West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)
24 Parganas (South) Region
Administrative Building (1st Floor), Kulpi Road, Padmapukur,
P.O.: Baruipur, Dist.: South 24 Parganas PIN-700144

WBSEDCL

Phone no-(033)2423 0340, (033)2423 0131,Fax-(033) 2423 0340,
E-Mail: rm.south24pgs@wbsedcl.inWebsite: www.wbsedcl.in
Registered Office: "Vidyut Bhavan", Block – DJ, Sector – II, Bidhannagar, Kolkata – 700091,
Corporate Identity Number (CIN): U40109WB2007SGC113473.

NOTICE INVITING e-TENDER

NIT No. : RM/S24PGS/E-Tender/2025-26/E- 164 **Date: 25.02.2026**

The Regional Manager, 24 Parganas(S) Regional Office, WBSEDCL, invites e-Tender (on Item Rate Template) for the work detailed below :- (Submission of Bid through online)

Sl No	Name of Work	Tendered Amount (Rs)	Earnest Money Deposit(EMD) Rs.	Period of Completion	Name & address of the Concerned Office
01.	Laying of 3C 33 KV 400 sq mm XLPE UG cable by Micro tunneling and Cut & Cover from Beledurganagar GSS to Existing 33 KV OH line Joynagar-Jamtala(33 KV Source-02nos, 01 nos for Joynagar SS and another for Jamtala SS) under Joynagar Division in the Jurisdiction of South 24 Parganas Region,WBSEDCL	7371002.00 (Seventy three lakh seventy one thousand two only)	147500.00 (One lakh forty seven thousand five hundred only)	60 (Sixty) days	Office of the Divisional Manager, Joynagar Division, WBSEDCL, Baharu, near Joynagar BDO-I Office,Joynagar, South 24 Parganas PIN-743372 Mail ID- dm.joynagar@wbsedcl.in

1. Intending Bidders shall login to the e-Procurement portal of Government of west Bengal https://wbtenders.gov.in using his login Id and password
2. 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 depositing DD/Pay Order to the tender inviting authority.
3. E-tender portal is maintained by NIC and payment gateway facility available in e-tender portal is maintained by ICICI Bank.
4. Facility for collecting EMD via offline mode has been discontinued in e-tender portal as per order.
5. As per the procedure defined for online collection in e-tender process, EMD amount deposited by bidders 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 bidders automatically from NIC portal after completion of tendering process.
6. For technically rejected bids, EMD amount will be automatically returned to bidders after the bid is technically rejected in e-tender portal.
7. Payment status of bids submitted against NIT's will be available in MIS reports provided in e-tender portal maintained by NIC.
8. Successful bidder (s| shall have to create vendor id through WBSEDCL web portal vendor corner, if not created earlier.

9. The bidder 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 pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the prefilled information to make RTGS/NEF-I payment using his bank account. Once the payment is made, the bidder 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, bidders 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.

10. General Instructions for Online Payment:

a. The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment.

b. Status of NEF-I/RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid anv complicacy.

c. In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders 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 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.

11. Refund/ Settlement of EMD Amount:

a. For unsuccessful bidders, 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 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/ l3 since payment gateway facility used by E-tender portal is maintained by ICICI.

12. Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed by the bidder through the website https: //wbtenders.gov.in. (Details of which has been narrated in 'Instruction to Bidders'). Technical document and financial bid should be submitted online on or before as per the 'Date &Time Schedule' stated in Sl. No.-17

13. Eligibility criteria for participation in tender:

i) TECHNICAL ELIGIBILITY CRITERIA :-

Bona fide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking organizations, Govt. Enterprises etc. who have, Successfully completed similar nature of work under the authority of State/Central Government, State/Central Government undertaking Organizations, Govt Enterprise during last 03 (Three) years as prime contractor, subject to fulfilment of the following criteria:

One similar completed works of costing not less than the amount equal to 50% of the estimated cost.

ii) COMMERCIAL ELIGIBILITY CRITERIA:-

Annual audited Financial Report for last **3(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 for last **3(Three)** years .

**Necessary documentary evidence as detailed herein above shall have to be uploaded by the bidder to ascertain the commercial eligibility criteria.

iii) **Statutory Requirement**:-

a) Work order/ L.O.A /P.O i.f.o. the Contractor/Agency & completion certificate

b) GST registration details

c) Trade License in respect of the prospective Bidder, Proprietorship Firm (Valid Trade License), Partnership Firm (Partnership Deed, Valid Trade License), Ltd Company (Incorporation certificate ie MOA and AOA, Valid Trade License), Co-operative Society (Society Registration copy, Valid Trade License).

N.B: Any MOU/Temporary Agreement/Joint Ventures/Consortium/ Any other arrangement to constitute an Entity having no statutory Registration Certificates (Non-Permanent Establishment) beyond the above-mentioned entities for the purpose of applying as prospective bidder will not be considered as valid document. Electrical contractor's license and Supervisory license with validity

d) E.S.I. registration certificate with last month challan copy(for execution of works in ESI coverage area)

e) EPF Registration Certificate and challan copy for the last month.

f) Electrical contractor's license and Supervisory license with validity

g) Professional tax paid certificate

h) PAN Card and Copy of I.T return for last three financial years.

i) Performance as prime contractor for execution of similar nature of work for last 5(Five) years.

j) Information regarding any past and current litigation with WBSEDCL/WBSETCL/Govt./PSU in which the bidder is involved, the party is concerned and disputed amount, if any.

14. 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 the Technical Bid will be displayed in the website.

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

16. Bid Validation: Bid shall remain valid for a period not less than 180 (one hundred eighty) days after date of Bid opening of tender. If the bidder modifies/withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of earnest money deposit (EMD).

17. Date and Time Schedule:

Sl.No.	Particulars	Date & Time
1.	Date of uploading of NIT & other Documents (Publishing Date)	**06.03.2026 at 11.00 hrs**
2.	Documents download start date	**06.03.2026 at 11.00 hrs**
3.	Pre bid meeting	**09.03.2026 at 11.00 hrs**
4.	Bid submission starting date	**10.03.2026 at 15.00hrs**
5.	Bid submission closing date	**24.03.2026 at 15.00 hrs**
6.	Techno-commercial bid opening date	**27.03.2026 at 15.00hrs**

18. Specification of Work: The work should confirm to WBSEDCL's general conditions of contract, standard specification, approved drawing of the WBSEDCL satisfying relevant provisions of I.E. rules.

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

20. Safe Custody of WBSEDCL's Property: You shall be entirely responsible for all the materials issued to you for the works and the executed portion of work till it is officially taken over by the WBSEDCL. It is your responsibility to keep the policy alive throughout the desired period by timely and adequate payment of premium.

21. Penalty for delay in Completion:

21.1 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 0.143% of the contract value of works for each calendar day of delay or part thereof of delay subjected to Force Majeure.

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

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

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

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

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

27. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.

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

29. The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tender(s) or to split the whole work to more than one contractor without assigning any reason whatsoever.

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

31. a. **The Divisional Manager, Joynagar Division, WBSEDCL shall act as Controlling Officer.**

31. b. Supervising Officer: The DE/AE Tech, Joynagar Division, WBSEDCL

32. Paying Authority: The Assist. Manager (F&A), Joynagar Division will be the paying authority.

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

34. The intending Bidder(s) required to quote the rate (on Item Rate Template) inclusive all taxes and put to tender online considering that no escalation and / or price adjustment will be allowed by the department under any circumstances (exclusive service tax).For Electrical Works the intending Bidder(s) are required to quote rates including cost of cement, sand, brick bats, brick ballast, all sort of M.S. and G.I. Nuts, Bolts, Studs and Washers of approved brand and quality, Cable socketing of Cables, Eye Bolts etc.

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

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

INSTRUCTION TO BIDDERS

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

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

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

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

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

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

***Opening* of Technical proposal:** Technical proposals will be opened by the Regional Manager, 24 Parganas(S) Regional Office, WBSEDCL, Administrative Building (1st Floor), Kulpi Road, Padmapukur,P.O.: Baruipur, Dist.: South 24 Parganas WBSEDCL and his authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).

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

***Opening* of *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.
The above 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) Copy of I.T. return for last 3 (three) financial years. c) GST registration No., GSTIN, HSN Code & SAC Code d) Professional Tax Paid Certificate e) EPF registration certificate with challan copy of last month. f) E.S.I Registration with challan copy of last month. g) Self attested copy of Electrical Contractor's License with validity. h) Self attested copy of Electrical Supervisor's Certificate with validity.
02.	Company Detail(s)	Company Detail	Trade License in respect of the prospective Bidder, Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License) Ltd Company (Incorporation certificate, Trade License)
03.	Credentials	Credential	Bona fide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking organizations, Govt. Enterprises etc. who have, Successfully completed similar nature of work under the authority of State/Central Government, State/Central Government undertaking Organizations, Govt Enterprise during last 03 (Three) years as prime contractor, subject to fulfilment of the following criteria: One similar completed works of costing not less than the amount equal to 50% of the estimated cost.
04.	Financial Information	Financial Information	k) Copy of IT returns for last 3 financial years. l) Annual Audited Financial Report for last 3 years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whose Audits of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures for last 3 years. [Non-statutory documents] m) In case documents certifying credit facility from a scheduled bank is submitted, the requirement shall be judged by adding available credit facility and working capital taken together.
05.	Earnest Money	Earnest Money	Scanned copy of Bank Draft / Pay Order.

- 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 viz. Annexure-I (declaration of submitted documents), Annexure-II (Bid Proposal), Annexure-III (declaration by the tenderer), Annexure-IV (Proforma of declaration of Black Listing/Holiday Listing) etc.
- If there is no deviation from the bid, the Annexures should be stroked out and signed with seal of the Company before uploading the bid document.
- Price bid should contain the priced "Bill of Quantities" (BOQ) in one cover (folder). Bidder is to quote the rate on 'Item rate template' in BOQ.

7. COST OF BIDDING: The Bidder shall bear all cost associated with the preparation and submission of their bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

8. CLARIFICATION OF BIDDING DOCUMENT : Should there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBSEDCL, marked to the Regional Manager, 24 Parganas(S) Regional Office, WBSEDCL, Administrative Building (1st Floor), Kulpi Road, Padmapukur,P.O.: Baruipur, Dist.: South 24 Parganas
WBSEDCL within the date specified for this purpose. The clarification given in the pre-bid discussion shall be final and binding on the bidder.

9. BID PRICES:
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 this contract.
b. Prices indicated in the schedule of prices deemed to **'Without Tax'** but include all the levies/duties/taxes/cess & all other incidentals payable as per statute. GST shall be paid extra as per statute.

10. PROCESS TO BE CONFIDENTIAL:
10.1 After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
10.2 Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.

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

12. EVALUATION AND COMPARISON OF BIDS:
12.1 On examination of document submitted under different covers WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.
12.2 Evaluation of bid will include and will take into account:
12.2.1 Cost of construction/erection including taxes & duties etc. but excluding GST.
12.2.2 The owner shall evaluate and compare only the bids (Item rate BOQ) determined to be substantially responsive.
12.2.3 The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document also.
12.2.4 Evaluated bid price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract if satisfied all requirements.
12.2.5 Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
(i) Opening of Technical proposal: Technical proposals will be opened by the Regional Manager, 24 Parganas(S) Regional Office, WBSEDCL, Administrative Building (1st Floor), Kulpi Road, Padmapukur,P.O.: Baruipur, Dist.: South 24 Parganas WBSEDCL and his authorized representatives electronically from the web site stated using their Digital Signature Certificate (DSC) only who have submitted cost of tender and EMD in offline mode within scheduled date and time. 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. Summary list of technically qualified bidders will be uploaded online. Pursuant to scrutiny & decision of the Department, the list of eligible bidders will be uploaded in the web portal.
(ii) Techno-commercial Evaluation : On examination of documents submitted under different covers WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step. WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive. The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document. Evaluated bid price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
(iii) Opening and evaluation of Financial Proposal: Financial proposals of the tenderers declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date. The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time. After opening of the financial proposal the preliminary summary result containing inter alia, name of bidders and the rates quoted by them will be uploaded. The Tender Accepting Authority may ask any of the tenderers to justify the rate quoted by that tenderer.

13. TAXES, DUTIES AND OTHER LEVIES:

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

b. All other taxes/duties/levies/cess payable by the bidder shall be included in the bid price and no claim on this behalf will be entertained by the owner.

14. LAWS GOVERNING CONTRACT: The contract shall be construed according to acts/laws in force in the country and shall be under the jurisdiction of Calcutta High Court.

15. 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.

16. CORRUPT OR FRAUDULENT PRACTISE: WBSEDCL expects that bidders/contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the owner defines for the purpose of this provision, the terms set forth below as follows:

16.1 **"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

16.2 **"Fraudulent Practice"** means misrepresentation of facts in order to influence a procurement process of the execution of a contract to the detriment of the owner, and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial no-competitive levels and to deprive the owner of the benefits of free and open competition.

16.3 WBSEDCL Will reject a proposal for award if the owner determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.

16.4 Will declare a Firm ineligible either indefinitely or for a stated period of time if owner any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

17. INSURANCE: The successful Bidder on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law to protect the interests of WBSEDCL against all perils. The form & the limit of such insurance together with underwriting in each case shall be acceptable to WBSEDCL. However, irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be Bidder's alone.

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

19. PENALTY FOR SUPPRESSION / DISTORTON OF FACTS: If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tender committee will take actions deem fit against such defaulting Bidder. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time the prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

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

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

22. AMENDMENT OF BIDDING DOCUMENTS:

a. At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing amendments. Any such amendment shall be part of the bidding document.

b. Such amendment(s) will be published on the same website mentioned above. Owner will bear no responsibility or liability arising out of non- pursuance of the same in time or otherwise by the bidder. In order to afford prospective bidders reasonable time in which to take the amendment in to account in preparing their bids, the owner may, at its discretion, extend the deadline for submission of bids. Such amendments, clarification etc. shall be binding on bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bids.

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 DIST RIBUTION 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.
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 3C 33 KV 400 sq mm XLPE UG cable by Micro tunneling and Cut & Cover fro Beledurganagar GSS to Existing 33 KV OH line Joynagar-Jamtala(33 KV Source-02nos, 01 nos for Joynagar SS and another f Jamtala SS) under Joynagar Division in the Jurisdiction of South 24 Parganas Region,WBSEDCL

3. **SUBMISSION OF TENDER:** Please refer to sl. No6 of Instruction to Bidders.

4. PERFORMANCE BOND/SECURITY DEPOSIT In respect of successful Bidder, the Earnest Money deposit on acceptance of Tender shall be converted as a part of the Security Deposit. The successful bidder shall have to submit balance Earnest money, if required, to make the initial Security money amounting to 2% of the contract price after placement of Letter of acceptance/Letter of award within specified period. Balance of Security Deposit equivalent to 10% (Ten percent) of contract amount shall be realized by recovering from the progressive bill @ 8% (Eight percent) of the amount of each such bill. In all cases the amount of recovery of the Final Bill will be so adjusted as to make the total amount of Security Deposit equivalent to 10% (Ten percent) to the value of work so executed. 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 tendered amount before placement of Award of Contract.

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

5. 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 defect liability period.

6. FORFEITURE OF EARNEST MONEY/ BID GURANTEE for Successful Bidder: Earnest money/Bid guarantee shall be forfeited in case of following:
6.1 If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.
6.2 If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
6.3 In case of successful bidder fail to accept LOI/Order unconditionally.

7. DEFECT LIABILTY PERIOD

7.1 The term "defect liability period" shall mean the period of **twelve (12)** months from the Date of completion of the work. If any defect is found within the defect liability period the contractor shall be liable to rectify/replace the materials at their own cost and responsibility.

7.2 Defects/rectification work so notified shall have to be attended and completed satisfactorily within the specified date or as deemed fit by the Controlling Officer. For faithful & due fulfilment of all obligations, this defect liability period shall be covered by Security Deposit submitted by the contractor.

7.3 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 will recommend release of security deposit.

8. MANNER OF EXECUTION OF CONTRACT AGREEMENT

The successful bidder has to submit acceptance of the LOI/order within **10(ten)** days from the date of issue of the Letter of Intent/order.

9. GENERAL REQUIREMENT

9.1 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

9.2 **Contractor to submit programme:** 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.

9.3 **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.

9.4 **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.

9.5 **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.

9.6 **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.

9.7 **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 any public/private utility 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 from public/private units as may be required.

9.8 **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.

9.9 **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.

9.10 **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.

9.11 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.

10. CHANGE OF QUANTITY: The quantity mentioned in the schedule of work is provisional. The company reserves the right to vary the quantities as may be necessary but such variation shall be limited to ±25%(plus or minus twenty five percent) of the contract price. Payment shall be made as per execution.

11. 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.

12. 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.

13. 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.

14. DEDUCTIONS OF PROVIDENT FUND & REMITTENCE 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.

15. 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 ± 25% (plus or minus twenty five percent) of the contract price. Payment shall be made as per actual execution.

16. MEASUREMENTS AND TERMS OF PAYMENT :

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

17. COMPLETION OF CONTRACT: All works under the contract must be completed by 60 days. 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.

18. 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.

19. 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.

20. 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.

21. LIQUIDATED DAMAGES:

21.1 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 0.143% of the contract value of works for each calendar day of delay or part thereof of delay subjected to Force Majeure.

21.2 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. QUALITY OF WORK/MATERIAL AND MODE OF MEASUREMENT: As regards to the specification of materials, execution of work and the mode of measurement relevant stipulation of P.W.D & LOA (tender rates) applicable at site of work in this respect shall be applicable. The Contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing and measurements at his own cost.

24. DEPARTMENTAL MATERIALS: Departmental materials shall not be issued to the contractor for the work except under special circumstances.

25. DEDUCTION OF TAXES AND CESS FOR BOCWWC ACT, 1996: If it is obligatory under the provision of Income tax Act 1961 and West Bengal VAT Act 2003 (VAT on works contract) to deduct tax at source then the same will be deducted from the bills as applicable.

26. 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.

27. 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 form 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.

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

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

30. SETTLEMENT OF DISPUTES: All disputes concerning question of 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

31. 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.

32. RISK PURCHASE: In the event of failure of the contractor to execute the work timely and/or to the satisfaction of WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD., the order/Letter of Award may be terminated prematurely and the balance work may be got done through any other agency at risk and cost of the contractor.

Sd/-
Regional Manager
South 24Parganas Region
WBSEDCL

Enclosure:

1. **ANNEXURE –I**-Declaration of submitted documents
2. **ANNEXURE –II** Letter of Bid
3. **ANNEXURE –III** DECLARATION BY THE TENDERER
4. **ANNEXURE –IV** Proforma of declaration of black listing holiday listing
5. **ANNEXURE –V** Specimen copy of Indemnity Bond
6. **ANNEXURE –VI** Proforma of Agreement

Memo no.: **RM/S24PGS/E-Tender/2025-26/E-** 164(1-5) **Date:** 25.02.26

01. The ACE & Zonal Manager, Zonal Office, Kolkata, WBSEDCL.
02. The Divisional Manager, Joynagar Division, WBSEDCL.
03. The Manager (F&A), 24-Pgns(S) Region, WBSEDCL.
04. The Manager (HR&A), 24-Pgns(S) Region, WBSEDCL.
05. Copy for tender file/Office copy.

25.2.26.
Regional Manager
South 24Parganas Region
WBSEDCL

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_____

ANNEXURE-II

Format of Letter of Bid

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

To.
The Tender Committee

Sub : Letter of Bid for the work

_____

_____

_____

Ref : 1. NIT No_____dated_____

2. Tender Id No_____

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

This Bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us.

We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

Signature of the Tenderer

Dated_____

ANNEXURE-III

Dated:_____

DECLARATION BY THE TENDERER

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

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

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

_____

Signature of Tenderer

_____

Postal address of the Tenderer

ANNEXURE-IV

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

Annexure - V

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

BY THE PRESENT INDEMINITY BOND EXCUTED by me/us on this Day of ..... I/We having Registered Office / residing at. (hereinafter called "OBLIGOR/OBLIGATOR" which expression shall mean and includedmy/ourSuccessorslegalrepresentatives,assigns)doherebybindsmyself/ourselvesandalsoourCompany/firm ..... after having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited. West Bengal State Electricity Transmission Company Limited, a government Company within the meaning of sec.617 of the Indian Company's act having registered office at Vidyut Bhavan, block-DJ,Sector-Il, 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 Workmen 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 INDENTUREWITNESSTHAT I / We the OBLIGOR/OBLIGATOR do here by 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 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 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 Workmen Compensation Act. Act or any other laws for the time being in force.
7. THAT if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGATOR has not complied with/ guidelines formalities within the meaning of Employees' State Insurance Act or Workmen Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGATOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default OBLIGOR/OBLIGATOR.

8. THAT,if at any time due to exigency, the OBLIGOR/OBLIGATOR i.e. the West Bengal State Electricity Distribution Company Limited / West Bengal State Electricity Transmission 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 theOBLIGEE.
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 this .....Date of .....in the year.....

between West Bengal State Electricity Distribution Company Limited having its Head Office at VidyutBhavan, 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 PARTAND

.....hereinafterreferredtoas 'CONTRACTOR' (whichexpressionshallunlessexcludedbyorrepugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS WBSEDCL invited tenders vide Tender Notice No.....Date ..... (annex ed

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, WBSEDCLacceptedthesaidtendersubmittedbythecontractorandplacedorderno.....

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	WBSEDCL
Witness:	Witness:
1.....	1.....
2.....	2.....