

West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise.)



INVITATION OF e-TENDER FOR

"Laying of 33 KV XLPE UG cable laying from Minakha 132/33 KV Sub-Station to Nazat 33/11 KV Sub-Station under Basirhat Division of Kolkata Zone, WBSEDCL"

N.I.T. NO.: ZMK/Electrical/e-TENDER/2023-24/18 date: 29.02.2024

KOLKATA ZONAL OFFICE

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West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)

KOLKATA ZONAL OFFICE

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Website-www.wbasedcl.in

NOTICE INVITING e-TENDER

NIT NO.: ZMK/Electrical/e-TENDER/2023-24/18

Date: 29.02.2024

e-tender in two parts are invited from experienced and resourceful vendors of WBSEDCL / WBSETCL/other Power Utilities/ other Govt. Departments/Govt. undertaking Departments for the work as follows:

Name of the work : Laying of 15.3 km 33 KV 3 core 400 SQMM XLPE UG cable from Minakha 132/33 KV Sub-Station to Nazat 33/11 KV Sub-Station under Basirhat Division of Kolkata Zone, WBSEDCL.

- **Estimated Amount** : ` 11970129.00
- **EMD/Bid Guarantee** : ` 239450.00
- **Completion Time** : 45 (Forty Five) days

Price: The Price is FIRM.

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. For other details including qualifying requirements, please visit www.wbasedcl.in.

KEY DATES

A.	Date of Publishing of NIT & other Documents	05.03.2024 at 11.00 hrs
B.	Documents download start date	05.03.2024 at 11.00 hrs
C.	Pre-Bid Meeting date	06.03.2024 at 11.00 hrs
D.	Bid submission starting date	07.03.2024 at 11.00 hrs
E.	Bid submission closing date	28.03.2024 at 11.00 hrs
F.	Techno-commercial bid opening date	02.04.2024 at 11.00 hrs
G.	Techno-commercially qualified bidders' list uploading date	To be notified later
H.	Price bid opening date	To be notified later

If a Holiday falls on any of the schedule date, then schedule date shall be considered on next working day.

(D. K. Bachhar)
Addl. C.E. & Zonal Manager
Kolkata Zone

INVITATION FOR BID

1. Scope of Work: Laying of 15.3 KM 33 KV HTUG cable for second source of Nazat 33/11 KV S/Stn from Minakha 132/33 KV Sub-Station to Nazat 33/11 KV Sub-Station through cable trench and micro tunnelling method under Basirhat Division of Kolkata Zone, WBSEDC.

2. Credentials:

TECHNICAL ELIGIBILITY CRITERIA OF THE BIDDER: -

The bidder must have successfully completed similar nature of works during last seven years subject to fulfillment of the following criteria:

- a) Three similar completed works (each) costing not less than the amount equal to 40 % of the estimated cost.
Or
- b) Two similar completed works (each) costing not less than the amount equal to 50 % of the estimated cost.
Or
- c) One similar completed works (each) costing not less than the amount equal to 80 % of the estimated cost.

COMMERCIAL ELIGIBILITY CRITERIA OF THE BIDDER: -

- a) Average annual turnover during last three years shall not be less than 30% of the estimated cost.
- b) Working capital in the year, preceding the year of bid submission shall not be less than 30% of the estimated cost.
- c) In case documents certifying credit facility from a scheduled Bank is submitted, the requirement given in clause no(b) shall be judged by adding available credit facility and working capital taken together.
- d) Annual audited Financial Report for last three years to be submitted for verification in respect of bidders for whom audit of account 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. Necessary documentary evidence as detailed herein above shall have to be uploaded by the bidder to ascertain the commercial eligibility criteria.

OTHER STATUTORY REQUIREMENTS: -

The Bidder shall furnish the following documents

- (i) Valid EPF registration certificate
- (ii) Valid ESI Registration Certificate
- (iii) Valid PAN Card,
- (iv) Valid GST Registration Certificate
- (v) I.T Return for last three financial years
- (vi) Performance as prime contractor for execution of similar nature of work for last seven years and details of Works in hand
- (vii) 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.
- (viii) Self attested copy of Electrical Contractor's License with validity
- (ix) Self attested copy of Electrical Supervisor's Certificate with validity having allotment of Category-C including UG cable up to 33KV

3. ONLINE COLLECTION AND REFUND OF EMD:

- Intending Tenderers shall login to the e-Procurement portal of Government of west Bengal <https://wbteners.gov.in> using his/her login Id and password.
- Earnest Money Deposit (EMD) in e-tendering process will be collected and refunded in online mode via dedicated bank account maintained at corporate level instead of EMD in the form of DD/Pay order is not accepted.
- E-tender portal is maintained by NIC and payment gateway facility available in e-tender portal is maintained by ICICI Bank.
- Facility for collecting EMD via offline mode has been discontinued in e-tender portal as per order.
- As per the procedure defined for online collection in e-tender process, EMD amount deposited by tenderers is initially held in a pool account of Government of West Bengal maintained by ICICI. Only the amount corresponding to successful bid will be transferred to WBSEDCL Bank Account after completion of tendering process on awarding Award of Contract (AOC). EMD for unsuccessful bids will be returned to tenderers automatically from NIC portal after completion of tendering process.
- For technically rejected bids, EMD amount will be automatically returned to tenderers after the bid is technically rejected in e-tender portal.
- Payment status of bids submitted against NIT's will be available in MIS reports provided in e-tender portal maintained by NIC.
- Successful tenderer (s) shall have to create vendor id through WBSEDCL web portal vendor corner, if not created earlier.
- The tenderer shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:
 - i. Net-banking through Payment Gateway
 - ii. RTGS/NEFT Payment: On selection of RTGS/ NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The tenderer will print the challan and use the prefilled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the tenderer will come back to the e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.
 - iii. Submission of EMD through BG: For submission of EMD in the form of BG, tenderers will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in the EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT.

General Instructions for Online Payment:

- a. The tenderer will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment.
- b. Status of NEFT-RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such tenderers opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- c. In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, tenderers will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
- d. The bank account used for payment of EMD by the tenderers 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.

Refund/ Settlement of EMD Amount:

- a. For unsuccessful tenderers, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
 - 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 tenderers 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, tenderers 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.
4. If the offer is submitted without or inadequate Earnest Money, the bid will not be opened. In case of incomplete offer, the tender will be liable for rejection and Earnest Money Deposit will be forfeited.
 5. If the offer is submitted without or inadequate Earnest Money, the bid will not be opened. In case of incomplete offer, the tender will be liable for rejection and Earnest Money Deposit will be forfeited.
 6. Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner, if not created earlier.
 7. In the event the bid is in the range of -20% to -80% of the estimated rate then the bidder shall be liable to furnish an additional Performance Security which shall be equal to 10% of the tendered amount. The additional Performance Security if warranted shall be submitted in the form of Demand Draft/Bankers Cheque from any scheduled bank before issuance of order.
 8. The bidder shall submit along with the offer necessary documents in support of their previous supply of the tendered item to WBSEDCL/WBSETCL/Other Power Utilities/Other Govt. Departments in earlier occasions.
 9. OEM as well as authorized dealer/Channel partner of OEM are allowed in the tender. In case of Authorized dealer/Channel partner of OEM participating in the tender, they have to submit Dealership certificate/ Partnership certificate from the OEM.
 10. WBSEDCL reserves its right to take decision keeping its financial interest.
 11. The offer shall remain valid for a minimum period of 180 days from the next day of opening of the tender.
 12. Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders & their Earnest Money Deposit will be forfeited
 13. WBSEDCL is not bound to accept the lowest tender and reserves the right to cancel any or all the tenders unilaterally.
 14. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.
 15. At the time of placing purchase order, the quantity mentioned in the Tender Document may vary up to $\pm 25\%$.
 17. Any further information may be had from the website: www.wbsedcl.in and the following office:

**Office of the Zonal Manager, Kolkata Zonal Office, WBSEDCL, 19/A, British Indian Street, 3rd floor,
Kolkata-700069. E-Mail: zm.kolkata@wbsedcl.in**

INSTRUCTIONS TO BIDDERS

1. General guidance for e-Tendering:

Instructions/Guidelines for electronic submission of the tenders have been mentioned below for assisting the tenderers to participate in e-Tendering.

2. Registration of tenderer:

Any tenderer willing to take part in the process of e-Tendering will have to be enrolled & registered with the e-Procurement system, through logging on to <https://wbtenders.gov.in>.

3. Digital Signature certificate (DSC): Tenderers willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) of Class-II or Class-III, 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 will be given as a USB e-Token. After obtaining the Digital Signature Certificate (DSC) from the approved Certifying Authority, tenderers are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website. The tenderer can search and download NIT & Tender Documents electronically from the website 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 <https://wbtenders.gov.in> 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 in Portable Document Format (PDF).

4.1 Technical proposal: The Technical proposal should contain scanned copies of the required credentials in standardized formats in two folders.

THE 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	i) Valid EPF registration certificate, (ii) Valid ESI Registration Certificate, (iii) Valid PAN Card, (iv) Valid GST Registration Certificate, (v) I.T Return for last three financial years, (vi) Performance as prime contractor for execution of similar nature of work for last seven years and details of Works in hand, (vii) 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, (viii) Self attested copy of Electrical Contractor's License with validity, (ix) Self attested copy of Electrical Supervisor's Certificate with validity having allotment of Category-C including UG cable up to 33KV.
02.	Company Detail(s)	Company Detail	MOA & AA along with Annual report of the FY2022-23,2021-22 & 2020-21
03.	Technical Criteria		The bidder must have successfully completed similar nature of works during last seven years subject to fulfillment of the following criteria: a) Three similar completed works (each) costing not less than the amount equal to 40 % of the estimated cost. Or b) Two similar completed works (each) costing not less than the amount equal to 50 % of the estimated cost. Or c) One similar completed works (each) costing not less than the amount equal to 80 % of the estimated cost.
05.	Commercial Criteria		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 scheduled Bank is submitted, the requirement given in clause no(b) shall be judged by adding available credit facility and working capital

			<p>taken together.</p> <p>d) Annual audited Financial Report for last three years to be submitted for verification in respect of bidders for whom audit of account 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. Necessary documentary evidence as detailed herein above shall have to be uploaded by the bidder to ascertain the commercial eligibility criteria.</p> <p>Copy of IT returns for last 3 assessment years</p>
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4.2 Financial proposal: The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to quote the rate (on item rate) online through Computer in the space marked in the BOQ. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

5. Cost of Bidding: The Tenderer 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

6. Pre-Bid Meeting:

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

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

8. Bid withdrawal/ modification:

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

9. Opening of tender:

- i) Techno-commercial Proposal will be opened electronically by the officials designated for bid opening from the website stated above, using their Digital Signature Certificate.
- ii) Intending tenderers may remain present if they so desire.

10. Techno-commercial Evaluation of Tender

Evaluation of tenders will be done in the following steps:

Step-1 The Earnest Money Deposit will be examined. The mode and amount of deposit must be in conformity with requirements set forth in the "Earnest Money Deposit" clause, failing which the bid is liable for rejection without opening other covers.

Step-2 Techno-Commercial Evaluation for two-part bidding:

- i) Only those bids meeting the requirements of previous step will be examined and assessed. While evaluation, the officials designated for bid opening may summon of the tenderers and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- ii) The summary list of tenderers, whose bids will be found techno-commercially eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers.

11. Opening and evaluation of Financial Proposal

- i) Financial proposals of the tenderers declared techno-commercially eligible, will be opened electronically on the prescribed date by the officials designated for bid opening.
- ii) The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.
- iii) Evaluated bid-price of all tenderers shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract.
- iv) Conditional rebate, if any, offered by any tenderer shall not be considered in Bid evaluation.
- v) The Tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

12. Revision/withdrawal of Financial Proposal by the tenderer:

After opening of Techno-commercial Proposal of the tender, Revision/withdrawal of Financial Proposal by the tenderer will not be allowed if it is not sought by the Tender Inviting Authority.

13. Acceptance of Tender

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons.

14. Process to be confidential:

- a) After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to tenderers or other persons not officially concerned with such process.
- b) Any effort by a tenderer to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.
- c) Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.

15. Bidder's Site visit : Before submitting the bid, the bidder is encouraged to visit and examine the site and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work. Such site visit shall be at the contractor's own expense, risk and responsibility.

16. Determination of responsiveness :

1. Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document.
2. For the purpose of this clause a substantially responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without material deviation, or reservations. WBSEDCL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
3. If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the bidder by correction.

17. Correction of errors :

1. If there be a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and total price shall be corrected.
2. If there be a discrepancy in figure and word the total amount stated in word shall prevail.
3. The bidder should strike out clearly the portion which is not applicable i.e above/at par/ below in the price sheet. If the same is not followed, the corresponding part(s) shall be considered below the estimated price and evaluation of tender shall be made accordingly.
4. If the percentage rate column is left blank, the bid shall be rejected.

18. TIME SCHEDULE: The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the bidding document.

19. AWARD OF CONTRACT: WBSEDCL will award the contract to the successful bidder whose bid has been determined to be substantially responsive, qualified to satisfactorily perform the contract and evaluated as the lowest bidder.

20. WBSEDCL's Right to accept or reject Bids: The right to accept the tender will rest with the Owner, here WBSEDCL. The Owner, however, does not bind himself to accept the lowest bid, and reserves to itself the authority to reject any or all the bids received without assigning any reason whatsoever. At the option of the Owner, the work for which bids have been invited, may be awarded to one Contractor or may be split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rate of the bidder should hold good for such eventualities. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.

21. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

22. Placement of Letter of Award/Order : After approval of bid evaluation by WBSEDCL, WBSEDCL may, at its sole discretion, invite the successful bidder for a pre-award discussion. After such pre-award discussion and prior to the expiry of validity of bid of the successful bidder, WBSEDCL will notify the successful bidder of acceptance of their bid in writing by issuing a detailed Letter of Award (L.O.A.)/Order (mentioned as L.O.A./Order hereinafter and elsewhere in this bid document) in duplicate. The successful bidder sign and return one copy of the L.O.A./Order to WBSEDCL as an acknowledgement of unconditional acceptance of the same within 7 (seven) days of issue of L.O.A./Order.

23. TAXES, DUTIES AND OTHER LEVIES:

1. The contractor shall be solely responsible for the taxes that may be levied on the contractor's persons or on earnings of any office employee and shall hold the purchaser indemnified and harmless against any claims that may be made against the purchaser. The WBSEDCL does not take any responsibility what-so-ever regarding taxes under Income Tax Act, for the contractor or his personnel. If it is obligatory under the provisions of Income Tax Act, deduction of Income Tax at source shall be made by WBSEDCL.
2. All other duties / levies payable (excluding GST) by the bidder shall be included in the bid price and no claim on this behalf will be entertained by WBSEDCL.
3. GST at specified rate shall be payable / allowable over & above the contract price to the selected bidder having GST registration, GSTIN. GST will be payable as per statute during the pendency of contract.

24. LAWS GOVERNING CONTRACT: The contract shall be binding according to Acts/Laws in force in the country and shall be under the jurisdiction of Calcutta High Court.

- 25. LANGUAGE AND MEASURES:** All documents pertain to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions, drawings or any other writings be written in English language. The metric system of measurement shall be used exclusively in this contract.
- 26. CORRESPONDENCE:** Any notice to the contractor under terms of the contract shall be served by register mail or by hand at the contractor's principal place of business. Any notice to the owner shall be served at the owner's principal office in the same manner.
- 27. CORRUPT OR FRAUDULENT PRACTICE:** WBSEDCL expects that bidders/suppliers/contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the owner defines for the purpose of this provision, the terms set forth below as follows:
1. "Corrupt Practice" means the offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
 2. "Fraudulent Practice" means misrepresentation of facts in order to influence the procurement process of the execution of a contract to the detriment of WBSEDCL 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 WBSEDCL of the benefits of free and open competition.
 3. Will reject a proposal for award if WBSEDCL determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
 4. Will declare a Firm ineligible either indefinitely or for a stated period of time if WBSEDCL determines any time that the firm has engaged in corrupt or fraudulent practices in competition for, or in executing the contract.
- 28. 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.

GENERAL CONDITIONS OF CONTRACT

1. 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 LTD, having its Office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata-700091. The Engineer-in-Charge/Controlling Officer shall mean the Engineer designated by the Company for the purpose of this contract. Company's representative shall mean any person or persons of consulting firm appointed and remunerated by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope.

The Contractor shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successors and permitted assignees.

The "Sub-Contractor" shall mean the person named in the Contract for any part of the works or any person to whom any part of the contract has been sublet by the contractor with the consent in writing of the Engineer-in-charge and will include the legal representatives, successors and permitted assigns of such persons.

Equipment/materials shall mean and include all type of construction equipment & materials etc. required for true and satisfactory completion of the work under this contract.

Workmanship shall mean the method/manner in which the jobs of the different items, whether included in the schedule or not but are required for true & satisfactory completion of the work under this contract, are executed.

General conditions shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto. The terms Services shall mean all works to be undertaken by the contractor as laid down under the head "scope of contract" 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.

Month shall mean calendar month.

"Writing" shall include any manuscript, type written, printed or other statement reproduced in any visible form.

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.

"Date of Contract" shall mean the date on which notification of award of contract/letter of award has been issued.

"Zero Date" will be reckoned as the date of handing over the site.

2. Scope Of Work: Laying of 15.3 KM 33 KV HTUG cable for second source of Nazat 33/11 KV S/Stn from Minakha 132/33 KV Sub-Station to Nazat 33/11 KV Sub-Station through cable trench and micro tunnelling method under Basirhat Division of Kolkata Zone, WBSEDCL.

3. Performance Bond/Security Deposit:

As a contract security the contractor shall have to furnish Performance Bond in the form of Bank Guarantee amounting to 10% (ten percent) of the contract price (to be mentioned in the LOI/Order) to guarantee the faithful performance and security of the contract in accordance with all the conditions and terms stipulated herein. Performance Bond will also have the guarantee for successful and satisfactory performance of the materials supplied/works done under the contract after 3 months from 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.

4. Refund of Performance Bond / Security Deposit: Refund of Security deposit shall be subject to Company's right to deduct/appropriate its dues against the contractor under this contract or any other contract. The Security Deposit for all type of bids shall be released only after satisfactory expiry of the guarantee period and certified as such by the Controlling Officer of the work upon written request by the contractor under following conditions:

1. In case of all Electrical works the defect liability period shall be considered six month or expiry of one full monsoon period, i.e. from June to September whichever is later should be rectified to the satisfaction of the Engineer-in-Charge.
2. All types of Manufacturer's guarantee/warranty wherever applicable are to be issued/revalidated in the name of the owner by the contractual agency. In the case of all Electrical works the defect liability period shall be considered twelve month.

5. Refund of Earnest Money: Earnest money shall be retained initially for all bidders. Refund of earnest money of the unsuccessful bidders shall be made immediately after finalization/placement of order. Earnest money for the successful bidder shall be released after submission & acceptance thereof of performance bond or as per terms of contract.

6. Forfeiture of Earnest Money/Bid Guarantee:

Earnest money/bid guarantee shall be forfeited incase of following:

1. If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.
2. If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
3. In the case of successful bidder, if the bidder fails:
 - a. To accept LOI/Order conditionally and sign contract.
 - b. To furnish contract performance bond as per enclosed profoma.

7. Defect Liability Period:

1. In case of all Electrical works the defect liability period shall be considered six month or expiry of one full monsoon period, i.e. from June to September whichever is later should be rectified to the satisfaction of the Engineer-in-Charge.

2. All types of Manufacturer's guarantee/warranty wherever applicable are to be issued/revalidated in the name of the owner by the contractual agency. In the case of all Electrical works the defect liability period shall be considered twelve month.
3. After completion of defect liability period, and on completion of satisfactory rectification of defects, if any, reported within the defect liability period, and on receipt of the application from the contractor the Controlling Officer of the work shall recommend for refund of the Performance Bond.

8. Manner of Execution of Contract/Agreement :

- a. The successful bidder has to submit acceptance of the order within 10 days from the date of issue of the order. The successful bidder shall be required to execute an Agreement on a non-judicial stamp paper of Rs. 100/- with the company with all related documents for satisfactory execution of the work.
- b. Agreement shall be signed on a date and time to be mutually agreed upon in the office of the Controlling Officer of the work and the same has to be signed by both the parties within 30 days from the date of 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.
- c. The agreement shall be signed in original and five photo copies. The original agreement shall be retained by the Company and a copy will be handed over to the Contractor.

9. Scope of work for micro-tunnelling with HDPE pipe for UG cable laying :

1. The micro-tunnelling work with HDPE Pipe of requisite size by Horizontal Direct drilling (H.D.D.) method may be done for laying of different sizes of UG cables along the route for main crossing point of NH/SH/Metal road/Railway, River/Canal, other Pipelines/installation of different utilities as per direction of Engineer-In Charge. Cost of all materials, labour, hiring charges of tools, plants, machineries etc. transportations, incidentals are to be borne by the contractor.
2. Ground penetrating Radar survey along the proposed micro-tunnelling route for identification of UG services is to be adopted during micro-tunnelling work.
3. Requisite safe drilling inspection pits and test pits, where ever necessary, are to be executed during micro-tunnelling work.
4. Guided boring/ drilling technology is to be used.
5. In horizontal and vertical boring system should be capable up to 10 m below ground level.
6. Depth of boring should be as to clear any UG utilities / obstructions. Minimum depth of boring for road crossing should be 1.65m from the crust level of road. The micro-tunnelling should be at least 2m below the design bed level of the Channel/ Canal.
7. Road or any other detection system should be used for avoiding damage to existing UG utilities like electric cables, water pipelines, sewerage line, Telecom copper cables, Optical fibres, Gas pipe lines etc.
8. The record of depth of laying HDPE pipe through micro-tunnelling below road/other utilities should be maintained at an interval of 5m.
9. Necessary data from the appropriate different authorities for crossing point are to be obtained for micro-tunnelling work with the assistance of WBSACL.
10. Proposed micro-tunnelling diagram with land mark along with depth profile are to be submitted for obtaining approval from the respective utilities before execution. After execution of micro-tunnelling work route profile are to be submitted for record.

10. Standard Specification : The work shall be done in compliance with relevant IS, I.E. Rules, Electricity Act 2003 and other relevant statutory Acts & Rules and their latest modifications. In the event of any dispute between the standard specifications, instruction shall be obtained by the Contractor from the Site-Engineer.

11. General Requirement:

1. The contractor shall execute, complete and maintain the work as per direction of the Controlling Officer/Engineer-in-Charge of the work or his representative
2. **Contractor to submit program schedule:** Within 14 (fourteen) days from the date of issue of letter of intent/order, the contractor shall submit a programme showing the order, procedure and method in which he proposes to carry the work.
3. **Contractor's staff at site:** The Contractor shall provide at site his authorized representative duly approved by the controlling officer (approval may be withdrawn for a person, if necessary). The contractor and/ or his authorized representative is to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on behalf of the contractor) direction and instructions from the Controlling Officer/ Engineer-in-charge or his representative.
4. **Removal of persons employed at site:** The Controlling Officer/ Engineer-in- Charge shall be at liberty to ask the contractor to remove from the site any person, employed by the contractor in the execution of work, who in the opinion of the Controlling Officer/ Engineer-in-Charge misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the work without the permission of the Controlling Officer/ Engineer-in-Charge.
5. **Setting out:** The contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of the work. If any time during the progress of the work any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the work, the contractor on being asked to rectify by the Controlling Officer/ Engineer-in-Charge or his representative shall at his own expense rectify such error to the satisfaction of the Controlling Officer/ Engineer-in-charge.
6. **Protection of work :** The Contractor shall in connection with the work provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary if required by the company or by any competent authority for the protection of the work or for the safety and convenience of the public or others.
7. **Care of works:** From the commencement to the completion of the works, the Contractor shall take full responsibility for the care of permanent works, therefore and of all temporary works and in case of any damage, loss, or injury to works or to any part thereof or any temporary works due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the works

shall be in good order and condition and in conformity in every respect with the requirements of the contract. The contractor shall take every practicable precaution not to damage or to cause injury to any adjoining or other properties or to any persons. However even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.

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

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

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

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

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

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

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

15. DEDUCTIONS OF PROVIDENT FUND & REMITTANCE THEREOF IN RESPECT OF CONTRACT LABOURERS:

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

16. VARIATION, OMISSION, and ADDITION & ALTERATION:

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

17. MEASUREMENTS AND TERMS OF PAYMENT:

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

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

3 In the event of failure on the part of the contractor to attend or send his authorized representative after receiving the information to countersign or record objection within a week from the date of measurement, the measurement taken by the Engineer-in-charge/controlling officer or his authorized representative shall be taken to be correct measurement of the work done.

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

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

18. COMPLETION OF CONTRACT: All works under the contract must be completed within 45 days from the date of handing over the site. It is to be noted that time is the essence of the contract and any default on the part of the contractor to complete the work within

the stipulated date/dates aforesaid or within the time as may be extended in writing by the controlling officer subject to the payment of liquidated damages, the company shall have the right, without prejudice to any other clauses, to terminate the contract forthwith and to take possession of balance work/ materials and have the same allotted to any other agency and the contractor shall be liable to compensate the loss that may be occasioned to the Company on that account. Any letter in writing by The Controlling Officer shall be treated as conclusive on behalf of the Company.

19. DEFECTIVE MATERIAL : If in the opinion of the Engineer-in-Charge/ Controlling Officer, 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 work, 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.

20. MATERIAL AND WORKMANSHIP: All the work 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/ Controlling Officer.

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

22. LIQUIDATED DAMAGES:

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

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

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

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

23. DEDUCTION OF TAXES AND CESS FOR BOCWWC ACT, 1996: On submission of invoices deduction on Taxes and BOCW cess will be applicable as per statute during the pendency of contract. TDS will be deducted as per statute of Income Tax Act 1961. TDS on GST will be applicable as statute. BOCW cess will be deducted as per statute of BOCW Act.

24. FORCE MAJEURE: The Contractor shall not be liable to pay any liquidated damage for delay/failure to perform the contract for reasons of force majeure such as acts of the public enemy, acts of Governments, fire, flood, epidemics, quarantine restriction, strikes, freight embargos and provided that the contractor shall within 10(ten) days from the beginning of such delay notify the Company in writing of the cause of delay. The Company shall verify the facts and grant such extension as found to be justified without imposing liquidated damage. The department shall not be responsible or liable to pay any compensation for any interruption in your work at the site due to strike, lockout, riot earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. The department shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work.

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

26. ENGINEERS DECISION: Controlling Officer's decision is final in respect of all matters which are left to the decision of the Controlling Officer including the granting or with-holding of certificates. If, in the opinion of the contractor, a decision made by the Controlling Officer is not in accordance with the meaning and intent of the contract, the contractor may file with the Controlling Officer,

within 7 (seven) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Controlling Officer's decision and the decision shall become final and binding.

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

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

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

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

SERIOUS INJURIES:

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

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

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

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

30. RISK PURCHASE:

Timely delivery of equipment's / materials as mentioned in the purchase order shall be deemed to be of the essence of the contract and if the supplier fails to deliver / dispatch or unable to execute the contract within the period mentioned as per contract prescribed in the said purchase order, the purchaser shall be entitled to purchase such consignment / work from the alternative source. The company will have the right to complete the incomplete work from the alternative sources at the vendors risk, responsibility and cost or to cancel the contract. If any extra cost incurred in the completion of work from alternative source the same to be recovered from the Security Deposit / Bank Guarantee or from other deposits. Again, if the value of the work under risk purchase exceeds or if any loss or damage which the purchaser may sustain by reason of such failure on the part of the supplier then supplier shall be liable to compensate also. If there is a failure to execute the contract fully / partly, WBSEDCL reserves the right to forfeit Earnest Money deposit/cash security to the extent of loss so suffered by the WBSEDCL on risk purchase or otherwise, and may deduct the additional amount, if any, so incurred by the Company from other claim / bill lying with the WBSEDCL. The same needs to be recovered, if necessary, by due legal process.

taken over by the Company the contractor shall also be liable for and shall indemnify the Company in respect of all injury to person or damage to property resulting from the negligence of the contractor or his workmen or sub-contractor or from defective workmanship etc.

31. CURRENCY OF CONTRACT: Currency of Contract will be in INR.

32. TRANSIT INSURANCE: Transit Risk Insurance for the equipment from the point of despatch to destination consignee store will be arranged by the supplier.

33. e- WAY BILL: Supplier shall be responsible for e way bill in respect of the Contract & a copy of same shall be enclosed with the invoice while claiming payment.

34. CANCELLATION/ TERMINATION OF ORDER (if placed):

Timely delivery of equipment as stipulated in the purchase order shall be deemed to be of the essence of the contract. The Company reserves the right to repudiate the contract if the above period is not strictly adhered to. In the event of failure in effecting the desired supply and delivery of the above equipment within the stipulated due date, the order may be cancelled on submission of necessary notice

in this regard and fresh order may be placed on the next higher bidder or on any other bidder, as a result of which the extra cost thus liable to be incurred shall be realized from the original supplier's pending bills which may be lying with the WBSEDCL.

35. PAYING AUTHORITY: The Manager (F&A), Basirhat Division, WBSEDCL, will be the Paying Authority.

36. SUPERVISING OFFICER: The D.E.(Tech), Bashirhat Division will be the Supervising Officer.

37. CONSIGNEE: The Store In charge, Bashirhat Division, will be the Consignee.

38. CONTROLLING OFFICER: The Divisional Manager, Bashirhat Division will be the Controlling Officer.

**Addl. C.E. & Zonal Manager
Kolkata Zone
WBSEDCL**

APPLICATION FOR TENDER

To
The Zonal Manager,
Kolkata Zonal Office, WBSEDCL
19/A, British Indian Street, 3rd floor,
Kolkata–700069.
E-mail: zm.kolkata@wbsedcl.in

NIT NO: ZMK/Electrical/.....

Dated.....

Dear Sir,

Having examined the Statutory, Non-statutory & NIT documents, I/we hereby like to state that I/we willfully accept all your terms and conditions and offer to execute the work as per Tender No. stated above. I/We also agree to rectify/replace the defective materials within warranty period at my own cost and responsibility, whenever it is detected, in the equipment / materials to the satisfaction of the purchaser in conformity with the conditions of contract, specifications, bill of quantities and addenda.

Dated this _____ day of _____ 202____

Full name of applicant: _____

Signature: _____

In the capacity of: _____

Duly authorized to sign bids

For & on behalf of (Name of Firm): _____

(In block capitals or typed)

Office address:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

.....
SIGNATURE OF THE TENDERER WITH OFFICE SEAL.

Form - I

DECLARATION SHEET

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

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

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

Signature of Tenderer

Postal address of the Tenderer

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 concerned M/s which is participating in the Tender 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 participating in the Tender 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 bid and if the bid has resulted in a contract, the contract is liable to be terminated.

Signature with date & seal of the Bidder

Form -III

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 inviting Authority for verification in support of his eligibility)

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

1. Tender for New installations of lighting arrangements i.r.o. yard lights & in house lights at Chinsurah Zonal Store under Kolkata Zone, WBSEDCL against Tender Notice No.
2. None of the Partners of our firm is relative of employee of WBSEDCL.
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, WBSEDCL 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 with Seal

Dated-----

Form – IV

FORMAT OF LETTER OF BID

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

To
The Tender inviting Authority,

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 with Seal

Dated-----

**PROFORMA OF BANK GUARANTEE FOR BID
GUARANTEE**

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

Ref.....

Bank Guarantee No.

Date.....

To
The
.....
.....
West Bengal

Dear Sirs,

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

We, the.....Bank (Name) at.....(address) having our Head Office at..... guarantee and undertake to pay immediately on demand by West Bengal State Electricity Distribution Company Ltd., the Amount of..... (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

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

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

In witness where of the Bank, through its authorized office, has set its hand and stamp on this.....day of20.....at

.....
WITNESS

.....
(Signature)
.....
(Name)
.....
(Official Address)

.....
(Signature)
.....
(Name)
.....
(Official Address)

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

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
(To be executed in non-judicial stamp paper of Rs. 100.00)

Ref.....

Bank Guarantee No.....

Date :

To

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

West Bengal

Dear Sirs,

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

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

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

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

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs. and it shall remain in force upto and including**(day/month/ year) and shall be extended from time to time for such period as may be desired M/s.....on whose behalf this guarantee has been given.

Unless a demand or claim is lodged on us within and including*(day/month/year) we shall be discharged from all liabilities thereafter.

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

WITNESS

..... Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Official Address)
Attorney as per Power	
of Attorney No.	
Date.....	

- * Till 3 (three) months after the validity of the Bank Guarantee.**
**** Upto 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 percents) of the Contract Price. The performance Bank Guarantee/Security Deposit Bank Guarantee shall be valid as per terms of contract. A period of three (3) months should be added as claimed period from the last date of validity of the Bank Guarantee.

SPECIMEN COPY OF INDEMNITY BOND

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

BY THE PRESENT INDEMNITY BOND EXECUTED by me/us on thisDay of20..... I/We having Registered Office/residing at

..... (herein after called "OBLIGOR/ OBLIGORS" which expression shall mean and includes my/our successors legal representatives, assigns) do hereby binds myself /ourselves and also our company/firm

after having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited a government company within the meaning of sec. 617 of the Company's Act, 1956 having registered office at 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/OBLIGORS has/have been awarded to execute the job/works under letter no.....dated issued by the OBLIGEE after having observing necessary formalities, the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job/works will be/likely to be done in places covered under Employees' State Insurance Act (ESI) and/or the Employee Compensation Act, 1923 (W. C. Act) and/or other laws relating to the Labour Management and Welfare.

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

Now this indenture witnesses that I/we the OBLIGOR/OBLIGORS do hereby undertake:-

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGORS.
2. THAT the OBLIGOR/OBLIGORS will take/adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT the OBLIGOR/OBLIGORS undertakes/undertake to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or non-managerial or any other capacity in the area covered under Employee' State Insurance Act, 1948 who has/have insurance coverage within the meaning of Employees' State Insurance Act and further undertakes NOT to engage any person in the area covered under Employees State Insurance Act., who does / do not has / have insurance coverage within the meaning of Employees' State Insurance Act, 1948.
4. That the OBLIGOR/OBLIGORS further undertakes/undertake to engage only those labour, worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act 1948, who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGOR / OBLIGORS.
5. THAT the OBLIGOR/OBLIGORS undertakes/undertake to Indemnify and keep harmless the OBLIGEE from all claims, action, proceedings and of risk, damage, danger to any person whether belonging to/or not belonging to OBLIGOR / OBLIGORS.
6. THAT the OBLIGOR/OBLIGORS shall keep harmless the OBLIGEE from all claims, compensation, damages, any proceedings in respect of any of its employee/workmen under the Employee Compensation Act. Act or any other laws for the time being in force.
7. THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Employee Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGORS is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGORS.
8. THAT, if at any time, due to exigency, the OBLIGEE i.e. the West Bengal State. Electricity Distribution Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGOR/ OBLIGORS or for any other reason, the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR/OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR/OBLIGORS.
9. THAT the OBLIGOR/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.

SIGNED AND DELIVERED BY
THE OBLIGOR/OBLIGORS

Signature

WITNESS:

1) Name, Designation

Signature

2) Name, Designation

Signature

Annexure-V

PROFORMA OF AGREEMENT

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

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

AND

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

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

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

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

NOW THERFORE, The Company and the Contractor agree as follows:

1. The Contractor agrees to undertake the work of..... "as per Letter of Award no dt referred to above.
2. The Company agrees to pay the contractor as per the Letter of Award no dt..... referred to above.
3. Both the Contractor and the Company 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.

SIGNED, SEALED AND DELIVERED

.....
Contractor
.....
Witness
.....
Witness

.....
Company
.....
Witness
.....
Witness