



West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)

Office of The Divisional Manager

Domkal Division

Address - Old BDO More, PO & PS-Domkal, District Murshidabad, West Bengal, Pin code 742303

Email ID - dm.domkal@wbasedcl.in

Telephone number - 03481-230005

INVITATION OF e-TENDER

Tender Notice No: DKL /E-tender/25-26/01

Dated: 11/08/2025

E-tender in two parts is invited from bonafide, experienced and resourceful Suppliers/ contractors of WBSEDCL, WBSETCL, DPL, PGCIL, NTPC and other Central Government / State Government / Semi Government undertaking for the following works:

- Name of the work:** Erection of Substation electrical structures, installation of equipment's, laying of power cables and other related electrical works for augmentation of Chak Islampur Substation capacity from (1X10+1X6.3) MVA to (1X10+2X6.3) MVA PTRas per Schedule of Works laid down in Annexure-VII location of work being adjacent to Domkal Divisional Store, Goas,, PO-Goas & PS Chak Islampur, District Murshidabad, State West Bengal, Pin code 742303
- Estimated Amount:** Rs. `6,30,783.94/- (Rupees Six Lakh thirty Thousand seven hundred and eighty three and ninety four paisa)Only
- Bid Guarantee / EMD:** Rs. `15,769.59/- (Rupees fifteen thousand Seven Hundred sixty nine and fifty nine Paise)Only
- Completion Time:** Within 90(Ninety) Days from receiving/accepting of formal order/ Award of Contract.
- Cost of Bid Documents:** N.A.

Intending bidders desirous of participating in the tender are to log on to the website <https://wbtennders.gov.in>. The tender can be searched by typing WBSEDCL in the search engine provided in the website. Further, for other details including qualifying requirements please visit www.wbasedcl.in or office notice board of Old BDO More, PO & PS-Domkal, District Murshidabad, West Bengal, Pin code 742303.

KEY DATES

1	Date of uploading of NIT & other documents (publishing date)	11/08/2025 AT 17:00 hrs
2	Documents download/sell start date (online)	11/08/2025 FROM 17:00 hrs
3	Bid submission starting date (online)	11/08/2025 FROM 17:00 hrs
4	Pre-bid meeting	26/08/2025 AT 14:00 hrs
5	Document download end/Bid submission closing date (online)	02/09/2025 AT 14:00 hrs
6	Date of submission of EMD (online)	ON 11/08/2025 FROM 17:00 hrs TO 02/09/2025 UPTO 14:00 hrs
7	Techno-commercial bid opening date	08/09/2025 AFTER 14:00hrs
8	Techno-commercially qualified bidders' list uploading date	To be notified later
9	Price bid opening date	To be notified later

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

W B S E D C L
Divisional Manager
Domkal Division
W.B.S.E.D.C. L.

Registered Office

Bidyut Bhavan, Sector-II, Bidhannagar, PIN 700091
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INVITATION OF BID

1. SCOPE OF WORK:

As mentioned in pre-page.

2. TECHNICAL ELIGIBILITY CRITERIA OF THE BIDDER:

- A. The bidders shall have "C" Category in their enlistment with WBSEDCL or The bidders/firm should have requisite electrical license with requisite parts based on the voltage class as approved by the Directorate Electricity, WB or any State Govt.
The bidders shall have credential for supply of services to WBSEDCL / other Power Utilities / other Govt. Departments in earlier occasions within last seven financial years.

N.B. Uploading of (1) copy of Work Order / Purchase Order and (2) Completion Certificate as supporting documents is mandatory.

3. COMMERCIAL ELIGIBILITY CRITERIA OF THE BIDDER:

- a. Average annual turnover during last three financial years (i.e. 2021-22, 2022-23, 2023-24) shall not be less 30% of the estimated cost.
b. Working capital in the year, last / preceding the year of bid submission (i.e. 2023-24), shall not be less than 30% of the estimated cost.
c. In case documents certifying credit facility (Refer **Annexure-IV**) from a scheduled Bank is submitted, the requirement given in clause no (b) shall be judged by adding available credit facility and working capital taken together.

Copy of IT returns along with related enclosures like **Profit & Loss Statement, Balance Sheet etc.** for last three financial years (i.e. 2021-22, 2022-23, 2023-24) shall have to be uploaded by the bidder as necessary documentary evidence to ascertain the commercial eligibility criteria.

4. OTHER ELIGIBILITY CRITERIA: for complete list of documents needed to be uploaded, refer to sl. 6 of INSTRUCTION TO BIDDERS

5. Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt. of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available on the website.
6. **EMD can be deposited in the online mode only. Earnest Money Deposit in any other form or amount as stated below will not be accepted.**
a. For deposition of EMD through online mode (Bank Name-ICICI Bank Ltd., A/C No.-193405000657, Account Title- West Bengal State Electricity Distribution Company Ltd., Account Type-Current, IFSC Code-ICIC0001934, MICR Code-700229096, ICICI BANK LTD., BLOCK-A, ECOSPACE BUSINESS PARK, RAJARHAT, KOLKATA-700156.)
b. Exemption from deposition of Earnest Money Deposit (EMD) shall not be allowed under any circumstance.
c. No interest shall be payable for Bid Guarantee / EMD.
7. WBSEDCL reserves its right to take decision keeping its financial interest.
8. If the offer is submitted without or inadequate Earnest Money Deposit, the bid will not be opened. In case of incomplete offer, the tender will be liable for rejection and Earnest Money Deposit will be forfeited.
9. **The offer against tender should remain valid for a minimum period of 120 days from the next day of opening of the tender. However, WBSEDCL may, on the merit of case, request extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.**
10. Any evidence of unfair trade practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.
11. WBSEDCL is not bound to accept the lowest tender and reserves the right to cancel any or all the tenders unilaterally.
12. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.
13. The company shall in no way be held responsible or liable for any accident, mishap of any worker during the execution of the work, any loss or damage cause to any equipment's of WBSEDCL during execution shall have to be compensated in full as per direction of the Tender Inviting Authority.
14. **Standard safety norms as prescribed in the rules and regulations of WBSEDCL have to be religiously followed.**
15. Penalty of 1/2 % per week of delay or part thereof subject to maximum of 10% of the ordered value will be charged on the bill for non-completion of work in time.
16. The bidders need to have necessary electrical license and documents, obtained from the Appropriate Authority, to execute work of mentioned voltage grade (in case of work involving electrical installation of WBSEDCL).

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Divisional Manager
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S.E.D.C. L.



WBSEDCL

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17. Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders along with the Revised Purchase Policy and Civil Works Policy of WBSEDCL.
18. Price Bid of a bidder will be considered only if his Techno-Commercial Bid is found acceptable by WBSEDCL. Decision of WBSEDCL will be final and absolute/binding in this respect. The list of Techno-Commercially qualified bidders will be displayed in the said website in due course.
19. Conditional / Incomplete tender will not be accepted under any circumstance.
20. Labor Welfare Cess @ 1% (one percent) of bill value will be deducted from the bill, if applicable.
21. **Bidders are to keep track of all the Addendum/Corrigendum issued with a particular tender and upload all of the above duly digitally signed along with the NIT. Tenders submitted without the Addendum/Corrigendum will be treated as incomplete and liable to be rejected.**
22. WBSEDCL is not necessarily bound to accept the lowest offer.
23. Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
24. Tender submitted after expiry of scheduled date and time shall not be considered.
25. The Bidding Documents are not transferable under any circumstances.
26. Any extraneous conditions will be treated as non-responsive.
27. The Bids must be submitted in prescribed Performa only.
28. Bidders shall ensure that all pre-requisites are duly fulfilled by them and if there be any dispute regarding non-submission of any document, WBSEDCL reserves the right to cancel the Bid unilaterally without assigning any reasons whatsoever.
29. The bidder is expected to examine carefully all instruction, conditions, forms, schedules, terms, annexures, specifications and drawings of the bidding document. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, may lead to rejection.
30. The document uploaded by the bidders should be legible otherwise the bid will be rejected without any prejudice.
31. Bid evaluation will be conducted on the basis of final documents uploaded by the bidders within last date and time of online bid submission. WBSEDCL reserves the right 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 their bid.
32. In case the quoted rate by the bidders is in the range of (-)20% to (-) 80% of the estimated amount, the contractor shall furnish an Additional Performance Security in the format given in Annexure-VII which shall be equal to 10% of the tendered amount. (As per memo no: 82(5)-POW-13099/3/2018-SECTIONS (POWER) dated 05.07.2021 of Govt. of West Bengal, Department of Power). The Additional Performance Security shall be submitted in the form of Bank Guarantee issued by any Scheduled Commercial Bank as per enclosed format before placement of award of contract.
33. Work Order & Payment of work will be depended on availability of fund. **The Divisional Manager, Domkal (D) Division, WBSEDCL shall act as Controlling Officer. The Assistant Manager (F&A), Domkal (D) Division, WBSEDCL shall be the paying authority. The Divisional/Assistant Engineer (Technical), Domkal (D) Division, WBSEDCL shall be the Supervising Officer of the work under whose guidance and direction the works will be executed.**

Sd/-
(Dipankar Biswas)
Divisional Manager
Domkal (D) Division

[Handwritten Signature]
Divisional Manager
Domkal Division
W.B.S.E.D.C. L.

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INSTRUCTION TO BIDDERS

- General guidance for Tendering:** Instructions / Guidelines for electronic submission of the tenders online have been annexed for assisting intending bidders to participate in e-Tendering.
- 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 by 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.
- 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 website stated in Clause-2 above. DSC is given as a USB e-Token.
- Downloading of Tender documents:** The contractor can search & download NIT& Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause-2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- Participation in more than one work:** A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a Firm, Society, Company, Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License), Co-operative Society (Society Registration copy, valid Trade License). If found applied severally in a single job, all his offers will be rejected for that job.
- Submission of Tenders:** Tenders are to be submitted online at the the website stated in Clause-2 above, in two folders at a time, one in Technical Proposal & other in Financial Proposal before the prescribed date & time using Digital Signature Certificate (DSC). The documents are to be uploaded in the form of virus scanned copy duly Digitally Signed. The uploaded Documents will get encrypted (transformed into non-readable formats).

A. Technical proposal

The Technical proposal should contain scanned copies of the following statutory/non-statutory/technical documents arranged in manner as prescribed below. "Click" the check boxes beside the necessary documents in the "My Document" list, next click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents (Statutory documents).

The bidder shall have to go through all the "Annexure" enclosed in this bid document and submit the filled in Proforma of the appropriate / relevant Annexure with the bid document putting signature with seal of the firm.

SL	Category Name	Sub-category Description	Details
A.	EMD	EMD	Scanned copy of documents regarding online submission of EMD.
B.	Certificates	Certificates	a) PAN Card b) GST Registration No. c) Professional Tax Paid Certificate for the last financial year d) EPFO Registration Certificate and challan for the last month e) ESI Registration Certificate and challan for the last month
C.	Credentials	Credential	A. Three completed works each of the contracts comprising of executed value not less than the amount equal to 40 % of the estimated cost i.e Rs. 252313.58 Or B. Two completed works each of the contracts of executed value not less than the amount equal to 50 % of the estimated cost i.e Rs. 315391.97 Or C. One completed work of executed value not less than the amount equal to 80 % of the estimated cost i.e Rs. 504627.15 N.B.-Completion Certificates indicating Name of the Work, Ordered Amount, Executed Amount, date of commencement and completion of the work and detail communicational address along with contact number of the Client should be submitted by the Bidder. Uploading of copy of work order and schedule of work as supporting documents of completion certificate is mandatory. Necessary documents regarding similar nature of work done which is applicable for technical eligibility in this tender (As per Sl. No. 2 of Invitation of Bid)

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[Signature]
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D.	Declarations	Declarations	a) Letter of Undertaking by the Bidder (Annexure- I) b) Letter of Bid for the Work (Annexure- II) c) Declaration of Black Listing / Holiday Listing (Annexure- III) d) Additional Performance Guarantee (Annexure- VI) (To be submitted by L-1 bidder as per Clause 29.0 of Invitation of Bid)
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E.	Company Detail(s)	Company Detail	a) Proprietorship Firm (Valid Trade License). b) Partnership Firm (Valid Partnership Deed, Valid Trade License and Power of Attorney) c) Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License and Power of Attorney). d) Co-operative Society (Society Registration copy, Valid Trade License Current Year, No Objection Certificate issued by the Assistant Register of Co-Op(S)(ARCS), Valid bye laws and Power of Attorney).
F.	Financial Information	Financial Information	a) Copy of IT returns along with related enclosures like Profit & Loss Statement, Balance Sheet etc. for last three financial years (i.e. 2021-22, 2022-23, 2023-24) to calculate whether average annual turnover during last three financial years is not less 30% of the estimated cost b) In case documents certifying credit facility from a scheduled bank is submitted in the form of Annexure-IV , the requirement that - <i>working capital in the year, last / preceding the year of bid submission (i.e. 2024-25), shall not be less than 30% of the estimated cost, shall be judged by adding available credit facility and working capital taken together.</i>

B. Financial Proposal:

Price bid should contain the priced "Bill of Quantities" (BOQ) in one cover (folder). The rate to be quoted in the BOQ on "percentage basis" in the space marked for quoting rate (either excess, less or at par i.e. 0.00%). Quoted rate will be encrypted in the BOQ under Financial Bid. **(Only downloaded copy of the above document is to be uploaded, virus scanned and digitally signed by the bidder).**

Note: Failure of submission of any of the above-mentioned documents (as stated in A and B) will render the tender liable to summarily rejected.

7. **VALIDITY OF BIDS:** Price bid of the tender shall be opened within a stipulated time limit from the date of opening of Part-A as per Sl. 6 above, preferably within 30 (thirty) days. Bids shall remain valid for a period of **120 (one hundred twenty) days** from the day of opening of financial bid of the tender. However, prior to expiry of the original Validity Period, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further period of maximum 90 (ninety) days without any change in terms & conditions of the offer. The bidder may refuse the request without forfeiting his Bid Security / EMD.

8. **GENERAL INSTRUCTIONS FOR ONLINE PAYMENT OF EMD:**

- The bidder will have to mandatorily pay through net-banking facility once net-banking mode is opted for payment.
- Status of NEFT/RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- In case actual EMD 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).
- 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.

9. **REFUND/SETTLEMENT OF EMD AMOUNT:**i. **If Mode of Payment is Online:**

- 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.

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Handwritten Signature
Divisional Manager
Domkal Division
W.B.S.E.D.C. L.



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- b. For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures. **Successful bidder(s) shall have to mandatorily create vendor ID through WBSEDCL Web Portal Vendor Corner if not created earlier.**
- c. The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/C from which the payment of EMD has been initiated.
- d. **For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz. 033-40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI.**

The bid guarantee/EMD shall be forfeited:

- a. If during the period of validity specified by the bidder, the bidder withdraws/modifies its bid as a whole or part.
 - b. If bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
 - c. In case of successful bidder, if bidder fails to accept LOI/Order unconditionally and sign contract and to furnish the contract performance bond as per enclosed Performa.
10. **PRE-BID MEETING:**
- a. A pre-bid meeting shall be arranged by WBSEDCL in which all the bidders will be required to attend.
 - b. If there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder may submit their queries to the tendering authority before specified date. Any change in date shall be intimated to the bidders through e-mail or fax, telephone.
 - c. **Non attendance at the pre-bid discussion will not be a cause for disqualification of bidders.**
 - d. The clarification given in the pre-bid discussion shall be final and binding on the bidder, being a part of the original Bid Document.
11. **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.
12. **BID WITHDRAWAL/MODIFICATION:** The bidder may modify or withdraw his bid after submission but within the deadline of bid submission, provided written notice of the modification/withdrawal is received by WBSEDCL prior to the deadline for bid submission. No bid shall be modified/ withdrawn after the deadline of bid submission. Modification /withdrawal of bid by any bidder after the deadline of bid submission shall result into forfeiture of EMD.
13. **BID OPENING:**
- a. Techno-commercial bids shall be opened only for those bidders whose EMD has been found in order.
 - b. WBSEDCL will scrutinize and evaluate techno-commercial bid offline. After that, the list of techno-commercially qualified bidders and date & time of price bid opening will be notified in the web portal.
 - c. WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.
 - d. WBSEDCL reserves the right 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 their bid.
14. **PROCESS TO BE CONFIDENTIAL:**
- a. After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
 - b. 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.
 - c. Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.
15. **COST OF BIDDING:** The bidder shall bear all costs associated with the preparation and submission of his bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
16. **DETERMINATION OF RESPONSIVENESS:**
- a. Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document.
 - b. For the purpose of this clause a substantially responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without material deviation, or reservations. WBSEDCL's determination of bid's responsiveness shall be based on the contents of the bid itself and provisions laid down in Sl. 13 above.
 - c. If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the bidder by correction.
17. **CORRECTION OF ERRORS:**
- a. If there be a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and total price shall be corrected.

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- b. If there be a discrepancy in figure and word the total amount stated in word shall prevail.
- c. The bidder should strike out clearly the portion which is not applicable i.e. above/at par/ below in the price sheet. If the same is not followed, the corresponding part(s) shall be considered below the estimated price and evaluation of tender shall be made accordingly.
- d. If the percentage rate column is left blank, the bid shall be rejected.
18. **TIME SCHEDULE:** The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the bidding document.
19. **EVALUATION AND COMPARISON OF BIDS:**
- a. On examination of documents 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:
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.
- c. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
20. **PROCEDURE OF EVALUATION:** Evaluation of tenders will be done in the following steps:
- a. Step-I: The Bid Guarantee will be examined. The mode and amount of deposit must be in conformity with requirements set forth in the "Bid Guarantee" clause, failing which the bid is liable for rejection without opening other covers.
- b. Step-II: Techno-Commercial Evaluation for two-part bidding, only those bids meeting the requirements of previous step will be examined and assessed. The bidders will be intimated about the non-compliance of various techno commercial requirements and asked for conforming compliance with the condition of bidding document, if allowed by the authority. In case, it is felt necessary by WBSEDCL that post bid discussion are required, the same will be carried out individually with each bidder. The bidders will be required to confirm compliance with all the conditions of bidding document.
- c. Step-III: Opening of price part and financial evaluation on completion of techno-commercial evaluation. Cover containing price offer of the bidders who have successfully made the requirements of previous steps will be opened on subsequent pre-intimated date. Price bid of the bidders who do not fulfill the Techno-Commercial requirements shall not be opened.
21. **AWARD OF CONTRACT:**
- a. **Award of Contract:** WBSEDCL will award the contract to the successful bidder whose bid has been determined to be substantially responsive, qualified to satisfactorily perform the contract and evaluated as the lowest bidder.
- b. **WBSEDCL's Right to accept or reject Bids**
- c. The right to accept the tender will rest with the Owner. The Owner, however, does not bind himself to accept the lowest bid, and reserves to itself the authority to reject any or all the bids received without assigning any reason whatsoever. At the option of the Owner, the work for which bids have been invited, may be awarded to one Contractor or may be split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rate of the bidder should hold good for such eventualities.
- d. Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- e. Canvassing in connection with tenders is strictly prohibited and tenders submitted by the bidders who resort to canvassing will be liable to rejection.
- f. WBSEDCL reserves the right to accept or reject any bid, and to annul the bid process and reject any or all the bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidder of the grounds for WBSEDCL's action.
- g. **Placement of Letter of Award/Order:** After approval of bid evaluation by WBSEDCL, WBSEDCL may, at its sole discretion, invite the successful bidder for a pre-award discussion. After such pre-award discussion and prior to the expiry of validity of bid of the successful bidder, WBSEDCL will notify the successful bidder of acceptance of their bid in writing by issuing a detailed Letter of Award (L.O.A.)/Order(mentioned as L.O.A./Order hereinafter and elsewhere in this bid document) in duplicate. The successful bidder sign and return one copy of the L.O.A./Order to WBSEDCL as an acknowledgement of unconditional acceptance of the same within 7 (seven) days of issue of L.O.A./Order.
22. **General Requirement:**
- a. 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.

Registered Office

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[Signature]
Divisional Manager
Domkal Division
W.B.S.E.D.C. L.



West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)

Office of The Divisional Manager

Domkal Division

Address - Old BDO More, PO & PS-Domkal, District Murshidabad, West Bengal, Pin code 742303

Email ID - dm.domkal@wbasedcl.in

Telephone number - 03481-230005

- b. 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.
- c. 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. Contractor shall execute, complete and maintain the works as per direction of the Supervising Officer or his representative(s).
- d. Materials: All equipment and materials for erection/installation work, would be supplied by WBSEDCL from its nearest site store except perforated 50 mm. dia. GI pipe, 50x6 mm. GI Flat, 65x6 mm. GI Flat, required nuts & bolts, washers, CI Thimble of approved quality grease, cable socket, soldering stick, cement, brick, sand, paint & except materials specifically mentioned to be supplied by the contractor. All bit petty materials will be supplied by Agency, which is required to complete the job. Cost of fabrication would not be borne by WBSEDCL. If in the opinion of the Controlling Officer / Engineer-in-charge any of the material brought to the site for the work is not up to the quality or kind, as specified in the specification of the work, the Controlling Officer / Supervising Officer shall be at liberty to order for removal of said materials and you shall have to remove the same within 24 hours at your own cost. When dismantling of structures or parts thereof will be required, the material obtained by dismantling shall remain the property of the department. The contractor shall sort out and stack serviceable / crack materials within the premises and also dispose of the unserviceable rubbish etc. as per instruction of the Supervising Officer or his representatives. The contractor shall remain custodian of such dismantled serviceable / crack materials till those are formally returned to the departmental store. Consideration for the assumption of such responsibilities shall be deemed to have been included in the rates for the relevant items of work. The contractor will have to carry such returnable materials to the nearest departmental store, as per instruction of the Supervising Officer, at his own cost and his quoted rate will be deemed to the inclusive of all such costs including costs for loading, unloading and stacking.
- e. Contractor to submit program: Within 14 (Fourteen) days from the date of issue of L.O.A./Order the Contractor shall submit a program showing the order, procedure and method in which he proposes to carry out the work.
- f. 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 / Supervising Officer or his representative(s).
- g. Removal of persons employed at site: The Controlling Officer / Supervising Officer 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 / Supervising Officer 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 / Supervising Officer.
- h. 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 / Supervising Officer, shall at his own expense rectify such error to the satisfaction of the Controlling Officer / Supervising Officer.
- i. 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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 Supervising Officer.

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Handwritten signature
Divisional Manager
Domkal Division
W.B.S.E.D.C. L.



West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)

Office of The Divisional Manager

Domkal Division

Address - Old BDO More, PO & PS-Domkal, District Murshidabad, West Bengal, Pin code 742303

Email ID - dm.domkal@wbsecl.in

Telephone number - 03481-230005

- ii. 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.
- iii. Compliance of Labor Laws: The Contractor shall comply all statutory Labor Laws to protect the laborers engaged by them.
- iv. 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 Supervising Officer.
- v. 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.
- vi. 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:
 - i. The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract.
 - ii. When the 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.

23. 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 WBSEDCL does not take any responsibility what-so-ever regarding taxes under Income Tax Act, for the contractor or his personnel. If it is obligatory under the provisions of Income Tax Act, deduction of Income Tax at source shall be made by WBSEDCL.
- 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 WBSEDCL.
- c. GST at specified rate shall be payable / allowable over & above the contract price to the selected bidder having GST registration, GSTIN.

24. RIGHT TO REJECT BIDS: WBSEDCL reserves the right to accept or reject any bid and to anal the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.

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

26. 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.

27. CORRESPONDENCE: Any notice to the contractor under terms of the contract shall be served by register mail or by hand at the contractor's principal place of business. Any notice to the owner shall be served at the owner's principal office in the same manner.

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

- a. "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
- b. "Fraudulent Practice" means misrepresentation of facts in order to influence the procurement process of the execution of a contract to the detriment of WBSEDCL and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive WBSEDCL of the benefits of free and open competition.
- c. Will reject a proposal for award if WBSEDCL determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
- d. Will declare a Firm ineligible either indefinitely or for a stated period of time if WBSEDCL determines any time that the firm has engaged in corrupt or fraudulent practices in competition for, or in executing the contract.

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

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4/8/20
Divisional Manager
Domkal Division
W.B.S.E.D.C. L.



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- 30. Security Deposit:** The Successful bidder within 7 (seven) days of receipt of award of contract, 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 bidder's acceptance for the work the earnest money deposited with the tender will be automatically converted to form a part of security money deposited. 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 12 (twelve) months normally, if not otherwise mentioned in the work order) after completion of the work. This period of maintenance shall be counted from the delivery date of items.
- 31. Defect Liability Period:** The term 'Defect Liability Period' shall mean the period of 12 (twelve) months from the date of supply of the materials. If any defect is found within the defect liability period, the supplier 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 supplier. 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 supplier, controlling officer of the work shall recommend for refund of the Security money.
- 32. 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.
- 33. Force Majeure:** The supplier 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 supplier 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.
- 34. Extension of Time:** An extension of time without imposition of liquidity damage, may be granted for delay in supply of tendered items provided there is no fault whatsoever on the part of the supplier. Such extension may only be granted on the basis of application to be submitted by the supplier who has to establish that the extension of time required by him is not due to his fault and the same application is to be approved and confirmed by Controlling Officer.
- 35. Liquidated Damage:** If the Supplier shall fail to complete the works within the time prescribed herein or extended time for completion, then the Supplier shall pay to the WBSEDCL a sum amounting to 1/2% (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 2.5% of the total contract price.
- 36. Terms of Payment:** Payment on submission of bill after completion of delivery would be made as per delivery schedule. Bill along with signed challan's to be submitted in triplicate mentioning in each the GST registration number and HSN / SAC Code along with the items to the controlling officer, WBSEDCL.
- 37. 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 supplier 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 supplier 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.

Sd/-
(Dipankar Biswas)
Divisional Manager
Domkal (D) Division

[Signature]
Divisional Manager
Domkal Division
W.B.S.E.D.C. L.

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