West Bengal State Electricity Distribution Company Limited

Invitation of E-Tender for the work of

Erection of 33 KV XLPE Cable (UG) Emanated From Ghorapir GSS to Proposed Jalalpur 33/ 11 KV Substation under Malda Division.

N.I.T. NO: MZO/E-Tender/2026-2027/649 (2nd Call) Date: 28/09/2026

Zonal Manager, Malda Zone Office
Administrative Building, 2nd Floor, Rabindra Avenue, Malda-732 101,

E-mail:**zm.malda@wbsedcl.in**

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West Bengal State Electricity Distribution Company Ltd.

(A Govt. of West Bengal Enterprise)

WBSEDCL

Section I

NOTICE INVITING e-TENDER

NIT No.: MZO/E-Tender/2026-2027/649 (2nd Call) Date: 28/09/2026

Online percentage rate e-Tender in two part for the under mentioned work is invited by the ACE&ZM, Malda Zone,WBSEDCL from eligible, bonafide, resourceful and experienced contractors of State/Central Govt., State/Central Govt. undertaking, Statutory Bodies constituted under the statute of Central Govt. for under mentioned work as per specified terms, conditions and specifications. Synopsis of the E-NIT is given hereunder:

Name of the work	Estimated Amount (in Rs.)(incl. 1% Cess but Excl.GST)	Completion Time	Earnest Money Deposit (EMD)(Rs.)
Erection of 33 KV XLPE Cable (UG) Emanated From Ghorapir GSS Substation to Proposed Jalalpur 33/11 KV Substation under Malda Division.	***70,06,770.10***	03 (Three) months from date of issue of the last major materials from WBSEDCL.	***1,38,800***

1. Intending bidders should download the tender documents from the websitehttp://www.wbtenders.gov.indirectly with the help of Digital Signature Certificate (DSC). Necessary Earnest Money Deposit (EMD) should be remitted separately through either online mode or in the form of Bank Guarantee (BG) in full on any schedule commercial bank in the annexed format and the same should be documented and scan copy of the aforesaid documents is to be uploaded through said website as per schedule stated in Sl. No. 6(Details of which has been narrated in the Instruction to the bidders).The last date for submission of physical copy of EMD via Bank Guarantee (if EMD in the form of bank guarantee is opted) will be upto 28.10.2026 upto 15:00 Hrs. Partial payment through online mode and remaining submission through BG is not allowed. EMD collected via online mode will be settled automatically from e-tendering portal maintained by National informatics Centre (NIC) wherein EMD for rejected or unsuccessful bids shall be refunded in the bank account of participating bidders directly from NIC Portal. However, for successful bidder the Earnest Money will be converted into Security Deposit.

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') as per Schedule stated in Sl.No.8.

3. **Eligibility criteria for participation intender:** The pre-qualification criteria will be subject to bidder's fulfillment of the qualification criteria set forth and stipulated hereunder & substantiated by authentic and relevant information and details. The bidders shall also have experience and a proven track record in taking up and completing work of a magnitude and nature similar to the items mentioned hereunder:

   (A) The bidder must have successfully completed similar works(*defined below) for similar Electrical works during last 07(Seven) years (i.e. upto 31.08.2026) under the authority of State/Central Government, State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government.:

Three similar completed works each costing not less than the amount equal to 40%of the estimated cost.

OR

Two similar completed works each costing not less than the amount equal to 50%of the estimated cost.

OR

One similar completed work costing not less than the amount equal to 80%of the estimated cost.

*(*Electrical: The bidder must have successfully completed installation work of UG 33KV cables and other allied electrical works that in last 7 years (i.e. upto 31.08.2025) under the authority of State/Central Government, State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government.)*

Note: - Satisfactory Completion Certificate indicating estimated amount and/or Ordered Amount, Value of work-done and Date of completion of the work and detail communicational address along with contact details of the Client should be submitted by the Bidder. Completion Certificate from the concerned Executive Engineer/District Engineer/Divisional

Order/PO in full along with the BOQ showing the full description of items in respect of the work for which completion certificate is being uploaded. Delay in completion of work, if any, must be mentioned in completion certificate along with the reason.

4. **Statutory/Non-Statutory requirements:**

a. All categories of prospective Bidders (***Firm/Entity***) shall have to submit valid copies of the following documents (All the documents must be in the name of the **Firm/Entity** applying as prospective bidders):

I. Professional Tax Registration Certificate/Registration No.(P. Tax Registration Certificate/ Enrollment Certificate as applicable), current professional tax payment certificate along with payment challan.
II. P.F. Registration Certificate/No. along with up to date challan of last month.
III. GST Registration Certificate/No with up to date return/challan latest,
IV. E.S.I. Registration certificate/No. with up-to date challan of last month.
V. PAN Card and Income Tax Return for last **three Assessment Years (if submission of audit file) or five Assessment Years (if non submission of audit file).**
VI. Valid Electrical Contractor's License issued by the Licensing Board, Government of West Bengal/India under Act with valid Electrical Supervisor's Certificate of Competency (SCC) Part No. 1,2,3,4,5,6A,6B,7A, 7B, 11 & 12 issued by the Licensing Board, Government of West Bengal/India (current engagement of electrical Supervisor at prospective bidders firm needs to be established).
VII. Valid up-to-date Trade License in respect of the prospective Bidder:
VIII. Registration Certificates of Firms/ Entities,
   a) Proprietorship Firm (Valid Trade License),
   b) Partnership Firm (Valid Partnership Deed, Valid Trade License),
   c) Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License),
   d) Co-operative Society (Society Registration copy, valid Trade License).

NB: Any MOU/Temporary Agreement/Joint Ventures/Consortium/ Any other arrangement to constitute an Entity having no statutory Registration Certificates (Non-Permanent Establishment) beyond the above entities [mentioned in VIII(a) to (d)] for the purpose of applying as prospective bidder will not be considered as valid document.

IX. Performance as prime contractor applying as prospective bidder for execution of similar nature of work upto last seven years will only be considered.
X. Information regarding any past and current litigation with WBSEDCL/WBSETCL/Govt/PSU in which the bidder is involved, the party's concerned and disputed amount.
XI. **Neither prospective Bidder nor any of the constituent partners had been debarred 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 on Rs.100.00/- Non-Judicial Stamp duly notarized by Notary Public, in this respect has to be furnished by the prospective bidders.**
XII. The bidder shall submit reports on the financial standing i.r.o. solvency of Bidder (Company/ Firm) as certified by bankers, audited annual reports on accounts with auditors' certificate for company registered under Companies Act and Tax Audit Report for Partnership Firms for last three preceding Financial Years.
XIII. Net worth for each of the last 03 (three) Financial Years should be positive. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.
XIV. The bidder's Minimum Average Annual Turnover (MAAT) for last 03 (three) Financial Years shall not be less than 30% of the estimated cost per year.
XV. The working capital of the bidder in the preceding year of bid submission shall not be less than 30% of the estimated cost per year.
XVI. In case documents certifying credit facility from a scheduled bank is submitted, the requirement given in Clause No.XIV above, shall be judged by adding available credit facility and working capital takentogether.
XVII. Annual Audited Financial Report for last 3 (three) years to be submitted for verification in respect of bidders for whom audit of accounts is mandatory (3CA/3CB and particulars are reported in the Form 3CD u/s 44AB of Income Tax Act'1961 are to be submitted). **For those whose audit of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures for last five years.**
XVIII. **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 on Rs.100.00/- Non-Judicial Stamp duly notarized by Notary Public, in this respect has to be furnished by the prospective bidders.** (Non-statutory Documents).
XIX. No conditional/incomplete/inadequate/wrong submission of Tender Documents and facts will be accepted under any circumstances and no further prayer for consideration will be entertained.

Bidders (SECTION-A) under the head A-2. (Sl. No. vii, viii & ix) Non statutory cover containing of Eligibility criteria for participation in tender.

5. 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 Bidders of Technical Bid will be displayed in the website.
6. **No mobilization advance and secured advance will be allowed.**
7. A prospective Bidder shall be allowed to participate in the tender either in the capacity of individual or as a partner of firm, Society, Company, Registered Unemployed Engineers Co-operative Society/Registered Labour Co-operative Society. If found applied severally in a single job, all his offers will be rejected for that job.
8. Bid shall remain valid for a period not less than 180 (one hundred twenty) days from the date of opening of Financial Bid. If the bidder modifies/withdraws the bid during the interval between the deadline for submission of bids and the expiry of the period of bid validity, the bid will be cancelled with forfeiture of earnest money deposit (EMD).
9. **Date and Time Schedule:**

Sl. No.	Particulars	Date & Time
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	06.10.2026 at 10:00 Hrs
2.	Documents download start date (Online)	06.10.2026 at 10:00 Hrs
3.	Pre-bid Meeting	13.10.2026 at 11:00 Hrs
4.	Bid submission start date (On line)	14.10.2026 at 10:00 Hrs
5.	Documents download End Date (On line)	29.10.2026 upto 15:00 Hrs
6.	Bid Submission closing date (On line)	29.10.2026 upto 15:00 Hrs
7.	Last Date of submission of Earnest Money Deposit etc. (online)	29.10.2026 upto 15:00 Hrs
8.	Last Date of physical submission of Earnest Money Deposit.(if EMD in the form of bank guarantee is opted) (Offline)	30.10.2026 upto 15:00 Hrs
9.	Technical Bid opening date (Online)	02.11.2026 at 16:00 Hrs
10.	Date of uploading list for Technically Qualified Bidder (Online)	To be intimated later
11.	Financial Bid opening Date (Online)	To be intimated later

10. The Bidder at the their own responsibility 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 cost of visiting the site shall be at the Bidder's own expense.
11. 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 – 'A' before tendering the bids.
13. **Exemption from deposition of earnest money deposit (EMD) shall not be allowed under any circumstances.**
14. Conditional / Incomplete tender will not be accepted under any circumstances.
15. The intending Bidders are required to quote the rate **online only through tendering process.**
16. 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.
17. Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.
18. The eligibility of a Bidder will be ascertained on the basis of the documents submitted by a Bidder in support of eligibility criteria. If any document submitted by a Bidder is incorrect/ manufactured / fabricated or false at any stage, his Tender will be out rightly rejected and legal action will be taken against him.
19. The participating bidders may please note that the successful bidder shall have to submit an Indemnity Bond along with Agreement in the prescribed format before commencement of the work.
20. 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.
21. The WBSEDCL reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
22. In case of supply of materials, it is mandatory to submit/upload GTP, Drawings, Make & Model, technical specifications from reputed manufacturer as per requirement of NIT and to be approved from the competent department of WBSEDCL.

23. **Pre-bid Meeting:** All the interested bidders are encouraged & requested to participate in pre-bid meeting, which shall be held on 13.10.2026 at 11:00 Hrs at Office of the Additional Chief Engineer & Zonal Manager, 2nd floor Administrative Building, WBSEDCL at Administrative Building, 2nd Floor, Rabindra Avenue, Malda-732 101. For any necessary clarification or communications regarding the pre-bid meeting or else, shall be addressed at zm.malda@wbsedcl.in or Mob -9332791350.

participation of visit in the aforesaid communication details at least 01 day prior to the actual time of arrival. The authorized representative of the intending bidders may address any issues related to the tendered work in the pre-bid meeting, if feels so. Non-participation in the Pre-Bid meeting shall not be disqualification criteria of any bidder.

23/09/26

(P.Roy)
ACE&ZM, Malda Zone
W.B.S.E.D.C.L.

Section II

INSTRUCTION TO BIDDERS

1. General guidance for 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 above. DSC is given as aUSBe-Token.

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

5. Participation in more than one work:
A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm, Society, Company, Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License), Co-operative Society (Society Registration copy, valid Trade License).
If found applied severally in a single job, all his offers will be rejected for that job.

6. Submission of Tenders:
General process of submission: Tenders are to be submitted online to the website stated in Cl.2 above, in two folders at a time, one in Technical Proposal & the others Financial Proposal before the prescribed date & time using Digital Signature Certificate (DSC).The documents are to be uploaded in the form of virus scanned copy duly Signed Digitally. The uploaded Documents will get encrypted (transformed into non readable formats).

A Technical Proposal:

A1 Statutory Parts:

a) **To be submitted in "Drafts" folder:**

i Cost of Tender Document: No Cost.

ii **Earnest Money Deposit (EMD):** The amount of Earnest Money Deposit (EMD) shall be deposited online as prescribed in the NIT. **The bidder shall select the tender to bid and initiate payment of EMD.** Documentary evidence of online EMD payment (if any) should be uploaded in draft folder during submission of bid.

iii **Following payment options are available for paying EMD amount:**

I **Net-banking through Payment Gateway.**

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

III **Submission of the EMD through Bank Guarantee:** For submission of EMD in the form of Bank Guarantee, the bidder will have to opt for EMD exemption in e-tender web portal and upload scanned copy of BG in the EMD exemption document upload section. Physical copy of BG shall be submitted at at Administrative Building, 2nd Floor, Rabindra Avenue, Malda-732 101 within scheduled date and time as mentioned in NIT Notice.

iv **General Instructions for Online Payment:**

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

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

III 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).

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

v Refund/ Settlement of EMD Amount:

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

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

III The bank account used for payment of EMD by 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.

IV For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz. 33-4O267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI.

V Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner if not created earlier.

b) **To be submitted in "NIT" folder:**

i Notice Inviting e-Tender (NIT).

ii Technical Specifications.

iii Addenda/Corrigenda: if published.

Note: Bidders are to keep track of all the Addendum/Corrigendum issued with a particular tender and upload all the above duly digitally signed along with the NIT. Tenders submitted without the Addendum/Corrigendum will be treated as informal and liable to be rejected.

c) **To be submitted in "Forms" folder:**

i Declaration of Black Listing / Holiday Listing (as per Form - IV).

ii Certificate regarding summary statement of yearly turnover (Form - I).

iii Form - II - evidence of access to or availability of credit facilities if applicable.

iv Annexure – I, annexure – II, annexure – III (as stated).

v Form – III - statement of similar type of works (civil & electrical) executed during last 07 (seven) years.

Note: All the above documents are to be uploaded duly digitally signature.

A2 Non Statutory Cover:

i. Professional Tax Registration Certificate/No. (P. Tax Registration Certificate/ Enrollment Certificate as applicable), current professional fees payment certificate along with payment challan.

ii. P.F. Registration Certificate/No. along with up to datechallan of last month.

iii. GST Registration Certificate/No. with up-to-date return/ challan for last three months, (Monthly/Quarterly as applicable).

iv. E.S.I. Registration Certificate with up to datechallan of last month.

v. PAN and Income Tax Return for last three Assessment Years**.**

vi. Valid up-to-date Trade License in respect of the prospective Bidder.

vii. **Valid Electrical Contractor's License issued by the Licensing Board, Government of West Bengal/India under Act with valid Electrical Supervisor's Certificate of Competency (SCC) Part No.** 1, 2, 3, 4,5, 6A, 6B, 7A, 7B, 11 & 12 **issued by the Licensing Board, Government of West Bengal/India (current engagement of electrical Supervisor at prospective bidders firm needs to be established).**

viii. Have sufficient credential of similar nature of Electrical Works.

ix. Have to give necessary documentary evidence for presence and engagement of licensed Electrical Supervisor for supervision and execution of work.

Note: All the documents stated in Sl. No. vii, viii and ix above for execution of electrical works is to be uploaded along with tender.

x. The bidder shall submit reports on the financial standing i.r.o. solvency of Bidder (Company/ Firm) as certified

by bankers, audited annual reports on accounts with auditors' certificate for companies registered under Companies Act and Tax Audit Report for Partnership Firms for last 3(Three) Financial Years.

xi. Net worth for the each of the last 03 (three) Financial Years should be positive.Net worth means the sum total of the paid up capital and free reserves (Excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.

xii. The bidder's Minimum Average Annual Turnover (MAAT) for last 03 (three) Financial Years shall not be less than 30% of the estimated cost per year.

xiii. The working capital of the bidder in the preceding year of bid submission shall not be less than 30% of the estimated cost per year.

xiv. In case documents certifying credit facility from a scheduled Bank is submitted, the requirement given in clause no (xiii) shall be judged by adding available credit facility and working capital taken together.

xv. Annual Audited Financial Report for last 3 (three) years to be submitted for verification in respect of bidders for whom audit of accounts is mandatory (3CA/3CB and particulars are reported in the Form 3CD u/s 44AB of Income Tax Act'1961 are to be submitted). **For those whose audit of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures for last five years.**

xvi. Registration Certificates of Firms/Entities:

- **a.** Proprietorship Firm (Valid Trade License),
- **b.** Partnership Firm (Valid Partnership Deed, Valid Trade License),
- **c.** Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License),
- **d.** Co-operative Society (Society Registration copy, valid Trade License).

24. **Credential of completed works as mentioned here are:** The pre-qualification criteria will be subject to bidder's fulfillment of the qualification criteria set forth and stipulated hereunder & substantiated by authentic and relevant information and details. The bidders shall also have experience and a proven track record in taking up and completing work of a magnitude and nature similar to the items mentioned hereunder:

(B) The bidder must have successfully completed similar works(*defined below) for similar Electrical works during last 07(Seven) years (i.e. upto 31.08.2026) under the authority of State/Central Government, State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government.:

Three similar completed works each costing not less than the amount equal to 40%of the estimated cost.

OR

Two similar completed works each costing not less than the amount equal to 50%of the estimated cost.

OR

One similar completed work costing not less than the amount equal to 80%of the estimated cost.

*(*Electrical: The bidder must have successfully completed installation of UG 33KV cables, and other allied electrical works that in last 7 years (i.e. upto 31.08.2026) under the authority of State/Central Government, State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government.)*

Note: - Satisfactory Completion Certificate indicating estimated amount and/or Ordered Amount, Value of work-done and Date of completion of the work and detail communicational address along with contact details 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. The bidder is to upload the LOA/Execution Order/PO in full along with the BOQ showing the full description of items in respect of the work for which completion certificate is being uploaded. Delay in completion of work, if any, must be mentioned in completion certificate along with the reason.

Note: The bidder must have full-fledged set up for executing similar projects in power utility.

B **Financial Proposal(in one cover/folder):**
It contains Bill of Quantities (BOQ). The rate to be quoted in the BOQ on "percentage basis" in the space marked for quoting rate (either excess, less or at par i.e. 0.00%). Quoted rate will be encrypted in the B.O.Q. under Financial Bid.

(Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder).

Note: - Failure of submission of any of the above-mentioned documents (as stated in A1, A2 and B) will render the tender liable to summarily 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 (Statutory documents).

Sl. No.	Category Name	Details
A	Certificates	1. PAN. 2. E.P.F. Document. 3. G.S.T. Document. 4. P. Tax Document. 5. E.S.I. Document. 6. Audited Annual Report on Accounts documents. 7. ITR Document. (Annual Audited Financial Report for last 3 (three) years to be submitted for verification in respect of bidders for whom audit of accounts is mandatory (3CA/3CB and particulars are reported in the Form 3CD u/s 44AB of Income Tax Act'1961 are to be submitted). **For those whose audit of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures for last five years).** 8. Credit facility from any schedule bank to make short fall in working capital. 9. Electrical Contractor's License issued under Act with valid Electrical Supervisor's Certificate of Competency (current engagement of electrical Super visor at Prospective bidders' firm needs to be established).
B	Company Details	1. Proprietorship Firm (Valid Trade License). 2. Partnership Firm (Valid Partnership Deed, Valid Trade License). 3. Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License). 4. Co-operative Society (Society Registration copy, Valid Trade License).
C	Credential	Necessary documents regarding Similar nature of work done which is applicable for eligibility in this tender (As per Clause no.3.A of NIT)
D	Declaration	1. Declaration of Black Listing / Holiday Listing (as per Form No-IV). 2. Certificate Regarding Summary Statement of Yearly Turnover (Form-I). 3. Form-II - Evidence of Access to or Availability of Credit Facilities If Applicable. 4. Annexure–I, Annexure–II, Annexure–III (As Stated). 5. Form– III - Statement of Similar Type of Works (Civil & Electrical) Executed During Last 07 (Seven) Years**.**

7. Opening of Tender:

a) **Technical Proposal**

i. **Opening of Technical proposal**: - Technical proposals will be opened by authorized representatives of WBSEDCL from the web site stated using their Digital Signature Certificate.

ii. Intending bidders may remain present if they so desire.

iii. Covers (folder) statutory documents will be opened first & 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 be summarily rejected.

iv. Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded & handed over to the authorized representatives of WBSEDCL.

v. Uploading of summary list of technically qualified bidders:

- Pursuant to scrutiny & decision of the authorized representatives of WBSEDCL the summary list of eligible bidders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

- While evaluation the authorized representatives of WBSEDCL may summon any of the bidder & seek clarification / information or bidder/s may be asked for producing original hard copy/s of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

b) **Financial Proposal**

i The financial proposal should be one cover (folder) containing bill of quantities (BOQ) the contractor is to quote the rate [Percentage Excess/Less] online in the space marked for quoting rate in the BOQ.

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

8. Parties Who May Bid:

a) Invitation of bid is open to the eligible bidders of Indian origin and the bid will be made in the basis of local competitive bids (LCD).

b) All materials to be supplied and services to be rendered under this contract shall be accepted from bidders fulfilling the eligibility/capability criteria.

c) A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of the firm, Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License), Co-operative Society (Society Registration copy, valid Trade License). If any of the bidders is found to have applied severally in a single job all his applications will be summarily rejected for that job.

9. Responsibility of Bidders:

a) WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interruption or deductions the bidder may derive from the data furnished by the WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.

b) It shall be the responsibility of the bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this contract including in particular all factors that may affect the cost, duration and execution of the works. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid.

c) Claim, whatsoever, including those for financial adjustment to the contract awarded under these specifications and documents will not be entertained by the purchaser. Neither any change in time schedule of contract nor any financial adjustments arising thereof shall be permitted by the purchaser, which are based on the back of such clear information of its effect on the cost of the contract to the bidder.

d) The bidder is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, specifications and drawings in the bidding document. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.

10. **Pre-Bid Meeting:** A pre-bid meeting will 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 queries to the tendering authority before the specified date. Any change in date shall be intimated to the bidders through e-mail or over telephonic correspondence. 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. Pre-bid proceedings shall be circulated among all bidders by email.

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. **Clarification of Bidding Document:** Should there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBSEDCL, marked to the ACE&Zonal Manager**, Malda Zone, WBSEDCL, Malda** the date specified for this purpose. The clarification given in the pre- bid discussion shall be final and binding on the bidder.

13. **Bid Prices:**

a) The bidder shall quote their price in the appropriate format in percentage excess/at par/ less the estimated price.

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

c) Prices indicated in the schedule of prices deemed to include all the levies/duties/taxes/Cess& all other incidentals payable as per statute. Goods and Service Tax shall be paid extra as per statute.

14. **Correctness and Sufficiency of Rates Quoted 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.

15. **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. WBSEDCL 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, WBSEDCL 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.

16. **Validity of Bid:**

a) Financial Bid shall preferably be opened within 30 (Thirty) days from the date of opening of Techno-commercial Bid.

b) The offer against the tender should remain valid for a minimum period of 180 days from the date of opening of Financial Bid.

c) Prior to the expiry of the original validity period WBSEDCL may request extension in the period of validity for a further suitable period without any change in terms & conditions of the offer.

17. **Earnest Money Deposit:** The bidder shall deposit the requisite earnest money through online or offline mode following payment options is available for payment of EMD, for the intending bidders**.**

a) **Net-banking through Payment Gateway.**

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

c) **Submission of EMD through BG:** For submission of EMD in the form of Bank Guarantee, the bidder will have to opt for offline mode in e-tender web portal and upload scanned copy of BG in the designated upload section. Physical copy of BG shall be submitted at Administrative Building, 2nd Floor, Rabindra Avenue, Malda-732 101 within scheduled date and time.

18. **Process to Be Confidential:** 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.

19. **Right to Accept Or Reject any or all Offers:** WBSEDCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action. 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.

20. **Time Schedule:** The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the NIT.

21. **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. WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive. The bids shall be evaluated on the basis of total price (Civil & Electrical Works Separately) for the entire scope of work covered under this bid document. Evaluated bid price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

22. **Opening of Financial Bid:**

a) Financial proposals of the bidders, declared technically eligible, will be opened electronically by the Tender Inviting Authority (authorized representative of WBSEDCL) from the web portal stated above on the prescribed date.

b) The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.

c) After opening of the financial proposal, the preliminary summary result containing inter-alia, name of the bidder and the rates quoted by them will be uploaded.

d) The bids will be evaluated on the basis of technical and financial proposal for the entire scope of work covered under this bid document.

e) The Tender Accepting Authority may ask any of the bidder(s) to submit analysis to justify the rate quoted by that bidder. Such justification must be submitted by the concerned bidder(s) within the stipulated time.

f) The bidder whose offer has been accepted will be finalized after the evaluation procedure will be notified by the Tender Inviting Authority (authorized representative of WBSEDCL) through Letter of Intimation. The same will be made available/uploaded in the website https://wbtenders.gov.in.

g) Decision of Tender Inviting Authority will be final and bound to every bidder.

h) The selected bidder will be asked to produce the documents like Contract Agreement, Indemnity Bond, Performance Security and any other document on demand of WBSEDCL within a specified timeframe.

i) WBSEDCL has the right to reject the tender if the bidder is unable/disagree to produce the same. In such case the EMD forfeiture of the concerned bidder will take place.

23. **Taxes, Duties and 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.

24. **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.

25. **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.

26. **Corrupt or Fraudulent Practice:** 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:

"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

"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 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 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.

27. **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 onus.

28. **Correctness and Sufficiency of Rates Quoted 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, laborer necessary for proper completion and maintenance of the work.

29. **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 action as deem fit against such defaulting Bidder.

30. **Award of Contract:** The Bidder whose 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 and Indemnity Bond as per enclosed format in G.C.C. 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. General Condition of Contract for Civil and Electrical works are post bidding documents and is totally binding with the lowest bidder, the same shall not be construed as prequalification criteria for the work under tender.

31. **Holiday Listing:** The holiday listing policy of WBSEDCL shall be applicable to the participating bidders in the e- tendering in case of any deviation is found from normal contractual conduct. A declaration as per 'Form No.-IV of Forms' of the tender document is to be submitted by the bidders.

32. **Contract Agreement:** The agreement as per enclosed format specified in 'annexure -A' of this tender will incorporate all agreements between the tender accepting authority and the successful bidder. All the tender documents including E-NIT and BOQ will be part of the agreement. After acceptance of Letter of Award, the successful bidder shall have to submit requisite copies of contract documents stated as per 'Clause No.-8 of General Conditions of Contract (GCC)'.

33. **Indemnity Bond:** The contractor (successful bidder) shall have to produce Indemnity Bond as per ' annexure -B' within the stipulated time as mentioned in the Letter of Award (LOA) to '**ACE&Zonal Manager, Malda Zone, WBSEDCL.**

34. **Creation of Vendor ID through WBSEDCL Web Portal:** All Participating bidder(s) shall have to mandatorily create vendor ID through WBSEDCL Web Portal Vendor Corner, if not created earlier.

35. I. Any short of application i.r.o obtaining NOC and liaison for road restoration during the execution of UG cable laying from Local Municipal and Panchayat Authorities , Forest Deptt., PWD, MES, NHAI, State Highway Authority, PHE etc or any designated authorities will be the owners of the executing agency. Necessary charges which will be served in the form of quotation/ demand from aforesaid entities will be paid from WBSEDCL as per actual basis.

II. In case wherein the road restoration work to be dealt by WBSEDCL as an exception, that will be dealt separately as per prevailing norms of WBSEDCL.

III. Necessary formalities like GSTN,PAN, Bank details, liesence agreement format etc from the aforesaid entities will be the responsibility of the executing agency.

SECTION-III

Form-I - CERTIFICATE REGARDING SUMMARY STATEMENT OF YEARLY TURNOVER

This is to certify that the following statement is the summary of the audited Balance Sheet arrived in favour of . . . . . .
. . . . .For the 03 (three) consecutive years as mentioned below.

Sl.No.	Financial Year	Financial	Remarks
1.			
2.			
3.			
Total			

Average Turnover (In Rupees):

……

SIGNATURE OF THE TENDERER WITH OFFICE SEAL

Form-II - EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

BANK CERTIFICATE

(To be given by banker of bidder)

This is to certify that M/s…….(FULL NAME ANDADDRESS)
Who are submitting their Bid to .....against their tender specification vide Ref.No…….. and date…… is our customer forthe past …….years.

Their financial transactions with our bank have been satisfactory. They enjoy the following fund based and non-fund based limits including guarantees/and other credit facilities with us against which the extent of utilization as on date is also indicated below:

Sl.No.	Type of Facility	Sanctioned limit as on date	Utilization as on Date.

This letter is issued at the request of M/s……..

Sd/-

Name of Bank ……...

Name of authorized Signatory……..

Designation……..

Phone No……..

Address……..

SEAL OF THE BANK

Form– III - STATEMENT OF SIMILAR TYPE OF WORKS (CIVIL&ELECTRICAL) EXECUTED DURING LAST 07 (SEVEN) YEARS.

Sl. No.	Name of the workexecuted	Nature of the project to which the work is related	OrderNo.anddate(s)	Name of Owner/ order issuing authority	Financial year	Executed value (Rs.)	Date of commencement, scheduled completion &actual completion	Whether Completion/ Payment Certificate(s) submitted (Y/N)

Remarks, if any:

SIGNATURE OF THE TENDERER WITH OFFICE SEAL

Form-IV

(On Rs.100.00 Non-Judicial Notarized Stamp)

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

a) In the case of a Proprietary Concern:

1. I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/S_____which is submitting the Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner have been placed on black list or holiday list during the last 5 (Five) years declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

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

2. I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/S_____which is submitting the Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner have abandoned any work nor any of their contract have been rescinded during the last 5 (Five) years in WBSEDCL/WBSETCL/Govt./PSU/Other Govt. Dept. except as indicated below:

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

b) In the case of a Partnership Firm:

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

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

2. We hereby declare that neither we, M/S_____submitting the Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have abandoned any work nor any of their contract have been rescinded during the last 5 (Five) years in WBSEDCL/WBSETCL/Govt./PSU/Other Govt. Dept. except as indicated below:

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

c) In the case of a Company:

1. We hereby declare that we have not been placed on any black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:
(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")

2. We hereby declare that neither we have abandoned any work nor any of their contract have been rescinded during the last 5 (Five) years in WBSEDCL/WBSETCL/Govt./PSU/Other Govt. Dept. except as indicated below:
(Here give particulars of black listing or holiday listing, and in absence thereof state "NIL")

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

Signature with date & seal of the Bidder

ANNEXURE –I

(To be produced on Rs. 100.00/- Non Judicial Notarized Stamp Paper)

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THEBIDDER
(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/LegalAttorney/Accredited representativeofM/S_____, solemnly declare that:

1. We are submitting Tender for the Work against Tender NoticeNo.:_____dt……

2. None of the Partners of our firm is relative of employee of WBSEDCL

3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification in formation of this tender is complete, correctand 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.

Signature of the Bidder Dated_____

ANNEXURE-II

Format of Letter of Bid

(IN 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 IdNo.-

Dear Sir,

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

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

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

Signature of the Bidder

ANNEXURE-III

(IN LETTER HEAD OF BIDDER)

Dated:_____

DECLARATION BY THE BIDDER

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

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

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

I/We also agree to procure tools and plants, at my/our cost required for the work.

_____
Signature of Bidder

_____
Postal address of the Bidder

ANNEXURE-IV

PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE/SECURITY
The non-Judicial stamp paper of Rs 100.00 should be in the name of issuing bank

Ref..... Bank Guarantee No……..

Date.....

To
The ……
……
…… West Bengal

Dear Sir(s),

In accordance with Invitation to bid under your Bid No..... M/s..... having its Registered/ Head Office at._____(Hereinafter called the "Bidder") wish to participate in the said Bid of.....and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of.....valid upto…….on behalf of Bidder in lieu of the Bid deposit required to be made by the bidder, as a condition precedent for participation in the Said Bid.

We, the.....Bank (Name) at..... (Address) having our Head Office at……..Guarantee and undertake to pay immediately on demand by West Bengal State Electricity Distribution Company Ltd. (WBSEDCL), the Amount of ..... (In words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to and including_____.
If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s_____ on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorized office, has set its hand and stamp on this_____ day of _____20___at _____.

WITNESS

_____ _____
(Signature) (Signature)

_____ _____
(Name) (Name)

_____ _____
(Official Address) (Official Address)

* This date shall be 30 (thirty) days after the last date for which the bid is valid.

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. **Definition of Terms:**

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

The **Company/purchaser/Owner/Department** shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD, having its Office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata-700091

The **Engineer-in-Charge/Controlling Officer** shall mean the Engineer designated by the Company for the purpose of this contract.

Company's representative shall mean any person or persons of consulting firm appointed and remunerated by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope.

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

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

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

General conditions shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto.

The terms **Services** shall mean all works to be undertaken by the contractor as laid down under the head "scope of contract" or elsewhere in the specification enclosed. When the words "approved", "subject to Approval", "As directed", "Accepted", "Permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.

Month shall mean calendar month.

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

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

'Date of Contract' shall mean the date on which notification of award of contract/letter of award/telex award has been issued.
'Zero Date' will be reckoned as the date of date of handing over of site.

2. **Scope of Work:**

Scope of work includes ***"Erection of 33 KV XLPE Cable (UG) Emanated From Ghorapir 132 /33 KV Substation to Proposed Jalalpur 33/ 11 KV Substation under Malda Division"*.** The proposed contract comprises of construction, repair and maintenance of the work during the contract period including defect liability period, as required. It includes provision of all labour, material, constructional plant, temporary work and everything whether 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.

- **Testing & Commissioning**

- **Type Test, Routine and Acceptance Tests:** All equipment with their terminal connectors, control cabinets, main protective relays, etc. as well as insulators, insulator strings with hardware, clamps and connectors, marshalling boxes, etc., shall conform to type tests and shall be subjected to routine and acceptance tests in accordance with the requirements stipulated under respective equipment sections. Contractor shall submit all type test reports/certificates according to the relevant standards and/or specifications for all the equipments/material for Owner's review as a proof of their conformity to type tests along with a certificate regarding conformity of equipments to be supplied with the type test. The test certificates submitted shall be of the tests conducted within 5 years prior to the date of bid opening. In case the test reports are of the tests conducted earlier than 5 years prior to the date of bid opening, or they do not meet the requirements of the specifications/relevant standards, or they are not available, the Contractor shall conduct these type test(s) under this contract at no extra cost to the Owner. The Owner will have the right of getting any test of reasonable nature carried out on any component or completely assembled equipment at Contractor's premises or at site or in any other place in addition to the aforesaid type and routine tests, to satisfy that the materials/equipment comply with the specifications. Failure of any equipment to meet the specified requirements of tests carried out at works or at site shall be sufficient cause for rejection of that equipment lot. Rejection of any equipment lot will not be held as a valid reason for delay in the completion of the works as per schedule. Contractor shall be responsible for removing all deficiencies, and supplying the equipment that meet the requirement.

  Test results / Test reports of various tests performed under this contract shall be furnished by the agency in two copies signed jointly by agency and representative of Controlling Officer along with a soft copy in excel file in the office of Employer.

- **General Checks:**
  a. Check for physical damages.
  b. Visual examination of zinc coating/ painting.
  c. Check from name plate that all items are as per order/ specification.
  d. Check tightness of all bolts, clamp and connecting terminals using toque wrenches.
  e. For oil filled equipment check for oil leakage, if any. Also check oil level and top up.
  f. Check ground connections for quality of weld and application of zinc rich paint over weld joint of galvanized surfaces.
  g. Check cleanliness of insulator and bushings.
  h. All checks and tests specified by the manufacturers in their drawings and manuals as well as tests specified in the relevant code of erection.
  i. Visual examination of labelling, danger board, anti-climbing device, muffing, painting, tension on stay wires, straightening of poles, alignment of line/supports etc Equipment test records, commissioning test records and drawings: Factory test certificates of equipment, test certificates at the time of pre-dispatch inspections, pre-dispatch inspection reports, pre-commissioning check results and post commissioning check results shall be compiled and provided in three sets to Controlling Officer for his approval and records.

  A copy of such test record shall be offered to electrical inspector and other inspecting officials during his/her visit to work site for inspection.

3. **Submission of Tender:** Please refer to sl. no 6 of Instruction to Bidders

4. **Performance Bond/Security Deposit:**

The security deposit in form of Bank Guarantee @ 10% of the ordered value should be furnished within a period of 30 days from the date of issue of the order to the paying Officer. Thereafter the BG will remain vlid upto 24 (twenty-four) months from the acceptance/takeover of the work by WBSEDCL. The security deposit may be in the form of bank guarantee issued by any scheduled bank of India duly approved by RBI in this regards, in which event it would be open to WBSEDCL or its designedated Officers to prefer the claim for invocation/ encashment of the concerned bank guarantee within six months from the expiry of the period of such Guarantee. Accordingly, there should be a claim period of six months in each of the Bank Guarntee from the date of expiry of the validity. The BGs are to be extended/ revalidated by the bidder to maintain the above time schedule for delay in completion of the work due to any reason whatsoever. No claim shall be made against WBSEDCL i.r.o interest on security deposit.

Bids in range of -20% to -80% of the estimated rate shall furnish an Additional Performance Security in the format given in the Annexure which shall be equal to 10% of the tendered amount before placement of Award of Contract

5. **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/defect liability period and certified as such by the Controlling Officer of the work upon written request by the contractor.

All types of Manufacturer's guarantee/warranty wherever applicable are to be issued/revalidated in the name of the owner by the contractual agency.

6. **Refund of Earnest Money:**

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.

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

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

For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz. 33-40267512/ l3 since payment gateway facility used by E-tender portal is maintained by ICICI.

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

Forfeiture of Earnest money/Bid Guarantee:

Earnest money/Bid guarantee shall be forfeited in case of following:

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

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

In case of successful bidder, if the Bidder fails:

To accept LOI/Order unconditionally and sign contract

To furnish the contract performance bond / Additional Performance Security in the form of Bank Guarantee wherever applicable.

7. **Defect Liability Period:**

The term 'defect liability period' shall mean the period of 02 (two) Years from the date of acceptance/takeover of the work by WBSEDCL. 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.
After completion of defect liability period, and on completion of satisfactory rectification of effects, if any, reported within the defect liability period, and on receipt of the application from you the Controlling Officer of the work shall recommend for refund of the Security money.
In case of supply of materials, guarantee period of individual procured items need to be provided as per technical specification and Purchase policy of WBSEDCL.

8. **Manner of Execution:**

The successful bidder has to submit acceptance of the LOI/order within 10(ten) days from the date of issue of the Letter of Intent/order. The successful bidder shall be required to execute an Agreement on a non-judicial tamp paper of Rs100/- with the company with all related documents for satisfactory execution of the work. The agreement shall be signed on a date and time to be mutually agreed upon in the office of the controlling officer of the work and the same has to be signed by both the parties within 30 days from date of acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract agreement on behalf of the contractor is to be submitted before signing of the agreement. The agreement shall be signed in original and five photo copies.

The original agreement shall be retained by the Company and a copy will be handed over to the Contractor

9. **General Requirement:**

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

10. **Contractor to submit programme:**

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

11. **Contractor's staff at site:**

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

12. **Removal of persons employed at site:**

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

13. **Setting out:**

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

14. **Protection of work:**

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

15. **Care of works:**

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

16. **Workmen's Compensation for accident or injury to any workman:**

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

17. **Facilities for other Contractors:**

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

18. **Clearing site on completion:**

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

19. **Change Of Quantity:**

The quantity mentioned in the schedule of work is provisional. The company reserves the right to vary the quantities as may be necessary but such variation shall be limited to+25%(plus twenty five percent) of the contract price. Payment shall be made as per execution

20. **Goods & Services Tax (GST):**

Goods and Services Tax shall be paid extra as per prevailing statute.

21. **Labour License:**

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

22. **Compliance Of Labour Laws:**

The contractor shall be complying all statutory labour 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-B) after placement of letter of intent/order.

23. **Night And Holiday Work:**

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

24. **Deductions of Provident Fund and remittance thereof in respect of contract labourer:**

In respect of casual workers or workers engaged for any job for a very short duration or sporadic nature having no employer-employee relationship (for example Soil testing, repair of transformer etc. done by outer agency) and engaged in works which are neither preparatory, nor incidental, nor any way connected with the main operation of the establishment, deduction of provident fund and remittance thereof in respect of the contract labours will not be applicable. However, it is further clarified that no mechanical approach should be adopted in deciding the applicability of the Act and each case should be considered on its own merits.

25. **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 other vary the quantities as may be necessary but such variation will be limited to + 25% (plus twenty five percent) of the contract price.Payment shall be made as per actual execution.

26. **Paying Authority:**

The Sr. Manager (F&A), Malda Zone, WBSEDCL shall be the paying authority.

27. **Supplementary Works:**

Whenever supplementary work becomes 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 officers 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:

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

When above clause no 19 shall not be applicable the rates shall be taken from P.W.D (WB) schedule of rates for building works, sanitary & plumbing works &PWD (WB)(Roads) scheduleprevailing at the time of submission of bids plus/minus the contractual rate of quotation.

When clause no 19 above shall not be applicable, the rates should be analyzed, to the mutual acceptance from present market rates of different elements involved in the item, against documentary evidence, with contractor's profit as 10% and 1% 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.

28. **Measurement and Terms of Payment:**

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

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

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

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

The company reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed item, if any, of the contractor exceeds the amount of such overpayments and irrespective of the fact whether such disputed claims of the contractor are subject matter of arbitration or not. The amount ofsuch over payment may be recovered from subsequent bill, under the contract, failing that from contractor's claim under any other contract with the company or from contractor's securitydeposit or from the amount retained or the contractor shall pay the pay the overpayment on demand. All payments shall be made against submission of GST prescribed invoice incorporating GSTIN number, SAC Code and other necessary particulars.

29. **Completion of Contract:**

All works under the contract must be completed by period of completion mentioned in NIT while portions of work as per programme settled in consultation with the controlling officer shall be completed by the date stipulated in the programme. 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 writingbythe controlling officer subject to the payment of liquidated damages, the company shall have the right, without prejudice to any other clauses, to terminate the contract forthwith and to take possession of balance work/ materials and have the same allotted to any other agency and the contractor shall be liable to compensate the loss that may be occasioned to the Company on that account. Any letter in writing by The Controlling Officer shall be treated as conclusive on behalf of the Company.

30. **Defective Material:**

If in the opinion of the Engineer-in-Charge/Controlling Officer, any of the materials brought to the site for use are not of the quality or kind specified in the contract and/or are unfit for work, he shall be at liberty to order the removal of the said materials and the contractor shall remove the same within 24(twenty four)hours after notice has been given to him, and if he fails to remove themwithin 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.

31. **Drawings:**

The work shall be carried out in accordance with the instruction and to the satisfaction of the Engineer-in charge in accordance with the signed drawings, the specifications and schedule of quantities and also as per any further drawings which may be supplied, all instruction which may be given by the Engineer-in-charge/Controlling-Officer from time to time

32. **Material And Workmanship:**

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

33. **Extension Of Time:**

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

34. **Liquidated Damages:**

If the contractor fails to complete the work successfully within the time specified in the contractor any extension thereof ,the company shall recover from the contractor as liquidated damages a sum of 0.143% of the contract value of works for each calendar day of delay or part thereof of delay subjected to Force Majeure. 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.

37. Company's Right To Terminate The Contract:

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

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

38. Quality Of Work/Material and Mode Of Measurement:

As regards to the specification of materials, execution of work and the mode of measurement relevant stipulation of P.W.D schedule of rates (applicable at site of work) or relevant Indian Standard in this respect shall be applicable. The Contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing and measurements at his own cost.

39. Departmental Materials:

Materials shall be issued to the contractor by WBSEDCL except the items mentioned in BOQ.

40. Deduction Of Taxes and Cess for Bocwwc Act, 1996:

If it is obligatory under the provision of Income tax Act 1961 to deduct tax at source then the same will be deducted from the bills as applicable. The contractor is required to follow the Building and other Construction Worker's welfare Act, 1996.Registration of his establishment under section-7 of the Building and other Construction Worker's (Regulation and condition of service) Act, 1996 is to be made after the contract is awarded. 1% cess towards BOCWWC Act, 1996, will be deducted from its total amount of each bill. For this deductions certificate will be issued as per rules.

41. Force Majeure:

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

42. Sub-Letting of Contract:

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

43. Engineer's Decision:

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

44. Liability of Accidents and Damage:

The Contractor shall be responsible for the loss, damage or depreciation of the Company's materials while in their custody and until the same is taken over by the Company. Until the completed work is taken over by the Company the contractor shall also be liable for and shall indemnify the Company in respect of all injury to person or damage to properly resulting from the negligence

of the contractor or his workmen or sub-contractor or from defective workmanship etc.

45. Language and Measurement:

All documents pertaining to the contract including specifications, schedule notices, correspondences, operating and maintenance instruction, drawings or any other writings be written shall in English language. The metric system measurement shall be used exclusively in this contract.

46. Settlement of Disputes:

All disputes concerning question of act arising under the contract shall be decided by the owner/company on receipt of written appeal by the contractor.

Any dispute or differences arising out of or in connection with this contract shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subject to settlement under the jurisdiction of Calcutta High Court, Circuit Bench at Jalpaiguri.

47. Completion of Work:

Completion of the 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.

48. Controlling Officer:

The **ACE & Zonal Manager, Malda Zone** shall be the Controlling Officer for the work.

49. Supervising Officer:

The Divisional Manager/ DE(Tech)/AE(Tech), Malda Division or any other officer as assigned by the Controlling Officer for electrical works shall be the Supervising Officer respectively.

50. Nodal Officer:

The **Regional Manager, Malda Region** shall be the Nodal Officer for the work.

51. Idle Labour/Machinery:

Whatever the reasons may be no claim for idle labour and machinery, additional establishment cost, hire and labor charges of tools & plants would be entertained by the Company, under any circumstances.

52. Safety Rules:

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

51. Reporting Of Accident:

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

i. **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.

ii. **Fatal Accident:**

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

iii. Penalty:

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

iv. Equipment & Machineries:

For timely completion of the work the bidder/contractor must have to deploy all necessary equipment, tools & tackles and machineries e.g. J.C.B, Hot-mix-plant, Boiler, transit mixer etc. to execute the work at a time to perform all works simultaneously as per requirement of WBSEDCL.

v. Risk Purchase:

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

52. Additional Conditions of Contract:

52.1 The work shall be inspected time to time by WBSEDCL representatives. The contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of 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 and store.

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

52.3 The contractor shall make his own arrangement for labour, construction equipment, tools and tackles and construction materials, construction water, office/ labour accommodation, water supply, sanitation etc.

52.4 Electricity for construction purpose, is supplied by WBSEDCL, the charge shall be borne by the contractor at the rate specified by the WBSEDCL. The contractor can't 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 will have to arrange for the same at his own cost.

52.5 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 relevant Indian standard and also the State Government rules and regulations.

52.6 The contractor shall take all precautions during execution, especially while excavating underground works, such as cables, pipe lines, drains etc. and provide all possible protection to these works and in case any materials got damaged,rebuilt them at his own cost.

52.7 All guarantee sand test certificates obtained by the contractor during the execution of work shall be transferred to the WBSEDCL before issue of final payment.

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

52.9 The cost of testing materials shall be borne by the contractor.

53.0 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 in the area. All arrangements/ programs of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to other occupants, users and workers. The contractor must see that all damages to any property, which in the opinion of the controlling officer are due to work of the contractor, are promptly rectified as per direction and to his satisfaction. The construction work

must be done in such a way as not to dislocate or disturb any sewerage system and other existing structures."

53.11 It must be clearly under stood 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 has to be made by WBSEDCL under order of appropriate authorities, the same shall be recovered from the contractor.

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

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

53.14 No omission or ambiguities in the drawing or in the specification will relieve the contractor from responsibility for material and completeness of the work.

53.15 The contractor shall not off-load the contract or part thereof to any subcontractor without obtaining written permission from the controlling officer of the work. In the event of sub-letting of contract or part there of. In the event sub-letting of contract is permitted, the fact that such permission has been accorded shall not establish any contractual relationship between approved sub-contractor and WBSEDCL of any of his liabilities and obligations under the contract.

53.16 A complete list of execution/ deviation from the bidder's scope of work shall be clearly indicated. Similarly, if any departure, commission of substitution from stipulated specification is made. This fact should be clearly indicated in the offer with reasons. However, WBSEDCL shall have the absolute discretion to summarily reject such offers.

53.17 WBSEDCL's representative may during progress of work, order for re-execution of part or whole of the work executed, found not in accordance with the approved drawings / specifications/ instructions. No extra claims shall be entertained for re-execution or altering or such work

53.18 The contractor shall provide sufficient strong and stable staging as to ensure safety of the labourer and structures.

53.19 The contractor shall dismantle and remove the staging and other temporary structures like stores, offices, labour camps etc. on completion of work, clear and clean the site where such temporary facilities were built and restore the same to original condition.

53.20 Materials brought to the site shall not be removed from the site without the written consent of the WBSEDCL. The contractor shall submit well in advance for approval of samples, specimens as the WBSEDCL may demand from time to time. Any materials brought to the site and rejected by the WBSEDCL shall be removed by the contractor from the site of work immediately.

53.21 All materials, including reinforcing steel, cement for concrete work, sanitary, plumbing, and carpentry fittings, shall be procured after approval of the brand and make by WBSEDCL

53.22 The contractor has to make arrangement for temporary cover to enable civil construction works to continue if interrupted due to rains during monsoon.

53.23 If necessary extra items beyond S.O.W are executed the unit rate shall be as per the rates of PWD, West Bengal on the date of bid opening. Those items which are not covered under PWD rates shall be based on analysis of rate as applicable, on mutual agreement.

53.24 A bar chart showing all activities needs to be submitted before commencement of work.

53.25 Depth of the tube well, if any shall be complied with Public Health Engineering Directorate recommendations.

53.26 All drawings supplied with the bid documents are tentative/ for guidance only.

53.27 WBSEDCL shall not be liable under any circumstances for any accident/ untoward incidents, if happened during execution of works.

53.28 The contractor shall submit test certificate from the appropriate authority for potable of drinking water indicating presence of arsenic and other chemicals, if any.

53.29 If specification of any items of work is not covered in the bid documents the same shall be guided from PWD schedule of rates.

53.30 All dismantled departmental materials shall have to be returned to store/ disposed and stacked in a place (within 200m lead) provided by the purchaser without any extra cost to WBSEDCL.

53.31 Mode of measurement shall be followed as described in PWD SOR, unless otherwise stated.

SECTION-V
SPECIAL TERMS AND CONDITIONS:

1. **Statutory Compliances:**

   1.1. Issue of Work Permit: It has to be ensured that no contract labour shall be engaged without a Work Permit to be issued by an official not below the rank of Assistant Engineer to those contract labours having requisite license / authorization to do such work. In the work permit name of the contract labour(s) engaged shall be provided. All such work permits shall contain certification regarding compliance of requisite safety precautions in regard to such work.

   1.2. Each and every employee / worker engaged for the work shall be issued with Prescribed Photo Employment Card and their names shall be maintained in a separate Register. Copies of the same shall have to be submitted to this end for reference.

   1.3. Wages of the workmen shall have to be disbursed as per minimum wages Act vis-à-vis revised from time to time by Notification of the Labour Department, Govt. of West Bengal and reimbursement of difference of wages beyond the usual half yearly revised rate and / or at any point of time by Govt. of West Bengal shall be made subject to production of authenticated documents towards payment of the same to the labourers along with statutory compliances. Necessary wage Register for this purpose shall have to be maintained by the Contractor. Payment of wages to the workmen engaged by the Contractor should be made in presence of the authorized representative as may be specified by the Controlling Officer who shall in turn duly authenticate and sign the Payment Register.

   1.4. Payment of wages to each and every labour shall have to be ensured by 7th of each month against dated receiptthereof.

   1.5. The successful tenderer shall have to comply with the provisions of Employees Provident Fund Act and shall be liable for deduction of Provident Fund Contribution of their workmen & deposit the same with the P.F. Authorities along with equal share of Employer's contribution. Related documents authenticating deposition of PF in case of individual contract labour engaged shall have to be submitted once for the financial year (total or part, as the case maybe).

   1.6. The employees / workers engaged for the work shall have to be paid minimum payment of Bonus one time as per provision of the Payment of Bonus Act in each year and dated receipt of the same shall have to be submitted once in a year soon after disbursement of the same along with the monthly bill of the concerned period.

2. **Risk &Coverage:** The Company (WBSEDCL) will be in no way held responsible/liable for any accident/mishap, if caused to any personnel of the agency during execution of work. The contractor shall ensure for workmen's compensation as per W.C. Act with an insurer approved by the owner and shall confirm such insurance during the contract period that any persons employed by him on the work are covered by insurance and shall produce to the concerned authority such policy or policies of insurance and receipt for payment of the current premium. If the contractor fail to effect and keep in force the insurance which he may be required to effect under the terms of the contract then and in any such case the owner may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for the purpose and from time to time deduct the amount so paid by the owner as aforesaid from any money due or which may become due to the contractor or recover the same as a debt due from the contractor.

SECTION-VI

GENERAL TECHNICAL SPECIFICATION FOR ELECTRICAL WORKS:

GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION FOR ELECTRICAL WORKS:

1.0 Scope of work

This technical specification is general in nature & description. The relevant description of a particular item shall be guided by the item description in the Schedule of Rates of this Bid Document. THE PWDSOR along with relevant IS Specifications and the National Building Code shall have to be followed as a general guideline. In case of any dispute/discrepancy, the decision of the Engineer-In-Charge and/or Technical Controlling Officer shall be final & binding on the bidder.The work contemplated under this contract includes General Construction for the aforesaid project, all as detailed in the Bill of Quantities, Specifications and Drawings.Such other works which are not included in the aforesaid Bill of Quantities are generally intended to be executed through a separate agency. Notwithstanding the above, the WBSEDCL (West Bengal State Electricity Distribution Company Limited) reserve the right to order additional works under the same Contract. The WBSEDCL also reserve the right to omit any item of work included in the aforesaid Bill of Quantities and award the same to any other Contractor or not perform it at all at their discretion and the Contractor shall not have any claim because of the same. The Contractor for this work shall be required to work in co-operation and co-ordination with other agencies on site and give them all reasonable assistance and help for the execution of the work in an efficient manner all as directed. The words "approved" or "as directed" shall be deemed to convey approval or the discretions of WBSEDCL.

2.0 Indian Standard Specifications

The particular Specifications for the work is as detailed hereinafter. These specifications shall be read in conjunction with the relevant Indian Standard Specifications and the obtainable local practice as detailed in various regional handbooks of practice and the work shall be executed accordingly. Where the specifications in any of the standards are at variance with the specifications detailed herein, the specifications herein shall govern. In case of any ambiguity/contradiction among different specification, the decision of WBSEDCL shall be final and binding on the Contractor.

3.0 As pe circular 142 Date: 07.06.2019 following steps are required to maintain during UG cable laying.

1) **Cable tag-** Use of cable tag to be ensured for all categories of cables. Where open cut method is adopted, **cable tags should be in close proximity not more than 25 mtrs. For HDD method, cable tags are to be fixed to entry and exit points of inspecting pits. Identification tags should also be attached at every entry point into the buildings, at both sides of straight through joints, road crossings and at the cable end termination**. Contents of cable tag should contain voltage grade of cable, cable size, name of feeder (for HT),name of originating and terminating Feeder pillar / Plot JB/Service JB(for LT).Cable tags to be made of durable, non-corrosive & non-magnetic material.

2) **Cable loops-** It is preferable to keep cable loops at both sides of Straight through joints and at terminations at RMU,DTR, Feeder pillar box ends within limits of minimum permissible bending radius as stated below -

Voltage Rating (KV)	PVC and XLPE cables	
	Single core	Multi Core
Upto 1.1	15D	12D
Above 1.1 to 11	15D	15D
Above 11	20D	15D

Where 'D' is overall diameter of cable.

3) **Cable marker** – Cable markers should preferably be used adjacent to Straight through joints, both sides of road crossings and at sharp bends .Construction of the markers should be as per approved drawing of W.B.S.E.D.C.L.

4.0 Quality of works/Material,Mode of measurement and Specification of work: The works/Materials should confirm to WBSEDCL general conditions of contract and standard specification, approved drawing of the WBSEDCL satisfying IS, I.E. Rules, Electricity Act 2003 and other relevant statutory Acts & Rules and their latest modifications. 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. WBSEDCL shall not be responsible for any idle time suffered by the contractor in circumstances beyond control of WBSEDCL. The contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing and measurement of work at his own cost.

5.0 DISPLAY OF DANGER SIGN: The Contractor shall display Danger Signal viz. Danger Board, Red Flag, Red Light or similar other signalling devices while the workmen are on duty. The arrangement shall be adequate and to the satisfaction of the Site Engineer.

6.0 QUANTITY OF WORK: The length of cable, number of joints, micro-tunnelling and associated quantities etc. mentioned in the schedule are only provisional and are subject to change depending on the site condition. In such an event there would be no revision in unit rate.

7.0 SURVEY AND ROUTE SELECTION: During execution of the work every care should be taken not to damage the existing other utility viz. water pipe line, telephone cables etc. The contractor shall enquire about existence of any live UG cable adjacent to the route. In such cases requisition for shutdown in writing will be necessary and the same will be arranged by the site Engineer. Temporary supports, if necessary, for such cases shall have to be made as per approval of the site Engineer and up to his satisfaction. Any damage caused to any property must be intimated immediately to the site Engineer verbally followed by writing. If it is found subsequently by the site Engineer that the damage has been caused due to negligence or bad workmanship on the part of the contractor shall have to restore the damaged part at his own arrangement and cost up to the satisfaction of the site Engineer.

8.0 CABLE JOINT LOCATION: The contractor shall finalize the locations of straight through joint in consultation with the Site Engineer. Such joints shall be suitably placed avoiding roads/gas/water mains, proximity to telephone lines etc. An over lapping of about 1000 mm. subject to approval of Site Engineer shall be provided between successive length of cables to facilitate joints and the extra length of cable shall be kept in either in circular or in omega formation as spare length for future maintenance work.

9.0 CABLE JOINTING: Tent shall be used under all circumstances where jointing work is to be carried out in open air. The contractor shall have to make all arrangements for taking up the jointing work including excavation of pits, cleaning the same, necessary scaffolding work for formation of platform to carry out terminal joints etc. Suitable sump pit has to be provided where there is excessive seepage. The accumulated water has to be bailed out either manually or by pump as required during the work. If there is any danger of trench collapse, the sides shall be well shored up temporarily and shuttering will remain so long as the jointing work proceeds. The cable jointing work must be carried out by a lisence holder engazed by the contractor.
10.0 TESTING OF CABLE & HDPE Pipe: The contractor shall arrange for testing of cable at his cost with his own tools, tackles and testing equipments. The contractor shall have to perform the insulation test during laying and on completion, but before commissioning of completed cable installation. All test results shall be recorded by the contractor in tabular form of books and five copies of such books shall have to be handed over to the Site Engineer before commissioning. HDPE pipe should be checked before laying.

11.0 TESTING OF CABLE DURING LAYING AND JOINTING OPERATIONS: All new cables shall be insulated and tested immediately after laying and before jointing. The cable cores are to be tested for:

i) Continuity
ii) Absence of crossing phases.
iii) Insulation Resistance to Earth & Insulation Resistance between cores. The same tests are to be performed after laying each subsequent length. The test data after performing each test shall be recorded and inform to Site Engineer. The contractor shall give prior intimation to the Site Engineer about the testing progress.

12.0 CABLE RECORDS: Record of all buried cable shall be maintained by the contractor. Maintenance of such records at the time of completion of the job before commissioning are part & parcel of the work of cable installation. The contractor shall arrange to compile such detailed records carefully and accurately. During execution of work the Site Engineer may at any time ask the contractor to produce such record and suggestion from the Site Engineer for proper maintenance of site record books must be complied with. In case of any error observed in the record after installation work, a part or in whole, the contractor shall be bound to re-excavate the cable route for verification at the cost of the contractor. It is, therefore, advisable that from time to time and before reinstatement, the contractor shall produce the records to the Site Engineer concerned for verification. All records shall be printed or be typed.

13.0 DATA TO BE INCORPORATED IN CABLE RECORDS: The essential data which shall be included in the cable records mentioned above are:

a) Size and Type of Cable.

b) Location of cable in relation to property, sewerage line, Road, Telephone etc. with depth.
c) Cross section showing where the cables are laid in pipes, giving their sizes, type, depths, together with and indication of any spare ways available.
d) Position and type of all joints.
e) Location of other cables which run alongside or across the cable routes ducts etc.
f) Position and depths of all pipes/ducts etc. of other utility services are not obstruction of the cable route.
g) Accurate length from joints to joint and manufacturer cable drum no and length
h) Exact location of start and finish of every connecting cable section and its correct length.

14.0 NETWORK DIAGRAM: The contractor shall also prepare network diagram (preferably GIS mapping) using colour codes. The details required including scale to be used will be available from the Site Engineer.

15.0 TOOLS & TACKLES: All tools, tackles & testing equipments including tents and tarpaulins necessary for laying, jointing & testing etc for 33 KV Grade U.G. Cable 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.

16.0 HANDING OVER OF MATERIALS TO CONTRACTOR: The materials as required will be handed over to the authorized representative of the contractor on receipt of the requisition and signed by the contractor and duly authorized by Site Engineer. The contractor may have to furnish consumption statement of materials to them. The contractor shall have to arrange for transportation of materials at his own cost from Stores of WBSEDCL. The cable drum will not be allowed to be transported by rolling on its wooden flanges. Value of the materials to be supplied by WBSEDCL will be intimated in the order.

17.0 MATERIAL CONSUMPTION STATEMENT: After completion of the work, the contractor shall submit a detailed statement of Cable supplied by WBSEDCL and their utilization in the work. The necessary Proforma will be available from the Site Engineer.

18.0 RETURN OF EXCESS SCRAP MATERIALS : Cable found excess after the completion of the work shall have to be returned by the contractor at his own cost and arrangement in good order and condition within 2 (two) weeks from the date of Completion to WBSEDCL Store. The list shall contain excess length of cable (sealed and wound properly in cable drum), cut pieces etc.

SECTION VII

ANNEXURES

ANNEXURE-A

Pro-forma for Contract Agreement
(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

Articles of agreement made on this ----------day of ---------- in the year ------ between West Bengal State Electricity Distribution Company Limited (WBSEDCL), a statutory Body constituted by the Govt. of West Bengal having its head office at "Vidyut Bhaban" , Block-DJ, Sector-II, Salt Lake City, Kolkata-700091 hereinafter referred as the 'Company' (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONEPART.

AND

---

hereinafter referred to as the '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 OTHERPART.

WHEREAS the Company invited tenders vide Tender Notice No ……(annexed hereto) for "……
……..…"

AND WHEREAS in pursuance of such invitation for tenders, the contractor submitted a tender vide no ----------dated ---------- , technical bid of which was opened on …… and the Price-bid was opened on……. (The tender offer is in custody of the Company at present).
AND WHEREAS AFTER consideration of the tender submitted by the contractor with clarification(s), the Company accepted the said tender submitted by the contractor and placed Letter of Award no
……

NOW, THEREFORE, the Company and the contractor agree as follows:

The Contractor agrees to undertake the work of "……

……..…" as per Letter of Award No……dated:……., referred to above.

The Company agrees to pay the Contractor asper Letter of Award No……dated:……., referred to above.

Both the Contractor and the Company agree that for the purpose of jurisdiction in the 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 **Company**

1)…… Witness

1)…….. Witness

2)…….. Witness

2)……... Witness

ANNEXURE-B

SPECIMEN COPY OF INDEMNITY BOND
(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

BY THE PRESENT INDEMINITY BOND EXECUTED by me / us on this Day of……,20…..I/We having Registered Office/ residing at…… (hereinafter called "OBLIGOR/OBLIGORS" which expression shall mean and includes 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 favour of the West Bengal State Electricity Distribution 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-II, Salt Lake City, Kolkata-700091 (hereinafter called as OBLIGEE, which expressionshallmeanandincludeitslegalrepresentative,administratorsassign.

WHEREAS OBLIGOR/OBLIGORS has /have been awarded to execute the job/works under letter no……Dated…….issued by the OBLIGEE after having observing necessary formalities the details of which is described in the schedule given hereunder as per letter mentioned hereinabove 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.C. Act) and/or other laws relating to the Labour Management and Welfare.

AND WHEREAS according to the condition of the contract the OBLIGOR/OBLIGORS is under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR/OBLIGORS is/are 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 INDENTURE WITNESS THAT I / We the OBLIGOR/OBLIGORS 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/OBLIGORS.
2. THAT the OBLIGOR/OBLIGORS will take adopt all safety norms in respect of each and every workmenlabour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT the OBLIGOR/OBLIGORS undertakes to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or non-managerial or any other capacity in the area covered under Employees' State Insurance Act, 1948 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 not has/have insurance coverage within the meaning of Employees State Insurance Act.
4. THAT the OBLIGOR/OBLIGORS 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 OBLIGOR/OBLIGORS.
5. THAT the OBLIGOR/OBLIGORS 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/OBLIGORS.
6. THAT the OBLIGOR/OBLIGORS 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. 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/OBLIGORS has/have 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 herein above 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/OBLIGORS 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 OBLIGEE i.e. the West Bengal State Electricity Distribution Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned herein above, whether on failure of the

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

9. THAT the OBLIGOR/OBLIGORS 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/OBLIGORS.

SIGNED AND DELIVERED
BY THE OBLIGOR/OBLIGOR ……...

Signature of WITNESS

1. Name, ……
   Designation ……
   Signature ……

2. Name, ……
   Designation ……
   Signature ……..
   .

ANNEXURE-C

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(The non-Judicial stamp paper of Rs.100.00 should be in the name of issuing bank)

Ref:..... **Bank Guarantee No.....**

Date.....

To
The ACE & Zonal Manager,
Malda Zone, Malda
West Bengal State Electricity Distribution Co. Ltd.

Dear Sirs,

In consideration of West Bengal State Electricity Distribution Company Limited (herein after referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/S …… with registered/Head office at……. (hereinafter referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract issued by Owner's Letter of Award No…… Dated…… for……..(scope of work) and the same having been acknowledged by the Contractor, resulting in a Contract bearing No…….Dated……Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs……. being (10%)(Ten Percent) of the said value of the Contract to the Owner.

We …… (Name & Address) having its Head Office at ……..(hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any or all monies payable by the Contractor to the extent of Rs……..as aforesaid at any time upto…….* (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to this Contractor.

Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee from time to time to extend the time for performance or the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or any right which they might have against the contractor and to exercise the same at any time in any manner and either to enforce or to for bear to enforce any covenants, contained or implied in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or things whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as principal debtor, in the first instance without proceedings against the Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs……and it shall remain in force upto and including……**(day/month/year) and shall be extended from time to time for such period may be desired M/S …… on whose behalf this guarantee has been given unless a demand or claim is lodged on us within and including …… *(day/month/year) we shall be discharged from all liabilities thereafter.s

Dated this…….. day of……..20……at……

WITNESS

……	……
(Signature)	(Signature)
……	……
(Name)	(Name)
……	……
(Official Address)	(Official Address)

Attorney as Power of Attorney No……..

Date……..

- **Till 3 (Three) months after the validity of the Bank Guarantee.**
- **Upto 3(Three) months after the expiry of warranty/guarantee period.**

Notes :-

1. *The Stamp Paper of appropriate value shall be purchased in the name of issuing Bank.*
2. *The sum shall be 10% (Ten Percent) of the Contract Price.*

The Performance Bank Guarantee /Security Deposit Bank Guarantee shall be valid as per terms of contract. A period of 3(Three) months should be added as claimed period from the last date of validity of the Bank Guarantee.

ANNEXURE-D

FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To,

_____
_____
_____

WHEREAS……..…….(NameandAddress of the Contractor) (here after called "the Contractor") has undertaken, in pursuance ofContract No……..Dated…….to execute…… and briefDescription of Works (hereinafter called "the Contract").
(name of Contract)

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled Commercial Bank for the sum specified therein for 'ADDITIONAL PERFORMANCE SECURITY DEPOSIT' for compliance with his obligation in accordance with the Contract.

NOW THEREFORE we……..(indicate the name of the bank & branch) have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we…….(indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upto a total of Rs…….(amount of guarantee)……(in words). We undertake to pay you, upon your first written demand and without cavil of argument, a sum within the limits of……..(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
We……(indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.
We……(indicate the name of the bank and branch) further agree to pay to you any money so demanded not withstanding any dispute or disputes raised by the contractor(s)in any suit or proceeding pending before any court or Tribunal…….. the present absolute and unequivocal.

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

We……..……..(indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
We …….(indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This Guarantee shall be valid upto……..It comes into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee. Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs……..(Rupees…….) and unless a claim in writing is lodged with us within the validity period i.e. upto……. of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this day……of……..2025, at……..

SIGNED, SEALED AND DELIVERED
For and on behalf of the BANK

(Signature) (Name)

by:

(Designation) (Code Number) (Address)

NOTES:

1. The bank guarantee should contain the name designation and code number of the officer(s) signing the guarantee.
2. The address, telephone number and other details of the Head Office of the Bank as well as of issuings Branch should be mentioned on the covering letter of issuing Branch.