

Date: 09.12.2025

# West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)
OFFICE OF THE DIVISIONAL MANAGER
BIDHANNAGAR-I DIVISION
DP-8, Sector-V, SaltLake, Kolkata-700091

Telephone No: 033 2367-0030/0033 E-Mail: dm.bidhannagar1@wbsedcl.in

#### NOTICE INVITING E-TENDER

NIT No: BNDD-I/E-Tender/2025-2026/1429

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

Name of Work	Tendered Amount (Rs) (Excluding GST)	Price of Tender Document (Rs.)	Earnest Money Deposit (EMD) Rs.	Name & address of the Concerned Office
Comprehensive Annual Maintenance Contract towards cleaning and maintenance of switch yard, roofs of control room, open spaces across substations and associated premises along with proper disposal of the generated waste materials at 11 nos. of 33/11 KV Sub-Station premises along with Divisional Store under Bidhannagar-I Division	Rs. 7,36,836.00/- (Rupees Seven Lakh Thirty-Six Thousand Eight Hundred Thirty- Six only)	NIL	Rs. 14,737.00/- (Rupees Fourteen Thousand Seven Hundred Thirty-Seven only)	Bidhannagar-I Division, DP-8, Sector-V, SaltLake, Kolkata-700091

- 1. Intending bidder should download the tender documents from the website <a href="http://www.wbtenders.gov.in">http://www.wbtenders.gov.in</a> directly with the help of Digital Signature Certificate. The participating bidders need not to pay any tender fees. The Earnest Money Deposit (EMD) as tabulated above need to be paid by online mode only through e-Tender portal (https://wbtenders.gov.in). The qualification in technical bid will be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in the NIT. WBSEDCL shall not be responsible for any delay in receipt of EMD. In case the EMD is not received within the aforesaid period, the bid will be out rightly rejected. Further, if the Price Bid is submitted in offline mode, the bid of the concerned bidder shall also be out rightly rejected.
- 2. Both Technical Bid and Financial Bid are to be submitted concurrently, duly digitally signed by the Bidder through the website https://wbtenders.gov.in. (Details of which has been narrated in 'Instruction to Bidders'). Technical Document and Financial Bid should be submitted online on or before as per the 'Date & Time Schedule' stated in Sl. No.-04.
- 3. The FINANCIAL OFFER of the prospective bidder will be considered only if the TECHNICAL BID of the Bidder is found qualified by the WBSEDCL. The decision of the WBSEDCL will be final and absolute in this respect. The list of Qualified/ Responsive and Disqualified/ Non-responsive Bidders of Technical Bid will be displayed in thewebsite.



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# 4. Date and Time Schedule:

SI. No.	Particulars	Date & Time
1	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	12.12.2025 at 11.00 hrs.
2	Documents sell / download start date (online).	12.12.2025 at 11.00 hrs.
3	Pre Bid meeting	15.12.2025 at 12.00 hrs.
4	Bid Submission upload start date (online)	15.12.2025 at 14.00 hrs.
5	Documents sell / download end date (online).	05.01.2026 at 15.00 hrs.
6	Bid Submission upload end date (online)	05.01.2026 at 15.00 hrs.
7	Last Date of submission of Earnest Money Deposit (Online)	05.01.2026 at 15.00 hrs.
8	Date for opening of Technical bid (online) for the Bidders	08.01.2026 at 12:00 hrs.
9	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	
10	Date for opening of Financial Bid (online).	To be intimated later.

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

Tender Inviting Authority (for WBSEDCL)

Divisional Manager Bidhannagak-I Division

WBSEDCL



# Invitation for Bids (IFB)

#### 1. ELIGIBILITY CRITERIA FOR PARTICIPATION INTENDER:

- i) All categories of intending Bidders must have satisfactorily completed at least one similar nature of work /Civil Work/ Electrical work or any work specifically involving activities inside live electrical switchyards under WBSEDCL / WBSETCL, of executed value not less than 50% of the estimated cost in a single contract during the last 3 (three) years. Copy of Formal Order/ L.O.A of similar nature of work i.f.o. the Contractor/Agency, accordingly copy of Completion and Payment Certificate, and detail communication address along with contact number of the Client should be submitted by the Bidder. Completion Certificate from the concerned Executive Engineer/District Engineer/Divisional Engineer or equivalent rank and above will be treated as valid credential.
- ii) All categories of prospective Bidders shall have to furnish the following documents:
- a) GST registration certificate
- b) PAN Card.
- c) EPF registration certificate
- d) E.S.I. registration certificate
- e) Electrical Contractor's License & Electrical Supervisor's Certificate with validity
- f) I.T Return for last three assessment years (2022-23, 2023-24 and 2024-25)
- g) Professional tax deposit challan for last month
- iii) Neither prospective bidder nor any of the constituent partners had been be barred to participate in any Tender by any Government Department/Semi-Govt./Govt. Undertakings/ Enterprise etc during the last 5 (five) years prior to the date of this NIT. Such debarring will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders). [Non-statutory Documents]
- iv) The prospective Bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders). [Non-statutory Documents]
- 2. The intending bidders are required to quote the rate online.
- No mobilization advance and secured advance will be allowed.
- **4. BID VALIDATION:** Bid shall remain valid for a period not less than 180 (One hundred and eighty) days after date of Bid opening of tender. If the Bidder modifies/withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of earnest money deposit (EMD).

#### 5. EARNEST MONEY:

Clause No. 5.01: - Amount of Earnest Money shall be 2% (two percent) of the estimated value. Tenderer shall not claim any interest on Earnest Money Deposit. The Permanent Bank Guarantee as maintained in the name of erstwhile WBSEB/WBSEDCL and not received back by the tenderer, if any, will not be applicable.

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

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

In addition to the Security Deposit as mentioned above,

- i) Additional Performance Security equal to 10% of the ordered value for bid of the items having variation of -20% to -50% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order
- ii) Additional Performance Security equal to 20% of the ordered value for bid of the items having variation over -50% to -80% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order.

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

#### 6. SECURITY DEPOSIT:

In respect of successful bidder, the Earnest Money after acceptance of Tender shall be converted as a part of the Security Deposit. The successful Bidder who deposited Earnest Money @ 2% (Two percent) of the estimated amount put to the Tender, balance of necessary 8% (Eight percent) Security Deposit shall be realized by recovering from the progressive bill. In all cases the amount of recovery of the Final Bill will be so adjusted as to make the total amount of Security Deposit equivalent to 10% (Ten percent) to the value of work so executed.

- SPECIFICATION OF WORK: The work should confirm to WBSEDCL's general conditions of contract and satisfying relevant provisions of I.E. Rules.
- 8. TOOLS &TACKLES: You shall be equipped with reliable sets of tools and tackles in sufficient quantities so as to complete the work entrusted with you as expediously as possible.

#### 9. PENALTY FOR DELAY IN COMPLETION:

- 9.1 If the contractor fails to complete the work successfully within the time specified in the contract or any extension thereof, the company shall recover from the contractor as liquidated damages as sum of half percent (0.5%)of the contract value of works for each calendar week of delay or part thereof of delay subjected to Force Majeure.
- 9.2 The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work. An extension of time without imposition of liquidated damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted by the contractor who has to establish that the extension of time required by him was not due to his fault.
- 10. The Bidder at the Bidders own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender. The costs of visiting the site shall be at the Bidders own expense.
- 11. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the WBSEDCL. The WBSEDCL reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at any stage of Bidding.
- 12. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in "Instructions to Bidders" stated in Section 6 (Submission of Tenders) before tendering the bids.

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- 13. Exemption from deposition of earnest money deposit (EMD) shall not be allowed under any circumstances.
- 14. Conditional / Incomplete tender/ bid will not be accepted under any circumstances.
- 15. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
- 16. Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.
- 17. The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tender(s) or to split the whole work to more than one contractor without assigning any reason whatsoever.
- 18. The WBSEDCL reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
- 19. Work Order & Payment of work will be depended on availability of fund.
- 20. The Divisional Manager, Bidhannagar-I Division WBSEDCL shall act as Controlling Officer. The DE(Tech)-I, II and Store-In-charge, WBSEDCL shall act as Site Supervising Officer/ Site Engineer. The Manager (F&A), Bidhannagar-I Division, WBSEDCL shall be the paying authority.
- 21. The intending Bidder(s) required to quote the rate (on Item Rate Template) and put to tender online considering that no escalation and / or price adjustment will be allowed by the department under any circumstances.

# 23: LITIGATION/ARBITRATION AGAINST WBSEDCL:

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

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

#### 24. HOLIDAY LISTING:

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

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



# **INSTRUCTION TO BIDDERS (ITB)**

# (A) Guidelines for E-Tendering:

- 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 computeron celogs onto the websitementioned in clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- 5. Participation in more than one work: A prospective bidder shall be allowed to participate in the job individual. If found to have applied severally in a single job all his applications will be rejected for that job.
- 6. Submission of Tenders: Tenders are to be submitted through online to the website in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded (virus scanned copy) duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

6.1 Technical proposal:

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

6.1.1 Statutory Cover file Containing:

- a) Scanned copy acknowledgement in regard to payment of Earnest Money Deposit through online mode.
- b) Notice Inviting E-Tender (NIT)
- c) Addenda/Corrigenda: if Published
- 6.1.2 Non Statutory / Technical Document Cover file Containing:
  - GST registration certificate
  - ii. PANCard
  - iii. EPF registration certificate
  - iv. E.S.I. registration certificate
  - v. Electrical Contractor's License& Electrical Supervisor's Certificate with validity
  - vi. Requisite Credential Certificates as mentioned earlier
  - vii. I.T Return for last three assessment years (2022-23,2023-24 and 2024-25)
  - viii. Professional tax deposit challan for last months
  - ix. Declaration of the bidders as per attached formats

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

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

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

- 6.1.4. Opening of Technical proposal: Technical proposals will be opened by the Divisional Manager, Bidhannagar-I Division, WBSEDCL, DP-8, Sector-V, Salt Lake City, Kolkata-700091 and his authorized representative electronically from the web site stated using their Digital Signature Certificate(DSC) in the following manner:
  - a) Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non- Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.

b) Summary list of technically qualified bidders will be uploaded online.

c) Pursuant to scrutiny & decision of the Department, the list of eligible bidders will be uploaded in the web portal.

SI. No.	Category Name	Sub-Category Description	Details
01.	Certificates	Certificates	<ul> <li>a) PANCard.</li> <li>b) I.T Return for last 3 assessment years (2022-23, 2023-24 and 2024-25)</li> <li>c) GST registration certificate</li> <li>d) Professional tax deposit challan for last month</li> <li>e) EPF registration certificate.</li> <li>f) E.S.I Registration certificate</li> <li>g) Electrical Contractor's License with validity.</li> <li>h) Electrical Supervisor's Certificate with validity.</li> </ul>
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	<ul> <li>a) Performance as prime contractor for execution of one similar nature of work /Civil Work/ Electrical work or any work specifically involving activities inside live electrical switchyards unde WBSEDCL / WBSETCL of executed value not less than 50% of estimated cost in a single contract during last 3 (three) years.</li> <li>b) Documents of Credential (in the form of work completion Certificates and payment certificates).</li> </ul>
04.	Financial Information	Financial Information	Copy of I.T Return for last three assessment years: - (2022-23, 2023-24 and 2024-25)

- 6.2 Financial proposal: The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to quote the rate (on Item Rate) online through Computer in the space marked in the BOQ. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.
- 7. PREBIDMEETING: A pre bid meeting shall be arranged by WBSEDCL in which all the bidders will be requested to attend. If there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder may submit their quarries to the tendering authority before specified date. Any change in date shall be intimated to the bidders through e-mail or fax, telephone. Nonattendance at the pre bid discussion will not be a cause for disqualification of bidders. The clarification given in the pre bid discussion shall be final and binding on the bidder, being a part of the original bid document.



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

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

#### 10. BID OPENING:

a) WBSEDCL will scrutinize and evaluate techno-commercial bid. After that, the list of techno-commercially qualified bidders and date &time of price bid opening will be notified in the web portal.

b) WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.

- c) WBSEDCL reserves to instruct the bidders to submit hard copy of any relevant document (and to produce the original documents for verification) during scrutiny & evaluation of bids. Bidders' failure to comply to such instruction may lead to rejection of bid.
- 11. COST OF BIDDING: The Bidder shall bear all cost associated with the preparation and submission of their bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

#### 12. BID PRICES:

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

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

#### 14. EVALUATION AND COMPARISON OF BIDS:

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

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

- i.Cost of construction/erection including taxes & duties etc.
- ii. The owner shall evaluate and compare only the bids determined to be substantially responsive.
- iii. The bids shall be evaluated on the basis of total amounts for the entire scope of work covered under this bid document.
- iv. Evaluated bid price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected forward of contract if satisfied all requirements.
- v.Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

#### 15. TAXES, DUTIES AND OTHERLEVIES:

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

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

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- 16. LAWS GOVERNING CONTRACT: The contract shall be construed according to acts/laws in force in the country and shall be under the jurisdiction of Calcutta High Court.
- 17. LANGUAGE AND MEASURES: All documents pertain to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions, drawings or any other writings be written in English language. The metric system of measurement shall be used exclusively in this contract. The measurement of physical execution of work should positively be checked jointly with the Site Supervisory Officer and to be recorded with joint signature of the contractor and the Site Supervisory Officer in regular interval of time span, which should at any cost be exceed 7 days either from start date of work or from the last date of measurement. And final measurement should positively be done in the same manner within 10 days of completion of the work with signed records.
- 18. CORRUPT OR FRAUDULENT PRACTISE: WBSEDCL expects that bidders/contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the owner defines for the purpose of this provision, the terms set forth below as follows:
  - 18.1 "Corrupt practice" means the offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
  - 18.2 "Fraudulent Practice" means misrepresentation of facts in order to influence a procurement process of the execution of a contract to the detriment of the owner, and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial no-competitive levels and to deprive the owner of the benefits of free and open competition.
  - 18.3 WBSEDCL Will reject a proposal for award if the owner determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
  - 18.4 Will declare a Firm ineligible either indefinitely or for a stated period of time if owner any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- 19. INSURANCE: The successful Bidder on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law to protect the interests of WBSEDCL against all perils. The form& the limit of such insurance together with underwriting in each case shall be acceptable to WBSEDCL. However, irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be Bidder's alone.
- 20. CORRECTNESS AND SUFFICIENCY OF RATES QUOTED (on Item Rate) IN THE TENDER: The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of works. The rates and price quoted shall cover all obligation of the bidder under the contract and all materials, labour etc. necessary for proper completion and maintenance of the work.
- 21. PENALTY FOR SUPPRESSION / DISTORTON OF FACTS: If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tender committee will take actions deem fit against such defaulting Bidder. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time the prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.



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

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

# 24. AMENDMENT OF BIDDING DOCUMENTS:

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

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





# **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### 1.0 DESCRIPTION OF WORK:

Comprehensive AMC towards cleaning and maintenance of 11 nos. of 33/11KV Sub Station premises along with 1 no. of Divisional Store under Bidhannagar-I Division viz. switch yard, roofs of control room and open spaces across substations and associated premises along with proper disposal of the generated waste materials.

### 2.0 SCOPE OF WORK:

Annual Maintenance Contract (AMC) for the cleaning and maintenance of switch yard, roofs of control room and open spaces across substations and associated premises and trimming of overgrown trees and proper disposal of the generated waste materials at the following units under Bidhannagar-I Division.

- 1. M-I 33/11 KV Sub-station
- 2. M-II 33/11 KV Sub-station
- 3. M-III 33/11 KV Sub-station
- 4. Mahisbathan 33/11 KV Sub-station
- 5. M-V 33/11 KV Sub-station
- 6. SRC 33/11 KV Sub-station
- 7. Bidhannagar-I Divisional Store
- 8. H-switching 33/11 KV Sub-station
- 9. A-13 switching 33/11 KV Sub-station
- 10. B-switching 33/11 KV Sub-station
- 11. ERTL 33/11 KV Sub-station
- 12. Ideal Aquaview 33/11 KV Sub-station

The scope of work shall include the following:

### A. Grass Cutting and Vegetation Control

- Regular cutting, trimming, and removal of grass, weeds, shrubs, and other unwanted vegetation from all areas
  within the substation/store boundary, including approach roads, switchyard, cable trenches, and open spaces.
- 2. Clearing of vegetation along boundary walls, drains, and fencing to maintain visibility and accessibility.
- Proper collection, removal, and disposal of cut grass, dry leaves and vegetation waste outside the substation premises/store premises at designated locations in an environmentally safe manner.

#### B. Cleaning and Housekeeping

- Sweeping and cleaning of roads, paved areas, pathways, and control room surroundings.
- Removal of litter, debris, fallen leaves, and other waste materials from the entire substation premises/store premises after each operation.
- 3. Cleaning of open drains and water passages to ensure proper drainage and prevent water logging.
- Maintenance of overall cleanliness in and around operational areas to ensure safe and efficient working conditions.

#### C. Cleaning of Roofs and stairs

- Periodic cleaning of roofs and stairs of all substation buildings/Store.
- Removal of accumulated dust, leaves, bird droppings, moss, and other debris from roof surfaces, gutters, and rainwater downpipes.
- Ensuring that all roof water outlets and drainage paths remain clear and functional to prevent water stagnation in roofs.

#### D. General Upkeep and Maintenance

- 1. Removal of vegetation and dirt along boundary walls, gates, and fencing.
- 2. Ensuring a neat and orderly appearance of the premises at all times.

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- 3. Immediate removal of any waste or obstruction that may pose a safety hazard or hinder operations.
- All waste generated on the same day must be collected and removed from the sub-station premises. No waste
  is to be kept overnight inside the premises.
- Sufficient manpower, tools, and equipment shall be deployed to ensure timely and satisfactory completion of the assigned works.

### 3.0 FREQUENCY OF JOB PER MONTH

The scope will include two rounds of mentioned operation per month for the following sites:

- 1. M-I 33/11 KV Sub-station
- 2. M-II 33/11 KV Sub-station
- 3. M-III 33/11 KV Sub-station
- 4. Mahisbathan 33/11 KV Sub-station
- 5. M-V 33/11 KV Sub-station
- 6. SRC 33/11 KV Sub-station
- 7. Bidhannagar-I Divisional Store

# And one round mentioned operation per month for the following sites:

- 1. H-switching 33/11 KV Sub-station
- 2. A-13 switching 33/11 KV Sub-station
- 3. B-switching 33/11 KV Sub-station
- 4. ERTL 33/11 KV Sub-station
- 5. Ideal Aquaview 33/11 KV Sub-station

#### 4.0 SAFETY PRE-CAUTIONS:

A detail program schedule will have to be submitted to the Site Supervising Officer before commencement of the job so as to ensure necessary Shut Down of electric line, if applicable, during the said work. During execution the agency should maintain all safety norms as per the requirement of the job like using safety equipments etc.

#### 5.0 STANDARD SPECIFICATION:

(a)The work shall be done in compliance with relevant IS, I.E. Rules, Electricity Act 2003 and other relevant statutory Acts & Rules and their latest modifications. In the event of any dispute between the standard specifications, instruction shall be obtained by the Contractor from the Site-Supervisory Officer. (b)The contractor shall have to pay a minimum wages to his workers and comply contract labour (R&A) Act 1970 and associated rules with latest amendments. (c) WBSEDCL shall not be responsible for any idle time suffered by the contractor in circumstances beyond control of WBSEDCL.

#### 6.0 DISPLAY OF DANGER SIGN:

The Contractor shall display Danger Signal viz. Danger Board, Red Flag, Red Light or similar other signaling devices while the workmen are on duty. The arrangement shall be adequate and to the satisfaction of the Site-Supervisory Officer.

#### 7.0. DURATION OF CONTRACT

The duration of work contract is initially for a period of 2 years with provision further extension by 1(one) year based on satisfactory performance and as per agreed rates, terms and conditions.

#### 8.0 LOSS AND DAMAGE OF PROPERTY:

For any kind of loss including theft/ pilferage/ damage of property of WBSEDCL during execution of the work, the same shall be made good by the awarded agency at his own cost and arrangement.

9.0.: The contract will be awarded to the company which meets the technical parameters and then comes lowest in total. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its

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rights and liabilities under this contract to any other agency without the prior written consent of the competent authority. It will be the responsibility of the service providing agency to meet transportation, delivery, installation, demonstration and any other requirements if considered necessary by the company in respect to meet the job. Bidhannagar-I Division, WBSEDCL authority will have no liability in this regard.

#### 10.0 TERMINATION FOR INSOLVENCY

The purchaser may at any time terminate the Contract by giving written notice to the Contractor, without compensation to the contractor if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

# 11.0. TERMINATION OF CONTRACT

- 11.1.1 Company may, without prejudice to any other remedy for breach of contract, terminate the contract in whole or in parts;
- 11.1.1. If the contractor fails to provide service to the satisfaction of the controlling officer within the period (s) specified in the contract or any extension thereof granted by the Company.
  - 11.1.2. If the contractor fails to perform any other obligations(s) under the contract.
  - 11.1.3. If the contractor does not follow the labour laws or other statutes in the matter
- 11.1.4. If the contractor, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the company may authorize in writing) after receipt of the default notice from the company.
- 11.1.3. Company may, without prejudice to other rights under law or the contract provided, terminate services done at the risk and cost of the contractor, in above circumstances.
- 11.1.4. In the event of such termination, the proportionate performance security of the component of work terminated shall be forfeited completely.
- 11.1.5. Depending upon the severity of negligence, company reserves the right to blacklist the agency/contractor from further participation in any of company tenders/ Contracts.

#### 12.0. ACCIDENT RISK:

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

#### 13.0 CLEARING OF SITE ON COMPLETION:

On completion of work each operation, the agency will clear away and remove all the plants, surplus materials, rubbish and temporary works of every kind by disposing those spoils outside the premises and leave the entire site in clean and tidy condition up to the satisfaction of the controlling officer.

#### 14.0 REMOVAL OF UNDESIRED ELEMENTS FROM THE SITE:

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

#### 15.0 FORCE MAJEURE

Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any Governmental body, public disorder, riots, embargoes, or strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions. If a Force Majeure



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arises, the Bidder shall promptly notify the company, the successful bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure even. The successful bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

The contractor shall employ only trained and experiences workers having courteous manners, after verifying their antecedents.

# 16.0 ARBITRATION

Authority of Bidhannagar-I Division, WBSEDCL and the selected bidder shall make every effort to resolve amicable by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract, if, after thirty (30) days from the commencement of such informal negotiations, authority of Bidhannagar-I Division, WBSEDCL and the selected Bidder have been unable to amicable resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanism, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996.

### 17.0 REFUND OF 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 guarantee period.

#### 18.0 REFUND OF EARNEST MONEY:

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

# 19.0 FORFEITURE OF EARNEST MONEY/BID GUARANTEE:

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

- a) If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.
- b) If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
- c) In the case of successful bidder, if the bidder fails to accept LOI/Order conditionally and sign contract.

#### 20.0 LABOUR LICENCE, EPF & MP ACT etc:

- a) Payment of compensation under Workmen's Compensation Act 1923 and rules made there under by a contractor, being the immediate employer who deploys worker for performance of job under contractual obligation with WBSEDCL is statutory obligation. Therefore, to ensure that all the arrangements for the compliance of provisions for payment of compensation under Workmen's Compensation Act 1923 and its rules for employment is made by contractor being immediate employers.
- b) The contractor shall have to follow all Central Govt., West Bengal Govt. and Statutory Acts, Rules & Regulations.
- c) The contractor shall be responsible for compliance of all statutory obligations under the Contract Labour (R&A) Act, 1970, Minimum Wage Act 1948, Payment of Wages Act 1936, Payment of Bonus Act 1965 and also be responsible for payment of contributions (both employers & employees) under the Employees State Insurance Act, 1948 (wherein Applicable) and Employees Provident Fund & Miscellaneous Provisions Act, 1952 in respect of your employees.
- d) The contractor will be solely responsible for any accident that may occur during the progress of the work and also for injury to person during execution of the work. In the event of any such accident, the contractor will be responsible and must pay proper compensation for the same as per Workmen's

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Compensation Act, 1923 (Wherein the Employees State Insurance Act 1948 is not applicable).

- e) No labour of minor aged shall be employed in the work.
- f) Statutory minimum wages to all the categories of labour, is to be paid as per Notification issued by the Appropriate Government from time to time.

#### 21.0 TERMS OF PAYMENT:

Monthly/Quarterly bill shall be preferably paid within 30 (thirty) days from the date of submission of the bills in quadruplicate, GST Tax Invoice along with completion certificate duly certified by the Site Supervisory Officer subject to deduction of statutory deductions such as TDS, STDS GST etc.

The payment shall only be made against valid Security Deposit.

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

#### 22.0 PAYING AUTHORITY:

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

### 23.0 CONTROLLING OFFICER and SITE SUPERVISORY OFFICER:

The Divisional Manager, Bidhannagar-I Division, WBSEDCL will be the Controlling Officer of the work. The DE(Tech)-I, II and Store-In-Charge, WBSEDCL will be the Site Supervising Officer of the work

#### 24.0 VARIATION OF WORK:

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

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

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# 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 black holiday list by any Statutory/Regulatory/ Government Authorities/State Elected It is certified that the information furnished above is true to the best of my kinds.	etricity Utility/ PSU in India.
Bidders Name:	
Signature of the Tenderer:	
Designation:	
Seal of the Company	
Date:	



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#### 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.

Name	
Designation:	
Seal of the Comp	pany:
Date:	

Signature of the Proprietor:



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### 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.

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Bidder's Name:			
Signature of the Tenderer:			
Designation:	F = KW1		
Seal of the Company.			
Date:			



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#### 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)

	, Partner/Legal Attorney/Accredited representative of M/S,			
1.	We are submitting Tender for the Workagainst Tender Notice NoDated			
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.	5. If any information and document submitted is found to be false/incorrect any time, department may cancel m Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of a dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.			
	(Signature of Authorized Signatory)			
	Name:			
	Designation:			
	Seal:			



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# FORM-XIII

Format of L	etter 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.NITNodated	49
2. Tender IdNo	
Dear Sir,	
We offer to execute the work as per our offered bill of document as available in the website. The details of the EM	quantity in accordance with the conditions of the NIT ID being submitted by us has been furnished on-line.
This Bid and your subsequent Letter of Acceptance/Work O hereby confirm our acceptance of all the terms and condition	Order shall constitute a binding contract between us. We ns of the NIT document unconditionally.
	**
	(Signature of Authorized Signatory)
	N
	Name:
	Designation:
	Seal