

West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)



INVITATION OF E-TENDER FOR

“33KV cable laying work including supply of jointing kit at Mother Dairy Gate no. 3, Dankuni, Hooghly for breakdown maintenance work for 33KV Source of Raghunathpur 33/11KV Sub Station from Rishra GSS under Serampore Division, WBSEDCL”

N.I.T. NO.: SRPD/e-Tender/38/26-27/03/ 1188

Dated: 20/08/2026

**Serampore Division Office
12, G.T Road, Nistarini Market
Sheoraphuli, Dist. Hooghly
Pin 712223
Ph: 033- 2632-6135
Email: dm.sreerampore@wbasedcl.in**

West Bengal State Electricity Distribution Company Ltd.

(A Govt. of West Bengal Enterprise)

Divisional Office

12, G.T Road, Nistarini Market, Sheoraphuli, Dist. Hooghly, Pin 712223

Ph: 033- 2632-6135/6113 Email: dm.sreerampore@wbsedcl.in

Phone no- 033- 2632-6135

E-Mail: dm.sreerampore@wbsedcl.in

Registered Office: "Bidyut Bhavan", Block – DJ, Sector – II, Bidhannagar, Kolkata – 700091, Website: www.wbsedcl.in Corporate Identity Number (CIN): U40109WB2007SGC113473.

NOTICE INVITING e-TENDER

NIT No.: SRPD/e-Tender/38/26-27/03/ 1188

Date: 20.08.2026

Ref: Computer No. – 756576

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

Sl No	Name of Work	Estimated Tendered Amount (Rs)	Earnest Money Deposit (EMD) Rs.	Period of Completion of work	Name & address of the Concerned Office
01.	33KV Cable laying work including supply of jointing kit at Mother Dairy Gate no. 3, Dankuni, Hooghly for breakdown maintenance work for 33KV Source of Raghunathpur 33/11KV Sub Station from Rishra GSS under Serampore Division, WBSEDCL	7,03,562.12/- (Rs. Seven Lakh Three Thousand Five Hundred Sixty-Two Rupees and Twelve Paise Only)	14,071/- (Rs. Fourteen Thousand and Seventy-One Only)	60 days	Serampore Divisional Office, WBSEDCL 12, G.T Road, Nistarini Market, Sheoraphuli, Dist. Hooghly, Pin 712223 Ph: 033- 2632-6135 Email: dm.sreerampore@wbsedcl.in

Terms & Condition of the E-Tender:

1. Intending Bidders shall login to the e-Procurement portal of Government of west Bengal <https://wbtenders.gov.in> using his login Id and password
2. Earnest Money Deposit (EMD) in e-tendering process will be collected and refunded in online mode via dedicated bank account maintained at corporate level instead of depositing DD/Pay Order to the tender inviting authority. EMD will be 2% of the pro-rate estimated value, to be submitted in favor of "West Bengal State Electricity Distribution Company Limited" payable at Kolkata.
3. Tender cost/Tender Fee is abolished as per O.O. No.- 1994 dated 19.05.2021 of the Director(HR), WBSEDCL. All participating bidders are therefore exempted from payment of Tender Fee.
4. E-tender portal is maintained by NIC and payment gateway facility available in e-tender portal is maintained by ICICI Bank.
5. Facility for collecting EMD via offline mode has been discontinued in e-tender portal as per order.
6. As per the procedure defined for online collection in e-tender process, EMD amount deposited by bidders is initially held in a pool account of Government of West Bengal maintained by ICICI. Only the amount corresponding to successful bid will be transferred to WBSEDCL Bank Account after completion

of tendering process on awarding Award of Contract (AOC). EMD for unsuccessful bids will be returned to bidders automatically from NIC portal after completion of tendering process.

7. For technically rejected bids, EMD amount will be automatically returned to bidders after the bid is technically rejected in e-tender portal.
8. Payment status of bids submitted against NIT's will be available in MIS reports provided in e-tender portal maintained by NIC.
9. Successful bidder (s) shall have to create vendor id through WBSEDCL web portal vendor corner, if not created earlier.
10. The bidder shall 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 prefilled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.
 - iii. Submission of EMD through BG: For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in the EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT.

11. General Instructions for Online Payment:

- a. The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment
- b. Status of NEFT/RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- c. In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
- d. 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.

12. Refund/ Settlement of EMD Amount:

- a. For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- b. For successful bid(s), Earnest Money Deposit shall automatically form part of the Security Deposit. Further Security Deposit shall be recovered from progressive bills at the rate of 8% (Eight Percent) of each bill, so that the total Security Deposit, together with the 2% already available through EMD, constitutes not less than 10% (Ten Percent) of the value of work actually executed.
- c. 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.
- d. 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.

13. Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed by the bidder through the website <https://wbttenders.gov.in>. (Details of which has been narrated in 'Instruction to Bidders'). Technical document and financial bid should be submitted online on or before as per the 'Date & Time Schedule' stated in Sl. No.-18

14. Eligibility criteria for participation in tender:

i) TECHNICAL ELIGIBILITY CRITERIA: -

Bona fide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking organizations, Govt. Enterprises etc. who have, successfully completed similar nature of work under the authority of State/Central Government, State/Central Government Undertaking Organizations, Govt. Enterprise, WBSEDCL having following criteria—

1. **Value not less than 80% (eighty percent) of the tendered amount in a single contract during last 3 (Three) years in the jurisdiction of West Bengal State.**
Or
2. **Value not less than 50% (fifty percent) of the tendered amount in two contract (each) during last 3 (Three) years in the jurisdiction of West Bengal State.**
Or
3. **Value not less than 40% (forty percent) of the tendered amount in three contract (each) during last 3 (Three) years in the jurisdiction of West Bengal State.**

ii) COMMERCIAL ELIGIBILITY CRITERIA: -

Annual audited Financial Report for last 3(three) years to be submitted for verification in respect of bidders for whom audit of account is mandatory. For those whose audit of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures **(Form 3CA/ Form 3CB)** for last 3 years. [Non-statutory documents].

****Necessary documentary evidence as detailed herein above shall have to be uploaded by the bidder to ascertain the commercial eligibility criteria.**

iii) Non- Statutory Requirement: -

- a) PAN Card details.
- b) GSTIN registration Certificate.
- c) Current Professional Tax (PT) submission Challan. Application for such Addressed to the competent authority may also be considered.
- d) Company Registration No. (If bidder is company).
- e) EPF Registration Certificate and challan copy for the last month.
- f) E.S.I. registration certificate with last month challan copy (for execution of works in ESI coverage area)
- g) Labour license.
- h) Valid Electrical contractor's license.
- i) **Valid Electrical Supervisory license with validity (6B, 7B & 7C).**
- j) MSME Certificate, if any.
- k) Work order/ L.O.A i.f.o. the Contractor/Agency & completion certificate.
- l) **Performance as prime contractor for execution of similar nature of work within last 3 (Three) years [Turnkey execution would not be accepted].**
- m) Trade License in respect of the prospective Bidder, Proprietorship Firm (Valid Trade License), Partnership Firm (Partnership Deed, Valid Trade License), Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License), Co-operative Society (Society Registration copy, Valid Trade License).
N.B: Any MOU/Temporary Agreement/Joint Ventures/Consortium/ any other arrangement to constitute an Entity having no statutory Registration Certificates (Non-Permanent Establishment) beyond the above-mentioned entities for the purpose of applying as prospective bidder will not be considered as valid document. Electrical contractor's license and Supervisory license with validity
- n) I.T return for last three financial years.
- o) **Documents in support of Credential: Copy of order & Completion Certificate as per NIT requirement.**
- p) Information regarding any past and current litigation with WBSEDCL/WBSETCL/Govt./PSU in which the bidder is involved, the party is concerned and disputed amount, if any.

15. The FINANCIAL OFFER of the prospective bidder will be considered only if the **TECHNICAL BID** of the Bidder is found qualified by the WBSEDCL. The decision of the WBSEDCL will be final and absolute in this respect. The list of qualified bidders of the Technical Bid will be displayed in the website.

16. No mobilization advance and secured advance will be allowed.

17. Bid Validation: Bid shall remain valid for a period not less than 120 (one hundred twenty) days from the next day of opening of the tender. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & condition of the offer. If the bidder modifies/withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of earnest money deposit (EMD).

18. Date and Time Schedule:

Sl No.	Particulars	Date & Time
01.	Date of uploading of NIT and Tender Document (online).[Publishing date]	31.08.2026 at 10:00
02.	Document sell/download start date (online)	31.08.2026 at 12:00
03.	Bid Submission uploaded start (online)	31.08.2026 at 13:00
04.	Pre bid meeting Date	03.09.2026 at 14:00
05.	Bid Submission upload end date (online)	11.09.2026 at 14:00
06.	Earnest Money Deposit end date (Online)	11.09..2026 at 14:00
06.	Date for opening of Technical Bid (online)	15.09.2026 at 15:00
07.	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online)	To be intimated later
08.	Date for opening of Financial Bid (online)	To be intimated later

- **If a Holiday falls on any of the aforesaid scheduled date, then scheduled date shall be considered on next working day.**

19. Specification of Work: The work should confirm to WBSEDCL's general conditions of contract, standard specification, approved drawing of the WBSEDCL satisfying relevant provisions of I.E. rules.

20. Tools & Tackles: You shall be equipped with reliable sets of tools and tackles in sufficient quantities so as to complete the work entrusted with you as expeditiously as possible.

21. Safe Custody of WBSEDCL's Property: You shall be entirely responsible for all the materials issued to you for the works and the executed portion of work till it is officially taken over by the WBSEDCL. It is your responsibility to keep the policy alive throughout the desired period by timely and adequate payment of premium.

22. Penalty for delay in Completion:

If the contractor fails to complete the work successfully within the time specified in the contract or any extension thereof, the company shall recover from the contractor as liquidated damages a sum of 0.143 % of the contract value of works for each calendar day of delay, subject to a maximum of 10% of the contract value of the work.

23. The Bidder at the Bidders own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender. The costs of visiting the site shall be at the Bidders own expense.

24. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the WBSEDCL. The WBSEDCL reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at any stage of Bidding.

25. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in "Instructions to Bidders" stated in Section 6, 7 & 8 before tendering the bids.

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

27. Conditional / Incomplete tender will not be accepted under any circumstances.

28. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.

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

30. The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tender(s) or to split the whole work to more than one contractor without assigning any reason whatsoever.

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

32. The Divisional Manager, Serampore Division, WBSEDCL shall act as Controlling Officer.

33. PAYING AUTHORITY: The Manager (F&A), Serampore Division will be the paying authority.

34. LOSS AND DAMAGE OF MATERIALS: The contractor shall be responsible for safe custody of all materials until the installation is officially taken over by the Company. For any loss including theft/pilferage/damage during the period of transportation, storage, erection, jointing, reinstatement etc. the same shall be made good by the contractor at his own cost and arrangement.

35. The intending Bidder(s) required to quote the rate (on Item Rate Template) inclusive all taxes

and put to tender online considering that no escalation and / or price adjustment will be allowed by the department under any circumstances (exclusive GST).

36. STORAGE CUM ERECTION INSURANCE: "Loss" shall include as theft. In case of any theft, the contractor shall lodge FIR with the Police Station within 24 hours of occurrence of the incidence with intimation to the Site Engineer with copy of the FIR. The contractor shall obtain Insurance Policy for all such materials which shall be issued by the Company for the erection of cable and other installation works from the time of taking over the materials from the Company up to the time of taking over of the completed installation work by the Company. The contractor will obtain Insurance in the name of "WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED" with a General Insurance Company. In the event of any loss/damage or both, the contractor shall lodge claim with the Insurance Company and take necessary measures to realize claim from them on behalf of WBSEDCL. The payment received from the Insurance Company against such loss/theft shall be deposited to WBSEDCL. However, for timely completion of work, the materials may be issued to the contractor by the Company against a receipt of fresh requisition from the contractor on that effect. In spite of the Insurance being made by the contractor, some special security arrangement will have to be ensured by the contractor to prevent theft of Company's property during storage/erection/installation and the cost of such arrangement shall be borne by the contractor. It may be noted neither any materials can be issued by the Company nor the contractor will be allowed to take up the work unless the Insurance coverage obtained. The contractor at his own cost makes adequate arrangement to safeguard the materials. Such arrangement be maintained round the clock along with the entire stretch to eliminate any attempt of damage/pilferage of materials already utilized by them. The damages required to be covered under the Insurance shall include, Fire and allied risk, misc. accidents, (erection risk, workman compensation risk, loss or damage in transit, theft, pilferage etc.) as per project requirement. All cost on account of insurance liabilities covered under the contract will be to contractor's account. It is the responsibility of the contractor to keep the policy alive throughout the desired period and adequate premium should be paid by them time to time. The policy should cover the material and labor cost of the entire contract. The insurance policy has to be handed over to the Ordering Authority before first lot of material is issued to the contractor.

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

NOTE:

1. WBSEDCL reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.
2. WBSEDCL, reserves the right to reject or accept any Bid or part thereof or all Bids received at its sole discretion without assigning any reason(s) whatsoever.
3. WBSEDCL is not necessarily bound to accept the lowest offer.
4. Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
5. Tender submitted after expiry of scheduled date and time shall not be considered.
6. No interest shall be payable for Earnest Money.
7. Any extraneous conditions will be treated as non-responsive.
8. The Bids must be submitted in prescribed proforma only.
9. Formation of any Cartel, may lead to the cancellation of tenders with period measures as necessary and WBSEDCL, reserves the right to take such unilateral decisions without further notice to anyone.
10. Bidders shall ensure that all pre-requisites decisions without fulfilled by them and if there be any dispute regarding non-submission of any documents, WBSEDCL reserves the right to cancel the Bid unilaterally without assigning any reasons whatsoever.
11. The bidder is expected to examine carefully all instruction, conditions, forms, schedules terms, annexure, specifications and drawings of the bidding documents. Bids, which are determined to be not substantially responsive to the requirement of the bidding documents, may lead to rejection.
12. Any further information may be had from the website: www.wbsedcl.in and the Serampore Divisional Office.

Tender Inviting Authority (for WBSEDCL): -

Sd/-
(PRASUN CHOWDHURY)
Divisional Manager
Serampore Division, WBSEDCL

SECTION – A

INSTRUCTION TO BIDDERS

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

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 of West Bengal, through logging onto <http://www.wbtenders.gov.in> (the web portal) the contractor is to click on the link for e-Tendering site as given on the web portal.

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 Clause-2 of Instruction to Bidder. DSC is given as a USB e-Token.

3. Downloading of Tender documents: The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once 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. Language of Bid: All documents relating to the bid shall be in the English language.

5. Participation in more than one work: A prospective bidder shall be allowed to participate in the job individual. If found to have applied severally in a single job all his applications will be rejected for that job.

6. Submission of Tenders: Tenders are to be submitted through online to the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Form an integral part of the contract. Tenderers are required to upload all the tender documents, as asked for in the tender, through the above website within the stipulated date and time as given in Tender. **Tenders are to be submitted in two folders -One in Technical Proposal and other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format(PDF) to the portal in the designated locations of Technical Bid.**

The bidder need to download the Forms/Annexure, fill up the particulars in the designated Cell and upload the same in the designated location of the Technical Bid. He needs to download the BOQ, fill up the rates of the 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). Tenderers should take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

7. Technical proposal:

The Technical proposal should contain scanned copies of following documents: -

1) Non Statutory / Technical Document Cover File Containing:

- a) PAN Card details.
- b) GSTIN registration Certificate.
- c) Current Professional Tax (PT) submission Challan. Application for such Addressed to the competent authority may also be considered.
- d) Company Registration No. (If bidder is company).
- e) EPF Registration Certificate and challan copy for the last month.
- f) E.S.I. registration certificate with last month challan copy (for execution of works in ESI coverage area)
- g) Labour license.

- h) Valid Electrical contractor's license.
 - i) **Valid Electrical Supervisory license with validity (6B, 7B & 7C).**
 - j) MSME Certificate, if any.
 - k) Work order/ L.O.A i.f.o. the Contractor/Agency & completion certificate
 - l) **Performance as prime contractor for execution of similar nature of work within last 3 (Three) years [Turnkey execution would not be accepted].**
 - m) Trade License in respect of the prospective Bidder, Proprietorship Firm (Valid Trade License), Partnership Firm (Partnership Deed, Valid Trade License), Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License), Co-operative Society (Society Registration copy, Valid Trade License).
- N.B:** Any MOU/Temporary Agreement/Joint Ventures/Consortium/ any other arrangement to constitute an Entity having no statutory Registration Certificates (Non-Permanent Establishment) beyond the above-mentioned entities for the purpose of applying as prospective bidder will not be considered as valid document. Electrical contractor's license and Supervisory license with validity
- n) Information regarding any past and current litigation with WBSEDCL/WBSETCL/Govt./PSU in which the bidder is involved, the party is concerned and disputed amount, if any.

2) Financial Proposal:

Annual turnover for a period of the last three financial years.

3) Credential:

1. **Value not less than 80% (eighty percent) of the tendered amount in a single contract during last 3 (Three) years in the jurisdiction of West Bengal State.**
Or
2. **Value not less than 50% (fifty percent) of the tendered amount in two contract (each) during last 3 (Three) years in the jurisdiction of West Bengal State.**
Or
3. **Value not less than 40% (forty percent) of the tendered amount in three contract (each) during last 3 (Three) years in the jurisdiction of West Bengal State.**

8. Financial Proposal:

The financial proposal should contain the following documents in one cover (folder).

Bill of Quantities (BOQ):

The bidder is to quote the rate in 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 and digitally signed by the bidder).

Sl. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	a) PAN Card details. b) GSTIN registration No., GSTIN, HSN Code & SAC Code c) Current Professional Tax (PT) submission Challan. Application for such Addressed to the competent authority may also be considered. Tax Paid Certificate d) Company Registration No. (If bidder is company). e) EPF registration certificate with challan copy of last month. f) E.S.I Registration with challan copy of last month. g) Labour license. h) Valid Electrical Contractor's License with validity. i) Valid Electrical Supervisor's License for UG Cable laying work upto 33KV (6B, 7B & 7C).

			j) MSME Certificate, if any.
02.	Company Detail(s)	Company Detail	Trade License in respect of the prospective Bidder, Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License) Ltd Company (Incorporation certificate, Trade License)
03.	Credentials	Credential	Satisfactorily completed at least one similar nature of work under the authority of State/Central Government, State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government of executed value not less than 1. Value not less than 80% (eighty percent) of the tendered amount in a single contract during last 3 (Three) years in the jurisdiction of West Bengal State. - Or 2. Value not less than 50% (fifty percent) of the tendered amount in two contract (each) during last 3 (Three) years in the jurisdiction of West Bengal State. - Or 3. Value not less than 40% (forty percent) of the tendered amount in three contract (each) during last 3 (Three) years in the jurisdiction of West Bengal State AND 1. Performance as prime contractor for execution of similar Nature of work within last 3 (Three) years [<u>Turnkey execution would not be accepted</u>]. Documents of Credential (in the form of work completion certificates or payment certificates or purchase order against agency).
04.	Financial Information	Financial Information	i) Copy of IT returns for last 3 financial years. ii) Annual Audited Financial Report for last 3 years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whose Audits of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA/ Form 3CB) for last 3 years. [Non-statutory documents]. iii) In case documents certifying credit facility from a scheduled bank is submitted, the requirement shall be judged by adding available credit facility and working Capital taken together.

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 bidder shall have to go through all the "Annexure" enclosed in this bid document and submit the filled in proforma of the appropriate/relevant annexure with the bid document putting the signature with seal of the Company before uploading the tender viz. **Annexure - II (Declaration of the bidder), Annexure - VI (CERTIFICATE REGARDING SUMMARY STATEMENT OF YEARLY TURNOVER), Annexure - VII (STATEMENT OF ORDERS EXECUTED DURING LAST THREE FINANCIAL YEARS) , Annexure-IX (Declaration of not being blacklisted / Debarred /Put on**

Holiday list) , Annexure-X (Self-declaration by Proprietor of the Bidding Company for not being blacklisted debarred /Put On Holiday list) , Annexure-XI (Declaration regarding no litigation against WBSEDCL) , Annexure-XII (PROFORMA FOR UNDERTAKING TO BE-SUBMITTED BY THE BIDDER) , Annexure-XIII (LETTER HEAD OF BIDDER ASENROLLED ONLINEON e-Tendering PORTAL OF NIC) , PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES (TO BE GIVEN BY BANKER OF BIDDER) & PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE / SECURITY

- Price bid should contain the priced “Bill of Quantities” (BOQ) in one cover (folder). Bidder is to quote the rate on ‘Item rate template’ in BOQ.
- No deviation in specification of works will be allowed.

- 9) **COST OF BIDDING:** The Bidder shall bear all cost associated with the preparation and submission of their bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process

CLARIFICATION OF BIDDING DOCUMENT: Should there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBSEDCL, marked to the Serampore Divisional Office, WBSEDCL:

12, G.T Road, Nistarini Market, Sheoraphuli, Dist. Hooghly, pin 712223 within the date specified for this purpose. The clarification given in the pre-bid discussion shall be final and binding on the bidder.

10) BID PRICES:

- a. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against this contract.
- b. Prices indicated in the schedule of prices deemed to ‘**Without Tax**’ but include all the levies/duties/taxes/cess & all other incidentals payable as per statute. GST shall be paid extra as per statute.

11) PROCESS TO BE CONFIDENTIAL:

After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.

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

- 13) **Validity of Bids:** Price bid of the tender shall be opened after opening of “Techno- Commercial Bid & EMD”. Bids shall remain **valid for a period of 120 days** from the next day of opening of the tender.

14) Condition and Incomplete Tender:

Conditional and incomplete tenders are liable to summary rejection

15) Earnest Money Deposit (EMD):

- a) Amount of earnest money deposit shall be 2.0% of the pro-rata estimated value of the Item-wise offered quantity specified in the NIT.
- b) Earnest Money shall be paid as mentioned before in details.
- c) Tenderer shall not claim any interest on Earnest Money Deposit.
- d) Earnest Money will be refunded as per **Clause 12** of Terms & condition of the Tender Notice of this NIT.
- e) Earnest Money submitted shall be liable to forfeiture in case of: -
- Revocation of the bid or alteration in quoted rates in Price Bid or any change in the terms and condition of the bid after its opening without being asked by the Tender Inviting Authority.
 - If the successful tenderers fail to accept Purchase Order/LOI issued within their offered validity period.
 - For failure to submit specified Security Deposit within time limit indicated in the PO/LOI.

iv. If any cartel is formed by the tenderers in their quotation

16) Opening & Evaluation of Tender:

1) Opening & Evaluation of Tender:

- i. Technical proposals will be opened by **the Divisional Manager, WBSEDCL, 12, G.T. Road, Nistarini Market, Sheoraphuli, Dist. Hooghly, Pin. 712223**, and his authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).
- ii. Technical proposals for those tenderers whose EMD have been received/payment successfully received through Net Banking/RTGS/NEFT as described before will only be opened. If the offer is submitted with inadequate Earnest Money, the bid will not be opened.
- iii. Intending tenderers may remain present if they so desire.
- iv. Summary list of technically qualified tenderers will be uploaded online
- v. Pursuant to scrutiny & decision of the Department, the list of eligible tenderers will be uploaded in the web portal.

2) Techno-commercial Evaluation of Tender:

- vi. While evaluation, the Tender Inviting Authority or his authorized representative may summon of the tenderers and seek clarification/information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will be liable for rejection.
- vii. The summary list of tenderers, whose bids will be found techno-commercially eligible, will be uploaded in the web portal. Date of opening of financial bid will be intimated to the techno-commercially qualified tenderers.

3) Opening and evaluation of Financial Proposal:

- i. Financial proposals of the tenderers declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the prescribed format.
- ii. The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
- iii. After opening of the financial proposal the preliminary summary result containing inter-alia, name of bidders and the rates quoted by them will be uploaded.
- iv. The tender Accepting Authority may ask any of the tenderers to submit analysis to justify the rate quoted by that tenderer.

17) PRE BID MEETING:

- a. A pre bid meeting shall be arranged by WBSEDCL in which all the bidders will be requested to attend.
- b. If there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder may submit their queries to the tendering authority before specified date. Any change in date shall be intimated to the bidders through e-mail or fax, telephone.
- c. Nonattendance at the pre-bid discussion will not be a cause for disqualification of bidders.
- d. The clarification given in the pre bid discussion shall be final and binding on the bidder, being a part of the original Bid Document.
- e. Pre-bid proceedings, if any, shall be circulated among all bidder by email.

18) BID WITHDRAWAL/ MODIFICATION:

The bidder may modify or withdraw his bid after submission but within the deadline of bid submission, provided written notice of the modification/withdrawal is received by WBSEDCL prior to the deadline for bid submission. No bid shall be modified/ withdrawn after the deadline of bid submission.

Modification /withdrawal of bid by any bidder after the deadline of bid submission shall result into forfeiture of EMD.

19) PROCESS TO BE CONFIDENTIAL:

- a. After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- b. Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.
- c. Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anymore.

20) ACCEPTANCE OF THE TENDER:

Lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tender, for valid reason.

21) CORRECTION OF ERRORS:

- i. If there be a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and total price shall be corrected.
- ii. If there be a discrepancy in figure and word the total amount stated in word shall prevail.

22) CORRESPONDENCE: Any notice to the contractor under terms of the contract shall be served by register mail or by hand at the contractor's principal place of business. Any notice to the owner shall be served at the owner's principal office in the same manner.

23) Rate: - The rate should be quoted inclusive of delivery charges but excluding GST. The rate is Firm for entire delivery period. No escalation of rate, if any, may be considered except in the event of any new taxes / levies making into force due to Govt. Legislation/notification or by any of the statutory body, the same will become applicable to the concerned party from the effective date.

24) No price preference will be allowed to any tenderer based on the size of the industries or its geographic location. Co-operative Society will not be considered with separate status.

25) Payment on submission of bill after completion of delivery would be made by concerned authority. Bill in triplicate along with Job completion certificate, guarantee certificate, signed challan copy (if applicable), SRV (if applicable), E-Way bill (if applicable) to be submitted in mentioning in each the GST registration number and HSN / SAC Code along with the items to the Divisional Manager, Serampore Division for payment by the **Manager (F&A), Serampore Division** in due course.

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

27) Any further information may be had from the website: www.wbsedcl.in, <https://wbtennders.gov.in> and the following office time to time.

28) LAWS GOVERNING CONTRACT: The contract shall be construed according to acts/laws in force in the country and shall be under the jurisdiction of Calcutta High Court.

29) LANGUAGE AND MEASURES: All documents pertain to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions, drawings or any other writings be written in English language. The metric system of measurement shall be used exclusively in this contract.

30) RESPONSIBILITY OF BIDDERS:

- a) WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interruption or deductions the bidder may derive from the data furnished by the WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.
- b) It shall be the responsibility of the bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this contract including in particular all factors that may affect the cost, duration and execution of the works. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid.
- c) Claim, whatsoever, including those for financial adjustment to the contract awarded under these specifications and documents will not be entertained by the purchaser. Neither any change in time schedule of contract nor any financial adjustments arising thereof shall be permitted by the purchaser, which are based on the back of such clear information of its effect on the cost of the contract to the bidder.
- d) The bidder is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, specifications and drawings in the bidding document. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.

31) Cost of Bidding: -

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. 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.

32) Clarification of Bidding Documents: -

If the prospective Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation /clarification, to the Owner in triplicate at least one day before pre-bid discussion. The Owner then will issue interpretation/clarification as he may think fit in writing. After receipt of such interpretation and clarification, the Bidder may submit his Bid but within the time and date as specified in the Invitation for Bids. All such interpretations and clarifications shall form a part of the Bidding Documents and shall accompany the Bidder's proposal. The Owner will respond in writing to any request for such clarification of the Bidding Documents. Written copies of the Owner's response (including an explanation of the query but without identifying its source will be sent to all other prospective bidders who received the Bidding

Document.

33) AMENDMENT OF BIDDING DOCUMENTS:

- a) Before the deadline for submission of bids, the Owner may modify the bidding documents by issuing addenda.
- b) Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable / fax / e-mail to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable / fax / e-mail to the Owner.
- c) To give prospective bidder reasonable time in which to take an addendum into account in preparing their bids, the Owner shall extend as necessary the deadline for submission of bids.

34) Documents Constituting the Bid: -

The bid to be prepared and submitted by the bidders shall comprise the following documents: -

- a) Bid Security
- b) Documentary evidence in support of Qualification Requirement
- c) Price schedule with Techno-Commercial bid
- d) Any other documents required to be submitted in accordance with the instructions to the bidders
- e) Bid documents with corrigendum/amendments, if any.

35) Bid Prices:

- a) The bidder shall quote their price in the appropriate format in percentage excess/at par/ less the estimated price.
- b) The quoted Price shall be firm. There will be no price adjustment. The Price shall be in INR.
- c) The Price indicated in Price Schedule (BOQ) is deemed to include all levies/duties/taxes etc. & all other incidentals payable as per statute. Goods & Service Tax (GST) is payable extra as per statute.

36) DUTIES AND TAXES:

- a) As regards the Income Tax, surcharge/cess on Income Tax and other corporate taxes, the bidder shall be responsible for such payment to the concerned authorities for his part. If such taxes are required statutorily to be deducted at source under the contract, the owner shall be entitled to deduct the same.
- b) All other duties/levies payable for NIT (excluding Goods & Service Tax) shall be included by the bidder in his bid price and no claim in this behalf will be entertained by WBSEDCL. Goods & Service Tax (GST) shall be paid as per prevailing statute. The rates quoted by the bidders shall be considered for evaluation purpose. In case, the rates quoted by the bidder are higher than the prevailing rates, the prevailing rate shall be considered as the rates at the time of awarding the contract to the L1 bidder. The rates shall be specifically indicated on the Price Schedule.
- c) Statutory Variation: Statutory variation, if any declared by the Govt. or any statutory authority would be considered for Goods & Service Tax (GST) only while executing the contract. If there is any increase/decrease in the rates of taxes for Goods & Service Tax (GST), that should be applicable/considered for payment purpose. However, if any, new Tax, Duties, Levies etc. are imposed/introduced subsequently by the Government, that shall be fully on your account and that will be borne by you and WBSEDCL will not bear any extra cost for it.
- d) The Contractor should take Third Party Insurance cover and Workmen's Compensation Insurance cover of the adequate value.

37) TIME SCHEDULE:

- a) **The completion time would be 60 days from the date of handing over the site and supply of major materials.**
- b) The basic consideration and the essence of the contract shall be strict adherence to the time schedule for performing the specified works.
- c) The Owner reserves the right to request for a change in the work schedule during post-bid discussion with successful bidder.

38) Bid shall remain valid for a period not less than 120 (one hundred twenty) days from the next day of opening of the tender. Bidder shall have to extend the bid validity beyond the above stipulation, if required, on demand by WBSEDCL. In exceptional circumstances, prior to expiry of the original time limit, the WBSEDCL may request that the bidders may extend the period of validity for a specified additional period.

39) DEADLINE FOR SUBMISSION OF THE BIDS:

- a) Bids must be received by the Owner at the address specified above not later than the specified hours and date as stated in NIT.
- b) The owner may extend the deadline for submission of bids by issuing an amendment of NIT through display in web portal or suitable written communication, in which case all rights and obligations of the owner and the bidder set previously subject to the original deadline will then be subject to the new deadline.

40) LATE BIDS:

- a) No Bid will be received after the Dead Line for submission of Bids.
- b) **MODIFICATION AND WITHDRAWAL OF BIDS:**
- c) Bidders may modify or withdraw their bids by giving notice in writing/ online before the deadline of prescribed bid submission.
- d) No bid may be modified after the deadline for submission of Bids.
- e) Opening of Bid: - Opening of Bid shall be as per clause 5 as noted above.

41) EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

The Owner will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

42) ARITHMETICAL ERRORS WILL BE RECTIFIED ON THE FOLLOWING BASIS:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in **words** will prevail. If the Bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of Bid guarantee will be forfeited.

The Bidder should ensure that the prices furnished in various Price Schedules are consistent with each other. In the case of any inconsistency in the prices furnished in the specified price schedules as identified in Bid Form or for items not quoted, the Owner shall be entitled to consider the highest unit price of that item as quoted by any of the bidders in the package for the purpose of evaluation. For the purpose of award of the Contract the lowest of the lump sum prices in these schedules will be considered.

43) EVALUATION AND COMPARISON OF BIDS:

- a) Bid Security will be examined; any deviation in conformity of the terms of NIT with the requirement, the bid will be liable for rejection without opening of any further documents of the bidder.
- b) Techno-Commercial evaluation of the bidder as per terms of NIT will be examined; any deviation in conformity of the terms of NIT with the requirement, the bid will be liable for rejection.
- c) On examination of the documents submitted under different folders in web portal, WBSedCL will evaluate and compare the bids, determined to be substantially responsive at each step.
- d) Financial Bid of the Techno-Commercially qualified bidders only will be considered for opening.
- e) Evaluated total bid amount of all the responsive & eligible/ Techno-Commercially qualified bidders shall be compared among themselves to determine the lowest evaluated Bid and, as a result of this comparison; the lowest Bid will be selected for award of the Contract.
- f) The bids shall be evaluated on the basis of total amount for the entire scope of work.
- g) Conditional rebate, if any, offered by any bidder shall not be considered in bid evaluation.
- h) If any bidders fail 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 bidders and action as deemed fit shall be taken by the concerned authority as per rule.

44) AWARD OF CONTRACT CRITERIA:

- a) **OWNER'S RIGHT TO ACCEPT ANY BID OR TO REJECT ANY OR ALL BIDS WITHOUT ASSIGNING ANY REASONS WHATSOEVER.**
- b) Notwithstanding, the Owner reserves the right to accept or reject any Bid, and to cancel the Bidding process 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 grounds for the Owner's action.

- c) The employer reserves right to vary the quantity of any work or delete any item of work at the time of Award of Contract and during the period of Contract.
- d) The mode of contracting with the successful bidder will be for providing all services i.e. inland transportation for delivery at site, insurance, unloading, storage, handling at site, installation, testing and commissioning including performance testing i.r.o all the equipment supplied by WBSEDCL and any other services specified in the Contract.

45) Notification of Award: -

Prior to expiration of Bid validity, the Employer shall notify to the successful bidder in writing the Letter of Award. The bidder shall provide unconditional acceptance of LOA within one week. Bidder will also submit Project Execution Plan, Contract Agreement, Indemnity Bond and Performance Security **within two weeks** from the date of LOA, which will constitute formation of the Contract.

Failure of the successful bidder to comply with the requirement of acceptance of LOA, Signing of Contract Agreement, Submission of Project Execution Plan, Indemnity Bond and Performance Security as per requirement, shall constitute sufficient ground for the annulment of the Award and forfeiture of Bid security.

46) CORRUPT OR FRAUDULENT PRACTICES:

Owner expects that Bidders/Suppliers/Contractors observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the Owner:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
 - ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.
- b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- c) Will declare a firm ineligible, either indefinitely or for a stated period of time, if Owner any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.

47) INSURANCE: -

The successful bidder on awarding of Contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law in force to protect the interest of WBSEDCL against all perils. The form & the limit of such insurance together with underwriting in each case shall be the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be contractors alone.

48) CORRECTNESS AND SUFFICIENCY OF RATES QUOTED IN THE TENDER:

The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of works. The rates and price quoted shall cover all obligation of the bidder under the contract and all materials, labour etc. necessary for proper completion and maintenance of the work.

49) PENALTY FOR SUPPRESSION / DISTORTION OF FACTS: -

If any Bidder fails to produce the original hard copies of the documents (**especially Completion Certificates and audited balance sheets**), or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tender committee will take actions deem fit against such defaulting Bidder.

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

50) AWARD OF CONTRACT:

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

e) AMENDMENT OF BIDDING DOCUMENTS:

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

SECTION – B

GENERAL CONDITIONS OF CONTRACT: -

DEFINITION OF TERMS: In writing these General Conditions of Contract, Specification and Bill of quantity/bidding schedule (schedule of work) the following words shall have normally the meanings here-in-after indicated unless there is something in the subject matter of content inconsistent with such construction. The **Company / purchaser / Owner / Department** shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD, having its Office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata-700091. The **Engineer-in-Charge/Controlling Officer** shall mean the Engineer designated by the Company for the purpose of this contract. **Company's representative** shall mean any person or persons of consulting firm appointed and remunerated by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope.

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

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

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

General conditions shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto. The terms **Services** shall mean all works to be undertaken by the contractor as laid down under the head "scope of contract" or elsewhere in the specification enclosed. When the words "approved", "subject to Approval", "As directed", "Accepted", "Permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.

Month shall mean calendar month.

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

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

"Date of Contract" shall mean the date on which notification of award of contract/letter of award has been issued.

"Zero Date" will be reckoned as the date of handing over the site.

1. SCOPE OF WORK:

- a. Micro-Tunnelling work with laying of 160mm Dia HDPE pipe with laying of U.G cable including supply of HDPE pipe.
- b. Laying of 33KV 400sqmm 3core XLPE Cable.
- c. Supply & Fixing of G.I Pipe.
- d. Making & Fixing of End Termination Joint of XLPE 400sqmm 3core.
- e. Making & Fixing of st through Joint of XLPE 400 sqmm 3core.
- f. Supply & delivery of RAYCHEM / 3M / POLYCAB make Jointing KIT 400sqmm 33KV (Outdoor Type).
- g. Supply & delivery of RAYCHEM / 3M / POLYCAB make Jointing Kit 33KV STRAIGHT THROUGH HEAT SHRINK JOINT FOR 3X400 SMM XLPE CABLE.

2. **SUBMISSION OF TENDER:** Please refer to sl. No6 of Instruction to Bidders.

3. **PERFORMANCE BOND/SECURITY DEPOSIT:** It is applicable for successful bidder. Earnest Money Deposit shall automatically form part of the Security Deposit. Further Security Deposit shall be recovered from progressive bills at the rate of 8% (Eight Percent) of each bill, so that the total Security Deposit, together with the 2% already available through EMD, constitutes not less than 10% (Ten Percent) of the value of work actually executed. The Security Deposit shall be refunded after expiry of the maintenance period of twelve (12) months from the date of completion of the work. The defect liability period shall be counted from the date of completion of the job or charging of the line, whichever is later.

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

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

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

The Bank Guarantee shall be executed in accordance with the prescribed proforma and on a non-judicial stamp paper of Rs.100/-.

The Security Deposit shall be liable to forfeiture in the event of non-compliance with the terms of the Purchase Order or failure to execute the Purchase Order satisfactorily. The Purchase Order may be cancelled for non-submission of the Security Deposit within the stipulated time, with forfeiture of the Earnest Money Deposit.

No claim for interest on the Security Deposit shall be entertained by WBSEDCL.

4. **Refund of Performance Bond / Security Deposit:** Refund of Security deposit shall be subject to Company's right to deduct/appropriate its dues against the contractor under this contract or any other contract. The Security Deposit for all type of bids shall be released only after satisfactory expiry of the defect liability period.
5. **FORFEITURE OF EARNEST MONEY/ BID GURANTEE for Successful Bidder:** Earnest money/Bid guarantee shall be forfeited in case of following:
- I. If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.
 - II. If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
 - III. In case of successful bidder fail to accept LOI/Order unconditionally.

6. DEFECT LIABILITY PERIOD

- I. The term “defect liability period” shall mean the period of twelve (12) 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/replace the materials at their own cost and responsibility.
- II. Defects/rectification work so notified shall have to be attended and completed satisfactorily within the specified date or as deemed fit by the Controlling Officer. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by Security Deposit submitted by the contractor.
- III. 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 will recommend release of security deposit.

7. MANNER OF EXECUTION OF CONTRACT AGREEMENT

The successful bidder has to submit acceptance of the LOI/order within 5(five) days from the date of issue of the Letter of Intent/order.

8. GENERAL REQUIREMENT

- a. **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.
- b. **Cost of Bidding:** 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.
- c. **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 quoted by them 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.

- d. Contractor shall execute, complete and maintain the works as per direction of the **Controlling Officer / Engineer-in-Charge** of the works or his representatives. The testing should be done by agency to own arrangement before charging of UG cable line after completion of work.
- e. **Contractor to submit program:** Within 14 (Fourteen) days from the date of issue of PO/ Execution order the Contractor shall submit a program showing the order, procedure and method in which he proposes to carry out the work.
- f. **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 is to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on behalf of the contractor) directions and instructions from the controlling Officer / Engineer or his representative.
- g. **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.
- h. **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.
- i. **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.
- j. **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 because 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.
- k. **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.
- l. **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.
- m. **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.
- n. **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.
- o. **Compliance of Labour Laws:**

The Contractor shall comply all statutory Labor Laws to protect the laborers engaged by them.
- p. **Night and Holiday Work:**

None of the permanent work related to contract shall be carried out during night or Sunday or on other holiday without permission in writing of the Engineer-in-charge.
- q. **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.
- r. **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:

12.1. The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract. The rates of all supplementary items shall be also derived from earlier issued Purchase order of WBSEDCL if available.

12.2. When Cl. No. 12.1 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.

9. Terms of Payment:

- i) 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 Measurement Book (MB) as prescribed by the company, so that a complete record is obtained of all works performed under the contract and the value of work carried out can be ascertained and determined there from.
- ii) Measurement shall be taken jointly by the Supervising Officer or his authorised representative and by the contractor or his authorised representative. Every measurement thus taken shall be signed and dated by both the parties. In absence of Contractor or his representative, measurement taken by WBSEDCL Engineer or his representative shall be taken to be correct & final. The contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection and measurement of work at his own cost.
- iii) Progressive R/A bills, against the prayer of the contractor, for an amount of minimum 20% (twenty percent) upto 80% (eighty) of the ordered value as deemed justified by the Controlling Officer shall be released against certification of the Controlling Officer after the deducting the amount as may be applicable as per contract & statutory rules of the country. The bill shall be released within 45 (forty-five) days of its submission if all formalities as per terms of contract is maintained. The final 20% bill shall be released on completion of the work in all respect and fulfilment of all contractual obligations by the contractor.
- iv) If it is obligatory under the provision of Income Tax Act 1961 and Goods & Service Tax (GST) Act and subsequent amendments to deduct tax at source, then the same will be deducted from the bills as applicable. The Contractor is required to follow the Building and other Construction Worker's Welfare Act, 1996. Registration of his establishment under section-7 of the Building and other Construction Worker's (Regulation and condition of Service) Act, 1996 is to be made after the contract is awarded. 1% cess towards BOCWW Act, 1996 will be deducted from its total amount of each bill. For these deductions certificate will be issued as per rules.
- v) The company reserves the right to recover /enforce recovery of any overpayments detected after payment as a result of post payment or audit or technical examination or by other means. The amount of such over payment may be recovered from the subsequent bills, under the contract, failing that from contractors claim under any other contract with the company or from the contractors (Performance) security deposit or from the amount retained or the contractor shall pay the amount of overpayment on demand immediately.
- vi) **The Manager (F&A), Serampore Division will be the paying authority of the work.**

10. Completion of Contract:

All work under the contract must be completed by period of completion mentioned in NIT while portions of work as per program settled in consultation with the controlling officer shall be completed by the date stipulated in the said program. 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 payment of liquidated damages, the WBSEDCL 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 WBSEDCL on that account. Any letter in writing by the Controlling Officer shall be treated as conclusive on behalf of the WBSEDCL.

11. 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 during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects and at its cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect.

If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities

caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor.

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.

At the end of the Defect Liability Period, the Contractor's liability ceases except for latent defects. The Contractor's liability for latent defects warranty shall be limited to period of three (3) years from the end of Defect Liability Period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Defect Liability Period, but later." However, Contractor shall have to submit an Indemnity Bond for Latent Defect liability period.

12. 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.

13. Drawings:

The works shall be carried out as per the instructions and to the satisfaction of the Engineer in accordance with the signed drawings, the specifications and schedule of quantities and also as per any further drawings which may be supplied, all instructions which may be given by the Engineer-in-Charge from time to time.

14. 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.

15. 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.

16. Liquidated Damage:

If the Contractor shall fail to complete the works within the time prescribed herein or extended time for completion, then the Contractor shall pay to the WBSEDCL a sum amounting to 0.143 % of the value of the work of the particular contract and/or beyond the stipulated period for each day of delay, subject to a maximum of to a maximum of 10% (ten percent) of the total contract price. The WBSEDCL may, without prejudice to any, other method of recovery deducts 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.

17. Default Risk:

In the event of the contractor's inability/non-response to accept and take up the work as per the order & contract agreement, the Owner reserves the right to terminate the contract with forfeiture of EMD along with Contract Performance Guarantee and deploy any separate agency to complete residual portion of this contract. If the contract is terminated in the above manner, the Contractor shall have no claim for compensation against the Owner. the Owner shall have the right to engage any other Contractor to complete the work and any extra cost incurred by the Owner to the get the work completed in all respect will be realized from the pending bill(s) and/or EMD and/or Retention Money and/or Security Deposit and/or any Bank Guarantee(s) of the original Contractor for this contract or any other contract under WBSEDCL.

18. Company's Right to Terminate Contract:

- a. If the contractor fails to start the work within a month from the date of issue of Letter of Intent / Work Order, the 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.
- b. 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-party 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.

19. Quality of Work / Material and Mode of Measurement:

As regards specification of materials, execution of work and the mode of measurement relevant stipulation of WBSEDCL in this respect will be applicable. The contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing and measurement of work at his own cost.

20. Materials:

The materials of XLPE Cable for this work will be supplied by WBSEDCL from our nearest site store at Serampore Divisional Store, Rishra Power House (220 KV Sub-Station), Simla Mallikpara - 712203(W.B).

The WBSEDCL will have right to test any material(s) at any moment, if found necessary. In that case the contractor will be liable to take appropriate actions, which include the cost of testing and other incidentals. Authenticated document for confirmation of quality of material, purchased by the contractor, shall have to be submitted on demand by the Engineer-in-charge.

N.B.: - Scope of work & Material specification have been described in “GENERAL CONDITIONS OF CONTRACT” in Section 1 before tendering the bids.

21. Insurance:

The bidder on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law in force to protect the interests of WBSEDCL against all perils. The form & the limit of such insurance together with underwriting in each case shall be acceptable to WBSEDCL. However, irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be contractor's alone.

22. Safe custody of WBSEDCL materials and executed works:

You shall be entirely responsible for all the materials issued to you for the works and the executed portion of the work till it is officially taken over by the WBSEDCL. **The working site till handed over to WBSEDCL to be clearly demarcated (Through temporary fencing / Danger Tape) and execution of works to be cautioned before pedestrians & vehicles by using Caution Boards.**

It is your responsibility to keep the policy alive throughout the desired period by timely and adequate payment of the premium. The insurance policy should cover towards materials. If the amount of contract is modified subsequently the Insurance coverage should also be modified accordingly.

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

It is obligatory under the provision of Income Tax Act 1961 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 BOCWC Act, 1996 will be deducted from its total amount of each bill. For these deductions certificate will be issued as per rules.

24. 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 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.

25. 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 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.

26. 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 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.

27. 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.

28. 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.

29. 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. Completion time will be considered after WBSEDCL supply of major materials.

30. 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.

31. Safety Rules:

The bidder shall also provide necessary fencing and lights to protect the public 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.

When the work is done near any place where there is risk of drowning, all necessary equipment's 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.

32. 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.

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33. 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 Proforma, 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 penalty by way of suspension of work and termination of contract. Adequate arrangement for proper lighting & guarding shall be made at the work site.

34. i) **Controlling Officer:** The Divisional Manager, Serampore Division Office.

ii) **Nodal Officer:** The Manager (HR&A), Serampore Division Office.

iii) **Supervising Officer:** The DE (Tech), Serampore Division Office

iv) **Payment Disbursing Officer:** Manager (F&A), Serampore Division Office.

35. Miscellaneous:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. The Contractor shall strictly follow the construction safety rules, regulations and instructions issued from time to time. In absence of any particular reference the Contractor shall refer to the Indian Standard and also the State Government rules and regulations.
- f. 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 in case they are damaged, rebuild / divert them at his own cost.
- g. 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.
- h. The Contractor shall provide all necessary storage at the site in specified areas for all materials such as timber, cement, lime and such other 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.
- i. All works are to be carried out with due regard to the convenience of the occupants of the premises or road users and with close coordination with other Contractors who may be working 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 sewerage system and existing other structures.
- j. 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.
- k. Any services if affected by the work must be restored by the Contractor on emergency basis at his own cost.
- l. After completion of work, the finishes shall be of high quality and approved standard.
- m. No omission or ambiguities in the drawing or in the specifications will relieve the contractor from responsibility for material or completeness of the work.

36. The Tie Bid:

The following procedure should be adopted when there is a tie among the L1 bidders: -

1. Keeping the discovered L1 rate as ceiling, sealed bids may be invited from all the L1 bidders and out of those the lowest one may be selected.
2. If none of the bidders is ready to offer further reduced rates: -
 - For items divisible in nature: -
 - The work may be distributed equally among the consenting L1 bidders.
 - If none of the L1 bidders is ready to accept reduced quantity, the bidder with higher credential based on the following parameters, may be selected among L1 bidders in the following manner:
 - In case of supply of goods, last three years' average turnover of the bidder shall be considered.
 - In case of execution of work/supply of service, value of single work/service of similar nature completed during the last three (03) years shall be considered.
 - In case of supply of Manpower, number of personnel supplied in a single contract during the last three (03) years shall be considered.
 - **For items divisible in nature: -**

If none of the bidders is ready to offer further reduced rates, the bidder with higher credential based on the parameters as mentioned above may be selected among L1 bidders

Tender Inviting Authority (for WBSEDCL): -

Sd/-

(PRASUN CHOWDHURY)
Divisional Manager,
Serampore Division, WBSEDCL

Enclosure:

1. Annexure – II. Declaration of the bidder
2. Annexure – VI. CERTIFICATE REGARDING SUMMARY STATEMENT OF YEARLY TURNOVER
3. Annexure – VII. STATEMENT OF ORDERS EXECUTED DURING LAST THREE FINANCIAL YEARS
4. Annexure-IX. Declaration of not being blacklisted / debarred /Put on Holiday list.
5. Annexure-X. Self-declaration by Proprietor of the Bidding Company for not being blacklisted debarred /Put On Holiday list.
6. Annexure-XI. Declaration regarding no litigation against WBSEDCL.
7. Annexure-XII. PROFORMA FOR UNDERTAKING TO BE-SUBMITTED BY THE BIDDER.
8. Annexure-XIII. LETTER HEAD OF BIDDER AS ENROLLED ONLINE ON e-Tendering PORTAL OF NIC.
9. PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES (TO BE GIVEN BY BANKER OF BIDDER).
10. PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE / SECURITY.

Memo No. SRPD/e-Tender/38/26-27/03/1188(i-vii)

Date: 20.08.2026

Copy forwarded to kind information:

1. The Zonal Manager, Burdwan Zone, WBSEDCL
2. The Regional Manager, Hooghly Region, WBSEDCL.
3. The Manager (F&A), Serampore Division, WBSEDCL.
4. The Manager (HR & A), Serampore Division, WBSEDCL.
5. The D.E (Tech- I/II), Serampore Division, WBSEDCL.
6. Notice Board.



(PRASUN CHOWDHURY)
Divisional Manager,
Serampore Division, WBSEDCL

SECTION-C
ANNEXURES

Form-II

(On the Bidder's Letterhead)

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 condition all other factors which may affect/influence my/our tender. I/we have also carefully gone through the tender condition & specification of work and the following document.

- a. Drawing, sketches etc. related with the work.
- b. General conditions of contract and standard specification for Electric works of the Board.
- c. Special terms & condition of contract of this work, if any.

My/our tender is submitted taking into consideration all the factor which my effect/influence the work and if the same is accepted by the Company. I/we shall follow all condition 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 **120 days form the next day of opening of the tender**. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & condition of the offer.

(Bidders Signature & Name with Seal)

Form-VI

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 favor of for the three consecutive years or for such period since inception of the Firm, if it was set in less than such three year's period.

Sl No.	FINANCE YEAR	TURN OVER (IN LAKH)	REMARKS
1.	FY 2025-26		
2.	FY 2024-25		
3.	FY 2023-24		
TOTAL			
AVERAGE TURNOVER			

Note:

1. Year proceeding the current financial year is to be considered as Year-1
2. Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
3. Average turnover for 3 years is to be obtained by dividing the total turnover by 3.0 If the Firm was set up in less than 3 year's period, consider the turnover for the period from inception to the Year-1. If may be either 1.0 or 2.0. Average turnover is to be obtained by dividing the total turnover by 1.0 or 2.0, as the case may be.
4. In case, the firm was set up in less than 3 year's period, mention the year of inception in the 'Remarks' column.

Form-VII

STATEMENT OF ORDERS EXECUTED DURING LAST THREE FINANCIAL YEARS

Sl No.	Financial year	Order No. and date	Name of Purchaser/order issuing authority	Order Amount	Performance report of works (scanned copy of certificate to be submitted)	Remarks

SIGNATURE OF THE TENDERER WITH OFFICE SEAL

Form-IX

(On the Bidder's Letterhead)

Declaration of not being blacklisted / debarred /Put on Holiday list

Certified that our Company, M/sis not blacklisted/ debarred/ suspended or put on holiday list by any Statutory/Regulatory/ Government Authorities / State Electricity Utility/ PSU in India.

It is certified that the information furnished above is true to the best of my knowledge and belief.

Bidders Name:

Signature of the Tenderer:

Designation:

Seal of the Company

Date:

Form - X

(On the Bidder's Letterhead)

Self-declaration by Proprietor of the Bidding Company for not being blacklisted /debarred /Put On Holiday list

I hereby confirm and declare that, none of the other concerns of which I am a Proprietor /Managing Partner are blacklisted/ debarred/ suspended or put on holiday list by any Statutory/ Regulatory/Government Authorities/State Electricity Utility/PSU in India.

It is certified that the information furnished above is true to the best of my knowledge and belief.

Signature of the Prop

Name :
Designation :
Seal of the Company :
Dated :

Form -XI

(On the Bidder’s Letterhead)

Declaration regarding no litigation against WBSEDCL

We hereby declare that, no legal litigation/arbitration is pending/ongoing against WBSEDCL in any court/Forum against/by the bidder or its sister concern/Director/Partner/Proprietor.

If it is found at any stage of tendering, our offer will be rejected and I/We don’t have any objection on the same.

Bidder’s Name :
Signature of the Tenderer :
Designation :
Seal of the Company :
Dated :

(On the Bidder's Letterhead)

PROFORMA FOR UNDERTAKING TO BE-SUBMITTED BY THE BIDDER

(For genuineness of the information furnished on-line and authenticity of the document
Produced before Tender Committee for verification in support of his eligibility)

I,, Partner/Legal Attorney/Accredited

Representative of M/s, solemnly declare that:

1. We are submitting Tender for the work
against Tender Notice No.....dt.
2. None of the Partners of our firm is relative of employee of WBSEDCL.
3. All information furnished by us in respect of fulfillment of eligibility
criteria and Qualification information of this Tender is complete, correct
and true.
4. All documents/credentials submitted along with this Tender are genuine,
authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect
any time, department may cancel my Tender and action as deemed fit
may be taken against us, including termination of the contract, forfeiture
of all dues including Earned Money and banning/delisting of our firm and
all partners of the firm etc.

(Signature of Authorized Signatory)

Name :

Designation :

Seal :

(On the Bidder’s Letterhead)

Format of Letter of Bid

(LETTER HEAD OF BIDDER ASENROLLED ONLINEON e-Tendering PORTAL OF NIC)

To
The Tender Committee

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

Ref:

1. NIT No:.....Dated:.....

2. Tender Id No.

Dear Sir,

We offer to execute the work as per our offered **bill of quantity** in accordance with the conditions of the NIT documents 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 confirmed our acceptance of all the items and conditions of the NIT document unconditionally.

(Signature of Authorized Signatory)

Name :

Designation :

Seal :

PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES (TO BE GIVEN BY BANKER OF BIDDER)

BANK CERTIFICATE

This is to certify that M/S (FULL NAME AND ADDRESS) who are submitting their Bid toagainst their tender specification vide Ref. No. and dateis our customer for the past years.

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

Sl. No.	TYPE OF FACILITY	SANCTIONED LIMIT AS ON DATE.....	UTILIZATION AS ON DATE

This letter is issued at the request of
M/S

Sd/-
Name of Bank
Name of authorized Signatory
Designation
Phone No
Address

PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE / SECURITY
The non-Judicial stamp paper of Rs100.00 should be in the name of issuing bank

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

To
The
.....
..... West Bengal

Dear Sir(s),

In accordance with your Notice Inviting Tender (NIT) under your Tender & Specification No. due on M/s. having its Registered Head Office at(Hereinafter called the Bidder) to participate in the said Tender for As an irrevocable Bank Guarantee against Bid Guarantee for an amount of Rs. is required to be submitted by the Bidder as a condition precedent for participation in the said Tender, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Documents.

We, the Bank at having our Head Office at (Address of Bank) guarantee and undertake to pay immediately on demand by West Bengal State Electricity Distribution Company Limited (WBSEDCL) at amount of Rs. (in words and figures) without any reservation protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. This Guarantee shall be irrevocable and shall remain valid upto @ If any further extension of this guarantee is required, the same shall be extended to such required period in receiving instruction from M/s. on whose behalf this Guarantee is issued.

All rights of West Bengal State Electricity Distribution Company Limited under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless WBSEDCL brings any suit for section to enforce claim under this Guarantee against the Bank within three months from the above mentioned expiry date of validity or, from that of the extended date.

The witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this day of 202.....at

WITNESS

(Signature)

(Name)

(Official Address)

(Signature)

(Name)

(Official Address)

Attorney as per Power of Attorney No.

Date:

*This date should be initially for six months and may be extended from time to time.
Note: i) The Bank Guarantee should be executed in line with above Performa and on Non Judicial Stamp Paper of Rs. 100.
ii) In case the Bank Guarantee is given by any Bank situated outside, West Bengal, arrangement shall be made by the Bank for invoking the Bank Guarantee from any Bank situated in Kolkata, whenever it is necessary