



WBSEDCL

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Government of West Bengal Enterprise)

OFFICE OF THE CHIEF ENGINEER : DISTRIBUTION

CIN : U40109WB2007SGC113473

VIDYUT BHAVAN : BIDHANNAGAR : KOLKATA- 91

INVITATION OF BID

(DOMESTIC COMPETITIVE BIDDING)

FOR

FORMULATION OF RATE CONTRACT

FOR

**FIXING/LAYING OF OPTICAL FIBER CABLES & DATA COMMUNICATION
CABLES ON ELECTRIC POLES WITHIN THE JURISDICTION OF WBSEDCL**



WBSEDCL

TENDER NOTICE No.: WBSEDCL/CED/OFC-POLES/e-TENDER/2020-21/19, dated. 08.12.2020

Sd/-

(S. Mukherjee)
Chief Engineer (Dist)
WBSEDCL

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

Distribution Head Quarter : 1st Floor, 'D'- Block

Vidyut Bhavan: Bidhannagar : Kolkata -700 091

The Chief Engineer (Dist), WBSEDCL, 1st Floor, "D" Block, Vidyut Bhavan, Saltlake, Sector-II, Kolkata- invites **"e-bids/tender"** for the project detailed in the table below (Submission of Bids e-tender mode) from reputed, experienced, bonafide & resourceful firms meeting minimum eligibility criteria as specified in the NIT document.

Name of the Work :	FORMULATION OF RATE CONTRACT TO FIX/LAY OPTICAL FIBER CABLES & DATA COMMUNICATION CABLES ON ELECTRIC POLES WITH IN THE JURISDICTION OF WBSEDCL, SPREADING ACROSS THE STATE OF WEST BENGAL MAXIMUM NOs OF CABLES to BE LAID ON EACH POLE : 10 nos
Cost of Bid Document(non-refundable) :	Rs.6000/- (Six Thousand Only) +18% GST, i.e Rs 7080/- (Seven Thousand and Eighty Only) in the form of Demand Draft in favour of "West Bengal State Electricity Distribution Company Limited" from any Indian Schedule Bank, payable at Kolkata.
Publishing date and time :	15.12.2020 at 11:00 AM
Documents Downloading Start Date:	15.12.2020 at 11:00 AM
Seeking Clarification Start Date:	16.12.2020 at 11:00 AM
Seeking Clarification End Date:	18.12.2020 at 4:00 PM
Pre-Bid Discussion/Meeting:	22.12.2020 at 11:30 AM----at Vidyut Bhavan, 1 st Floor "D" Block, Kolkata-91
Start date of Bid submission:	24.12.2020 from 3=00 PM
End date of Bid submission:	04.01.2021 up to 3=00 PM
Document Downloading End Date:	04.01.2021 up to 3=00 PM
Last date of physical submission of the cost of bid & bid guarantee and other documents as per annexure	05.01.2021 up to 3=00 PM
Techno-Commercial Bid Opening Date:	14.01.2021 at 3=30 PM
Financial Bid Opening Date:	To be communicated later on
Website for downloading BID documents, corrigendum and addendum :	www.wbtenders.gov.in & www.wbsedcl.in
Validity of the Bid:	180 (One hundred eighty) days from the date of opening of Techno Commercial Bid.

DISCLAIMER

This Tender Document is not an agreement and is not an offer or invitation by/to any Bidder other than one that qualifies based on evaluation of submitted BIDs. The purpose of this tender document is to provide information to the potential Bidders to assist them in responding to this Tender Document. Though this Tender Document is prepared with sufficient care to provide all required information to the potential Bidders, they may need more information than that has been provided. In such cases, the potential Bidders are solely responsible to seek the information required for, at their own price, WBSEDCL reserve the right to provide such additional information at its sole discretion. In order to respond to the Tender Document, if required and with the prior permission, the potential Bidder may conduct his own study and analysis, as may be necessary.

WBSEDCL's no representation or warranty shall incur no liability under any law, statute, rules or regulations on any claim the potential Bidder may make in case of failure to understand the requirement and respond to the Tender Document. WBSEDCL may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document. WBSEDCL is not bound to accept any or all the tenders and reserves the right to reject any or all tenders without assigning any reasons. No applicant shall have any cause of action or claim against WBSEDCL or its officers, employees, advisors, agents, successors or assignees for rejection of tender.

Although WBSEDCL has taken adequate care while preparing the Bid documents, the Bidders shall satisfy himself that document is complete in all respects. The Bidders shall intimate any discrepancy in the Bid document to this office during due course up to the pre-bid discussion from the date of publishing the bid documents. If no intimation is received by this office from the Bidder it would be assumed that the bid documents are complete in all respects.

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Section-I: Invitation for Bids (IFB)

THE RIGHT TO FIX/LAY OPTICAL FIBER CABLES & DATA COMMUNICATION CABLES ON ELECTRIC POLES WITH IN THE JURISDICTION OF WBSEDCL, SPREADING ACROSS THE STATE OF WEST BENGAL

TENDER NOTICE No.: WBSEDCL/CED/OFC-POLES/e-TENDER/2020-21/19, dated.08.12.2020

The Chief Engineer (Dist), WBSEDCL, 1st Floor, “D” Block, Vidyut Bhavan, Saltlake, Sector-II, Kolkata- invites “e-bids/tender” for the project detailed in the table below (Submission of Bids e-tender mode).

Name of the Project	Earnest Money	Period of Contracts	Price of the Bid-document (Tender)
RIGHT TO FIX/LAY OPTICAL FIBER CABLES & DATA COMMUNICATION CABLES ON ELECTRIC POLES WITH IN THE JURISDICTION OF WBSEDCL, SPREADING ACROSS THE STATE OF WEST BENGAL MAXIMUM NOS OF CABLES to BE LAID ON EACH POLE : 10 nos	INR 44250.00 (Forty Four Thousand Two Hundred and Fifty Only) Payable in DD from any scheduled bank in favour of “West Bengal State Electricity Distribution Company Limited” payable at Kolkata	2 Years	INR 6000.00 (Six Thousand Only)+ 18% GST = Rs 7080/- (Seven Thousand and Eighty Only) Payable in DD from any scheduled bank in favour of “West Bengal State Electricity Distribution Company Limited” payable at Kolkata

BACKGROUND:

The West Bengal State Electricity Distribution Company Limited (hereinafter called as WBSEDCL) is a Government of West Bengal Enterprise engaged in catering power to 96% (ninety six percent) of the geographical area of WBSEDCL and has vast electrical network and large numbers of Electric Poles (PCC/RAIL/STEEL TUBULAR) spreading across the state of West Bengal under the command area of WBSEDCL. WBSEDCL is interested in letting out these huge numbers of poles situated at strategic locations alongside the road for the fixing of the optical fiber/Communication/Data Cables with accessories (maximum 10 numbers of cables in each pole).

SCOPE OF WORK:

At present WBSEDCL have approximately 300000 CKM of overhead LT network laying on PCC poles & other poles at a distance of 40-50 meter-approx (pole to pole) and around 190000 CKM of HT lines caters power across the state of West Bengal (under the licensed area of WBSEDCL), out of which a huge numbers of poles can be utilized for the above purpose. *There are huge windows of opportunities which can be explored for the laying/fixing of up to **10 numbers** of optical fibers/cables on each of these poles beneath the LT network (maintaining the safe distance).*

Hence, telecom/cable Company may feel it attractive since huge window of opportunity is on offer on behalf of WBSEDCL.

PERIOD OF CONTRACTS:

The WBSEDCL desires to arrive at a **Two years** rate-contract through competitive bidding (@ H1 rate i.e highest bidding rate), however that **may be flexible/may be further extended up to another one year subject to satisfactory performance of the agencies in terms of timely payment, fulfilling the existing terms and conditions of the contract etc**, with the sole discretion of WBSEDCL.

Based on the quoted rate WBSEDCL may/shall formulate one rate contract and allot to the interested parties on first come first serve basis subject to availability of number of cables per poles (as maximum 10 (Ten) numbers of cables can be fixed on a single electric pole).

However, WBSEDCL may allot up to 5 (five) nos of cables/poles to the H1 (highest bidder) on demand and in that case the residual number of cables shall be allotted to other interested parties on first come first serve basis as per availability with matching rate with H1 bidder.

PAYMENT TERMS:

100% (Hundred Percent) up-front payment of the *value of the Contract (rent/licensee fees)* fixed for 1st year for letting out the actual numbers of Electric Poles of WBSEDCL is to be made within 15 (Fifteen) days of issuance of the permission letter by the site-engineer (i.e not below the rank of the Divisional Manager) at the respective Divisions, after issuance of formal Letter of Award by the Chief Engineer (Dist) to respective agencies after formulation of the Rate Contract.

Within 30 (thirty days) from the issuance of the permission letter by the Divisional Manager (s), the formal agreement needs to be executed with the party by the site-in-charge (not below the rank of Divisional Manager).

The payment due for the pending period(s) shall have to be paid within 7 (seven) days from the commencement of 2nd & 3rd year (if extended) of the contracts respectively.

Applicable taxes & GST are to be borne by the concerned agency and required to deposit before the appropriate authority.

The deduction of TDS is applicable as per Government rules and necessary TDS certificate is to be furnished to the WBSEDCL within stipulated time. For, which tax shall be applicable as per Finance Act and revised time to time.

PRE- BID DISCUSSIONS:

Pre- Bid discussions regarding all aspects of the NIT will be held on **22.12.2020** at Conference Room of Distribution Head Quarter, 1st Floor, “D” Block, Bidyut Bhawan, W.B.S.E.D.C.L., Bidhannagar, Kolkata-700 091 at 11:30 hrs. Written queries in this respect, if any, should reach this office on or before **18.12.2020 (4=00 PM)** either in the form of hard copy or through e-mail (cedwbsedcl@gmail.com/agmhr.distribution@gmail.com).

GENERAL TERMS:

1. WBSEDCL reserves the right to accept & reject any Bid or part thereof or all Bids received at its discretion without assigning any reason(s) whatsoever.
2. WBSEDCL is not necessarily bound to accept the highest Bidder and reserve the right to cancel/withdraw any package / invitation of bids partly or fully without assigning any reason and shall bear no liability whatsoever consequent upon such decision.
3. Tender received after expiry of scheduled date and time shall not be considered.
4. The Bidding documents are not transferable and cost of tender fee is not refundable under any circumstances.
5. No interest shall be payable for the Bid Guarantee/EMD.
6. Any extraneous conditions in bidder’s offer will be treated as non-responsive.
- 7. The Bids must be submitted in prescribed proforma only (in BOQ).**

8. 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 anyone.
9. Intending agencies desires of participating in the Bidding Process are to log on to the website <http://wbtenders.gov.in> for the tender can be searched by typing in the search box of the website & will have to be enrolled & registered with the e-Procurement system.
10. Agencies willing to take part in the process of bidding process 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. n Code Solution, Safescrypt, e-Mudhra etc). DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 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.
11. BIDs are to be submitted online and intending agencies are to download the BID documents from the website stated above, directly with the help of the e-Token provided. This is the only mode of collection of tender documents. Details of submission procedure are given in “Instructions to Bidders”.
12. **The vendor/company/firm, who will be found techno commercially eligible after evaluation of Bid Documents, shall be considered to evaluate the financial bid.**
13. The bidders shall have to quote the unit price of “offered rent” for *laying/fixing of optical fibers/cables/communication cables on the poles underneath the electrical network (maintaining the safe distance).*
14. Bidders shall ensure that all pre-requisites are duly fulfilled by them and if there be any dispute regarding non submission of any documents, WBSEDCL reserves the right to cancel the tender unilaterally without assigning any reasons.
15. Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for, in the tender, through the above website within the stipulated date and time as given in the Tender. Tenders are to be submitted in **two folders - one is Technical Proposal and the other is Financial Proposal**. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.

16. **Folder-1** : Scanned copy of Demand Draft (DD) towards tender fee as prescribed in NIT & Scanned copy of **EMD** towards Bid Security as prescribed in NIT along with under takings (ANNEXURE-I, ANNEXURE-II & ANNEXURE-III) and also original Bid proposal (ANNEXURE -IV) are to be submitted in details in **Folder- 1** and signed scanned copy of NIT along with addendum and corrigendum if any.
17. **Folder-2**: Credentials and documents in support of mandatory conditions as well as enclosed format vide ANNEXURE-V and ANNEXURE-VI must be filled & submitted in **Folder-2**.
18. **Financial Proposal**: The financial proposal should contain the following documents in one cover (folder) named as Financial Proposal Folder. A pro-forma is enclosed as **Annexure-VII** for reference **please do not quote in the pro-forma**.
19. **Bill of Quantities (BOQ)**: The bidder is to quote the Unit Price online through computer in the space marked for quoting price in BOQ.
20. **Place of submission**: The original copies of the DDs, towards Tender Fee and Bid security (EMD) shall be submitted in the following office within specified date:

**Office of the Chief Engineer (Distribution), Distribution Head Quarters,
West Bengal State Electricity Distribution Company Limited,
Vidyut Bhavan, 1st Floor, D-Block, SaltLake, Sector-II, Kolkata – 700091.**

Contact person – AGM (F&A): DHQ-Revenue [7449300811] OR Manager (HR&A)/Distribution Head Quarter [7449300880], 1st Floor, “B” Block, Vidyut Bahaban.

Contact No- (033) 23591905/23197286/7449300811. E-mail: cedwbsedcl@gmail.com

21. Bid shall remain valid for a period not less than 180 (one hundred eighty) days from the date of opening of the techno-commercial bid. If the bidder withdraws the bid during the validity period of bid, the Bid Security as deposited by them will be forfeited forthwith without assigning any reason thereof.
22. All the rates to be quoted as “FIRM PRICE” and exclusive of applicable Taxes and Duties. No price/rate variation will be allowed during the contract period or thereafter.
23. Communication Address: Office of the Chief Engineer, Distribution, WBSEDCL, 1 st fl. “D” Block, Vidyut Bhavan, Salt Lake, BLOCK: DJ, SECTOR-II, Kolkata- 700091. Tel. no.: 033-2359-1905; Fax no.: 033-2359-7956; e-mail ID: cedwbsedcl@gmail.com/agmhr.distribution@gmail.com. For more information, visit our site at <http://www.wbsedcl.in>

Section-II : Instruction to Bidders (ITB)

1. The intending bidders may download the tender documents from the website www.wbsedcl.in directly. Necessary earnest money (EMD) and Price of the Bid Documents shall have to be remitted through Demand Draft/ Pay Order issued from any Nationalized Bank/Scheduled Commercial Bank in favour of “West Bengal State Electricity Distribution Company Limited”, payable at Kolkata. The original Demand Draft against Earnest Money Deposit (EMD) and the Price of the Bid Documents needs to be submitted to: Office of the Chief Engineer (Dist), WBSEDCL, 1st Floor, “D” Block, Vidyut Bhavan, Salt-lake, Kolkata-91.
2. The Financial Bid of the prospective bidder will be considered only if the Technical Bid is found qualified. The decision of the WBSEDCL will be final and absolute in this respect.
3. The H1 bidder shall be considered on quoted unit rate (per pole per cable per annum basis).
4. **The reserve price/base price of WBSEDCL is Rs 110.5 per cable per pole per annum. However, the authority of WBSEDCL reserves the right to analysis the rate obtained through open tender before awarding the contract/arriving at a Rate Contract.**

ELIGIBILITY CRITERIA

1. The required minimum average annual turnover is fixed as Rs **50.00** lakhs (Fifty Lakhs) during last three financial years, i.e **2017-18, 2018-19 & 2019-20**
2. The bidder shall submit documentary evidence of annual Audited Financial Report for last three financial years as indicated above. Audit Report is applicable for companied registered under Company’s Act & Financial statement certified by the Chartered Firm is applicable for other than companies.
3. The bidder shall submit the documents defining the constitutional or legal status, place of registration and principle place of business, written power of attorney of the signatory of the bidder to commit the bid.
4. The bidder should not have any dispute with any Govt of West Bengal entity/Organization.
5. The bidder must be a registered institution in India and shall have to submit the certificate to prove his bonafide.
6. The bidder should furnish an affidavit stating inter alia that they have not been debarred / black listed by any of the Govt. & Parallel Bodies.

7. The bidder should furnish the photocopy of GSTIN, PAN, TAN, etc (as mentioned in Annexure-VI).
8. Any statement given by the agency, if subsequently found false, his/her candidature will automatically be treated as rejected.

SECTION-III: BIDDING PROCESS

Bids shall be submitted Online

1. **Folder-1** : Scanned copy of Demand Draft (DD) towards tender fee as prescribed in NIT & Scanned copy of **EMD** towards Bid Security as prescribed in NIT along with under takings (ANNEXURE-I, ANNEXURE-II & ANNEXURE-III) and also original Bid proposal (ANNEXURE -IV) are to be submitted in details in **Folder- 1** and scanned copy of NIT along with addendum and corrigendum if any.
2. **Folder-2:** Credentials and documents in support of mandatory conditions as well as enclosed format vide ANNEXURE-V and ANNEXURE-VI must be filled & submitted in **Folder-2**.
3. **Financial Proposal:** The financial proposal should contain the following documents in one cover (folder) named as Financial Proposal Folder. A pro-forma is enclosed as **Annexure-VII** for reference **please do not quote in the pro-forma**.
4. **Bill of Quantities (BOQ):** The bidder is to quote the Unit Price online through computer in the space marked for quoting price in BOQ.
5. **Place of submission:** The original copies of the DDs, towards Tender Fee and Bid security (EMD) shall be submitted in the following office within specified date:

**Office of the Chief Engineer (Distribution), Distribution Head Quarters,
West Bengal State Electricity Distribution Company Limited,
Vidyut Bhavan, 1st Floor, D-Block, SaltLake, Sector-II, Kolkata – 700091.**

Contact person – AGM (F&A): DHQ-Revenue [7449300811] OR Manager (HR&A)/Distribution Head Quarter [7449300880], 1st Floor, “B” Block, Vidyut Bahaban.

Contact No- (033) 23591905/23197286/7449300811. E-mail: cedwbsedcl@gmail.com

Section-IV : General Conditions of Contract (GCC)

GENERAL TERMS AND CONDITIONS OF BID

Title of the Electrical Installations:

The right of electrical installations, such as poles and other attached accessories shall remain in the hands of the WBSEDCL and is not transferable under any circumstances.

Description of the works

1. The agency will obtain the right for laying/fixing of cable/optical fibers on Poles from WBSEDCL after the fulfillment of all clauses as laid down in the said tender.
2. The agency will pay all charges to get electricity connection from the WBSEDCL authority if required for such job.
3. The agency will abide by the standard Safety Policy as set out by the Govt body/WBSEDCL which may be amended from time to time.
4. The agency will pay all the statutory taxes to the appropriate authority/Local bodies.
5. Deviation of norms without prior permission of the WBSEDCL will lead to cancellation of the contract with forfeiture of EMD.
6. In the event of extension of electrical installation"/diversion of electrical lines the Installations (cables) has to be removed forthwith without any alternative site (s) after getting 7 days notice. In that case the advance/upfront payment made will be adjusted in pro-rated manner.
7. Periodical maintenance of the installations/Cables is mandatory with prior permissions of the site-in-charge.
8. This contract is for **Two years only** from the date of issuance of formal/work order. Which may be extended / curtailed based on the performance of the agency and discretion of the competent authority of WBSEDCL. The further 1 (one) years of extension may be considered upon the approval of the competent authority of WBSEDCL, based on the performance of the agency and other related issues.

Fixing/laying of OFC/Communication/data cables

1. The agency shall have the right to lay/fix cables as per the awarding of the work order for a period of 2 years, which may be further extended by one year and curtailed with the discretion of management of WBSEDCL based on performance, prevailing market rate and parameters fixed by WBSEDCL.
2. If so demanded the license fees/LUC for letting out permission for laying of cables, the permission from the competent authority under relevant section, shall have to borne by the firm. Applicable Taxes/charges shall have to be borne by the firm as per prevailing rate (revised time to time by the competent body).
3. The EMD of the successful bidder may be adjusted with the payable amount of the bidder (s) after signing agreement with appropriate authority of WBSEDCL.
4. EMD will be released to the unsuccessful bidder(s) upon receiving application from the agency after compliance of necessary formalities.
5. After completing all formalities formal order will be issued based on the “Rate Contract” and agreement is/are to be executed, at the sole discretion of WBSEDCL.
6. Exit Policy: The WBSEDCL reserves the right to cancel the order at any point of time with serving 15 (Fifteen) days notice, without offering alternate site, for which the upfront payment made shall be adjusted on pro-rated manner. In the event the firm/company wish to withdraw/relinquish the contract, they may be allowed without any alternate site or without and adjustment of the upfront payment.

Terms of Payment

100% (Hundred Percent) up-front payment of the *value of the Contract (rent/licensee fees)* fixed for 1st year for letting out the actual numbers of Electric Poles of WBSEDCL is to be made within 15 (Fifteen) days of issuance of the permission letter by the site-engineer (i.e not below the rank of the Divisional Manager) at the respective Divisions, after issuance of formal Letter of Award by the Chief Engineer (Dist) to respective agencies after formulation of the Rate Contract.

Within 30 (thirty days) from the issuance of the permission letter by the Divisional Manager (s), the formal agreement needs to be executed with the party by the site-in-charge (not below the rank of Divisional Manager).

The payment due for the pending period(s) shall have to be paid within 7 (seven) days from the commencement of 2nd & 3rd year (if extended) of the contracts respectively.

Applicable taxes & GST are to be borne by the concerned agency and required to deposit before the appropriate authority.

The deduction of TDS is applicable as per Government rules and necessary TDS certificate is to be furnished to the WBSEDCL within stipulated time. For, which tax shall be applicable as per Finance Act and revised time to time.

Surrender

If any agency/company etc. desires to surrender any site, the same can be done by but **no** alternative site and refund / adjustment of the taxes and fees will generally be allowed. Moreover EMD / Bid Security Deposit will also be forfeited by the WBSEDCL.

Termination

WBSEDCL will issue a preliminary notice in the event of non-performance in respect of their duties, to the satisfaction of the WBSEDCL. The selected agencies need to respond to this notice within 15 (fifteen) days with sufficient details to the satisfaction of the Company (WBSEDCL), otherwise the WBSEDCL Authority will be issue a termination letter and taxes/ fees which has been deposited will forfeited. Termination of contract will debar any concerned agency to participate in any future tender invitation.

Right to accept and to reject any or all bids

1. The WBSEDCL reserves the right to validate all statements, information and documents submitted by the Agency /bidder in response to this Tender or the bidding documents and the Agency /bidder shall, when so required by the WBSEDCL, make available all such information, proof and documents as may be necessary for such authentication. Any such authentication or lack of such verification, by the WBSEDCL shall not mitigate the bidder of

its compulsions or liabilities hereunder nor will it affect any rights of the WBSEDCL there under.

2. The WBSEDCL reserves the right to reject any bid and appropriate the bid security if:- (a) at any time, a material misrepresentation is made or uncovered, or (b) the agency/bidder does not provide, within the time specified by the WBSEDCL, supplemental information sought by the Department for evaluation of the bid.

Precaution

1. The agency shall take all precaution to avoid any accident during fixing/maintenance of communication cable/OFC on the Poles. In the event occurrence of any accident, the agency shall solely be responsible to pay for the damages or any other consequences, whatsoever and WBSEDCL shall be kept unharmed. WBSEDCL shall have the liberty to undertake any required job like R&M, augmentation etc at any point of time.
2. The agency shall have to apply before nearby CCC for the electric connection (required if any) and bills of which are to be borne by the agency (if required). In case of any unauthorized use of electricity, the agency is liable to be prosecuted under relevant section of the Electricity Act'2003 (amendment up to date).
3. The mechanism to fix the cable along with the ground clearance and other technical specifications shall be under the sole domain of WBSEDCL.
4. Compliance of any sort of statutory liabilities as applicable during the entire period of contract will have to borne by the party.
5. The agency should not be allowed to use substandard materials to ensure the safety of the workers/employees of WBSEDCL AND GENERAL PUBLIC AS WHOLE. Regular maintenance of these installations (cables/OFC) are to be carried out with the prior permission of the site in charge.
6. In case of failure on the part of highest (H1) bidder within the stipulated time to comply criteria of WBSEDCL/expresses unwillingness / incapability within the stipulated time/any other reason arise in the course of evaluation, Authority's (WBSEDCL) decision towards forfeiture of EMD, Advance Bid Application Money will be final. In the event of such a situation H2 bidder & below, if agrees to take up the job/contract on the H1 rate may be permitted with the approval of the competent authority of WBSEDCL. In such event the rate contract shall be formulated @ H1 rate and H2 bidder shall be given the status of H1 bidder in terms of allowing up to 5 (five) number of cables per pole (in case of H2 bidder

also fails, WBSEDCL may offer H3, H4.....so on and so forth@H1 rate with reservation benefit)

7. Since, the objective of WBSEDCL is to formulate a rate contract through competitive bidding process, and slots may be given to participating vendors on first come first serve basis with reservation to the H1 vendor as per their actual requirement maximum up to 5 (five) nos of Cables per pole (which shall have to communicate to WBSEDCL within 30 days of formulation of the "Rate Contract" with preferred Districts/Location, otherwise reserved slot may be allocated to other interested parties), at the sole discretion of WBSEDCL .
8. Since, maximum 10 nos of cables can be allowed to be laid through the electric poles, the bidders/participants may be allowed to lay cable till attaining 10 numbers of cables per pole. However, that will come under the purview of consideration exclusively on the decision of the WBSEDCL authority which will be final and binding.

Security Money:

The agency shall have to deposit 10% of the total value of the contract for 2 years at respective Divisions in the form of DD/Cash/Cheque within 15 (fifteen) days of getting the permission letter from the Divisional Managers along with the up-front payment for the 1st year. The Security Money is refundable after expiry of three months of the contract (considering the extended period, if applicable) on satisfactory performance, as per norms of WBSEDCL.

Taxes & Duties:

The deduction of TDS is applicable as per Government rules and necessary TDS certificate is to be furnished to the WBSEDCL within 3 (three) months from the date of payment to the WBSEDCL.

Tax

GST, if applicable including any other related statutory tax, may be imposed shall be payable by the agency. WBSEDCL shall not be liable to pay any taxes, whatsoever.

Taxes would be applicable as per rules prevailing in Finance Act and subsequent amendment (if any). All the applicable tax provisions under GST shall have to be adhered by the agency.

In case of Tie

If two or more agencies make the same amount of offer for a single job then there will be a provision to split up the job equally among the bidders. In this regard the decision of WBSEDCL is final and binding.

Penal Measure

In case of non –payment of dues or in case of violation of any terms and conditions mentioned here in or for violation of any provisions of the WBSEDCL, laid down in the work order the agency will be black listed in participating in any advertisement related issues in future under jurisdiction of WBSEDCL and/or forfeiture of the Security Money and advance payment, removal of the installations from the electric poles.

SELECTION PROCESS

1. Bids will be opened on the date and time mentioned in the schedule of events or such other later date as may be fixed by WBSEDCL by issuing a notice through the company's website/e-tender portal.
2. The bidder will be selected on the basis of evaluation of the bid, fulfilling all the criteria fixed in NIT.
3. The agreement on the aforesaid Job will be on the basis of the model agreement deed, shall be communicated subsequently.

DISPUTE RESOLUTION AND ARBITRATION

Any dispute between the parties arising out of this Bid Document or relating thereto or arising there from shall be settled by a method under the Arbitration and Conciliation Act, 1996.

The proceedings shall be conducted in English. The language of the proceedings and the Award shall be in English. The legal jurisdiction will be under Calcutta High Court.

Section-V: Scope of Work

THE RIGHT TO FIX/LAY OF OPTICAL FIBER CABLES & DATA COMMUNICATION CABLES ON POLES WITH IN THE JURISDICTION OF WBSEDCL, SPREADING ACROSS THE STATE OF WEST BENGAL

The West Bengal State Electricity Distribution Company Limited (hereinafter called as WBSEDCL) is a Government of West Bengal Enterprise engaged in catering power to 96% (ninety six percent) of the geographical area of WBSEDCL and has vast electrical network and large numbers of Electric Poles (PCC/RAIL/STEEL TUBULAR) spreading across the state of West Bengal under the command area of WBSEDCL. WBSEDCL is interested in letting out these huge numbers of poles situated at strategic locations alongside the road for the fixing of the optical fiber/Communication/Data Cables with accessories.

SCOPE OF WORK:

At present WBSEDCL have approximately 300000 CKM of overhead LT network laying on PCC poles & other poles at a distance of 40-50 meter (pole to pole) and around 190000 CKM of HT lines caters power across the state of West Bengal (under the licensed area of WBSEDCL), out of which a huge numbers of poles can be utilized for the above purpose. *There are huge windows of opportunities which can be explored for the laying/fixing of up to **10 numbers** of optical fibers/cables on each of these poles beneath the LT network (maintaining the safe distance).*

Hence, total no of LT poles is estimated as around 75,00,000 and HT poles is estimated as around 38,00,000.

Therefore, telecom/cable Company may feel it attractive since huge window of opportunity is on offer on behalf of WBSEDCL.

Section-VI : Sample Forms and Procedures

ANNEXURE- I

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE INTENDING AGENCY

(For genuineness of the information furnished and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I, -----, Owner/Partner/Legal Attorney/ Accredited Representative of M/S -----, solemnly declare that:

1. We are submitting Tender for the Work -----

Against Tender Notice No. -----dt-----

2. None of the Partners of our firm is relative of employee of -----
(Name of the Company)
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 Agency

Dated-----

Annexure-II

Format of Letter for submission of Bid

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

To
The Chief Engineer (Dist).
Distribution Head Quarters
West Bengal State Electricity Distribution Company Limited,
1st Floor, Block'D', Vidyut Bhavan.,
Bidhannagar, Kolkata- 700 091.

Sub: Letter for submission of BID for the work

Ref: 1. Tender ID No. dated.....

Ref: 2: Tender Notice No:.....

Dear Sir,

We offer to execute the work as per our offered rate in accordance with the conditions of the NIT document as available in the website. The details of the Bid Guarantee and cost of bid, Power of attorney & Undertaking being submitted by us in hard copies, which have been furnished on-line also.

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.

Thanking you,

Yours faithfully,

.....

.....

ANNEXURE-III

DECLARATION

(In Non-Judicial Stamp Paper of Rs 10/-)

I, Sri.....S/O.....aged about.....years residing at..... being the Agent /Proprietor / Authorized Representative / Authorized Signatory of the..... (Firm / Company) being formed under the.....Act..... having License Number..... (Issuing Authority).

1. That the said company participated in the Tender for right for laying of OFC/communication cables through the electric poles as per the specification within the jurisdiction of the WBSEDCL's area on the basis of a tender Process floated by the WBSEDCL, has his Corporate Office at Vidyut Bhavan, Sector-II, Saltlake, Kol-91.
2. That it is a declaration given on behalf of the said company that either the company or their sister concern /company has not been engaged in any kind of activity of malpractices under any Govt/Public/Private body and there is no outstanding dues on behalf of the company & also the sister organization.

The above statements made above are true to the best of my knowledge and belief. Moreover, if any violation of the above clauses or disputes arises, the said tender will be treated to be cancelled / terminated with any further notice / intimation.

.....
Signature of Applicant/s

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD.
Distribution Head Quarter: , 1st Floor: D Block
Vidyut Bhawan: Kolkata 700091

ANNEXURE-IV

WBSEDCL/CED/OFC-POLES/e-TENDER/2020-21/ 19,

dated. 08.12.2020

BID PROPOSAL

From :

Bidder's Name and Address :

Contact person :

Designation :

Telephone No. - (L/L & mobile) :

Fax :

Tender Reference :

To

The Chief Engineer (Distribution),
Distribution Head Quarters
West Bengal State Electricity Distribution Company Limited,
1st Floor, Block'D', Vidyut Bhavan.,
Bidhannagar, Kolkata- 700 091.

Sub. : RIGHT FOR FIXING/LAYING OF OPTICAL FIBER CABLES & DATA COMMUNICATION CABLES ON ELECTRIC POLES WITHIN THE JURISDICTION OF WBSEDCL

Dear Sir,

1. We the undersigned Bidder/(s), having read and examined in details the specifications and other documents of the subject Bid, do hereby propose to execute the contract as per specification as set forth in your Bid-Documents.

2. PRICES AND VALIDITY :

2.1. All prices and other terms and conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of the Techno-Commercial bid. We further declare that prices stated in our proposal are in accordance with your bidding and that are firm.

2.2. We confirm that our bid prices shall at par with the BID requirement specified in the BID Document.

3. **Cost of Bid:** We have enclosed DD as cost of bid in favour ofof Rs.....payable at Kolkata of..... vide DD No..... dated.....

4. **BID GUARANTEE/EMD:** We have enclosed a Bid Guarantee in the form of DD fromdrawn in favour of WBSEDCL for an amount of Rs..... & valid up to.....

5. **Format of undertaking** - We have enclosed format of undertaking as per Annexure –I & III.

6. **DEVIATIONS :**

We declare that contract shall be executed strictly in accordance with the specifications and documents.

7. **WORK SCHEDULE :**

If this proposal is accepted by you, we agree to adhere to the “Rate Contract and, we fully understand that the work/payment schedule stipulated in the proposal is the essence of the Contract, if awarded.

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

Annexure-V**Mandatory Condition**

SI No.	Requisite Credential	Requisite Supporting document	Submitted Yes/NO
1	Average annual Turn Over for last three financial years (2016-17, 17-18, 18-19) must be at least 50 lakhs to be eligible to bid Separate certificate of auditor and tax auditor has to be submitted.	Provide copy of Audit Report in case of a Company registered under Companies Act 2013 & Tax Audit Report for bidders other than Company.	
2	The agency should not have been blacklisted from any Govt. organization across India in last three calendar years and undertaking in this regard shall be provided by the authorized signatory of the bidder. During contract period if the undertaking submitted by the vendor is found to be false, the order issued on vendor shall be terminated with the forfeiture of the EMD	Undertaking of authorize signatory of vendors in the non-judicial stamp paper of Rs 10 with companies common seal (Annex-III).	
4	Must Comply with all statutory obligations.	Provide the following required nos. in a separate sheet (as per Annexure-VI) duly attested with following supporting documents. i. Copy of PAN Card. ii. Professional tax certificate. iii. GSTIN iv. Registration no of the company v. PF & ESI Registration Certificate (optional) vi. Trade license	
6	The Agency/Company/Firm must have registered office located within India with valid Phone, fax and corresponding address		

N.B. : Each page of all the documents/copy of certificates should be submitted with attestation by the authorized signatory and with seal & date.

Signature of the agency with Office Seal

Annexure-VI**Tender NOTICE No.: WBSEDCL/CED/OFC-POLES/e-TENDER/2020-21/19****dated.08.12.20**

Details of information to be provided in support of Mandatory condition (copy of Supporting document to be submitted with the bid)

Sl. No.	Item Details	Details		
1	Contact Person with Telephone No., Mobile No., E-mail ID and FAX No. of the Bidder			
2	Communication details.			
3	PF and ESI Registration No.	OPTIONAL		
4	Permanent Account No. (PAN)			
5	GSTIN			
8	Company Registration No.			
9	Professional tax registration			
10	Trade license			
11	Annual Turn Over for last three financial years (must be at least 50 lakhs)	1 st yr. (in ` lakh)	2 nd yr. (in ` lakh)	3 rd yr. (in ` lakh)
		2017-18	2018-19	2019-20

Signature of the Bidder with Seal

BID SHEET			
Annexure-VII			
Part-A			
WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED			
Entire Licensed Area of WBSEDCL			
Sl No	Description of work	Base Unit Rate/Unit Reserve Price per cable/optical fibre per pole per annum	Unit Rate per cable/optical fibre per pole per annum (to be quoted)
Col 1	Col 2	Col 3	Col 4
1	RATE FOR FIXING/LAYING OF OPTICAL FIBER CABLE/Data CABLES/ COMMUNICATION CABLES ON POLES WITH IN THE JURISDICTION OF WBSEDCL	Rs 110.5	

N.B: Maximum 10 nos of cables can be fixed up on a single pole. The Pole can be of any type viz Rail Pole/Steel Tubular or PCC Poles.