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

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

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

NIT No. : BNDDII/ETENDER/2026-27/21/1581 Date : 09.10.2026

NOTICE INVITING E-TENDER

The Divisional Manager, Bidhannagar-II Division, WBSEDCL invites e-Tender only from the **manufacturer/ authorized dealers of Raychem RPG** (Submission of Bid through online) who have successfully completed delivery of similar nature of materials :

Sl.	Name of the Work	Estimated Cost	Earnest Money	Period of completion	Name & address of the Concerned Office
1	**Supply & Installation of 80 numbers of 11KV O/D HS Ter. Jnt. FOR 3x95SMM XLPE CAB**	**Rs.1119050.00** (Rupees Eleven Lakh Nineteen Thousand and Fifty only)	**Rs.22381.00** (Rupees Twenty Two Thousand Three Hundred and Eighty One only)	45 days	Bidhannagar II Divisional Office, WBSEDCL, Prafulla Kanan, Krishnapur, Kolkata 700101.
2	**Supply & Installation of 100 numbers of 11KV I/D HS Ter. Jnt. FOR 3x95 SMM XLPE CAB**				
3	**Supply & Installation of 35 numbers of 11KV ST THR. HS JNT. FOR 3x95 SMM XLPE CAB**				

N.B. : The said Jointing Kits should confirm to the latest IS specification. The installation of the Jointing Kits along with supply of necessary materials (if any), needs to be done by the authorized personnel of the supplier of the Jointing Kits as and when required and the price should be quoted accordingly.

Terms & Conditions of the E-Tender :

1. In the event of e-filling intending bidder may download the tender document from the website https://wbtenders.gov.in directly with the help of Digital Signature Certificate.
2. Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently duly digitally signed by the Tenderer through the website https://wbtenders.gov.in.
3. Technical Document and Financial Bid should be submitted online on or before as per the 'Date &Time Schedule' stated in Sl. No.-07.
4. The FINANCIAL OFFER of the prospective tenderers will be considered only if the TECHNICAL DOCUMENT of the tenderers 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.
5. Eligibility criteria for participation in the tender :

5.1. Bonafide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. who have successfully completed 1 no. similar nature of work having value not less than 80% (Eighty percent) of the estimated cost in a single contract **or**

5.2. 2 no. similar nature of work having value not less than 50% (Fifty percent) of the estimated cost in 2 contract **or**

5.3. 3 no. similar nature of work having value not less than 40% (Forty percent) of the estimated cost in 3 contract during last 4 (four) years.

5.4. All intending Bidders are required to produce valid copies of Professional Tax (PT) Clearance Certificate along with PAN Card / IT return as well as EPF , ESI , GST Registration Certificate(including HSN and SAC Code) & Certificate of compliance of statutory obligations (to be documented through e-filing).

6. No mobilization / secured advance will be allowed.

7. Date & Time schedule :

Sl	Particulars	Date & Time
1	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	**13.10.2026 at 11.00 hrs.**
2	Documents sell / download start date (online).	**13.10.2026 at 11.00 hrs.**
3	Pre Bid meeting	**13.10.2026 at 12.00 hrs.**
4	Bid Submission upload start date (online)	**13.10.2026 at 14.00 hrs.**
5	Documents sell / download end date (online).	**02.11.2026 at 12.00 hrs.**
6	Bid Submission upload end date (online)	**02.11.2026 at 12.00 hrs.**
7	Date for opening of Technical bid (online) for the Bidders	**04.11.2026 at 12.00 hrs.**
8	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	**To be intimated later.**
9	Date for opening of Financial Bid (online).	**To be intimated later.**

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

8. Bids shall remain valid for a period not less than 120 (One hundred Twenty) 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 tenderers 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.

9. Earnest Money/ Bid Guarantee: 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. The bidder shall select the tender to bid and initiate payment of EMD. Exemption from deposition of EMD shall not be allowed under any circumstances. No Interest shall be payable by WBSEDCL on the above bid guarantee.

Following payment options are available for paying EMD amount through online mode:

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-fired challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the prefilled information to make RTGS/NEF-I payment using his bank account. Once the payment is made, the bidder will come back to the e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.

EMD amount need to be paid in online mode. Any other mode of payment will not be accepted.

General Instructions for Online Payment:

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

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

c. In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).

d. The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

10. Refund/ Settlement of EMD Amount:

a. For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.

b. For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.

c. The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

d. For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/ 13, since payment gateway facility used by E-tender portal is maintained by ICICI.

11. 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.

12. 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.

13. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instruction to bidders' stated in Section – 'A' before tendering the bids.

14. Work Order & Payment of work will be depended on availability of fund. Intending bidders may consider this criteria while submission of tender and quoting their rate through online.

15. No Conditional Bid / Incomplete Tender will be accepted under any circumstances.

16. 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.

17. Before issuance of Letter of Acceptance / Work order/ Purchase 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 favor of the bidder under any circumstances and action will be taken accordingly.

18. The Tender Inviting Authority reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.

19. The company shall no way be held responsible or liable for any accident, miss hap of any worker during the execution of the work, any loss or damage cause to any equipments of WBSEDCL during execution shall have to be compensated in full as per direction of the Tender Inviting Authority.

20. Standard safety norms as prescribed in the rules and regulations of WBSEDCL have to be religiously followed.

21. 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 completion of work in time. The mobile number of the bidders has to be mentioned.

22. The bidders need to have necessary electrical license and documents, obtained from the Appropriate Authority, to execute work of mentioned voltage grade.

23. 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 and Civil Works Policy of WBSEDCL.

24. 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.

25. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.

26. 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.

27. Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.

NOTE:

1. WBSEDCL reserves the right to reject or accept any Bid or part thereof or all Bids received at its sole discretion without assigning any reason (s) whatsoever.

2. WBSEDCL is not necessarily bound to accept the lowest offer.
3. Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
4. Tender submitted after expiry of scheduled date and time shall not be considered.
5. No interest shall be payable for Earnest Money.
6. Any extraneous conditions will be treated as non-responsive.
7. The Bids must he submitted in prescribed proforma only.
8. Formation of any Cartel, may lead to the cancellation of tenders with period measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.
9. Bidders shall ensure that all pre-requisites are duly fulfilled by them and if there be any dispute regarding non-submission of any document, WBSEDCL reserves the right to cancel the Bid unilaterally without assigning any reasons whatsoever.
10. The bidder is expected to examine carefully all instruction, conditions, forms, schedules terms, annexure, specifications and drawings of the bidding document. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, may lead to rejection.

Divisional Manager
Bidhannagar II Division
WBSEDCL

SECTION – A

INSTRUCTION TO BIDDERS

A. 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.

1. 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, 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.

2. 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.

3. The contractor 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.

4. 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).

4.1. Technical proposal:

The Technical proposal should contain scanned copies of the following documents

1) Non Statutory / Technical Document Cover file Containing:

a. PAN Card & Copy of I.T. return for last 3 (three) financial years,
b. GSTIN.
c. Company Registration No. (If bidder is company).
d. Professional Tax Clearance Certificate / Professional Tax (PT) deposit receipt challan, if any for the last month.
e. Trade License
f. Registered HSN/ SAC Code as applicable against quoted item.
g. Self attested Documentary evidence(s) regarding fulfillment of Commercial eligibility criteria as per clause no. 5.0 of "Terms & Conditions of the E-Tender".

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

Click the check boxes beside the necessary documents in the My Document list and then click the Tab 'Submit Non Statutory Documents' to send the selected documents to Non-Statutory folder.

Next, click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical documents.

Sl. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	a) PAN Card. b) Copy of I.T. return for last 3 (three) financial years. c) GSTIN. d) Company Registration No. (If bidder is company). e) Professional Tax Clearance Certificate / Professional Tax (PT) deposit receipt challan, if any for the last month. f) Trade License

			g) Registered HSN/ SAC Code as applicable against quoted item.
02.	Company Detail(s)	Company Detail	
03.	Credentials	Credential	Requisite Credential Certificate for completion of at least 1 no. similar nature of work having value not less than 80% (Eighty percent) of the estimated cost in a single **or** 2 no. similar nature of work having value not less than 50% (Fifty percent) of the estimated cost in 2 contract **or** 3 no. similar nature of work having value not less than 40% (Forty percent) of the estimated cost in 3 contract, during last 4 (Four) years. Documents of Credential (in the form of work completion certificates and payment certificates) of executing similar nature of works
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]

The bidder shall have to go through all the "Annexure" enclosed in this bid document and submit the filled in proforma of the appropriate/relevant annexure with the bid document putting the signature with seal of the Company before uploading the tender.

Price bid should contain the priced "Bill of Quantities" (BOQ) in one cover (folder). Bidder is to quote the rate in the space marked for quoting rate in the BOQ.

4.1.1. Opening of Technical proposal:

Technical proposals will be opened by the Divisional Manager, WBSEDCL, Bidhannagar-II Division, WBSEDCL, PrafullaKanan, Krishnapur, Kolkata- 700 101, and his authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).

a) Intending tenderers may remain present if they so desire.
b) Summary list of technically qualified tenderers will be uploaded online.
c) Pursuant to scrutiny & decision of the Department, the list of eligible tenderers will be uploaded in the web portal.

4.2. VALIDITY OF BIDS:

Price bid of the tender shall be opened after opening of "Techno- Commercial Bid & EMD". Bids shall remain valid for a period of 120 days from the next day of opening of the tender.

4.3. Earnest Money Deposit (EMD):

The bidder shall deposit the requisite earnest money online. The bid guarantee/EMD shall be forfeited.

4.3.1. If during the period of validity specified by the bidder, the bidder withdraws/modifies its bid as a whole or part.
4.3.2. If bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
4.3.3. In case of successful bidder, if bidder fails
4.3.3.1. To accept LOI/Order unconditionally and sign contract
4.3.3.2. To furnish the contract performance bond.

4.4. 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 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 by the contractor.

5. PRE BID MEETING:

a. A pre bid meeting shall be arranged by WBSEDCL in which all the bidders will be requested to attend.
b. If there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder may submit their queries to the tendering authority before specified date. Any change in date shall be intimated to the bidders through e-mail or fax, telephone.
c. Non attendance at the pre-bid discussion will not be a cause for disqualification of bidders.

d. The clarification given in the pre bid discussion shall be final and binding on the bidder, being a part of the original Bid Document.
e. Pre-bid proceedings, if any, shall be circulated among all bidder by email.

6. BID SUBMISSION:
Bids shall be submitted online within the stipulated deadline. WBSEDCL may at its discretion, extend the deadline of bid submission by issuing an amendment. In that case all rights and obligations of WBSEDCL and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

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

8. BID OPENING:
a. Techno-commercial bids shall be opened only for those bidders whose EMD has been found in order. Bidder's representatives with written authorization (max. 2 persons per bidder) may attend bid opening. No electronic recording shall be permitted during bid opening.
b. WBSEDCL will scrutinize and evaluate techno-commercial bid. After that, the list of techno-commercially qualified bidders and date & time of price bid opening will be notified in the web portal.
c. WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.
d. WBSEDCL reserves to instruct the bidders to submit hard copy of any relevant document (and to produce the original documents for verification) during scrutiny & evaluation of bids. Bidders' failure to comply such instruction may lead to rejection of bid.

9. PROCESS TO BE CONFIDENTIAL:
a. After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
b. Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.
c. Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anymore.

10. RIGHT TO REJECT BIDS:
WBSEDCL reserves the right to accept or reject the bid, wholly or partly, or to split the work in parts and to add/delete any of the items, without assigning any reason whatsoever.

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

12. DETERMINATION OF RESPONSIVENESS:
12.1. Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document.
12.2. For the purpose of this clause a substantially responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without material deviation, or reservations. WBSEDCL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
12.3. If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the bidder by correction.

13. CORRECTION OF ERRORS:
13.1. If there be a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and total price shall be corrected.
13.2. If there be a discrepancy in figure and word the total amount stated in word shall prevail.

14. EVALUATION AND COMPARISON OF BIDS:

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

14.2. Evaluation of bid will include and will take into account:

14.2.1 WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive.

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

14.2.3 Evaluation bid – price of all bidders shall be compared among themselves to determine the lowest evaluation bid and as a result of this comparison, the lowest bid will be selected for award of contract.

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

15. PROCEDURE OF EVALUATION:

Evaluation of e-tenders will be done in the following steps:

Step-1 The Earnest Money will be examined. The mode and amount of deposit must be in conformity with requirements set forth in the "Earnest Money" clause, failing which the bid is liable for rejection without opening other covers.

Step-2 Techno-Commercial Evaluation for two part bidding: Only those bids meeting the requirements of previous step will be examined and assessed. The bidders will be intimated about the non-compliance of various techno commercial requirements and asked for conforming compliance with the condition of bidding document. In case, it is felt necessary by WBSEDCL that post bid discussion are required, the same will be carried out individually with each bidder. The bidders will be required to confirm compliance with all the conditions of bidding document. Bids, which do not satisfy the 'Must Conditions' will not be considered for technical evaluation. 'Must Conditions' are to be submitted as per format enclosed with this section. No clarification will be asked from the bidder in this regard.

Step-3 Opening of price part and financial evaluation on completion of techno-commercial evaluation. Cover containing price offer of the bidders who have successfully made the requirements of previous steps will be opened in presence of the bidders representative (maximum two) on subsequent pre-intimated date. Price bid of the bidders who do not fulfill the Techno-Commercial requirements shall not be opened.

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

17. No agent is allowed to participate in the Tender. Original bidder will only be allowed in the tender.

18. Acceptance of Tender :- On opening of Techno-Commercial Bids (Part-I) the same shall have to be evaluated both in technical and commercial aspects, the tenderers whose offers are found to be acceptable may be considered for opening of their respective price bids (Part-II). If there may be found any dispute regarding non-submission of any documents, Annexure, Tender Fees or earnest money, WBSEDCL reserves the right to cancel that bid ultimately without assigning any reason whatsoever. WBSEDCL is not bound to accept the lowest tender and reserves the right to cancel any or all the tenders unilaterally.

19. Rate: - The rate should be quoted inclusive of delivery charges but excluding GST. The rate is Firm for entire delivery period. No escalation of rate, if any, may be considered except in the event of any new taxes / levies making into force due to Govt. Legislation/notification or by any of the statutory body, the same will become applicable to the concerned party from the effective date.

20. No price preference will be allowed to any tenderer based on the size of the industries or its geographic location. Co¬operative Society will not be considered with separate status.

21. Payment on submission of bill after completion of delivery would be made by concerned authority. Bill along with signed challan's to be submitted in triplicate mentioning in each the GST registration number and HSN / SAC Code alongwith the items to the Divisional Manager, Bidhannagar-II Division for payment by the Assistant Manager (F&A), Bidhannagar-II Division in due course.

22. Any further information may be had from the website: www.wbsedcl.in, https://wbtenders.gov.in and the following office time to time.

SECTION – B

GENERAL CONDITIONS OF CONTRACT FOR SUPPLY AND DELIVERY OF EQUIPMENT/ MATERIALS

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 item wise in the BOQ. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against the contract. Price indicated in the schedule of prices deemed to include all the levies / duties / cess & all other incidentals payable as per statute. Relevant Goods and Service Tax rules are applicable for the work. The estimated cost is exclusive of Goods and Services Tax. It will be paid to the appropriate authority / agency as per prevailing rates and rules in force.

3. WBSEDCL, who do not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annual the Bidding processes and reject all Bids at any time prior to the Award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for WBSEDCL's (Tender Accepting Authority) action.

4. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection.

5. Bids shall remain valid for a period not less than 120 days after date of Bid opening of tender.

6. Security Money:
The Successful tenderer within 7 (seven) days of receipt of LOI / order, shall submit his unconditional acceptance in writing failing which the Department shall have the right to terminate the LOI / Order as per rule and earnest money, submitted along with the tender will be forfeited. On receiving tenderer's acceptance for delivery of the matrial 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. 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 addition to the Security Deposit as mentioned above,
a. Additional Performance Security equal to 10% of the ordered value for bid of the items having variation of -20% to -50% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order
b. Additional Performance Security equal to 20% of the ordered value for bid of the items having variation over -50% to -80% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order.
This Security Deposit (a) & (b) above shall remain valid upto the time of completion of supply of materials, with an additional claim period of further six months.

7. Tie Bid: The following procedure should be adopted when there is a tie among the LI Bidders:
Keeping the discovered LI rate as ceiling, sealed bids may be invited from all the LI bidders and out of those the lowest one may be selected.
If none of the Ll bidders is ready to offer further reduced rates:
a. For items divisible in nature
i. The work may be distributed equally among the consenting LI bidders.
ii. If none of the LI bidders is ready to accept reduced quantity, the bidder with higher credential based on the following parameters, may be selected among LI bidders in the following manner:
- In case of supply of goods, last three years average turnover of the bidder shall be considered.
- In case of execution of work / supply of service, value of single work/ service of similar nature completed during last 3 years shall be considered.
- In case of supply of man power, number of personnel supplied in a single contract during the last 3 years shall be

considered.

b. For items not divisible in nature

i. If none of the LI bidder is ready to offer further reduction of rates, the bidder with higher credential based on parameters, as mentioned in a (ii) above may be selected among LI bidders

8. Inspection and Testing:

a. Before finalization of Tender: After opening of Techno-Commercial part of Tender, the Tendering authority on its discretion may send their representative for inspection of the factory premises at any day within working hrs. to ensure participating tenderer's manufacturing capability and technical eligibility to combat with WBSEDCl's requirement.

b. After finalization of Tender: The material shall e subjected to tests as per relevant Indian Standards and as per our technical specification. If the Indian Standard has the provision of routine tests, each material/ equipment shall be subjected to those routine tests. In all cases, while offering, test reports indicating the test results should be submitted to the inspecting authority of the Company as will be indicated in the Purchase Order.

However, WBSEDCL reserves the right to depute its Engineers for carrying out inspection and testing on the offered lot as per relevant Indian Standards and Technical Specification and also reserves the right to reject either raw materials or finished products found to be not complying with the requirement of the specifications and standards. The supplier shall give at least 15 days prior intimation about the readiness of the material at the works for testing and inspection. The supplier shall extend all facilities for such inspection and testing for which no extra shall be charged and the inspection report shall have to be signed jointly otherwise the offered lot(s) shall be treated as cancelled.

WBSEDCL reserves the right to carry out in-house testing of the supplied materials at destination stores in presence of the authorized representative of the Manufacturer. In any case they do not be present, company shall test unilaterally and their result

will be binding on them. In case the test results deviates from the inspection result carried out at the Manufacturers'Works (more than 2% tolerance as per IS wherever applicable) the company reserves the right to cancel the specific lot and in that event materials are to be replaced by the manufacturer free of cost including transportation from site to their works and back.

9. Dispatch & Delivery:

The supplier after receiving dispatch clearance from the respective Inspection Authority/Purchaser shall deliver the equipment/materials suitably packed to the Stores located in Bidhannagar-II Division as instructed. The materials are to be booked by Road only and the same should be suitably packed and fully insured against all risks and deliver the consignment as per dispatch instruction to be communicated in due course. Immediately after dispatch of materials/equipment by Road, the supplier shall notify the purchaser and consignee officer so that the consignment can be taken delivery at destination.

The date of receipt of offer for inspection of the materials/ equipment along with works test certificate will be treated as the date of delivery of that particular lot provided the materials pass in inspection and testing. Delay in offer beyond the delivery schedule to be incorporated in the

order shall attract imposition of L.D. as per L.D. Clause.

The materials delivered to consignee stores will be subjected to re-inspection / re-testing in presence of authorized representative of suppliers for which due notice in advance will be furnished by competent authority. If any discrepancy/ dispute in quality arises in any sample selected from a lot, the supplier shall have to replace that specific lot at the Supplier's cost and WBSEDCL reserves the right to take any penal action whatsoever without any further reference.

10. Repeat Order:

With due consent of the supplier the WBSEDCL may place repeat order within a period of six (6) months from the date of completion of delivery as per the order to cover approximately 50% of the ordered quantity on successful performance of the contract and on the need of the WBSEDCL, on the basis of existing rates, terms and conditions.

The repeat order may also be placed within one year from the date of issuance of original order subject to successful completion of delivery as per the order to the extent of at least 75% of the quantity ordered.

11. Defect Liability Period:

The term 'Defect Liability Period' shall mean the period of 12 (twelve) months from the date of completion of the delivery. If any defect is found within the defect liability period, the contractor shall be liable to rectify / replace the material at their own cost and responsibility. Defects / rectification work so notified shall have to be attended and completed satisfactorily within 15 (fifteen) days. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the

Security money already retained from the contractor. After completion of Defect liability period, and on completion of satisfaction rectification of defect, if any reported within the defect liability period, and on receipt of the application from the contractor, controlling officer of the work shall recommend for refund of the Security money.

12. Cancellation / Termination of Order (if placed):

The time period for effecting complete supply and delivery of the above materials/equipment as indicated through the delivery schedule shall have to be treated as the essence of the contract. The Company reserves the right to repudiate the contract if the above period is not strictly adhered to. In the event of failure in effecting the desired supply and delivery of the above equipment/materials within due date, the above order may be cancelled on submission of necessary notice in this regard and fresh order may be placed on the next higher bidder or on any other bidder, as a result of which the extra cost thus liable to be incurred shall be realized from the original supplier's pending bills which may be lying with the WBSEDCL.

13. Quality Assurance Programme:

Immediately on receipt of this order you shall have to submit a "Quality Assurance Plan" indicating the specific quality control procedure and practices adopted in the major activities of production to ensure its standard.

14. Definition of terms:

In writing these General Conditions of Contract, Specification and Bill of Quantity / Bidding Schedule (Schedule of work), the following words shall have normally the meanings here-in-after indicated unless there is something in the subject matter of content inconsistent with such construction.

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

15. Scope of work:

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

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. The successful bidder shall be required to execute an Agreement (as per format enclosed as Annexure – 2) at his expenses on a non judicial stamp paper of Rs100/- with the company with all related documents for satisfactory execution of the work. Agreement shall be signed on a date and time to be mutually agreed upon at Bidhannagar-II Division, WBSEDCL, Bagjola 33/11 KV S/Stn Complex, Prafulla Kanan, Krishnapur, Kolkata-700101and the same has to be signed by both parties within 30 (thirty) days from the date of the acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract on behalf of the contractor is to be submitted before signing of the agreement.

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 quoted by them in the schedule of the items. The rates and prices quoted shall cover all obligation of the tenderer under the contract and all materials and things necessary for the proper completion and maintenance of the works.

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

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 is to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on behalf of the contractor) directions and instructions from the controlling Officer / Engineer or his representative.

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

21. 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 ± 25% (plus or minus twenty five percent) of the contract price. Payment shall be made as per actual execution.

22. 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:
22.1. The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract.
22.2. When Cl. No. 22.1 above shall not be applicable, the rate should be analyzed to the mutual acceptance of the present market rates of different elements involved in the item, against documentary evidence, with 5% overhead, contractor's profit as 10% (ten percent) and 1% (one percent) as Cess towards BOCWWC Act, 1996. In that case contractual rate of quotation will not be applicable.
Controlling Officer's decision regarding finalization of rate of non-scheduled item(s) shall be final and binding upon the Contractors.

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

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

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

29. Company's Right to Terminated 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, the WBSEDCL shall have the right to cancel the Letter of Intent / Work Order with forfeiture of earnest money (Converted into initial security) without giving any notice to the contractor.

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 WBSEDCL in this respect will be applicable. The contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing and measurement of work at his own cost.

31. Materials:

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

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

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

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

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

33. 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.

34. Sub-letting of Contract:

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

35. Engineer's Decision:

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

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

36. 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 properly resulting from negligence of the Contractor or his workman or sub-contractor or for defective workmanship etc.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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 be 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.

42. Reporting of Accident:

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

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

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

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

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

43. Miscellaneous:

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

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

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

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

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

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

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

43.8. The Contractor shall provide all necessary storage at the site in specified areas for all materials such as timber, cement, lime and such other materials which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open in such manner that all such material shall be duly protected from damage by weather or any other cause. All such stores shall be cleared after completion of work and the entire site shall be clean and free from debris. All material shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.

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

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

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

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

43.13. No omission or ambiguities in the drawing or in the specifications will relieve the contractor from responsibility

for material or completeness of the work.

44.Force Majeure:
The supplier shall be under no liability if he is prevented from carrying out any of his obligations by reason of war, invasion, act of foreign country, hostilities (whether war declared or not), riots, civil commotion, mutiny, insurrection, rebellion, revolution, accident, earthquake, fires, floods Govt. order and/or restrictions (except power supply restriction) delay or inability to obtain materials due to import or other statutory restriction and other cause beyond the reasonable control of the supplier. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents/proofs to the entire satisfaction of the purchaser.

45. Legal Jurisdiction:
If any dispute or difference arises with respect to quality/quantity of the equipment/materials pertaining to this order or any other terms and conditions of the order including its execution, such dispute/difference shall be subject to settlement under the jurisdiction of Courts in Kolkata only.

46. Additional Liabilities:
The WBSEDCL shall not take any additional liability towards enhanced taxes, duties and price variation beyond the scheduled delivery period as incorporated in the purchase order, if the delay is due to any failure on the part of the supplier.

Form-IX

(On the Bidder's Letterhead)

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

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

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

Bidders Name :

Signature of the Tenderer :

Designation :

Seal of the Company :

Date :

FORM-X

(On the Bidder's Letterhead)

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

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

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

Signature of the Proprietor:

Name

Designation:

Seal of the Company:

Date:

Form-XI

(On the Bidder's Letterhead)

Declaration regarding no litigation against WBSEDCL

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

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

Bidder's Name:

Signature of the Tenderer:

Designation:

Seal of the Company.

Date:

FORM-XII

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

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

I, _____, Partner/Legal Attorney/Accredited representativeof M/S _____ , solemnly declare that:

1. We are submitting Tender for the Work against Tender Notice No Dated

2. None of the Partners of our firm is relative of employee of W.B.S.E.D.C.L.

3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.

4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.

5. If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

(Signature of Authorized Signatory)

Name:

Designation:

Seal:

FORM-XIII

Format of Letter of Bid

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

To.

The Tender Committee

Sub: Letter of Bid for the work

_____

Ref: 1.NIT No_____ dated_____

2. Tender Id No. _____

Dear Sir,

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

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

(Signature of Authorized Signatory)
Name:
Designation:
Seal:

SPECIMEN COPY OF INDEMNITY BOND

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

BY THE PRESENT INDEMINITY BOND EXCUTED by me / us on this Day of..... I/We having Registered Office / residing at. (hereinafter called "OBLIGOR/OBLIGATOR" which expression shall mean and included my/our Successors legal representatives, assigns) do hereby binds myself / ourselves and also our Company/firm ..... after having the power to bind so with the promise and undertaking in favor of the West Bengal State Electricity Distribution Company Limited. West Bengal State Electricity Transmission Company Limited, a government Company within the meaning of sec.617 of the Indian Company's act having registered office at Bidyut Bhavan, block-DJ,Sector-Il, Salt Lake City, Kolkata-700091(hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative administrators

assigns. WHEREAS OBLIGOR/OBLIGATOR has /have been awarded to execute the job / works under letter no. Dated .issued by the OBLIGEE/OBLIGATOR after having observing necessary formalities the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job / works will be/likely to be done in places covered under Employees' State Insurance Act(ESI) and / or the Workmen Compensation Act(W.e. Act) and / or other laws relating to the Labour Management and Welfare. AND WHEREAS according to the condition of the contract the OBLIGOR / OBLIGATOR is under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR/OBLIGATOR is aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the OBLIGEE shall have the power to deem that actual work has been started within the meaning of the contract before the execution of this Indemnity Bond NOW THIS INDENTUREWITNESSTHAT I / We the OBLIGOR/OBLIGATOR do hereby undertake.

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGATOR.
2. THAT the OBLIGOR/OBLIGATOR will take adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT the OBLIGOR/OBLIGATOR undertakes to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical managerial or non-managerial or any other capacity in the area covered under Employees' State Insurance Act who has have insurance coverage within the meaning of Employees State Insurance Act and further undertakes NOT to engage any person in the area covered under the Employees State Insurance Act, who does / do has / have insurance coverage within the meaning of Employees State Insurance Act.
4. THAT the OBLIGEE further undertakes to engage only those labour worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees' Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGEE.
5. THAT the OBLIGOR/OBLIGATOR undertakes / undertake to indemnify and keep harmless the OBLIGEE from all claims action proceedings and of risk damage danger to any person whether belonging to/ or not belonging to OBLIGOR/OBLIGATOR.
6. THAT the OBLIGOR / OBLIGATOR shall keep harmless the OBLIGEE from all claims compensation damages any proceedings in respect of any of its employee/workmen under the Workmen Compensation Act. Act or any other laws for the time being in force.
7. THAT if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGATOR has not complied with/ guidelines formalities within the meaning of Employees' State Insurance Act or Workmen Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGATOR is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGATOR.
8. THAT ,if at any time due to exigency, the OBLIGOR/OBLIGATOR i.e. the West Bengal State Electricity Distribution Company Limited / West Bengal State Electricity Transmission Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the oblige or for any other reason ,

the OBLIGOR/OBLIGATOR shall have the right to recover the said amount from any amount receivable by OBLIGEE or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGOR/ OBLIGATOR to the OBLIGEE.

9. THAT the OBLIGOR/OBLIGATOR is/are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/ OBLIGATOR.

……
Deponent

Witness:

1……..

2……..

PROFORMA OF AGREEMENT

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

ARTICLES OF AGREEMENT made this ……Date of ……in the year……
between West Bengal State Electricity Distribution Company Limited having its Head Office at Vidyut Bhavan, Block DJ. SectorII, Kolkata-700091 hereinafter referred to as the WBSEDCL (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART AND ……hereinafter referred to as 'CONTRACTOR' (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.
WHERE AS WBSEDCL invited tenders vide Tender Notice No…… Date …….. (annexed hereto) for (Name of the work)……
AND WHERE AS in pursuance of such invitation for tenders the contractor submitted a tender vide no. …….. dt…… which was opened on ……..
The tender offer shall be in the custody of the WBSEDCL at present.

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

NOW THEREFORE, the WBSEDCL and the Contractor agree as follows :
The contractor agrees to undertake the work of …… as per Order No …….. dt…… referred to above.
The WBSEDCL agrees to pay the contractor as per the Order No……dt…… referred to above.
Both the contractor and the WBSEDCL agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata.

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

……	……
Contractor	WBSEDCL
Witness:	Witness:
1……..	1……..
2……..	2……..

Annexure - 3

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

1. NAME OF THE VENDOR: ……

2. ERP VENDOR NO: ……

3. Vendor Type: Company / Partnership / Proprietorship / Self Help Grp / HUF/Others (To be specified)

4. ADDRESS:……

……

5. TELEPHONE NO. & FAX NO:……

6. MOBILE PHONE: ……

7. Email:……

8. P.A.N. NO. (MANDATORY):

9. GST REGISTRATION NO: ……

10. PARTICULARS OF BANK ACCOUNT (One cancelled Cheque is to be enclosed)

i) Name of Account Holder: ……

ii) BANK NAME: ……

iii) BRANCH NAME & ADDRESS:……

iv) BANK BRANCH TELEPHONE NO:……

v) Account type (whether SB or Current):……

vi) ACCOUNT NO:

vii) BANK'S MICR CODE:

viii) BANK'S IFS CODE:

11. DECLARATION OF THE PARTY:

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

Date:

Signature of the Vendor