



***West Bengal State Electricity Distribution Company Limited
(A Government of West Bengal Enterprise)***

BIDDING DOCUMENT

FOR

**BIENNIAL RATE CONTRACT FOR PROCUREMENT OF
LT AB CABLE ACCESSORIES FOR DIFFERENT UNITS
OF WBS&EDCL IN THE STATE OF WEST BENGAL.**

**NOTICE INVITING e-TENDER No.: WBS&EDCL/CED/RC/AB CABLE
Accessories/17-18/22 dated 11.01.2018**

***Chief Engineer (Distribution)
Vidyut Bhavan, 1st Floor 'D' Block
Salt Lake, Block : Dj, Sector-II, Kolkata-700091***

REGISTERED OFFICE: BIDYUT BHAWAN, SALT LAKE, BLOCK: DJ, SECTOR-II, KOLKATA - 700 091
CIN- U40109WB2007SGC113473, Web site: www.wbs&edcl.in



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Notice Inviting e-Tender no. : WBSEDCL/CED/RC/AB CABLE Accessories/17-18/22 dated 11.01.2018

(DOMESTIC COMPETITIVE BIDDING)

The Chief Engineer(Distribution) WBSEDCL, Vidyut Bhavan, (1st Floor, 'D' Block), Salt Lake, Kolkata – 700 091 invites e-Tender on Domestic Competitive Bidding basis from the reputed manufacturers only for the Biennial Rate contract for procurement of LT AB Cable accessories as per terms, conditions and specifications mentioned in the Bidding documents:

Sl. No.	Description of work	Estimated Cost	Earnest Money	Price of tender document	Contract period
01	Biennial rate contract for procurement of L.T A.B Cable accessories for different units of WBSEDCL in the state of WEST BENGAL.	₹ 31.24 crores per year	₹ 19,53,000/-	₹ 24,000/- (Non Refundable) plus 18% GST	2(Two) years

1. In the event of e-filing, intending bidder may download the tender documents from the website <http://www.wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary cost of tender documents (tender fees) and Earnest Money may be remitted through Demand Draft / Pay Order issued from any Schedule bank of India in favour of the “West Bengal state electricity Distribution Company Limited”, payable at Kolkata and also to be documented through e-filing (scan copy of the DD/Pay Order should be uploaded during e-filing) . The Earnest money can also be deposited through Bank Guarantee as per prescribed proforma (scan copy of the Bank Guarantee should be uploaded during e-filing) . The original Demand Draft (D.D) against tender fee and Original Bank guarantee or Demand draft against Earnest money (Bid security) should be submitted physically to the Office of the Chief Engineer (Dist), Vidyut Bhavan, Salt Lake WBSEDCL in sealed cover as per schedule stated in Sl. No. 08. (Details of which has been narrated in ‘Instruction to Bidders’).
2. Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website: <http://www.wbtenders.gov.in>.
3. QUALIFYING REQUIREMENT (QR):
 - 3.1 The bidder must be manufacturer of AB Cable accessories.
 - 3.2 The bidder must have supplied AB Cable Accessories of same size or higher sizes/voltage rating to Public/Private Power Utilities during any one of the financial year out of the immediate past five financial years. Bidders shall submit copies of orders executed successfully for the relevant years and abstract thereof to prove the quantity as supplied.
 - 3.3 The bidder shall furnish documentary evidences of satisfactory performances of the AB Cable accessories for a period of one year from date of commissioning by way of submission of performance certificates issued by the employer/Owner/Purchaser.
 - 3.4 The bidder shall submit documentary evidence of annual Audited Financial report for last 5(Five) financial years for those whose audit of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form-3CA and Form-3CB).
 - 3.5 The Average annual Turn Over of the bidder for last three financial years i.e 2014-2015, 2015-2016 & 2016-2017 must be at least ₹ 11.715 crores. 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.
 - 3.6 The bidder should not have been blacklisted from any Govt. organization across India in last three calendar years or must not have any criminal records like embezzlement money or fund misappropriation in the past 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 BG.
- 3.7 The prospective Bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders).
 - 3.8 The AB Cable Accessories should have been type-tested at CPRI/ NABL accredited laboratory/ International Laboratory Accreditation Corporation, Mutual Recognitions arrangement (ILAC,MRA) signatory Laboratory like COFRAC. The bid shall accompany with type-test reports conducted at Central Power Research Institute /NABL accredited laboratory/ International Laboratory Accreditation Corporation, Mutual Recognitions arrangement (ILAC,MRA) signatory Laboratory like COFRAC for the specified materials conducted within five years from the date of opening of bid(Technical). Bids not accompanied with type test reports conducted within five years & the drawings of the offered Materials duly approved by the Type Testing Agency shall not be considered for evaluation.
 - 3.9 The sample of each item as per specification should be submitted to this office within due date as a part of Techno-commercial qualification and those manufacturers will be allowed whose type test certificates and sample will be found in order.
4. The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL BID of the tenderer is found qualified by WBS&EDCL. The decision of WBS&EDCL will be final and absolute in this respect, which will be binding to all the bidders. The list of Qualified Bidders will be displayed in the website.
 5. No mobilization advance and secured advance will be allowed.
 6. Exemption from deposition of earnest money deposit (EMD) shall not be allowed under any circumstances.
 7. The Bidder's offer must include the following documents to substantiate the qualifying requirement such as:
 - a) Copies of original documents, written power of attorney of the signatory of the Bidder to commit the Bid.
 - b) Credentials of work performed by the Bidder in any financial year of the last 5(five) years for fulfilment of qualifying criteria, supported by completion certificate issued from officer, not below the rank of Divisional Engineer/ Executive Engineer. Performance certificate from client regarding successful operation of installed equipment, Type test certificate.
 - c) Reports on the financial standing of the Bidder, such as Profit and Loss Accounts & Balance Sheets and Auditor's Reports etc. or IT returns along with related enclosures (Form-3CA and Form-3CB) for the Financial Years: 2014-2015, 2015-2016 and 2016-2017.
 - d) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
 - e) Copies of PAN, GSTIN, Registration No. of the Company, Trade License are to be submitted by the Bidder.



8. **SCHEDULE OF BID ACTIVITIES:**

Sl. no	Activity	Date & Time
1.	Publishing Date	18.01.2018 at 11.00 Hours
2.	Document Download start date	18.01.2018 at 11.00 Hours
3.	Seek clarification start date	20.01.2018 at 11.00 Hours
4.	Seek clarification end date	27.01.2018 upto 16.00 Hours
5.	Pre Bid Meeting date	30.01.2018 at 15.00 Hours
6.	Bid submission start date	05.02.2018 at 16.00 Hours
7.	Bid submission end date	26.02.2018 upto 16.00 Hours
8.	Last date of physical submission of Tender Fee and Bid Guarantee	28.02.2018 upto 14.00 Hours
9	Last date of submission of sample of LT AB cable accessories	28.02.2018 upto 14:00 hours
10.	Technical Bid opening date	02.03.2018 at 15.00 Hours
11.	Financial Bid opening date	To be notified later

9. Notwithstanding anything stated above, the Owner (WBSEDCL) reserves the right to assess the capacity and capability of the Bidder to execute the work, should the circumstances warrant such assessment in the overall interest of the Owner. W.B.S.E.D.C.L reserves the right to check the original, if required.
10. No mobilization advance and secured advance will be allowed.
11. Bid shall remain valid for a period not less than 180 (one hundred eighty) days from the date of opening of Technical Bid as stated in Sl no 8. 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).
12. The WBSEDCL reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
13. 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.

(S. Mukhopadhyay)
Chief Engineer(Distribution)
WBSEDCL



SECTION -1

INVITATION FOR BIDS (IFB)



**INVITATION FOR BIDS (IFB)
(DOMESTIC COMPETITIVE BIDDING)**

Notice Inviting e-Tender no. : WBSEDCL/CED/RC/AB CABLE Accessories/17-18/22 dated 11.01.2018

1. SCOPE OF WORK:

The scope of work in brief shall include design, manufacture, acceptance testing, inspection, supply, loading at factory, transportation to site / stores, unloading at site/stores including guaranteed obligation of complete supply of materials in conformity to the technical specification enclosed herewith in Section - IV.

The tentative quantities of L.T A.B Cable Accessories required under different units of WBSEDCL in West Bengal are indicated hereunder:

Sl. No.	Item Description	Approx Quantity required	
		1 st year	2 nd year
1	Suspension clamp with Bracket for 35 Sq.mm insulated messenger wire	162891 no	162891 no
2	Tension Clamp for 35 Sq.mm insulated messenger wire	90495 no	90495 no
3	IPC for 50-70 Sq.mm for Main & Service Cable for connecting Distribution Box along with end cap (Main 16 to 95 mm ² , Tap 04 to 35 mm ²)	723960 no	723960 no
4	IPC for ABC to ABC Tee Joint along with end cap (Main 25 mm ² to 95 mm ² , Tap 25 mm ² to 95 mm ²)	150825 no	150825 no
5	IPC for 16 Sq.mm Street Light Connection along with end cap (Main 16 to 95 mm ² , Tap 2.5 to 10 mm ²)	241320 no	241320 no
6	Bimetallic St. Through Joint (insulated) for 50 Sq.mm Power cable	72396 no	72396 no
7	Bimetallic St. Through Joint (insulated) for 35 Sq.mm Power cable	18099 no	18099 no
8	Bimetallic St. Through Joint (insulated) for 16 Sq.mm Power cable	18099 no	18099 no
9	LT Distribution Box along with Steel Trap & Buckle for service line – 3 Phase connection in AB Cable system.	180990 no	180990 no
10	Eye Hook for Tension Clamp	90495 no	90495 no

2. QUALIFYING REQUIREMENT: QUALIFYING REQUIREMENT (QR):

- 2.1 The bidder must be manufacturer of AB Cable accessories.
- 2.2 The bidder must have supplied AB Cable Accessories of same size or higher sizes/voltage rating to State/ Central Govt., State/ Central Govt. Undertakings, Private Power Utilities, Statutory Bodies constituted under the statute of Central/ State Govt during any one of the financial year out of the immediate past five financial years. Bidders shall submit copies of orders executed successfully for the relevant years and abstract thereof to prove the quantity as supplied.
- 2.3 The bidder shall furnish documentary evidences of satisfactory performances for a period of at least 1(one) year from date of commissioning of the AB Cable accessories by way of submission of performance certificates issued by the employer/Owner/Purchaser.



- 2.4 The bidder shall submit documentary evidence of annual Audited Financial report for last 5(Five) financial years for those whose audit of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form-3CA and Form-3CB).
- 2.5 The Average annual Turn Over of the bidder for last three financial years i.e 2014-2015, 2015-2016 & 2016-2017 must be at least ₹ 11.715 Crores. 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.
- 2.6 The bidder should not have been blacklisted from any Govt. organization across India in last three calendar years or must not have any criminal records like embezzlement money or fund misappropriation in the past 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 BG.
- 2.7 The prospective Bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders).
- 2.8 The AB Cable Accessories should have been type-tested at CPRI/ NABL accredited laboratory/ International Laboratory Accreditation Corporation, Mutual Recognitions arrangement (ILAC,MRA) signatory Laboratory like COFRAC. The bid shall accompany with type-test reports conducted at Central Power Research Institute /NABL accredited laboratory/ International Laboratory Accreditation Corporation, Mutual Recognitions arrangement (ILAC,MRA) signatory Laboratory like COFRAC for the specified materials conducted within five years from the date of opening of bid(Technical). Bids not accompanied with type test reports conducted within five years & the drawings of the offered Materials dully approved by the Type Testing Agency shall not be considered for evaluation.
- 2.9 The sample of each item as per specification should be submitted to this office within due date as a part of Techno-commercial qualification and those manufacturers will be allowed whose type test certificates and sample will be found in order.
3. The bidder shall furnish documentary evidence in support of Qualifying Requirement stipulated above.
4. The Bidder's offer shall also include the following documents such as:
 - a) Qualifications and experience of key site management and technical personnel proposed for the contract.
 - b) List of equipments and machineries and testing instruments and their calibration certificates from laboratory accredited by NABL. For testing equipments, where NABL Accreditation is not available, Calibration Certificate from Educational Institutions like IIT's, NIT's, J.U., C.U., BHU only can be accepted provided they can demonstrate traceability.
 - c) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.

Self-attested Photocopies of all documents shall have to be uploaded in e-portal.

5. Notwithstanding anything stated above, the Owner (WBSEDCL) reserves the right to assess the capacity and capability of the Bidder to execute the work, should the circumstances warrant such assessment in the overall interest of the Owner. W.B.S.E.D.C.L reserves the right to check the original, if required.
6. The Bidder, at his own responsibility and risk is to visit and examine the location of stores and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of the specified materials as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
7. 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 Department. The Department 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 Tenderer at the stage of Bidding.
8. Prospective bidders are advised to note carefully the minimum qualification criteria as mentioned in the NIT of respective package.



9. 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.
10. **CONTRACT PERIOD:** The validity of the rate contract will be for two years (730 days) from the date of placement of the order. The respective Zonal Manager will be the Controlling Officer of the work. As per the rate contract, letter of award (LOA) will be placed from Zonal Office for taking up the work within the validity period of rate Contract. You shall have to carry out the work as per terms and conditions of the letter of Award.
11. **PRE- BID DISCUSSIONS:**
Pre- Bid discussions will be held on specified date at venue mentioned in Bid documents. Written queries in this respect, if any, should reach this office on or before due dates mentioned in Bid document
12. The Bidding documents are not transferable and cost of tender fee is not refundable under any circumstances.
13. No interest shall be payable for the Bid guarantee/Earnest Money Deposit.
14. Any extraneous conditions in bidder's offer will be treated as non-responsive.
15. The Bids must be submitted in prescribed proforma only.
16. 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.
17. Revised Purchase policy of WBSEDCL will be followed, "NO PRICE PREFERENCE" WILL BE ALLOWED FOR THIS CONTRACT.
18. All the prices to be quoted as "FIRM PRICE". No price variation will be allowed during the contract period or thereafter.
19. The participating bidder may please note that the successful bidder shall have to submit Indemnity Bond as per prescribed Proforma before execution of work.
20. **Communication Address:** Office of the Chief Engineer, Distribution, WBSEDCL, 1st floor "D" Block, Vidyut Bhavan, Salt Lake, BLOCK: DJ, SECTOR-II, Kolkata- 700091. Tel. No.: 033-2359-1905; e-mail ID: cedwbasedcl@gmail.com. For more information, visit our site at <http://www.wbsecl.in>



SECTION -II

INSTRUCTION TO BIDDER (ITB)



INSTRUCTION TO BIDDERS

GENERAL:

1. The Bidder, at his own responsibility and risk is to visit and examine the site of stores and obtain all information that may be necessary for preparing the Bid and entering into a contract for the rate contract as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
2. 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 Department. The Department 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 Tenderer at the stage of Bidding.
3. Prospective bidders are advised to note carefully the minimum qualification criteria as mentioned in the NIT.
4. **Conditional / Incomplete tender will not be accepted under any circumstances.**
5. **The intending vendors are required to quote the rate *online*.**
6. 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.
7. The Department reserves the right to cancel the N.I.T in part or whole due to unavoidable circumstances and no claim in this respect will be entertained.
8. "General Conditions of Contracts" will be as per the attached file.
9. **Performance Bond/Security Deposit**
 - (i) As a Contract Security the Successful bidder shall have to furnish performance Bond in the form of Bank Guarantee amounting to **Rs 20,00,000/- (Rupees twenty lakh only)** to guarantee the faithful performance and security of the contract in accordance with all the conditions and terms stipulated herein and the relevant format attached.
10. **General guidance for e-Tendering:** Instructions / Guidelines for electronic submission of the tenders have been furnished for assisting the contractors to participate in e-Tendering.
 - (a) **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.
 - (b) **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.
 - (c) **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 10(b) above. DSC is given as a USB e-Token.
 - (d) **Downloading of Tender documents:** The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
 - (e) **Participation in more than one work:**

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job.

- (f) **Submission of Tenders:** General process of submission: Tenders are to be submitted online to the website stated in Cl. 2 above, in two folders at a time, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using Digital Signature Certificate (DSC). The documents are to be uploaded in the form of virus scanned copy duly Digitally Signed. The uploaded Documents will get encrypted (transformed into non readable formats).

A. Technical proposal

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

A-1: Statutory Cover Containing three covers (folders)-(a) NIT (b) Draft & (c) Annexures/forms.

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



- i. NIT.
 - ii. General conditions of contract and specification for works
 - iii. Additional Terms & condition if any
- (b) **Draft folder** containing-
- i. Demand Draft towards cost of tender documents as prescribed in the NIT,
 - ii. Demand Draft/ Bank Guarantee towards Earnest Money Deposit (EMD) as prescribed in the NIT.
- (c) **Annexures/Forms Folder** containing
- i. Proforma of Letter of Undertakings (Annexure-I)
 - ii. Format For Letter of Submission (Annexure-II)
 - iii. Bid proposal (Annexure-III).

A. 2 : Non-statutory Cover Containing the following documents:

- (a) Valid Professional Tax (PT) payment certificate, Pan Card, GSTIN
- (b) Trade License Registration Certificate under Company Act (If any).
- (c) Registered Deed of partnership Firm/ Article of Association & Memorandum Power of Attorney (For Partnership Firm/ Private Limited Company, if any); Current Year no objection Certificate issued by the Assistant Register of Co-Op(S)(ARCS). Valid bye laws are to be submitted by the Registered labour Co-Op Societies, Engineers' Co-Operative Societies.
- (d) Copy of orders and completion certificate towards supply of materials as mentioned in qualifying requirement (QR)., Performance certificate from client regarding satisfactory performance of supplied equipment for a period of at least one year., Type test certificate of equipments
- (e) Profit and Loss Accounts & Balance Sheets and Auditor's Reports etc. for the Financial Years: 2014-2015, 2015-2016 & 2016-17 or IT returns with related enclosures (Form-3CA and Form-3CB)
- (f) Declaration regarding black listing/holiday listing in prescribed proforma
- (g) Declaration regarding abandonment of work or rescission of work in prescribed proforma
- (h) Undertakings as per proforma Annexure-A, Proforma for letter of Bid as per annexure-B, Declarations as per Annexure-C.

B. Financial Proposal (in one cover/folder): It contains Bill of Quantities (BOQ).The rate to be quoted in the BOQ on **"Item Rate Basis** in the space marked for quoting rate. Quoted rate will be encrypted in the B.O.Q. under Financial Bid.

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

THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGE 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 (Statutory documents).

Sl. No.	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES	1. GSTIN 2. PAN 3. P.T.P.C 4. Profit and Loss Accounts & Balance Sheets and Auditor's Reports etc. for the Financial Years: 2014-2015, 2015-2016 & 2016-17
B.	Company	Company Details	1. Society (Society Registration copy, Trade License).



	Details	- I	2. Power of attorney. 3. Partnership Firm (Partnership Deed, Trade License). 4. Bye Law. 5. Eligible list of Registered Unemployed Engineers Co-operative Society /Registered Labour Co-operative Society. 6. Current Audit Report. 7. Current N.O.C. from A.R.C.S. 8. Minutes of last A.G.M.
C.	Credential	Credential 1 Credential 2	1. Copy of order for completion of supply of LT AB Cable accessories & completion certificate which is applicable for eligibility in this tender 2 Performance certificate from client regarding satisfactory performance of supplied equipment/material for a period of at least 1(one) year 03. Type test certificate of equipments.

A. TECHNICAL PROPOSAL :

- i) Opening of Technical proposal: - Technical proposals will be opened by authorized Representatives of WBSEDCL from the web site stated using their Digital Signature Certificate.
- ii) Intending tenderers may remain present if they so desire.
- iii) Cover (folder) statutory documents will be opened first & 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 be summarily rejected
- iv) Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the authorized representatives of WBSEDCL
- v) Uploading of summary list of technically qualified tenderers:
 - a. Pursuant to scrutiny & decision of the authorized representatives of WBSEDCL the summary list of eligible tenderers & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
 - b. While evaluation the authorized representatives of WBSEDCL may summon any of the tenderer & seek clarification / information or tenderer/s may be asked for producing original hard copy/s of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

B. Financial proposal

- i. The financial proposal should be one cover (folder) containing bill of quantities (BOQ) the contractor is to quote the Item- Rate online in the space marked for quoting rate in the BOQ.
- ii) Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

11. RESPONSIBILITY OF BIDDERS:

- a. WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interruption or deductions the bidder may derive from the data furnished by the WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.
- b. It shall be the responsibility of the bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this contract including in particular all factors that



may affect the cost, duration and execution of the works. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid.

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

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

12. CLARIFICATION OF BIDDING DOCUMENTS & PRE-BID MEETING

12.1 The bidder shall be deemed to have carefully examined the Bidding Document and also to have been satisfied him as to the nature and character of the system to be supplied and installed against the contract, and all relevant matters & details should there be any discrepancy or, obscurity in the meaning of any of these clauses of the e-Tender documents or if there be any query of the intending Bidder, the Bidder shall set forth such discrepancies, doubt, obscurity or queries and submit the same through our email-id cedwbsedcl@gmail.com or physically at Distribution Head Quarter, WBSEDCL at 1st Floor, D-Block, Vidyut Bhavan on or before **due dates mentioned in Bid document** (through e-mail) for necessary clarification by WBSEDCL & further action in this regard.

12.2 To assist in the examination evaluation and comparison of Bids, WBSEDCL may ask the bidder individually for a clarification of his Bid including break up of unit rates. The request for clarification and the responses shall be in writing or by cable but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to conform the correction of arithmetical errors discovered by WBSEDCL during the evaluation of the Bids.

12.3 The Pre-bid meeting will be held at this office on due date and time as mentioned in Bid documents.

12.4 Non attendance at Pre-Bid discussion will not be a cause for disqualification of bidders. The clarification given in the Pre-Bid discussion shall be final and binding on the bidder, being a part the original Bid Documents.

13. 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.

14. PERFORMANCE SECURITY/CONTRACT PERFORMANCE

The Successful bidder shall submit a Performance Guarantee within 30 (thirty) days from the date of issuance of LOA in the form of bank guarantee (PBG) for an amount not less than 10% (ten per cent) of the total value of the contracts valid initially for a period of 1 (one) year with a claim period of 03 (three) months.

15. FORFEITURE OF PERFORMANCE SECURITY

Performance Security/Contract Performance shall be forfeited if,

- a) The successful bidder do not execute the work/supply the material after placement of Letter of Award (LOA) and/or,
- b) The successful bidder will discontinue the work/stopped the supply of material without prior permission of the controlling officer of the work and/or,
- c) The successful bidder fails to install the equipment/supply the ordered quantity of material as mentioned in the tender document and/or,
- d) The contractor fails to submit a fresh BG 30 (thirty) days prior to expiration of the previous BG against performance security of appropriate amount as per the terms and conditions and/or,
- e) The successful bidder fails to rectify/replace of the defective/damaged



equipment(s)/material(s)/work(s) within the Defect Liability Period.

16. 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 Chief Engineer-Distribution, ^{1st} Floor, "D" Block, Bidyut Bhawan, W.B.S.E.D.C.L., Bidhannagar, Kolkata-700 091. within the date specified for this purpose. The clarification given in the pre-bid discussion shall be final and binding on the bidder.

17. BID PRICES

- a. The bidder shall quote their price in the appropriate format online in the BOQ.
- b. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. No escalation whatsoever shall be considered under any circumstances..
- c. **Provisions of GST shall be as per statute.**

18. TENDER FEE

The cost of the tender document will be Rs. **24,000.00 (Rupees Twenty four Thousand only) plus 18 % GST i.e Rs 28,320/- (Rupees twenty eight thousand three hundred twenty only)** payable in the form of Banker's Cheque / CTS 2010 complaint Demand Draft to be drawn in favour of "WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED" payable at Kolkata. The cost of tender document submitted by the bidder is 'NON-REFUNDABLE'. The bidder shall deposit the tender fee physically at the office of the Office of the Chief Engineer, Distribution, WBSEDCL, ^{1st} floor "D" Block, Vidyut Bhavan, Salt Lake, BLOCK: DJ, SECTOR-II, Kolkata- 700091 during working hours within the due date and time specified in the Bid document.

19. EARNEST MONEY DEPOSIT(EMD)/ BID SECURITY

The Earnest Money shall have to be submitted in the form of, Banker's Cheque/Bank Guarantee (as per Pro-forma)/Demand Draft to be drawn in favour of "WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED" payable at Kolkata and the Bank Guarantee shall be valid for a period of 6 (six) months with a claim period of 01 (one) months from the date of opening of Technical Bid. The bidder shall deposit the Original Bank Guarantee/Bankers' Cheque/CTS 2010 compliant Demand draft against the EMD/Bid security physically at the office of the Office of the Chief Engineer, Distribution, WBSEDCL, ^{1st} floor "D" Block, Vidyut Bhavan, Salt Lake, BLOCK: DJ, SECTOR-II, Kolkata- 700091 during working hours within the due date and time specified in the Bid document

The amount of EMD shall be **Rs. 19,53,000/- (Rupees nineteen lakh fifty three thousand only)**. The EMD amount shall be released to the successful bidder after receiving Performance Security/Contract Performance from the contractor within the stipulated date mentioned in the Letter of Award (LOA). But the EMD of the unsuccessful bidders will be returned within Forty Five (45) days after finalization of this contract for which a request letter has to be initiated by the concerned unsuccessful bidders to the Chief Engineer, (Distribution), WBSEDCL, ^{1st} floor, D Block, Vidyut Bhavan, Block-DJ, Sector-II, Salt Lake, Kolkata-700091.

In case, WBSEDCL cancel the Tender on his own for any reason, the EMD submitted by the bidders will be returned without any interest subsequently, for which a request letter has to be initiated by the authorised tender applicant.

Details of Bank Account :

- a. **Name of account holder : West Bengal State Electricity Distribution Company Limited**
- b. **Name of Bank : State Bank of India**
- c. **Branch : BIKASH BHAWAN GOC**
- d. **Account no : 11334346596**
- e. **IFS Code : SBIN0007816**
- f. **Branch Address : Salt Lake, Sector –II, Dist : North 24 Paraganas**



20. FORFEITURE OF EMD

EMD shall be forfeited, if

- a) The Bidder modifies/withdraws the Bid after Bid opening and during the period of Bid Validity and/or,
- b) The bidder has been found practicing corrupt or fraudulent or collusive or coercive practices during bidding process and/or,
- c) The bidder has been found guilty of Formation of Cartel.
- d) The successful bidder fails within the specified time limit to Sign the Contract Agreement and/or,
- e) The successful bidder fails within the specified time limit to submit the Contract performance/Performance security.
- f) The successful bidder fails to submit unconditional Acceptance of LOA within the specified time limit.

21. PROCESS TO BE CONFIDENTIAL

21.1 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.

21.2 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.

22. TIME SCHEDULE

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

23. EVALUATION AND COMPARISON OF BIDS

- 23.1** Tender fee & Bid Guarantee will be examined. If there is any deviation in conformity of the terms of NIT with the requirement, the bid will be liable for rejection without opening of any further documents of the bidder.
- 23.2** Techno-Commercial evaluation of the bidder as per terms of NIT (Must conditions) will be examined. If there is any deviation in conformity of the terms of NIT with the requirement, the bid will be liable for rejection
- 23.3** On examination of the documents submitted under different folders in web portal, WBSEDCL will evaluate and compare the bids, determined to be substantially responsive at each step.
- 23.4** Financial Bid of the Techno-Commercially qualified bidders only will be considered for opening.
- 23.5** Item-wise Evaluation of bid prices of LT AB cable accessories of all the responsive & eligible/ Techno-Commercially qualified bidders shall be done to determine the lowest evaluated price for each item and as a result of this comparison, the lowest price for each item from will be selected for finalization of Rate Contract. All the techno-commercially qualified and responsive bidder will be requested to confirm their willingness to accept the lowest evaluated price of each item. The agency who will confirm their willingness of acceptance of lowest evaluated price would be empanelled in approved list of vendor for Biennial Rate Contract for supply of LT AB cable accessories.
- 23.6** Conditional rebate, if any, offered by any bidder shall not be considered in bid evaluation.

24. Statutory taxes

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.

Provisions of GST will be applicable as per statute.

25. 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.

26. LANGUAGE AND MEASURES

All documents pertain to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions, drawings or any other writings be written in English language. The metric system of measurement shall be used exclusively in this contract.

27. 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:

- 27.1 **“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
- 27.2 **“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.
- 27.3 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.
- 27.4 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.

28. 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.

29. CORRECTNESS AND SUFFICIENCY OF RATES QUOTED 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.

30. 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 the 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.



31. 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 as per enclosed format in G.C.C. 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.

32. BID VALIDITY

- 32.1** Bids shall remain valid for a period **180(one hundred eighty)** days after the deadline date of opening of technical bid. In exceptional circumstances, prior to expiry of the original time limit, the WBSEDCL may request that the bidders may extend the period of validity for a specified additional period.

33. 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.

34. DEVIATION

This tender is a 'No Deviation' tender. However, request for any deviation by the bidder(s) vide their query letter prior to pre-bid meeting, if tenable, will be informed in the Pre Bid meeting.

35. CONTRACT AGREEMENT

The contractor (successful bidder) shall have to be entered into a Contract Agreement within stipulated time as mentioned in the Letter of Award (LOA) with West Bengal State Electricity Distribution Company Limited (WBSEDCL) for the proper fulfillment of the contract as per Proforma. All Documents/ Correspondences relevant to this tender evolved during the tendering process and firming up of the Contract and during execution of the work will form part of the agreement. The successful bidder shall have to submit a copy of the whole tender document duly signed and stamped by the authorized representative of the successful bidder.

36. INDEMNITY BOND

The contractor (successful bidder) shall have to produce Indemnity Bond as per Proforma within stipulated time as mentioned in the Letter of Award (LOA) to the Controlling Officer of the work.

37. RIGHT TO ACCEPT OR REJECT ANY OR ALL OFFERS

The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time the 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.



ANNEXURE –A

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 _____ 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 _____



ANNEXURE-B

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 _____

—



ANNEXURE-C

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.

I/We also agree to procure tools and plants, at my/our cost required for the work.

Signature of Tenderer

Postal address of the Tenderer



SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)



SECTION- III : GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITION OF TERMS:

Unless the context otherwise requires, the following terms whenever used in this document have the respective meaning:

- i. The 'Company'/'Employer'/'Department' shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD. (WBSEDCL), having its Office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata - 700091 and shall include its successors and assigns.
- ii. The 'Engineer-in-Charge' shall mean the Engineer designated by the Company for the purpose of this contract. He will authorize the Controlling Officer and Supervising Officer for carrying out the work.
- iii. 'Company's representative' shall mean any person or persons of consulting firm appointed and remunerated by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope.
- iv. The 'Contractor' shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successors and permitted assignees.
- v. The 'Sub-Contractor' shall mean the person named in the Contract for any part of the works or any person to whom any part of the contract has been sublet by the contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such persons.
- vi. 'Equipment/materials' shall mean and include all type of construction equipment & materials etc. required for true and satisfactory completion of the work under this contract.
- vii. 'Workmanship' shall mean the method/manner in which the jobs of the different items, whether included in the schedule or not but are required for true & satisfactory completion of the work under this contract, are executed.
- viii. 'General conditions' shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto.
- ix. The term 'Services' shall mean all works to be undertaken by the contractor as laid down under the head "scope of work" or elsewhere in the specification enclosed. When the words "approved", "subject to Approval". "As directed", "Accepted", "Permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.
- x. 'Day' means a calendar day beginning and ending midnight.
- xi. 'Month'/'Calendar month' means not only the period from the first of a particular month, but also any period between a date in a particular month, and the date previous to the corresponding date in subsequent month unless specifically stated otherwise.
- xii. 'Week' means seven consecutive calendar days.
- xiii. 'Writing' shall include any manuscript, type written, printed or other statement reproduced in any visible form.

- xiv. The work 'Site' shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.
- xv. 'Date of Commencement' shall mean the date of actual handing over of site whichever is later.
- xvi. 'Date of Completion' shall mean the date of final completion of the project in all respect.
- xvii. 'Specifications' shall mean collectively all the terms and stipulations contained in this document including the conditions of contract, technical provisions and attachments thereto and list of corrections and amendments.
- xviii. 'Drawings' means collectively all the accompanying general drawings as well as all detailed drawings, which may be used from time to time or desired by WBSEDCL.
- xix. 'Approval' shall mean the written approval of WBSEDCL and/the statutory authorities, wherever such authorities are specified by any codes or otherwise.
- xx. 'Manufacturer' shall refer to the party proposing to design/engineering and construct in complete or in part a particular job/work at their works/premises.
- xxi. 'Labourer' shall mean all categories of labour engaged by the Contractor, his sub-contractors and his piece workers for work in connection with the execution of the worked covered by the specifications. All these labourers will be deemed to be employed primarily by the Contractor.
- xxii. 'Plant'/'Equipment'/'Stores' means and include plant and machineries to be provided under the contract.
- xxiii. 'Delivery of Plant'/'Delivery of Equipment' shall be deemed to take place on delivery of the plant/equipment in accordance with the terms of the contract complete in all respect after approval by WBSEDCL.
- xxiv. 'Tests on Completion' shall mean all such tests as are prescribed by the specification to be made by the Contractor to the satisfaction of WBSEDCL before the plant and equipment are taken over by WBSEDCL and this also includes those tests not specifically mentioned in the specification but required under various BIS codes and relevant Electricity Acts and Rules.
- xxv. 'Commissioning' shall mean the satisfactory, continuous and uninterrupted operation of the equipment/work as specified after all necessary initial tests, checks and adjustments required at site to the satisfaction of WBSEDCL
- xxvi. 'Urgent Works' shall mean any urgent measures, which in opinion of the Engineer-in-Charge, become necessary at the time of execution and/or during the progress of work to obviate any risk of damage to the structure, or required to accelerate the progress of work or which become necessary for security or for any other/reason WBSEDCL may deem expedient.

2. SCOPE OF THE WORK :Biennial rate contract for procurement of L.T A.B Cable accessories for different units of WBSEDCL in the state of WEST BENGAL.

The rate contract will be applicable for a period of two years from the date of issue of order of finalization of rate contract. The total orders for supply of LT AB Cable accessories on all empanelled agencies against this rate contract shall be limited to quantities indicated hereunder during the validity period of the rate contract.

Sl. No.	Item Description	Approx Quantity required	
		1 st year	2 nd year
1	Suspension clamp with Bracket for 35 Sq.mm insulated messenger wire	162891 no	162891 no
2	Tension Clamp for 35 Sq.mm insulated messenger wire	90495 no	90495 no
3	IPC for 50-70 Sq.mm for Main & Service Cable for connecting Distribution Box along with end cap (Main 16 to 95 mm ² , Tap 04 to 35 mm ²)	723960 no	723960 no
4	IPC for ABC to ABC Tee Joint along with end cap (Main 25 to 95 mm ² , Tap 25 mm ² to 95 mm ²)	150825 no	150825 no

5	IPC for 16 Sq.mm Street Light Connection along with end cap (Main 16 to 95 mm ² , Tap 2.5 to 10 mm ²)	241320 no	241320 no
6	Bimetallic St. Through Joint (insulated) for 50 Sq.mm Power cable	72396 no	72396 no
7	Bimetallic St. Through Joint (insulated) for 35 Sq.mm Power cable	18099 no	18099 no
8	Bimetallic St. Through Joint (insulated) for 16 Sq.mm Power cable	18099 no	18099 no
9	LT Distribution Box along with Steel Trap & Buckle for service line – 3 Phase connection in AB Cable system.	180990 no	180990 no
10	Eye Hook for Tension Clamp	90495 no	90495 no

3. CONTROLLING OFFICER'S DECISION

Controlling Officer's decision is final in respect of all matters which are left to the decision of the Controlling Officer including the granting or with-holding of certificates.

If, in the opinion of the contractor, a decision made by the Controlling Officer is not in accordance with the meaning and intent of the contract, the contractor may file with the Controlling Officer, within 07 (seven) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Controlling Officer's decision and the decision shall become final and binding.

4. GENERAL REQUIREMENTS:

- 4.01 The agency shall supply, deliver best quality Goods/Materials/Equipments & conduct the testing at their works of highest standards.
- 4.02 The agency shall be responsible & shall comply with the provisions of all statutory acts i.e Electricity Act 2003, Indian Electricity Rules 1956, Income Tax Act-1961 etc.

5. INSPECTION & TESTING:

- i) The Purchaser's representative shall be entitled at all reasonable times during manufacture to inspect examine and test on the Contractor's premises the materials and workman-ship of all equipment to be supplied under this contract and if part of the said equipment is being manufactured else where in any Sub-Contractor's premises, the Contractor shall obtain for the Purchaser's representative, permission to inspect, examine and test as if the equipment were being manufactured on the Contractor's premises. Such inspection, examination and testing shall not release the Contractor from his obligations under the contract.
- ii) The Contractor shall give to the Purchaser adequate time/ notice (minimum of two weeks time) in writing for inspection of materials indicating the place at which the equipment is ready for testing and inspection and shall also furnish the Routine Test Certificates and Packing List along with offer for inspection to the Purchaser indicating the quantity which can be delivered in full truck load / Mini truck load to facilitate issue of dispatch instruction.
- iii) Where the contract provides for test on the Premises of the Contractor or of any of his Sub-Contractors, the Contractor shall provide such assistance, labour, materials, electricity, fuel and instruments as may be required or as may be reasonably



demanded by the Purchaser's representative to carry out such tests efficiently. The Contractor is required to produce Shop Routine Test Certificates before offering their materials for inspection.

- iv) After completion of the tests as indicated above, the Purchaser's representative shall forward the test results to the Purchaser. If the test results confirm to the specific standard, the Purchaser shall approve the test results and communicate the same to the Contractor in writing. The Contractor shall provide at least three copies of the test certificates to the Purchaser.
- v) The Purchaser has the right to have the test carried out at his own cost by an independent agency whenever there is a dispute regarding the quality of supply.
- vi) The Purchaser at its discretion may re-test the Materials/Equipment at its own laboratory or laboratory of his choice for reconfirmation of the test results, particularly no load losses, load losses and percentage impedance, etc.
- vii) Besides the above, the Third Party Independent Evaluation Agency (TPIEA) engaged by the Purchaser shall have right to conduct the pre & post dispatch inspection (as explained above) of the equipment/material procured by the Purchaser jointly along with the representative of purchaser/independently by the TPIEA as the case may be.

6.0 TRAINING FACILITIES :

The Contractor shall provide all possible facilities for training of Purchaser's Technical personnel, when deputed by the Purchaser for acquiring first hand knowledge in assembly of the equipment and for its proper operation and maintenance in service.

7.0 REJECTION OF MATERIALS:

In the event, any of the materials / equipment supplied by the Contractor is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the materials / equipment or ask the Contractor in writing to rectify the same. The Contractor on receipt of such notification shall either rectify or replace the defective materials/equipment free of cost to the Purchaser. If the Contractor fails to do so, the Purchaser may :-

- a) At its option replace or rectify such defective materials/equipment and recover the extra costs so involved from the Contractor and / or.
- b) Terminate the contract for balance work / supplies with enforcement of penalty Clause as per contract for the un-delivered materials and with forfeiture of Performance Guarantee/ Composite Bank Guarantee.

7. COMMENCEMENT & COMPLETION TIME

All supplies under the rate contract must be completed by period of completion mentioned in Letter of awards. 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 contract forthwith and to take possession of the 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.

8. VARIATION, ADDITIONS AND OMISSIONS

The Contractor shall not modify the work except under direction in writing by the WBS&DCL. The quantities provided in the schedule of works are provisional only which may vary up to any extent or may be deleted altogether. The quoted rate of each item shall remain firm. The WBS&DCL reserves the right to alter, amend, omit or otherwise vary the quantities as may be necessary but such variation will be limited to +/- 25% (Plus or minus twenty five percent) of the contract price. Payment shall be made as per actual execution.

However, any item(s) not included in the schedule or specification but required for completion of the work shall have to be carried out/supplied without any extra price. While submitting the offer the bidder shall consider price of those items and may indicate separately as additional deliverable items.



9. CONFIDENTIALITY

The Contractor, or any entity affiliated with the Contractor, shall not disclose to any unauthorized person any information and/or data that may be supplied to him/her by the WBSEDCL or by any other organization, under the directions of the WBSEDCL. All such documents shall be the property of the WBSEDCL or any information that may have come to his/her knowledge directly or indirectly by virtue of the assignment.

10. FORCE MAJEURE

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a. War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, requisition or embargo.
- b. Rebellion, revolution, insurrection, military power and civil war.
- c. Riot, commotion or disorder, except where solely restricted to employees of the Contractor or of his sub-contractors.
- d. Earthquake, flood, cyclone and such other natural disaster affecting Contractor's work.

WBSEDCL shall neither be responsible nor be liable to bear any compensation for any interruption of work in the site due to force majeure.

Upon the occurrence of any situation of Force Majeure, the Contractor shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify within a week in written to the controlling officer of the steps he proposes to take including any reasonable alternative means for performance which is not prevented by Force Majeure. The Contractor shall not take any such steps unless directed to do so by the controlling officer.

11. EXTENSION OF TIME

An extension of time without imposition of Liquidated Damage (LD), 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 within the schedule date of completion by the contractor who has to establish that the extension of time required by him is not due to his fault.

The Contractor may claim an extension of the Time for Completion if he is or will be delayed in completing the Works by any of the following causes:

- a. Extra or additional work ordered in writing by WBSEDCL.
- b. Suspension of work ordered in writing.
- c. Delay by any other Contractor engaged by WBSEDCL, affecting this Contract.
- d. Delay in handover of site by WBSEDCL
- e. Force Majeure.

The Contractor shall give notice to WBSEDCL of his intention to make a claim for an extension of time within 15 days of the occurrence of any of the above cause(s). The notice shall be followed as soon as possible by the claim with full supporting details. WBSEDCL shall after verification allow the Contractor for updating of the programme chart as facts may justify.

12. LIQUIDATED DAMAGE

If the Contractor shall fail to complete the total works within the time prescribed herein or extended time for completion, then the Contractor shall pay to the Company a sum amounting to half percent (0.50%) of the "Contract value of work" as liquidated damages for such delay for every week or part thereof which shall elapse between the time prescribed or extended time as the case may be and the date of completion of the work in each phase, subject to a maximum of ten percent



(10%) of the contract price.

The Company may, without prejudice to any, all other method of recovery deduct the amount of such damages from any money in their hand due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from this obligation to complete the works or from any other of his obligations and liabilities under the contract.

If there is a valid acceptable reason for delay of execution, the Controlling Officer may at his discretion consider lower down of the liquidated damage or even waive the liquidated damage on having written prayer from the contractor along with valid reason.

13. DEFECTIVE MATERIAL

If in the opinion of the Engineer, any of the machineries/equipment/materials etc. brought to the site for use are not of the quality or kind specified in the contract and/or are unfit for the work, he shall be at liberty to order the removal of the said items and the contractor shall remove the same within twenty four (24) hours after notice has been given to him and if he fails to remove them within the time the engineer may cause them to be removed anywhere at the risk of the Contractor and any cost incurred in so doing shall be deducted from the dues to the contractor under the contract. In such case, items as prescribed by the Controlling Officer or his representative are to be substituted immediately.

14. RISK PURCHASE

If the contractor fail, on receipt of the order, to take up the work within reasonable period or leave the work site after partial execution of the work WBSEDCL shall have the liberty to get the work done through other agency at his own risk and additional amount if any. If the situation so warranted to compel WBSEDCL to cancel the order placed on the Contractor, he shall be liable to compensate the loss or damage, which WBSEDCL may sustain due to reasons of failure on his part to execute the work in time.

15. DEFECT LIABILITY PERIOD

The term 'Defect Liability Period' shall mean the period of 1(One) year from the Date of final completion of supply of material. If any defect is found within the defect liability period the contractor shall be liable to replace the materials at their own cost and responsibility.

Defects in material so notified shall have to be attended and completed satisfactorily within the specified date or as deemed justified by the Controlling Officer. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the performance security/contract performance, already submitted by the contractor.

After completion of defect liability period, and on completion of satisfactory replacement of defective material, if any, reported within the defect liability period and on receipt of the application from the contractor and considering other factors as per contract specification, the Controlling Officer of the work shall recommend for amount of the performance security/contract performance to be submitted by the contractor for the next year.

16. SUBLETTING OF CONTRACT

The contractor shall not, without the written consent of the Company, assign or sublet 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.

17. NOTICES

Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, Registered post, special courier, cable,



telegraph, telex, facsimile (fax) or Electronic Data Interchange (EDI), e-mail to the address of the relevant party.

Any notice sent by cable, telegraph, facsimile or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

18. WBSEDCL'S RIGHT TO TERMINATE CONTRACT & HOLIDAY LISTING

- If the contractor fails to start the work within a month from the date of issue of the work order/ supply the material as per schedule mention in LOA, the West Bengal State Electricity Distribution Company Limited shall have the right to cancel the work order with forfeiture of earnest money (Converted into initial security) without giving any notice to the contractor. The contractor may be subjected to holiday listing as per company's policy.

- If the contractor neglects, or fails to proceed with the work proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time for completion or within the extended time approved by West Bengal State Electricity Distribution Company Limited or supply the material as per schedule mention in LOA, the West Bengal State Electricity Distribution Company Limited shall have right to terminate the work order 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, West Bengal State Electricity Distribution Company Limited shall terminate the contract and call the contractor to take joint measurement along with the Engineer for the finished portion of work. If the contractor does not appear for joint measurement, ex-party measurement by West Bengal State Electricity Distribution Company Limited will be taken as final.

In that case, WBSEDCL shall take possession of the work, site and 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 money. In the contract terminated as above, the contractor shall have no claim for compensation against West Bengal State Electricity Distribution Company Limited for any loss or deterioration of any materials that he may have collected or he may have entered into account of the work.

The contractor may be subject to holiday listing as per company's policy.

19. APPROVAL

Design and Drawing: The contractor shall have to prepare and submit the designs and drawings associated with work if desired by the controlling officer and obtain approval prior to the execution of work and for this purpose the contractor shall submit Detailed Design Report for obtaining approval from WBSEDCL.

Testing and Inspection: Any authorized representative of WBSEDCL shall, at all times, have full access to all parts of the site, places from which natural materials are being obtained, during production, manufacture and construction and be entitled to examine, inspect, measure and test materials and workmanship, and



check the progress of manufacture of plant and production of Materials/equipments at manufacturer's workshop. No such activity shall relieve the Contractor from any obligation or responsibility.

Material Inspection will be carried out after submission of all test reports/certificates and after completion of the manufacturing work, against formal intimation from the contractor. The contractor shall give notice of any material being ready for testing to the Controlling Officer.

The contractor shall arrange for all the necessary tests required for the project in the premises of the contractor or Sub-contractor and provide assistance, labour, materials, electricity, fuel, stores, calibrated apparatus and instruments as may be necessary to carry out the tests efficiently without any extra charges. If the facilities are inadequate to carry out tests as per standard, the contractor shall have to arrange suitable testing place having all such required facilities and the cost towards this will be on contractor's account.

WBSEDCL, if desired, will visit the contractor's premises/manufacturer's workshop and may proceed with the routine tests. Arrangements for such program shall be done by the contractor. The inspection setup and instruments must be provided by the contractor within the contract value.

The material shall have to be dispatched at site after inspection and clearance from the purchaser.

WBSEDCL, if desired, may test the delivered product at site from any accredited laboratory of Govt. of India. The result of that test and subsequent decisions taken by the controlling officer will be bound to the contractor.

Rejection: If, as a result of an examination/testing, any plant, materials, design or workmanship is found defective and/or not in accordance with the Contract, WBSEDCL may reject the plant, materials, design or workmanship by giving notice with reasons. The Contractor shall then promptly make good the defect and/or ensure that the rejected/replaced item complies with the Contract.

Materials: Contractor shall obtain prior approval for the materials deliverable under the project from WBSEDCL as mentioned in the technical specification.

20. MODE OF EXECUTION

The entire work shall have to be executed as per tender specifications and terms, specifications and conditions of Letter of Award.

21. SUBMISSION OF PROGRESS REPORT

The contractor shall submit the field progress report weekly to the controlling officer for the work. The contractor needs to get approval of the format of the progress report prior to the execution of the work.

22. INSURANCE

The Contractor shall arrange for insurance coverage for the equipment, accessories, materials etc. during transportation & delivery at site till successful handover of the completed work..

It is desired that the contractor shall arrange for insurance coverage for the equipment, accessories, materials etc. to be delivered at site till successful commissioning of the equipment. As such the bidder shall include the price of such insurance in their price bid as part of the price of work.

23. GUARANTEE

23.01 The manufacturer shall guarantee for satisfactory performance of the equipments/materials for a minimum period of 12 months from the date of Commissioning or 18 months from the date of receipt of last consignment whichever is earlier. In the event of any defect in the equipment/ materials arising out of faulty design, inferior quality of raw material used or bad workmanship within the guarantee period, the manufacturer shall guarantee to replace/ repair to the satisfaction of the Purchaser the defective equipments free of cost. Should



however, the manufacturer fails to do so within a reasonable time, the Purchaser reserves the right to recover the amount from the manufacturer either from the bills pending or may recover from the Performance Guarantee submitted by the firm.

- 23.02 If during the defect liability period any services performed found to be defective, these shall be promptly rectified by manufacturer at its own cost (including the cost of dismantling and reinstallation) on the instruction of Purchaser.
- 23.03 The contractor must ensure that the goods supplied under the contract are new, unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.

24. **LABOUR LICENSE**

Where ever applicable, the Contractor will have to obtain Labour Licence in respect of the above work as per Contract Labour (Regulation & Abolition) Act, 1970 as early as possible.

25. **PRICE**

Price shall be fixed/firm. No escalation shall be paid due to any reason what-so-ever.

Any action on the part of the bidder to revise the price and/or change the structure of price at his own after the opening of the bid may result in rejection of the bid and forfeiture of the earnest money.

Prices shall be quoted and payable in Indian Rupees only.

26. **MEASUREMENTS AND TERMS OF PAYMENT**

26.1 Payment against delivery of materials will be released to the contractor for the materials for which delivery instructions would be issued by the authorized officer of WBSEDCL after successful inspection and testing of the materials carried out at the works of the manufacturer. The materials shall be according to the approved bill of materials.

26.2 WBSEDCL shall arrange joint inspection and measurement of work by the representatives of WBSEDCL and the contractor, for releasing payments.

26.3 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.

26.4 All payments will be made to the Contractor under the contract in Indian rupees only.

26.5 The contractor shall submit Invoice in triplicate for release of payment to them.

27. **STATUTORY DEDUCTIONS**

All statutory deductions [IT, WCT, Cess etc.] as per rule will be made from each RA/Final Bill as per applicability of different laws of the land..

28. **ENGINEERS DECISION:**

Controlling Officer's decision is final in respect of all matters which are left to the decision of the Controlling Officer including the granting or with-holding of certificates. If, in the opinion of the contractor, a decision made by the Controlling Officer is not in accordance with the meaning and intent of the contract, the contractor may file with the Controlling Officer, within 7 (seven) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Controlling Officer's decision and the decision shall become final and binding.



29 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.

30. SETTLEMENT OF DISPUTES:

All disputes concerning question of fact 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.

31. CONTROLLING OFFICER: The Zonal Manager shall be the Controlling Officer for the respective area under their jurisdiction. The Letter of award will be placed by respective Zonal Manager as per terms of rate contract.

32. DELIVERY :

(A) Consignee : The Division Manager of respective Division will be the consignee.

(B) Store : The materials are to be delivered at the Divisional Stores of Distribution Divisions located in the different districts of West Bengal.

33. PAYING OFFICER : The Sr. Manager(F&A)/Manager(F&A) of the Zonal office will be the paying officer of the work.

34. PACKING :

The materials / equipments shall be packed by the manufacturer suitably as per the standard procedure for safe transport to the site / store. The cases shall be clearly marked showing distinctly the name and address of the consignee. In case of special instructions, such as "this end up", "fragile", "handles with care" etc., the same shall be clearly displayed on the cases.

35. COMMISSIONING SPARES:

The manufacturer shall replace, free of cost, any spares which may be found defective by the purchaser during commissioning.

36.CODES AND STANDARDS

All equipment and materials to be furnished under this specification shall be designed, manufactured and tested in accordance with the latest editions of the relevant IS/IEC/MNRE guidelines or as applicable.

The electrical installation shall meet the requirement of Indian Electricity Act, and Indian Electricity Rules as amended up-to-date and also the applicable section of the latest revision of the relevant IS Code of Practice.

The work shall be done in compliance with the IS Specifications, International Electro-technical Commission Codes, Indian Electricity Act 2003 and all applicable laws in India.

37. RULES AND REGULATIONS



The Contractor shall abide provisions of the following acts & laws strictly:

- a) Employees' Provident Fund and Miscellaneous Provisions Act, 1952
- b) Employees State Insurance Act, 1948 or appropriate medical facilities should be strictly adhered to wherever such Acts become applicable.
- c) Minimum wages to the workers will be paid according to the rates notified and/or revised by the State Government from time to time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made

38. SAFETY

All units with respect to their location, layout, general arrangement and design and equipment, structural design, etc. shall be safe to the personnel and conform to the relevant safety rules and regulations/statutory requirement issued by the State Government and the Central Government as well as to:

- i. Indian Electricity Rules 2005
- ii. Indian Electricity Act 2003
- iii. Indian Explosives Manual and
- iv. Fire Protection Manual issued by Tariff Advisory Committee (India).

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 site 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.

- To provide first aid at his own First Aid Station.
- To take the injured person to the hospital along with the 'Injured on work' form duly filled in.
- 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/termination of contract.

Adequate arrangement for proper lighting & guarding shall be made at the work site.

39. TOOLS & TACKLES

The contractor shall provide all reliable tools & tackles for proper execution of work. WBSEDCL, shall in no way, responsible for supply of any tools & tackles for implementation of the work.

40. ACCIDENT RISK

WBSEDCL shall not be responsible in connection with any sort of accident either fatal or non-fatal which may occur during transportation of materials/equipment, execution/maintenance of works. The Contractor shall have to provide safety precautionary arrangement for his workmen in order to avoid any such incident/accident as per prevalent safety rules and regulations.

41. 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.

42. EMBOSSING / PUNCHING / CASTING

The all equipments and materials supplied shall bear distinct mark of "Name of the Purchaser, PO Order No. & Date" by a way of embossing / punching / casting etc. This should be clearly visible to naked eye.



SECTION – IV

TECHNICAL SPECIFICATION



CONNECTORS AND FITTINGS FOR LV – ABC

Standards: NF C 33020, 33021, 33040, 33041, 33042 & ESI 43-14

Summary:

1. General conditions
2. Anchoring clamps
3. Suspension clamps
4. Service clamps
5. Transformer connections
6. Junctions
7. Insulation Piercing Connectors
8. Distribution boxes
9. Eye Hooks

1. General Conditions

The products shall be in accordance with Indian standards and most of the European recognized standards used in LT ABC (NFC for example) or with any relevant standard.

- Marking: Each product shall be clearly identified with Manufacturer name or trade mark, reference and capacity of the item and batch No.
- Packaging: Manufacturer shall mention the packaging of each item. Installation instruction should be included in the packaging.
- Type tests: Each supplier should provide type test reports with the offer, carried out in accordance with one of the referenced standards in NABL accredited laboratory suitable for insulated messenger wire.
- Routine tests: Suppliers shall provide a control plan, which will be implemented on each item. Routine Test reports should be submitted by the manufacturer with the Inspection Call.
- Quality: All suppliers should be ISO 9000 certified.
- Anchoring and Suspension clamps should be installable on existing poles using appropriate devices (hooks, pigtails, brackets etc.)
- All crimped connectors should be installed with mechanical or hydraulic hand crimping tools.

2. Anchoring clamp for Insulated messenger:

The clamps should be designed to anchor LV-AB Cable with insulated neutral messenger. The clamp should consist of an Aluminium alloy corrosion resistant casted body, bail of stainless steel and self-adjusting plastic wedges which shall anchor/hold the insulated neutral messenger without damaging the insulation.

- The clamp should be installed properly.
- No losable part in the process of clamping arrangement.
- The clamp should conform to the standard NF C 33041 and 042 or equivalent I.S., if any.
- The clamp body should be made of corrosion resistant Aluminium alloy, bail should be of stainless steel and wedges should be of weather and UV resistant polymer.
- Clamps should be fixed with pole by eye hook/bracket. Bracket should be made of corrosion resistant Aluminium alloy.
- Ultimate Tensile Strength of the clamp should not be less than 15 KN for 50/70 Sq.mm insulated messenger wire & 10 KN for 25/35 sq.mm insulated messenger wire.
- Slip load of the clamp should not be less than 3 KN for 50/70 Sq.mm insulated messenger wire & 2 KN for 25/35 sq.mm insulated messenger wire.
- Design as per furnished drawing by the manufacturer.



3. Suspension clamp for insulated neutral messenger:

The clamps should be designed to hang LV-AB Cables with insulated neutral messengers. The neutral messengers should be fixed by an adjustable grip device. A movable link should allow longitudinal and transversal movement of the clamp body.

- The clamp should be installed properly.
- No losable part in the process of clamping arrangement.
- The clamp should conform to the standard NF C 33040 or equivalent I.S., if any.
- The clamp and the link made of the Polymer should provide an additional insulation between the cable and the pole.
- The clamps and the movable links should be made of weather and UV resistant glass fiber reinforced polymer.
- Clamps should be fixed with pole by eye hook/bracket. Bracket should be made of corrosion resistant aluminium alloy.
- Ultimate Tensile Strength of the clamp should not be less than 15 KN for 50/70 Sq.mm insulated messenger wire & 4.3 KN for 25/35 sq.mm insulated messenger wire.
- Maximum Allowable load of the clamp should not be less than 20 KN for 50/70 Sq.mm insulated messenger wire & 15 KN for 25/35 sq.mm insulated messenger wire.
- The clamp should sustain to maximum angle of deviation of 60 degrees of the conductors. Design as per furnished drawing to be furnished by the manufacturer.

4. Service clamps

The clamps should be designed to anchor insulated service lines (armored or unarmored) with 2/4 conductors.

- The clamps should be made of weather and UV resistant polymer. The clamp should be installed properly.
- No losable part in the process of clamping arrangement.
- The clamp should conform to the standard NF C 33042 or equivalent I.S., if any.
- Breaking load of the clamp should not be less than 3 KN.
- Design as per furnished drawing to be furnished by the manufacturer.

5. Transformer connections

- The connection to the transformer should be made with Pre-Insulated Lugs for Phase and Street Lighting conductors and with an Aluminium Lug for Neutral Messenger. If the Bus Bars are of Copper, the Lugs should be preferably Bi-metallic type.
- The Barrel of the Lug normally insulated with an Anti-UV black Thermoplastic tube sealed with a Flexible ring. Die reference, size and strip length are indicated on the plastic.
- Sizes Covered: 16 – 70 & up to 150 mm² Aluminium XLPE insulated Referenced standard: NFC 33 021 or equivalent I.S., if any.
- Design as per furnished drawing to be furnished by the manufacturer.



6. Junction sleeves

- The sleeves should be Pre - Insulated for Phases, neutral messengers and Street Lighting conductors.
- Sleeve should be made of Aluminium, insulated with an anti UV black thermoplastic tube hermetically sealed two ends with 2 flexible rings. Die reference, size and strip length are indicated on the sleeve itself.
- Sizes needed: 16 – 70 - & upto 150 mm² for Aluminium XLPE insulated Referenced standard: NFC 33 021 or equivalent I.S., if any.
- Design as per furnished drawing to be furnished by the manufacturer.

7. Insulation Piercing Connectors as per the standard NF C 33020 or equivalent I.S., if any.

Scope :

In the process of replacing the Bare Conductors with LT AB Cables to reduce power theft & Transmission Losses, it is important to analyze the proper method of providing service connection from AB Cables to our consumers without damaging the cable. Removal of Bare Conductor, Stringing of LT AB Cable & re-establishing the service connections should be simultaneous process. In this regard the Insulating Piercing Connectors are required- a) for providing 1-2 service connections from 8 Meter PCC LT pole, b) for providing supply to Junction/ Distribution Box from AB Cable & c) for establishing Tee connection from LT ABC to LT ABC. This Insulating Piercing Connectors should not be exposed to any bare conductor in the environment during connection. The connectors should be totally Weather & Moisture proof so that no water or moisture can enter through the pierced holes on to the cable insulation.

It must have Shear Head type mechanism to control the effective Torque during connection and to ensure perfect installation. Connectors should not have any losable parts, which may drop and then lost while installation at overhead conditions. For individual connectors Torque required for different conductor sizes should be mentioned in the equipment.

Technical requisites :

Construction: The connectors should be totally insulated with no loose parts. The connectors should be totally Weather & Moisture proof so that no water or moisture can enter through the pierced holes on the cable insulation.

Voltage Ratings: The maximum voltage withstand capacity should be 6 KV.

Moisture Ingress: The connectors should work at 30 cm under water bath for 30 min. & voltage applied of 6KV for 1 min. without any flashover/ failure & moisture ingress in it.

Working Temp.: Designed for installation from -10°C up to +60°C & operation experience with temperature from -20°C up to +75°C.



Materials: Material used in the manufacturing process of the components of this product should be specified in the respective product drawings & can be summarized as follows:

- All the metallic part of the connector should be Corrosion resistance & should be proven in Salt Fog chamber & Wet SO₂ gas chamber & there should not be any change in contact resistance & temperature after overloads & load cycling.
- The contact plates should be made of tinned Copper/Aluminium.
- Connector teeth should be factory greased & sealed to retard water or moisture ingress & corrosion.
- The insulation material should be made of weather & UV resistance, reinforced polymer.
- The outer metallic part should have potential free tightening bolts to allow safe installation on life lines.
- The bolts should be of Shear Head type so that it controls the effective applied Torque during installation & break off at a specified torque after establishing proper connection.
- The connector should not have any losable component. The cable end cap should be attached to the body.

Testing Standards:

The Insulating Piercing Connector should conform to following std.-

Tests	Tests Standard/ Test Procedure
Corrosion Qualification Test	As per NF C 33-020 (Jun'98), or equivalent I.S., if any. Exposure in Saline Environment- The exposure should be carried out as per NF EN 60068-2-11(Aug'99) std. requirement. The concentration of Saline solution must be of 5% ± 1% in mass, & the temperature of the test chamber must be maintained at 35°C ± 2°C. Exposure in Sulphur environment saturated of humidity - The exposure should be carried out as per NF T 30-055(Mar'74) std. requirement. SO ₂ concentration in the chamber should be 0.067% in volume. The temperature of the test chamber should be increased to 40°C ± 3°C. The total test should include four identical periods of 14 days, in which 7 days of exposure in Saline environment & in other 7 days - 8 hrs cycles in SO ₂ environment & 16 hrs in laboratory environment.
Electrical Ageing Test	As per NF C 33-020 & NF C 33-004 (Jun'98), or equivalent I.S., if any. Total no. of cycles-200, Heating time -60 mins., Cooling time- 45mins., Pause time – 2 mins.
Dielectric Investigation Test in Water	As per NF C 33-020 (Jun'98), or equivalent I.S., if any. The connector should be placed in an ambient temperature between 15°C & 30°C & relative humidity between 25% & 75%. The tightening of the connectors should be at minimal value of the torque indicated by the manufacturer. The sample should be placed in tank full of water on 30cm height, after an immersion length of 30mins. The set is subjected to a dielectric test under a voltage of 6KV at industrial frequency during 1 min. No flashover/ breakdown should occur at 6KV during 1 min.
Mechanical Tests	As per NF C 33-020 (Jun'98), or equivalent I.S., if any. For checking electrical continuity, shear heads & mechanical behavior of the connector's suitable tests as per the above specification have to conduct.



- Button & Cable Holder: PA 6.6 (Nylon) with 50% Glass Fiber.
- Busbar Insulation: Polyamide.

Locking System: The boxes should consist of Special type Lock & Key arrangement as well as provision for sealing for complete protection of the service connection contacts.



Testing Standards: Impact Resistance should be according to UL 746C. Insulation Protection should be as per IP 44. The outer plastic Box should conform to following Standard

Test / Standard	Requirements	Test Procedures
Degree of Protection IEC 60529	IP 44 - Protected against the penetration of solid objects exceeding 1.0 mm in diameter and against penetration of water jets that may affect the product operation.	First Digit: A 1.0 mm diameter test wire should not penetrate in any apparent opening (force = $1\text{ N} \pm 10\%$). Second Digit: A spray nozzle is used to spread a water jet in all possible directions.
Impact Resistance UL 746-C	After the test the product should not show any evidence of: - Live electrical parts accessible to the test probe, as described in this test specification. - Any results, which may affect the mechanical performance of the product. - Any results, which may increase the probability of electrical shocks.	The impact should be generated by dropping a steel ball - with a diameter of 50.8 mm and a mass of 0.535 kg - from a specified height sufficient to produce an impact energy of 6.8 J (0.6913 kg.m).
UV Resistance UL 746-C	The sample physical properties average value - after an accelerated aging with UV radiation - should not be lower than 70% of its initial value, without aging, that is, a variation of $\pm 30\%$ is allowed.	According to ASTM G26, Exposure Method 1, Xenon Arc Lamp Type B or ASTM G155, Exposure Cycle 1, with continuous exposure to light and intermittent exposure to water jets, with programmed cycles of 120 minutes, consisting of a 102 minutes light-only exposure and a 18 minutes exposure to light and water jets.



Withstanding Voltage UL 746-C	Product should withstand the specified voltage.	A 5 kV voltage should be applied to the samples after the 40 hours conditioning cycle at 23 ± 2 °C and 50 ± 5 % relative humidity plus 96 hours at 35 ± 2 °C and 90 ± 5 % relative humidity.
Flammability UL 94	After the UV radiation accelerated aging, the material should maintain the same original flammability level (HB).	The test can be applied to test samples molded with the same material used for the base and the cap of the box or taking a piece of these components.
Flexural Strength ASTM D790 UL 746-C	After UV radiation accelerated aging, the average value for this test should not be lower than 70% of the original value, that is, a maximum variation of 30% is allowed.	A group of test samples without aging should be tested and the average values calculated. Another group should be aged under UV radiation, then it should be tested and the new average should be calculated and compared to the initial average value.
Tensile Strength ASTM D638 UL 746-C	After aging with UV radiation, the average value should not be lower than 70% of the initial values, that is, a maximum variation of 30% is allowed.	One of the test bodies must be tested without being submitted to accelerated aging and is computed over mean values. Another group is submitted to the radiation induced aging and then tested and the new mean value is computed and compared to the first computed mean value.

9. Eye Hooks:

Eye hooks should be designed as to hold Suspension Clamps and Dead end Clamps and to be installed with the Pole Clamps:-

-) Eye hooks should be made of forged Galvanized Steel.
-) The clamps corrosion resistance should confirm to the standard IS: 2629 and IS: 2633
-) Bolt and nuts should be made of hot dip galvanized steel, according to VDE 0210 and VDE 0212.
-) Ultimate Tensile Strength (UTS) of the clamp should be 20 KN.
-) Design as per furnished drawing.



SECTION – V

GUARANTEED TECHNICAL PARTICULARS

**GUARANTEED TECHNICAL PARTICULARS FOR ANCHOR CLAMPS FOR LT AB CABLE**

Sl no	PARAMETERS	UNIT	GUARANTEED PARTICULARS (To be furnished by bidder)
1	Type of Clamp		
2	Name of the Manufacturer		
3	Standard		
4	Place of Manufacturer		
5	Range of conductor size	mm(Dia)	
6	Type of design		
7	Installation - (with / without disassembly)		
8	Type & grade Metallic / Nonmetallic material		
9	Marking		
10	Colour of Nonmetallic parts		
11	Dimensions	mm	
12	Approximate weight	Kg	
13	Breaking Load	KN	
14	Slip Load	KN	



GUARANTEED TECHNICAL PARTICULARS FOR EYE HOOK (FLAT TYPE)			
Sl no	PARAMETERS	UNIT	GUARANTEED PARTICULARS (To be furnished by bidder)
1	Type of Clamp		
2	Name of the Manufacturer		
3	Place of Manufacturer		
4	Standard		
5	Type of design		
6	Type & grade Metallic / Nonmetallic material		
7	Type of hot dip galvanizing & thickness of Zinc coating		
8	Dimensions	mm	
9	Approximate weight	Kg	
10	Ultimate tensile strength	KN	
11	Marking (embossing)		
12	Galvanisation of fastners		
13	Gurantee		



**GUARANTEED TECHNICAL PARTICULARS FOR WATERPROOF
PREINSULATED COMPRESSION TYPE BIMETALLIC SOCKET FOR LT 1.1KV**

Sl no	PARAMETERS	UNIT	GUARANTEED PARTICULARS (To be furnished by bidder)
1	Name & address of the Manufacturer		
2	Applicable standard		
3	Type of Cable jointing kit		
4	Application		
5	Nominal system voltage (kV)		
6	Maximum system voltage (kV)		
7	Number of cores		
8	Type of Insulation		
9	Type of screening		
10	System Neutral Earthing		
11	Maximum performance		
12	AC voltage		
13	Load Cycling 90°C+ 5°C(No of Cycles)		
14	Impulse voltage		
15	Partial discharge voltage		
16	Thermal short circuit		
17	DC voltage		
18	Dynamic short circuit		



**GUARANTEED TECHNICAL PARTICULARS FOR PREMOULDED STRAIGHT JOINT FOR LT
1.1 KV AB Cable**

Sl no	PARAMETERS	UNIT	GUARANTEED PARTICULARS (To be furnished by bidder)
1	Name & address of the Manufacturer		
2	Applicable standard		
3	Type of Cable jointing kit		
4	Application		
5	Nominal system voltage (kV)		
6	Maximum system voltage (kV)		
7	Number of cores		
8	Type of Insulation		
9	Type of screening		
10	System Neutral Earthling		
11	Maximum performance		
12	AC voltage		
13	Load Cycling 90°C+5°C (no of cycles)		
14	Impulse voltage		
15	Partial discharge voltage		
16	Thermal short circuit		
17	DC voltage		
18	Dynamic short circuit		



GUARANTEED TECHNICAL PARTICULARS FOR INSULATING PIERCING CONNECTORS of LT AB CABLE FOR STREET LIGHT			
Sl no	PARAMETERS	UNIT	GUARANTEED PARTICULARS (To be furnished by bidder)
1	Name of the Manufacturer		
2	Is Manufacturer of accessories as ISO 9001-2000 Co. a) Copies of certificate enclosed b) Are GA Drawing enclosed		
3	Applicable standard		
4	Type of connectors		
5	Application		
6	Is any metallic part carrying potential in operation exposed during installation		
7	Are end caps of branch cable - Slide On /Rigid type		
8	Are torque limiting shear heads provided to tightening bolts		
9	Range of cable sizes accommodated for main & branch		
10	Min. & Max. torque defined		
11	Torque for establishing connection between main and branch		
12	Type of connection		
13	Max. tensile load for no breakdown of main conductor (for each cross section)		
14	Max. tensile load on branch conductor for no break/slippage		
15	Voltage withstand under water emersion		
16	Is electrical Ageing test report enclosed		
17	No. of Cycles		
18	Max. temp. at each cycle		
19	Marking and embossing on the connection		
20	Construction		



GUARANTEED TECHNICAL PARTICULARS FOR INSULATING PIERCING CONNECTORS of LT AB CABLE FOR DB CHARGING			
Sl no	PARAMETERS	UNIT	GUARANTEED PARTICULARS (To be furnished by bidder)
1	Name of the Manufacturer		
2	Is Manufacturer of accessories as ISO 9001-2000 Co. a) Copies of certificate enclosed b) Are GA Drawing enclosed		
3	Applicable standard		
4	Type of connectors		
5	Application		
6	Is any metallic part carrying potential in operation exposed during installation		
7	Are end caps of branch cable - Slide On /Rigid type		
8	Are torque limiting shear heads provided to tightening bolts		
9	Range of cable sizes accommodated for main & branch		
10	Min. & Max. torque defined		
11	Torque for establishing connection between main and branch		
12	Type of connection		
13	Max. tensile load for no breakdown of main conductor (for each cross section)		
14	Max. tensile load on branch conductor for no break/slippage		
15	Voltage withstand under water emersion		
16	Is electrical Ageing test report enclosed		
17	No. of Cycles		
18	Max. temp. at each cycle		
19	Marking and embossing on the connection		
20	Construction		



GUARANTEED TECHNICAL PARTICULARS FOR INSULATING PIERCING CONNECTORS of LT AB CABLE FOR ABC TO ABC TEE			
Sl no	PARAMETERS	UNIT	GUARANTEED PARTICULARS (To be furnished by bidder)
1	Name of the Manufacturer		
2	Is Manufacturer of accessories as ISO 9001-2000 Co. a) Copies of certificate enclosed b) Are GA Drawing enclosed		
3	Applicable standard		
4	Type of connectors		
5	Application		
6	Is any metallic part carrying potential in operation exposed during installation		
7	Are end caps of branch cable - Slide On /Rigid type		
8	Are torque limiting shear heads provided to tightening bolts		
9	Range of cable sizes accommodated for main & branch		
10	Min. & Max. torque defined		
11	Torque for establishing connection between main and branch		
12	Type of connection		
13	Max. tensile load for no breakdown of main conductor (for each cross section)		
14	Max. tensile load on branch conductor for no break/slippage		
15	Voltage withstand under water emersion		
16	Is electrical Ageing test report enclosed		
17	No. of Cycles		
18	Max. temp. at each cycle		
19	Marking and embossing on the connection		
20	Construction		



GUARANTEED PARTICULARS TECHNICAL PARTICULARS FOR SUSPENSION CLAMPS FOR LT AB CABLE			
Sl no	PARAMETERS	UNIT	GUARANTEED PARTICULARS (To be furnished by bidder)
1	Type of Clamp		
2	Name of the Manufacture		
3	Standard		
4	Place of Manufacturer		
5	Range of conductor size	mm(Dia)	
6	Type of design		
7	Installation - (with / without disassembly)		
8	Type & grade Metallic / Nonmetallic material		
9	Marking		
10	Colour of Nonmetallic parts		
11	Dimensions	Mn	
12	Approximate weight	Kg	
13	Breaking Load	KN	
14	Maximum angle of deviation of conductor	Degree	
15	Guarantee		



GUARANTEED TECHNICAL PARTICULARS FOR 3 Phase 4 wire LT DISTRIBUTION BOX for AB Cable			
Sl no	PARAMETERS	UNIT	GUARANTEED PARTICULARS (To be furnished by bidder)
1	Name and address of the Manufacturer		
2	Material Property of Outer Box		
3	Thickness		
4	Dimension of the Encloser		
5	Colour of the Box		
6	Material of Bus Bar Mounting Bus bar (Bus Bar Supports)		
7	No of Circuit both Incoming & Outgoing in the Bus Bar.		
8	Whether testing arrangements along with valid calibration, as per technical specifications available.		
9	Marking		
10	Degree of Protection for outer Box		
11	Bus Bar or terminal Block		
12	Connecting Screw		
13	Drawing		
14	Current Rating & Size of Bus - Bar		
15	Voltage Rating		
16	Material of Bus Bar		
17	Name and address of the Manufacturer		
18	Material Property of Outer Box		
19	Thickness		
20	Dimension of the Encloser		

N.B. The property level should be provided on front side of cover.

SECTION – VI

SAMPLE FORMS & PROCEDURES CONTENTS

Annexure	Description
Annexure-I	Proforma of Letter of Undertakings
Annexure-II	Format For Letter of Submission
Annexure-III	Bid proposal
Annexure-IV	Mandatory Condition
Annexure-V	Details information in support of Mandatory Condition
Annexure-VI	Format for Performance Bank Guarantee
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Annexure-IX	Format of Indemnity Bond
Annexure-X	Proforma of declaration of black listing/holiday listing
Annexure-XI	Proforma of Bank Guarantee for Bid Security (Earnest money deposit)
ANNEXURE-XII	Proforma of declaration regarding abandonment or rescission of work

**PROFORMA OF LETTER OF UNDERTAKINGS
(To be executed on non-Judicial stamp paper of requisite value)**

Ref.....

Date.....

To
The Chief Engineer-Distribution
West Bengal State Electricity Distribution Company Ltd.
Bidyut Bhawan, 1st Floor, "D" Block, Bidhannagar,
Kolkata – 700091,
West Bengal

Dear Sir,

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

1. I/We* have thoroughly read and examined the following Bidding Documents relating to the(full scope of work).
 - a) Notice Inviting Tender.....
 - b) Condition of Contract for containing sections, "Information for Bidder" (IFB), "Instruction to Bidders (ITB)", "General Conditions of Contract (GCC)", "Scope of Works (SW)".
2. I/We* hereby submit our Bid along with Cost of bid document and Bid Security and undertake to keep our Bid Valid for a period of 180(One hundred eighty) days from the date of opening of Technical Bid.. I/We* hereby further undertake that during said period I/We* shall not vary alter or revoke my/our Bid.
3. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
4. 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.
5. This undertaking is in consideration of WBSEDCL, agreeing to open my Bid and consider and evaluate the same for the purpose of award of Work in terms of provisions of clause entitled "Award of Contract" under Section "Instruction to Bidders (ITB)" in the Bidding Documents.
Should this Bid be accepted, I/We* also agree to abide by and fulfil all the terms and conditions of provisions of the above mentioned Bidding Documents.

Signature along with Seal of Co.....

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

Name.....

Designation.....

Name of Co (in BLOCK Letters).....

Telephone No..... Fax No..... E-mail.....

WITNESS

Signature.....

Date.....

Name & Address.....

Telegraphic Address.....

Telephone No..... Fax No..... E-mail.....

***Strike out whichever is not applicable**

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. **Notice Inviting e-Tender no : WBSEDCL/CED/RC/AB CABLE Accessories/17-18/22 dated 11.01.2018.**
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 Bid Guarantee and cost of bid & 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

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

Notice Inviting e-Tender no : **WBSEDCL/CED/RC/AB CABLE Accessories/17-18/22 dtd 11.01.2018.**

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. : Invitation of bid for _____

Dear Sir,

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.

1. PRICES AND VALIDITY :

a. 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 Technical Bid. We further declare that prices stated in our proposal are in accordance with your bidding and prices are firm.

2. Cost of Bid: We have enclosed DD as cost of bid in favour of WBSEDCL for an amount of Rs.....payable at Kolkata of..... vide DD No..... dated.....

3. BID GUARANTEE: We have enclosed a Bid Guarantee in the form of D.D/ Pay

|

Order/Bank Guarantee fromdrawn in favour of WBSEDCL for an amount of Rs..... payable at Kolkata of..... vide No..... dated.....

4. Format of undertaking - We have enclosed format of undertaking as per Annexure –I.

5. DEVIATIONS :

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

6. WORK SCHEDULE :

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal, we fully understand that the work completion schedule stipulated in the proposal is the essence of the Contract, if awarded. The completion schedule of the various major key phases of the work will be as per time Schedule submitted by us and approved by in order to maintain the completion time schedule of bid documents.

7. CONTRACT PERFORMANCE GUARANTEE :

We further agree that if our proposal is accepted, we shall provide a Contract Performance Guarantee amounting to Rs 20,00,000/- (Rupees twenty lakh only) as stipulated in Bid document in the form of Bank Guarantee in your favour within stipulated time as mentioned in bid from the date of placement of Letter of Award and undertake to enhance the same, as required, as to be informed time to time.

Dated.....this.....day of.....20

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

|

Annexure-IV

Mandatory Condition

SI No.	Requisite Credential	Requisite Supporting document	Submitted Yes/No
1	Average annual Turn Over for each of last three financial i.e for year 2014-2015, 2015-2016 & 2016-17 must be at least as indicated in the NIT	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 bidder shall be experienced, bonafied & resourceful agency of State/ Central Govt./ Undertakings, Private Power Utilities, Statutory Bodies constituted under the statute of Central/ State Govt.	Provide credential in support of qualifying requirement. Documentary evidence regarding manufacturing facility and service centre in India	
3	Must Comply with all statutory obligations.	Provide the following required nos. in a separate sheet (as per Annexure-V) duly attested with following supporting documents. i. Copy of PAN Card and last three years IT return/ Audited Accounts ii. GSTIN iii. Registration no. of the company iv. Valid professional tax payment certificates. v. Valid trade license. vi. Declaration regarding black-listing/ holiday listing vii. Declaration regarding abandonment of work or rescission of work	
4	The bidder shall be experienced, bonafied & resourceful agency of State/ Central Govt., State/ Central Govt. Undertakings, Private Power Utilities, Statutory Bodies constituted under the statute of Central/ State Govt.	i. The bidder shall submit the documentary proof of orders received. ii. Certificate mentioning order reference from Ordering authority with satisfactory completion. iii. Performance certificate from client regarding satisfactory performance of supplied material for at least 12 months	

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 bidder with Office Sea

|

Annexure-V

West Bengal State Electricity Distribution Company Limited

Notice Inviting e-Tender no : WBSSEDCL/CED/RC/AB CABLE Accessories/17-18/22 dtd 11.01.2018.

Details of information to be provided in support of Mandatory condition (Annexure- IV)
(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	Permanent Account No. (PAN)			
4	GSTIN			
5	Trade License			
6	Company Registration No.			
7	Any other information			
8	Annual Turn Over for last three financial years(must be at least as specified in NIT)	1st yr. (in ` crore) 2014-15	2nd yr. (in ` crore) 2015-16	3rd yr. (in ` crore) 2016-17
9	Orders received and executed by the bidder	Organization where worked with Contact Telephone No. and FAX No.	Order No. and Date with Value of the Order	Completion / ongoing Certificate with date (indicating order reference no.)

Signature of the Bidder with Seal

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
(To be stamped in accordance with Stamp Act)**

Ref.....

Bank Guarantee No.....

Date.....

To
The Chief Engineer-Distribution
West Bengal State Electricity Distribution Company Ltd.
Bidyut Bhawan, 1st Floor, "D" Block, Bidhannagar,
Kolkata – 700091,
West Bengal

Dear Sirs,

In consideration of West Bengal State Electricity Distribution Company Ltd. (herein after referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with registered/Head office at.....(hereinafter referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract issued by Owner's Letter of Award No.....dated..... for.....(scope of work) and the same having been acknowledged by the Contractor, resulting in a Contract bearing No.....dated Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs..... being (10%) (Ten percent) of the said value of the Contract to the Owner.

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

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

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee from time to time to extend the time for performance or the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

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

Dated this.....day of.....20.....at.....

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Official Address)

Attorney as per Power
Of Attorney No.....

Date.....

* 12 months

** 15 months.

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank.
2. The sum shall be 10% (ten percents) of the Contract Price.
The performance Bank Guarantee/ Security Deposit Bank Guarantee shall be valid initially for 12 months from the date of successful completion of work. A period of 3 (three) months should be added as claimed period from the last date of validity of the Bank Guarantee.

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref.....

Date.....

To
The Chief Engineer-Distribution
West Bengal State Electricity Distribution Company Ltd.
Bidyut Bhawan, 1st Floor, "D" Block, Bidhannagar,
Kolkata – 700091,
West Bengal

Dear Sirs,

Sub: Extension of Bank Guarantee No.....for Rs..... favoring yourselves, expiring on.....on account of M/s.....in respect of Contract No.....dated..... (hereinafter called original Bank Guarantee).

At the request of M/s....., We.....Bank, branch office at.....and having its Head Office at.....do hereby extend our liability under the above mentioned Bank Guarantee No..... dated..... for a further period of.....(Years/Months) from.....to expire on..... Expect as provided above, all other terms and conditions of the original bank guarantee No.....dated.....shall remain unaltered and binding.

Please treat this as an integral part of the original bank guarantee to which it would be attached.

Yours Faithfully,

For.....

Manager/Agent/Accountant.....

Power of Attorney No.....

Dated.....

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate value shall be purchased in the name of the bank who has issued the Bank Guarantee.

Pro-forma for Contract Agreement
(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

ARTICLES OF AGREEMENT MADE this -----day of ----- in the year -----
-----between WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
(WBSEDCL), a statutory Body constituted by the Govt. of West Bengal having its head office at
"VidyutBhaban" , Block-DJ, Sector-II, Salt Lake City, Kolkata-700091 hereinafter referred to as the
'Company' (which expression shall unless excluded by or repugnant to the context be deemed to
include its successors and assigns) of the ONE PART.

AND

-----hereinafter
referred to as the 'Contractor' (Which expression shall unless excluded by or repugnant to the context
be deemed to include its heirs, executors, administrators, representatives and permitted assigns) of
the OTHER PART.

WHEREAS the Company invited tender vide Tender Notice No -----
----- (annexed hereto) for "-----"
-----"

AND WHEREAS in pursuance of such invitation for tenders the contractor submitted a tender vide no --
-----dated ----- , Techno-commercial part of which was opened on
..... and the Price bid was opened on..... (The tender offer is in custody of the
Company at present).

AND WHEREAS AFTER consideration of the tender submitted by the Contractor, with clarification(s),
the Company accepted the said tender submitted by the Contractor and placed Letter of Award no

NOW THEREFORE, the Company and the Contractor agree as follows:

1. The Contractor agrees to undertake the work of -----

-----" as per Letter
of Award no -----dt ----- referred to above.

- 2. The Company agrees to pay the Contractor as per as per Letter of Award no -----
-----dt ----- referred to above.

- 3. Both the Contractor and the Company agree that for the purpose of jurisdiction in the court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata.

IN WITNESS WHEREOF the parties have hereunder affixed their signature on the day, the month and year written as above.

SIGNED, SEALED AND DELIVERED

Contractor

1) -----

Witness

2) -----

Witness

Company

1) -----

Witness

2) -----

Witness

SPECIMEN COPY OF INDEMNITY BOND

(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on thisDay of....., 20.....I/We having Registered Office/ residing at (hereinafter called "OBLIGOR/OBLIGORS" which expression shall mean and includes my/our Successors legal representatives, assigns) do hereby binds myself / ourselves and also our Company/ firm after having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited a government Company within the meaning of sec.617 of the Company's Act, 1956 having registered office at BidyutBhavan, Block-DJ ,Sector-II, Salt Lake City, Kolkata-700091 (hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns. WHEREAS OBLIGOR/OBLIGORS has /have been awarded to execute the job/works under letter no.....Dated.....issued by the OBLIGEE after having observing necessary formalities the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job/works will be/likely to be done in places covered under Employees' State Insurance Act(ESI) and /or the Workmen Compensation Act(W.C. Act) and /or other laws relating to the Labour Management and Welfare.

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

NOW THIS INDENTURE WITNESS THAT I / We the OBLIGOR/OBLIGORS do hereby undertake.

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

- 6. THAT the OBLIGOR/OBLIGORS shall keep harmless the OBLIGEE from all claims, compensation, damages, any proceedings in respect of any of its employee/workmen under the Workmen Compensation Act. Act or any other laws for the time being in force.
- 7. THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Workmen Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGORS is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGATOR.
- 8. THAT , if at any time due to exigency, the OBLIGEE i.e. the West Bengal State Electricity Distribution Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGOR/OBLIGORS or for any other reason , the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR/OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR/OBLIGORS
- 9. THAT the OBLIGOR/OBLIGORS is/are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/OBLIGORS.

SIGNED AND DELIVERED

BY THE OBLIGOR/OBLIGORS

.....

Signature

WITNESS

1 Name, Designation

Signature

2. Name, Designation

Signature

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

Ref : Notice Inviting e-Tender no : WBSEDCL/CED/RC/AB CABLE Accessories/17-18/22 dtd 11.01.2018

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s _____ which is submitting the bid for the work nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner have been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s _____ submitting the bid for the work nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")

In the case of a Company:

We hereby declare that we have not been placed on any black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular WBSEDCL, WBSETCL or Administrative Ministry, shall have the right to reject the Bid and if the bid has resulted in a contract, the contract is liable to be terminated.

PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE/SECURITY

**The non-Judicial stamp paper of Rs 100.00 should be in the name of
issuing bank**

Ref.....

Bank Guarantee No.....

Date.....

To

The

.....

.....

West Bengal

Dear Sirs,

In accordance with Invitation to bid under your Bid No.....
M/s..... having its Registered/ Head Office at.....(hereinafter
called the `Bidder') wish to participate in the said Bid of.....and you,
as a special favour have agreed to accept an irrevocable and unconditional
Bank Guarantee for an amount of.....valid upto.....on behalf of
Bidder in lieu of the Bid deposit required to be made by the bidder, as a
Condition precedent for participation in the Said Bid.

We, the.....Bank (Name) at.....(address) having our Head Office
at..... guarantee and undertake to pay immediately on demand by West
Bengal State Electricity Distribution Company Ltd., the Amount
of.....

.....(in words & figures) without any

Annexure-XI

reservation, protest, demur and recourse. Any such demand made by said `Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto and including.*

If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s..... on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorized office, has set its hand and stamp on this.....day of.....20.....at.....

.....

WITNESS

.....

(Signature)

.....

(Signature)

.....

(Name)

.....

(Name)

.....

(Official Address)

.....

(Official Address)

* This date shall be 30 (thirty) days after the last date for which the bid is valid

PROFORMA OF DECLARATION REGARDING ABANDONMENT OR RESCISSION OF WORK

Ref : Notice Inviting e-Tender no : WBSIEDCL/CED/RC/AB CABLE Accessories/17-18/22 dated 11.01.2018.

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s _____ which is submitting the bid for the work nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years, except as indicated below:

(Here give particulars of abandonment or rescission of work and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s _____ submitting the bid for the work nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years except as indicated below:

(Here give particulars of abandonment or rescission of work and in absence thereof state "NIL")

In the case of a Company:

We hereby declare that we neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years, except as indicated below:

(Here give particulars of abandonment or rescission of work, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false, The WBSIEDCL shall have the right to reject the Bid and if the bid has resulted in a contract, the contract is liable to be terminated.