



WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED  
(A Govt. of West Bengal Enterprise)  
BANKURA REGIONAL OFFICE

Bidyut Prashasonik Bhavan, LALBAZAR, PO. & DIST – BANKURA

e-mail : [bnkdcircle@yahoo.com](mailto:bnkdcircle@yahoo.com)

MemoNo.:RO/Bnk/Elect/e-tender/SEEDN/ 2018-19/1289

Date: 02/01/2020

**NOTICE INVITING e-TENDER**

**NIT No.: RO/Bnk/Elect/SEEDN/2018-19/08**

**SUBJECT:** Design, Manufacturing, Supply, Delivery and Erection of High Mast Type Lightning Cum Lighting Mast (25 Meter) with Foundation & Fitting & Installation of Surge Arrester at new spread out type Panchmura 33/11 KV Sub-Station under SEEDN Scheme under Bankura Region in Bankura District.

The Regional Manager, Bankura Region, WBSEDCL invites e-Tender only from the bonafide. experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. who have experienced in installation of High Mast Type Lightning Cum Lighting Mast (25 Meter) with Foundation & Fitting & Installation of Surge Arrester during last 3 (three) years. [Submission of Bid through online]

Name of the Work	Estimated Amount (Rs)	Earnest Money (Rs)	Time Period of Completion	Tender Fee (Rs.)	Name & address of the Concerned Office
Design, Manufacturing, Supply, Delivery and Erection of High Mast Type Lightning Cum Lighting Mast (25 Meter) with Foundation & Fitting & Installation of Surge Arrester at new spread out type Panchmura 33/11 KV Sub-Station under SEEDN Scheme under Bankura Region in Bankura District	Rs. 2524198.00 (Rs. Twenty Five Lakh Twenty Four Thousand One Hundred Ninety Eight Only )	Rupees 50484.00 in favor of "West Bengal State Electricity Distribution Company Limited" payable at Bankura,	120 Days	3540.00 (Tender Fees including G.S.T )	Office of the Regional Manager, Bankura Regional Office, WBSEDCL, Bidyut Prashasonik Bhavan, Lalbazar, PO & Dist – Bankura PIN- 722101

1. In the event of e-filling intending bidder may download the tender document from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary cost of tender document (tender fees) and earnest money may be remitted through demand draft / pay order issued from any Scheduled Bank in favor of the "West Bengal State Electricity Distribution Company Limited" payable at Bankura and also to be documented through e-filling. The tender fee is purely non refundable. The original Demand Draft / Pay order/ Banker's Cheque against Earnest Money Deposit (EMD) and tender fees should be submitted physically at Bankura Regional Office, WBSEDCL, Bidyut Prashasonik Bhavan, Lalbazar, PO & Dist – Bankura PIN- 722101 under sealed cover.
2. Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently duly digitally signed by the Tenderer through the website <https://wbtenders.gov.in>.
3. **The Cost of Tender documents/Tender fee is purely non refundable.**
4. Technical Document and Financial Bid should be submitted online on or before as per the 'Date &Time Schedule' stated in Sl. No.-09.

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- **Registered Office: "Vidyut Bhavan"**, Bidhannagar, Block-DJ, Sector-II, Kolkata-91
  - Corporate Identity Number : U40109WB2007SGC113473
  - Website : [www.wbsecl.in](http://www.wbsecl.in)

**WBSEDCL**

5. The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL DOCUMENT of the tenderer found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and absolute in this respect. The list of Responsive and Non-Responsive Bidders will be displayed in the website.
6. Eligibility criteria for participation in the tender:
  - 6.1. All intending bidders are required to produce valid contractor's license with supervisory competency certificate suitable for Supply & Erection of High Mast Type Lightning Cum Lighting Mast with Foundation & Fitting & Installation of Surge Arrester not less than 50% of the estimated value of this job..
  - 6.2. Bonafide experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. who have completed at least one High Mast Type Lightning Cum Lighting Mast with Foundation & Fitting & Installation of Surge Arrester during last 3 (three) years.
  - 6.3. All intending bidders are required to produce valid copies of current G.S.T, ESI, Professional Tax (PT) receipt challan along with PAN Card / IT return as well as EPF,ESI , certificate of compliance of statutory obligations & GST registration certificate with supporting if any (to be documented through e-filing).
7. No mobilization / secured advance will be allowed.
8. The contractor shall be solely responsible for IT and all other taxes, duties, levies, license fees & GST registration certificate with supporting if any all types of Statutory Govt. obligation incurred until completion of the total work and handed over to the employer. Bid price shall be firm and inclusive of all such costs and exclusive GST and no claim on this behalf will be entertained by the owner.
9. Bids shall remain valid for a period not less than 180 (One hundred Eighty) days after date of bid opening of tender. Bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the bidder withdraws the bid before the period of bid validity without giving any satisfactory explanation for such withdrawals, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

**10. Date & Time schedule:-**

Sl. No.	Particulars	Date & Time
01.	Date of Publish of NIT and Tender Documents (online). [Publishing Date]	03.01.2020
02.	Documents sell / download start date (online).	03.01.2020
03	Pre-bid meeting in the Conference Hall, WBSEDCL, Regional Office Bankura Bidyut Prashasonik Bhavan Lalbazar, P.O. & Dist.- Bankura	07.01.2020 at 11:00 Hrs
04.	Bid Submission upload start date (online)	03.01.2020
05.	Last Date of submission of original copies for the Earnest Money Deposit & tender fee (offline).	20.01.2020 up to 11.30 AM
06.	Last date of online submission of Technical Bid & Financial Bid	18.01.2020 up to 12.00 P.M
07.	Date for opening of Technical bid (online) for the Bidders	20.01.2020 after 12.30 Hrs.
08.	Date, for opening of Financial Bid (online).	To be intimated later.

**11. Earnest Money / Bid Guarantee:** The amount of Earnest money Rs. 43560.00 put to tender in the shape of Bank Draft or Pay order of any Scheduled Bank to be drawn in favor of the “**West Bengal State Electricity Distribution Company Limited**” payable at Bankura. The bid guarantee shall be valid for 6 (Six) calendar months with a claim period up to 3 (three) months from the date of opening of bid.

Bid guarantee of the unsuccessful bidder will be released after finalization of tender against the prayer of the contractor. No interest shall be payable by WBSEDCL on the above Bid Guarantee.

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

13. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing bid and entering into an agreement for the work/works as mentioned in the NIT, before submitting offer with full satisfaction. The costs for visiting the working site shall be at the bidder's own expense.
14. The intending bidders shall clearly understand that whatever may be the outcome of the present invitation of the bid, no cost of bidding shall be reimbursable by the Tender Inviting Authority. The Tender Inviting Authority reserves the right to accept or reject any / all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the Bidder at the stage of Bidding.
15. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in '**Instruction to bidders**' stated in Section – 'A' before tendering the bids.
16. Work Order & Payment of work will be dependent on availability of fund. Intending bidders may consider these criteria during submission of tender and quoting their rate through online.
17. No Conditional Bid / Incomplete Tender will be accepted under any circumstances.
18. The intending bidder is required to quote the rate in BOQ, put to tender online considering that no escalation and / or price adjustment will be allowed by the department under any circumstances.
19. At any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process, found incorrect / manufactured / fabricated, that bid will be considered a nonresponsive and outright rejected with forfeiture of Earnest Money and action will be taken as per stipulation of IT Rules in force.
20. Before issuance of Letter of Acceptance / Work order, the tender accepting authority may verify the credential & other documents of the lowest bidder so uploaded online if found necessary. If any such document is found incorrect / manufactured / fabricated, Letter of Acceptance / Work order will not be issued in favor of the bidder under any circumstances and action will be taken accordingly.
21. The Tender Inviting Authority reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.

***N.B: Successful bidder have to submit the GTP and Drawing of the High Mast Type Lightning Cum Lighting Mast (25 Meter) with Foundation & Fitting & Installation of Surge Arrester. Order will only be placed to the Successful bidder after approval of the same from the Competent Authority of W.B.S.E.D.C.L.***

**Sd/-  
(D.MANDAL)  
Regional Manager  
Regional Office Bankura:WBSEDCL**

## **SECTION – A**

### **INSTRUCTION TO BIDDERS**

#### **A. General guidance for e-Tendering**

Instructions / Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.

##### **1. Registration of Contractor:**

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://wbtenders.gov.in> (the web portal). The contractor is to click on the link for e-Tendering site as given on the web portal.

##### **2. Digital Signature Certificate (DSC):**

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

##### **3. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.**

##### **4. Submission of Tenders:**

Tenders are to be submitted through online to the website in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded (virus scanned copy) duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

#### **4.0 The Cost of Tender documents/Tender fee is purely non refundable.**

##### **4.1. Technical proposal:**

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

##### **4.1.1. Statutory Cover file Containing:**

- a) Bank Draft / Bankers Cheque / Pay Order towards earnest money (EMD) and tender fee as prescribed in the NIT against each of the serial of work of any Scheduled Bank in favor of **“West Bengal State Electricity Distribution Company Limited” payable at Bankura.**

##### **4.1.2. Non Statutory / Technical Document Cover file Containing:**

- a) Valid Contractor's License with Supervisory Competency Certificate suitable for this job.
- b) Copy of I.T. return for last 3 (three) financial years.
- c) Copy of PAN card.
- d) GST registration certificate with supporting if any
- e) Professional Tax Clearance Certificate / Professional Tax (PT) deposit receipt challan for the last month.
- f) EPF registration certificate and latest challan.
- g) ESI Registration / Proper Medclaim Insurance Policy.
- h) Requisite Credential Certificate for work completion of at least one High Mast Type Lightning Cum Lighting Mast with Foundation & Fitting & Installation of Surge Arrester/similar nature of work not less than 50% of the estimated value of this job..

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

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

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

Sl. No.	Category Name	Sub-category	Details
01.	Certificates	Certificates	a) Valid Contractor's license with supervisory competency certificate suitable for completion of at least one High Mast Type Lightning Cum Lighting Mast with Foundation & Fitting & Installation of Surge Arrester/similar nature of work. b) PAN Card. c) Copy of I.T. return for last 3 (three) financial years. d) GST registration certificate with supporting if any & Professional Tax Clearance Certificate for the last month. e) EPF registration certificate and latest challan. h) ESI Registration/Proper Mediclaim Insurance Policy. i) Information, if any, regarding any past and current litigation with WBSEDCL
02.	Credentials	Credential	a) Credential Certificate for work completion of at least one High Mast Type Lightning Cum Lighting Mast with Foundation & Fitting & Installation of Surge Arrester/similar nature of work not less than 50% of the estimated value of this job. b) Documents of Credential (in the form of work completion certificates or payment certificates or Work Order) for work during last 3 (three) years.
03.	Earnest Money & tender fee	Earnest Money & tender fee	a) Scanned copy of Bank Draft / Bankers Cheque / Pay Order drawn in favor of the "West Bengal State Electricity Distribution Company Ltd.". Payable at Bankura.

#### 4.1.3. Opening of Technical proposal:

Technical proposals will be opened by the Regional Manager, WBSEDCL, Bankura Regional Office, Bidyut Prashasonik Bhavan, Lalbazar, PO & Dist – Bankura, PIN- 722101 and his authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).

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

#### **4.2. Financial proposal:**

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The contractor is to quote the rate online through Computer in the space marked for quoting rate in the BOQ.

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

- 4.2.1 The average annual turnover of the bidder for the last three years out of the financial years 2015-16, 2016-17, 2017-18 shall be minimum 30% (Thirty ) of the total estimated cost of this tender. **(Annexure-I).**
- 4.2.2 Working capital in the year, proceeding the year of bid submission shall not be less than the 30% (Thirty ) of the total estimated cost of this tender.
- 4.2.3 In case documents certifying credit facilities from a scheduled bank is submitted, the requirement given in sl 4.2.2 shall be judged by adding available credit facility and working capital taken together **(Financial Capability proof certificate will be submitted from bankers prior to one year from date of Publication of NIT).**
- 4.2.4 Average annual turnover and working capital for the required period to be submitted in standard format duly authenticated by chartered Account for the last three financial year and I.T return for financial year 2015-16, 2016-17, 2017-18 should be uploaded.

#### **5. Penalty for suppression / distortion of facts:**

If any bidder fails to produce the original hard copies of the document like Completion Certificate and any other documents on demand of the department within a specified time frame or if any

deviation is detected in the original copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

**6. Rejection of Bid:**

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

**7. Award of Contract:**

The bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through Acceptance Letter / Letter of Acceptance. The notification of award will constitute the formation of the contract.

- 8.** The agreement 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 NIT and BOQ will be part of the documents. After acceptance of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents stated in NIT of the concerned work within time limit to be set in the letter of acceptance.

## **SECTION – B**

### **GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION FOR WORKS**

1. Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <http://wbtenders.gov.in> (the web portal). The contractor is to click on the link for e-Tendering site as given in the web portal.
2. The intending bidder(s) required to quote the rate in the BOQ. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against the contract. Price indicated in the schedule of prices deemed to include all the levies / duties / cess & all other incidentals payable as per statute. Relevant Service Tax rules are applicable for the work. **The estimated cost is exclusive of GST.** It will be paid to the appropriate authority / agency as per prevailing rates and rules in force.
3. WBSSEDCL, who do not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annual the Bidding processes and reject all Bids at any time prior to the Award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for WBSSEDCL's (Tender Accepting Authority) action.
4. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection.
5. Bids shall remain valid for a period not less than 180 (One hundred Eighty) days after date of Bid opening of tender.
6. Earnest Money and tender fee as per NIT should be submitted with the tender in the form of Bank Draft / Bankers Cheque / Pay Order issued from any Scheduled Bank in favor of the "**West Bengal State Electricity Distribution Company Limited**" payable at Bankura.
7. **Security Money:**  
The Successful tenderer within 7 (seven) days of receipt of LOI / order, shall submit his unconditional acceptance in writing failing which the Department shall have the right to terminate the LOI / Order as per rule and earnest money, submitted along with the tender will be forfeited. On receiving tenderer's acceptance for the work the earnest money deposited with the tender will be automatically converted to form a part of security money deposited. An additional sum of security money, if required, shall be deposited by the tenderer to constitute initial security money of 2% (two percent) of ordered value. Further additional security money shall be deducted from the final bills at 8% (eight percent) of such bill so that the total deduction together with 2% (two percent) Security money already taken shall constitute not less than 10% (ten percent) of the

total value of works as actually done. All security money shall be refunded after expiry of the period of maintenance which shall be 12 (twelve) months normally, if not otherwise mentioned in the work order) after completion of the work. This period of maintenance shall be counted from the date of completion of job.

#### **8. Defect Liability Period:**

The term 'Defect Liability Period' shall mean the period of 12 (twelve) months from the date of completion of the work. If any defect is found within the defect liability period, the contractor shall be liable to rectify the job at their own cost and responsibility. Defects / rectification work so notified shall have to be attended and completed satisfactorily within 15 (fifteen) days. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the Security money already retained from the contractor. After completion of Defect liability period, and on completion of satisfaction rectification of defect, if any reported within the defect liability period, and on receipt of the application from the contractor, controlling officer of the work shall recommend for refund of the Security money.

#### **9. Definition of terms:**

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

- The *Company / Purchaser / Owner / Department* shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), having its head office at Vidyut Bhawan, Block- DJ, Sector-II, Kolkata-700091.
- The *Engineer-in-Charge / Controlling Officer* shall mean the Engineer deployed by the company for the purpose of this contract.
- *Company's representative* shall mean any person or persons of WBSEDCL appointed by the Company and Shall include the contractor's executor's administrators, successor and permitted assignees
- The *Contractor* shall mean the Bidder who will be awarded with the contract by the Company and shall Include the contractor's executor's administrators, successor and permitted assignees.
- The work *Site* shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.
- The terms *Services* shall mean all works to be undertaken by the Contractor as laid down under the head 'Scope of Work' or elsewhere in the specification enclosed. When the words '*approved*', '*subject to approval*', '*as directed*', '*accepted*', '*permitted*' etc. are used, the approval, judgment, direction etc. are Understood to be a function of company
- *Writing* shall indicate any manuscript, type written, printed or other statement reproduced in any visible form.
- *Date of Contract* shall mean the date on which the notification of award of contract / letter of award / telex award has been issued.
- *Zero Date* will be reckoned from the date of agreement.

#### **10. Scope of work:**

The quantity as indicated in this document is provisional and should not be taken as firm. The extent to which the work should actually be executed will depend on scope & circumstances at the time of execution of work. Any reduction or enhancement of quantum of work would be advised by the controlling officer in writing. The company reserves the right to reduce/enhance the quantity of work as shown in the enclosure even substantially without assigning any reason there of taken up departmentally or decided otherwise for which no compensation is payable to the successful bidder under any circumstances.

- i) The bidder must provide a GTP & Drawing of the High Mast Type Lightning Cum Lighting Mast (25 Meter) with Foundation & Fitting & Installation of Surge Arrester to the Controlling Officer. After approval of the same from the Competent Authority of W.B.S.E.D.C.L, the bidder may proceed for manufacturing of the items/materials.
- ii) Test Certificate may be provided by the successful bidder from any Govt. approved Laboratory and/or Inspection to be made by W.B.S.E.D.C.L's representative for compliance of test result as per relevant IS. The inspection/testing cost will be borne by the tenderer, if any.
- iii) After clearance from Inspection and/or testing, Delivery Instruction will be issued for delivery of materials. The materials may be delivered directly to the site within 15 days from date of issuance of provisional DI with prior intimation to this end.
- iv) Execution may be started with the inspected materials after satisfactory supply & delivery at site as per schedule provided by the tenderer. The erection may be completed satisfactorily as per approved Drawing & GTP in all respect without any defect/bad workmanship.

#### **11. Specification of work:**

No erection can be started by the contractor till the final GTP & Drawing is approved by the

controlling officer. The work should conform to Company's general condition of contract, standard specification and approved drawing of the Company. For any deviation in this respect without written approval of the controlling officer the entire work is liable for rejection. The method of Design, Manufacturing and erection shall obviously satisfy relevant provisions of the Indian Electricity Act and Regulations along with the rules and regulation in force related to the Construction etc.

**12. Supply of materials:**

All items/materials will be supplied by the Contractor otherwise mentioned in the BOQ. The equipments, tools and tackles etc. required for the work shall be supplied by the contractor. The materials to be supplied by the party shall be of tested and approved quality. The materials supplied by the Company will be available at W.B.S.E.D.C.L Store by maintaining proper store formalities. The Controlling Officer/ Engineer in-charge reserves the right to ask the contractor to test any material, if felt necessary by him. In that case the contractor will have to take appropriate action as advised including bearing the cost of testing and other incidental charges in this respect. If any material is found not up to the mark in the opinion of the Controlling Officer/Engineer in-charge, he shall have the right to order for removal of such materials and the contractor will have to remove the same from site within 24 hours at his own cost. All materials, not otherwise specified, shall be in accordance with the **latest appropriate Indian Standard Specifications where such exist.**

**13. Warranty of materials/Equipments:** The bidder shall warrant that the materials/Equipments will be new, unused and free from defects in materials and workmanship for a period of 12 (twelve) calendar months commencing from immediately after satisfactory commissioning of the materials/equipments supplied.

**14. Guarantee for the completed work :** The work executed by you for the entire scope of work under this contract shall be guaranteed for 12 (twelve) months after commissioning at site. In the event of any defect in the equipment/materials arising out of faulty design, material, and badworkmanship within a period of 12 (twelve) calendar months of commissioning, the bidder shall guarantee to replace or repair the same to the satisfaction of the Company. Should, however, the bidder fail to do so within a reasonable time, DCL reserve the right to effect repair or replacement by any other agency and recover the charges for repair or replacement from the bidder. And this will be applicable for both materials/equipments and erection work.

**15. Safe custody of Company's materials and erected work:**

The contractor would be entirely responsible for all the materials/equipment issued to them for the work and for the executed portion till the installation is officially taken over by the Company. The Contractor would have to arrange Storage-cum-Erection insurance policy exclusively in the name of WBSEDCL from any subsidiaries of the General Insurance Corporation of India with the concurrence of the controlling officer concerned extended for a period from the date of issuance of the first lot of materials to the date of official takeover by the company. It would be the responsibility of the contractor to keep the policy alive throughout the desired period by timely and adequate payment of premiums. Value of the policy shall cover the material and labour cost for the contract. If the amount of contract is modified subsequently, the insurance coverage should also be modified accordingly. For any loss, damage or theft of issued materials and/or erected work before taking over, the cost will initially be deducted from any pending payable amount. Necessary compensation, when realized through the insurance will be credited to the contractor's account for settlement of the claim in due course. The original stamped Insurance policy has to be handed over to the controlling officer before first lot of materials is issued in contractor's favor.

**14. Tools & tackles:** The contractor must be properly equipped with all requisite tools & tackles in sufficient quantity to ensure timely execution of work.

**15. Handing over and Taking over:**

After completion of the work, the contractor will intimate the controlling officer in writing with six copies drawing layout and other details of the erected infrastructure. The controlling officer, on receipt of the intimation, will arrange inspection with concerned O&M Distribution Engineer, preferably within 15 days but not later than 30 days. If any defects are found, those will be intimated to the contractor in writing by the controlling officer. The contractor will have to rectify such defects within 15 days at their own cost and responsibility. On receipt of the intimation in writing the controlling officer may again inspect the works. After satisfactory completion of works, the company will arrange to take over the installation within 30 days. The installation in any case will be deemed to have been automatically taken over by the company on 45 days from the date of receipt of the last intimation regarding completion of the rectification of works as the case may be, if nothing to the contrary has been intimated to the contractor in writing by the controlling officer.



## **16. Manner of Execution of Contract:**

The successful bidder has to submit acceptance of the LOI / Order within 7 (seven) days from the date of issue of the Letter of Intent / Order. The successful bidder shall be required to execute an Agreement (as per format enclosed as **Annexure – 2**) at his expenses on a non judicial stamp paper of Rs **100/-** with the company with all related documents for satisfactory execution of the work. Agreement shall be signed on a date and time to be mutually agreed upon at Khatra Divisional Office, W.B.S.E.D.C.L and the same has to be signed by both parties within 30 (thirty) days from the date of the acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract on behalf of the contractor is to be submitted before signing of the agreement.

## **17. General Requirement:**

- 17.1. Pre-visit of work site:** Contractor to visit the site before submission of tender: The contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submission of his tender as to nature of the site, the quantities and nature of work and the materials necessary for the completion of the works and the means to access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence and effect his tender.
- 17.2. Cost of Bidding:** The cost of tender document/tender fee will be purely non refundable. The Contractor shall bear all cost associated with the preparation and submission of their bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 17.3. Correctness and sufficiency of rates quoted in the tender:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the tenderer under the contract and all materials and things necessary for the proper completion and maintenance of the works.
- 17.4.** Contractor shall execute, complete and maintain the works as per direction of the **Controlling Officer / Engineer-in-Charge** of the works or his representatives.
- 17.5. Contractor to submit program:** Within 14 (Fourteen) days from the date of issue of Letter of Intent/ Erection order the Contractor shall submit a program showing the order, procedure and method in which he proposes to carry out the work.
- 17.6. Contractor's Staff at site:** The contractor shall provide at site authorized representative duly approved by the Controlling Officer (approval may be withdrawn for particular person, if necessary). The contractor and/or his authorized representative are to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on behalf of the contractor) directions and instructions from the controlling Officer / Engineer or his representative.
- 17.7. Removal of persons employed at site:** The Controlling Officer / Engineer shall be at liberty to ask the contractor to remove from the site any person, employed by the contractor in the execution of the works, who in the opinion of the Controlling Officer / Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the permission of the Controlling officer / Engineer.
- 17.8. Setting out:** The Contractor shall be responsible for true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignments of all parts of works. If at any time during the progress of the works any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the work, the contractor on being asked to rectify by the Controlling Officer / Engineer, shall at his own expense rectify such error to the satisfaction of the Controlling Officer / Engineer.
- 17.9. Protection of works:** The Contractor shall in connection with the works provide and maintain at his own cost all lights guards, fencing and watching when and where necessary or required by the WBSEDCL or by any competent authority or statutory or other authority for the protection of the works or for the safety and convenience of the public or others.
- 17.10. Care of works:** From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all temporary works and in case of any damage, loss, or injury to works or to any part thereof or to any temporary works due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the works shall be in good order and conditions and in conformity in every respect with the requirements of the contract. The contractor shall take every practicable precaution not to damage or to cause injury to adjoining or other properties or to any persons. However even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.
- 17.11. Workmen's compensation for accident or injury to any workmen:** The WBSEDCL shall not be

liable for damage or compensation payable as per provision of law in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor. Contractor shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance policy covering provision for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.

**17.12. Facilities for other contractors:** The contractor shall afford all reasonable facilities for any other contractor employed by WBSEDCL in the execution on or near the site of any work not included in the contract.

**17.13. Clearing site on completion:** On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials rubbish, and temporary works of every kind and leave the whole of the site and works clean and in a good and tidy condition to the satisfaction of Engineer-in-charge.

**18. Labor License:**

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

**19. Compliance of Labor Laws:**

The Contractor shall comply all statutory Labor Laws to protect the laborers engaged by them. In this connection the contractor will be required to execute an Indemnity Bond (as per specimen enclosed as Annexure – 1) after placement of Letter of Intent / Order.

**20. Variation, Omission, Addition & Alteration:**

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

**21. Supplementary Works:**

Whenever supplementary works become unavoidable for completion of the work in all respect, the Contractor shall bring the matter to the notice of the Controlling Officer and submit their proposal. However the controlling Officer shall have the right to advise the contractor to proceed with such item(s) of work. Rates for supplementary item shall be arrived at as given hereunder:

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

**21.2.** When above clause (Cl. No. 21.1) shall not be applicable, the rate shall be taken from WBSEDCL schedule of rates for schedule prevailing at the time of submission of bids plus/minus the contractual rate of quotation.

**21.3.** When Cl. No. 21.1 & 21.2 above shall not be applicable, the rate should be analyzed to the mutual acceptance of the present market rates of different elements involved in the item, against documentary evidence, with 5% overhead, contractor's profit as 10% (ten percent) and 1% (one percent) as Cess towards BOCWWC Act, 1996. In that case contractual rate of quotation will not be applicable. Controlling Officer's decision regarding finalization of rate of non-scheduled item(s) shall be final and binding upon the Contractors.

**22. Payment of bills:-**

Measurement of works executed will be taken by the Engineer in-charge or his representative jointly with the representative of the contractor and will be recorded in the measurement book(s). Bill will be prepared in the M.B. as well as in the prescribed bill form of the Company by the Engineer in-charge or his representative and the same after due checking and certification by the Controlling Officer will be sent to the paying authority for releasing the payment. Maximum two numbers R.A Bill may be entertained in the billing procedure.

**23. Completion of Contact:**

All works under the contract must be completed within 120 days from the issuance of placement of L.O.I/ Order. It is to be noted that time is the essence of the contract any default on the part of the contractor to complete the work within stipulated date(s) aforesaid or within the time as may be extended in writing by the controlling officer subject to payment of liquidated damages, the company shall have the right, without prejudice to any other clauses, to terminate contract forthwith and to take possession of the balance work/materials and have the same allotted to any other agency and the contractor shall be liable to compensate the loss that may be

occasioned to the company on that account. Any letter in writing by the controlling officer shall be treated as conclusive on behalf of the Company.

**24. Defective Materials:**

If in the option of the Engineer-in-charge, any of the materials brought to the site for use are not of the quality or kind specified in the contract and / or are unfit for the works, he shall be at liberty to order the removal of the said materials and the contractor shall remove the same within 24 (twenty four) hours after notice has been given to him and if he fails to remove them within the time the Engineer may cause them to be removed anywhere at the risk of the Contractor and any cost incurred in so doing shall be deducted from the dues to the contractor under the contract.

**25. Material and Workmanship:**

All the works shall be executed with the materials as specified and with best workmanship and / or in the best manner to the satisfaction of the Engineer-in-charge.

**26. Extension of Time:**

An extension of time without imposition of liquidity damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted by the contractor who has to establish that the extension of time required by him is not due to his fault.

**27. Liquidated Damage:**

If the Contractor fails to complete the works within the time prescribed herein or extended time for completion, then the Contractor shall pay to the Company a sum amounting to ½% (half percent) of the value of works as liquidated damages of such default for every week or part of a week which shall elapse between the time prescribed or extended time as the case may be and the date of completion of the works subject to a maximum of 10% (ten percent) of the total contract price. The Company may, without prejudice to any other method of recovery, deduct the amount of such damages from any money in their hand due or which may become due to the contractor. The payment for deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other his obligations and liabilities under the contract.

**28. Company's Right to Terminate Contract:**

- 28.1. If the contractor fails to start the work within a month from the date of issue of Letter of Intent / Work Order, WBSedCL shall have the right to cancel the Letter of Intent/Work Order with forfeiture of earnest money (Converted into initial security) without giving any notice to the contractor.
- 28.2. If the contractor neglects or fails to proceed with the work proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time for completion or within the extended time approved by the WBSedCL, the WBSedCL shall have right to terminate the Work Order / Letter of Intent after giving notice in writing to the contractor. If the contractor fails, after 14 (fourteen) days of such notice, to proceed with the work in the matter notified, the WBSedCL shall terminate the contract and call the contractor to take joint measurement along with the Engineer for the finished portion of work. If the contractor does not appear for a joint measurement, ex-parte measurement by the WBSedCL will be taken as final. In that case the WBSedCL shall take possession of the work site and engage other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and security money. In the contract terminated as above, the contractor shall have no claim for compensation against the WBSedCL for any loss or deterioration of any materials that he may have collected or engaged or entered into an account of the work.

**29. Quality of Work / Material and Mode of Measurement:**

The contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing and measurement of work at his own cost.

**30. Deduction of Taxes and Cess for BOCWWC Act, 1996:**

It is obligatory under the provision of Income Tax Act 1961 and West Bengal VAT Act 2003 (VAT on Work Contracts) to deduct tax to at source then the same will be deducted from the bills as applicable. The Contractor is required to follow the Building and Other Construction Work Welfare Act, 1996. Registration of his establishment under section-7 of the building and the Construction Worker's (Regulation and Condition of Service) Act, 1996 is to be made after the contract is awarded. 1% (one percent) Cess towards BOCWWC Act, 1996 will be deducted from its total amount of each bill. For these deductions certificate will be issued as per rules

**31. Force Majeure:**

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- **Registered Office: "Vidyut Bhavan"**, Bidhannagar, Block-DJ, Sector-II, Kolkata-91
  - Corporate Identity Number : U40109WB2007SGC113473
  - Website : [www.wbsedcl.in](http://www.wbsedcl.in)

**WBSedCL**

The contractor shall not be liable to pay any liquidated damage for delay/failure to perform the contract for reasons of force majeure such as act of God, act of the public enemy, acts of Governments, fire, flood, epidemics, quarantine restriction, strikes, freight embargos and provided that the contractor shall within 10 (ten) days from beginning of such delay notify the Company in writing of the cause of delay. The Company shall verify the fact and grant such extension as found to be justified without imposing liquidated damage.

The department shall not be responsible or liable to pay any compensation for any interruption in work at the site due to strike, lockout, riot, earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. The department shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work.

**32. Sub-letting of Contract:**

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

**33. Engineer's Decision:**

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

**34. Liability of Accidents and Damage:**

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

**35. Language and Measurement:**

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

**36. Completion of Work:**

Completion of work means completion of the work in totality and acceptance / takeover of the same by the company. Partial or phase wise completion will have no bearing towards consideration of guarantee/defect liability period. The period for this work completion is 120 days from the date of issuance of LOA/Order.

**37. Idle Labor / Machinery:**

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

**38. Designated Officers For The Contract:**

Controlling officer- Divisional Manager, Khatra Division , WBSEDCL  
Site-Incharge and Site Supervising Officer: Asstt.Engineer(Tech.) ,Khatra Division , WBSEDCL  
Payment Authority: Asstt.Manager(F & A), Khatra Divison, WBSEDCL

**39. Safety Rules:**

The bidder shall also provide necessary fencing and lights and others all related to safety to protect the public and/or assets from accident. Fire extinguishers shall be kept by the Contractor at the site of works where there is risk of fire hazard. Adequate washing facilities shall be provided near the place of work.

**40. Settlement of Disputes:**

All disputes concerning question of act arising under the contract shall be decided by the Owner/

Company on receipt of written appeal by the Contractor. Any dispute or differences arising out in connection with this contract shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subjected to settlement under the jurisdiction of Calcutta High Court. When the work is done near any place where there is risk of drowning, all necessary equipments shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work. These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot. The person responsible for the compliance of code shall be named by the bidder. To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement made by the bidder shall be open to inspection of the employer and WBSEDCL. Notwithstanding the above clause there is nothing in those of exempt the bidder from the operation of any other Act or Rule in force in the Republic of India. All storage, handling & use of flammable liquids shall be under the supervisions of qualified persons. First aid arrangements with the degree of hazard and numbers of workers employed shall be maintained in a readily accessible place throughout the whole of working hours.

#### **41. Reporting of Accident:**

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

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

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

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

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

**42. Resolution of Dispute and Legal Jurisdiction :** Any dispute (s) arising out of or in connection with this Contract shall, to the extent possible, be settled amicably between the bidder and W.B.S.E.D.C.L. In the event of non-settlement of dispute (s), the Court of Law at Kolkata shall have exclusive jurisdiction over the same.

#### **43. Miscellaneous:**

- 43.1. For timely completion of the work the contractor must have to deploy all necessary equipment, tools & tackles and machineries, adequate shuttering to execute the work at a time to perform all works simultaneously as per requirement of WBSEDCL.
- 43.2. The entire work shall be inspected by WBSEDCL representative from time to time at site as necessary. The Contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of the site, WBSEDCL shall have the right to reject any work not conforming to the specification without being liable for any explanation or compensation. The authorized representative of WBSEDCL shall have the free access to the work site, contractor site office and store.
- 43.3. During the execution of the work, if any, problem arises which is not covered by the specifications, the contractor shall seek necessary clarification and instruction from WBSEDCL. Such instruction shall be binding on the contractor and shall be observed in full.
- 43.4. The Contractor shall make his own arrangement for the labor, construction equipment, tools and tackles and construction materials, construction water, office / labor accommodation, water supply, sanitation.
- 43.5. Electricity for construction purpose, if supplied by WBSEDCL, the charge shall be borne by the Contractor at the rate specified by WBSEDCL. The Contractor cannot claim any compensation for any failure in such supply caused due to any reason whatsoever in case of non-availability of electricity for construction purpose from WBSEDCL. The Contractor has to arrange the same at his own cost.
- 43.6. The Contractor shall strictly follow the safety rules, regulations and instructions issued from time to time. In absence of any particular reference the Contractor shall refer to the Indian Standard and also the State Government rules and regulations.
- 43.7. The contractor shall take all precautions during execution, especially while excavating

- underground works, such as cables, pipelines, drains etc. and provide all possible precautions to these works and incase they are damaged, rebuild / divert them at his own cost.
- 43.8. All guarantees and test certificates obtained by the contractor during the execution of the work shall be transferred to the WBSEDCL before issue of the final payment.
- 43.9. The Contractor shall provide all necessary storage at the site in specified areas for all materials which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open in such manner that all such material shall be duly protected from damage by weather or any other cause. All such stores shall be cleared after completion of work and the entire site shall be clean and free from debris. All material shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.
- 43.10. All works are to be carried out with due regard to the convenience of the occupants of the premises and with close coordination with other Contractors who may be working on that area. All arrangements / program of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accident to the occupants, users & workers. The Contractor must see that all damages to any property, which in the opinion of the Controlling Officer are due to the work of Contractor, are promptly rectified as per direction and to his satisfaction. The construction of work must be done in such a way as not to dislocate or disturb any existing structure.
- 43.11. It must be clearly understood that WBSEDCL is indemnified by the Contractor against payment of any compensation or award on account of any accident, injuries, and damages and if any such payment have to be made by WBSEDCL under order of appropriate authorities, the same shall be recovered from the Contractor.
- 43.12. Any services if affected by the work must be restored by the Contractor on emergency basis at his own cost.
- 43.13. After completion of work, the finishes shall be of high quality and approved standard.
- 43.14. No omission or ambiguities in the drawing or in the specifications will relieve the contractor from responsibility for material or completeness of the work.
- 43.15. All drawings supplied with the bid documents are for guidance only.
- 43.16. Measurement of works executed will be taken by the Engineer-in-charge or his representative jointly with the representative of contractor and will be recorded in the measurement book(s).

**PROFORMA OF AGREEMENT**  
(TO BE EXECUTED ON Rs 100/- Non judicial Stamp Paper)

ARTICLES OF AGREEMENT made this .....Date of .....in the year..... between West Bengal State Electricity Distribution Company Limited having its Head Office at Vidyut Bhavan, Block DJ. SectorII, Kolkata-700091 hereinafter referred to as the WBSEDCL (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART AND.....herein after referred to as 'CONTRACTOR' (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART. WHERE AS WBSEDCL invited tenders vide Tender Notice No..... Date ..... (Annexed hereto) for (Name of the work).....AND WHERE AS in pursuance of such invitation for tenders the contractor submitted a tender vide no..... dt..... which was opened on ..... The tender offer shall be in the custody of the WBSEDCL at present. AND WHERE AS AFTER consideration of the tender submitted by the contractor with clarification(s), if any, WBSEDCL accepted the said tender submitted by the contractor and placed order no..... dt..... (Annexed hereto) NOW THEREFORE, the WBSEDCL and the Contractor agree as follows:  
The contractor agrees to undertake the work of ..... as per Order No..... dt..... referred to above. The WBSEDCL agrees to pay the contractor as per the Order No.....dt..... referred to above.  
Both the contractor and the WBSEDCL agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata.

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

..... Contractor	..... WBSEDCL
<u>Witness:</u>	<u>Witness:</u>
1.....	1.....
2.....	2.....

### **Declaration of the bidder**

Prior to submission of my/our tender for the subject work, I/we have inspected the site of the said work, made myself/ourselves fully acquainted with the nature of work local conditions all other factors which may effect/influence my/ our tender. I/we have also carefully gone through the tender conditions & specifications of work and the following document-

- a) Drawings, sketches etc. related with the work.
- b) General conditions of contract and standard specification for Electrical works of the Board.
- c) Special terms & conditions of contract of this work, if any.
- d) Schedule of works.

My/our tender is submitted taking into consideration all the factors which may effect/influence the work and if the same is accepted by the Company, I/we shall follow all conditions of the tender & other documents and complete the work true to the specification, drawing & instruction of the Company.

My/our tender will remain valid for 180 (One hundred eighty) days from the date of its opening subject to extension of validity as per mutual consent of both the parties.

-----  
*(Bidders Signature & Name with Seal)*



**ANNEXURE – 2**

**STATEMENT ON ANNUAL TURNOVER FROM CONTRACTUAL BUSINESS**

This is to certify that the following statement is the summary of the audited Balance sheet arrived from contractual business in favour of ..... for the last three consecutive years.

Sl. No.	Financial		Remarks
	Year	Turnover (rounded off)	
1.	2015-16		
2.	2016-17		
3.	2017-18		
<b>Total</b>			
<b>Average Turnover</b>			

**Note:**

- i) Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
- ii) Average turnover for 3 years is to be obtained by dividing the total turnover by 3 (Three).

*(Bidders Signature & Name with Seal)*

**ANNEXURE-3**

**EXPERIENCE PROFILE**

Name of the Firm:

**LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED DURING THE LAST FIVE YEARS IN ANY GOVT. DEPARTMENT / GOVT. UNDERTAKING / STATUTORY BODY UP TO A VALUE OF 50% OF THE ESTIMATED VALUE PUT TO TENDER**

Name of Employer	Name, Location & nature of work	Contract price in Indian Rs.	Work Order Date	Date of completion of work as per work order	Actual date of starting the work	Actual date of completion the work	Reasons for delay in completion (if any)

*(Bidders Signature & Name with Seal)*

**ANNEXURE – 4**

**Major items of construction equipment**

Sl No.	Tools requires for the work	Make	Availability (owned or hired)

*(Bidders Signature & Name with Seal)*

**ANNEXURE – 5**

**Qualification and experience of key management & technical personnel**

<b>Sl. No.</b>	<b>Personnel</b>	<b>Required Qualification</b>	<b>Minimum Experience</b>	<b>No. Of Persons</b>

*(Bidders Signature & Name with Seal)*

- **Registered Office: "Vidyut Bhavan"**, Bidhannagar, Block-DJ, Sector-II, Kolkata-91
  - Corporate Identity Number : U40109WB2007SGC113473
  - Website : [www.wbsedcl.in](http://www.wbsedcl.in)

**ANNEXURE – 6**

**SAMPLE FORMAT FOR SELF DECLARATION**

I, Sri.....,S/o Sri....., aged..... Years, Residing  
at....., Proprietor/Partner/Director of ....., do hereby  
solemnly affirm and declare in connection with “**( NAME OF THE WORK )**” as follows:

- 1) That I, the undersigned, do certify that all the information furnished & statements made along with the bid documents are true and correct to the best of my knowledge and belief.
- 2) Any departure whatsoever in any form will be considered as breach of contract. In such situation the Department at his liberty may withhold our payment till we rectify the defects or fulfill our contractual obligation. In this connection, authority's decision will be final and binding.
- 3) The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.

***(Bidders Signature & Name with Seal)***

Place:

Date:

**ANNEXURE – 7**

**Format of Letter of Bid**

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

To  
The Tender Committee

Sub: Letter of Bid for the work .....  
.....  
Ref: 1. NIT No:.....Dated:.....

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 Tenderer**

