

West Bengal State Electricity Distribution Company Limited
(A Govt. of West Bengal Enterprise)

OFFICE OF THE DIVISIONAL MANAGER
BIDHANNAGAR - II DIVISION
Prafulla Kanan, Krishnapur, Kolkata – 700 101
Contact : +91 92309 61560 (CUG)
E-mail Id : dm.bidhannagar2@wbsecl.in



Registered Office | Vidyut Bhavan,
Block- DJ, Sector- II, Bidhannagar,
Kolkata – 700 091.
Website : www.wbsecl.in
CIN : U40109WB2007SGC113473

NOTICE INVITING E-TENDER

NIT No: BNDDII/ETender/2026-27/03/468

Date: 03.06.2026

The Divisional Manager, Bidhannagar-II Division Office, WBSEDCL, invites e-Tenders only from the bonafide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. (Submission of Bid through online) who have successfully completed similar nature of work :

Name of Work	Tendered Amount (Rs) (Excluding GST)	Price of Tender Document (Rs.)	Earnest Money Deposit (EMD) Rs.	Name & address of the Concerned Office
Cable laying of LTUG line from 315kVA DTR to Feeder Pillar & Feeder Pillar to individual blocks along with other allied works for effecting NSC to the project Greentech IT city Smart home 3 bed at Shikharpur Bajetarf at under Lauhati CCC	Rs. 802483 (Rupees Eight lakhs two thousand four hundred and eighty three only)	NIL	Rs.16050.00 (Rupees Sixteen thousand and fifty Only)	Office of The Divisional Manager, Bidhannagar - II Division, Prafulla Kanan, Krishnapur, Kolkata – 700101.

Terms & Conditions of the E-Tender:

1. Intending bidder should download the tender documents from the website <http://www.wbtenders.gov.in> directly with the help of Digital Signature Certificate. The participating bidders need not to pay any tender fees. The Earnest Money Deposit (EMD) as tabulated above need to be paid by online mode only through e-Tender portal (<https://wbtenders.gov.in>). The qualification in technical bid will be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in the NIT. WBSEDCL shall not be responsible for any delay in receipt of EMD. In case the EMD is not received within the aforesaid period, the bid will be out rightly rejected. Further, if the Price Bid is submitted in offline mode, the bid of the concerned bidder shall also be out rightly rejected.

2. Both **Technical Bid** and **Financial Bid** are to be submitted concurrently, duly digitally signed by the Bidder through the website <https://wbtenders.gov.in>. (Details of which has been narrated in 'Instruction to Bidders'). Technical Document and Financial Bid should be submitted online on or before as per the 'Date & Time Schedule' stated in Sl. No.-04.

3. 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.

Bidders'). Technical Document and Financial Bid should be submitted online on or before as per the 'Date & Time Schedule' stated in Sl. No.-04.

3. 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/ Responsive and Disqualified/ Non-responsive Bidders of Technical Bid will be displayed in the website.

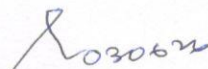
4. Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	10.06.2026 at 11.00 hrs.
2	Documents sell / download start date (online).	10.06.2026 at 11.00 hrs.
3	Pre Bid meeting	10.06.2026 at 12.00 hrs.
4	Bid Submission upload start date (online)	10.06.2026 at 14.00 hrs.
5	Documents sell / download end date (online).	18.06.2026 at 16.00 hrs.
6	Bid Submission upload end date (online)	18.06.2026 at 16.00 hrs.
7	Date for opening of Technical bid (online) for the Bidders	22.06.2026 at 12:00 hrs.
8	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	To be intimated later.
9	Date for opening of Financial Bid (online).	To be intimated later.

• If a Holiday falls on any of the aforesaid scheduled date then scheduled date shall be considered on next working day.

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

Tender Inviting Authority (for WBSEDCL)


Divisional Manager
Bidhannagar-II Division
WBSEDCL

INVITATION FOR BIDS (IFB)

1. ELIGIBILITY CRITERIA FOR PARTICIPATION INTENDER:

i) Bonafide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. who have successfully completed 1 no. similar nature of work having value not less than 80% (Eighty percent) of the estimated cost in a single contract or 2 no. similar nature of work having value not less than 50% (Fifty percent) of the estimated cost in 2 contract or 3 no. similar nature of work having value not less than 40% (Forty percent) of the estimated cost in 3 contract during last 7 (seven) years. Copy of Formal Order/L.O.A of similar nature of work i.f.o. the Contractor/Agency, accordingly copy of Completion and Payment Certificate, and detail communication address along with contact number of the Client should be submitted by the Bidder. Completion Certificate from the concerned Executive Engineer/District Engineer/Divisional Engineer or equivalent rank and above will be treated as valid credential.

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

- a) GST Registration Certificate
- b) PAN Card.
- c) EPF Registration certificate
- d) E.S.I. Registration certificate
- e) Electrical Contractor's License & Electrical Supervisor's Certificate with validity
- f) I.T Return for last three Assessment Years (as 2023-24, 2024-25, 2025-26)
- g) Professional Tax Deposit Clearance Certificate

iii) The intending bidders are required to quote the rate online.

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

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

4. **BID VALIDATION:** Bid shall remain valid for a period not less than 180 (One hundred and 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).

5. EARNEST MONEY:

Clause No. 5.01: - Amount of Earnest Money shall be 2% (two percent) of the estimated value. A bidder desirous of taking part in a tender invited by offices of WBSEDCL shall login to the e-Procurement portal of Government of West Bengal <https://wbtenenders.gov.in> using his login Id and password. Tenderers shall not claim any interest on Earnest Money Deposit. The Permanent Bank Guarantee as maintained in the name of erstwhile WBSEB/WBSEDCL and not received back by the tenderers, if any, will not be applicable.

Earnest Money Deposit (EMD) in e-tendering process will be collected and refunded in online mode through <https://wbtenenders.gov.in> via dedicated bank account maintained at corporate level instead of depositing Bank Draft/Pay Order/Banker's Cheque to the tender inviting authority.

Clause No. 5.02: - Earnest Money will be refunded to the unsuccessful Tenderers after finalization of the tender and in case of successful Tenderers.

In addition to the Security Deposit as mentioned above,

i) Additional Performance Security equal to 10% of the ordered value for bid of the items having variation of (-) 20% to (-) 50% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date

of issuance of the Purchase Order

ii) Additional Performance Security equal to 20% of the ordered value for bid of the items having variation over (-) 50% to (-) 80% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order.

This Security Deposit (i) & (ii) above shall remain valid up to the time of completion of supply of materials, with an additional claim period of further six months.

6. SECURITY DEPOSIT:

i) In respect of successful bidder, the Earnest Money after acceptance of Tender shall be converted as a part of the Security Deposit. The successful Bidder who deposited Earnest Money @ 2% (Two percent) of the estimated amount put to the Tender, balance of necessary 8% (Eight percent) Security Deposit shall be realized by recovering from the progressive 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.

ii) The Performance Bank Security in the form of Performance Bank Guarantee @ 2.5 % each on the ordered value of BOQ should be furnished within a period of 30 days from the date of issue of the order to the paying officer under intimation to the Controlling Officer.

Unconditional and irrevocable Bank Guarantee to be issued by any schedule Bank of India duly approved by Reserve Bank of India in this regard, in which event it would be open to WBSEDCL or its designated Officer to prefer the claim for invocation/encashment of the concerned Bank Guarantee within 06 months from the expiry of the period of such guarantee. Accordingly, there should be a claim period of 6 (six) months in each of the Bank Guarantees from the date of expiry of the validity. The B.G.s are to be extended/revalidated by the supplier to maintain the above time schedule of 3 (three) months & 19 (nineteen) months in general except Energy Meters, Equipments & all types of HT cable & LT AB Cable, 67 (sixty seven) months in case of all types of Energy Meters, and 61 (sixty one) months for Equipments & all types of HT cable & LT Aerial Bunch Cable, for delay in physical delivery due to any reason whatsoever.

The Bank Guarantee should be executed in line with enclosed Proforma and on non-judicial stamp paper of Rs.100/=. The Security Deposit is liable to be forfeited in case of non-compliance of order or failure to complete the order. Order is liable to be cancelled for non-submission of Security Deposit in time with forfeiture of earnest money. No claim shall be made against WBSEDCL in respect of interest on Security Deposit.

Bank Draft/Pay Order for an amount equivalent to 2.5% each on the ordered value against Sl No: 1, 2 & 4 of BOQ of the ordered value will also be accepted in place of Bank Guarantee.

7. SPECIFICATION OF WORK: The work should conform to WBSEDCL's general conditions of contract and satisfying relevant provisions of I.E. Rules.

8. TOOLS & TACKLES: You shall be equipped with reliable sets of tools and tackles in sufficient quantities so as to complete the work entrusted with you as expeditiously as possible.

9. PENALTY FOR DELAY IN COMPLETION:

9.1 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 as 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.

9.2 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.

10. 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. The Bidder need to have necessary electrical license and documents, obtained from appropriate authority to execute work of maintained voltage grade.

11. 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.

12. 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.

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

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

15. 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.

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

17. 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.

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

19. Work Order & Payment of work will be depended on availability of fund.

20. The Divisional Manager, Bidhannagar-II Division, WBSEDCL shall act as Controlling Officer. The Station Manager, Lauhati C.C.C., WBSEDCL shall act as Site Supervising Officer/ Site Engineer. The Manager (F&A), Bidhannagar-II Division, WBSEDCL shall be the paying authority.

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

22. 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.

23. LITIGATION/ARBITRATION AGAINST WBSEDCL:

The bidder should submit the declaration in prescribed format under the Form Folder (Form XI) in their letterhead regarding no legal litigation against WBSEDCL is pending in any court/ Forum against/ by the bidder or its Sister Concern/Director/Partner/Proprietor.

If any type of legal litigation/arbitration against WBSEDCL is pending in any court/Forum against /by the bidder or its sister concern/Director/Partner/Proprietor, then Purchaser reserves the right to reject their bid/termination of the contract.

24. HOLIDAY LISTING :

Every bidder shall, at the time of submission of bid, have to submit a declaration in prescribed format under the Form Folder (Form IX) in their letter head that the bidder has not been placed on holiday list/blacklisted by WBSEDCL/

Statutory/Regulatory/ Government Authorities / State Electricity Utility/PSU. If the bidder is a Proprietary Concern, the Proprietor shall also give a declaration in prescribed format under the Form Folder (Form X) in their letter head at the time of submission of bids that none of the other concerns of which he is a Proprietor or Managing Partner, has been placed on holiday list /blacklist by WBSEDCL/Statutory/Regulatory/Government Authorities/State Electricity Utility/PSU. In case the declaration of a Party indicates that either the Company or a Proprietorship concern of the same Proprietor or a Partnership firm in which the Proprietor is also a Managing Partner has been placed on Holiday/blacklist by WBSEDCL/Statutory/Regulatory/Government Authorities/State Electricity Utility/PSU, the Party shall be put on holiday list and further action as per Clause 8 of ANNEXURE-A HOLIDAY LISTING will be taken. The bidder should submit the declaration in prescribed format under the Form Folder. Bidders who have not submitted declaration of black list or holiday list shall be considered as non-responsive and their Bids shall be rejected.

-----End of IFB-----

INSTRUCTION TO BIDDERS (ITB)

(A) Guidelines for E-Tendering:

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 on logs on to the website mentioned in clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

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

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

6.1 Technical proposal:

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

6.1.1 Statutory Cover file Containing:

- a) Scanned copy acknowledgement in regard to payment of Earnest Money Deposit through online mode.
- b) Notice Inviting E-Tender (NIT)
- c) Addenda/Corrigenda: if Published

6.1.2 Non Statutory / Technical Document Cover file Containing:

- i. GST registration certificate
- ii. PAN Card
- iii. EPF registration certificate
- iv. E.S.I. registration certificate
- v. Electrical Contractor's License & Electrical Supervisor's Certificate with validity
- vi. Requisite Credential Certificates as mentioned earlier
- vii. I.T Return for last three Assessment Years (2023-24, 2024-25 and 2025-26)
- viii. Professional tax deposit challan for last months
- ix. Declaration of the bidders as per attached formats

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

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

Click the check boxes beside the necessary documents in the My Document list and then click the tab

“**Submit Non Statutory Documents**” to send the selected documents to Non-Statutory folder. Next Click the tab “**Click to Encrypt and upload**” and then click the “**Technical**” Folder to upload the Technical Documents.

6.1.4. **Opening of Technical proposal :** Technical proposals will be opened by the Divisional Manager, Bidhannagar-II Division, WBSEDCL, DP-8, Sector-V, Salt Lake City, Kolkata-700091 and his authorized representative electronically from the web site stated using their Digital Signature Certificate(DSC) in the following manner:

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

Sl. No.	Category Name	Sub-Category Description	Details
01.	Certificates	Certificates	<ol style="list-style-type: none"> a) PAN Card. b) I.T Return for last 3 assessment years (2023-24 and 2024-25, 2025-2026) c) GST registration certificate d) Professional tax deposit challan for last month e) EPF registration certificate. f) E.S.I Registration certificate g) Electrical Contractor’s License with validity. h) 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	<ol style="list-style-type: none"> a) Performance as prime contractor for execution of one similar nature of work /Civil Work/ Electrical work or any work specifically involving activities inside live electrical switchyards under WBSEDCL / WBSETCLOf executed value not less than 50% of estimated cost in a single contract during last 3 (three) years. b) Documents of Credential (in the form of work completion Certificates and payment certificates).
04.	Financial Information	Financial Information	Copy of I.T Return for last three assessment years: - (2023-24, 2024-25, 2025-26)

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

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

8. BID SUBMISSION: Bids shall be submitted online within the stipulated deadline. WBSEDCL may at its discretion, extend the deadline of bid submission by issuing an amendment. In that case all rights and obligations of

WBSEDCL and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

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

10. BID OPENING:

- a) WBSEDCL will scrutinize and evaluate techno-commercial bid. After that, the list of techno-commercially qualified bidders and date & time of price bid opening will be notified in the web portal.
- b) WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.
- c) WBSEDCL reserves to instruct the bidders to submit hard copy of any relevant document (and to produce the original documents for verification) during scrutiny & evaluation of bids. Bidders' failure to comply to such instruction may lead to rejection of bid.

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

12. BID PRICES:

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

13. 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.

14. EVALUATION AND COMPARISON OF BIDS:

- a. On examination of document submitted under different covers WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.
- b. Evaluation of bid will include and will take into account:
 - i. Cost of construction/erection including taxes & duties etc.
 - ii. The owner shall evaluate and compare only the bids determined to be substantially responsive.
 - iii. The bids shall be evaluated on the basis of total amounts for the entire scope of work covered under this bid document.
 - iv. 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 forward of contract if satisfied all requirements.
 - v. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

15. TAXES, DUTIES AND OTHER LEVIES:

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

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

16. 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.

17. 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. The measurement of physical execution of work should positively be checked jointly with the Site Supervisory Officer and to be recorded with joint signature of the contractor and the Site Supervisory Officer in regular interval of time span, which should at any cost be exceed 7 days either from start date of work or from the last date of measurement. And final measurement should positively be done in the same manner within 10 days of completion of the work with signed records.

18. 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:

18.1 **“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

18.2 **“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.

18.3 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.

18.4 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.

19. 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.

20. 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.

21. PENALTY FOR SUPPRESSION / DISTORTION OF FACTS: If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tender committee will take actions deem fit against such defaulting Bidder. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time 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.

22. 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.

23. 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.

24. 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.

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

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <http://wbtenders.gov.in> (the web portal). The contractor is to click on the link for e-Tendering site as given in the web portal.
2. The intending bidder(s) required to quote the rate itemwise in the BOQ. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against the contract. Price indicated in the schedule of prices deemed to include all the levies / duties / cess & all other incidentals payable as per statute. Relevant Goods and Service Tax rules are applicable for the work. The estimated cost is exclusive of Goods and Services Tax. It will be paid to the appropriate authority / agency as per prevailing rates and rules in force.
3. WBSEDCL, who do not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annual the Bidding processes and reject all Bids at any time prior to the Award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for WBSEDCL's (Tender Accepting Authority) action.
4. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection.
5. Bids shall remain valid for a period not less than 180 (One hundred eighty) days after date of Bid opening of tender.
6. **Security Money:**
The Successful tenderer within 7 (seven) days of receipt of LOI / order, shall submit his unconditional acceptance in writing failing which the Department shall have the right to terminate the LOI / Order as per rule and earnest money, submitted along with the tender will be forfeited. On receiving tenderer's acceptance for the work the earnest money deposited with the tender will be automatically converted to form a part of security money deposited. An additional sum of security money, if required, shall be deposited by the tenderer to constitute initial security money of 2% (two percent) of ordered value. Further additional security money shall be deducted from the progressive bills at 8% (eight percent) of each such bill so that the total deduction together with 2% (two percent) Security money already taken shall constitute not less than 10% (ten percent) of the total value of works as actually done. All security money shall be refunded after expiry of the period of maintenance which shall be 6 (six) months normally, if not otherwise mentioned in the work order) after completion of the work. This period of maintenance shall be counted from the date of completion of job.
7. **Defect Liability Period:**
The term 'Defect Liability Period' shall mean the period of 12 (twelve) months from the date of completion of the work. If any defect is found within the defect liability period, the contractor shall be liable to rectify / replace the material at their own cost and responsibility. Defects / rectification work so notified shall have to be attended and completed satisfactorily within 15 (fifteen) days. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the Security money already retained from the contractor. After completion of Defect liability period, and on completion of satisfaction rectification of defect, if any reported within the defect liability period, and on receipt of the application from the contractor, controlling officer of the work shall recommend for refund of the Security money.
8. **Definition of terms:**
In writing these General Conditions of Contract, Specification and Bill of Quantity / Bidding Schedule (Schedule of

work), the following words shall have normally the meanings here-in-after indicated unless there is something in the subject matter of content inconsistent with such construction.

- The Company / Purchaser / Owner / Department shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), having its office at Bidhannagar-II Division, WBSEDCL, Bagjola 33/11 KV S/Stn Complex, Prafulla Kanan, Krishnapur, Kolkata-700101.
- The Engineer-in-Charge / Controlling Officer shall mean the Engineer deployed by the company for the purpose of this contract.
- Company's representative shall mean any person or persons of WBSEDCL appointed by the Company and shall include the contractor's executor's administrators, successor and permitted assignees.
- The Contractor shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successor and permitted assignees.
- The work Site shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.
- The terms Services shall mean all works to be undertaken by the Contractor as laid down under the head 'Scope of Work' or elsewhere in the specification enclosed. When the words 'approved', 'subject to approval', 'as directed', 'accepted', 'permitted' etc. are used, the approval, judgment, direction etc. are understood to be a function of company.
- Writing shall indicate any manuscript, type written, printed or other statement reproduced in any visible form.
- Date of Contract shall mean the date on which the notification of award of contract / letter of award / telex award has been issued.
- Zero Date will be reckoned from the date of handing over of site.

9. Scope of work:

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

10. Manner of Execution of Contract:

The successful bidder has to submit acceptance of the LOI / Order within 7 (seven) days from the date of issue of the Letter of Intent / Order. The successful bidder shall be required to execute an Agreement (as per format enclosed) at his expenses on a non judicial stamp paper of Rs 100/- with the company with all related documents for satisfactory execution of the work. Agreement shall be signed on a date and time to be mutually agreed upon at Bidhannagar-II Division, WBSEDCL, Bagjola 33/11 KV S/Stn Complex, Prafulla Kanan, Krishnapur, Kolkata-700101 and the same has to be signed by both parties within 30 (thirty) days from the date of the acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract on behalf of the contractor is to be submitted before signing of the agreement.

11. General Requirement:

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

11.2. Cost of Bidding: The Contractor shall bear all cost associated with the preparation and submission of their bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

11.3. Correctness and sufficiency of rates quoted in the tender: The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and the rates and prices quoted by them in the schedule of the items. The rates and prices quoted shall cover all obligation of the tenderer under the contract and all materials and things necessary for the proper completion and maintenance of the works.

11.4. Contractor shall execute, complete and maintain the works as per direction of the Controlling Officer / Engineer-in-Charge of the works or his representatives.

11.5. Contractor to submit program: Within 14 (Fourteen) days from the date of issue of Letter of Intent/ Erection order the Contractor shall submit a program showing the order, procedure and method in which he proposes to carry out the work.

11.6. Contractor's Staff at site: The contractor shall provide at site authorized representative duly approved by the Controlling Officer (approval may be withdrawn for particular person, if necessary). The contractor and/or his authorized representative is to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on behalf of the contractor) directions and instructions from the controlling Officer / Engineer or his representative.

11.7. Removal of persons employed at site: The Controlling Officer / Engineer shall be at liberty to ask the contractor to remove from the site any person, employed by the contractor in the execution of the works, who in the opinion of the Controlling Officer / Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the permission of the Controlling officer / Engineer.

11.8. Setting out: The Contractor shall be responsible for true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignments of all parts of works. If at any time during the progress of the works any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the work, the contractor on being asked to rectify by the Controlling Officer / Engineer, shall at his own expense rectify such error to the satisfaction of the Controlling Officer / Engineer.

11.9. Protection of works: The Contractor shall in connection with the works provide and maintain at his own cost all lights guards, fencing and watching when and where necessary or required by the WBSEDCL or by any competent authority or statutory or other authority for the protection of the works or for the safety and convenience of the public or others.

11.10. Care of works: From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all temporary works and in case of any damage, loss, or injury to works or to any part thereof or to any temporary works due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the works shall be in good order and conditions and in conformity in every respect with the requirements of the contract. The contractor shall take every practicable precaution not to damage or to cause injury to adjoining or other properties or to any persons. However even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.

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

11.12. Facilities for other contractors: The contractor shall afford all reasonable facilities for any other contractor employed by WBSEDCL in the execution on or near the site of any work not included in the contract.

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

12. Labor License:

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

13. Compliance of Labor Laws:

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

14. Night and Holiday Work:

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

15. Variation, Omission, Addition & Alteration:

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

16. Supplementary Works:

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

16.1. The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract.

16.2. When Cl. No. 17.1 above shall not be applicable, the rate should be analyzed to the mutual acceptance of the present market rates of different elements involved in the item, against documentary evidence, with 5% overhead, contractor's profit as 10% (ten percent) and 1% (one percent) as Cess towards BOCWWC Act, 1996. In that case contractual rate of quotation will not be applicable.

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

17. Completion of Contract:

All work under the contract must be completed by period of completion mentioned in NIT while portions of work as per program settled in consultation with the controlling officer shall be completed by the date stipulated in the said program. It is to be noted that time is the essence of the contract and any default on the part of the contractor to complete the work within the stipulated date / dates aforesaid or within the time as may be extended in writing by the Controlling Officer subject to payment of liquidated damages, the WBSEDCL shall have the right, without prejudice to any other clauses, to terminate contract forthwith and to take possession of the balance work / materials and have the same allotted to any other agency and the contractor shall be liable to compensate the loss that may be occasioned to the WBSEDCL on that account. Any letter in writing by the Controlling Officer shall be treated as conclusive on behalf of the WBSEDCL.

18. Defective Materials:

If in the option of the Engineer-in-charge, any of the materials brought to the site for use are not of the quality or kind specified in the contract and / or are unfit for the works, he shall be at liberty to order the removal of the said materials and the contractor shall remove the same within 24 (twenty four) hours after notice has been given to him and if he fails to remove them within the time the Engineer may cause them to be removed anywhere at the risk of the Contractor and any cost incurred in so doing shall be deducted from the dues to the contractor under the contract.

19. Drawings:

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

20. Material and Workmanship:

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

21. Extension of Time:

An extension of time without imposition of liquidity damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted by the contractor who has to establish that the extension of time required by him is not due to his fault.

22. Liquidated Damage:

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

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

23. Company's Right to Terminated Contract:

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

23.2. If the contractor neglects or fails to proceed with the work proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time for completion or within the extended time approved by the WBSEDCL, the WBSEDCL shall have right to terminate the Work Order / Letter of Intent after giving notice in writing to the contractor. If the contractor fails, after 14 (fourteen) days of such notice, to proceed with the work in the matter notified, the WBSEDCL shall terminate the contract and call the contractor to take joint measurement along with the Engineer for the finished portion of work. If the contractor does not appear for a joint measurement, ex-party measurement by the WBSEDCL will be taken as final. In that case the WBSEDCL shall take possession of the work site and engage other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and security money. In the contract terminated as above, the contractor shall have no claim for compensation against the WBSEDCL for any loss or deterioration of any materials that he may have collected or engaged or entered into an account of the work.

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

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

25. Materials:

All the major materials for the work will be supplied by the bidder. For specification refer schedule of work However for specifications of ACDB and DCDB refer Pg No-20-50 of NIT.

The WBSEDCL will have right to test any material(s) at any moment, if found necessary. In that case the contractor will be liable to take appropriate actions, which include the cost of testing and other incidentals. Authenticated document for confirmation of quality of material, purchased by the contractor, shall have to be submitted on demand by the Engineer-in-charge.

26. Safe custody of WBSEDCL materials and executed works:-

You shall be entirely responsible for all the materials issued to you for the works and the executed portion of the work till it is officially taken over by the WBSEDCL.

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

27. Force Majeure:

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

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

28. Sub-letting of Contract:

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

29. Engineer's Decision:

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

If in the opinion of Contractor, a decision made by Controlling Officer is not in accordance with the meaning and intent of the contract, the Contractor may file with the Controlling Officer within 7 (seven) days after receipt of the decision. Failure to file an objection within the allotted time will be considered as acceptance of the Controlling Officer's decision and the decision shall become final and binding.

30. Liability of Accidents and Damage:

The Contractor shall be responsible for the loss, damage or depreciation of the Company's materials while in their custody and until the same was taken over by the company.

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

31. Language and Measurement:

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

32. Completion of Work:

Completion of work means completion of the work in totality and acceptance / takeover of the same by the company. Partial or phase wise completion will have no bearing towards consideration of guarantee / defect liability period.

33. Idle Labor / Machinery:

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

34. Safety Rules:

The bidder shall also provide necessary fencing and lights to protect the public from accident. Fire extinguishers shall be kept by the Contractor at the site of works where there is risk of fire hazard. Adequate washing facilities shall be provided near the place of work.

35. Settlement of Disputes:

All disputes concerning question of act arising under the contract shall be decided by the Owner / Company on receipt of written appeal by the Contractor. Any dispute or differences arising out in connection with this contract shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subjected to settlement under the jurisdiction of Calcutta High Court.

When the work is done near any place where there is risk of drowning, all necessary equipments shall be provided

and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot. The person responsible for the compliance of code shall be named by the bidder.

To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement made by the bidder shall be open to inspection of the employer and WBSEDCL.

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

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

36. Reporting of Accident:

All accidents, major or minor, must be reported immediately to WBSEDCL and the contractor will provide first aid to the injured person immediately. The injured person shall report to the First Aid station along with the 'Injure on Work' form as per appropriate Proforma, duly filled in quintuplicate and submit to the Medical Officer of the First Aid Station.

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

- To provide first aid at his own First Aid Station.
- To take the injured person to the hospital along with the 'Injured on Work' form duly filled in.
- To report the accident to WBSEDCL.

Fatal Accident: Fatal accident must be reported immediately to WBSEDCL as well as to Police.

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

37. Miscellaneous:

37.1. The entire work shall be inspected by WBSEDCL representative from time to time at site as necessary. The Contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of the site, WBSEDCL shall have the right to reject any work not conforming to the specification without being liable for any explanation or compensation. The authorized representative of WBSEDCL shall have the free access to the work site, contractor site office and store.

37.2. During the execution of the work, if any, problem arises which is not covered by the specifications, the contractor shall seek necessary clarification and instruction from WBSEDCL. Such instruction shall be binding on the contractor and shall be observed in full.

37.3. The Contractor shall make his own arrangement for the labor, construction equipment, tools and tackles and construction materials, construction water, office / labor accommodation, water supply, sanitation.

37.4. Electricity for construction purpose, if supplied by WBSEDCL, the charge shall be borne by the Contractor at the rate specified by WBSEDCL. The Contractor cannot claim any compensation for any failure in such supply caused due to any reason whatsoever in case of non-availability of electricity for construction purpose from WBSEDCL. The Contractor has to arrange the same at his own cost.

37.5. The Contractor shall strictly follow the construction safety rules, regulations and instructions issued from time to time. In absence of any particular reference the Contractor shall refer to the Indian Standard and also the State Government rules and regulations.

37.6. The contractor shall take all precautions during execution, especially while excavating underground works, such as cables, pipelines, drains etc. and provide all possible precautions to these works and incase they are damaged, rebuild / divert them at his own cost.

37.7. All guarantees and test certificates obtained by the contractor during the execution of the work shall be transferred to the WBSEDCL before issue of the final payment.

37.8. The Contractor shall provide all necessary storage at the site in specified areas for all materials such as timber, cement, lime and such other materials which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open in such manner that all such material shall be duly protected from damage by

weather or any other cause. All such stores shall be cleared after completion of work and the entire site shall be clean and free from debris. All material shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.

37.9. All works are to be carried out with due regard to the convenience of the occupants of the premises or road users and with close coordination with other Contractors who may be working on that area. All arrangements / program of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accident to the occupants, users & workers. The Contractor must see that all damages to any property, which in the opinion of the Controlling Officer are due to the work of Contractor, are promptly rectified as per direction and to his satisfaction. The construction of work must be done in such a way as not to dislocate or disturb any sewerage system and existing other structures.

37.10. It must be clearly understood that WBSEDCL is indemnified by the Contractor against payment of any compensation or award on account of any accident, injuries, and damages and if any such payment have to be made by WBSEDCL under order of appropriate authorities, the same shall be recovered from the Contractor.

37.11. Any services if affected by the work must be restored by the Contractor on emergency basis at his own cost.

37.12. After completion of work, the finishes shall be of high quality and approved standard.

37.13. No omission or ambiguities in the drawing or in the specifications will relieve the contractor from responsibility for material or completeness of the work.

21.0 COMPLETION TIME:

The entire work as mentioned in the schedule of work should be completed within 45 days from the date of handing over the Site along with material to the Contractor. The work shall be treated as completed only when the completed work is ready for taking over by the Company after successful performance of testing and commissioning.

22.0 COMPLETION REPORT:

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

23.0 COMMISSIONING AND TAKING OVER:

The complete installation of 1.1 KV UG Cables will be commissioned after thorough scrutiny of the results of test submitted and the results being checked examined and approved by WBSEDCL. If any defect/ fault found during final inspection, and examination of test result, & testing before commissioning, the facts will be intimated to the contractor. They will immediately arrange for repair / replacement / rectification wherever necessary at contractors own cost. The work will be taken over by the authorized Engineer of WBSEDCL, if found satisfactory on further inspection, checking and testing within a fortnight on receipt of completion of the repairing work.

24.0 LOSS AND DAMAGE OF MATERIALS:

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

25.0 STORAGE CUM ERECTION INSURANCE:

Loss mentioned of this specification shall also include theft. In case of any theft, the contractor shall lodge FIR with the Police Station within 24 hours of occurrence of the incidence with intimation to the Site Supervisory Officer 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 installations works prior to taking over the materials from the Company and arrange to keep the policy a live up to the time of taking over of the completed installation work by the Company. The contractor will obtain Insurance in the name of WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED with a General Insurance Company. In the event of any loss/damage or both, the contractor shall lodge claim with the Insurance Company and take necessary measures to realize claim from them on behalf of WBSEDCL. The payment received from the Insurance Company against such loss/theft

shall be deposited to WBSEDCL. However, for timely completion of work, the materials may be issued to the contractor by the Company against a receipt of fresh requisition from the contractor on that effect. In spite of the Insurance being made by the contractor, some special security arrangement will have to be ensured by the contractor to prevent theft of Company property during storage/erection/installation and the cost of such arrangement shall be borne by the contractor. It may be noted neither any materials can be issued by the Company nor the contractor will be allowed to take up the work unless the Insurance coverage obtained. The contractor at his own cost makes adequate arrangement to safeguard the materials. Such arrangement be maintained round the clock along with the entire stretch to eliminate any attempt of damage/pilferage of materials already utilized by them. The damages required to be covered under the Insurance shall include, Fire and allied risk, misc. accidents(erection risk, workman compensation risk, loss or damage in transit, theft, pilferage etc.) as per project requirement. All cost on account of insurance liabilities covered under the contract will be to contractor's account. It is the responsibility of the contractor to keep the policy alive throughout the desired period and adequate premium should be paid by them time to time. The policy should cover the material and labour cost of the entire contract. The insurance policy has to be handed over to the Ordering Authority before first lot of material is issued to the contractor.

26.0 RISK PURCHASE:

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

27.0. ACCIDENT RISK:

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

28.0 REMOVAL OF UNDESIRED ELEMENTS FROM THE SITE:

The employees of the contractor must maintain good relation with local people and shall avoid any type of alternation and indecent behavior. If any member of the contractor is reported/found to have engaged himself in any sort of unsocial activities which may cause damage to the sentiment of local people as well as prestige of WBSEDCL such person(s) should be removed from the site of work within 24 hours from the date of issue of notice in this respect to contractor by the Site Supervisory Officer.

29.0 REFUND OF SECURITY DEPOSIT:

Refund of Security deposit shall be subject to Company's right to deduct/appropriate its dues against the contractor or under this contract or any other contract.

- For supply items (as mentioned in BOQ): The Bank Guarantee /Upfront Security Deposit shall be refunded after completion of defect liability period/Guarantee Period of 61 (sixty-one) months from the date of completion of the last lot of supply.
- For erection items ((as mentioned in BOQ): the Security deposit retained from progressive bills will be considered for release after the completion of Defect Liability Period (Clause 32.0) on receipt of application towards refund from the contractor and subsequently recommended by the controlling officer having all defects (if any) satisfactorily rectified.

30.0 REFUND OF EARNEST MONEY:

For unsuccessful bidders, the Earnest Money as submitted against the tender shall be refunded automatically, through an automated process, by NIC portal after completion of tendering process. For successful bidders, the Earnest Money as submitted against the tender shall be refunded by WBSEDCL on following the due procedures.

31.0 FORFEITURE OF EARNEST MONEY/BID GUARANTEE:

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

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

- b) If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
- c) In the case of successful bidder, if the bidder fails to accept LOI/Order conditionally and sign contract.

32.0 DEFECT LIABILITY PERIOD/GUARANTEE PERIOD:

The term 'Defect Liability Period' / 'Guarantee Period' shall mean the period of 61 (sixty-one) months from the date of completion of the last lot of supply / date of issuance of SRV whichever is earlier i.r.o. supplied items For supply items (SI No: 1, 2 & 4 of BOQ).

AND

1 One year from the date of completion of the work i.r.o. erection job. If during the Defect Liability Period any defect found in the design, engineering, materials and workmanship of the materials supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the WBSEDCL regarding appropriate remedying of the defects and at its own cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect.

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

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

33.0 LABOUR LICENCE, EPF & MP ACT etc:

- a) Payment of compensation under Workmen's Compensation Act 1923 and rules made there under by a contractor, being the immediate employer who deploys worker for performance of job under contractual obligation with WBSEDCL is statutory obligation. Therefore, to ensure that all the arrangements for the compliance of provisions for payment of compensation under Workmen's Compensation Act 1923 and its rules for employment is made by contractor being immediate employers.
- b) The contractor shall have to follow all Central Govt., West Bengal Govt. and Statutory Acts, Rules & Regulations.
- c) The contractor shall be responsible for compliance of all statutory obligations under the Contract Labour (R&A) Act, 1970, Minimum Wage Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965 and also be responsible for payment of contributions (both employers & employees) under the Employees State Insurance Act, 1948 (wherein Applicable) and Employees Provident Fund & Miscellaneous Provisions Act, 1952 in respect of your employees.
- d) The contractor will be solely responsible for any accident that may occur during the progress of the work and also for injury to person during execution of the work. In the event of any such accident, the contractor will be responsible and must pay proper compensation for the same as per Workmen's Compensation Act, 1923 (Wherein the Employees State Insurance Act 1948 is not applicable).
- e) Labour Welfare Cess @ 1% of the ordered amount of labour cost will be realized from the Running Account as well as Final Bill of the contractor as per Building & Other Construction Workers Welfare Cess Act, 1996 (Act 28 of 1996).
- f) No labour of minor aged shall be employed in the work.
- g) Statutory minimum wages to all the categories of labour is to be paid as per Notification issued by the Appropriate Government from time to time.

34.0 TERMS OF PAYMENT:

100% payment along with 100% GST will be made within 45 (forty five) days in case of MSME Vendors (Micro & Small Enterprise only) and for others, within 60 days from the date of submission of bill (complete in all respect) against following documents -

- a. Original receipted Challan and signed Store Receipt Voucher (SRV) by Superintending Engineer/Asstt. Manager/Jr. Manager (Stores)/Jr. Engineer (Grade-1)/ Store-in-Charge attached to the respective stores
- b. Guarantee Certificate (in original)
- c. Copy of Transit Insurance
- d. Successful Store-testing report, if done after delivery of the items at different site stores, signed by the concerned Testing Engineers
- e. Copy of Current MSME status of MSME vendors

The payment shall only be made against valid Security Deposit.

In case of any discrepancy in payment, vendor shall have to bring it to the notice of WBSEDCL within thirty days from the date of receipt of payment else the claim will not be entertained.

For full and final settlement, invoices shall have to be submitted within 1(One) year from the date of completion of Project/Contract, beyond which, such claim may not be entertained.

35.0 SUBMISSION OF CHALLAN & GST DOCUMENTS:

Copies of Challans in triplicate are to be submitted to the consignee along with the materials/equipment at the time of physical delivery. The original and duplicate copies of the Challan duly signed by the Consignee Officer as indicated in the payment clause, will be returned to the supplier. The original signed Challan and Store Test Report if conducted shall have to be submitted along with the bill to the Paying Authority for payment. The original copy of the GST document (if applicable), which is required to be submitted along with the bill for re-imbusement, need not be submitted to the consignee along with the Challan. It is the responsibility of the supplier to retain the original GST document even if the same is sent along with the transporter.

36.0 GST:

The Purchase Order price is exclusive of GST(as applicable) and the same will be paid extra, on production of original documentary evidence at the rate applicable at the time of physical delivery provided the physical delivery is made within the stipulated delivery time as per delivery clause from the date of issue of despatch instruction and the offer of inspection is received within the schedule delivery period given in the Purchase Order. In case however, the materials/equipment are offered for inspection after schedule delivery period, GST will be paid at the rate prevailing at the time of schedule delivery period or at the time of actual delivery whichever is lower, unless any amendment in this regard is issued by the Ordering Authority. TDS under GST will be applicable.

37.0 ISSUE & SUBMISSION OF E-WAY BILL:

E-Way Bill shall be generated by the supplier for the movement of materials/equipment from manufacturer's unit location to the WBSEDCL stores. WBSEDCL's GSTIN is19AAACW6953H1ZX.

38.0 SUBMISSION OF DRAWING:

The tenderer must submit 5 (five) copies of drawing within 10 (ten) working days from the next date of issue of Purchase Order as per indication in the Technical Specification. Any delay in submission of Drawing beyond the above stipulated period shall attract imposition of Liquidated Damage (L.D) as per L.D. Clause on entire Purchase Order value.

39.0 LIMITATION OF LIABILITY:

Except in cases of gross negligence or willful misconduct, the aggregate liability of Bidder to WBSEDCL, whether under the Order, in tort, or otherwise, shall not exceed the amount specified in the Contract Price. This limitation shall not apply to the cost of repairing or replacing defective equipment/solutions.

40.0 PAYING AUTHORITY:

The Manager (F&A), Bidhannagar-I Division shall be the Paying Authority.

41.0 CONTROLLING OFFICER and SITE SUPERVISORY OFFICER:

The Divisional Manager, Bidhannagar-II Division, WBSEDCL will be the Controlling Officer of the work.

The Divisional Engineer (Tech)-I & the Divisional Engineer (Tech)-II, Bidhannagar-II Division, WBSEDCL will be the Site Supervising Officer of the work

42.0 VARIATION OF WORK:

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

43.0 GENERAL CONDITION OF CONTRACT

Unless otherwise specified in the order or by subsequent correspondences the General conditions of contract of WBSEDCL for supply and erection of plant, machinery and manufactured equipments shall apply to the work covered by this specification. Electrical activities which are not covered in scope but are required to complete the job shall be paid as per published WB schedule of rates and RE cost data of WBSEDCL respectively as effective on the date of bid opening.

-----End of GCC-----

Form-IX

(On the Bidder's Letterhead)

Declaration of not being blacklisted/Debarred/Put on Holiday list

Certified that our Company, M/s..... is not blacklisted/ debarred/ suspended or put on holiday list by any Statutory/Regulatory/ Government Authorities/State Electricity Utility/ PSU in India.

It is certified that the information furnished above is true to the best of my knowledge and belief.

Bidders Name :

Signature of the Tenderer :

Designation :

Seal of the Company :

Date :

FORM-X

(On the Bidder's Letterhead)

Self-declaration by Proprietor of the Bidding Company for not being blacklisted / Debarred/Put on Holiday list

I hereby confirm and declare that, none of the other concerns of which I am a Proprietor /Managing Partner are blacklisted/ debarred/ suspended or put on holiday list by any Statutory/ Regulatory/Government Authorities/State Electricity Utility/PSU in India.

It is certified that the information furnished above is true to the best of my knowledge and belief.

Signature of the Proprietor:

Name

Designation:

Seal of the Company:

Date:

Form-XI

(On the Bidder's Letterhead)

Declaration regarding no litigation against WBSEDCL

We hereby declare that, no legal litigation/arbitration is pending/ongoing against WBSEDCL in any court/Forum against/by the bidder or its sister concern/Director/Partner/Proprietor.

If it is found at any stage of tendering, our offer will be rejected and I/We don't have any objection on the same.

Bidder's Name:

Signature of the Tenderer:

Designation:

Seal of the Company.

Date:

FORM-XII

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

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 fulfillment 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 Authorized Signatory)

Name:

Designation:

Seal:

FORM-XIII

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 Authorized Signatory)

Name:
Designation:
Seal:

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

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

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

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

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

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

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

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

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

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

In witness whereof the parties have hereunder affixed their signature, on the day, the month and year written as
above.

.....

Contractor WBSEDCL

Witness: Witness:

1.....

1.....

2..... 2.....

**MANDATE FORM BY VENDOR FOR RTGS/ NEFT PAYMENTS
(TO BE FIELD IN BLOCK LETTER)**

- 1. NAME OF THE VENDOR:
- 2. ERP VENDOR NO:
- 3. Vendor Type: Company / Partnership / Proprietorship / Self Help Grp / HUF/Others (To be specified)
- 4. ADDRESS:.....
.....
- 5. TELEPHONE NO. & FAX NO:.....
- 6. MOBILE PHONE:
- 7. Email:.....
- 8. P.A.N. NO. (MANDATORY):

- 9. GST REGISTRATION NO:
- 10. PARTICULARS OF BANK ACCOUNT (One cancelled Cheque is to be enclosed)
 - i) Name of Account Holder:
 - ii) BANK NAME:
 - iii) BRANCH NAME & ADDRESS:.....
 - iv) BANK BRANCH TELEPHONE NO:.....
 - v) Account type (whether SB or Current):.....
 - vi) ACCOUNT NO:

 - vii) BANK'S MICR CODE:

 - viii) BANK'S IFS CODE:

11. DECLARATION OF THE PARTY:
I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or Not Affected at all for reasons of incomplete and incorrect information, WBSEDCL will not be held responsible.
Date:

Signature of the Vendor