



WBSEDCL

West Bengal State Electricity Distribution Company Ltd.

(A Govt. of W.B. Enterprise)

Regional Office, DakshinDinajpur

Beltala Park, Beside Beltala Park Post Office, Balurghat, DakshinDinajpur – 733103 (WB)

Ph: 03522-255035, e-mail: rm.dakshindinajpur@gmail.com

NOTICE INVITING e-TENDER

NIT No. : DDRO /E-TENDER/E/ 2023-24/02 Dated: 28.02.2024

The SE & Regional Manager, Dakshindinajpur Regional Office, WBSEDCL invites Online % (percentage) rate e-Tender in two part from the bonafide, experienced & resourceful contractors having working experience in of State /Central Government, State /Central Government undertaking Organizations, Govt. Enterprises/ Co-operative Society/ Electricity power Utility, Power Dept. in India, Statutory Bodies/Local Bodies constituted under the statute. etc. who is technically & commercially qualified and have successfully completed under mentioned work as per specified terms, conditions and specifications. [Submission of Bid through online]

Sl. No.	Name of the Work	Estimated Amount Labour Value Rs)	Earnest Money (Rs)	Cost of Tender Documents (Rs) (Non-refundable)	Period of Completion	Name & address of the Concerned Office
01.	Augmentation of PTR capacity from 3.15MVA to 10MVA iro PTR-1 installed at Rampur 33/11KV Substation Under Balughat Division Under Dakshindinajpur Region, WBSEDCL.	5,51,913.00/- (Five Lakhs Fifty-One Thousand Nine Hundred and Thirteen) only in the word(s) (Without GST).	11,039.00/- (Eleven Thousand and Thirty-Nine) only in the word(s).	Nil.	75 (Seventy-Five) day(s).	Dakshindinajpur Regional Office, Beltala Park, Beside Beltala Park Post Office, Balurghat, DakshinDinajpur – 733103 (WB).

Intending bidders desirous of participating in the tender are to log on to the website <https://wbtenders.gov.in> for the tender. The tender can be searched by typing WBSEDCL in the search engine provided in the website. Further details of the Tender Notice may be had from the following office: Office of the Regional Manager, Dakshindinajpur Region, Beltala Park, Beside Beltala Park Post Office, Balurghat, DakshinDinajpur – 733103 (WB)

- Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.
- Tender cost/Tender Fee is abolished as per O.O. No.- 1994 dated 19.05.2021 of the Director(HR), WBSEDCL. All participating bidders are therefore exempted from payment of Tender Fee.
- Earnest Money** : The amount of Earnest money of **Rs. 11,039.00/- (Eleven Thousand and Thirty-Nine) only in the word(s)** deposit for respective work shall be submitted through online mode through e-Tender portal (<https://wbtenders.gov.in>). All offline instruments like Bank draft, Pay Order etc. have been stopped for e-tender

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Registered Office: "Vidyut Bhavan", Block-DJ, Sector-II, Kolkata-91

Corporate Identity Number : U40109WB2007SGC113473

Website : www.wbsecl.in

WBSEDCL

procurement. In case of unsuccessful/rejected bids, the EMD shall be refunded directly from the e-Tendering portal. However, for successful bids, the EMD will be refunded by WBSEDCL as per norms. Further details in respect of online payment as well as refund of EMD are provided within the EMD clause. This is in accordance to the O.O. No.- 1994 Dated: 19.05.2021 and O.O. No.- 1997 Dated: 14.06.2021 of the Director (HR), WBSEDCL. The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment. Exemption from deposition of earnest money deposit (EMD) shall not be allowed under any circumstances.

4. Refund/ Settlement of EMD Amount:

- a. For unsuccessful bidders, EMD amount submitted against the tender will be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
 - b. For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
 - c. The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
 - d. For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/ 13, since payment gateway facility used by E-tender portal is maintained by ICICI.
5. Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently duly digitally signed by the Tenderer through the website <https://wbtenders.gov.in> as per schedule items of work.
6. Technical Document and Financial Bid should be submitted online on or before as per the 'Date & Time Schedule' stated in Sl. No.-12.
7. 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.

8. Eligibility criteria for participation in the tender:

8.1 Technical Requirement:

All categories of intending Bidders who have satisfactorily completed

- a) Three similar works costing not less than the amount equal to **40%** of the estimated cost in separate three contracts/Two similar works costing not less than the amount equal to **50%** of the estimated cost in separate two contracts /One similar work costing not less than the amount equal to **80%** of the estimated cost in single contract under the authority of State /Central Government, State /Central Government undertaking Organizations, Govt. Enterprises/ Co-operative Society/ Electricity power Utility, Power Dept. in India, Statutory Bodies/Local Bodies constituted under the statute after **28th February ' 2017**.

N.B.:- The bidder(s), must have successfully completed, the **similar work(s)**, for the Electrical Work(s), and the Civil Work(s), (**Composite work(s), or separate work(s)**, during the last **07 (Seven) year(s)**, (i.e., up to **28.02.2017**)), under the authority, of the State/Central Government, State/Central Government undertaking, Statutory Bodies as constituted under the statute of the Central/State Government. **Value, of the work(s), done, i.r.o., the Electrical Work(s), and the Civil Work(s), will be evaluated, separately, in case of, the composite work(s).**

- b) Completion Certificate indicating Estimated Amount, Value of work-done, and Date of completion of the work 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. [Non-statutory Documents]

8.2 Commercial Requirement

- a) Average annual turnover during last three years shall not be less than 30% of the estimated cost.
- b) Working capital in the year, proceeding the year of bid submission shall not be less than 30% of the estimated cost.

- c) In case documents certifying credit facility from a schedule Bank is submitted, the requirement given in (b) shall be judge by adding available credit facility and working capital taken together.
- d) Annual Audited Financial Report for last 3 (three) years to be submitted for verification in respect of bidders for whom audit of accounts is mandatory. 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) for last five years.

8.3 Other Statutory requirement:

- a) All categories of prospective Bidders shall have to submit valid copies of up-to-date Professional Tax enrollment certificate, P.F. Registration number with current return/ challan, GST registration Certificate/current return & challan, E.S.I. Registration no (for execution of works in ESI coverage area) with current return/ challan , PAN Card and Income Tax Return for last three Financial Years, Electrical Contractor's License and Electrical Supervisor's Certificate of Competency issued under Act., Trade License in respect of the prospective Bidder. Proprietorship Firm (Trade License). Partnership Firm (Partnership Deed, Trade License). Ltd Company (Incorporation certificate, Trade License). Co-operative Society (Society Registration copy, Trade License), [Non-statutory Documents] (to be documented through e-filing).
- b) Performance as contractor for execution of similar nature of work for last seven years and details of works in hand.
- c) Information regarding any past and current litigation with WBSEDCL/WBSETCL/Govt./PSU in which the bidder is involved, the party's concerned and disputed amount. [Non-statutory Documents]

8.4 Neither intending bidder nor any of the partners had been barred to participate in any Tender by any Government Department/Semi-Govt./Govt. Undertakings/ Enterprise etc during the last 5 (five) years prior to the date of this NIT. Such debaring will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders). [Non-statutory Documents]

8.5 The intending Bidders or any of their 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). [Non-statutory Documents]

9. The intending Bidders are required to quote the rate online.

10. Constructional Labor Welfare Cess @ 1% (one percent) of cost of construction will be deducted from every Bill of the selected agency, Royalty & all other statutory levy / Cess will have to be borne by the contractor & the rate quoted by the contractor item wise is inclusive of all such taxes and cess as stated above excluding Goods and Services Tax.

11 Bids shall remain valid for a period not less than 180 (One hundred Eighty) days after date of Bid opening of tender. Bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the tenderer withdraws the bid before the period of bid validity without giving any satisfactory explanation for such withdrawals, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

12 Date & Time schedule:

Sl. No.	Particulars	Date & Time
01.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date).	04.03.2024 at 10:00 hrs.
02.	Documents download/sell start date (Online).	04.03.2024 from 12:00 hrs.
03.	Bid submission start date (On line).	04.03.2024 from 14:00 hrs.
04.	Pre Bid meeting Date.	07.03.2024 at 15:00 hrs.
05.	Documents download End Date(Online).	12.03.2024 up to 17:00 hrs.
06.	Bid Submission closing date (Online).	12.03.2024 at 17:00 hrs.

07.	Last Date of submission of Earnest Money Deposit (Online).	12.03.2024 up to 17.00 hrs.
08.	Technical Bid opening date (Online).	15.03.2024 after 10:00 hrs.
09.	Date of uploading list for Technically Qualified Bidder(Online).	To be intimated later.
10.	Financial Bid opening Date (Online).	To be intimated later.

13. No mobilization / secured advance will be allowed.

14. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtained all information that may be necessary for preparing Bid and entering into an agreement for the work / works as mentioned in the NIT, before submitting offer with full satisfaction. The costs for visiting the working site shall be at the bidder own expense.

15. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of the Bid, no cost of Bidding shall be reimbursable by the Tender Inviting Authority. The Tender Inviting Authority reserves the right to accept or reject any / all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the Bidder at the stage of Bidding.

16. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instruction to bidders' stated in Section – 'A' before tendering the bids.

17. Work Order & Payment of work will be depended on availability of fund. Intending bidders may consider this criteria while submission of tender and quoting their rate through online.

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

19. The intending bidder(s) required to quote the rate item wise to tender online considering that no escalation and / or price adjustment will be allowed by the department under any circumstances.

20. At any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process, found incorrect / manufactured / fabricated, that bid will be considered a nonresponsive and outright rejected with forfeiture of Earnest Money and action will be taken as per stipulation of IT Rules in force.

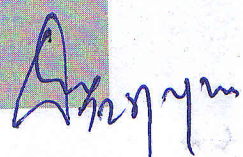
21. All bids in the range of -20% to -80% of the estimated rate shall furnish an additional performance security in the format given in the annexure which shall be equal to 10% of the tendered amount before the issuance of the work order in the form of a Bank Guarantee from any scheduled bank.

22. Before issuance of Letter of Acceptance / Work order, the tender accepting authority may verify the credential & other documents of the lowest bidder so uploaded online if found necessary. If it is found such document incorrect / manufactured / fabricated, Letter of Acceptance / Work order will not be issued in favor of the bidder under any circumstances and action will be taken accordingly.

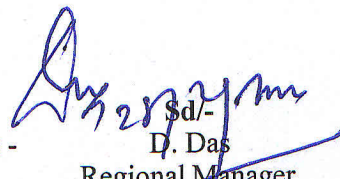
23. The Tender Inviting Authority (WBSEDCL) does not bind itself to accept the lowest bidder and reserves the right to accept or reject, split any / all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the Bidder at any stage of the Bidding. Tender inviting Authority (WBSEDCL) also reserves right to accept/cancel/withdraw the concerned NIT in full or part due to unavoidable circumstances and no claim in this respect shall be entertained.

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

25. Any further information may be had from the website: www.wbsedcl.in and the Dakshindinajpur Region office.



Tender Inviting Authority (for WBSEDCL):-


Name: - D. Das
Designation: Regional Manager
Office:- Dakshindinajpur Regional Office

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SECTION – A INSTRUCTION TO BIDDERS

A. General guidance for e-Tendering

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

1. Registration of Contractor:

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://wbtenders.gov.in> (the web portal). The contractor is to click on the link for e-Tendering site as given on the web portal.

2. Digital Signature certificate (DSC):

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

3. Downloading of Tender documents:

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

4. Submission of Tenders:

Tenders are to be submitted through online 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).

4.1. Technical proposal:

The Technical proposal should contain scanned copies of the following documents.

4.1.1 Statutory Cover:

Containing two 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

4.1.2 Non Statutory / Technical Document Cover file Containing:

- a) *Valid Electrical Contractor's License .*
- b) *Valid Electrical Supervisory License.(6A, 6B, 7A & 7B).*
- c) *Valid Electrical trade license .*
- d) *I.T Return for last three Financial Years years & PAN Card .*
- e) *Annual Audited Financial Report for last 3 (three) years.*
- f) *GST registration Certificate/current return & challan.*
- g) *Professional Tax Enrollment Certificate.*
- h) *EPF registration certificate with current Challan.*
- i) *E.S.I Registration certificate along with current return & Challan.*
- j) *Performance as prime contractor for execution of similar nature of work for last seven years and details of works in hand.*
- k) *Information regarding any past and current litigation with WBSEDCL/WBSETCL/Govt/PSU in which the bidder is involved the party's concerned and disputed amount.*
- l) *Requisite Credential Certificate for successfully completion of similar nature of work having value not less than Three similar works costing not less than the amount equal to 40% of the estimated cost in separate three contracts/Two similar works costing not less than the amount equal to 50% of the estimated cost in separate two contracts /One similar work*

costing not less than the amount equal to 80% of the estimated cost in single contract under the authority of Govt./ Semi Govt./ Govt. undertaking Organizations/ Govt. Enterprises/ Co-operative Society/ Electricity power Utility Statutory Bodies/Local Bodies constituted under the statute after 28th February'2017.

4.2. Financial Proposal (in one cover/folder):

It contains Bill of Quantities (BOQ). The rate to be quoted in the BOQ on “**percentage basis**” in the space marked for quoting rate (either excess, less or at par i.e, 0.00%). Quoted rate will be encrypted in the B.O.Q. under Financial Bid.

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.

Sl. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	a) PAN Card. b) GST registration Certificate/current return & challan. c) I.T Return for last three Financial Years. d) Professional Tax Enrollment Certificate. e) EPF registration certificate with current challan. f) E.S.I Registration certificate along with current return & Challan.
02.	Company Detail(s)	Company Detail	a) Trade License in respect of the prospective Bidder, Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License) Ltd Company (Incorporation certificate, Trade License). b) Valid Electrical Contractor License. c) Valid Electrical supervisory license for UG cable laying work upto 33KV (6A, 6B, 7A & 7B). d) Current Audit Report (as applicable).
03.	Credentials	Credential	A bidder shall be considered technically eligible, with experience of having successfully completed similar works subject to fulfillment of the following criteria. Bonafide, experienced & resourceful contractors of State /Central Government, State /Central Government undertaking Organizations, Govt. Enterprises/ Co-operative Society/ Electricity power Utility, Power Dept. in India, Statutory Bodies/Local Bodies constituted, etc. who is technically qualified & have successfully completed not less than Three similar works costing not less than the amount equal to 40% of the estimated cost in separate three contracts/Two similar works costing not less than the amount equal to 50% of the estimated cost in separate two contracts /One similar work costing not less than the amount equal to 80% of the estimated cost in single contract after 28th February'2017 .
04.	Financial Information	Financial Information	a) Copy of IT returns for last 3 assessment years. b) Annual Audited Financial Report for last 3 (three) years.

The bidder shall have to go through all the “Annexures” enclosed in this bid document and submit the filled in proforma of the appropriate/relevant annexures with the bid document putting the signature with seal of the Company before uploading the tender.

4.3.1 Opening of Technical proposal:

Technical proposals will be opened by the Regional Manager, WBSEDCL, Plot No-I, Action area-II, Rajarhat Kolkata-700161 and his authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).

- a) Intending tenderers may remain present if they so desire.
- b) 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.
- c) Summary list of technically qualified tenderers will be uploaded online.
- d) Pursuant to scrutiny & decision of the Department, the list of eligible tenderers will be uploaded in the web portal.
- e) 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

4.3.2 Financial proposal:

- i. The financial proposal should be one cover (folder) containing bill of quantities (BOQ) the contractor is to quote the rate (Percentage Excess/ Less/ At par (0.00%)) 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.

4.4 VALIDITY OF BIDS:

Price bid of the tender shall be opened after opening of “Techno- Commercial Bid & EMD”. Bids shall remain valid for a period of 180 days from the next day of opening of the tender.

4.5 Earnest Money Deposit (EMD):

The bidder shall deposit the requisite earnest money online. The bid guarantee/EMD shall be forfeited:

- 4.5.1. If during the period of validity specified by the bidder, the bidder withdraws/modifies its bid as a whole or part.
- 4.5.2. If bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
- 4.5.3. In case of successful bidder, if bidder fails.
 - 4.5.3.1. To accept LOI/Order unconditionally and sign contract.
 - 4.5.3.2. To furnish the contract performance bond.

5. 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.

6.0 Cost of Bidding:-

The Bidder, at his 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 bid and entering into an agreement for the work / works as mentioned in the NIT, before submitting offer with full satisfaction. The costs for visiting the working site shall be at the bidder's own expense. The intending bidders shall clearly understand that whatever may be the outcome of the present invitation of the bid, no cost of bidding shall be reimbursable by the Tender Inviting Authority.

7.0 Clarification of Bidding Documents:-

If the prospective Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation /clarification, to the Owner in triplicate at least one day before pre-bid discussion. The Owner then will issue interpretation/clarification as he may think fit in writing. After receipt of such interpretation and clarification, the Bidder may submit his Bid but within the time and date as specified in the Invitation for Bids. All such interpretations and clarifications shall form a part of the Bidding Documents and shall accompany the Bidder's proposal. The Owner will respond in writing to any request for such clarification of the Bidding Documents. Written copies of the Owner's response (including an explanation of the query but without identifying its source will be sent to all other prospective bidders who received the Bidding Document.

8.0 AMENDMENT OF BIDDING DOCUMENTS:

- 8.1 Before the deadline for submission of bids, the Owner may modify the bidding documents by issuing addenda.
- 8.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable / fax / e-mail to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable / fax / e-mail to the Owner.
- 8.3 To give prospective bidder reasonable time in which to take an addendum into account in preparing their bids, the Owner shall extend as necessary the deadline for submission of bids.

9.0 Documents Constituting the Bid:-

- 9.1.0 The bid to be prepared and submitted by the bidders shall comprise the following documents:-
 - 9.1.1 Bid Security
 - 9.1.2 Documentary evidence in support of Qualification Requirement
 - 9.1.3 Price schedule with Techno-Commercial bid
 - 9.1.4 Any other documents required to be submitted in accordance with the instructions to the bidders
 - 9.1.5 Bid documents with corrigendum/amendments, if any.

10.0 Bid Prices:

- 10.1 The bidder shall quote their price in the appropriate format in percentage excess/at par/ less the estimated price.
- 10.2 The quoted Price shall be firm. There will be no price adjustment. The Price shall be in INR.
- 10.3 The Price indicated in Price Schedule (BOQ) is deemed to include all levies/duties/taxes etc & all other incidentals payable as per statute. Goods & Service Tax (GST) is payable extra as per statute.

10.0 LANGUAGE OF BID:

All documents relating to the bid shall be in the English language.

11.0 DUTIES AND TAXES:

- 11.1 As regards the Income Tax, surcharge/cess on Income Tax and other corporate taxes, the bidder shall be responsible for such payment to the concerned authorities for his part. If such taxes are required statutorily to be deducted at source under the contract, the owner shall be entitled to deduct the same.
- 11.2 All other duties/levies payable for NIT (excluding Goods & Service Tax) shall be included by the bidder in his bid price and no claim in this behalf will be entertained by WBSEDCL. Goods & Service Tax(GST) shall be paid as per prevailing statute. The rates quoted by the bidders shall be considered for evaluation purpose. In case, the rates quoted by the bidder are higher than the prevailing rates, the prevailing rate shall be considered as the rates at the time of awarding the contract to the L1 bidder. The rates shall be specifically indicated on the Price Schedule.
- 11.3 Statutory Variation: Statutory variation, if any declared by the Govt. or any statutory authority would be considered for Goods & Service Tax(GST) only while executing the contract. If there is any increase/decrease in the rates of taxes for Goods & Service Tax (GST), that should be applicable/ considered for payment purpose. However, if any, new Tax, Duties, Levies etc. are imposed/ introduced subsequently by the Government, that shall be fully on your account and that will be borne by you and WBSEDCL will not bear any extra cost for it.
- 11.4 The Contractor should take Third Party Insurance cover and Workmen's Compensation Insurance cover of the adequate value .

12.0 TIME SCHEDULE:

- 12.1 The completion time would be 75 days from the date of handing over the site and supply of major materials.
- 12.2 The basic consideration and the essence of the contract shall be strict adherence to the time schedule for performing the specified works.
- 12.3 The Owner reserves the right to request for a change in the work schedule during post-bid discussion with successful bidder.

13.0 BID VALIDITY:

Bids shall remain valid for a period **180** days after the deadline date of opening of financial bid. Bidder shall have to extend the bid validity beyond the above stipulation, if required, on demand by WBSEDCL. 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.

14.0 BID SECURITY:

- 14.1 The Bidder shall furnish, as part of its Bid, a Bid Security for an amount as specified in the tender notice.

14.2 EARNEST MONEY

Earnest Money Deposit amounting to **Rs. 11,039.00/- (Eleven Thousand and Thirty-Nine) only in the word(s)** shall be submitted through online mode through e-Tender portal (<https://wb tenders.gov.in>). All offline instruments like Bank draft, Pay Order etc. will be stopped for e-tender procurement. In case of unsuccessful/rejected bids, the EMD shall be refunded directly from the e-Tendering portal. However, for successful bids, the EMD will be refunded by WBSEDCL as per norms. Further details in respect of online payment as well as refund of EMD are provided within the EMD clause. This is in accordance to the O.O. No.- 1994 Dated: 19.05.2021 and O.O. No.- 1997 Dated: 14.06.2021 of the Director (HR), WBSEDCL. The bidder shall submit along with the offer necessary documents in support of credential (related to the tender) to WBSEDCL/Other Power Utilities/Other Govt. Departments in earlier occasions towards financial capabilities to the extent of the estimated financial capacity of the tenderer. Exemption from deposition of earnest money deposit (EMD) shall not be allowed under any circumstances.. No interest shall be payable by WBSEDCL on the above EMD.

- 14.3 The Successful Bidder shall have to furnish Performance Guarantee Bond in the form of Bank Guarantee amounting to 10% (Ten Percent) of the contract price 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. Performance Guarantee Bond will also have the guarantee for successful and satisfactory performance of materials supplied under the contract till the expiry of the guarantee period. The Earnest Money of successful bidder shall be released after submission of Performance Bank Guarantee.

14.4 All Bids in range of -20% to -80% of the estimated rate shall furnish an additional performance security in the format given in the annexure which shall be equal to 10% of the tender amount form any schedule Bank.

14.5 Earnest Money of the unsuccessful bidders will be discharged / returned as promptly as possible after placement of order with L1 bidder by the Owner..

14.6 The bid guarantee may be forfeited:

a) If the Bidder withdraws the Bid during the period of Bid validity specified by the Bidder on the bid form; or

b) In case of a successful Bidder if the bidder fails:

i) to accept the LOA/PO within 7 days or

ii) to sign the contract within 14 days from acceptance of LOA/PO;

14.7 No interest shall be payable by the Owner on the above bid guarantee. (Declaration of Annexure)

15.0 DEADLINE FOR SUBMISSION OF THE BIDS:

15.1 Bids must be received by the Owner at the address specified above not later than the specified hours and date as stated in NIT.

15.2 The owner may extend the deadline for submission of bids by issuing an amendment of NIT through display in web portal or suitable written communication, in which case all rights and obligations of the owner and the bidder set previously subject to the original deadline will then be subject to the new deadline.

16.0 LATE BIDS :

16.1 No Bid will be received after the Dead Line for submission of Bids.

16.2 MODIFICATION AND WITHDRAWAL OF BIDS:

16.3 Bidders may modify or withdraw their bids by giving notice in writing/ online before the deadline of prescribed bid submission.

16.4 No bid may be modified after the deadline for submission of Bids.

16.5 Opening of Bid:- Opening of Bid shall be as per clause 4 as noted above.

17.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

The Owner will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

18.0 ARITHMETICAL ERRORS WILL BE RECTIFIED ON THE FOLLOWING BASIS:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in **words** will prevail. If the Bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of Bid guarantee will be forfeited.

The Bidder should ensure that the prices furnished in various Price Schedules are consistent with each other. In the case of any inconsistency in the prices furnished in the specified price schedules as identified in Bid Form or for items not quoted, the Owner shall be entitled to consider the highest unit price of that item as quoted by any of the bidders in the package for the purpose of evaluation. For the purpose of award of the Contract the lowest of the lump sum prices in these schedules will be considered.

19.0 EVALUATION AND COMPARISON OF BIDS:

19.1 Bid Security will be examined; 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.

19.2 Techno-Commercial evaluation of the bidder as per terms of NIT will be examined; any deviation in conformity of the terms of NIT with the requirement, the bid will be liable for rejection.

- 19.3 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.
- 19.4 Financial Bid of the Techno-Commercially qualified bidders only will be considered for opening.
- 19.5 Evaluated total bid amount of all the responsive & eligible/ Techno-Commercially qualified 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 the Contract.
- 19.6 The bids shall be evaluated on the basis of total amount for the entire scope of work.
- 19.7 Conditional rebate, if any, offered by any bidder shall not be considered in bid evaluation.
- 19.8 If any bidders fails to produce the original hard copies of the document like Completion Certificate and any other documents on demand of the department within a specified time frame or if any deviation is detected in the original copies from the uploaded soft copies, it may be treated as submission of false documents by the bidders and action as deemed fit shall be taken by the concerned authority as per rule.

20.0 AWARD OF CONTRACT CRITERIA:

- 20.1 OWNER'S RIGHT TO ACCEPT ANY BID OR TO REJECT ANY OR ALL BIDS WITHOUT ASSIGNING ANY REASONS WHATSOEVER.
- 20.2 Notwithstanding, the Owner reserves the right to accept or reject any Bid, and to cancel the Bidding process 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 grounds for the Owner's action.
- 20.3 The employer reserves right to vary the quantity of any work or delete any item of work at the time of Award of Contract and during the period of Contract.
- 20.4 The mode of contracting with the successful bidder will be for providing all services i.e. inland transportation for delivery at site, insurance, unloading, storage, handling at site, installation, testing and commissioning including performance testing i.r.o all the equipment supplied by WBSEDCL and any other services specified in the Contract.
- 21.0 **Notification of Award:-** Prior to expiration of Bid validity the Employer shall notify to the successful bidder in writing the Letter of Award. The bidder shall provide unconditional acceptance of LOA within one week. Bidder will also submit Project Execution Plan, Contract Agreement, Indemnity Bond and Performance Security within two weeks from the date of LOA, which will constitute formation of the Contract.
- 21.1 Failure of the successful bidder to comply with the requirement of acceptance of LOA, Signing of Contract Agreement, Submission of Project Execution Plan, Indemnity Bond and Performance Security as per requirement, shall constitute sufficient ground for the annulment of the Award and forfeiture of Bid security.
- 21.2 Till the receipt and acceptance of Contract Agreement/Performance Bank Guarantee / Demand Draft of successful bidder, validity of all bids shall be kept valid to facilitate action as per clause 14 as above.

22.0 CORRUPT OR FRAUDULENT PRACTICES:

- 22.1 Owner expects that Bidders/Suppliers/Contractors observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the Owner:
- a) Defines, for the purposes of this provision, the terms set forth below as follows :
 - i) "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
 - ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or 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 non-competitive levels and to deprive the Owner of the benefits of free and open competition.
 - b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - c) 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.

23 INSURENCE: -

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 in force to protect the interest of WBSEDCL against all perils. The form & the limit of such insurance together with underwriting in each case shall be the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be contractors alone.

24. 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.

21. PENALTY FOR SUPPRESSION / DISTORTION OF FACTS:-

If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tender committee will take actions deem fit against such defaulting Bidder.

The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action

22. 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.

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 NIT and BOQ will be part of the documents. After acceptance of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents stated in NIT of the concerned work within time limit to be set in the letter of acceptance.

-----End of ITB-----

SECTION – B
GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION FOR ELECTRICAL WORKS

1. Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <http://wbtenders.gov.in> (the web portal). The contractor is to click on the link for e-Tendering site as given in the web portal.
2. The intending bidder(s) required to quote the rate item wise in the BOQ.
 - a. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against the contract. Price indicated in the schedule of prices deemed to include all the levies / duties / cess & all other incidentals payable as per statute. Relevant Goods and Service Tax rules are applicable for the work. The estimated cost is exclusive of Goods and Services Tax. It will be paid to the appropriate authority / agency as per prevailing rates and rules in force
3. WBSEDCL, who do not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annul the Bidding processes and reject all Bids at any time prior to the Award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for WBSEDCL's (Tender Accepting Authority) action.
4. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection.
5. Bids shall remain valid for a period not less than 180 (One hundred eighty) days after date of Bid opening of tender.
6. Earnest Money as per NIT should be paid in online mode. Any other mode of payment will not be accepted.
7. **Security Deposit/Performance Bank Guarantee:**

The Successful Bidder shall have to furnish Performance Bond in the form of Bank Guarantee amounting to 10% (Ten Percent) of the contract price 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. Performance Bond will also have the guarantee for successful and satisfactory performance of materials supplied 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. Earnest money in the form of Bank Guarantee of the unsuccessful bidders shall be made immediately after finalization/placement of order and of the successful bidder shall be released after submission of Performance Bank Guarantee as per enclosed format and terms of contracts.

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

If Bids in range of -20% to -80% of the estimated rate the Successful Bidder shall have to furnish an additional performance security which shall be equal to 10% of the tender amount from any schedule Bank.

The Performance Bank Guarantee should be submitted Manager (F&A), BNRO for verification and acceptance.
8. **Refund of Security Deposit:**

Refund of Security deposit shall be subject to Company's right to deduct/appropriate its dues against the contractor or under this contract or any other contract. The performance Guarantee Bond/Security Deposit shall be refunded after completion of defect liability period of 12 (twelve) months from the date of completion of the work.
9. **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 placement of order. Earnest money for the L1 bidder shall be released after submission of performance Guarantee bond.
10. **Forfeited of Earnest Money/ Bank Guarantee:**
 - a) If the bidder deviates from any confirmation given by him subsequent to submission of his bid.

- b) In case of successful bidders if the bidder fails to accept PO/Order unconditionally and sign contract.
- c) To furnish contract performance bond.

11. Definition of terms:

In writing these General Conditions of Contract, Specification and Bill of Quantity / Bidding Schedule (Schedule of work), the following words shall have normally the meanings here-in-after indicated unless there is something in the subject matter of content inconsistent with such construction.

- The *Company / Purchaser / Owner / Department* shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), having its office at Dakshindinajpur Regional Office, WBSEDCL, Plot No-I, Action area-II, Rajarhat Kolkata-700161.
- The *Engineer-in-Charge / Controlling Officer* shall mean the Engineer deployed by the company for the purpose of this contract.
- *Company's representative* shall mean any person or persons of WBSEDCL appointed by the Company and shall include the contractor's executor's administrators, successor and permitted assignees.
- 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, successor and permitted assignees.
- 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.
- The terms *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.
- *Writing* shall indicate any manuscript, type written, printed or other statement reproduced in any visible form.
- *Date of Contract* shall mean the date on which the notification of award of contract / letter of award / telex award has been issued.
- *Zero Date* will be reckoned from the date of handing over of site.

12. Scope of work:

The contract comprises of construction, completion and maintenance of the work as required including provision of all labour, material, construction plant, temporary work & everything whether of a temporary or permanent nature required for such construction, completion & maintenance so far as the necessity of providing the same is specified or responsible to be inferred from the contract.

13. Manner of Execution of Contract:

The successful bidder has to submit acceptance of the PO / Order within 7 (seven) days from the date of issue of the Letter of Intent / Order. The successful bidder shall be required to execute an Agreement (as per format enclosed as **Annexure – 2**) at his expenses on a non judicial stamp paper of Rs100/- with the company with all related documents for satisfactory execution of the work. Agreement shall be signed on a date and time to be mutually agreed upon at **Divisional Office, Balurghat, W.B.S.E.D.C.L., Prafullakanan, Krishnapur, Kolkata-700101** and the same has to be signed by both parties within 14 (Fourteen) days from the date of the acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract on behalf of the contractor is to be submitted before signing of the agreement.

14. General Requirement:

- 14.1. **Pre-visit of work site:** Contractor to visit the site before submission of tender: The contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submission of his tender as to nature of the site, the quantities and nature of work and the materials necessary for the completion of the works and the means to access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence and effect his tender.
- 14.2. **Cost of Bidding:** The Contractor 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.

- 14.3. **Correctness and sufficiency of rates quoted in the tender:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and the rates and prices quoted by them in the schedule of the items. The rates and prices quoted shall cover all obligation of the tenderer under the contract and all materials and things necessary for the proper completion and maintenance of the works.
- 14.4. Contractor shall execute, complete and maintain the works as per direction of the **Controlling Officer / Engineer-in-Charge** of the works or his representatives. The testing should be done by agency to own arrangement before charging of UG cable line after completion of work.
- 14.5. **Contractor to submit program:** Within 14 (Fourteen) days from the date of issue of PO/ Execution order the Contractor shall submit a program showing the order, procedure and method in which he proposes to carry out the work.
- 14.6. **Contractor's Staff at site:** The contractor shall provide at site authorized representative duly approved by the Controlling Officer (approval may be withdrawn for particular person, if necessary). The contractor and/or his authorized representative is to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on behalf of the contractor) directions and instructions from the controlling Officer / Engineer or his representative.
- 14.7. **Removal of persons employed at site:** The Controlling Officer / Engineer shall be at liberty to ask the contractor to remove from the site any person, employed by the contractor in the execution of the works, who in the opinion of the Controlling Officer / Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the permission of the Controlling officer / Engineer.
- 14.8. **Setting out:** The Contractor shall be responsible for true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignments of all parts of works. If at any time during the progress of the works any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the work, the contractor on being asked to rectify by the Controlling Officer / Engineer, shall at his own expense rectify such error to the satisfaction of the Controlling Officer / Engineer.
- 14.9. **Protection of works:** The Contractor shall in connection with the works provide and maintain at his own cost all lights guards, fencing and watching when and where necessary or required by the WBSEDCL or by any competent authority or statutory or other authority for the protection of the works or for the safety and convenience of the public or others.
- 14.10. **Care of works:** From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all temporary works and in case of any damage, loss, or injury to works or to any part thereof or to any temporary works due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the works shall be in good order and conditions and in conformity in every respect with the requirements of the contract. The contractor shall take every practicable precaution not to damage or to cause injury to adjoining or other properties or to any persons. However even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.
- 14.11. **Workmen's compensation for accident or injury to any workmen:** The WBSEDCL shall not be liable for damage or compensation payable as per provision of law in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor. Contractor shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance policy covering provision for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.
- 14.12. **Facilities for other contractors:** The contractor shall afford all reasonable facilities for any other contractor employed by WBSEDCL in the execution on or near the site of any work not included in the contract.

14.13. **Clearing site on completion:** On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials rubbish, and temporary works of every kind and leave the whole of the site and works clean and in a good and tidy condition to the satisfaction of Engineer-in-charge.

15. Labor License:

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

16. Compliance of Labour Laws:

The Contractor shall comply all statutory Labor Laws to protect the laborers engaged by them. In this connection the contractor will be required to execute an Indemnity Bond (as per specimen enclosed as Annexure – 1) after placement of Letter of Intent / Order.

17. Night and Holiday Work:

None of the permanent work related to contract shall be carried out during night or Sunday or on other holiday without permission in writing of the Engineer-in-charge.

18. Variation, Omission, Addition & Alteration:

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

19. Supplementary Works:

Whenever supplementary works become unavoidable for completion of the work in all respect, the Contractor shall bring the matter to the notice of the Controlling Officer and submit their proposal. However the controlling Officer shall have the right to advise the contractor to proceed with such item(s) of work. Rates for supplementary item shall be arrived at as given hereunder:

19.1. The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract. The rates of all supplementary items shall be also derived from earlier issued Purchase order of WBSedCL if available.

19.2. When Cl. No. 19.1 above shall not be applicable, the rate should be analyzed to the mutual acceptance of the present market rates of different elements involved in the item, against documentary evidence, with 5% overhead, contractor's profit as 10% (ten percent) and 1% (one percent) as Cess towards BOCWWC Act, 1996. In that case contractual rate of quotation will not be applicable.

Controlling Officer's decision regarding finalization of rate of non-scheduled item(s) shall be final and binding upon the Contractors.

20. Terms of Payment:

i) All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in Measurement Book (MB) as prescribed by the company, so that a complete record is obtained of all works performed under the contract and the value of work carried out can be ascertained and determined there from.

ii) Measurement shall be taken jointly by the Supervising Officer or his authorised representative and by the contractor or his authorised representative. Every measurement thus taken shall be signed and dated by both the parties. In absence of Contractor or his representative, measurement taken by WBSedCL Engineer or his representative shall be taken to be correct & final. The contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection and measurement of work at his own cost.

iii) Progressive R/A bills, against the prayer of the contractor, for an amount of minimum 20% (twenty percent) upto 80% (eighty) of the ordered value as deemed justified by the Controlling Officer shall be released against certification of the Controlling Officer after the deducting the amount as may be applicable as per contract & statutory rules of the country. The bill shall be released within 45 (forty five) days of its submission if all formalities

as per terms of contract is maintained. The final 20% bill shall be released on completion of the work in all respect and fulfilment of all contractual obligations by the contractor.

- iv) If it is obligatory under the provision of Income Tax Act 1961 and Goods & Service Tax (GST) Act and subsequent amendments to deduct tax at source then the same will be deducted from the bills as applicable. The Contractor is required to follow the Building and other Construction Worker's Welfare Act, 1996. Registration of his establishment under section-7 of the Building and other Construction Worker's (Regulation and condition of Service) Act, 1996 is to be made after the contract is awarded. 1% cess towards BOCWW Act, 1996 will be deducted from its total amount of each bill. For these deductions certificate will be issued as per rules.
- v) The company reserves the right to recover /enforce recovery of any overpayments detected after payment as a result of post payment or audit or technical examination or by other means. The amount of such over payment may be recovered from the subsequent bills, under the contract, failing that from contractors claim under any other contract with the company or from the contractors (Performance) security deposit or from the amount retained or the contractor shall pay the amount of overpayment on demand immediately.

vi) **The Asst. Manager (F&A), Divisional Office, Balurghat, W.B.S.E.D.C.L., will be the paying authority of the work.**

21. Completion of Contact:

All work under the contract must be completed by period of completion mentioned in NIT while portions of work as per program settled in consultation with the controlling officer shall be completed by the date stipulated in the said program. 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 payment of liquidated damages, the WBSEDCL 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 WBSEDCL on that account. Any letter in writing by the Controlling Officer shall be treated as conclusive on behalf of the WBSEDCL.

22. Defect Liability Period:

The term 'Defect Liability Period' shall mean the period of 12 (twelve) months from the date of completion of the work. If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects and at its cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect.

If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor.

For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the Security money already retained from the contractor. After completion of Defect liability period, and on completion of satisfaction rectification of defect, if any reported within the defect liability period, and on receipt of the application from the contractor, controlling officer of the work shall recommend for refund of the Security money.

At the end of the Defect Liability Period, the Contractor's liability ceases except for latent defects. The Contractor's liability for latent defects warranty shall be limited to period of three (3) years from the end of Defect Liability Period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Defect Liability Period, but later." However, Contractor shall have to submit an Indemnity Bond for Latent Defect liability period.

23. Defective Materials:

If in the option of the Engineer-in-charge, any of the materials brought to the site for use are not of the quality or kind specified in the contract and / or are unfit for the works, he shall be at liberty to order the removal of the said materials and the contractor shall remove the same within 24 (twenty four) 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.

24. Drawings:

The works shall be carried out as per the instructions and to the satisfaction of the Engineer in accordance with the signed drawings, the specifications and schedule of quantities and also as per any further drawings which may be supplied, all instructions which may be given by the Engineer-in-Charge from time to time.

25. Material and Workmanship:

All the works shall be executed with the materials as specified and with best workmanship and / or in the best manner to the satisfaction of the Engineer-in-charge.

26. Extension of Time:

An extension of time without imposition of liquidity 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 is not due to his fault.

27. Liquidated Damage:

If the Contractor fails to complete the works within the time prescribed herein or extended time for completion, then the Contractor shall pay to the WBSEDCL a sum amounting to ½% (half percent) of the value of works as liquidated damages of such default for every week or part of a week which shall elapse between the time prescribed or extended time as the case may be and the date of completion of the works subject to a maximum of 10% (ten percent) of the total contract price.

The WBSEDCL may, without prejudice to any, 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 for deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other his obligations and liabilities under the contract.

28. Default Risk:

In the event of the contractor's inability/non-response to accept and take up the work as per the order & contract agreement, the Owner reserves the right to terminate the contract with forfeiture of E.M.D. along with Contract Performance Guarantee and deploy any separate agency to complete residual portion of this contract. If the contract is terminated in the above manner, the Contractor shall have no claim for compensation against the Owner. The Owner shall have the right to engage any other Contractor to complete the work and any extra cost incurred by the Owner to get the work completed in all respect will be realized from the pending bill(s) and/or E.M.D. and/or Retention Money and/or Security Deposit and/or any Bank Guarantee(s) of the original Contractor for this contract or any other contract under WBSEDCL.

29. Company's Right to Terminate Contract:

29.1. If the contractor fails to start the work within a month from the date of issue of Letter of Intent / Work Order, the WBSEDCL shall have the right to cancel the Letter of Intent / Work Order with forfeiture of earnest money (Converted into initial security) without giving any notice to the contractor.

29.2. 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 the WBSEDCL, the WBSEDCL shall have right to terminate the Work Order / Letter of Intent after giving notice in writing to the contractor. If the contractor fails, after 14 (Fourteen) days of such notice, to proceed with the work in the matter notified, the WBSEDCL 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 a joint measurement, ex-party measurement by the WBSEDCL will be taken as final. In that case the 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 the WBSEDCL for

any loss or deterioration of any materials that he may have collected or engaged or entered into an account of the work.

30. Quality of Work / Material and Mode of Measurement:

As regards specification of materials, execution of work and the mode of measurement relevant stipulation of WBSEDCL in this respect will be applicable. The contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing and measurement of work at his own cost.

31. Materials:

All the materials which have been categorically mentioned in the schedule of works for this work will be supplied by WBSEDCL from our nearest site store. In excess of 35 kms. only the cost of transportation of excess kms. beyond 35 kms is payable to you as per approved rate of the WBSEDCL prevailing at the time of actual transportation.

The agency will supply the materials by maintaining due norm(s) and regulation(s) of WBSEDCL.

32. Insurance:

The 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 in force 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 contractor's alone.

33. Safe custody of WBSEDCL materials and executed works:

You shall be entirely responsible for all the materials issued to you for the works and the executed portion of the work till it is officially taken over by the WBSEDCL. **The working site till handed over to WBSEDCL to be clearly demarcated (Through temporary fencing / Danger Tape) and execution of works to be cautioned before pedestrians & vehicles by using Caution Boards.**

It is your responsibility to keep the policy alive throughout the desired period by timely and adequate payment of the premium. The insurance policy should cover towards materials. If the amount of contract is modified subsequently the Insurance coverage should also be modified accordingly.

34. Deduction of Taxes and Cess for BOCWWC Act, 1996:

It is obligatory under the provision of Income Tax Act 1961 to deduct tax to at source then the same will be deducted from the bills as applicable.

The contractor is required to follow the Building and Other construction Work Welfare Act, 1996.

Registration of his establishment under section-7 of the building and the construction worker's (Regulation and Condition of Service) Act, 1996 is to be made after the contract is awarded. 1% (one percent) Cess towards BOCWC Act, 1996 will be deducted from its total amount of each bill. For these deductions certificate will be issued as per rules.

35. Force Majeure:

The contractor shall not be liable to pay any liquidated damage for delay / failure to perform the contract for reasons of force majeure such as act of God, act of the public enemy, acts of Governments, fire, flood, epidemics, quarantine restriction, strikes, freight embargos and provided that the contractor shall within 10 (ten) days from beginning of such delay notify the Company in writing of the cause of delay. The Company shall verify the fact and grant such extension as found to be justified without imposing liquidated damage.

The department shall not be responsible or liable to pay any compensation for any interruption in work at the site due to strike, lockout, riot, earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. The department shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work.

36. Sub-letting of Contract:

The Contractor shall not, without the written consent of the Company, assign or sublet his contract or any part thereof, other than of 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 of 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.

37. Engineer's Decision:

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

If in the opinion of Contractor, a decision made by 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. Failure to file an objection within the allotted time will be considered as acceptance of the Controlling Officer's decision and the decision shall become final and binding.

38. 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 was 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 negligence of the Contractor or his workman or sub-contractor or for defective workmanship etc.

39. Language and Measurement:

All documents pertaining to the contract including specifications, schedule notices, correspondences, operating and maintenance instruction, drawing or any other writings be written shall be in English language. The metric system measurement shall be used exclusively in the contract.

40. Completion of Work:

Completion of work means completion of the work in totality and acceptance / takeover of the same by the company. Partial or phase wise completion will have no bearing towards consideration of guarantee / defect liability period. Completion time will be considered after WBSEDCL supply of major materials.

41. Idle Labor / Machinery:

Whatever the reason may be no claim for idle labor and machinery, additional establishment cost, hire and labor charges of tools & plants would be entertained by the Company, under any circumstances.

42. Safety Rules:

The bidder shall also provide necessary fencing and lights to protect the public from accident. Fire extinguishers shall be kept by the Contractor 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 the 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 person responsible for the 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 of the employer and WBSEDCL.

Notwithstanding the above clause there is nothing in those of exempt the bidder from the operation of any other Act or Rule in force in the Republic of India.

All storage, handling & use of flammable liquids shall be under the supervisions of qualified persons. First aid arrangements with the degree of hazard and numbers of workers employed shall be maintained in a readily accessible place throughout the whole of working hours.

43. Settlement of Disputes:

All disputes concerning question of act arising under the contract shall be decided by the Owner / Company on receipt of written appeal by the Contractor. Any dispute or differences arising out in connection with this contract

shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subjected to settlement under the jurisdiction of Calcutta High Court.

44. 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 'Injure 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 accident must be reported immediately to WBSEDCL as well as to Police.

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

45. i) Controlling Officer : The Divisional Manager, Divisional Office, Balurghat, W.B.S.E.D.C.L..

ii) **Nodal Officer :** The Assistant Manager (HR&A), Divisional Office, Balurghat, W.B.S.E.D.C.L..

iii) **Supervising Officer:** A.E. (Tech.)(s), Divisional Office, Balurghat, W.B.S.E.D.C.L., for the Electrical Work(s), and the A.E. (Civil), Dakshin Dinajpur Regional Office, W.B.S.E.D.C.L., for the Civil Work(s).

iv) **Payment Disbursing Officer :** The Assistant Manager (F&A), Divisional Office, Balurghat, W.B.S.E.D.C.L..

46. Miscellaneous:

- 46.1. The entire work shall be inspected by WBSEDCL representative from time to time at site as necessary. The Contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of the site, WBSEDCL shall have the right to reject any work not conforming to the specification without being liable for any explanation or compensation. The authorized representative of WBSEDCL shall have the free access to the work site, contractor site office and store.
- 46.2. During the execution of the work, if any, problem arises which is not covered by the specifications, the contractor shall seek necessary clarification and instruction from WBSEDCL. Such instruction shall be binding on the contractor and shall be observed in full.
- 46.3. The Contractor shall make his own arrangement for the labor, construction equipment, tools and tackles and construction materials, construction water, office / labor accommodation, water supply, sanitation.
- 46.4. Electricity for construction purpose, if supplied by WBSEDCL, the charge shall be borne by the Contractor at the rate specified by WBSEDCL. The Contractor cannot claim any compensation for any failure in such supply caused due to any reason whatsoever in case of non-availability of electricity for construction purpose from WBSEDCL. The Contractor has to arrange the same at his own cost.
- 46.5. The Contractor shall strictly follow the construction safety rules, regulations and instructions issued from time to time. In absence of any particular reference the Contractor shall refer to the Indian Standard and also the State Government rules and regulations.
- 46.6. The contractor shall take all precautions during execution, especially while excavating underground works, such as cables, pipelines, drains etc. and provide all possible precautions to these works and incase they are damaged, rebuild / divert them at his own cost.
- 46.7. All guarantees and test certificates obtained by the contractor during the execution of the work shall be transferred to the WBSEDCL before issue of the final payment.
- 46.8. The Contractor shall provide all necessary storage at the site in specified areas for all materials such as timber, cement, lime and such other materials which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open in such manner that all such material shall be duly protected from damage by weather or any other cause. All such stores shall be cleared after completion of work and the entire

site shall be clean and free from debris. All material shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.

- 46.9. All works are to be carried out with due regard to the convenience of the occupants of the premises or road users and with close coordination with other Contractors who may be working on that area. All arrangements / program of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accident to the occupants, users & workers. The Contractor must see that all damages to any property, which in the opinion of the Controlling Officer are due to the work of Contractor, are promptly rectified as per direction and to his satisfaction. The construction of work must be done in such a way as not to dislocate or disturb any sewerage system and existing other structures.
- 46.10. It must be clearly understood that WBSEDCL is indemnified by the Contractor against payment of any compensation or award on account of any accident, injuries, and damages and if any such payment have to be made by WBSEDCL under order of appropriate authorities, the same shall be recovered from the Contractor.
- 46.11. Any services if affected by the work must be restored by the Contractor on emergency basis at his own cost.
- 46.12. After completion of work, the finishes shall be of high quality and approved standard.
- 46.13. No omission or ambiguities in the drawing or in the specifications will relieve the contractor from responsibility for material or completeness of the work.

ANNEXURE –I

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

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

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

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

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

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

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

Signature of the Tenderer

Dated _____

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_____

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 the Tenderer

Postal address of the Tenderer

SPECIMEN COPY OF INDEMNITY BOND
(TO BE EXECUTED ON Rs 100/- Non judicial Stamp Paper)

BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on this Day of..... I/We having Registered Office / residing at. (hereinafter called "OBLIGOR/OBLIGATOR" which expression shall mean and included 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 favor of the West Bengal State Electricity Distribution Company Limited, a government Company within the meaning of sec.2(45) of the Companies act 2013 having registered office at Bidyut Bhavan, 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/OBLIGATOR has /have been awarded to execute the job / works under letter no. Dated .issued by the OBLIGEE/OBLIGATOR 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 Employees Compensation Act(W.e. Act) and / or other laws relating to the Labour Management and Welfare. AND WHEREAS according to the condition of the contract the OBLIGOR / OBLIGATOR is under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR/OBLIGATOR is 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 WITNESSTHAT I / We the OBLIGOR/OBLIGATOR 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/OBLIGATOR.
2. THAT the OBLIGOR/OBLIGATOR 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/OBLIGATOR undertakes to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical managerial or non-managerial or any other capacity in the area covered under Employees' State Insurance Act 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 has / have insurance coverage within the meaning of Employees State Insurance Act.
4. THAT the OBLIGEE further undertakes 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 who has 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 OBLIGEE.
5. THAT the OBLIGOR/OBLIGATOR 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/OBLIGATOR.
6. THAT the OBLIGOR / OBLIGATOR shall keep harmless the OBLIGEE from all claims compensation damages any proceedings in respect of any of its employee/workmen under the Employees 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/OBLIGATOR has not complied with/ guidelines formalities within the meaning of Employees' State Insurance Act or Employees 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/OBLIGATOR 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 OBLIGOR/OBLIGATOR 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 oblige or for any other reason , the OBLIGOR/OBLIGATOR shall have the right to recover the said amount from any amount receivable by OBLIGEE or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGOR/ OBLIGATOR to the OBLIGEE.
9. THAT the OBLIGOR/OBLIGATOR 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/ OBLIGATOR.

.....
Deponent

Witness:

1.....

2.....

PROFORMA OF AGREEMENT

(TO BE EXECUTED ON Rs 100/- Non judicial Stamp Paper)

ARTICLES OF AGREEMENT made thisDate ofin the year.....
 between West Bengal State Electricity Distribution Company Limited having its Head Office at Vidyut Bhavan, Block DJ, SectorII, Kolkata-700091 hereinafter referred to as the WBSEDCL (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 'CONTRACTOR' (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHERE AS WBSEDCL invited tenders vide Tender Notice No..... Date (annexed hereto) for (Name of the work).....

AND WHERE AS in pursuance of such invitation for tenders the contractor submitted a tender vide no. dt..... which was opened on

The tender offer shall be in the custody of the WBSEDCL at present.

AND WHERE AS AFTER consideration of the tender submitted by the contractor with clarification(s), if any, WBSEDCL accepted the said tender submitted by the contractor and placed order no..... dt..... (annexed hereto)

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

The contractor agrees to undertake the work of as per Order No dt..... referred to above.

The WBSEDCL agrees to pay the contractor as per the Order No.....dt..... referred to above.

Both the contractor and the WBSEDCL agree that for the purpose of jurisdiction of 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.

.....

Contractor

Witness:

1.....

2.....

.....

WBSEDCL

Witness:

1.....

2.....

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 Regional Manager,
 Dakshindinajpur Region Office
 Beltala Park, Beside Beltala Park Post Office,
 Balurghat, DakshinDinajpur – 733103 (WB)
 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 a confirmed,
 irrevocable, without recourse and unconditional Bank Guarantee for an amount of vide up
 to..... 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 Co. Ltd. the Amount of (in words & figures) without any
 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 up to 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
2019.....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 FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES (TO BE GIVEN BY BANKER OF BIDDER)**BANK CERTIFICATE**

This is to certify that M/S (FULL NAME AND ADDRESS) who are submitting their Bid toagainst their tender specification vide Ref. No. and dateis our customer for the past years.

Their financial transactions with our bank have been satisfactory. They enjoy the following fund based and non-fund based limits including guarantees, L/S and other credit facilities with us against which the extent of utilization as on date is also indicated below:

Sl. No.	TYPE OF FACILITY	SANCTIONED LIMIT AS ON DATE.....	UTILIZATION AS ON DATE

This letter is issued at the request of
M/S

Sd/-

Name of Bank

Name of authorized Signatory

Designation

Phone No

Address

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
(The non-Judicial stamp paper of Rs.100.00 should be in the name of issuing bank)

Ref:.....

Bank Guarantee No.....

Date.....

The Regional Manager,
 Dakshindinajpur Region Office.
 Beltala Park,
 Beside Beltala Park Post Office,
 Balurghat, DakshinDinajpur – 733103 (WB)
 Dear Sirs,

In consideration of West Bengal State Electricity Distribution Company Limited (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 upto.....* (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 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 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 for bear 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 things 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 principal debtor, in the first instance without proceedings against the Contractor and not withstanding 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 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.....2017.....at

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Official Address)

Attorney as Power of Attorney No..... Date.....

**** Till 3 (Three) months after the validity of the Bank Guarantee.**

*** Up to 3(Three) months after the expiry of warranty/guarantee period.**

Notes :-

- 1. The Stamp Paper of appropriate value shall be purchased in the name of issuing Bank.*
- 2. The sum shall be 10% (Ten Percent) of the Contract Price.*

The Performance Bank Guarantee /Security Deposit Bank Guarantee shall be valid as per terms of contract. 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
(The non-Judicial stamp paper of Rs.100.00 should be in the name of issuing bank)

Ref:.....

Date.....

The Regional Manager,
 Dakshindinajpur Region Office
 Beltala Park,
 Beside Beltala Park Post Office,
 Balurghat, DakshinDinajpur – 733103 (WB)

Dear Sirs,

Sub: Extension of bank Guarantee No..... for Rs..... favoring yourself, expiring 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..... except 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.

COMMERCIAL DEVIATIONS
(For Two Part Tender)

Bidder's Name & Address :

To

.....
.....
.....

Dear Sirs,

Sub : Commercial Deviations for

The following are the Commercial Deviations and variations from and exceptions to the specifications and documents for the subject package. These deviations and variations are exhaustive. Except these deviations, the entire work shall be performed as per your specifications and documents.

Volume /Clause	Reference /Page No.	As specified in the specification	Commercial deviation and variations to the

Date :

Place : (Signature).....

(Printed Name)

(Designation)... ..

(Common Seal)

Note: Continuation sheets of like size and format may be used as per Bidder's requirements and annexed to this schedule.

TECHNICAL DEVIATIONS
(For Two Part Tender)**Tender Notice No.**

Bidder's Name & Address :

To

.....
.....
.....

Dear Sirs,

Sub : Technical Deviations for

The following are the Technical Deviations and Variations from and Exceptions to the specifications and documents for the subject package. These deviations and variations are exhaustive. Except these deviations, the entire work shall be performed as per your specifications and documents.

Vol./Clause	Ref./Page No.	As specified in the specification	Technical deviation and variations to the specification

Date :

Place :

(Signature)

(Printed Name)

(Designation)

(Common Seal)

Note

1. Continuation sheets of like size and format may be used as per Bidder's requirements and annexed to this schedule.

2. The deviations and variations, if any, shall be brought out separately for each of the equipment and are to be submitted in five copies.

**PROFORMA OF DECLARATION OF BLACK LISTING
HOLIDAY LISTING**

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 application for enlistment 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 blacklisting 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 application for enlistment 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 blacklisting 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 holiday list or black list declared by WBSEDCL, WBSETCL or any central/state power utility services, except as indicated below:

(Here give particulars of blacklisting 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 is Administrative Ministry, shall have the right to reject my/our enlistment/bid and if the bid has resulted in a contract, the contract is liable to be terminated.

Signature with date & seal of the Bidder