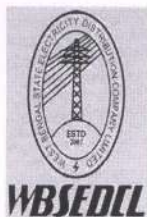


West Bengal State Electricity Distribution Company Limited



(A Government of West Bengal Enterprise)
CONTAI DIVISIONAL OFFICE, CONTAI DIVISION
Monoharchak, Contai, West Bengal
PIN -721401

Phone no- 8900799230

E-Mail: dm.contai@wbasedcl.in

Registered Office: "Bidyut Bhavan", Block – DJ, Sector – II, Bidhannagar, Kolkata – 700091, Website: www.wbasedcl.in
Corporate Identity Number (CIN): U40109WB2007SGC113473.

NOTICE INVITING e-TENDER

NIT No. : WBSEDCL/CD/E-TENDER/2023-24/ 07

Date: 15.01.24

The Divisional Manager, Contai Division, WBSEDCL, invites e-Tender (on Item Rate Template) for the work detailed below :- (Submission of Bid through online)

| | Name of Work | Tendered Amount (Rs) | Earnest Money Deposit(EMD) Rs. | Period of Completion | Name & address of the Concerned Office |
|-----|--|--|--|----------------------|---|
| 01. | Laying of 33 KV 3 Core 400 Sq. mm. XLPE UG Cable by open-Cut & Micro-tunnelling from Digha 33/11 KV Sub-Station to the premises of New Bulk Connection i.r.o. M/S Janatha Bengal Marine Products, Mouza-Jagaibasan, Digha. | Rs.1752928.00 (Rupees Seventeen Lakh Fifty Two Thousand Nine Hundred Twenty Eight Only) | Rs.35100.00 (Rupees Thirty Five Thousand One Hundred only) | 30 (Thirty days) | Office of the Divisional Manager, Contai(D) Division, WBSEDCL, Monoharchak, Contai, West Bengal, PIN-721401 |

Terms & Conditions of the E-Tender:

1. Intending Bidders should download the tender documents from the e-Procurement portal of Government of west Bengal <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently duly digitally signed through the website <https://wbtenders.gov.in>.
2. Technical Documents and Financial Bid should be submitted online on or before as per the 'Date & Time Schedule' stated in Sl. No. -06.
3. The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL DOCUMENT of the tenderer 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.
4. **Eligibility criteria for participation in the tender:** Bona fide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. who have successfully completed the work to WBSEDCL / other Power Utilities / Govt. / Semi Govt. Departments/ Govt. undertaking Organizations /Govt.



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Enterprises during last 3(three) years in one similar completed works costing not less than the amount equal to 50% of the estimated value.

4.1 Documents of Credential (in the form of work completion certificates and payment certificates) of executing similar nature of works.

4.2 All intending Bidders are required to upload valid copies of:

- GST registration certificate
- PAN Card.
- I.T Return for last three financial years (2020-21, 2021-2022, 2022-2023)
- Professional tax deposit challan for last month i.e., November 2023
- Trade license
- Registered HSN/ SAC Code as applicable against quoted item.
- Company registration no (if bidder is company)
- Copy of previous order of similar type jobs.
- License of Electrical Contractor.
- Valid Electrical Supervisor Certificate (Part:VII.b)

All documents must be self-authenticated.

5. No mobilization / secured advance will be allowed.

6. Date & Time schedule: -

| Sl. No. | Particulars | Date & Time |
|---------|---|-----------------------------|
| 1. | Date of uploading of N.I.T and Tender Documents (online). [Publishing date] | 16.01.2024 after 15:00 hrs. |
| 2. | Documents sell / download start date (online) | 16.01.2024 after 17:00 hrs. |
| 3. | Pre Bid Meeting | 22.01.2024 at 11:00 hrs. |
| 4. | Bid Submission upload start date (online) | 22.01.2024 at 14:00 hrs. |
| 5. | Bid Submission upload end date (online) | 05.02.2024 at 17:00 hrs. |
| 6. | Date for opening of Technical bid (online) for the Bidder | 08.02.2024 at 11:00 hrs. |
| 7. | Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online). | To be intimated later |
| 8. | Date for opening of Financial Bid (online). | To be intimated later |

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

7. Bid validation: Bids shall remain valid for a period not less than 180(One hundred eighty) days after date of Bid opening of tender. Bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the tenderer 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.

8. Earnest Money: The amount of the Earnest Money is Rs. 35100.00 /- (2% of Estimated Value)

- A bidder desirous of taking part in a tender invited by Offices of WBSEDCL shall login to the e-Procurement portal of Government of West Bengal <https://wbtenders.gov.in> using his login Id and password.



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- The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:
 - Net-banking through Payment Gateway.
 - 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 bidders 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 the e-Procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.
 - **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 the 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.
- EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. Partial payment through online mode and remaining submission through BG is not allowed.
- **General Instructions for Online Payment:**
 - 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 amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
 - 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.
- **Refund/Settlement of EMD Amount:**
 - For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of upload status of any bid.
 - For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
 - 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.
 - 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.
- Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Code, if not created earlier.



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- 9. Security Deposit:** In respect of successful bidder, the Earnest Money after acceptance of Tender shall be converted as a part of the security deposit. The successful bidder who deposited Earnest Money, balance of necessary 3 % of security deposit shall be realized from the final bill amount. In all cases the amount of recovery of the final bill will be so adjusted as to make the total amount of security deposit equivalent to 3 % value of the contract value.
- 10. Specification of Work:** The work should confirm to WBSEDCL's general conditions of contract, standard specification, approved drawing of the WBSEDCL satisfying relevant provisions of I.E. rules.
- 11. Tools & Tackles:** You shall be equipped with reliable sets of tools and tackles in sufficient quantities so as to complete the work entrusted with you as expeditiously as possible.
- 12. Safe Custody of WBSEDCL's Property:** You shall be entirely responsible for all the materials issued to you for the works and the executed portion of work till it is officially taken over by the WBSEDCL. It is your responsibility to keep the policy alive throughout the desired period by timely and adequate payment of premium.
- 13. Penalty for delay in Completion:**
 - 13.1** If the contractor fails to complete the work successfully within the time specified in the contract or any extension thereof, the company shall recover from the contractor as liquidated damages a sum of half percent (1/2%) of the contract value of works for each calendar week of delay or part thereof of delay subjected to Force Majeure.
 - 13.2** The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work. An extension of time without imposition of liquidated damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted by the contractor who has to establish that the extension of time required by him was not due to his fault.
- 14.** The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtained all information that may be necessary for preparing Bid and entering into an agreement for the work / works as mentioned in the NIT, before submitting offer with full satisfaction. The costs for visiting the working site shall be at the bidder own expense.
- 15.** The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of the Bid, the Tender Inviting Authority reserves the right to accept or reject any / all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the Bidder at the stage of Bidding.
- 16.** Payment will be depended on availability of fund. Intending bidders may consider this criteria while submission of tender and quoting their rate through online.
- 17.** No Conditional Bid / Incomplete Tender will be accepted under any circumstances.
- 18.** At any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process, found incorrect / manufactured / fabricated, that bid will be considered a nonresponsive and outright rejected with forfeiture of Earnest Money and action will be taken as per stipulation of IT Rules in force.



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19. Before issuance of Letter of Acceptance / Work order, the tender accepting authority may verify the credential & other documents of the lowest bidder so uploaded online if found necessary. If it is found such document incorrect / manufactured / fabricated, Letter of Acceptance / Work order will not be issued in favour of the bidder under any circumstances and action will be taken accordingly.
20. The Tender Inviting Authority reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.
21. The company shall 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 of WBSEDCL during execution shall have to be compensated in full as per direction of the Tender Inviting Authority.
22. Standard safety norms as prescribed in the rules and regulations of WBSEDCL has to be religiously followed.
23. Penalty of ½ % per week of delay or part thereof subject to maximum of 2.5 % of the ordered value will be charged on the bill for non-delivery of the materials within time.
24. 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 along with the Revised Purchase Policy of WBSEDCL.
25. 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.
26. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.
27. 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.
28. Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.
29. **The Divisional Manager, Contai Division, WBSEDCL shall act as Controlling Officer.**
30. **PAYING AUTHORITY: The Manager (F&A), Contai Division** will be the paying authority.
31. **LOSS AND DAMAGE OF MATERIALS:** The contractor shall be responsible for safe custody of all materials until the installation is officially taken over by the Company. For any loss including theft/pilferage/damage during the period of transportation, storage, erection, jointing, reinstatement etc. the same shall be made good by the contractor at his own cost and arrangement.



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

All correspondence with regard to above shall be the following address.

The Divisional Manager
Contai Division, WBSEDCL
Monoharchak, Contai
Pin-721401

Tender Inviting Authority (For WBSEDCL)

(S.Das)

S.E. & Divisional Manager
Contai Division
WBSEDCL



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INSTRUCTION TO BIDDERS

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

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

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

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

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

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

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

Click the check boxes beside the necessary documents in the My Document list and then click the tab “**Submit Non Statutory Documents**” to send the selected documents to Non-Statutory folder. Next Click the tab “**Click to Encrypt and upload**” and then click the “**Technical**” Folder to upload the Technical Documents.

Opening of Technical proposal: Technical proposals will be opened by the Divisional Manager, Contai Division Office, WBSEDCL, Monoharchak, Contai, Pin-721401 and his authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).

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

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

The above should be arranged in the following manner:

Click the check boxes beside the necessary documents in the My Document list and then click the Tab ‘Submit Non Statutory Documents’ to send the selected documents to Non-Statutory folder. Next, click the tab “Click to Encrypt and upload” and then click the “Technical” Folder to upload the Technical Documents.



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| Sl. No. | Category Name | Sub-category Description | Details |
|---------|-----------------------|--------------------------|---|
| 01. | Certificates | Certificates | a) PAN Card. b) Copy of I.T. return for last 3 (three) financial years. c) GST registration No., GSTIN, HSN Code & SAC Code d) Professional Tax Paid Certificate e) EPF registration certificate. f) E.S.I Registration. g) Self attested copy of Electrical Contractor's License with validity. h) Self attested copy of Electrical Supervisor's Certificate with validity. |
| 02. | Company Detail(s) | Company Detail | Trade License in respect of the prospective Bidder, Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License) Ltd Company (Incorporation certificate, Trade License) |
| 03. | Credentials | Credential | a) satisfactorily completed at least one similar nature of work under the authority of State/Central Government, State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government of executed value not less than 50% of the estimated cost in a single contract during last 3 (three) years. b) Documents of Credential (in the form of work completion certificates or payment certificates). |
| 04. | Financial Information | Financial Information | a) Copy of IT returns for last 3 financial years. b) Annual Audited Financial Report for last 3 years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whose Audits of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA and Form 3CB) for last 5 years. [Non-statutory documents] c) In case documents certifying credit facility from a scheduled bank is submitted, the requirement shall be judged by adding available credit facility and working capital taken together. |
| 05. | Earnest Money | Earnest Money | Scanned copy of Bank Draft / Pay Order. |
| 06. | Tender Cost | Tender Cost | Scanned copy of Bank Draft / Pay Order. |

- The bidder shall have to go through all the "Annexures" enclosed in this bid document and submit the filled in proforma of the appropriate/relevant annexures with the bid document putting the signature with seal of the Company before uploading the tender viz. Annexure-I (declaration of submitted documents), Annexure-II (Bid Proposal), Annexure-III (declaration by the tenderer), Annexure-IV (Proforma of declaration of Black Listing/Holiday Listing) etc.
- If there is no deviation from the bid, the Annexures should be stroked out and signed with seal of the Company before uploading the bid document.
- Price bid should contain the priced "Bill of Quantities" (BOQ) in one cover (folder). Bidder is to quote the rate on 'Item rate template' in BOQ.



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

8. CLARIFICATION OF BIDDING DOCUMENT: Should there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBSEDCL, marked to the Divisional Manager, Contai Division office, Monoharchak, Contai, Pin-721401 within the date specified for this purpose. The clarification given in the pre-bid discussion shall be final and binding on the bidder.

9. BID PRICES:

a. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against this contract.

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

10. PROCESS TO BE CONFIDENTIAL:

10.1 After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

10.2 Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.

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

12. EVALUATION AND COMPARISON OF BIDS:

12.1 On examination of document submitted under different covers WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.

12.2 Evaluation of bid will include and will take into account:

12.2.1 Cost of construction/erection including taxes & duties etc. but excluding GST.

12.2.2 The owner shall evaluate and compare only the bids (Item rate BOQ) determined to be substantially responsive.

12.2.3 The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document also.

12.2.4 Evaluated bid price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract if satisfied all requirements.

12.2.5 Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

(i) Opening of Technical proposal: Technical proposals will be opened by the Divisional Manager, Contai Division office, WBSEDCL, Monoharchak, Contai, PIN-721401 and his authorized representatives electronically from the web site stated using their Digital Signature Certificate (DSC) only who have submitted cost of tender and EMD in offline mode within scheduled date and time. Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected. Summary list of technically qualified bidders will be uploaded online. Pursuant to scrutiny & decision of the Department, the list of eligible bidders will be uploaded in the web portal.

(ii) Techno-commercial Evaluation : On examination of documents submitted under different covers WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step. WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive. The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document. Evaluated bid price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

(iii) Opening and evaluation of Financial Proposal: Financial proposals of the tenderers declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed date. The encrypted copies will be decrypted and the rates will be read out to the bidders



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remaining present at that time. After opening of the financial proposal the preliminary summary result containing inter alia, name of bidders and the rates quoted by them will be uploaded. The Tender Accepting Authority may ask any of the tenderers to justify the rate quoted by that tenderer.

13. TAXES, DUTIES AND OTHER LEVIES:

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

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

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

15. LANGUAGE AND MEASURES: All documents pertain to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions, drawings or any other writings be written in English language. The metric system of measurement shall be used exclusively in this contract.

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

16.1 **"Corrupt practice"** means the offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and

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

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

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

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

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

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



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

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

22. AMENDMENT OF BIDDING DOCUMENTS:

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

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

Sd/-

Divisional Manager
Contai Division, WBSEDCL



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GENERAL CONDITIONS OF CONTRACT

1. **DEFINITION OF TERMS:** In writing these General Conditions of Contract, Specification and Bill of quantity/bidding schedule (schedule of work) the following words shall have normally the meanings here-in- after indicated unless there is something in the subject matter of content inconsistent with such construction. The **Company / purchaser / Owner / Department** shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD, having its Office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata-700091. The **Engineer-in-Charge/Controlling Officer** shall mean the Engineer designated by the Company for the purpose of this contract. **Company's representative** shall mean any person or persons of consulting firm appointed and remunerated by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope.

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

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

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

General conditions shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto. The terms **Services** shall mean all works to be undertaken by the contractor as laid down under the head "scope of contract" or elsewhere in the specification enclosed. When the words "approved", "subject to Approval", "As directed", "Accepted", "Permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.

Month shall mean calendar month.

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

The work **"Site"** shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.

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

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

2. **SCOPE OF WORK:** Laying of 33 KV 3 Core 400 Sq. mm. XLPE UG Cable by open-Cut & Micro-tunnelling from Digha 33/ KV Sub-Station to the premises of New Bulk Connection i.r.o. M/S Janatha Bengal Marine Products, Mouza- Jagaibasan, Digha.

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

4. **PERFORMANCE BOND/SECURITY DEPOSIT:** It is applicable for successful bidder. As a contract security the contractor shall have to furnish Performance Bond in the form of Demand Draft amounting to 10% (**ten percent**) of the contract price (**to be mentioned in the LOI/Order**) to guarantee the faithful performance and security of the contract in accordance with all the conditions and terms stipulated herein. Performance Bond will also have the guarantee for successful and satisfactory performance of the works to be done under the contract till the expiry of the guarantee period. The performance guarantee is to be submitted to the Controlling Officer of the work immediately on receipt of the Order.

5. **Refund of Performance Bond / Security Deposit :** Refund of Security deposit shall be subject to Company's right to deduct/appropriate its dues against the contractor under this contract or any other contract. The Security Deposit for all type of bids shall be released only after satisfactory expiry of the defect liability period.

6. **FORFEITURE OF EARNEST MONEY/ BID GUARANTEE for Successful Bidder:** Earnest money/Bid guarantee shall be forfeited in case of following:

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

6.2 If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.



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6.3 In case of successful bidder fail to accept LOI/Order unconditionally.

7. DEFECT LIABILITY PERIOD

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

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

7.3 After completion of defect liability period, and on completion of satisfactory rectification of defects, if any reported within the defect liability period, and on receipt of the application from the contractor the controlling Officer of the work will recommend release of security deposit.

8. MANNER OF EXECUTION OF CONTRACT AGREEMENT

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

9. GENERAL REQUIREMENT

9.1 The contractor shall execute, complete and maintain the work as per direction of the Controlling Officer/Engineer-in-Charge of the work or his representative

9.2 **Contractor to submit programme:** Within 14 (fourteen) days from the date of issue of letter of intent/order, the contractor shall submit a programme showing the order, procedure and method in which he proposes to carry the work.

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

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

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

9.6 **Protection of work :** The Contractor shall in connection with the work provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary if required by the company or by any competent authority for the protection of the work or for the safety and convenience of the public or others.

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

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



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

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

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

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

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

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

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

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

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

16. MEASUREMENTS AND TERMS OF PAYMENT :

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

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

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

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

16.5 The company reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed item, if any, of the contractor exceeds the amount of such overpayments and irrespective of the fact whether such disputed



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claims of the contractor are subject matter of arbitration or not. The amount of such overpayment may be recovered from subsequent bill, under the contract, failing that from contractor's claim under any other contract with the company or from contractors security deposit or from the amount retained or the contractor shall pay the overpayment on demand.

17. COMPLETION OF CONTRACT: All works under the contract must be completed by 45 days. It is to be noted that time is the essence of the contract and any default on the part of the contractor to complete the work within the stipulated date/dates aforesaid or within the time as may be extended in writing by the controlling officer subject to the payment of liquidated damages, the company shall have the right, without prejudice to any other clauses, to terminate the contract forthwith and to take possession of balance work/ materials and have the same allotted to any other agency and the contractor shall be liable to compensate the loss that may be occasioned to the Company on that account. Any letter in writing by the Controlling Officer shall be treated as conclusive on behalf of the Company.

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

19. MATERIAL AND WORKMANSHIP: All the work shall be executed with the materials as specified and with best workmanship and/or in the best manner to the satisfaction of the Engineer-in-Charge/ Controlling Officer.

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

21. LIQUIDATED DAMAGES:

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

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

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

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

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



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

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

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

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

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

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

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

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



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

SERIOUS INJURIES:

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

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

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

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

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

Sd/-
SE & Divisional Manager
Contai Division
WBSEDCL

Enclosure:

1. ANNEXURE -I-Declaration of submitted documents
2. ANNEXURE -II Letter of Bid
3. ANNEXURE -III DECLARATION BY THE TENDERER
4. ANNEXURE -IV Proforma of declaration of black listing holiday listing


SE & Divisional Manager
Contai Division
WBSEDCL

ANNEXURE –I

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER (For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I. _____, Partner/Legal Attorney/Accredited representative of
M/S _____, solemnly declare that:

1. We are submitting Tender for the Work _____ against
Tender Notice No _____ Dated _____
2. None of the Partners of our firm is relative of employee of W.B.S.E.D.C.L.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

Signature of the Tenderer

Dated _____

ANNEXURE-II

Format of Letter of Bid

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

To.
The Tender Committee

Sub : Letter of Bid for the work

Ref : 1. NIT No _____ dated _____

2. Tender Id No _____

Dear Sir,

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

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

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

Signature of the Tenderer

Dated _____

ANNEXURE-III

Dated: _____

DECLARATION BY THE TENDERER

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

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

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

Signature of Tenderer

Postal address of the Tenderer

PROFORMA OF DECLARATION OF BLACK LISTING
HOLIDAY LISTING

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s which is submitting the application for enlistment nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing Partner have been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/state power utility services, except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s submitting the application for enlistment nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/state power utility services except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a Company:

We hereby declare that we have not been placed on any holiday list or black list declared by WBSEDCL, WBSETCL or any central/state power utility services, except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular WBSEDCL, WBSETCL or is Administrative Ministry, shall have the right to reject my/our enlistment/bid and if the bid has resulted in a contract, the contract is liable to be terminated.

Signature with date & seal of the Bidder