



West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)  
GARIA DIVISION  
GARIA. 24 PARGANAS (S)

Regd. Office of WBSEDCL:  
VidyutBhavan, Block – DJ,  
Sector – II, Bidhannagar,  
Kolkata – 700 091.

Website: [www.wbstedcl.in](http://www.wbstedcl.in)

CIN: U40109WB2007SGC113473

PAN No: AAACW6953H

Garia Divisional Office, WBSEDCL:  
Hindustan More, NSC Bose Road, Garia  
Kolkata-700084  
Tel: 033 24356376 Fax: 033 24356376  
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## **NOTICE INVITING e-TENDER**

NIT No. : Garia /Divn/e-Tender/ 2099

Date: 25.06.2020

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

Name of Work	Tendered Amount (Rs)	Price of Tender Document (non-refundable) Rs.	Earnest Money Deposit (EMD) Rs.	Period of Completion	Name & address of the Concerned Office
Underground 33 kV XLPE 400 Sq mm cable laying for drawl of new 33 kV O.H. line for Bantala-Gangajoara 2 <sup>nd</sup> Circuit of Gangajoara 33/11 kV Sub-Station under Garia Division	Rs. 1643384.00 (Sixteen lakh forty three thousand three hundred eighty four only)	Rs.1650.00 (One thousand six hundred fifty only)+GST @18 %	Rs. 32900.00 (thirty two thousand nine hundred only)	30 (thirty) days	Garia Divisional Office, WBSEDCL, Administrative Building (1st Floor), Hindusthan Moore, N.S.C. Bose Road. Kolkata – 700084

1. Intending bidder should 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) & Earnest Money Deposit (EMD) should be remitted separately through Demand Draft issued from any nationalized bank in favour of the “West Bengal State Electricity Distribution Company Limited”, payable at Kolkata and the same should be documented and scan copy of the aforesaid documents are to be uploaded through said website as per schedule stated in Sl. No. 8 (Details of which has been narrated in the Instruction to the Bidders). The original Demand Draft / Pay order against Earnest Money Deposit (EMD) should be submitted physically by the Bidder to the Divisional Manager, Garia Division, Administrative Building (1<sup>st</sup> Floor), Hindusthan More, N.S.C. Bose Road , Kolkata – 700 084 WBSEDCL under sealed cover accompanying NIT number should be mentioned on the envelope.

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

### **3. Eligibility criteria for participation in tender:**

i) All categories of intending Bidders who have satisfactorily completed at least one similar nature of work under the authority of State/Central Government, State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government of executed value not less than 50% of estimated cost in a single contract during last 3 (three) years. Erection Order/ L.O.A of similar nature of work i.f.o. the Contractor/Agency, accordingly Completion and Payment Certificate, and detail communicational address along with contact number of the Client should be submitted by the Bidder. Completion Certificate from the concerned Executive Engineer/District Engineer/Divisional Engineer or equivalent rank and above will be treated as valid credential.

ii) All categories of prospective Bidders shall have to furnish the following documents:

- a) GST registration details.
- b) PAN Card.
- c) EPF registration
- d) E.S.I. Registration no (for execution of works in ESI coverage area)
- e) Electrical Contractor's License & Supervisor's Certificate with validity
- f) Copy of I.T Return for last three financial years

4. The **FINANCIAL OFFER** of the prospective bidder will be considered only if the **TECHNICAL BID** of the Bidder is found qualified by the WBSEDCL. The decision of the WBSEDCL will be final and absolute in this respect. The list of Qualified Bidders of Technical Bid will be displayed in the website.

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

6. **Bid Validation:** Bid shall remain valid for a period not less than 270 (Two hundred seventy) days after date of Bid opening of tender. If the Bidder modifies/withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of earnest money deposit (EMD).

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

#### 8. Date and Time Schedule:

Sl.No.	Particulars	Date & Time
1	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	26.06.2020 at 15.00 hrs
2	Documents sell / download start date (online).	26.06.2020 at 15.00 hrs
3	Bid Submission upload start date (online)	29.06.2020 at 15.00 hrs
4	Documents sell / download end date (online).	13.07.2020 at 15:00 hrs
5	Bid Submission upload end date (online)	13.07.2020 at 15.00 hrs
6	Last Date of submission of original copies for the cost of Tender Documents and Earnest Money Deposit (Off line)	15.07.2020 at 15.00 hrs (except Sunday & National Holiday)
7	Date for opening of Technical bid (online) for the Bidders	16.07.2020 at 12:00 hrs
8	Date, for opening of Financial Bid (online).	To be intimated later.

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

10. **Tools & Tackles:** You shall be equipped with reliable sets of tools and tackles in sufficient quantities so as to complete the work entrusted with you as expeditiously as possible.

**11. Penalty for delay in Completion:**

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

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

**12.** The Bidder at the Bidders own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender. The costs of visiting the site shall be at the Bidders own expense.

**13.** The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the WBSEDCL. The WBSEDCL reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at any stage of Bidding.

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

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

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

**17.** 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.

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

**19.** 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.

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

**21.** Work Order & Payment of work will be depended on availability of fund. **The Divisional Manager, Garia Division WBSEDCL shall act as Controlling Officer. BILL CHECKING/PASSING AUTHORITY AND PAYING AUTHORITY: The Assistant Manager (F&A), Garia Division, WBSEDCL shall be the paying authority.**

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

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

Sd/-

Divisional Manager  
Garia Division, WBSEDCL

## **INSTRUCTION TO BIDDERS**

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

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

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

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

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

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

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

6.1.1 Statutory Cover file Containing:

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

6.1.2 Non Statutory / Technical Document Cover file Containing:

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

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

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

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

6.1.3. *Opening* of Technical proposal: Technical proposals will be opened by the Divisional Manager, Garia Division, Administrative Building, 1<sup>st</sup> floor, Hindusthan More, N.S.C. Bose Road , Kolkata – 700 084 WBSEDCL and his authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).

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

- c) Pursuant to scrutiny & decision of the Department, the list of eligible bidders will be uploaded in the web portal.

Sl. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	a) PAN Card. b) Copy of I.T. return for last 3 (three) financial years. c) GST registration No., GSTIN, HSN Code & SAC Code d) Professional Tax Paid Certificate e) EPF registration certificate and challans for last month. f) E.S.I Registration (if applicable). g) Self attested copy of Electrical Contractor's License with validity. h) Self attested copy of Electrical Supervisor's Certificate with validity.
02.	Company Detail(s)	Company Detail	
03.	Credentials	Credential	a) Performance as prime contractor for execution of one similar nature of work of value 50 % of estimated cost during last 3(three) years. b) Documents of Credential (in the form of work completion certificates and payment certificates).
04.	Financial Information	Financial Information	g) Copy of IT returns for last 3 financial years. h) Annual Audited Financial Report for last 3 years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whose Audits of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA and Form 3CB) for last 5 years. [Non-statutory documents] i) In case documents certifying credit facility from a scheduled bank is submitted, the requirement shall be judged by adding available credit facility and working capital taken together.
05.	Earnest Money	Earnest Money	Scanned copy of Bank Draft / Pay Order.
06.	Tender Cost	Tender Cost	Scanned copy of Bank Draft / Pay Order.

- 6.2 **Financial proposal:** The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to **quote the rate (on Item Rate)** online through Computer in the space marked in the BOQ. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

#### 7. PRE BID MEETING:

- a) A pre bid meeting may be arranged by WBSEDCL in which all the bidders will be requested to attend.  
b) If there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder may submit their queries to the tendering authority before specified date. Any change in date shall be intimated to the bidders through e-mail or fax, telephone.  
c) Non attendance at the pre-bid discussion will not be a cause for disqualification of bidders.  
d) The clarification given in the pre bid discussion shall be final and binding on the bidder, being a part of the original Bid Document.

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

**9. BID WITHDRAWAL/MODIFICATION:** The bidder may modify or withdraw his bid after submission but within the deadline of bid submission, provided written notice of the modification/withdrawal is received by WBSEDCL prior to the deadline for bid submission. No bid shall be modified/ withdrawn after the deadline of bid submission. Modification /withdrawal of bid by any bidder after the deadline of bid submission shall result into forfeiture of EMD.

**10. BID OPENING:**

a) Bid Guarantee/EMD shall be opened by WBSEDCL offline on the stipulated date of its submission and will be scrutinized.

b) Techno-commercial bids shall be opened only for those bidders whose EMD has been found in order. c) WBSEDCL will scrutinize and evaluate techno-commercial bid. After that, the list of techno-commercially qualified bidders and date & time of price bid opening will be notified in the web portal.

d) WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.

e) WBSEDCL reserves to instruct the bidders to submit hard copy of any relevant document (and to produce the original documents for verification) during scrutiny & evaluation of bids. Bidders' failure to comply to such instruction may lead to rejection of bid.

**11. 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

**12. BID PRICES:**

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

**13. PROCESS TO BE CONFIDENTIAL:**

13.1 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.

13.2 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.

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

**15. EVALUATION AND COMPARISON OF BIDS:**

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

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

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

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

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

15.2.4 Evaluated bid price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract if satisfied all requirements.

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

**16. TAXES, DUTIES AND OTHER LEVIES:**

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

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

**17. 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.

**18. 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.

**19. 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:

19.1 **“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

19.2 **“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.

19.3 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.

20.4 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.

**20. 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.

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

**22. 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.

**23. REJECTION OF BID:** The Employer (Tender Accepting Authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the Award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer’s (Tender Accepting Authority) action.

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

**25. 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.

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

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

1. We are submitting Tender for the Work \_\_\_\_\_ against  
Tender Notice No \_\_\_\_\_ Dated \_\_\_\_\_
2. None of the Partners of our firm is relative of employee of W.B.S.E.D.C.L.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

**Signature of the Tenderer**

Dated \_\_\_\_\_



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

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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 \_\_\_\_\_

Dated: \_\_\_\_\_

**DECLARATION BY THE TENDERER**

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

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

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

\_\_\_\_\_  
**Signature of Tenderer**

\_\_\_\_\_  
**Postal address of the Tenderer**

# TERMS & GENERAL CONDITIONS OF CONTRACT

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## 1.0 SCOPE OF WORK:

The scopes deal with the survey of cable route along with Laying of 33 KV 3 core 400 SQMM XLPE UG cable for drawl of new 3 KV line for Bantala-Gangajoara 2<sup>nd</sup> Circuit of Gangajoara 33/11 KV Sub-Station under Garia Division, W.B.S.E.D.C.L.. After commissioning and jointing of each portion proper back filling and levelling and clearing the site is also included in the scope of the work. This includes all such works which are not specifically mentioned in the schedule but are required for completion of work in all respect and will enable proper functioning of the requisite system.

## 2.0 SCOPE OF WORK FOR MICRO- TUNNELLING WITH HDPE PIPE FOR UG CABLE LAYING :

- 2.1 The micro-tunnelling work with HDPE Pipe of requisite size by Horizontal Direct drilling (H.D.D.) method may be done for laying of different sizes of UG cables along the route for main crossing point. Cost of all materials, labour, hiring charges of tools, plants, machineries etc. transportations, incidentals are to be borne by the contractor.
- 2.2 Ground penetrating Radar survey along the proposed micro-tunnelling route for identification of UG services is to be adopted during micro-tunnelling work.
- 2.3 Requisite safe drilling inspection pits and test pits, where ever necessary, are to be executed during micro-tunnelling work.
- 2.4 Guided boring/ drilling technology is to be used.
- 2.5 In horizontal and vertical boring system should be capable up to below ground level.
- 2.6 Depth of boring should be as to clear any UG utilities / obstructions. Minimum depth of boring for road crossing should be 1.65m from the crust level of road.
- 2.7 Road or any other detection system should be used for avoiding damage to existing UG utilities like electric cables, water pipelines, sewerage line, Telecom copper cables, Optical fibres, Gas pipe lines etc.
- 2.8 The record of depth of laying HDPE pipe through micro-tunnelling below road/other utilities should be maintained at an interval of 5m.
- 2.9 Necessary data from the appropriate different authorities for crossing point are to be obtained for micro-tunnelling work with the assistance of WBSEDCL.
- 2.10 Proposed micro-tunnelling diagram with land mark along with depth profile are to be submitted for obtaining approval from the respective utilities before execution. After execution of micro-tunnelling work route profile are to be submitted for record.

## 3.0 STANDARD SPECIFICATION:

(a)The work shall be done in compliance with relevant IS, I.E. Rules, Electricity Act 2003 and other relevant statutory Acts & Rules and their latest modifications. In the event of any dispute between the standard specifications, instruction shall be obtained by the Contractor from the Site-Engineer. (b) The contractor shall have to pay a minimum wages to his workers and comply contract labour (R&A) Act 1970and associated rules with latest amendments. (c) WBSEDCL shall not be responsible for any idle time suffered by the contractor in circumstances beyond control of WBSEDCL.

## 4.0 DISPLAY OF DANGER SIGN:

The Contractor shall display Danger Signal viz. Danger Board, Red Flag, Red Light or similar other signalling devices while the workmen are on duty. The arrangement shall be adequate and to the satisfaction of the Site Engineer.

## 5.0 QUANTITY OF WORK:

The length of cable, number of joints, micro-tunnelling and associated quantities etc. mentioned in the schedule are only provisional and are subject to change depending on the site condition. In such an event there would be no revision in unit rate.

## 6.0 SURVEY AND ROUTE SELECTION:

During execution of the work every care should be taken not to damage the existing other utility viz. water pipe line, telephone cables etc. The contractor shall enquire about existence of any live UG cable adjacent to the route. In such cases requisition for shutdown in writing will be necessary and the same will be arranged by the site Engineer. Temporary supports, if necessary, for such cases shall have to be made as per approval of the site Engineer and up to his satisfaction. Any damage caused to any property must be intimated immediately to the site Engineer verbally followed by writing. If it is found subsequently by the site Engineer that the damage has been caused due to negligence or bad workmanship on the part of the contractor shall have to restore the damaged part at his own arrangement and cost up to the satisfaction of the site Engineer.

## 7.0 CABLE JOINT LOCATION:

The contractor shall finalize the locations of straight through joint (if applicable) in consultation with the Site Engineer. Such joints shall be suitably placed avoiding roads/gas/water mains, proximity to telephone lines etc. An over lapping of about 1000 mm. subject to approval of Site Engineer shall be provided between successive length of cables to facilitate joints and

the extra length of cable shall be kept in either in circular or in omega formation as spare length for future maintenance work. Normally extra length of cable will be 3.0 M to 5.0 M. depending upon the site condition and as desired by the Site Engineer.

#### **8.0 CABLE JOINTING:**

Tent shall be used under all circumstances where jointing work is to be carried out in open air. Straight through /terminal cable jointing work shall be taken up by WBSDECLs own personnel or manufacturers of such kits. But the contractor shall have to make all arrangements for taking up the jointing work including excavation of pits, cleaning the same, necessary scaffolding work for formation of platform to carry out terminal joints etc. Suitable sump pit has to be provided where there is excessive seepage. The accumulated water has to be bailed out either manually or by pump as required during the work. If there is any danger of trench collapse, the sides shall be well shored up temporarily and shuttering will remain so long as the jointing work proceeds. Four (04) labours are to be provided by the contractor at the time of cable jointing work until completion and necessary lighting arrangement has to be made by the contractor for cable jointing work.

#### **9.0 REINSTATEMENT:**

After the cables have been laid down and before trench is filled in, all joints and cable positions shall be carefully recorded by the contractor. Protective cover shall next be provided. The excavated soil should be replaced after removing stones, bricks, or such other materials, and well rammed in successive layers of not more than 300 mm in depth as applicable.. If necessary the trench shall be dewatered to improve consolidation. After trenches are completely filled-in- with earth, layer after layer, the Contractor shall make a crown of earth not less than 50 mm in the center as applicable and tapering towards the side of the trenches. In no case the crown of earth shall exceed 200 mm. temporary reinstatement of road/pathways, if required shall be made by further filling. Such temporary reinstatement should then be left for a time so that the soil thoroughly settles down.

#### **10.0 PERMANENT RE-INSTATEMENT :**

After the subsidence has ceased, the trench shall be permanently reinstated and the surface is to be restored to its original condition at the cost of the contractor.

#### **11.0 CABLE AND JOINT MARKERS:**

The cable and cable joint markers shall be provided by the Contractor as permanent means of indicating the positions of cable and joints. Such markers shall be made of cast-iron with inscriptions of type, voltage, size etc

#### **12.0 TESTING OF CABLE:**

The contractor shall arrange for testing of cable at his cost with his own tools, tackles and testing equipments. The contractor shall have to perform the insulation test during laying and on completion, but before commissioning of completed cable installation. All test results shall be recorded by the contractor in tabular form of books and five copies of such books shall have to be handed over to the Site Engineer before commissioning.

#### **13.0 TESTING OF CABLE DURING LAYING AND JOINTING OPERATIONS :**

All new cables shall be insulated and tested immediately after laying and before jointing. Standard Insulation Testing instruments with voltage not less than 5000 volts shall be used. The cable cores are to be tested for:

- i) Continuity
- ii) Absence of crossing phases.
- iii) Insulation Resistance to Earth & Insulation Resistance between cores. The same tests are to be performed after laying each subsequent length. The test data after performing each test shall be recorded and inform to Site Engineer. The contractor shall give prior intimation to the Site Engineer about the testing progress.

#### **14.0 CABLE RECORDS:**

Record of all buried cable shall be maintained by the contractor. Maintenance of such records at the time of completion of the job before commissioning are part & parcel of the work of cable installation. The contractor shall arrange to compile such detailed records carefully and accurately. During execution of work the Site Engineer may at any time ask the contractor to produce such record and suggestion from the Site Engineer for proper maintenance of site record books must be complied with. In case of any error observed in the record after installation work, a part or in whole, the contractor shall be bound to re-excavate the cable route for verification at the cost of the contractor. It is, therefore, advisable that from time to time and before reinstatement, the contractor shall produce the records to the Site Engineer concerned for verification. All records shall be printed or be typed.

#### **15.0 DATA TO BE INCORPORATED IN CABLE RECORDS :**

The essential data which shall be included in the cable records mentioned above are:

- a) Size and Type of Cable.
- b) Location of cable in relation to property, sewerage line, Road, Telephone etc. with depth.

- c) Cross section showing where the cables are laid in pipes, giving their sizes, type, depths, together with and indication of any spare ways available.
- d) Position and type of all joints.
- e) Location of other cables which run alongside or across the cable routes ducts etc.
- f) Position and depths of all pipes/ducts etc. of other utility services are not obstruction of the cable route.
- g) Accurate length from joints to joint and manufacturer cable drum no and length
- h) Exact location of start and finish of every connecting cable section and its correct length.

#### **16.0 NETWORK DIAGRAM:**

The contractor shall also prepare network diagram (preferably GIS mapping) using colour codes. The details required including scale to be used will be available from the Site Engineer.

#### **17.0 TOOLS & TACKLES :**

All tools, tackles & testing equipments including tents and tarpaulins necessary for laying, jointing & testing etc for 33 KV Grade U.G. Cable shall be supplied by the contractor and will remain his property. The contractor shall be equipped with reliable sets of tools and tackles etc. in sufficient quantities so as to complete the work within the stipulated time.

#### **18.0 HANDING OVER OF MATERIALS TO CONTRACTOR :**

The materials as required will be handed over to the authorized representative of the contractor on receipt of the requisition and signed by the contractor and duly authorized by Site Engineer. The contractor may have to furnish consumption statement of materials to them. The contractor shall have to arrange for transportation of materials at his own cost from Stores of WBSEDCL. The cable drum will not be allowed to be transported by rolling on its wooden flanges. Value of the materials to be supplied by WBSEDCL will be intimated in the order.

#### **19.0 MATERIAL CONSUMPTION STATEMENT :**

After completion of the work, the contractor shall submit a detailed statement of Cable supplied by WBSEDCL and their utilization in the work. The necessary Proforma will be available from the Site Engineer.

#### **20.0 RETURN OF EXCESS SCRAP MATERIALS :**

Cable found excess after the completion of the work shall have to be returned by the contractor at his own cost and arrangement in good order and condition within 2 (two) weeks from the date of completion to WBSEDCL Store. The list shall contain excess length of cable (sealed and wound properly in cable drum), cut pieces etc.

#### **21.0 SUPPLY OF MATERIALS :**

(a) 33 KV (E) 3 core 400 sq.mm. XLPE Cable will be supplied by WBSEDCL. (b) All other materials / consumables required for cable laying /making of joints, HDPE pipe 160 sqmm, G.I.Pipes, and GI clamps, bricks, sand, cement, iron materials, cable markers, cable tags etc. shall be supplied by the contractor has mentioned in schedule.

#### **22.0 ALLOWANCE OF WASTAGE MATERIALS:**

The following wastage of cable due to jointing / termination shall be allowed. (i) Straight through joints maximum 2(two) meters/joint. (ii) End termination joints Maximum 1(one) meter /Joints.

#### **23.0 COMPLETION TIME :**

The entire work as mentioned in the schedule of works has to be completed within 30 days from the date of handing over the Site to the Contractor. The work shall be treated as completed only when the completed work is ready for taking over by the Company after successful performance of testing and commissioning.

#### **24.0 COMPLETION REPORT :**

On completion of the entire installation work, the contractor shall submit the completion report along with cable records, lay-out drawings and test results. Other detailed records as per direction of the Site Engineer to be enclosed along with in the form of a comprehensive record book.

#### **25.0 COMMISSIONING AND TAKING OVER:**

The complete installation of 33 KV XLPE cable will be commissioned after thorough scrutiny of the results of test submitted and the results being checked examined and approved by WBSEDCL. If any defect/ fault found during final inspection, and examination of test result, & testing before commissioning, the facts will be intimated to the contractor. They will immediately arrange for repair / replacement / rectification wherever necessary at contractors own cost. The work will be taken over by the authorized Engineer of WBSEDCL, if found satisfactory on further inspection, checking and testing within a fortnight on receipt of completion of the repairing work.

**26.0 LOSS AND DAMAGE OF MATERIALS:**

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

**27.0 STORAGE CUM ERECTION INSURANCE :**

Loss mentioned of this specification shall also include theft. In case of any theft, the contractor shall lodge FIR with the Police Station within 24 hours of occurrence of the incidence with intimation to the Site Engineer with copy of the FIR. The contractor shall obtain Insurance Policy for all such materials which shall be issued by the Company for the erection of cable and other installation works from the time of taking over the materials from the Company up to the time of taking over of the completed installation work by the Company. The contractor will obtain Insurance in the name of WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED with a General Insurance Company. In the event of any loss/damage or both, the contractor shall lodge claim with the Insurance Company and take necessary measures to realize claim from them on behalf of WBSEDCL. The payment received from the Insurance Company against such loss/theft shall be deposited to WBSEDCL. However, for timely completion of work, the materials may be issued to the contractor by the Company against a receipt of fresh requisition from the contractor on that effect. In spite of the Insurance being made by the contractor, some special security arrangement will have to be ensured by the contractor to prevent theft of Company property during storage/erection/installation and the cost of such arrangement shall be borne by the contractor. It may be noted neither any materials can be issued by the Company nor the contractor will be allowed to take up the work unless the Insurance coverage obtained. The contractor at his own cost makes adequate arrangement to safeguard the materials. Such arrangement be maintained round the clock along with the entire stretch to eliminate any attempt of damage/pilferage of materials already utilized by them. The damages required to be covered under the Insurance shall include, Fire and allied risk, misc. accidents, (erection risk, workman compensation risk, loss or damage in transit, theft, pilferage etc.) as per project requirement. All cost on account of insurance liabilities covered under the contract will be to contractor's account. It is the responsibility of the contractor to keep the policy alive throughout the desired period and adequate premium should be paid by them time to time. The policy should cover the material and labour cost of the entire contract. The insurance policy has to be handed over to the Ordering Authority before first lot of material is issued to the contractor.

**28.0 RISK PURCHASE:**

Should a contractor fail on receipt of the order/contract/letter of intent of the cable installation work to take up the work within the period mentioned in order/contract/letter of intent or leave the work on partial completion of the same, the Company shall be entitled to get the works done by the best and nearest available substitute from elsewhere at the risk and cost to the contractor. On cancellation of the contract, the contractor shall be liable for any loss or damage which the Company may suffer by reason of such failure on the part of the contractor.

**29.0. ACCIDENT RISK:**

The contractor shall be wholly responsible for any accident sustained by any worker during execution of the job under him or any civilian whether connected or not with the execution of the work. WBSEDCL in no way will be held responsible in connection with any accident if occurs during execution of the work and till such time the completed installation is taken over by the Company.

**30.0 REMOVAL OF UNDESIRED ELEMENTS FROM THE SITE:** The employees of the contractor must maintain good relation with local people and shall avoid any type of alternation and indecent behaviour. If any member of the contractor is reported/found to have engaged himself in any sort of unsocial activities which may cause damage to the sentiment of local people as well as prestige of WBSEDCL such person(s) should be removed from the site of work within 24 hours from the date of issue of notice in this respect to contractor by the site Engineer.

**31.0 Performance Bond/Security Deposit:** As a contract security the contractor shall have to furnish Performance Bond in the form of Bank Draft/ Bank Guarantee amounting to 10% (ten percent) of the contract price (to be mentioned in the LOI/Order) to guarantee the faithful performance and security of the contract in accordance with all the conditions and terms stipulated herein. Performance Bond will also have the guarantee for successful and satisfactory performance of the materials supplied/works done under the contract till the expiry of the guarantee period. The Performance guarantee is to be submitted to the Controlling Officer of the work immediately on receipt of the Order.

**32.0 Refund of Performance Bond / Security Deposit:** Refund of Security deposit shall be subject to Company's right to deduct/appropriate its dues against the contractor under this contract or any other contract. The Security Deposit for all type of bids shall be released only after satisfactory expiry of the guarantee period.

**33.0 Refund of Earnest Money:** Earnest money shall be retained initially for all bidders. Refund of earnest money of the unsuccessful bidders shall be made immediately after finalization/placement of order. Earnest money for the successful bidder shall be released after submission & acceptance thereof of performance bond. Bidders shall collect D.C.R from the respective cash section for deposition of earnest money. The earnest money for the unsuccessful bidders shall be released on submission of original receipt duly pre-receipted along with an application.

**34.0 Forfeiture of Earnest Money/Bid Guarantee:** Earnest money/bid guarantee shall be forfeited incase of following:

34.1 If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.

34.2 If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.

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

34.3.1 To accept LOI/Order conditionally and sign contract.

34.3.2 To furnish contract performance bond as per enclosed profoma.

**35.0 Defect Liability Period:**

**35.1** The term 'defect liability period' shall mean the period of six (6) months from the Date of completion of the work. If any defect is found within the defect liability period the contractor shall be liable to rectify/replace the materials at their own cost and responsibility.

35.2 In case of all Civil works any defect in the work detected by the site in-charge within the period of six months from the date of issue of Defect Liability Certificate, the defect liability period shall continue beyond six month or till the expiry of one full monsoon period i.e. June to September.

35.3 Defects/rectification work 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 Bond, already submitted by the contractor as per clause no 5 above.

35.4 After completion of defect liability period, and on completion of satisfactory rectification of defects, if any, reported within the defect liability period, and on receipt of the application from the contractor the Controlling Officer of the work shall recommend for refund of the Performance Bond.

**36.0 LABOUR LICENCE, EPF & MP ACT etc:**

(a) Payment of compensation under Workmen's Compensation Act 1923 and rules made there under by a contractor, being the immediate employer who deploys worker for performance of job under contractual obligation with WBSEDCL is statutory obligation. Therefore, to ensure that all the arrangements for the compliance of provisions for payment of compensation under Workmen's Compensation Act 1923 and its rules for employment is made by contractor being immediate employers.

(b) The contractor shall have to follow all Central Govt., West Bengal Govt. and Statutory Acts, Rules & Regulations.

(c) The contractor shall be responsible for compliance of all statutory obligations under the Contract Labour(R&A) Act, 1970, Minimum Wage Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965 and also be responsible for payment of contributions (both employers & employees) under the Employees State Insurance Act, 1948 (wherein Applicable) and Employees Provident Fund & Miscellaneous Provisions Act, 1952 in respect of your employees.

(d) The contractor will be solely responsible for any accident that may occur during the progress of the work and also for injury to person during execution of the work. In the event of any such accident, the contractor will be responsible and must pay proper compensation for the same as per Workmen's Compensation Act, 1923 (Wherein the Employees State Insurance Act 1948 is not applicable).

(e) Labour Welfare Cess @ 1% of the ordered amount of labour cost will be realized from the Running Account as well as Final Bill of the contractor as per Building & Other Construction Workers# Welfare Cess Act,1996 (Act 28 of 1996).

(f) No labour of minor aged shall be employed in the work. Statutory minimum wages to all the categories of labour is to be paid as per Notification issued by the Appropriate Government from time to time.

**37.0 TERMS OF PAYMENT:**

a) Payment shall be made against Running Account Bills to be submitted to the Engineer-in-charge. Maximum three nos R/A bills will be allowable and each R/A bill should not be less than 20% of the ordered value and be supported by Measurement Book duly certified by the concerned Site Engineer and Supervising Officer. A statement showing consumption of materials should also be submitted along with final Bill.

b) R.A. bills shall be paid within 30 (thirty) days from the date of submission of the bill.

c) Final bill shall be paid within 30 (thirty) days from the date of submission of the bills in quadruplicate along with completion certificate, measurement book, store transaction papers, duly certified by the Site Engineer and also the Guarantee certificate in respect to the completed work for a period of 12 (Twelve) months from the date of commissioning or 18(Eighteen) months from the date of officially taking of the installation by WBSEDCL whichever is earlier.

**38.0 PAYING AUTHORITY:**

Asst. Manager (F&A), Garia Division shall be the Paying Authority.

**39.0 CONTROLLING OFFICER :**

The Divisional Manager, Garia Division, WBSEDCL will be the Controlling Officer of the work.

**40.0 VARIATION OF WORK:**

The quantity of the work on actual execution may vary (+ / -) 25% of the schedule work.

**41.0 GENERAL CONDITION OF CONTRACT**

Unless otherwise specified in the order or by subsequent correspondences the General conditions of contract of WBSEDCL for supply and erection of plant, machinery and manufactured equipments shall apply to the work covered by this specification. Electrical activities which are not covered in scope but are required to complete the job, shall be paid as per published WB schedule of rates and RE cost data of WBSEDCL respectively as effective on the date of bid opening. You are hereby requested to communicate your acceptance of the LOA within 10(ten) days from the date of issue of this letter. If acceptance of the letter of award is not received within the stipulated date, it will be deemed that you are not interested to execute the work and the LOA will stand cancelled automatically.

Divisional Manager  
Garia Division, WBSEDCL