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, Salt Lake, Kolkata-700091

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NOTICE INVITING E-TENDER

NIT No: BNDD-I/E-Tender/2026-2027/1227 **Date: 24.09.2026**

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

Name of Work	Tendered Amount (₹) (excluding GST)	Price of Tender Document (₹)	Earnest Money Deposit (EMD) (₹)	Period of Completion	Name & address of the Concerned Office
Repairing & Painting Work at Feeder Pillar Boxes, Service Junction Boxes, Plot Junction Boxes & Pole Mounted Kiosks etc. installed at different locations of Bidhannagar Customer Care Centre-I under Bidhannagar-I Division	**₹ 9,75,406/-** (Rupees Nine Lakh Seventy-Five Thousand Four Hundred Six Only)	NIL	**₹ 19,508/-** (Rupees Nineteen Thousand Five Hundred and Eight only)	120 (One Hundred & Twenty) days from the date of issuance of Formal PO	Bidhannagar-I Division, DP-8, Sector-V, Salt Lake, Kolkata-700091

1) Intending bidder should download the tender documents from the website http://www.wbtenders.gov.in 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).

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.-11.

3) Eligibility criteria for participation in tender:-

i) All categories of intending Bidders who have satisfactorily completed at least one similar nature of work under the authority of WBSEDCL, WBSETCL, State/Central Government, State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government of executed

value not less than 50% of estimated cost in a single contract during last 3 (three) years. Copy of Erection 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 self-attested copy** of the following documents:

- **a)** GST registration certificate
- **b)** PAN Card.
- **c)** EPF registration certificate
- **d)** E.S.I. registration certificate
- **e)** I.T Return for last three assessment years **(2023-24, 2024-25, 2025-26)**
- **f)** 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].

v) The intending bidders are required to quote the rate online.

4) 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 the website.

5) No mobilization advance and secured advance will be allowed.

6) Constructional Labor Welfare Cess @ 1% (one percent) of cost of construction will be deducted from every Bill of the selected agency, Royalty & all other statutory levy / Cess will have to be borne by the contractor & the rate quoted by the contractor item wise is inclusive of all such taxes and Cess as stated above excluding Goods and Services Tax.

7) <u>Earnest Money:-</u>

The amount of Earnest money **@ 2%** of the estimated amount i.e. **₹ 19,508/-** (Rupees Nineteen Thousand Five Hundred and Eight only) is required to be paid by online mode only through e-Tender portal (https://wbtenders.gov.in). 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.

8) 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).

9) Security Deposit: -

10% of the total order value will be kept withheld as Security Deposit till expiry of the warranty period of one year. In respect of successful bidder, against whom the order will be placed, the earnest money as deposited with the tender, shall be converted as a part of Security Deposit and the balance Security Deposit amount will be recovered from the submitted bill.

10) Additional Performance Security:-

All bids in the range of -20% to -80% of the estimated rate shall furnish an additional performance security which shall be equal to 10% of the tendered amount in the form of a Bank Guarantee from any scheduled bank, before issuance of the work order.

11) Date and Time Schedule:-

SL. NO.	PARTICULARS	DATE & TIME
1	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	**29.09.2026 at 11.00 hrs**
2	Documents sell / download start date (online).	**29.09.2026 at 11.00 hrs**
3	Pre Bid meeting	**30.09.2026 at 12.00 hrs**
4	Bid Submission upload start date (online)	**29.09.2026 at 14.00 hrs**
5	Documents sell / download end date (online).	**06.10.2026 at 16.00 hrs**
6	Bid Submission upload end date (online)	**06.10.2026 at 16.00 hrs**
7	Last Date of submission of Earnest Money Deposit (Online)	**06.10.2026 at 16.00 hrs**
8	Date for opening of Technical bid (online) for the Bidders	**09.10.2026 at 12:00 hrs**
9	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	**To be intimated later.**
10	Date for opening of Financial Bid (online).	**To be intimated later.**

12) Specification of Work:

The work should confirm to WBSEDCL's general conditions of contract and satisfying relevant provisions of I.E. Rules.

13) 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.

14) Penalty for delay in Completion:-

14.1 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 Major.

14.2 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.

15) 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.

16) 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.

17) 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.

18) Exemption from deposition of earnest money deposit (EMD) shall not be allowed under any circumstances.

19) Conditional / Incomplete tender/ bid will not be accepted under any circumstances.

20) 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.

21) Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.

22) 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.

23) The WBSEDCL reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

24) Work Order & Payment of work will be depended on availability of fund. **The Divisional Manager, Bidhannagar-I Division, WBSEDCL shall act as Controlling Authority. The Station Manager, Bidhannagar Customer Care Centre-I, WBSEDCL will act as Site Supervisory Officer/ Site Engineer and the Manager (F&A), Bidhannagar-I Division, WBSEDCL shall act as Paying Authority.**

25) **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.

26) Electrical activities which are not covered in scope but are required to complete the job, shall be paid as per published RE cost data of WBSEDCL respectively as effective on the date of bid opening.

Divisional Manager
Bidhannagar-I Division
WBSEDCL

INSTRUCTION TO BIDDERS (ITB):-

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

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

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

4. **Downloading of Tender documents:** The contractor can search & download N.I.T. & Tender Document(s) electronicallyfromcomputeroncelogsontothewebsitementionedinclause2usingtheDigitalSignatureCertificate .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).

   a) Technical Proposal:

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

   i) Statutory Cover files Containing: Scanned copy acknowledgement in regard to payment of Earnest Money Deposit through online mode.

   ii) Non Statutory / Technical Document Cover file Containing:

   I. GST registration certificate.
   II. PAN card.
   III. EPF registration certificate.
   IV. E.S.I. registration certificate.
   V. Requisite Credential Certificates as mentioned earlier.
   VI. I.T Return for last three assessment years **(2023-24, 2024-25, 2025-26).**
   VII. Professional tax deposit challan for last months.
   VIII. Declaration of the bidders as per attached formats.

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

   iii) 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.

iv) 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:

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

Sl No:	Category Name	Sub Category Description	Details
1.	Certificates	Certificates	**a)** PAN Card. **b)** I.T. return for last 3 (three) assessment years **(2023-24, 2024-25, 2025-26)** **c)** GST registration certificate **d)** Professional tax deposit challan for last month **e)** EPF registration certificate. **f)** E.S.I Registration certificate
2.	Company Details	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)
3.	Credentials	Credential	**a)** Performance as prime contractor for execution of one similar nature of work under the authority of WBSEDCL, WBSETCL, State/Central Government, State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government having value 50 % of estimated cost during last 3 (three) years. **b)** Documents of Credential (in the form of work completion Certificates and payment certificates).
4	Financial Information	Financial Information	Copy of IT returns for last 3 assessment years **(2023-24, 2024-25, 2025-26)**
5.	Earnest Money	Earnest Money	To be paid through Online.

b) 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. **Pre Bid meeting:** 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. Non attendance 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.

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 & 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. 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 & Other Levies:

- ❖ 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.
- ❖ 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.

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 & 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 & Fraudulent: 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:

I. "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
II. 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.
III. 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.
IV. WBSEDCL 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 / Distortion of facts:** If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tender committee will take actions deem fit against such defaulting Bidder. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time 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.

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:**

I. 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.

II. 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.

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GENERAL CONDITIONS OF CONTRACT (GCC):-

1) **SCOPE OF WORK:-**

The scopes deal with Repairing & Painting Work at Feeder Pillar Boxes, Service Junction Boxes & Plot Junction Boxes etc. installed at different locations of Bidhannagar Customer Care Centre-II under Bidhannagar-I Division. After painting & repairing work clearing the site is also included in the scope of the work. This includes all such works which are not specifically mentioned in the schedule but are required for completion of work in all respect and will enable proper functioning of the requisite system.

2) **SAFETY PRE-CAUTIONS:**

In no cases, the awarded agency will allow to work in live lines. 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 during the repairing & painting work.

3) **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 1970and 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.

4) **DISPLAY OF DANGER SIGN:**

"DANGER" sign with barricading should be done at the worksite so as to avoid the chances of any untoward interference and/or accident.

5) **TOOLS & TACKLES:**

All tools, tackles & testing equipments necessary for repairing and painting work, shall be supplied by the contractor and will remain his property. The contractor shall be equipped with reliable sets of tools and tackles etc. in sufficient quantities so as to complete the work within the stipulated time.

6) **COMPLETION TIME:**

The entire work as mentioned in the schedule of works has to be completed within 120 days from the date of issuance of Formal PO. The work shall be treated as completed only when the completed work is ready for taking over by the Company after successful performance of testing and commissioning.

7) **COMPLETION REPORT:**

On completion of the entire repairing and painting work, the contractor shall submit the detail completion report. Other detailed records as per direction of the Site Supervisory Officer to be enclosed along within the form of a comprehensive record book.

8) **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) RISK PURCHASE:

Should a contractor fail on receipt of the order/contract/letter of intent of the cable installation work to take up the work within the period mentioned in order/contract/letter of intent or leave the work on partial completion of the same, the Company shall be entitled to get the works done by the best and nearest available substitute from elsewhere at the risk and cost to the contractor. On cancellation of the contract, the contractor shall be liable for any loss or damage which the Company may suffer by reason of such failure on the part of the contractor.

10) 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.

11) 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.

12) SECURITY DEPOSIT:

10% of the total order value will be kept withheld as Security Deposit till expiry of the warranty period of one year. In respect of successful bidder, against whom the order will be placed, the earnest money as deposited with the tender, shall be converted as a part of Security Deposit and the balance Security Deposit amount will be recovered from the submitted bill.

13) ADDITIONAL PERFORMANCE SECURITY:

All bids in the range of -20% to -80% of the estimated rate shall furnish an additional performance security which shall be equal to 10% of the tendered amount in the form of a Bank Guarantee from any scheduled bank, before issuance of the work order.

14) 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.

15) 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.

16) 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.

17) DEFECT LIABILITY PERIOD:

I. The term 'defect liability period' shall mean the period for a period of 12 (Twelve) months from the date of completion of the job or 18(Eighteen) months from the date of initiation of the job, whichever is earlier.
II. If any defect is found within the defect liability period the contractor shall be liable to rectify/replace the materials at their own cost and responsibility.
III. In case of all Civil works any defect in the work detected by the site in-charge within the period of six months from the date of issue of Defect Liability Certificate, the defect liability period shall continue beyond six month or till the expiry of one full monsoon period i.e. June to September.
IV. Defects/rectification work so notified shall have to be attended and completed satisfactorily within the specified date or as deemed justified by the Controlling Officer. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the Performance Bond, already submitted by the contractor as per clause no 5above.
V. After completion of defect liability period, and on completion of satisfactory rectification of defects, if any, reported within the defect liability period, and on receipt of the application from the contractor the Controlling Officer of the work shall recommend for refund of the Performance Bond.

18) LABOUR LICENCE, EPF & MP ACT etc:

I. 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.
II. The contractor shall have to follow all Central Govt., West Bengal Govt. and Statutory Acts, Rules & Regulations.
III. 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.
IV. 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 Compensation Act, 1923 (Wherein the Employees State Insurance Act 1948 is not applicable).
V. Labour Welfare Cess @ 1% of the ordered amount of labour cost will be realized from the Running Account as well as Final Bill of the contractor as per Building & Other Construction Workers Welfare Cess Act,1996 (Act 28of 1996).
VI. No labour of minor aged shall be employed in the work. 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.

19) TERMS OF PAYMENT:

I. Payment shall be made against Running Account Bills to be submitted to the Engineer-in-charge. Maximum three nos R/A bills will be allowable and each R/A bill should not be less than 20% of the ordered value and be supported by Measurement Book duly certified by the concerned Site Engineer and Supervising Officer. A statement showing consumption of materials should also be submitted along with final Bill.

II. R.A. bills shall be paid within 30 (thirty) days from the date of submission of the bill.

III. Final bill shall be paid within 30 (thirty) days from the date of submission of the bills in quadruplicate along with completion certificate, measurement book, store transaction papers, duly certified by the Site Supervisory Officer and also the Guarantee certificate in respect to the completed work for a period of 12 (Twelve) months from the date of commissioning or 18(Eighteen) months from the date of officially taking of the installation by WBSEDCL whichever is earlier.

20) PAYING AUTHORITY:

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

21) CONTROLLING OFFICER & SITE SUPERVISORY OFFICER:

I. The Divisional Manager, Bidhannagar-I Division, WBSEDCL will be the Controlling Officer of the work.

II. The Station Manager, Bidhannagar CCC-I, WBSEDCL will be the Site Supervisory Officer of the work

22) VARIATION OF WORK:

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

23) GENERAL CONDITION OF CONTRACT:

Unless otherwise specified in the order or by subsequent correspondences the General conditions of contract of WBSEDCL for supply and erection of plant, machinery and manufactured equipments shall apply to the work covered by this specification. Electrical activities which are not covered in scope but are required to complete the job shall be paid as per published WB schedule of rates and RE cost data of WBSEDCL respectively as effective on the date of bid opening.

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 representative of M/S_____ _____, solemnly declare that:

1. We are submitting Tender for the Work_____against Tender Notice No_____Dated_____

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

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

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

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

(Signature of 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.NITNo 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: