/Agency, accordingly Completion and Payment Certificate against the above. (if any).
- GST registration details.
- EPF registration (optional)
- Copy of I.T Return for last three financial years (Optional)
- PAN Card
- E.S.I. Registration no (for execution of works in ESI coverage area)(optional)
- Electrical Contractor's License (optional)

14. 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

15. No mobilization advance and secured advance will be allowed.

16. Bid Validation : Bid shall remain valid for a period not less than 270 (Two hundred seventy) days after date of Bid opening of tender. 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).

17. Earnest Money / Bid Guarantee: The amount of Earnest money @ 2% of the estimated amount put to tender in the shape of Bank Draft or Pay order of any Scheduled Bank to be drawn in favour of the "West Bengal State Electricity Distribution Company Limited" payable at Kolkata. The bid guarantee shall be valid for 5 (five) calendar months with a claim period up to 3 (three) months from the date of opening of bid. Bid guarantee of the unsuccessful Bidder will be released after finalization of tender against the prayer of the contractor. No interest shall be payable by WBSEDCL on the above Bid guarantee.

18. Date and Time Schedule:

Sl.No.	Particulars	Date & Time
1.	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	28.11.2022 at 15.00 hrs
2.	Documents sell / download start date (online).	28.11.2022 at 15.00 hrs
3.	Pre Bid meeting	29.11.2022 at 11.00 hrs
4.	Bid Submission upload start date (online)	29.11.2022 at 15:00 hrs
6.	Bid Submission upload end date (online)	06.12.2022 at 15.00 hrs
8.	Date for opening of Technical bid (online) for the Bidders	08.12.2022 at 16:00 hrs
10.	Date, for opening of Financial Bid (online).	To be intimated later.



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19. Specification of Work: The work should confirm to WBSEDCL's general conditions of contract and satisfying relevant provisions of I.E. rules.

20. 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 expeditiously as possible.

21. Penalty for delay in Completion:

11.1 If the contractor fails to complete the work successfully within the time specified in the contract or any extension thereof, the company shall recover from the contractor as liquidated damages a sum of half percent (0.5%) of the contract value of works for each calendar week of delay or part thereof of delay subjected to Force Majeure.

11.2 The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work. An extension of time without imposition of liquidated damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted by the contractor who has to establish that the extension of time required by him was not due to his fault.

22. The Bidder at the Bidders 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 costs of visiting the site shall be at the Bidders own expense.

23. 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.

24. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in "Instructions to Bidders" stated in Section 6 (Submission of Tenders) before tendering the bids.

25. Exemption from deposition of earnest money deposit (EMD) shall not be allowed under any circumstances.

26. Conditional / Incomplete tender will not be accepted under any circumstances.

27. 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.

28. Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.

29. The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tender(s) or to split the whole work to more than one contractor without assigning any reason whatsoever.

30. The WBSEDCL reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

31. Purchase Order & Payment of work will be depended on availability of fund. **The Divisional Manager- Kakdwip Division, WBSEDCL shall act as Controlling Officer and the Divisional Engineer Tech -I and Jr.Manager(store),Kakdwip Divisional Store shall act as Supervising Officer / Site In charge and store in charge respectively.**

32. BILL CHECKING/PASSING AUTHORITY AND PAYING AUTHORITY: The Manager (F&A), Kakdwip Division,WBSEDCL shall be the paying authority.

33. The intending Bidder(s) required to quote the rate (on Item Rate Template) and put to tender online considering that no escalation and / or price adjustment will be allowed by the department under any circumstances (exclusive GST).For Electrical 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.

34. Electrical activities which are not covered in scope but are required to complete the job, shall be paid as per published RE cost data of WBSEDCL respectively as effective on the date of bid opening.

Sd/-

**Divisional Manager
Kakdwip Division,
WBSEDCL**



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INSTRUCTION TO BIDDERS

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

2. Registration of Contractor: Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System of West Bengal, through logging onto <http://www.wbtenders.gov.in> (the web portal) the contractor is to click on the link for e-Tendering site as given on the web portal.

3. Digital Signature certificate (DSC): Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause-2 of Instruction to Bidder. DSC is given as a USB e-Token.

4. Downloading of Tender documents: The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once logs on to the website mentioned in clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

5. Participation in more than one work: A prospective bidder shall be allowed to participate in the job individual. If found to have applied severally in a single job all his applications will be rejected for that job.

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

6.1 Technical proposal: The Technical proposal should contain scanned copies of the following in two covers (folders).

6.1.1 Statutory Cover file Containing:

- a) Bank Draft / Bankers Cheque / Pay Order towards earnest money (EMD) as prescribed in the N.I.T. against of work of any Scheduled Bank in favour of "West Bengal State Electricity Distribution Company Limited" payable at Kolkata.

6.1.2 Non Statutory / Technical Document Cover file Containing:

- i. GST registration details
- ii. EPF registration Certificate (Optional)
- iii. PAN Card
- iv. E.S.I. Registration no (for execution of works in ESI coverage area (Optional)
- v. Electrical Contractor's License with validity (Optional)
- vi. Electrical Supervisor's Certificate with validity (Optional)
- vii. Requisite Credential Certificates as mentioned earlier (Optional)

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

THE ABOVE STATED NON-STATUTORY / TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER: Click the check boxes beside the necessary documents in the My Document list and then click the tab "**Submit Non Statutory Documents**" to send the selected documents to Non-Statutory folder. Next Click the tab "**Click to Encrypt and upload**" and then click the "**Technical**" Folder to upload the Technical Documents.

6.1.3. *Opening of Technical proposal:* Technical proposals will be opened by the Divisional Manager, Kakdwip

Division, Ganeshpur 3rd Gheri, Kakdwip, Pin: 743347, WBSEDCL and his authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).

- a) Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.
- b) Summary list of technically qualified bidders will be uploaded online.
- c) Pursuant to scrutiny & decision of the Department, the list of eligible bidders will be uploaded in the web portal.

6.2 **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 (on Item Rate)** online through Computer in the space marked in the BOQ. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

7. 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

8. CLARIFICATION OF BIDDING DOCUMENT: 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 Divisional Manager, Kakdwip Division, WBSEDCL Ganeshpur 3rd Gheri, Kakdwip, Pin: 743347, ----- within the date specified for this purpose. The clarification given in the pre-bid discussion shall be final and binding on the bidder.

9. BID PRICES:

Quoted price should be excluding of GST. Necessary GST will be paid extra as applicable.

10. PROCESS TO BE CONFIDENTIAL:

10.1 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.

10.2 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.

11. TIME SCHEDULE: The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the N.I.T.

12. EVALUATION AND COMPARISON OF BIDS:

12.1 On examination of document submitted under different covers WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.

12.2 Evaluation of bid will include and will take into account:

12.2.1 Cost of construction/erection including taxes & duties etc.

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

12.2.3 The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.

12.2.4 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.

12.2.5 Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

13. 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 purchaser does not take any responsibility what- so-ever regarding taxes under Indian Income Tax Act, for the contractor or his personnel. If it is obligatory under the provisions of Indian Income Tax Act, deduction of Income Tax at source shall be made by the purchaser.

b. All other duties/levies payable (excluding service tax) by the bidder shall be included in the bid price and no claim on this behalf will be entertained by the owner.

14. LAWS GOVERNING CONTRACT: The contract shall be construed according to acts/laws in force in the country and shall be under the jurisdiction of Calcutta High Court.

15. 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.

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:

16.1 **"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

16.2 **"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 no-competitive levels and to deprive the owner of the benefits of free and open competition.

16.3 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.

16.4 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.

17. INSURANCE: The successful 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 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 Bidder's alone.

18. CORRECTNESS AND SUFFICIENCY OF RATES QUOTED (on Item Rate) IN THE TENDER :The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of works. The rates and price quoted shall cover all obligation of the bidder under the contract and all materials, labour etc. necessary for proper completion and maintenance of the work.

19. PENALTY FOR SUPPRESSION / DISTORTION OF FACTS: If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), 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 actions 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 Employer's action.

20. 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

21. AWARD OF CONTRACT: The Bidder who's Bid would be accepted will be notified by the authorized official through acceptance letter/Letter of award. The notification of award will constitute the formation of the Contract. The Agreement will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents.

22. 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. Owner 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 in to account in preparing their bids, the owner 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.

Sd/-

Divisional Manager
Kakdwip Division
WBSEDCL



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ANNEXURE -I

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER (For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I. _____, Partner/Legal Attorney/Accredited representative of
M/S _____, solemnly declare that:

1. We are submitting Tender for the Work _____ against
Tender Notice No _____ Dated _____

2. None of the Partners of our firm is relative of employee of W.B.S.E.D.C.L.

3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.

4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.

5. If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

Signature of the Tenderer

Dated _____



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ANNEXURE-II

Format of Letter of Bid

LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-tendering PORTAL OF NIC)

To.
The Tender Committee

Sub : Letter of Bid for the work

Ref : 1. NIT No_____dated_____

2. Tender Id No_____

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

This Bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us.

We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

Signature of the Tenderer

Dated_____



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ANNEXURE-III

Dated:_____

DECLARATION BY THE TENDERER

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Tender and other tender documents mentioned therein. I/We have also carefully gone through the 'Bill of Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed construction in all respects.

I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the department.

Signature of Tenderer

Postal address of the Tenderer



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GENERAL CONDITIONS OF CONTRACT

1. CONDITION FOR WORKS :

1. Work should be carried out in the strict supervision of Supervision Officer.
2. Work will be carried out only on the feeder which is availed with line clear by Lineman or Site In Charge.
3. If any accident will occur, company will not be held responsible for any compensation to labour on contractor.
4. Contractor should observe labour laws as per prevailing rules.
5. All tools, Tackles are used in works will be provided by contractor.
6. Transportation of labour for maintenance work should be done by contractor.
7. Colors should be uses standard make Asian / Berger paint.

2. SCOPE OF WORK: Scope of work includes “Tender for Repairing, Overhauling, Servicing and necessary rectification of 11 KV VCB as well as Busbar and 33 KV Outdoor VCB at Rudranagar 33/11 Sub-Station, under kkdwp(D)Division for upcoming Gangasagar Mela 2023.”. The different items of work have been elaborated in the schedule of work.

Description of work : *Tender for Repairing, Overhauling, Servicing and necessary rectification of 11 KV VCB as well as Busbar and 33 KV Outdoor VCB at Rudranagar 33/11 Sub-Station, under kkdwp(D)Division for upcoming Gangasagar Mela 2023.*

3. PERFORMANCE BOND/SECURITY DEPOSIT: In respect of successful Bidder, the Earnest Money deposit on acceptance of Tender shall be converted as a part of the Security Deposit. The successful bidder shall have to submit balance Earnest money, if required, to make the initial Security money amounting to 2% of the contract price after placement of Letter of acceptance/Letter of award within specified period. Balance of Security Deposit equivalent to 10% (Ten percent) of contract amount shall be realized by recovering from the progressive bill @ 8% (Eight percent) of the amount of each such bill. In all cases the amount of recovery of the Final Bill will be so adjusted as to make the total amount of Security Deposit equivalent to 10% (Ten percent) to the value of work so executed.

The WBSEDCL reserves the right to ask for Performance Guarantee upto 10% of the tendered amount from the successful bidder.

4. REFUND OF SECURITY DEPOSIT: Refund of Security deposit shall be subject to Company's right to deduct/appropriate its dues against the contractor or under this contract or any other contract. The performance Bond/Security Deposit for all type of Bids shall be released only after satisfactory expiry of the guarantee period /defect liability period. All types of Manufacturers' guarantee/warranty wherever applicable are to be issued/revalidated in the name of owner by the contractual agency.

5. REFUND OF EARNEST MONEY: The earnest money shall be retained initially for all bidders. Refund of earnest money of the unsuccessful bidders shall be made immediately after finalization/placement of order. Bidders shall collect D.C.R. from the respective cash section for deposition of earnest money. The earnest money for the unsuccessful bidders shall be released on submission of original receipt duly pre-receipted along with an application.

6. FORFEITURE OF EARNEST MONEY/ BID GURANTEE: Earnest money/Bid guarantee shall be forfeited in case of following:

- 6.1 If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.
- 6.2 If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
- 6.3 In case of successful bidder, if the Bidder fails:
- 6.4 To accept LOI/Order unconditionally and sign contract to furnish the contract performance bond wherever applicable.

7. DEFECT LIABILITY PERIOD

7.1 The term “defect liability period” shall mean the period of **twelve (12)** months from the Date of completion of the work. If any defect is found within the defect liability period the contractor shall be liable to rectify/replace the materials at their own cost and responsibility.

7.2 In case any defect of work is detected by the controlling officer within the period of six months, the defect liability period shall continue beyond six months.

7.3 Defects/rectification work so notified shall have to be attended and completed satisfactorily within the specified date or as deemed fit by the Controlling Officer. For faithful & due fulfilment of all obligations, this defect liability period shall be covered by Security Deposit submitted by the contractor detailed in clause 5.

7.4 After completion of defect liability period, and on completion of satisfactory rectification of defects, if any reported within the defect liability period, and on receipt of the application from the contractor the controlling Officer of the work will recommend release of security deposit.

8. MANNER OF EXECUTION OF CONTRACT AGREEMENT

8.1 The successful bidder has to submit acceptance of the LOI/order within **10(ten)** days from the date of issue of the Letter of Intent/order. The successful bidder may be required to execute an Agreement on a non-judicial stamp paper of Rs 100/- with the company with all related documents for satisfactory execution of the work.

8.2 The agreement shall be signed on a date and time to be mutually agreed upon in the office of the controlling officer of the work and the same has to be signed by both the parties within 30 days from date of acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract agreement on behalf of the contractor is to be submitted before signing of the agreement.

8.3 The agreement shall be signed in original and five photo copies. The original agreement shall be retained by the Company and a copy will be handed over to the Contractor.

9. GENERAL REQUIREMENT

9.1 The contractor shall execute, complete and maintain the work as per direction of the Controlling Officer/Engineer-in-Charge of the work or his representative

9.2 **Contractor to submit programme:** Within 14 (fourteen) days from the date of issue of letter of intent/order, the contractor shall submit a programme showing the order, procedure and method in which he proposes to carry the work.



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9.3 Contractor's staff at site: The Contractor shall provide at site his authorized representative duly approved by the controlling officer (approval may be withdrawn for a person, if necessary). The contractor and/ or his authorized representative is to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on behalf of the contractor) direction and instructions from the Controlling Officer/ Engineer-in-charge or his representative.

9.4 Removal of persons employed at site: The Controlling Officer/ Engineer-in- Charge shall be at liberty to ask the contractor to remove from the site any person, employed by the contractor in the execution of work, who in the opinion of the Controlling Officer/ Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the work without the permission of the Controlling Officer/ Engineer-in-Charge.

9.5 Setting out: The contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of the work. If any time during the progress of the work any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the work, the contractor on being asked to rectify by the Controlling Officer/ Engineer-in-Charge or his representative shall at his own expense rectify such error to the satisfaction of the Controlling Officer/ Engineer-in-charge.

9.6 Protection of work : The Contractor shall in connection with the work provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary if required by the company or by any competent authority for the protection of the work or for the safety and convenience of the public or others.

9.7 Care of works: From the commencement to the completion of the works, the Contractor shall take full responsibility for the care of permanent works, therefore and of all temporary works and in case of any damage, loss, or injury to works or to any part thereof or any temporary works due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the works shall be in good order and condition and in conformity in every respect with the requirements of the contract. The contractor shall take every practicable precaution not to damage or to cause injury to any adjoining or other properties or to any persons. However even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.

9.8 Workmen's Compensation for accident or injury to any workman: The Company shall not be liable for damages or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall have to pay all claims, demands, preceding costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance policy covering provisions for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.

9.9 Facilities for other Contractors: The Contractor shall afford all reasonable Facilities for any other contractor employed by the company in execution on or near the site of any work not included in the contract.

9.10 Clearing site on completion: On Completion of the work the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary work of every kind and leave the whole of the site and work clean and in good and tidy condition to the satisfaction of the Controlling Officer/ Engineer- in-charge.

9.11 Any services if affected by the work must be restored by the contractor on emergency basis at his own cost. After completion of the work; the finishes shall be of high quality and of approved standard.

10. CHANGE OF QUANTITY: The quantity mentioned in the schedule of work is provisional. The company reserves the right to vary the quantities as may be necessary but such variation shall be limited to $\pm 25\%$ (plus or minus twenty five percent) of the contract price. Payment shall be made as per execution.

11. LABOUR LICENSE: Contractor will have to obtain Labour License in respect of the above work as per Contract Labour (Regulation & Abolition) Act, 1970 as early as possible.

12. COMPLIANCE OF LABOUR LAWS: The contractor shall comply all statutory labour laws to protect the labourers engaged by them. In this connection the contractor will be required to execute an indemnity bond (as per specimen enclosed as Annexure-B) after placement of letter of intent/ order.

13. NIGHT AND HOLIDAY WORK: If any work of permanent nature is to be carried out in three shifts and/or in Sundays & Holidays, prior written permission of the Controlling Officer shall have to be obtained.

14. DEDUCTIONS OF PROVIDENT FUND & REMITTANCE THEREOF IN RESPECT OF CONTRACT LABOURERS: In respect of casual workers or workers engaged for any job for a very short duration or sporadic nature having no employer-employee relationship and engaged in works which are neither preparatory, nor incidental, nor any way connected with the main operation of the establishment, deduction of provident fund and remittance thereof in respect of the contract labours will not be applicable. However it is further clarified that no mechanical approach should be adopted in deciding the applicability of the Act and each case should be considered on its own merits.

15. VARIATION, OMISSION, and ADDITION & ALTERATION: The Contractor shall not modify the work except under direction in writing by the Company. The quantities provided in the Schedule of work are provisional only, which may vary up to any extent or may be deleted altogether. The quoted rate of each item shall remain firm till completion of contract. The Company reserves the right to alter, amend, and omit or otherwise vary the quantities as may be necessary but such variation will be limited to $\pm 25\%$ (plus or minus twenty five percent) of the contract price. Payment shall be made as per actual execution.

16. MEASUREMENTS AND TERMS OF PAYMENT :

16.1 All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the measurement book/ log book etc. as prescribed by the company so that a complete record is obtained of all works performed under the contract and the value of work can be ascertained and determined there from.

16.2 Measurement shall be taken jointly by the supervisory officer or his authorized representative and by the contractor or his authorized representative. Every measurement thus taken shall be signed and dated by both the parties.

16.3 In the event of failure on the part of the contractor to attend or send his authorized representative after receiving the information to countersign or record objection within a week from the date of measurement, the measurement taken by the



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Engineer-in-charge/controlling officer or his authorized representative shall be taken to be correct measurement of the work done.

16.4 Progressive R/A bills against the prayer of the contractor, for an amount of minimum 20 %of the ordered value or as deemed justified by the controlling officer shall be released against certification by the controlling officer after deducting the amount already paid or other amounts as may be deductible. The bills shall be released within 30(thirty) days of its submission if all formalities as per terms of the contract is maintained. The final bill shall be released on completion of the work in all respect and fulfilment of all contractual obligations by the contractor.

16.5 The company reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed item, if any, of the contractor exceeds the amount of such overpayments and irrespective of the fact whether such disputed claims of the contractor are subject matter of arbitration or not. The amount of such overpayment may be recovered from subsequent bill, under the contract, failing that from contractor's claim under any other contract with the company or from contractors security deposit or from the amount retained or the contractor shall pay the pay the overpayment on demand.

17. COMPLETION OF CONTRACT: All works under the contract must be completed by period of completion mentioned in NIT while portions of work as per programme settled in consultation with the controlling officer shall be completed by the date stipulated in the programme. It is to be noted that time is the essence of the contract and any default on the part of the contractor 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 the payment of liquidated damages, the company shall have the right, without prejudice to any other clauses, to terminate the contract forthwith and to take possession of balance work/ materials and have the same allotted to any other agency and the contractor shall be liable to compensate the loss that may be occasioned to the Company on that account. Any letter in writing by The Controlling Officer shall be treated as conclusive on behalf of the Company.

18. EXTENSION OF TIME: If the work is suspended due to reasons beyond the control of the contractor, the contractor shall immediately give notice in writing within 7(seven) days to the controlling officer for each occasion. On receipt of such notice, the controlling officer may verify the matter and agree to extend the completion period as may be reasonable but without prejudice to other terms and conditions of the contract as the case may be if the reasons behind the suspension of work are found to be justified.

19. LIQUIDATED DAMAGES:

19.1 If the contractor fails to complete the work successfully within the time specified in the contract or any extension thereof, the company shall recover from the contractor as liquidated damages a sum of half percent (0.5%) of the contract value of works for each calendar week of delay or part thereof of delay subjected to Force Majeure.

19.2 The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work. An extension of time without imposition of liquidated damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted by the contractor who has to establish that the extension of time required by him was not due to his fault.

20. COMPANY'S RIGHT TO TERMINATE THE CONTRACT: If the contractor neglects or fail to proceed with the work proportionate to the scheduled time of completion or fails to complete the work within scheduled time of completion or within extended time approved by the company, the company shall have right to terminate the order, Letter of intent, after giving notice in writing to the contractor. If the contractor fails, after 14(fourteen) days" of such notice, to proceed with the work in the manner notified, the company shall terminate the contract and call the contractor to take joint measurement along with the Engineer for finished portion of work. If the Contractor does not appear for a joint measurement, ex party measurement taken by the company will be taken as final.

In that case, the company shall take possession of the work site and may engage other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and security deposit. If the contract is terminated as above, the contractor shall have no claim for compensation against the company for any loss or deterioration of any materials that he may have collected or engaged or entered into on account of the work.

21. QUALITY OF WORK AND MODE OF MEASUREMENT: As regards to execution of work and the mode of measurement relevant stipulation of P.W.D & R.E. schedule of rates (applicable at site of work) in this respect shall be applicable. The Contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing and measurements at his own cost.

22. DEDUCTION OF TAXES AND CESS FOR BOCWWC ACT, 1996: As applicable.

23. FORCE MAJEURE: The Contractor shall not be liable to pay any liquidated damage for delay/failure to perform the contract for reasons of force majeure such as acts of the public enemy, acts of Governments, fire, flood, epidemics, quarantine restriction, strikes, freight embargos and provided that the contractor shall within 10(ten) days from the beginning of such delay notify the Company in writing of the cause of delay. The Company shall verify the facts 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 your 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.

29. SUB-LETTING OF CONTRACT: The contractor shall not, without the written consent of the Company, assign or sublet his contract or any part thereof, other than for raw materials, or for any part of the work provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. In the event of sub-letting of contract or any part thereof is permitted, the fact that such permission has been accorded shall not establish any contractual relationship between the approved Sub-vendor and WBSEDCL of any of his liabilities and obligations under the contract.



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30. LIABILITY OF ACCIDENTS AND DAMAGE: The Contractor shall be responsible for the loss, damage or depreciation of the Company's materials while in their custody and until the same is taken over by the Company. Until the completed work is taken over by the Company the contractor shall also be liable for and shall indemnify the Company in respect of all injury to person or damage to property resulting from the negligence of the contractor or his workmen or sub-contractor or from defective workmanship etc.

31. SETTLEMENT OF DISPUTES: All disputes concerning question of act arising under the contract shall be decided by the owner/company on receipt of written appeal by the contractor. Any dispute or differences arising out of or in connection with this contract shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subject to settlement under the jurisdiction of Calcutta High Court.

32. SAFETY RULES: The bidder shall also provide necessary fencing and lights to protect the public from accident. Fire extinguishers shall be kept by the bidder at the side of works where there is risk of fire hazard. Adequate washing facilities shall be provided near the place of work. When the work is done near any place where there is risk of drowning, all necessary equipments shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of work. These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot. The persons responsible for compliance of code shall be named by the bidder. To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement made by the bidder shall be open to inspection by the employer and WBSEDCL. Notwithstanding the above clauses there is nothing in those to exempt the bidder from the operations of any other Act or Rule in force in the Republic of India. All storage, handling & use of flammable liquids shall be under the supervision of qualified persons. First aid arrangements with the degree of hazard and with no. of workers employed shall be maintained in a readily accessible place throughout the whole of working hours.

REPORTING OF ACCIDENT: All accidents, major or minor, must be reported immediately to WBSEDCL and the contractor will provide first aid to the injured person immediately. The injured person shall report to the First Aid Station along with the "Injured on work" form as per appropriate proforma duly filled in quintuplicate and submit to the Medical Officer of the First Aid Station.

SERIOUS INJURIES: In case of serious injuries, the following procedure shall be adopted by the contractor.

- i) To provide first aid at his own First Aid Station.
- ii) To take the injured person to the hospital along with the "Injured on work" form duly filled in.
- iii) To report the accident to WBSEDCL.

FATAL ACCIDENT: Fatal accidents must be reported immediately to WBSEDCL as well as to the Police.

PENALTY: Failure to observe the Safety Rules will make the contractor liable to penalty by way of suspension of work and termination of contract. Adequate arrangement for proper lighting & guarding shall be made at the work site.

33. RISK PURCHASE: In the event of failure of the contractor to execute the work timely and/or to the satisfaction of WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD., the order/Letter of Award may be terminated prematurely and the balance work may be got done through any other agency at risk and cost of the contractor.

Sd/-

Divisional Manager
Kakdwip Division
WBSEDCL