



West Bengal State Electricity Distribution Company Limited

(A West Bengal Government Enterprise)

Regional Office: North 24 Parganas

Administrative Building, Vivek Nagar, B.T. Road, P.S. Khardah

District: North 24 Parganas, Pin 700119

Telephone: (033) 2592 0353 / 0591 :: e-mail: rm.north24pgs@wbasedcl.in

NOTICE INVITING e-TENDER

NIT No: RM/24PNR/ELEC/2025-26/13

Date: 09.01.2026

The Regional Manager, North 24 Parganas Region, WBSEDCL invites e-tender in two-part at the Office of the Regional Manager, North 24 Parganas Region, WBSEDCL at Administrative Building, Vivek Nagar, B.T. Road, P.S. - Khardah, District - North 24 Parganas, Pin – 700119 for the work detailed in the table below.

(Submission of Bid through Online)

Sl. No.	Name of the Work	Estimated Amount (Rs.)	Earnest Money Deposit (Rs.)	Period of Completion
01	Installation & commissioning of Grid Connected Rooftop Solar PV Power System of capacity 20 KWp with supply of fabricated structure and foundation arrangement on the rooftop of Control Room Building at WBSETCL Bongaon 132 KV Substation under North 24 Parganas Region of WBSEDCL.	2,20,200.00 (Two lakh twenty thousand two hundred only)	@2% of the estimated cost to be submitted online	30 (Thirty) days from the day of handover of site

- (1) For e-filling of tender, intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate (DSC).
- (2) Both Techno-Commercial Bid and Financial Bid should be submitted in technical and financial folder concurrently and duly digitally signed by the prospective bidder through the website <https://wbtenders.gov.in>.
- (3) Technical Document and Financial Bid should be submitted online on or before the 'Date & Time Schedule' stated in Serial Number (11).
- (4) The FINANCIAL OFFER of the prospective bidder will be considered only if the TECHNICAL DOCUMENT is found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and absolute in this respect. The list of Responsive and Non-Responsive Bidders will be displayed in the website.

- (5) The bid so prepared by the bidder and all other correspondences and documents relating to the bid, exchanged by the bidder and WBSEDCL, shall be written in English Language only.
- (6) **Scope of Work:** The scope of work includes **installation & commissioning of 64 numbers of Solar Panels of total capacity 20 KWp on the rooftop of Control Room Building of WBSETCL 132 KV Substation at Bongaon under District North 24 Parganas for resumption of the Grid Connected Rooftop Solar Photovoltaic Power System previously installed and maintained under Alosthree project by WBSEDCL. The solar panels were previously dismantled due to construction works at the site and are kept at a location in the vicinity of Bongaon 132 KV Substation premises of WBSETCL. The structure for installation of solar panels along with PCC Block foundation to be supplied, delivered, assembled and constructed by the agency as mentioned in the BOQ and within tolerance and conforming to any specification and drawing approved by the competent authority of WBSEDCL. Supply of any other accessories as may be required, compatible or included in the BOQ to be considered while bidding for this tender.**

Generally the works should conform to WBSEDCL's general conditions of contract, standard specifications and approved drawings of WBSEDCL satisfying relevant provisions of IS and Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023, as amended and any other applicable rules, regulations, standards, specifications, notifications etc.

The quantity of works may vary within the range of +/- 25%, as may be necessary depending on the requirements at site and will be communicated to the vendor at any stage before or after the commencement of works by the Controlling Officer / Site Engineer.

(7) **Eligibility criteria for participation in the tender:**

Technical Requirement:

- The bidders must be bonafide, experienced & resourceful contractors having credential for successfully completing similar nature of works in last 5 (five) years as prime contractor (having supervisor for the particular voltage level or higher) under any Government, Semi-Government, Government Undertaking Organizations, Government Enterprises or Power Utility etc.

Financial Requirement:

- Documents of Credential in the form of successful work completion certificate / performance certificate containing the official memo. number & date, order number, actual date of completion and final executed value of work with other relevant information along with copy of Final Order and/or Payment Certificate of executing similar nature of works of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. in last 5 (five) years of similar nature of works costing not less than 50% of the estimated cost.
- Valid copies of G.S.T. registration certificate and latest return, professional tax (P.T.) deposit challan, E.P.F. registration certificate & challan, E.S.I. registration certificate & challan, PAN card, income tax acknowledgement / return for the last three financial years, trade license as well as other certificates of compliance of statutory obligations (to be documented through e-filing).

- The Bidders shall submit reports on the financial standing reflecting solvency of bidder (company / firm) as certified by bankers, audited annual reports on accounts with auditor's certificate, Tax audit report for last three financial years, as applicable.

Prospective bidders are advised to note carefully the minimum qualification criteria as mentioned in the Table - I of Serial Number (4) (Submission of Tenders) of Section - A (INSTRUCTION TO BIDDERS).

(8) Responsibility of Bidders:

- (i) It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work.
- (ii) It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid. Any claim, whatsoever, including those for financial adjustments to the contract, once awarded under these documents will not be entertained by WBSEDCL. Neither any change in time schedule of the contract nor any financial adjustments, arising thereof, shall be permitted by WBSEDCL, which are based on the lack of such clear information of its effect.
- (iii) WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretation or deductions the bidder may derive from the data furnished by 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.
- (iv) The bid shall include all the information as per bid document. The bidder is expected to examine carefully all instruction, conditions, forms, schedules, terms, Annexure, specifications etc. in the bidding documents. Failure to comply with the requirement of bid submission will be at the bidders own risk. Bids which are determined to be not substantially responsive to the requirements of the bidding documents or illegible will be rejected without any prejudice.
- (v) The bidder shall bear all the costs associated with the preparation and submission of bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- (vi) In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid, well in advance of the last date and time of submission of the bid. WBSEDCL shall not be held responsible for any failure of Bid submission due to snag arising out of network failure.

(9) Mobilisation Advance: No mobilisation advance or secured advance will be allowed.

(10) Validity of Bids: Bids shall remain valid for a period not less than **120 (One hundred twenty) days** after date of opening of bids of the tender with scope for extension for 30 (thirty) days with information by tender inviting authority. Bids valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the bidder withdraws the bid before the period of bid validity without giving any satisfactory explanation for such withdrawals, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.

(11) **Schedule of Key Dates & Time:**

Sl. No.	Particulars	Date & Time
01.	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	09.01.2026 after 10.00 Hrs
02.	Documents Download Start date (online).	09.01.2026 after 10.00 Hrs
03.	Bid Submission Start date (online)	09.01.2026 after 10.00 Hrs
04.	Bid Submission End date (online)	21.01.2026 up to 15.00 Hrs
05.	Last date of Online deposition of EMD	21.01.2026 up to 15.00 Hrs
06.	Technical bid opening date (online)	23.01.2026 after 15.00 Hrs
07.	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	To be intimated later.
08.	Financial Bid opening date (online).	To be intimated later.

(12) **Earnest Money Deposit (EMD):**

The amount of Earnest Money Deposit (EMD) shall be deposited **through Online** as prescribed in the NIT. The bidder shall select the tender to bid and initiate payment of EMD. **The qualification in Technical bid will be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in NIT. WBSEDCL shall not be responsible for any delay in receipt of EMD. In case the EMD is not received within aforesaid period, the bid will be out rightly rejected.**

(a) Following payment options are available for paying EMD amount through online mode:

- **Net-banking through payment Gateway.**
- **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.

(b) **General Instruction for Online Payment:**

- The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
- Status of NEFT/RTGS payment through challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- 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).
- 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.

(c) **Refund /Settlement of EMD Amount:**

- For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
 - For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
 - The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
 - For any queries related to payment and refunds, bidders will have to communicate with ICICI Customer Support, viz. 033 4026 7512 / 13 since payment gateway facility used by E-tender portal is maintained by ICICI.
- (d) Successful bidder(s) shall have to mandatorily **create Vendor ID through WBSEDCL Web Portal Vendor Corner**, if not created earlier.
- (e) **Forfeiture of Earnest Money Deposit (EMD):** Earnest money deposit / bid guarantee shall be forfeited in case of the following situations:
- If during the period of validity, the bidder withdraws / modifies its bid as a whole or in part.
 - If the bidder deviates from any clarification/confirmation given by him sub-sequent to submission of his bid.
 - In the case of successful bid, if the bidder fails:
 - To accept LOA / Order unconditionally and sign contract.
 - To furnish contract performance bond as per standard proforma.
- (13) **Supply of Materials:** Supply and delivery of materials as mentioned in the BOQ or as may be required to successfully complete the tendered works shall be made by the bidder at his own arrangement complying with all statutory requirements including way bill etc. The complete cost of delivering the materials shall be borne by the vendor and to be included in the rate quoted by the bidder.
- The supply of materials, wherever applicable, including scope, applicable standards, conditions of installation, general technical requirement, general construction, special requirement, tests, Inspection, drawings & documentation, dispatch etc. shall conform to the technical specifications as enclosed. The bidder shall arrange to prepare Guaranteed Technical Particulars (GTP) as per format and drawings from the original manufacturer and to be submitted to the Controlling Officer for approval by the competent authority of WBSEDCL. Consignee and other details shall be as stated in the LOA / PO and may generally be at the respective store of WBSEDCL under the jurisdiction of the Controlling Officer.
- (14) **Tools & Tackles:** Adequate quantities of standard tools and tackles shall be available so as to complete the work entrusted as expeditiously as possible.
- (15) **Defect Liability Period:** The term 'Defect Liability Period' shall mean the period of **12 (twelve) months** from the date of completion of the work or handing over of completed installations to WBSEDCL whichever is later. 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 Controlling Officer / Site Engineer of WBSEDCL regarding appropriate rectification of the defects at own 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 rectify 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), then WBSEDCL may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by WBSEDCL in connection therewith shall be paid to WBSEDCL by the Contractor or may be deducted by WBSEDCL from any payment 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 satisfactory rectification of defect, if any reported within the defect liability period, and on receipt of the application from the contractor, the Controlling Officer of the work shall recommend for refund of the 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, if required by the Controlling Officer.

- (16) **Performance Security / Contract Performance Guarantee:** The successful bidders shall submit a **performance security within 30 (thirty) days from the date of issuance of LOA / PO in the form of Bank Guarantee for an amount of not less than 10% of the total value of the contract valid initially for a period of one year with a claim period of three months.** The bidder may submit request for adjustment of the value of PBG liable to be paid to WBSEDCL with the first RA Bill or First & Final Bill as deduction subject to approval by the Controlling Officer.

In case of failure of requisite performance in terms of generation on the part of the bidder, during the defect liability period, the relevant penalty clause shall be imposed and the bidders will have to submit full amount of Bank Guarantee covering 10% of the total value of the contract accordingly. Decision of the Controlling Officer in this regard will be final and bound to the contractor.

- (17) **Forfeiture of Performance Security / Contract Performance Guarantee:** Performance Security / Contract Performance guarantee shall be forfeited if,
- The Contractor do not execute the work after placement of Letter of Award (LOA) / Purchase Order (PO) and/or,
 - The Contractor discontinues the work without prior permission of WBSEDCL and/or,
 - The successful bidder fails to install / procure the total capacity of the system as mentioned in the tender document and/or
 - The Contractor fails to submit a fresh BG prior to 30 (thirty) days of expiration of the previous one against performance security of appropriate amount as per terms & conditions and/or
 - The Contractor fails to rectify / replace the defective / damaged equipment / work(s) within defect liability period.

- (18) **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 etc. as may be covered under the definition of *Force Majeure* by the competent authority of WBSEDCL and provided that the contractor shall within 10 (ten) days from beginning of such delay notify WBSEDCL in writing of the cause of delay. The WBSEDCL 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 of WBSEDCL. The WBSEDCL shall not be held responsible to or liable to pay for any interruption in work at the site arising out of resistance from the general public or any authority having jurisdiction against the tendered works.
- (19) **Compliance of Safety Guidelines & Reporting of Accident:** It will be the responsibility of the contractor to stringently follow all safety guidelines notified by WBSEDCL, Government or any appropriate authority. The engineers, supervisors, labours and workers must be well acquainted / trained in following safety protocols, work practice and SOP. Personal Protective Equipment (PPE) of appropriate standard to be supplied by the contractor to all personnel engaged at work site. Safety Induction Form / Permit to Work to be taken from the appropriate authority of WBSEDCL by the authorized Supervisor of the Contractor before commencement of work.

Proper barricading of the work site to be ensured and in case the work site is over, under, across or along any public road or highway suitable barricading and traffic diversion protocols must be complied by the Contractor as per the codes and procedures as stipulated by the RTA or appropriate authority with planning of time schedule or works and traffic or road blocks ensuring minimum inconvenience to the general public / vehicles using the road / highway or any other contractor of WBSEDCL or other authorities or public utility and any formalities in this regard to be completed by the contractor before commencement of works with information to the Controlling Officer of WBSEDCL. Adequate arrangement for proper lighting & guarding shall be made at the work site. 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. 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 work must be done in such a way as not to dislocate or disturb any sewerage system and existing structures.

All accidents, major or minor, must be reported immediately to WBSEDCL and the contractor will provide first aid to the injured person immediately and if required taken to the nearest hospital / medical facility. Fatal accidents must be reported immediately to WBSEDCL as well as to the police. Failure to observe the Safety Rules will make the contractor liable to penalty by way of suspension of work and termination of contract or compensation as may be decided by competent authority of WBSEDCL. Any personnel engaged by the Contractor shall be bound to appear before any Enquiry Committee or competent authority of WBSEDCL regarding enquiry of any accident.

- (20) **Penalty for delay in Completion:** In case of failure to complete the work within time, penalty from 0.5% to 2.5% (depending upon the nature of non-performance) of the executed work within the stipulated rate @ 0.5% for every fortnight shall be liable for payment.

- (21) **Site Visit:** 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.
- (22) **Right to reject Bids:** WBSEDCL reserves the right to accept or reject any bid or take decision keeping its financial interest and to annul the bidding process and reject all bids at any time prior to award of the Order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action along with the provisions of Vendor Rating and Holiday Listing.
- (23) **Holiday Listing and Vendor Rating:** Holiday listing and vendor rating will be applicable according to the "Holiday Listing & Vendor Rating" policies of the Revised Purchase policy, which is posted in the website of WBSEDCL (www.wbsedcl.in).

Bidder has to submit a declaration in prescribed format enclosed with this NIT in their letterhead that the bidder has not been placed on holiday list / black listed by WBSEDCL / Statutory / Regulatory / Government Authorities / State Electricity Utility / PSU. If the bidder is a proprietary concern, the Proprietor shall also give a declaration in prescribed format enclosed with this NIT in their letterhead that none of the other concerns of which he is a Proprietor or Managing Partner, has been placed on holiday list / black listed by WBSEDCL / Statutory / Regulatory / Government Authorities / State Electricity Utility / PSU.

Bidders who have not submitted declaration of black list or holiday list shall be considered as non – responsive and their bids shall be rejected.

- (24) **Litigation / Arbitration against WBSEDCL:** The bidder shall submit the declaration in prescribed format enclosed with this NIT in their letterhead regarding no legal litigation against WBSEDCL is pending in any court / forum against / by the bidder or its Sister Concern / Director / Partner / Proprietor.

If any legal litigation / arbitration against WBSEDCL is pending in any court / forum against / by the bidder or its Sister Concern / Director / Partner / Proprietor, then purchaser reserves the right to reject their bid / terminate the contract.

- (25) **Controlling Officer:** The **Regional Manager, North 24 Parganas Region**, WBSEDCL shall act as Controlling Officer.
- (26) **Supervising Officer:** The **Divisional Manager, Bongaon Division**, WBSEDCL shall act as Supervising Officer at site.
- (27) **Site Engineer:** The **Divisional Engineer (Technical), Bongaon Division**, WBSEDCL shall act as Site Engineer.

(28) **Paying Authority:** The **Manager (F&A), North 24 Parganas Region**, WBSEDCL shall be the Paying Authority.

(29) **Payment Terms:** The contractor shall submit invoice in triplicate for releasing the payments. WBSEDCL shall arrange joint inspection and measurement of work for payments. Minimum eligible bill amount will be **100%** of the ordered value. However, eligibility of payment shall be linked with program of work given by the contractor and duly approved by WBSEDCL and subsequent progress of work.

Work Order & Payment of work will depend on availability of fund. Intending bidders may consider these criteria while submitting tender and quoting their rate through online.

(30) **Taxes, duties and levies:** The quoted price is inclusive of all applicable taxes and duties.

- Bidder shall furnish GST Registration Number (GSTIN).
- GST applicable shall be paid extra as per GST Act.
- Tax invoices need to be issued by the bidder for raising claim under the contract showing separately the tax component (CGST, SGST, IGST, Cess as applicable) in accordance with the provisions of the GST Act.
- Cess @1% to be deducted as per Building and Other Construction Workers' Welfare Cess Act, 1996, wherever applicable.

(31) **Local Laws & Levies:** The contractor shall comply with the proper bye laws and legal orders of the local body or public authority under the jurisdiction of which the work is executed and pay all fees and charges for which he may be liable. Nothing extra shall be payable on this account. Any new levies or any new imposed tax, duties, levies etc. shall not be allowed during pendency of contract.

(32) **Statutory Deductions:** All statutory deductions will be made from each RA/Final Bill as per applicability of different laws of the land.

(33) **Bidder shall provide the rates for erection work without GST. Applicable GST will be paid in extra.**

(34) No Conditional Bid / Incomplete Tender will be accepted under any circumstances.

(35) **The intending bidder(s) are required to quote the rate item rate wise above / below / at par over the estimated cost put to tender online considering that no escalation and / or price adjustment will be allowed by the department under any circumstances** and to consider the following costs and criteria & conditions.

- The quoted rates shall include, wherever applicable, cost of cement, sand, brick bats, brick ballast, all sort of M.S. items and G.I. nuts, bolts, studs & washers of approved brand and quality, socketing of cables, ferrule for control cable, eye bolts etc.
- The cost of transportation of MS fabricated items to and from the workshop where galvanization will be done, will be borne by the Contractor which is to be included in the quoted rate.

(36) At any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process is/are incorrect / manufactured / fabricated / misleading, that bid

will be considered as nonresponsive and outright rejected with forfeiture of Earnest Money Deposit and action will be taken as per stipulations of Information Technology Act & Rules and other admissible law, as in force.

- (37) Before issuance of Letter of Acceptance / Work order, the tender accepting authority may verify the credential & other documents of the lowest bidder so uploaded online if found necessary. If it is found such document incorrect / manufactured / fabricated, Letter of Acceptance / Work order will not be issued in favor of the bidder under any circumstances and action will be taken accordingly. If any bidder fails to produce the original hard copies of the document like Successful 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 bidder and action may be referred to the appropriate authority for prosecution as per relevant IT Act.
- (38) The Tender Inviting Authority reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.
- (39) The WBSEDCL shall not bind itself to accept the lowest tender and reserves the right to accept or reject any bid and to annul 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 ground for WBSEDCL (Tender Accepting Authority)'s action.
- (40) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection. Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the parties. Evidence of repeated occurrence of such malpractices by any bidder shall be viewed seriously by the WBSEDCL authority and appropriate penal measures shall be imposed on such bidders which may include blacklisting.
- (41) **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.
- (42) **STORAGE CUM ERECTION INSURANCE:** "Loss" mentioned in serial number (27), shall also include theft. In case of any theft, the contractor shall lodge FIR with the Police Station within 24 hours of occurrence of the incident 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 that neither any materials can be issued by the company nor the contractor will be allowed to take up the work unless the insurance coverage is obtained. The contractor at his own cost shall make adequate arrangement to safeguard the materials. Such arrangement shall be maintained round the clock along 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, miscellaneous accidents, erection risk, workman compensation risk, loss or damage in transit, theft, pilferage etc. as per the project requirement.

All cost on account of insurance liabilities covered under the contract will be to the 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 labour 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.

- (43) Civil and Electrical activities which are not covered in scope / BPS but are required to complete the job, shall be paid as per published schedule of rates of the Public Works Department, Government of West Bengal and schedule of rates published by the competent authority of WBSEDCL, as effective on the date of bid opening.
- (44) **Labour License:** The Contractor will have to obtain Labour License if required, as per Contract Labour (Regulation & Abolition) Act, 1970 as early as possible.
- (45) **Award of Contract:** The bidder whose bid has been accepted will be notified by the Tender Inviting & Accepting Authority through Acknowledgement Letter / Letter of Acceptance / Purchase Order. The notification of award will constitute the formation of the contract.
- (46) **Additional Performance Security** which shall be equal to 10% of the tendered amount must be furnished by the successful bidder if the accepted bid value is 80% or less of the estimate put to tender (L1 bid in the range of -20% to -80%). The additional Performance Security shall be submitted in the form of Bank Guarantee from any scheduled bank valid for a period of 1 (one) year, as per specified format marked 'Annexure - A' enclosed with this NIT, before issuance of the Work Order. This is in compliance of the terms of Memorandum No. 4608-F(Y) dated 18.07.2018 of the Finance department, Government of West Bengal.

SECTION – A
INSTRUCTION TO BIDDERS

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

2. Digital Signature certificate (DSC):

Every intending bidder 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 Information's Centre (NIC) on payment of requisite amount. Details are available in the website. DSC is given as a USB e-Token.

3. The intending bidder can search & download the Notice Inviting Tender (NIT) and tender documents electronically from the website, once he logs on using his Digital Signature Certificate. This is the only mode of collection of tender documents.

4. Submission of Tenders:

Tenders are to be submitted in online mode in the website in two folders at a time for each work, one as Techno - Commercial Proposal & the other as Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded (virus free scanned copy) digitally signed. The documents will get encrypted (transformed into non readable formats) in the portal.

In order to avoid any problem arising out of network error or server error, bidders are advised to submit the bid well in advance of the last date and time of submission of the bid. WBSEDCL shall not be held responsible for any failure of Bid submission due to network failure or any other technical problem in the tender portal.

4.1. Technical proposal:

The Technical proposal should contain scanned copies of the following in one cover (folder).

4.1.1 Non Statutory / Techno - Commercial Document Cover file containing Certificates, Company Detail(s), Credentials and Financial Information as given in **Table-I of this Clause.**

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

THE NON-STATUTORY / TECHNO - COMMERCIAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER.

Table - I

Sl. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	(a) PAN Card. (b) Copy of Income Tax Return for last 3 (three) financial years. (c) GST Registration Certificate with latest return. (d) Professional Tax Clearance Certificate for the last month. (e) EPF Registration Certificate and Challan for last month. (f) E.S.I Registration Certificate and Challan for last month (if applicable). (g) Valid Electrical Contractor's License (h) Valid Supervisor's Certificate of Competency (i) Declaration in formats as annexed with NIT
02.	Company Detail(s)	Company Detail	(a) Trade License (b) Certificate of incorporation of company (if applicable).
03.	Credentials	Credential	Documents of Credential in the form of successful work completion certificate / performance certificate containing the details of issuing authority, issue number & date, order number, actual date of completion and final executed value of work with other relevant information along with copy of Final Order and/or Payment Certificate as per eligibility criteria of NIT.
04.	Financial Information	Financial Information	a) Annual Audited Financial Report for last 3 (three) years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whom Audit of Accounts is not mandatory, they shall submit copy of Income Tax Returns along with related enclosures (Form 3CA and Form 3CB) for last 3 years. b) Average annual turnover during last 3 years shall not be less than 30% of the estimated cost. c) Working capital in the year preceding the year of bid submission shall not be less than 30% of the estimated cost for estimated value above Rs. 50 lakh. d) In case documents certifying credit facility from a scheduled bank is submitted, the requirement given in clause (c) above shall be judged by adding available credit facility and working capital taken together.

Click the check boxes beside the necessary documents in the My Document list and then click the tab **"Submit Non-Statutory Documents"** to send the selected documents to Non-Statutory folder. Next

Click the tab “**Click to Encrypt and upload**” and then click the “**Technical**” Folder to upload the Techno - Commercial Documents.

4.2. **Financial proposal:**

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to quote the rate (Offering above / below / at par) online in the space marked for quoting rate in the BOQ. **Further if the Price Bid is submitted in offline mode, the bid of the concerned bidder shall be out rightly rejected.**

Only downloaded copies of the above documents are to be uploaded scanned for virus and digitally signed by the contractor / bidder.

5. **Opening and evaluation of tender:**

5.1 **Opening of Technical Proposal**

- (i) Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the website stated above, using their Digital Signature Certificate.
- (ii) Technical proposals for those tenders where EMD have been received within due date will only be opened. Proposals corresponding to which EMD has not been received, will not be opened and will stand rejected.
- (iii) Intending bidders may remain present, if they so desire.
- (iv) Cover (folder) for statutory documents will be opened first and if found in order, cover (folder) for non-statutory Documents will be opened. If there is any deficiency in the statutory documents, the tender will summarily be rejected.
- (v) Decrypted (transformed into readable formats) documents of the statutory and non-statutory covers will be downloaded for the purpose of evaluation.

5.2. **Techno-Commercial Evaluation of Tender**

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

5.3. **Opening and evaluation of Financial Proposal**

- (i) Financial proposals of the bidders declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the web portal stated above on the mentioned date.
- (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*, the name of bidders and the rates quoted by them will be uploaded.

(iv) The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.

6. Revision / withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the tender will not be allowed if it is not sought by the Tender Inviting Authority.

Enclosure:

- (1) Drawing(s)
- (2) Technical Specification(s)

Sd/-
Regional Manager
North 24 Parganas Region
WBSEDCL

**FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL
PERFORMANCE SECURITY DEPOSIT**

WHEREAS (name and address of Contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contract No.
Dated to
execute (name of Contract and brief description of Works (hereinafter called "the Contract")).

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

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

NOW THEREFORE we (indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of Rs.(amount of guarantee in words). We undertake to pay you, upon your first written demand and without cavil of argument, a sum within the limits of (amount of guarantee) as aforesaid 'without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We (indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We (indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal.....the present absolute and unequivocal.

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

We (indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any if the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

We (indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This Guarantee shall be valid upto..... It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work

under the stated contract plus claim period of Six months for the Bank Guarantee. Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs.....(Rupees.....) and unless a claim in writing is lodged with us within the validity period i.e. upto.of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this day of
.....2021. at

by:

SIGNED, SEALED AND DELIVERED

For and on behalf of the BANK

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES: (1) The bank guarantee should contain the name designation and code number of the officer(s) signing the guarantee

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

ANNEXURE –I

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER (For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I. _____, Partner/Legal Attorney/Accredited representative of
M/S _____, solemnly declare that:

1. We are submitting Tender for the Work
_____ against
Tender _____ Notice
No _____ Dated _____

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

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

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

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

Signature of the Bidder

Dated _____

Format of Letter of Bid

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

To.
The Tender Committee

Sub : Letter of Bid for the work

Ref : 1. NIT No _____ dated _____

2. Tender Id No _____

Dear Sir,

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

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

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

Signature of the Bidder

Dated _____

ANNEXURE-III

Dated: _____

DECLARATION BY THE BIDDER

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

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

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

Signature of Bidder

Postal address of the Bidder

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

Ref : Notice Inviting e-Tender no :.....dtd

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s _____ which is submitting the bid for the work nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner have been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

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

In the case of a Partnership Firm:

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

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

In the case of a Company:

We hereby declare that we have not been placed on any black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

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

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

ANNEXURE-V

PROFORMA OF DECLARATION REGARDING ABANDONMENT OR RESCISSION OF WORK

Ref : Notice Inviting e-Tender no : dated

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s _____ which is submitting the bid for the work nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years, except as indicated below:

(Here give particulars of abandonment or rescission of work and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s _____ submitting the bid for the work nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years except as indicated below:

(Here give particulars of abandonment or rescission of work and in absence thereof state "NIL")

In the case of a Company:

We hereby declare that we neither have abandoned any work nor any of our contract have been rescinded during the last 5 (five) years, except as indicated below:

(Here give particulars of abandonment or rescission of work, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false, The WBSEDCL shall have the right to reject the Bid and if the bid has resulted in a contract, the contract is liable to be terminated.