

NOTICE INVITING e-TENDER
NIT No.: MDD/E-Tender/26-27/652
Date: 07.08.2026

Subject: Supply & Delivery of 12 nos. High Voltage Detectors (HVD) with Voltage level 0.230 KV to 33 KV for LT Mobile vans for detection of aliveness of electrical infrastructure including overhead bare conductor distribution lines under the jurisdiction of Mogra Division, WBSEDCL.

The Divisional Manager, Mogra Division Office, WBSEDCL invites e-Tender (on Item Rate Template) from genuine bonafide, experienced & resourceful manufacturers / Distributors for supply and delivery of the following items :

DESCRIPTION OF ITEMS TO BE SUPPLIED:

SI No.	Description of Item	Qty	Estimated Cost	Earnest Money	Completion Time	Name & Address of the Concerned Office
1	Supply and Delivery of High Voltage Detector (HVD) with Voltage level 0.230KV to 33KV for LT Mobile van for detection of aliveness of electrical infrastructure including overhead bare conductor distribution lines under Mogra Division, WBSEDCL.	12 Nos.	Rs.3,00,000 (Rupees Three Lakhs Only)	2 % of the Estimated cost To be Submitted as per NIT	30 days (From the date of issuance of DI)	Office Of The Divisional Manager, Mogra Division, Kantapur More, Mogra, Hooghly - 712148

Scope:- The HVD are procured which provides warning of exposed high voltage AC, unknown source of unshield and potentially hazardous AC voltage from a safe distance as per specification under Mogra Division. The supply of the HVD will be directly at Mogra Divisional Store, WBSEDCL. After successful delivery, store papers will be regularized from Mogra Division Office.

SI No	Description	Division	Quantity (No's.)	Delivery Location
1	High Voltage Detector with Detachable FRP stick having sensing distance of 3M for 33KV, 1M for 11KV and 5" for 415V lines	Mogra Division	12 Nos.	Mogra Divisional Store, Mogra Division, Kanta Pukur More, Mogra Hooghly - 712148

Necessary Challan, E-Way Bills are to be provided at point of delivery.

For e-filling of tender, intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate (DSC).

- Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently and duly digitally signed by the prospective bidder through the website <https://wbtenders.gov.in>.

- Technical Document and Financial Bid should be submitted online on or before the 'Date & Time Schedule' stated in Serial Number (12).
- The FINANCIAL OFFER of the prospective bidder will be considered only if the TECHNICAL EVALUATION is found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and absolute in this respect. The list of Responsive and Non-Responsive Bidders will be displayed in the website.

TERMS & CONDITIONS OF THE TENDER NOTICE:**1. Eligibility criteria for participation in the tender:**

1.1 All categories of intending Tenderers who have successfully delivered tendered items to WBSEDCL / other Power Utilities / Other Govt. Departments against Purchase Orders, Inspection Offer letter (if any), Dispatch Instructions (if any), Signed Challans etc. for completing supply & delivery of :

- i. Similar type of HVD of similar voltage level against a contract of any value
- ii. HVD of similar voltage level against a particular contract of amount not less than 50% of the estimated Price during last 3 (three) years.
- iii. Completion Certificate/Payment Certificate of the ordering authority i.f.o. the Bidder.
- iv. Performance Certificate against the above (if any).
- v. Payment Certificate against the above (if any).
- vi. Authorized Dealership Certificate (If applicable).

1.2 Type test report from NABL accredited Laboratory like **CPRI/ERDA**, for the specified materials conducted within the last five years from the date of opening of bid (Technical). Bids not accompanied with type test reports conducted within the last five years & the drawings of the offered Materials duly approved by the Type Testing Agency shall not be considered for evaluation.

1.3 All intending Bidders are required to produce valid copies of current GST Registration certificates, Professional Tax (PT) receipt challan along with PAN Card / IT return & certificate of compliance of statutory obligations (to be documented through e-filing).

2. Successful bidder(s) shall have to mandatorily create Vendor ID through WBSEDCL Web Portal Vendor Corner, if not created earlier.

3. The bidder should submit along with the offer necessary documents in support of their previous supply of the items of the tender to WBSEDCL in earlier occasions and financial capabilities to the extent of the estimated financial amount of their offer.

4. No agent is allowed to participate in the Tender. However, authorized Dealers of the original manufacturers of the items shall be allowed to participate in the tender subject to submission of valid dealership certificate.

5. **Validity of Bids:** Bids shall remain valid for a period not less than **180 (One hundred Eighty)** days after date of financial bid opening. Bids valid for a shorter period shall be rejected by the Tender Inviting Authority as nonresponsive. If the bidder withdraws the bid before the period of bid validity without giving any satisfactory explanation for such withdrawals, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

6. The quoted rates should be inclusive of all taxes & duties (except GST), freight, incidental charges and any other charges up-to delivery of the Goods. The quoted rate should be excluding GST charges. GST will be paid as applicable.
7. The ordered materials should be delivered within 30 days from the date of issuance of DI / purchase order; otherwise, penalty may be imposed as per rules of WBSEDCL for delay in delivery of ordered materials.
8. The necessary documents along with tax invoice are to be submitted at Divisional Store as mentioned in the Scope. The SRV will be issued from the respective Divisional Store, WBSEDCL.
9. At the time of placing purchase order, the quantity mentioned in the Tender Document may vary upto +/- 10%.
10. Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders, General Conditions of Contract of this tender and the Revised Purchase Policy of WBSEDCL.
11. **Delivery of material:** The materials as mentioned in schedule have to be delivered at Mogra Divisional Store, WBSEDCL.
12. **Schedule of Key Dates & Time:**

Sl.No	Particulars	Date & Time
1	Date of uploading of NIT and Tender Documents (online). [Publishing Date]	07.08.2026 at 15:00 Hrs
2	Documents download start date (online).	07.08.2026 at 15:00 Hrs
3	Bid Submission upload start date (online)	07.08.2026 at 15:00 Hrs
4	Bid Submission upload end date incl. Online EMD (online)	01.09.2026 up to 17:00 Hrs
5	Date of submission of original copies for the Earnest Money. Deposit through BG (offline).	02.09.2026 up to 15:00 Hrs
6	Date for opening of Technical bid (online) for the Bidders.	03.09.2026 after 17:00 Hrs
7	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	To be intimated later
8	Date of opening of Financial Bid (online).	To be intimated later

13. **Earnest Money Deposit (EMD): Earnest Money/Bid Security:**

The amount of Earnest money/Bid security shall have to be deposited in a separate cover @ 2% of the estimated amount of tender in the shape of the following options which are available for payment of EMD, for the intending bidders:-

- a. **Net-banking through Payment Gateway.**
- b. **RTGS / NEFT Payment:** On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS / NEFT transaction. The bidder will print the challan and use the pre- filled information to make RTGS / NEFT payment using his bank account. Once the payment is made, the bidder will come back to e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS / NEFT process to be completed.

Reference: 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.

- c. Submission of EMD through BG: For submission of EMD in the form of BG, bidders will have to opt for EMD. Exemption in e-tender portal and upload scanned copy of BG in the EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT.

All offline instruments like Bank Draft, Pay Order etc. is not accepted for e-tender procurement. In case of unsuccessful/ rejected bids, the EMD shall be refunded directly from the e-Tendering portal. However for successful bids, the EMD will be refunded by WBSEDCL as per norms. Further details in respect of online payment as well as refund of EMD are provided within the EMD clause. This is in accordance to the O.O No.: 1994, dated 19.05.2021 and O.O No.: 1997, dated 14.06.2021 of the Director (HR), WBSEDCL.

The bid guarantee shall be valid for 6 (six) calendar months with a claim period up to 3(three) months from the date of opening of bid. Earnest Money / Bid guarantee of the unsuccessful bidder will be released after finalization of tender against the prayer of the respective bidder. No interest shall be payable by WBSEDCL on the above Earnest Money / Bid guarantee.

14. General instructions for online payment:

- i. The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
- ii. 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.
- iii. 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).
- iv. 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.

15. REFUND OF EMD AMOUNT:

- i. 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.
- ii. For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- iii. The bank account used for payment of EMD by 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.
- iv. 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.

16. **Forfeiture of Earnest Money Deposit (EMD):** Earnest money deposit / bid guarantee shall be forfeited in case of the following situations:
- If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.
 - If the bidder deviates from any clarification/confirmation given by him sub-sequent to submission of his bid.
 - In the case of successful bid, if the bidder fails:
 - To accept LOA/Order unconditionally and sign contract.
 - To furnish contract performance bond as per standard proforma.
17. WBSEDCL reserves its right to take decision keeping its financial interest. The Purchase Policy of WBSEDCL along with the provisions of Vendor Rating & Holiday Listing, as effective from 01.09.2012 and the subsequent amendment effective from 18.03.2013 will be applicable.
18. If the offer is submitted without or inadequate Earnest Money, the bid will not be opened. In case of incomplete offer, the tender will be liable for rejection and Earnest Money Deposit will be forfeited.
19. **Right to Reject Bids:**
- I) WBSEDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of the Order, 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.
 - II) Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes will automatically disqualify the bidders.
 - III) Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL/Other Utility/ Govt. Semi Govt. or Govt. undertaking Dept. shall not be eligible to participate in the bidding process.
20. **Cancellation of Tender:** WBSEDCL reserves the right to cancel the tender at any time under unavoidable circumstances in interest of WBSEDCL, without owing any explanation to the Bidders.
21. The company reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
22. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL/Other Utility/Govt. Semi Govt. or Govt. undertaking Dept. shall not be eligible to participate in the bidding process.
23. **WARRANTY PERIOD:** Warranty Period of supplied material should be one year from the date of delivery of the said materials. In case of any adverse report from store or defect found in site, materials have to be replaced or it would affect the vendor rating.
24. **Additional Performance Security** which shall be equal to 10% of the tendered amount must be furnished by the successful bidder if the accepted bid value is 80% or less of the estimate put to tender (L1 bid in the range of -20% to -80%). The additional Performance Security shall be submitted in the form of Bank Guarantee from any scheduled bank valid for a period of 1 (one) year, as per specific format which will be provided by the Tendering Authority, before issuance of the Work Order. This is in compliance of the terms of Memorandum No. 4608-F(Y) dated 18.07.2018 of the Finance department, Government of West Bengal.

25. Terms of Payment:

a) 90% payment of bill will be made within 45 (Forty-Five) days from the date of submission of bill against: Original receipted Challan/Invoice signed by the Store In-charge attached to the respective stores and Balance 10% (including 2 % of EMD submitted with tender) payment will be made within 45(Forty-Five) days of submission of bills along with SRV after expiry of warranty period.

b) Work Order & Payment of work will depend on availability of fund. Intending bidders may consider this criterion while submission of tender and quoting their rate through online.

26. PAYING AUTHORITY: The Assistant Manager (F&A), Mogra Divisional Office, WBSEDCL, will be the Paying Authority.

27. CONSIGNEE: The Store In-Charge of Mogra Divisional Store, WBSEDCL will be the consignee.

28. LIQUIDATED DAMAGE FOR DELAY IN DELIVERY: The time of delivery (successful offer for inspection) of the equipment/materials are to be treated as an essence of the contract and the WBSEDCL reserves the right to repudiate the contract, if the equipment / materials are not physically delivered within stipulated period as per physical delivery clause. But WBSEDCL may at its discretion waive this condition and accept the material with imposition of liquidated damage @ 1/2% of the Value of the materials beyond the schedule delivery period for each week of delay Subject to maximum of 5% of the particular lot and accept the goods beyond the stipulated period.

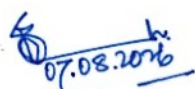
29. Any further information along with WBSEDCL's Revised Purchase Policy may be had from the Website: www.wbasedcl.in and the following office:

Office of the Chief Engineer (Procurement & Contracts),
West Bengal State Electricity Distribution Company Limited,
Vidyut Bhavan, 4th Floor,
Bidhannagar, Kolkata-700091.
Phone No. 033-2319-7563

30. Documents to be submitted in Technical bid- Please refer "Instruction to Bidders" of NIT.

31. Bid evaluation will be conducted only on the basis of final documents uploaded by the bidders within last date and time of online submission. Under no circumstances the bidder will be given any further chance to upload any document (online) after opening of technical bid.

32. All correspondences with regard to above shall be addressed to the **Office of the Divisional Manager, Mogra Division, Kantapukur More, Mogra, Hooghly – 712148**


Divisional Manager
Mogra (D) Division
WBSEDCL
(Tender Inviting Authority)

TECHNICAL SPECIFICATION FOR HIGH VOLTAGE DETECTOR

1.0 The High Voltage Detector (HVD) shall be suitable for detection of aliveness of electrical infrastructure including overhead bare conductor distribution lines. The HVD shall start annunciation with flashing Red LED display and buzzer beeps indicating that the line / infrastructure is LIVE and. not safe to earth and/or carry out any operation. Sensing distance shall have to be at least 3 M for 33 kV and 1 M for 11 kV lines and 5" for 415 V lines.

2.0 SERVICE CONDITION: The High Voltage Detector to be supplied as per this specification shall be capable of detecting live lines on bare conductors under hot, tropical and dusty climate and shall be suitable for satisfactory operation under the following tropical conditions.

- a) Maximum Ambient Air Temperature in shade: 50°C
- b) Minimum Ambient Air Temperature: (-) 5°C
- c) Maximum Relative Humidity : 95 %(non- condensing)
- d) Minimum Relative Humidity: 10%
- e) Maximum Rainfall: 2000 mm
- f) Maximum wind Pressure: 150Kg/Sq.mm
- g) Climatic condition: Moderately hot & humid tropical climate

3.0 SYSTEM CONDITIONS: The High Voltage Detector is intended for use in LT & HT Distribution System. Distribution System is **1Φ2W / 3Φ3W / 3Φ4W** and has the following data:

System Voltage Level	Nominal System Voltage	33 kV	11 kV	415 V
	High System Voltage	36 kV	12 kV	440 V
	Line to Earth Voltage(Nominal)	19.05 kV	6.35 kV	230 V
Insulation Level (Lightning Impulse Voltage)		170 kV	95 kV	1.1 kV
Power Frequency withstand Voltage		70 kV	28 kV	NA
Rated Frequency		50 Hz		
Insulation Resistance		Greater than 100 MΩ		
Sound Pressure		90 dB/Meter ± 10 dB/Metre		

4.0 POWER SUPPLY:

- a) Dry Battery with suitable Voltage Ratings
- b) Commercially available everywhere
- c) Current Consumption: 30 mA (maximum)
- d) Easily replaceable at field level
- e) Battery Low Indication

5.0 SELF DIAGNOSTIC FEATURE: The High Voltage Detector shall be capable of performing complete self diagnostic check in off-line mode with buzzer & flashing LED to ensure the working of the probe before taking on site.

6.0 APPLICABLE STANDARDS:

- 6.1 The HVD Probe shall conform to IS 2071(Part-I) / IEC 61243-1
- 6.2 The Telescopic Rod pieces shall conform to IS 13770(1993) / IEC Pub 855(1985) / IEC 61235

7.0 GENERAL & CONSTRUCTIONAL REQUIREMENTS:

- 7.1 HVD shall be designed and constructed in such a way so as to avoid any danger to the

- operating personnel during use and under normal conditions.
- 7.2 The HVD shall sense aliveness of the system in non-contact condition. However, even if the HVD comes in contact with live part, its functionalities shall remain unaltered and safety of the user shall not be affected.
- 7.3 The HVD shall intelligently sense the presence of voltage without any adjustable pot setting.
- 7.4 It shall have the capability to warn the user with audio annunciation as well as with visual indication about aliveness of the system from a safe distance as per IE rule 1956.
- 7.5 A buzzer shall produce a loud beep which shall be audible even in noisy back grounds.
- 7.6 Bright high intensity Red LEDs shall provide clear visual indication even in unfavourable daylight conditions.
- 7.7 The HVD shall have self-test button to diagnose the battery and proper functioning of the HVD.
- 7.8 The HVD shall have facility of replacement of the power supply battery easily.
- 7.9 The HVD shall have universal connecting link for the attachment of the Telescopic Rod.
- 7.10 The Telescopic Rod shall be of electrically non-conducting, non-allergic, non-hygroscopic, non-ageing material of tested quality with piece to piece self-locking arrangement.
- 7.11 All insulating materials used in the construction of HVD shall be non-hygroscopic, non-ageing and of tested quality.
- 7.12 The silicon petticoat arrangement shall be fixed on rod for decrease of the flash over contact probability with the operator.
- 7.13 The detector shall not have any external accessibility to change the voltage or the sensing distance to ensure the safety of a user to avoid confusion at the site.
- 8.0 DETECTION INDICATION:
- 8.0 The High Voltage Detector shall give the indication with High Intensity LEDs with flashing arrangement there by providing the suitable indication in day light.
- 8.1 The High Voltage Detector shall give audible sound for the presence of live line so that it can be suitably used in populated and noisy areas for easy operation.
- 9.0 DIMENSIONS:
- 9.0 The High Voltage Detector probe shall have universal connecting link with suitable length for the attachment of the Telescopic Rod.
- 9.1 Length of the Telescopic Rod shall be at least 4800 mm.
- 9.2 The detachable type Telescopic Rod shall have few sections/pieces, each section/piece having maximum length of 1600 mm & minimum length of 1200 mm (including coupling) with the bottom section having locking arrangement, to reach the required distance / height.
- 9.3 The outer diameter of the bottom part of the Telescopic Rod shall not exceed 45 mm with tolerance as per IS.
- 10.0 SUITABLE CARRYING CASE: The High Voltage Detector with accessories shall be supplied with the carrying case so as to be carried by the operating person easily & individually.

Instructions to Bidders

1. **General guidance for e-Tendering:** Instructions/ Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.
2. **Registration of Vendors:** Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://wbtenders.gov.in> (the web portal). The contractor is to click on the link for e-Tendering site as given on the web portal.
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 Information's Centre (NIC) on payment of requisite Amount. Details are available at the Web Site stated in Clause-2 of Guideline to Bidder DSC is given as a USB e-Token.
4. The vendors can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
5. **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).

Technical proposal: The Technical proposal should contain scanned copies of the following standardized formats in two folders:

- a) **Statutory Folder Containing**
 - i. Bank Guarantee towards earnest money (EMD) as prescribed in the NIT (For those bidders, who want to submit EMD in form of BG).
- b) **Non-Statutory Folder Containing**
 - i. Company details
 - ii. I.T. return for last 3 (three) financial years,
 - iii. PAN Card details
 - iv. GST registration certificate.
 - v. Credentials: As mentioned in Eligibility criteria

Manufacturer's certificate (if applicable), Authorized Distributorship certificate, Purchase Orders, Dispatch Instructions (if any), Signed Challans/Signed SRV/ Payment Certificate and valid Type test report as per IS from CPRI/ERDA, Make & Brand of delivered materials with approved valid GTP and Drawing for acceptance of the Technical Bid unless of which the bid may be considered as non responsive.

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

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

**WBSEDCL****WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**OFFICE OF THE DIVISIONAL MANAGER | MOGRA DIVISION | KANTAPUKUR MORE |MOGRA
HOOGHLY

PIN - 712 148 Fax- (033) 26844211

E-Mail: dm.mogra@wbasedcl.in

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.

	Category Name	Sub-category Description	Details
1	Certificates	Certificates	a) PAN Card. b) Current Professional Tax (PT) submission Challan cleared up to last month. Application for such addressed to the competent authority may also be considered. c) GST Registration Certificate. d) TYPE TEST REPORT (CPRI/ERDA) in favour of the Brand satisfying the criteria mentioned in specification. e) Authorized Dealership Certificate (if applicable)
2	Company Detail(s)	Company Detail	(a) Trade License (b) Certificate of incorporation of company (if applicable).
3	Credentials	Credential	All categories of intending Tenderers who have successfully delivered tendered items to WBSEDCL / other Power Utilities / Other Govt. Departments against Purchase Orders, Inspection Offer letter (if any), Despatch Instructions (if any), Signed Challans etc. for completing supply & installation of: (a) Similar type of HVD of similar voltage level against a contract of any value, & (b) HVD of similar voltage level against a particular contract of amount not less than 50% of the estimated Price of the tender. (both i & ii should be satisfied)
4	Financial Information	Financial Information	a) Annual Audited Financial Report for last 3 (three) years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whom Audit of Accounts is not mandatory, they shall submit copy of Income Tax Returns along with related enclosures (Form 3CA and Form 3CB) for last 3 years.[Non- statutory documents] b) Average annual turnover during last 3 years shall not be less than 30% of the estimated cost. c) Working capital in the year, proceeding the year of bid submission shall not be less than 30% of the estimated cost. d) In case documents certifying credit facility from a scheduled bank is Submitted, the requirement given in clause © above shall be judged by adding available credit facility and working capital taken together
5	Earnest Money	Earnest Money	Online payment gateway only. Payment acknowledgment receipt should be Uploaded with other requisite documents.

4.2 Financial proposal:

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The vendor is to quote the rate (Offering above / below / at par) online through Computer in the space marked for quoting rate in the BOQ.

Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed.

5. Conditional and incomplete tender:

Conditional and incomplete tenders are liable to rejection.

6. Validity of Tender and Offer:

The offer against tender should remain valid for a minimum period of 180 days from the next day of opening of the tender. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the Offer.

7. Opening and evaluation of Tender:

7.1 Opening of Technical Proposal

- i. Technical proposals will be opened by the Tender Inviting Authority or his authorized Representative electronically from the website stated above, using their Digital Signature Certificate only for those bidders whose sample check is validated.
- ii. Intending bidders may remain present if they so desire.

7.2 Techno-commercial Evaluation of Tender

- i. While evaluation, the Tender Inviting Authority or his authorized representative may summon the bidders and seek clarification / information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- ii. The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portals. Date of opening of financial bid will be intimated to the Techno-commercially qualified bidders.

7.3 Opening and evaluation of Financial Proposal

- i. Financial proposals of the bidders declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date.
- ii. After opening of the financial proposal the preliminary summary result containing interlaid, name of bidders and the rates quoted by them will be uploaded.
- iii. The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.

8. Revision/withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority.

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

10. Purchase Order: WBSEDCL will communicate acceptance of tender to the successful bidder by a Purchase Order. The successful bidder shall communicate the acceptance of the purchase order.

11. Test Report/GTP: Upon award of the contract, the bidder must submit the guarantee certificate, all relevant test reports, and the Guaranteed Technical Particulars (GTP) in accordance with the prevailing standards of WBSEDCL, along with the supplied materials

12. Concession: No price preference will be allowed to any bidder based on the size of the industry or its geographic location. Co-operative Society will not be considered with separate status.

13. Holiday Listing and Vendor Rating: Holiday Listing & Vendor Rating will be applicable according to the "Holiday Listing & Vendor Rating" policies of the Revised Purchase Policy, which is posted in website of WBSEDCL

(www.wbasedcl.in).Performance of the bidders, who supplied materials/equipment to WBSEDCL previously, will be evaluated for their Vendor Rating according to the said Vend or Rating policy and their Vender Rating will be taken into consideration at the time of evaluation of Technical and Financial Proposals of the tender.

14. Bid evaluation will be conducted only on the basis of final documents uploaded by the bidders within last date and time of online submission. Under no circumstances the bidder will be given any further chance to upload any document (online) after opening of technical bid.

GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION FOR WORKS

1. Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <http://wbtenders.gov.in> (the web portal). The contractor is to click on the link for e-Tendering site as given in the web portal.
2. The intending bidder(s) required to quote the rate 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 excluding service tax. The estimated cost is exclusive of Service Tax. Relevant Service Tax as applicable for the work 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 financial bid opening of tender.
6. Earnest Money as per NIT should be submitted with the tender in the form of Bank Draft / Bankers Cheque / Pay Order issued from any Scheduled Bank in favor of the "West Bengal State Electricity Distribution Company Limited". Amount of Earnest Money shall be 2% (two percent) of the pro-rata estimated value of the Item wise offered quantity.

Earnest Money shall be in the form of Bank Draft/Pay Order/Banker's Cheque of scheduled Bank drawn in favour of WBSEDCL payable at Kolkata or by Bank Guarantee as per WBSEDCL's Format with validity upto 6 (six) months from the due date of tender submission and with a claim period of another 3 (three) months.

Tenderer 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 tenderer, if any, will not be applicable. Earnest Money Deposit (EMD) in e-tendering process will be collected and refunded in online mode through <https://wbetenders.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.

7. 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 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 date of completion of job.

8. 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 fulfilment 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.

9. 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 head office at Vidyut Bhawan, Block- DJ, Sector-II, Kolkata-700091.
- The Engineer-in-Charge / Supervising Officer shall mean the Engineer deployed by the company for the purpose of this contract.
- In this case the supervising officer is the concerned AE(U), Store In-Charge, Mogra Division, WBSEDCL. 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.

10. Scope of work:

The quantity as indicated in this document is provisional and should not be taken as firm. The extent to which the work should actually be executed will depend on scope & circumstances at the time of execution of work. Any reduction or enhancement of quantum of work would be advised by the controlling officer in writing. The company reserves the right to reduce the quantity of work as shown in the enclosure even substantially without assigning any reason there of taken up departmentally or decided otherwise for which no compensation is payable to the successful bidder under any circumstances.

11. Specification of work:

No job can be started by the contractor till the scope is approved by the controlling officer. The work should conform to Company's general condition of contract, standard specification and approved drawing of the Company. For any deviation in this respect without written approval of the controlling officer the entire work is liable for rejection. The method of execution shall obviously satisfy relevant provisions laid in the bid documents. Rates are inclusive of all incidental Charges.

12. Guarantee Period:

The contractor shall guarantee the executed work for a minimum period of 12 (twelve) months from its actual completion. If any defect in the executed work is detected during this guarantee period, the contractor will have to rectify or replace the same at his own cost and responsibility within 15 (fifteen) days from the date of intimation from the Company in this regard. If the contractor fails to carry out such rectification, the Company shall have the right to engage any other contractor for such rectification and any extra cost incurred by the Company for such rectification will be realized from the pending bill(s) and / or security deposit of the original contractor for this contract or any other contract under the Company.

13. Safe custody of Company's materials and erected work:

The contractor would be entirely responsible for all the materials/equipment issued to them for the work and for the executed portion till the installation is officially taken over by the Company. The Contractor would have to arrange Storage-cum-Erection insurance policy exclusively in the name of WBSEDCL from any subsidiaries of the General Insurance Corporation of India with the concurrence of the controlling officer concerned extended for a period from the date of issuance of the first lot of materials to the date of official takeover by the company. It would be the responsibility of the contractor to keep the policy alive throughout the desired period by timely and adequate payment of premiums. Value of the policy shall cover the material and labour cost for the contract. If the amount of contract is modified subsequently, the insurance coverage should also be modified accordingly. For any loss, damage or theft of issued materials and/or erected work before taking over, the cost will initially be deducted from any pending payable amount. Necessary compensation, when realized through the insurance will be credited to the contractor's account for settlement of the claim in due course. The original stamped Insurance policy has to be handed over to the controlling officer before first lot of materials is issued in contractor's favor.

14. Tools & tackles:

The contractor must be properly equipped with all requisite tools & tackles in sufficient quantity to ensure timely execution of work.

15. Handing over and Taking over:

After completion of the erection work, the contractor will intimate the controlling officer in writing with six copies of blue prints drawing layout and other details of the erected infrastructure. The controlling officer, on receipt of the intimation, will arrange inspection with concerned O&M Distribution Engineer, preferably within 15 days but not later than 30 days. If

any defects are found, those will be intimated to the contractor in writing by the controlling officer. The contractor will have to rectify such defects within 15 days at their own cost and responsibility. On receipt of the intimation in writing the controlling officer may again inspect the works. After satisfactory completion of works, the company will arrange to take over the installation within 30 days. The installation in any case will be deemed to have been automatically taken over by the company on 45 days from the date of receipt of the last intimation regarding completion of the rectification of works as the case may be, if nothing to the contrary has been intimated to the contractor in writing by the controlling officer.

16. 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.

17. General Requirement:

17.1. 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.

17.2. 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.

17.3. 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 stated 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.

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

17.5. 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.

17.6. 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 are 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.

17.7. 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.

17.8. 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.

17.9. 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.

17.10. 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.

17.11. 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.

17.12. 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.

17.13. 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.

18. 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.

19. Compliance of Labor Laws:

The Contractor shall comply with 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.

20. 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.

21. 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:

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

21.2. When above clause (Cl. No. 21.1) shall not be applicable, the rate shall be taken from WBSEDCL schedule of rates for schedule prevailing at the time of submission of bids plus/minus the contractual rate of quotation.

21.3. When Cl. No. 21.1 & 21.2 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.

22. Terms of Payment:

Progressive R/A bills, against the prayer of the contractor, for an amount of minimum 20% (twenty percent) of the ordered value or as deemed justified by the Controlling Officer shall be released against certification of the Controlling Officer. The final bill shall be released on completion of the work in all respect and fulfilment of all contractual obligations by the contractor.

The Assistant Manager (F&A), Mogra (D) Division will be the paying authority of the work.

23. Completion of Contract:

All works under the contract must be completed within Thirty days, while portions of the work as per programmed 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 any default on the part of the contractor to complete the work within stipulated date(s) aforesaid or within the time as may be extended in writing by the controlling officer subject to payment of liquidated damages, the company 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 company on that account. Any letter in writing by the controlling officer shall be treated as conclusive on behalf of the Company.

24. 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.

25. 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.

26. 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.

27. 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.

28. Liquidated Damage:

If the Contractor fails to complete the works within the time prescribed herein or extended time for completion, then the Contractor shall pay to the Company 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 Company 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.

29. Company's Right to Terminate Contract:

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

29.2 If the contractor neglects or fails to proceed with the work proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time for completion or within the extended time approved by the WBSEDCL, the WBSEDCL shall have right to terminate the Work Order / Letter of Intent after giving notice in writing to the contractor. If

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

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

As regards specification of materials, execution of work and the mode of measurement relevant stipulation of P.W.D. Schedule of rates, (applicable at site of work) in this respect will be applicable.

The contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing and measurement of work at his own cost.

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

It is obligatory under the provision of Income Tax Act 1961 and West Bengal VAT Act 2003.

(VAT on Work Contracts) to deduct tax to at source then the same will be deducted from the bills as applicable.

The Contractor is required to follow the Building and Other Construction Work Welfare Act, 1996. Registration of his establishment under section-7 of the building and the Construction Worker's (Regulation and Condition of Service) Act, 1996 is to be made after the contract is awarded. 1% (one percent) Cess towards BOCWWC Act, 1996 will be deducted from its total amount of each bill. For these deductions certificate will be issued as per rules.

32. 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.

33. Sub-letting of Contract:

The Contractor shall not assign or sublet his contract or any part thereof or for any part of the work provided.

34. 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 an objection 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.

35. 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.

36. 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

37. 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.

38. 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.

39. 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.

40. 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.

41. 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 Performa, 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.

42. Wherever and whenever a material or article is specified or described by the name of a particular brand, manufacturer, vendor, the specific item mentioned shall be understood as establishing type, function, quality and not as limiting competition. However bidders may offer other similar components / accessories provided they meet with the required standards, design, duties and performance.

Goods and accessories so offered shall conform to type test and shall also be subjected to acceptance and routine tests in accordance with the requirements stipulated in this specification. The WBSEDCL reserves the right for repeating any or all of the type tests to be conducted on the goods supplied.

43. Miscellaneous:

43.1. For timely completion of the work the contractor must have to deploy all necessary equipment, tools & tackles and machineries, adequate shuttering to execute the work at a time to perform all works simultaneously as per requirement of WBSEDCL.

43.2. 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.

43.3. 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.

43.4. 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.

43.5. 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.

43.6. The Contractor shall strictly follow the 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.

43.7. 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. 43.8. 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. 43.9. The Contractor shall provide all necessary storage at the site in specified areas for all 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.

43.10. The cost of testing of any material shall be borne by the Contractor.

43.11. All works are to be carried out with due regard to the convenience of the occupants of the premises 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 existing structure.

43.12. 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.

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

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

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

43.16. All drawings supplied with the bid documents are for guidance only.

43.17. Measurement of works executed will be taken by the Engineer-in-charge or his representative jointly with the representative of contractor and will be recorded in the measurement book (s).

ANNEXURE –I

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER (For genuineness of the information furnished on- line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility) I. _ _ , Partner/Legal Attorney/Accredited representative of

M/S, _____ solemnly declare that:

1. We are submitting Tender for the Work ____ _ against Tender Notice No _ Dated
2. None of the Partners of our firm is relative of employee of W.B.S.E.D.C.L.
3. All information furnished by us in respect of 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 the Tenderer

Dated _

ANNEXURE-II

Format of Letter of Bid

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

To,

The Tender Committee

Sub: Letter of Bid for the work

Ref: 1. NIT No _____ dated _____

2. Tender Id No _____

Dear Sir,

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

This Bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us. We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

Signature of the Tenderer

Dated _____

ANNEXURE-III

Dated: _

DECLARATION BY THE TENDERER

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

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

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

--
Signature of Tenderer

--
Postal address of the Tenderer

Annexure - IV

**FORMAT OF THE BANK GUARANTEE FOR
ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

To
The (Designation of Engineer-in-Charge)
..... (Office address of Engineer-in-Charge)
.....
West Bengal,

WHEREAS..... (name and address of contractor) (hereafter called "the Contractor") has undertaken, in pursuance of contract no. Dated to execute (name of Contract and brief description of works) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a Bank Guarantee by a scheduled commercial Bank for the sum specified therein for "ADDITIONAL PERFORMANCE SECURITY DEPOSIT" for compliance with his obligation in accordance with the Contract;

NOW WHEREAS We (indicate the name of the bank and branch) have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE We (indicate the name of the bank and branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upto a total Rs. (amount of guarantee) (in words). We undertake to pay you, upon your first written demand and without cavil of argument, a sum within the limits of(amount of guarantee) as aforesaid without your to prove or to show grounds or reasons for your demand for the sum specified therein.

We..... (Indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us within the demand.

We..... (Indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal..... the present absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We..... (Indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We..... (Indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This guarantee shall be valid upto It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of six months for the Bank Guarantee. Notwithstanding anything mentioned above our liability against this guarantee is restricted to

Rs.....(Rupees.....) and unless a claim in writing is lodged with us within the validity period i.e. uptoof this guarantee all our liabilities under this guarantee shall cease to exit.

Signed and sealed this dayof20at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank

By:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES: (1) The bank guarantee should contain the name, designation and code number of the Officer(s) signing the guarantee.

The address, telephone number and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref.

Date:

To

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

West Bengal

Dear Sirs,

Sub: Extension of Bank Guarantee No..... for Rs..... favoring yourselves, expiring
on..... on account of M/s..... in respect of Contract No.....doted
..... (hereinafter called original Bank Guarantee).

At the request of M/s..... We.....Bank, branch office at..... and having its Head
Office at do hereby extend our liability under the above mentioned Bank Guarantee
No..... dated for a further period of.....(Years/Months] from..... to expire
on..... Expect as provided above, all other terms and conditions of the original bank guarantee
No.....dated..... shall remain unaltered and binding.

Please treat this as an Integral part of the original bank guarantee to which it would be attached.

Yours Faithfully,

For.....

Manager/Agent/Accountant.

Power of Attorney No.....

Dated.....

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate value shall be purchased in the name of the bank
who has issued the Bank Guarantee.