



# ***West Bengal State Electricity Distribution Company Limited***

(A Government of West Bengal Enterprise)

## **Planning, Investigation & Design Department**

Data Centre Complex (4<sup>th</sup> Floor), Action Area - 1, Street no. 41,  
33/11 KV Sub-stn Campus (near DLF-1), New Town, Rajarhat, Kolkata-700 163

Phone: 033-2324 1514/1516/1519

E-mail : [wbsdac.ec@gmail.com](mailto:wbsdac.ec@gmail.com) / [cepidd@wbasedcl.in](mailto:cepidd@wbasedcl.in)



Name Of the Work: Supply, Delivery, Installation & Commissioning of LED Street Lights and other associated equipment at Ramkrishna Mission, Narendrapur, Dist. South 24 Parganas

NIeT No.: PIDD/EC/NIeT/2022-23/RKM/11/03, Dated 07.11.2022

## **Tender Document**

Office of The Chief Engineer,  
Planning Investigation & Design Department (PIDD),  
WBSEDCL & Nodal Officer, WBSDA  
Data Centre Complex (4<sup>th</sup> Floor), Action Area- 1, Street No. 41,  
33/11kv Sub-Stn Campus (Near Dlf-1), New Town, Rajarhat, Kolkata- 700 163





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### SECTION: I

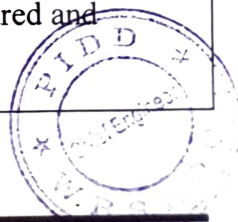
### NOTICE INVITING e-TENDER (NIeT)

NIeT No.: PIDD/EC/NIeT/2022-23/RKM/11/03

Dated: 07.11.2022

West Bengal State Electricity Distribution Company Limited (WBSEDCL), acting as West Bengal State Designated Agency (WBSDA) for Bureau of Energy Efficiency (BEE), MoP, GoI, intends to Implement Supply, Delivery, Installation & Commissioning of LED Street Lights and other associated equipment at Ramkrishna Mission, Narendrapur, District: South 24 Parganas. In this connection, the Chief Engineer, Planning, Investigation & Design Department (PIDD), WBSEDCL and Nodal Officer, WBSDA invites e-tender in two parts for the work of *following Project* from bona-fide, resourceful and experienced contractors having experience in execution of similar nature of work as per the qualification criteria mentioned in this NIeT Document in the form of technical and financial proposals.

Name of the Work	Supply, Delivery, Installation & Commissioning of LED Street Lights and other associated equipment at Ramkrishna Mission, Narendrapur, Dist. South 24 Parganas
Address of the Tendering Authority	Office of The Chief Engineer, Planning, Investigation & Design Department Data Centre Complex (4 <sup>th</sup> Floor), Action Area- 1, Street no. 41, 33/11 kV Sub-stn Campus (near DLF-1), New Town, Rajarhat, Kolkata- 700 163, e-mail : <a href="mailto:wbsdac.ec@gmail.com">wbsdac.ec@gmail.com</a>
Estimated Project Cost	Rs.11,63,277/-(Rupees Eleven Lakh Sixty Three Thousand Two Hundred Seventy Seven only) Including BOCWW Cess @ 1% and excluding GST
Earnest Money Deposit (EMD)	EMD amounting to Rs. 23,266/- (Rupees Twenty Three Thousand Two Hundred and Sixty Six only) should be paid in full exclusively through online mode.
Completion Time	Ninety (90) days from the date of handing over the site, reckoned as zero date
Bid Validity Period	Bids shall remain valid for a period not less than 180 (One Hundred and Eighty) days from the date of opening of Financial Bid.



## 1. Eligibility Criteria:

- i. The bidder shall have the credential of successful execution of contract(s) in Electrical LT Distribution erection/maintenance work/ Street Light erection work under any Govt. /Semi Govt. organizations/ Govt. undertaking and reputed Private Organization anywhere in India costing not less than amount equal to 50% of the estimated cost for a single contract during last five (05) years.
- ii. Audited Annual Financial Statements along with Audit Report (wherever applicable) is to be submitted for last three (03) financial years. If audit of books is not mandatory then same has to be certified with practicing Chartered Accountant.
- iii. Average annual turnover for last 3 financial years (18-19, 19-20, 20-21) shall not be less than 30% of the estimated value.
- iv. Working capital in the FY 2020-'21 shall not be less than 30% of the estimated cost.
- v. Net Worth for each of the last 3 Financial Years 18-19, 19-20 and 20-21 should be positive.
- vi. Valid EPF registration Certificate and Copy of latest available ECR.
- vii. Valid ESI registration Certificate.
- viii. Income Tax Return for Assessment Year '19-'20, '20-'21 & '21-'22.
- ix. Valid PAN Card, Final GSTIN registration Certificate and Trade License/ Certificate of Incorporation.
- x. Valid Electrical Contractor License, Valid Labour License and Supervisory Certificate.
- xi. Valid Professional Tax (PT) Payment Certificate (enrollment) and PT return for FY 2020-21 if applicable.
- xii. Documents in support of credential: Copy of orders & completion certificates. (Original may have to be produced for verification, if required).

**NB:** For detailed requirements, please go through the Instructions to Bidders (ITB).



## 2. Key Dates:

Sl. No.	Particulars	Date & Time
i.	Date of Publishing of NIT and Tender documents (online)	07.11.2022 at 14:00 hrs.
ii.	Documents download start date	07.11.2022 at 15:00 hrs.
iii.	Last date for Submission of queries if any	11.11.2022 at 15:00 hrs
iv.	Bid Submission (Technical & Financial) start date	17.11.2022 at 10:00 hrs.
v.	Bid Submission (Technical & Financial) closing date	05.12.2022 at 16:00 hrs.
vi.	Date for opening of Techno-commercial bid	08.12.2022 at 15:00 hrs.
vii.	Date for opening of Financial Bid.	To be intimated after evaluation of Techno-commercial bid

Contact Person:

The Chief Engineer,  
Planning Investigation and Design Department  
Data Centre Complex (4<sup>th</sup> Floor), Action Area- 1, Street no. 41,  
33/11KV Sub-stn Campus (near DLF-1),  
New Town, Rajarhat, Kolkata- 700 163

Website : [www.wbsedcl.in](http://www.wbsedcl.in)

Contact Tel. nos. : 033-2324 1514/1516/1519

E-mail ID : [wbsda.ec@gmail.com](mailto:wbsda.ec@gmail.com)

Other information as well as terms and conditions, which are not covered above, are available in Instruction to Bidders and General Conditions of Contract of the Tender.



*M. Banerjee*  
19/10/22

(M. Banerjee)

Chief Engineer, PIDD, WBSEDCL

&

Nodal Officer, West Bengal State Designated Agency



## **SECTION: II**

### **INSTRUCTION TO BIDDERS (ITB)**

#### **1. NAME OF THE WORK**

Supply, Delivery, Installation & Commissioning of LED Street Lights and other associated equipment at Ramkrishna Mission, Narendrapur, Dist. South 24 Parganas.

#### **2. REGISTRATION OF BIDDER**

Any bidders willing to take part in the process of e-tendering will have to enrol and register with the Government of West Bengal e-procurement system. Through logging in to <https://wbtenders.gov.in>, the contractor has to go for the e-tendering link as given on the web portal.

#### **3. DIGITAL SIGNATURE CERTIFICATE (DSC)**

Each bidder is required to obtain Class-II or Class-III Digital Signature Certificate (DSC) for submission of bids from the approved service provider of the National Information's Centre (NIC), authorized by the Controller of Certifying Authority (CCA) of Govt. of India on payment of requisite amount.

#### **4. SITE VISIT**

The bidder(s), at his/ their own responsibility and risk may inspect and examine the site of work and its surroundings and obtain all information necessary for preparing bid for the work as mentioned in the NIeT, before submitting offer with full satisfaction. The cost of visiting the sites shall be borne by bidder(s).

#### **5. LANGUAGE OF THE BID**

The offer prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and WBSEDCL shall be written in ENGLISH. The desired documents and any other document submitted by the bidder shall be written in ENGLISH.

#### **6. AMENDMENT OF BIDDING DOCUMENTS**

The tender inviting authority reserves the right to modify, amend or supplement this tender document. Any corrigendum, notification etc. concerned to this NIeT will be published in the e-tender portal <https://wbtenders.gov.in>. Bidders are, therefore, advised to follow the website regularly for such corrigendum, notification etc. Any such amendments shall be part of the bidding document.

#### **7. EARNEST MONEY DEPOSIT (EMD)**

Earnest Money Deposit (EMD) should be paid in full exclusively through online mode in the website <https://wbtenders.gov.in>. Bid without EMD in full shall be summarily rejected. Any kind of Partial payment is not allowed. To pay EMD through online mode, the prospective Bidders shall have to

select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:

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 pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS / NEFT process to be completed. The bidder will have to mandatorily pay through Net-banking facility, once net banking mode is opted for payment.
- Status of NEFT / RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). To avoid any complicity, those bidders opting for payment through NEFT/ RTGS mode shall make payment well before 24 Hrs.
- 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.
- A Tender which is not accompanied by Earnest Money shall be disqualified.
- For the 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 the successful bidder, EMD will be refunded from the end of WBSEDCL authority only after completion of tendering process as well as submission of valid Performance Guarantee, as indicated in this Bid document.
- After the placement of Letter of Award (LoA) of the contract, if the successful bidder fails to submit the Performance Guarantee as specified in this document, the Earnest Money as submitted by the Bidder will be forfeited in order to compensate WBSEDCL. No interest will be paid on any kind of Security for any reason whatsoever.
- For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/ 13 since payment gateway facility used by E-tender portal is maintained by ICICI.
- Successful bidder shall have to mandatorily create vendor id through WBSEDCL Web portal Vendor Corner, if not created earlier.
- In order to return the EMD of the successful bidder, a formal written application has to be submitted by the successful Bidder to the end of the Chief Engineer, Planning, Investigation & Design Department, WBSEDCL providing all the requisite documents related to EMD.

## 8. FORFEITURE OF EMD

EMD shall be forfeited, if

- The bidder modifies/withdraws the bid after bid opening and during the period of bid validity and/or,
- The bidder has been found practicing corrupt or fraudulent or collusive or coercive practices during bidding process and/or,
- The bidder has been found guilty of formation of cartel.
- The successful bidder fails within the specified time limit to sign the contract agreement and/or,
- The successful bidder fails within the specified time limit to submit the contract performance security in the form of a Bank Guarantee (BG).
- The successful bidder fails to submit unconditional acceptance of LOA within the specified time limit.

## 9. SUBMISSION OF BID

Intending bidder should download the Bid documents from the website <http://www.wbtenders.gov.in>. The bid shall comprise of two parts and to be submitted simultaneously – One is Technical Proposal (Techno-commercial Bid) and other is Financial Proposal (Financial Bid). The bidder shall carefully go through the tender document and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of techno-commercial bid.

All the documents uploaded by the tender inviting authority form an integral part of the tender document. Bidders are required to upload all the tender documents along with the other required documents, as asked for in the tender, through the above website within the stipulated date and time as mentioned in this Notice Inviting e-tender (NIeT).

Bidder needs to download the forms, fill up the particulars in the designated cell and upload the same in the designated location of techno-commercial bid. Bidder will download the Bill of Quantities (BOQ), fill up the rates of items in the BOQ in the designated cell and upload the same in the designated location of financial bid. The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addenda/corrigenda related to the tender and upload the latest documents as part of the tender.

No conditional bid and/ or incomplete bid will be accepted and the tender inviting Authority reserves the right to accept/ reject any/ all offers without assigning any reason whatsoever and is not liable for any cost that might have been incurred by the bidder at the stage of bidding.

10. BID PRICE

- a) The bidder shall quote their rate in the BOQ for the entire scope of work covered under Clause 2 of Section-III (GCC) in the bid document.
- b) Price shall be quoted in Indian Rupee Only.
- c) The quoted rate should be firm.
- d) Rate includes all the levies / duties / taxes / cess & all other incidentals payable but except GST. No Price adjustment is applicable under any circumstances.
- e) GST shall be paid extra as per prevalent Rules & Regulations.

11. ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE BIDDING

- Technical Eligibility Criteria:
  - Bona-fide, experienced & resourceful contractors of State / Central Govt., Public Sector Undertakings (PSUs), Govt. Enterprises, Statutory Bodies and reputed Private Organization who have successfully completed similar type of work during the last 05 (five) years (up to 31.03.2022) having value of completed work costing not less than the amount equal to 50% of the estimated cost.
  - The word 'similar' shall mean similar nature of work like Electrical LT Distribution Line Erection/Maintenance work/ Street Light Erection Work.
  - The work shall have to be completed under the Authority of State / Central Government / Undertakings, Power Utilities, Statutory Bodies and reputed Private Organizations.
  - Copies of the Letter of Award and Completion Certificate indicating Contract value, value of work-done, tenure of completion, date of completion of the work and details of the Clients should be submitted by the Bidder.
  - Completion Certificate of the competent authority will be treated as valid credential.
- Financial Eligibility Criteria:
  - Audited Annual Financial Statements along with Audit Report (wherever applicable) is to be submitted for last three (03) financial years. If audit of books is not mandatory then same has to be certified with practicing Chartered Accountant.
  - Average annual turnover for last 3 financial years (18-19, 19-20, 20-21) shall not be less than 30% of the estimated value.
  - Working capital in the FY 2020-'21 shall not be less than 30% of the estimated cost.
  - Net Worth for each of the last 3 Financial Years 18-19, 19-20 and 20-21 should be positive.



## 12. TECHNICAL PROPOSAL

The Technical proposal should contain scanned copies of the following in 02(two) covers (folders).

- **Statutory Cover** containing two (02) covers (folders):

- a. To be submitted in “**NIE**” folder

- i) Tender Documents duly signed with stamp.
    - ii) Addenda / Corrigenda (if published) or response to query (if any) duly signed with stamp.

Note: Bidders are requested to keep track of all Addendum / Corrigendum / responses to queries (if any) issued / uploaded with a particular tender and upload all the above digitally signed along with the NIE.

- b. To be submitted in “**Forms**” folder

- i) Check List (**Form I**).
    - ii) Letter of Bid (**Form II**),
    - iii) Pro-forma of Undertakings in Non Judicial Stamp Paper to be submitted by the bidder (**Form III**),
    - iv) Certificate regarding Summary Statement of Yearly Turnover (**Form IV**)
    - v) Declaration by the Bidder (**Form V**)

**Note: Bids shall be summarily rejected if any item in the Statutory Cover is missing.**

- **Non-Statutory Cover** containing three (03) covers (folders):

- a. To be submitted in “**Certificates**” folder

- Proof of Company Incorporation/ Trade License
    - PAN Card Details.
    - Final GSTIN Registration Certificate.
    - Valid Professional Tax (PT) Payment Certificate (enrollment) and PT return for FY 2020-21 if applicable.
    - EPF Registration Certificate and Copy of latest available ECR.
    - ESI Certificate.
    - Labour License
    - Electrical Contractor License and Supervisory Certificate

- b. To be submitted in “**Financial Information**” folder

- The audited annual financial statements for the last three years (FY '18-'19, '19-'20 & '20-'21)
    - Income Tax Return for the last 03 (three) Assessment Years (2021-22, 2020-21, 2019-20).

- c. To be submitted in “**Credential**” folder

- Copy of the Order(s) / Contract Agreement (s) for already executed work issued by the Owners / Purchasers.

- Completion Certificates duly authenticated by Beneficiary.

**Note:**

- Failure of submission of any of the above mentioned document(s) will render the bid liable to be summarily rejected.
- The documents uploaded should be digitally signed using the Digital Signature Certificate (DSC).

**13. OPENING OF TECHNICAL PROPOSAL**

Technical proposals will be opened by the authorized representatives of WBSEDCL electronically from the web site stated using their Digital Signature Certificate (DSC).

- a) Intending Bidders may remain present if they so desire.
- b) Technical proposals for those tenders whose EMD has been submitted in online mode will only be opened.
- c) Cover for Statutory Documents will be opened first and if found in order, cover for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the bid will summarily be rejected and the Non-statutory cover shall not be opened.
- d) Pursuant to scrutiny & decision of the Tender Evaluating Authority, WBSEDCL, the Financial Proposal will be opened.

**14. DISQUALIFICATION/ INELIGIBILITY OF BIDDERS**

Even if the bidders meet the qualifying criteria, they shall be disqualified if they:

- a) Have submitted the bid without or inadequate earnest money and/ or,
- b) Have been involved in the corrupt/ fraudulent/ collusive/ coercive practices and/or,
- c) Have made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements and/or,
- d) Have found to be guilty in formation of cartel for submitting their bids and/or,
- e) Have any record of poor performance such as abandoning the work, not properly completing any contract, inordinate delays in completions, serious litigation history, or financial failures etc. And/or,
- f) Have been declared ineligible for poor performance/failure issued by the Govt.of India/ State Govt. dept./ PSUs/ SNAs and other statutory organizations etc.

15. FINANCIAL PROPOSAL

- a) The financial proposal should contain the BILL OF QUANTITIES (BOQ) in one folder.
- b) The intending bidder(s) are requested to quote their Price through online against the specified format of the BOQ.
- c) Only downloaded copy of the BOQ is to be uploaded, virus scanned and digitally signed by the bidder. No correction shall be allowed in BOQ.

16. OPENING AND EVALUATION OF FINANCIAL PROPOSAL

- a) Financial proposals of the bidders, declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority (authorized representative of WBS&DCL) from the web portal stated above on the prescribed date & time.
- b) The encrypted copies will be decrypted and the rates will be read out to the bidders remain present at that time of opening of financial bid.
- c) After opening of the financial proposal, the preliminary summary result containing inter-alia, name of the bidders and the rates quoted by them will be uploaded.
- d) The proposal will be evaluated on the basis of techno-commercial and financial proposal for the entire scope of work covered under this bid document.
- e) The bidder whose offer has been accepted will be finalized after the evaluation procedure.
- f) Conditional or any mode of rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
- g) Incomplete tenders are liable to be summarily rejected.

17. FINANCIAL PROPOSAL AND EVALUATION OF BID

- a) Financial proposal of the techno-commercially eligible bidders will be evaluated on least quoted price basis.
- b) After opening of the Price bids of the techno-commercially eligible bidders, the tender evaluating authority of WBS&DCL will evaluate the Price Bid.

18. RESPONSIBILITY OF BIDDERS

- a) WBS&DCL 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 WBS&DCL. Verbal agreement or conversation with any officer, employee of WBS&DCL 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 & documents will not be entertained by WBSEDCL. Neither any change in time schedule of contract nor any financial adjustments arising thereof shall be permitted by WBSEDCL, 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.

19. AWARD OF CONTRACT

Bidder whose bid has been accepted will be notified by the tender inviting & accepting authority through Acceptance Letter/ Letter of Award (LOA). 'Planning, Investigation & Design Department (PIDD), WBSEDCL' will award the job to the successful bidder by placement of Letter of Award (LOA) after receiving all the requisite documents before the expiration of validity of bid, if the whole tender is not cancelled/ postponed by the tendering authority.

The Successful L1 Bidder within **07 (Seven)** days of issuance of Letter of Award (LoA), shall submit his unequivocal acceptance in writing, failing which WBSEDCL shall have the right to terminate the LoA and the Earnest Money Deposit submitted along with the Bid will be forfeited.

20. CORRESPONDENCE

Clarification, if any, in respect to this bid shall be addressed to 'The Chief Engineer, Planning Investigation & Design Department, WBSEDCL', at the address or e-mail mentioned in Notice Inviting e-tender (NIeT). WBSEDCL will clarify against all such response and such clarifications shall form integral part of tender document.

21. TIME SCHEDULE

The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the NIeT.

22. REJECTION OF BID

WBSEDCL reserves the right to accept or reject any Bid and to cancel the Bidding processes and rejects all Bids at any time prior to the Award of Contract without thereby incurring any liability to the Bidder or Bidders or any obligation to inform the Bidder or Bidders of the reason for WBSEDCL action.

## SECTION: III

### GENERAL CONDITIONS OF CONTRACT (GCC)

#### 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 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.
- The “**Sub-Contractor**” shall mean the person named in the Contract for any part of the works or any person to whom any part of the contract has been sublet by the contractor with the consent in writing of the Controlling Officer and will include the legal representatives, successors and permitted assigns of such persons.
- Equipment/material 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 of signing of Contract.
- “**Zero Date**” will be reckoned as the date of handing over the site.
- The “**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.
- “**Contract Value**” shall be taken as the value of work as per contract agreement including any supplementary work order/ contract agreement issued.
- West Bengal State Designated Agency: Means the Authority in this case West Bengal State Electricity Distribution Company Limited (WBSEDCL) acting as West Bengal State Designated Agency (WBSDA)

## 2. SCOPE OF WORK

The Scope of Work under this bid is intended to cover all the activities related to “Supply, Delivery, Installation & Commissioning of LED Street Lights and other associated equipment at Ramkrishna Mission, Narendrapur, Dist. South 24 Parganas”. The major activities are hereunder:

- Supply of 55 nos. 7 mtr. long Swaged Steel Pole with Base Plate and suitable loop box.
- Erection of all supplied poles with base plate & Cap etc. with 1.25 mtr planting depth in CC (1:2:4) base block foundation having dimension 0.60 x 0.60 x 0.15 cubic mt. below base plate with hard jhama metal/ stones chips including CC (1:2:4) muffing 0.30 mts. dia and 0.30 mts. above ground level including 3 mm thick neat cemented finish and GI earth bolt after making drilled holes etc. on pole including filling up the excavated earth pit with shifted soil and ramming properly and suitable arrangement for fixing of Loop Box including wiring at least 0.35 mt. above ground level (Drawing enclosed for reference in Annexure-I).
- Supply & Fixing of 64 nos. single arm projected lamp bracket (Single pipe bending ) of 50cm (2") dia G.I. pipe (ISI medium) 3.65 mm thick of 2.1 mtr (6' approx) long having 105 degree curvature with reducing socket to be fitted at the top of the pole with bolts, nuts, clamps etc. as required.
- Painting all Steel tubular poles including projected arms bracket with one coat of red oxide primer and two coats with silverlac Al. paint etc. (Scraping where necessary).
- Supply & fixing of G.I Pole caps of suitable size over each Pole.
- Earthing of each Pole complete with 20mm dia G.I solid rod (ISI)/Spike rode, 1.5 Mtr long and 1x4 SWG G.I (Hot dip) wire as required, 10mm dia x 40mm long G.I bolt, double nuts, double washers OR welding completely (for street light pole earthing) as the same earthing & S/F of four way looping connection arrangement cum strut terminal.
- Supply of 08 nos. Double Pole Single Throw 10 Amp MCB with 10 kA breaking capacity with necessary arrangements
- Supply and underground laying of approximate 1287 Mtr. of 1.1 kV grade PVC insulated armoured 4 core 6 Sq. mm Aluminium conductor sheathed cable (make: Polycab/KEI/Havells) along with termination at each Loop Box.
- Approximate 24 nos. Road crossing through jack push method with necessary 10 mm dia. HDPE pipe.
- Supply, fixing and commissioning of 64 nos. Havells/ Philips/ Syska/ Crompton make Street light using Copper wire. The specifications of LED street light are mention below:

Application	Outdoor,
Technology	LED
Type	LED Street Light
Luminous flux	Minimum 2550 lm
Efficacy	Minimum 102 lm/W
Nominal lifetime hour(s)	Minimum 35000
Number of switch cycles	~ 5000
Color rendering index (CRI)	> 0.7
Color temperature	~ 5700 K



Power factor	> 0.9
Voltage	180-240 V AC
Frequency	~ 50 Hz
THD	< 10%

The proposed contract comprises of supply of all necessary equipment/material as per schedule of work for the project, successful installation and commissioning of the same during the contract period and mitigating the defects if any during defect liability period.

Note: Any bit material not specifically mentioned in the scope of work but required for successful commissioning of the work shall be provided by the contractor without any additional cost implication.

### 3. CONTRACT AGREEMENT

A formal agreement will be executed between the Contractor (L1 Bidder) and the Tendering Authority within **thirty (30)** days from the date of placement of Letter of Award (LOA)/Order as per prescribed format (**Form VI**) for the proper fulfillment of the contract. All the tender documents including NIT, corrigendum/ addendum etc. will be part of the agreement. Cost of stamp fee and other charges, if any, in the execution of the contract agreement shall be borne by the contractor.

All documents forming part of the contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The contract shall be read as a whole. If any ambiguity or discrepancy is found in documents, the Tendering Authority shall issue any necessary clarification or instruction.

The contract constitutes the entire agreement between the owner and agency with respect to the subject matter of contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of contract.

### 4. PERFORMANCE GUARANTEE

As a Contract Security, the successful Bidder (L1 Bidder) shall have to furnish Performance Guarantee within **thirty (30)** days from the date of issuance of Letter of Award (LoA)/ Order, in the form of Bank Guarantee amounting to 03%(three percent) of the Contract Value, as applicable, to guarantee the faithful performance and security of the Contract in accordance with all the terms and conditions stipulated herein and relevant format attached (**Form VII**). Performance Guarantee will also have the Guarantee for successful and satisfactory performance of the materials supplied under the Contract till expiry of the Guarantee period as stated in the Bid document. The Performance Bank Guarantee shall have to be valid up to end of the defect liability period with an additional claim period of minimum three (03) months and shall be renewed accordingly, if required.

If the accepted bid rate is 80% or less of the estimate put to tender, then Additional Performance Guarantee @10% of the Tendered Value, as applicable, shall have to be submitted by the successful Bidder in relevant format attached herewith. (**Form VIII**).

The Additional Performance Guarantee shall be submitted in the form of Bank Guarantee from

any scheduled Bank within **thirty (30)** days from the date of issuance of Letter of Award (LoA)/ Order.

The additional Bank Guarantee shall be valid till successful completion of the Contract with an additional claim period of Six (06) months.

#### 5. REFUND OF PERFORMANCE GUARANTEE

Refund of Performance Bank Guarantee shall be subject to WBSEDCL's right to deduct / appropriate its dues against the Contractor or under this Contract. The Performance Guarantee for the Bid shall be released only after satisfactory expiry of guarantee period (defect liability period), as mentioned in the Letter of Award and certified as such by the Controlling Officer of the Work upon request by the Contractor.

#### 6. DEFECT LIABILITY PERIOD

The term “**defect liability period**” shall mean the period of **twelve (12) months** from the Date of completion of the work in totality. 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. Defects/rectification work so notified shall have to be attended and satisfactorily rectify within the specified date or as deemed fit by the Controlling Officer. For faithful & due fulfilment of all obligations, this defect liability period shall be covered by Performance Bank Guarantee submitted by the contractor detailed in clause 4 of GCC.

After completion of defect liability period, and on completion of satisfactory rectification of defects, if any reported within the defect liability period, and on receipt of the application from the contractor the Controlling Officer of the work may recommend refund of Performance Bank Guarantee with or without any deduction.

#### 7. GENERAL REQUIREMENT

- The contractor shall execute, complete and maintain the work as per direction of the Controlling Officer of the work or Supervising Officer.
- The contractor shall provide an authorized representative at site duly approved by the Controlling Officer. The contractor and/ or his authorized representative shall be present at site and give whole time supervision to the work. Such authorized agent or representative shall receive (on behalf of the contractor) direction and instructions from the Controlling Officer or Supervising Officer.
- 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 or Supervising Officer shall at his own expense rectify such error to the satisfaction of the Authority.
- 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.

- 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 the time of 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.
- Workmen's Compensation for accident or injury to any workman: WBSEDCL shall not be liable for damages or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall have to pay all claims, demands, preceding costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance policy covering provisions for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.
- 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.
- Any services if affected by the work must be restored by the contractor on emergency basis at his own cost. After completion of the work; the finishes shall be of high quality and of approved standard.

#### 8. 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.

#### 9. COMPLIANCE OF LABOUR LAWS

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

#### 10. DEDUCTIONS OF PROVIDENT FUND & REMITTANCE

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

11. VARIATION, OMISSION, and ADDITION & ALTERATION

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

12. MEASUREMENTS 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 as prescribed by WBSEDCL 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 supervising officer and the contractor. Every measurement thus taken shall be signed and dated by both the parties.
- In the event of failure on the part of the contractor to attend after receiving the information to countersign or record objection within a week from the date of measurement, the measurement taken by the Supervising Officer 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 a reasonable time from its submission if all formalities as per terms of the contract is maintained. The final bill shall be released on completion of the work in all respect and fulfilment of all contractual obligations by the contractor.
- WBSEDCL 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 of such overpayment may be recovered from subsequent bill, under the contract, failing that from contractor's claim under any other contract with the company or from contractors security deposit or from the amount retained or the contractor shall pay the pay the overpayment on demand.

13. COMPLETION OF CONTRACT

All works under the contract must be completed within period of completion mentioned in NleT 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 writing by the Controlling Officer subject to the deduction 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 WBSEDCL.

14. TEST AND INSPECTION

- The contractor shall at its own expense carry out tests and/or inspections of the Equipment and any part of the work as specified in the contract as per the instruction of the Controlling Officer at the place of manufacture and/or on the Site and/or any of such places as may be specified by the Controlling Officer. The contractor shall provide test certificate of any such test conducted.
- The contractor and the Controlling Officer/ Supervising Officer or their designated representative(s) shall be entitled to attend the aforesaid test and/or inspection, contractor shall bear all costs and expenses incurred in connection with such test/ inspection
- The contractor shall allow the Controlling Officer/Supervising Officer or their representative(s) to access at any reasonable time to any place where the plant and equipment are being manufactured or the work are being installed, in order to inspect the progress and the manner of manufacture or installation.
- The contractor agrees that neither the execution of a test and/or inspection of Equipment or any part of the work, nor the issue of any test certificate shall release the contractor from any other responsibilities under the Contract.
- If any equipment or any part of the work fails to pass any test and/ or inspection, the contractor shall either rectify or replace such equipment or part of the work and shall repeat the test and/ or inspection, at his own cost.

15. DEFECTIVE MATERIAL

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

16. 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 Controlling Officer.

17. 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.

## 18. LIQUIDATED DAMAGES

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

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.

## 19. TERMINATION OF 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 authority, WBSedCL shall have right to terminate the order after giving notice in writing to the contractor. If the contractor fails to proceed with the work in the manner notified after 14(fourteen) days of such notice, the company shall terminate the contract and call the contractor to take joint measurement along with the Supervising Officer for finished portion of work. If the Contractor does not appear for a joint measurement, ex party measurement taken by the WBSedCL will be taken as final.

In that case, WBSedCL 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.

## 20. 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 & R.E. schedule of rates (applicable at site of work) in this respect shall be applicable. The Contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing and measurements at his own cost.

## 21. GST & TAXES

- WBSedCL shall not be responsible for applicability/compliance of any Taxes or Duties levied by the statute on the contractor or on his personnel. Statutory deductions such as TDS, STDS GST, BOCWW @ 1% and other applicable Taxes if any will be made as per prevalent Rules & Regulations.
- All other taxes/duties/levies/cess payable (excluding GST) by the bidder shall be included in the bid price and no claim on this behalf will be entertained by WBSedCL.
- GST as applicable will be paid extra as per GST Act, 2017.
- GST Tax invoices are required to be submitted for raising claim under the contract in accordance with the provisions of the GST Act, 2017.



22. FORCE MAJEURE

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

23. SUB-LETTING OF CONTRACT

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

24. INDEMNIFICATION

The Contractor shall be responsible for the loss, damage or depreciation of the material while in their custody and until the same is taken over by WBSEDCL. Until the completed work is taken, the contractor shall also be liable for and shall indemnify WBSEDCL in respect of all injury to person or damage to property resulting from the negligence of the contractor or his workmen or sub-contractor or from defective workmanship etc. The Contractor shall submit Indemnity Bond in relevant format attached herewith (**Form IX**) within **thirty (30)** days from the date of issuance of Letter of Award (LoA)/ Order.

25. 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.

26. SAFETY RULES

The bidder shall also provide necessary fencing and lights to protect the public from accident. Fire extinguishers shall be kept by the bidder at the side of works where there is risk of fire hazard. Adequate washing facilities shall be provided near the place of work. When the work is done near any place where there is risk of drowning, all necessary equipments shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of work. These safety provisions shall be brought to the notice of all concerned by

displaying on a notice board at a prominent place at the work spot. The persons responsible for compliance of code shall be named by the bidder. To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement made by the bidder shall be open to inspection by the employer and WBSEDCL. Notwithstanding the above clauses there is nothing in those to exempt the bidder from the operations of any other Act or Rule in force in the Republic of India. All storage, handling & use of flammable liquids shall be under the supervision of qualified persons. First aid arrangements with the degree of hazard and with no. of workers employed shall be maintained in a readily accessible place throughout the whole of working hours.

27. RISK PURCHASE

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

28. CONTROLLING OFFICER

The Superintending Engineer (E), Planning, Investigation & Design Department (PIDD), WBSEDCL shall be the Controlling officer for the entire work.

29. SUPERVISING OFFICER

Station Manager Garia Customer Care Centre (CCC), shall be the Supervising Officer for the entire work.

30. PAYING AUTHORITY

The Dy. G M (F&A)/ Sr. Manager (F&A)/ Manager (F&A), Planning, Investigation & Design Department (PIDD), WBSEDCL shall be the paying authority for the work.

## **SECTION-IV**

### **FORMS**

**Form-I: Check List**

<b>Sl. no.</b>	<b>Scanned Copy of Documents to be uploaded</b>	<b>Name of folder</b>	<b>To be submitted in cover</b>	<b>Submitted (Y/N)</b>
1	Check List (Form-I)	FORMS	Statutory cover (Technical proposal)	
2	Letter of Bid (Form-II)	FORMS	Statutory cover (Technical proposal)	
3	Pro-forma for undertaking to be submitted by the Bidders (Form-III)	FORMS	Statutory cover (Technical proposal)	
4	Certificate regarding Summary statement of yearly turnover (Form-IV)	FORMS	Statutory cover (Technical proposal)	
5	Declaration by bidder (Form-V)	FORMS	Statutory cover (Technical proposal)	
6	Tender Document with Stamp & Signature by authorized person.	NleT	Statutory cover (Technical proposal)	
7	Addenda/ Corrigenda and response of queries, if published	NleT	Statutory cover (Technical proposal)	
8	Order(s)/ Contract Agreement(s) issued by the owner(s)/ purchaser(s)	CREDENTIAL	Non-Statutory cover (Technical proposal)	
9	Work Completion Certificate	CREDENTIAL	Non-Statutory cover (Technical proposal)	
10	Proof of Company Incorporation/ Trade License	CERTIFICATES	Non-Statutory cover (Technical proposal)	
11	Electrical Contractor License and Supervisory Certificate	CERTIFICATES	Non-Statutory cover (Technical proposal)	
12	PAN Card details	CERTIFICATES	Non-Statutory cover (Technical proposal)	
13	GSTIN final registration certificate	CERTIFICATES	Non-Statutory cover (Technical proposal)	
14	EPF registration certificate	CERTIFICATES	Non-Statutory cover (Technical proposal)	
15	ESI Certificate	CERTIFICATES	Non-Statutory cover (Technical proposal)	
16	Professional Tax (PT) Payment Certificate (enrollment) and PT return for FY 2020-21 if applicable	CERTIFICATES	Non-Statutory cover (Technical proposal)	
17	Labour License	CERTIFICATES	Non-Statutory cover (Technical proposal)	
18	Copy of Income Tax return for the Assessment Years 2019-20, 2020-21 and 2021-22	FINANCIAL INFORMATION	Non-Statutory cover (Technical proposal)	
19	Audited annual financial statements for financial years 2018-19, 2019-20 and 2020-21	FINANCIAL INFORMATION	Non-Statutory cover (Technical proposal)	

**Signature Of The Bidder With Seal**

Form-II: Letter Of Bid

Letter Head Of Bidder (As Enrolled Online On E-Tendering Portal Of Nic)

To

The Chief Engineer,

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Sub: Letter of Bid for the work of.....

.....

.....

Ref: 1. NIeT No..... dated.....

2. Tender Id No.....

Dear Sir,

We offer to perform the work in accordance with the conditions of the NeIT document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

This Bid, your subsequent Letter of Acceptance/ Work Order and any other correspondences in this regard shall constitute a binding contract between us.

We hereby confirm our acceptance of all terms and conditions of the NeIT document unconditionally and submit our tender.

Dated-----

Signature Of The Bidder With Seal

Form–III: Proforma For Undertaking To Be Submitted By The Bidder(To Be Executed On **Non-Judicial** Stamp Paper Of Rs. 100/-)

(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 Representative of M/s....., solemnly  
declare that:

We are submitting Tender for the work.....  
.....against NIeT  
No.....

None of the Partners of our firm is relative of employee of West Bengal State Electricity Distribution Company Limited (WBSEDCL).

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

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

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

Should this Bid be accepted, I/We\* also agree to abide by and fulfill all the terms and conditions of provisions of the above-mentioned Bidding Documents.

Signature along with Seal of  
Company.....

(Duly authorized to sign the Tender on behalf of the Bidders)  
Name.....

Designation.....

Name of Company.....

(IN BLOCK LETTERS)



WITNESS

Signature.....

Date.....

Name & Address.....

.....

Telegraphic Address.....

.....

.....

Telephone No.....

Fax No.....

E-mail.....

(\*Strike out whichever is not applicable)

**Form-IV: 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 last 03 (three) consecutive years as mentioned below.

Sl. No.	Financial		Remarks
	Financial Year	Turnover rounded up to in Lakh (two digits after decimal)	
1.	2020-21		
2.	2019-20		
3.	2018-19		
Total			

**Average Turnover (In Lakh):**

**Note:** Average turnover is to be expressed in Lakh of rupees, rounded up to two digits after decimal.

.....  
 Signature Of Practicing Chartered Accountant (CA) With Membership No, Seal And Date

.....  
 Signature Of The Bidder With Office Seal

Form-V: Declaration By Bidder

(To be submitted on Official Letter Head by the Bidder)

Ref. No..... Dated: .....

To

The Chief Engineer

Planning, Investigation and Design Department

Data Centre Complex (4th Floor), Action Area - 1, Street no. 41,

33/11 KV Sub-stn Campus (near DLF-1), New Town, Rajarhat, Kolkata-700 163

NIeT No: .....

Amount Put to Tender: .....

Dear Sir,

Having examined the Statutory, Non-statutory & NIeT documents, I here by like to state that I willfully accept all your conditions and offer to take up the work as per NIeT. No.....stated above. I also agree to guarantee to replace/ rectify any equipment/ material , if found not satisfactory performance, to the satisfaction of the owner in conformity with the conditions of contract, specifications, bill of quantities and addenda.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Full name of applicant: .....

Signature: .....

In the capacity of: .....

Duly authorized to sign bids

For &amp; on behalf of (Name of Firm): .....

(In block capitals or typed)

Office address: .....

Telephone no(s) (office): .....

Mobile No: .....

Fax No: .....

E mail ID: .....

.....

Signature Of The Bidder With Office Seal

Form-VI: CONTRACT AGREEMENT

**CONTRACT AGREEMENT**

For

<Name of Work>

Between

**West Bengal State Electricity Distribution Company Limited**

**Acting as**

**West Bengal State Designated Agency for Bureau of Energy Efficiency**

**&**

**(Name of the Agency)**

## PROFORMA OF AGREEMENT

(To be executed on **Non-judicial** Stamp Paper of Rs.100/-)

### THIS AGREEMENT MADE

this.....day of

..... in the year ..... Between **‘WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL) ACTING AS WEST BENGAL STATE DESIGNATED AGENCY FOR BUREAU OF ENERGY EFFICIENCY**

, a government company incorporated under Companies Act 1956 having its registered office at **“Vidyut Bhavan”, Block-DJ, Sector-II, Salt Lake City, Kolkata-700091**, hereinafter referred to as the **“Owner”** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the **ONE PART**.

### AND

....., hereinafter referred to as the **‘Agency’** (which expression shall unless excluded by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and permitted assigns) of the **OTHER PART**.

WHEREAS the Owner invited tender vide Tender Notice No..... (Annexed hereto) for“.....”.

AND WHEREAS in pursuance of such invitation for tenders the Agency submitted a tender vide no. .... dt..... the **Technical bid** part of which was opened on ..... and the **Financial bid** was opened on ..... (the tender offer is in custody of the Owner at present).

AND WHEREAS AFTER consideration of the tender submitted by the Agency, with clarification(s), the Owner accepted the said tender submitted by the Agency and placed Letter of Award no. ....

Now therefore, The Owner and the Agency agree as follows:

- (1) The Agency agrees to undertake the work of“.....” as per Letter of Award no. .... dt ..... referred to above.
- (2) The Owner agrees to pay the Agency as per the Letter of Award no. .... dt ..... referred to above. This agreement be governed as per relevant provision of ITB, GCC and other allied documents related to the contract.
- (3) Both the Agency and the Owner agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be to any Principal Court of Original and competent jurisdiction in KOLKATA/ North 24 Parganas.

IN WITNESS WHERE OF the parties have hereunder affixed their signature, on the day, the month and year written as above.

Signed, Sealed And Delivered

\_\_\_\_\_

Agency

\_\_\_\_\_

Owner

\_\_\_\_\_

Witness

\_\_\_\_\_

Witness

\_\_\_\_\_

Witness

\_\_\_\_\_

Witness



Form-VII: Bank Guarantee For Contract Performance

(To be executed in **Non-Judicial** stamp paper of Rs. 100/-)

Ref.....

Bank Guarantee No..... Date.....

To

.....

.....

.....

West Bengal

Dear Sir(s),

In consideration of West Bengal State Electricity Distribution Company Ltd., (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 “Agency” 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 Agency, resulting in a Contract bearing No.....dated .....

Agency having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs..... ( .....In

Words.....) being (03%) (Three 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 Agency to the extent of Rs.....(.....in words)

as aforesaid at any time up to.....\* (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to this Agency.

Any such demand made by the owner on the bank shall be conclusive and binding notwithstanding any difference between the owner and the Agency 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 contract by the Agency. 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 of any right which they might have against the Agency and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the owner and the Agency 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 thing 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 a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee the owner may have in relation to the Agency's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.....

(.....in words.....) and it shall remain in force upto and including .....\*(day/month/year) and shall be extended from time to time for such period as 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.

Dated this.....day of.....20.....at.....

WITNESS

.....  
(Signature) (Signature)

.....  
(Name) (Name)

(Official Address) (Official Address)

Attorney as per 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 Bank Guarantee for Contract Performance shall be valid as per terms of contract. A period of 03 (three) months should be added as claimed period from the last date of validity of the Bank Guarantee.

Form – VIII: Bank Guarantee For Additional Performance Security Deposit

To

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WHERE AS \_\_\_\_\_ [name and address of Contractor] (hereafter called. "the Contractor") has undertaken, in pursuance of Contract No: \_\_\_\_\_ dated to execute \_\_\_\_\_ [name of Contract and brief description of Works] (hereinafter called "the 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 SECURITYDEPOSIT**' for compliance with his obligation in accordance with the Contract;

AND WHEREAS 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 or 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 & 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 &branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this 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 & 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 &branch) lastly under take not to revoke this guarantee except with the previous consent of you in writing.

This Guarantee shall be valid upto \_\_\_\_\_. It come 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 \_\_\_\_\_ 20xx at \_\_\_\_\_

**Signed, Sealed and Delivered**

For and on behalf of the BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

**NOTE:**

The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Form-IX: - Indemnity Bond

**PROFORMA OF INDEMNITY BOND**

(To Be Executed On **Non-Judicial** Stamp Paper Of Rs.100/-)

BY THE PRESENT INDEMNITY BOND EXECUTED by me/ us on this .....Day of .....20..., I/We having Registered Office/ residing at ..... (herein after called “OBLIGOR/ OBLIGORS” which expression shall mean and includes my/ our successors legal representatives, assigns) do hereby binds myself/ ourselves and also our Owner/ 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 Companies’ Act, 1956 having registered office at VidyutBhavan, Block-DJ, Sector-II, Salt Lake City. Kolkata–700091 (hereinafter called as OBLIGEE, which expression shall mean and include it’s legal representative, administrators assigns.

Whereas OBLIGOR/ OBLIGORS has/ have been awarded to execute the Work/ 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 herein-above and whereas the said Work/ works will be/ likely to be done in places covered under Employees’ State Insurance Act (ESI) and / or the Employee Compensation Act, 1923 (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/are 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 witnesses 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 workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT the OBLIGOR/ OBLIGORS undertakes/undertake 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 Employee’ 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 Employees State Insurance Act, who does/ do not has/ have insurance coverage within the meaning of Employees’ State Insurance Act,1948.

4. THAT the OBLIGOR/ OBLIGORS further undertakes/undertake 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 1948, 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 Employee 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 Employee 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/ Work and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGORS is responsible to complete the work/ Work and it will be deemed that discontinuance was due to default of OBLIGOR/ OBLIGORS.
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 hereinabove, 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/ OBLIGATOR is/ are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/ OBLIGATOR.

SIGNED AND DELIVERED  
BY THE OBLIGOR/OBLIGORS

.....

Signature

WITNESS:

- 1) Name, Designation & Signature

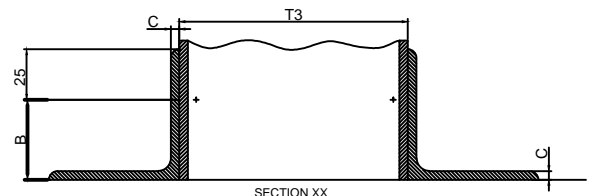
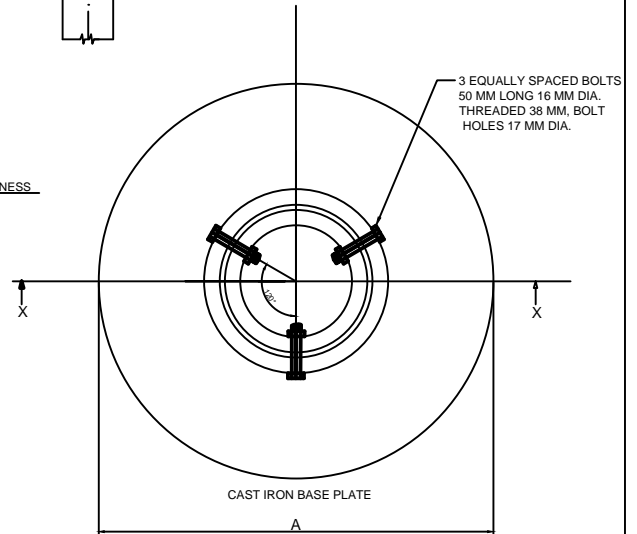
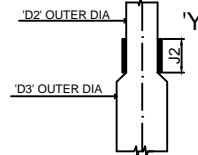
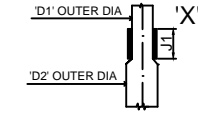
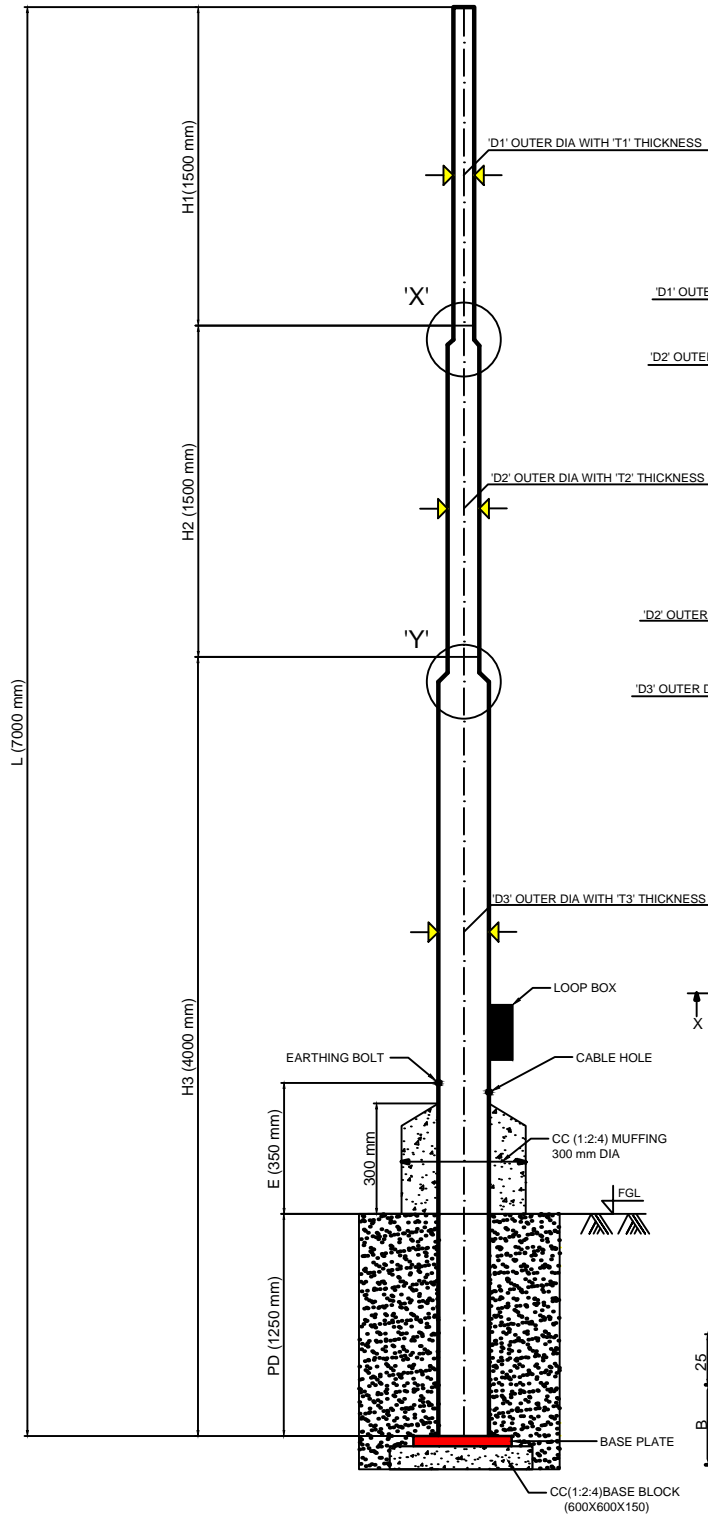
.....  
.....

2) Name, Designation & Signature

.....  
.....



# ANNEXURE-I



DETAILS OF BASE PLATE			
A	B	C	T3
290	45	15	114.3

TECHNICAL DATA SHEET			
1.	DESIGNATION	7.0 Mtr. ST Pole	
2.	OVERALL LENGTH	L	7000
3.	PLANTING DEPTH	PD	1250
4.	HEIGHT ABOVE GROUND	H	5750
5.	BOTTOM SEC. LENGTH	H3	4000
6.	MIDDLE SEC. LENGTH	H2	1500
7.	TOP SEC. LENGTH	H1	1500
8.	BOTTOM SEC. OUTER DIA.	D3	114.3
9.	MIDDLE SEC. OUTER DIA.	D2	88.9
10.	TOP SEC. OUTER DIA.	D1	76.1
11.	BOTTOM SEC. THICKNESS	T3	3.65
12.	MIDDLE SEC. THICKNESS	T2	3.25
13.	TOP SEC. THICKNESS	T1	3.25
14.	TOP JOINT OVERLAP	J1	200
15.	BOTTOM JOINT OVERLAP	J2	230
16.	THICKNESS OF BASE PL.	C	15
17.	DIA. OF BASE PLATE	A	290
18.	HIEGHT OF EARTHING NUT FROM GL	E	350

ALL DIMENSIONS ARE IN MM  
UNLESS OTHERWISE STATED

	WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (A GOVT. OF WEST BENGAL ENTERPRISE)	
	TITLE 7.0 MTR LONG SWAGED TYPE STEEL TUBULAR POLE WITH BASE PLATE	
	DRG No. PIDD/STP/1	
	DATE SEPTEMBER, 2022	
SCALE - NTS	SHEET - 1 OF 1	