

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

Tender Notice No.:- MREP/CIVIL/E-TENDER/2022 - 23/NIT-01, dated 29.11.2022

STANDARD BIDDING DOCUMENT



**OFFICE OF THE PROJECT MANAGER
MALDA RE PROJECT
NETAJI COMMERCIAL ESTATE
RATHBARI, MALDA-732101**

(CONTRACT CONDITIONS & SCOPE OF WORKS)

CONTENTS:

SECTION -I : INVITATION TO BIDS (INB)

SECTION -II : INSTRUCTION TO BIDDERS (ITB)

SECTION III : GENERAL CONDITIONS OF CONTRACT (GCC)

SECTION IV : SCOPE OF WORKS/BOQ

SECTION V : SAMPLE FORMS AND PROCEDURES

Section-I

INVITATION TO BIDS (INB)

INVITATION TO BIDS (INV)

E-tender Notice No: - MREP/CIVIL/E-TENDER/2022 - 23/NIT-01, dated 28.11.2022

Description of work : Water supply arrangement & balance portion of work at RE Store premises of South Malda Division.

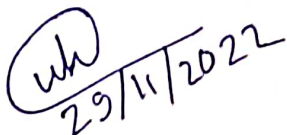
(DOMESTIC COMPETITIVE BIDDING)

Bids are invited by the Project Manager, Malda RE Project for the above mentioned works to be executed in Contractual Mode in Nadia district for which WBSEDCL invites sealed 2(two) Part Bids (Part I – Techno –Commercial & Part II – Price). The Works shall be executed as follows :

NIT No.	Location	Estimated Amount in INR (Lac)	EMD in INR	Cost of Tender Paper in INR	Completion Time
MREP/CIVIL/E-TENDER/2021-22/NIT-01	RE Store, Nimaisarai, Beside KPS 33/11 KV Sub-station, Malda	5.43	10900.00	0.00	1 (one) months

1. Schedule of Bid activities

- I. Uploading of tender in portal: 07.12.2022 at 12.00 hrs
 - II. Sale of Bid documents from: 07.12.2022 (12:00 hrs.) to 22.12.2022 (12:00 hrs.)
 - III. Pre bid discussion : 12.12.2022 at 11.30 hrs
 - IV. Submission of Bid from: 07.12.2022 (14.00 hrs.) to 22.12.2022 (up to 14:00 hrs.)
 - V. Bid opening Part 1 (Techno-Commercial) –26.12.2022 at 14:00 hrs. and Part II (Price Bid) will be intimated later.
2. Cost of Bid document – The amount of Earnest money to be paid in the shape of Demand Draft in favour of "West Bengal State Electricity Distribution Company Limited" payable at Kolkata. The intending bidders have to submit GST registration no. along with the demand draft.
 3. The complete Bidding documents are available at website <http://wbtenders.gov.in> and <http://wbsecl.in> on and from 07.12.2022 (12:00 hrs.) Interested bidders can download the bidding documents for participating in the respective packages.
 4. Contact No: 033-23211242/ (033) 23197313


29/11/2022
Project Manager
Malda RE Project

1. In the event of e-filing intending bidder may download the tender document from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate.

2. Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently duly digitally signed by the Bidders through the website <https://wbtennders.gov.in>.
 3. Technical Document and Financial Bid should be submitted online on or before as per INV .
 4. The FINANCIAL OFFER of the prospective bidders will be considered only if the TECHNICAL DOCUMENT of the bidders found qualified by the Tender Inviting Authority(WBSEDCL). The decision of the Tender Inviting Authority(WBSEDCL) will be final and absolute in this respect. The list of Responsive and Non-Responsive Bidders will be displayed in the website.
 5. Eligibility criteria for participation in the tender:
- 5.1 Technical Requirement:-** Bonafide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises, Other Licensee of States, etc. who is technically qualified & have successfully completed similar nature of work having value not less than 50%(Fifty percent) of the estimated cost in a Single contracts respectively during last 3 (three) years.

5.2 Commercial Requirement:- a) Average annual turnover during last three years shall not be less than 30% of the estimated cost. b) bidder shall have liquid assets (LA) and / or evidence of access to or availability of fund based credit facilities of not less than 10% of the estimated cost of the project and the banker should confirm that the credit facility is earmarked for the work specified under bid on receipt of the bid. Liquid assets would include cash (and equivalents), bank deposits, securities that can be freely traded and receivables which has general certainty of getting received. c) Annual audited Financial Report for last three years to be submitted for verification i.r.o bidders for whom audit of accounts is mandatory. For those whose audit of accounts is not mandatory, they shall submit copy of IT return along with related enclosures (Form 3CA and Form 3CB) for last three years.

5.3 All intending bidders are required to also produce the following:-

- i) Valid copy of G.S.T registration of last month,
- ii) ESI registration wherever applicable,
- iii) Current Challan for depositing Professional Tax (PT)
- iv) EPF registration, G.S.T Registration certificates
- v) Certificate of compliance of statutory obligations (to be documented through e-filing).
- vi) Copy of IT return for last three financial years, PAN Card, as applicable.
- vii) Documents in support of credential: Copy of orders & Completion Certificate
- viii) Performance Certificate as Prime Contractor for execution of similar nature of works for last three and details of works in hand.
- ix) 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, wherever applicable..

6.0 No mobilization / secured advance will be allowed.

7.0 Bids shall remain valid for a period not less than 180 (One hundred twenty) days after date of bid opening of tender. Bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the bidders withdraws the bid before the period of bid validity without giving any satisfactory explanation for such withdrawals, the Bid security as deposited will be forfeited forthwith without assigning any reason thereof.

8.0 BID SECURITY shall have to be deposited in a separate cover @ 2% of the estimated cost .

9.0 BID SECURITY of the unsuccessful bidder will be released after finalization of tender. BID SECURITY of for successful bidders shall be refunded after submission of Acceptance of LOA, Contract Agreement & Contract Performance Bank Guarantee.

10.0 No interest shall be payable by WBSEDCL on the above Bid Security.

11.0 Cost of Tender (Bid) documents has been exempted.

12.0 Prospective bidders are advised to note carefully the minimum qualification criteria as mentioned in 'Instruction to bidders' stated in Section - 'A' before tendering the bids.

13.0 Conditional/Incomplete tender shall not be accepted under any circumstances.

14.0 Canvassing in connection with the tender is strictly prohibited. At any stage during scrutiny, if it is found that the credential or any other paper which the bidder has uploaded or submitted is found incorrect/manufactured/fabricated, that bid will be considered as non-responsive and outright rejected with forfeiture of Bid Security and action will be taken as per Rule.

15.0 The Tender Inviting Authority (WBSEDCL) does not bind itself to accept the lowest bidder and reserves the right to accept or reject, split any / all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the Bidder at any stage of the Bidding. Tender inviting Authority (WBSEDCL) also reserves right to accept/cancel/withdraw the concerned NIT in full or part due to unavoidable circumstances and no claim in this respect shall be entertained.

16.0 All correspondences with regard to above shall be the following address:-

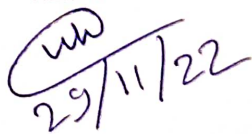
Project Manager ,
Malda RE Project

Tender Inviting Authority (for WBSEDCL):-

Name:-

Designation:-

Office:-


29/11/22
Project Manager
Malda R.E. Project
WBSEDCL, Malda

Malda RE
Project,
WBSEDCL

SECTION – II

INSTRUCTION TO BIDDERS (ITB)

INSTRUCTION TO BIDDERS (ITB)

Preamble:-

This part, Instruction to bidders (ITB), of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer (Tender Inviting Authority). It also provides information on bid submission, opening and evaluation and on Contract award.

A) Introduction

1 General Instruction:-

- 1.1 WBSEDCL herein after called Employer will receive bids i.r.o equipments to be erected set-forth in the accompanying specifications. All bids shall be prepared & submitted by bidders in accordance with these instructions.
- 1.2 **Source of Fund:-** The Owner named in the Bidding Documents intends to use the loan amount sanctioned by RECL..
- 1.3 The Employer (WBSEDCL) shall provide all required major materials free of cost to the Contractor under the NIT as detailed in Material Schedule for execution of Erection job except as mentioned below in clause 2.
- 2 The Contractor shall unless specifically excluded in the Contract, perform all such works and/or supply such items and materials not specifically mentioned in the contract, but that can be reasonably inferred from the contract as being required for attaining completion of the facilities as if such work and/or items and materials were expressly mentioned in the Contract.

3. General guidance for e-Tendering

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

3.1 Registration of Contractor:

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

3.2 Digital Signature Certificate (DSC):

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

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

4.0 Submission of Tenders:

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

4.0.1 BID DOCUMENT:

The techno-commercial bid shall contain scanned copies of the following documents

1. Bid documents as uploaded by WBSEDCL.
 2. Tender drawings (if any).
 3. GST Registration No., Professional Tax Paid Certificate, EPF Registration certificate, I.T. Return Copy for last 3 (three) financial years, ESI Registration Certificate and Documentary evidence(s) regarding fulfillment of Commercial eligibility criteria as per clause no.3.0 of "Invitation of Bid".
 5. Self attested copies of orders with work completion certificates from Client to establish work experience as required in the NIT.
 6. Failure of submit any of the above documents will render the bidder liable to be rejected for techno- commercial bid.
- The above should be arranged in the following manner:

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

Sl. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	a) PAN Card b) GST Registration No. c) Current Professional Tax Paid Certificate d) EPF Registration Certificate & up to date challan e) E.S.I Registration Certificate & up to date challan
02.	Company Detail(s)	Company Detail	a) Trade License in respect of the prospective Bidder, Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License) Ltd Company

			(Incorporation certificate, Trade License), Co-operative Society (Society Registration copy, Trade License)
03.	Credentials	Credential	a) Documents of Credential (in the form of work completion certificate indicating Name of Work, Ordered Amount, Executed Amount, Date of Commencement and Completion of the work and detailed communication address of the contractor) b) Relevant documents related to Credentials-Work order and Schedule of Work c) Not less than 50% (Fifty percent) of the estimated cost in Single Contract during last 3 (three) years
04.	Financial Information	Financial Information	a) Copy of IT returns for last 3 financial years b) Annual Audited Financial Report for last 3 financial 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 and Form 3CB) for last 5 financial years [Non-statutory documents] c) 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
05.	Earnest Money	Earnest Money	Net banking through Payment Gateway/ Electronic Instrument (RTGS/NEFT) challans generated from the e-tendering portal/ Bank Guarantee.
06.	Tender Cost	Tender Cost	Exempted.

4.0.2 VALIDITY OF BIDS:

Price bid of the tender shall be opened within a stipulated time limit from the date of opening of Part-I preferably within 30 (thirty) days. Bids shall remain valid for a period of **180 (one hundred & eighty) days** from the next day of opening of the tender. However, prior to expiry of the original Validity Period, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further period of maximum 90 (ninety) days without any change in terms & conditions of the offer. The bidder may refuse the request without forfeiting his Bid Security / EMD.

4.0.3 EARNEST MONEY DEPOSIT (EMD):

The bidder shall deposit the requisite earnest money through **online mode** only. Following payment options are available for online payment of EMD, for the intending bidders,

i. Net-banking through Payment Gateway.

ii. **RTGS/NEFT Payment:** On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to 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. EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. **Partial payment through online mode and remaining submission through BG is not allowed.**

4.1.0 GENERAL INSTRUCTIONS FOR ONLINE PAYMENT:

- iv.** The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
- v.** 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.
- vi.** In case actual EMD 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).
- vii.** 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.

4. 1.1 REFUND OF EMD AMOUNT:

- i.** For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- ii.** For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- iii.** The bank account used for payment of EMD by bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- iv.** For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz., 033-40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI.

4.1.2 CREATION OF VENDOR ID THROUGH WBSEDCL WEB PORTAL: Successful bidder(s) shall have to mandatorily **create vendor Id through WBSEDCL Web Portal Vendor Corner**, if not created earlier.

:

4.1.3. Opening of Technical proposal:

Technical proposals will be opened by the Project Manager, Malda RE Project, WBSEDCL, Malda, his/her authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).

- a) Intending bidders may remain present if they so desire.
- b) 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.
- c) Summary list of technically qualified bidders will be uploaded online.
- d) Pursuant to scrutiny & decision of the Department, the list of eligible bidders will be uploaded in the web portal.

4.1.4 Financial proposal:

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BOQ). The contractor is to quote the rate online through Computer in the space marked for quoting rate in the BOQ. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

- 5.0 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

- 6.0 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.

7.0 AMENDMENT OF BIDDING DOCUMENTS:

- 7.1 Before the deadline for submission of bids, the Owner may modify the bidding documents by issuing addenda.
- 7.2 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.
- 7.3 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.

8.0 Documents Constituting the Bid:-

- 8.1 The bid to be prepared and submitted by the bidders shall comprise the following documents:-
 - 8.1.1 Bid Security
 - 8.1.2 Documentary evidence in support of Qualification Requirement
 - 8.1.3 Price schedule with Techno-Commercial bid
 - 8.1.4 Any other documents required to be submitted in accordance with the instructions to the bidders
 - 8.1.5 Bid documents with corrigendum/amendments, if any.

9.0 Bid Prices:

- 9.1 The quoted Price shall be firm. There will be no price adjustment. The Price shall be in INR.

10.0 LANGUAGE OF BID:

- 10.1 All documents relating to the bid shall be in the English language.

11.0 DUTIES AND TAXES:

- 11.1 As regards the Income Tax, surcharge 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.
- 11.2 G.S.T & cess shall be paid extra as applicable under GST Act & PWDSOR guideline. The rates quoted by the bidders shall be considered for evaluation purpose. In case, GST rates claimed during billing are higher than the prevailing rates, the prevailing rate as per GST Act shall be considered.
- 11.3 Statutory Variation: Statutory variation, if any declared by the Govt. or any statutory authority would be considered for GST only while executing the contract. If there is any increase/decrease in the rates of taxes for 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.
- 11.4 The Contractor should take Third Party Insurance cover and Workmen's Compensation Insurance cover of the adequate value .

12.0 TIME SCHEDULE:

- 12.1 The completion time would be (1) one months from the date of handing over the site.
- 12.2 **The basic consideration and the essence of the contract shall be strict adherence to the time schedule for performing the specified works.**
- 12.3 The Owner reserves the right to request for a change in the work schedule during post-bid discussion with successful bidder.

13.0 BID VALIDITY:

- 13.1 Bids shall remain valid for a period 180 days after the deadline date of opening of financial bid. 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.

14.0 BID SECURITY:

- 14.1 The Bidder shall furnish, as part of its Bid, a Bid Security for an amount as specified in the tender notice.
- 14.2 The bid guarantee is required to protect the Owner against the risk of bidder's conduct, which would warrant the guarantee forfeiture pursuant to Para 19.6. The bid guarantee shall be made payable to the Owner without any conditions, whatsoever.
- 14.4 Bid Security of the unsuccessful bidders will be discharged / returned as promptly as possible after placement of order with L1 bidder by the Owner.
- 14.5 Bid Security of the successful Bidder will be discharged upon the Bidder's furnishing the performance guarantee in the form of Bank Guarantee/Demand Draft, Signing of Contract Agreement.
- 14.6 The bid guarantee may be forfeited:
- a) If the Bidder withdraws the Bid during the period of Bid validity specified by the Bidder on the bid form; or
 - b) In case of a successful Bidder if the bidder fails:
 - i) to accept the LOA within 7 days or
 - i) to sign the contract within 14 days; or
 - ii) to furnish the performance guarantee within 14 days.
- 14.7 The bid security shall be submitted in separate envelope in original to this office before bid opening. Any Bid not accompanied by the required bid security in accordance with provision of this clause will be rejected by the Owner and shall not be opened.
- 14.8 No interest shall be payable by the Owner on the above bid guarantee

15.0 DEADLINE FOR SUBMISSION OF THE BIDS:

- 15.1 Bids must be received by the Owner at the address specified above not later than the specified hours and date as stated in NIT.
- 15.2 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.

16.0 LATE BIDS :

- 16.1 No Bid will be received after the Dead Line for submission of Bids.

16.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 16.1 Bidders may modify or withdraw their bids by giving notice in writing/ online before the deadline of prescribed bid submission.
- 16.2 No bid may be modified after the deadline for submission of Bids.

15.0 Opening of Bid:- As per NIT.

16.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

- 18.1 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.

18.2 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.

19.0 EVALUATION AND COMPARISON OF BIDS:

- 19.1 Tender fee & 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.
- 19.2 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.
- 19.3 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.
- 19.4 Financial Bid of the Techno-Commercially qualified bidders only will be considered for opening.
- 19.5 Evaluated bid prices 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.
- 19.6 The bids shall be evaluated on the basis of total price for the entire scope of work.
- 19.7 Conditional rebate, if any, offered by any bidder shall not be considered in bid evaluation.
- 19.8 If any bidders fails to produce the original hard copies of the document like Completion Certificate and any other documents on demand of the department within a specified time frame or if any deviation is detected in the original copies from the uploaded soft copies, it may be treated as submission of false documents by the bidders and action as deemed fit shall be taken by the concerned authority as per rule.

20.0 AWARD OF CONTRACT CRITERIA:

- 20.1 **OWNER'S RIGHT TO ACCEPT ANY BID OR TO REJECT ANY OR ALL BIDS WITHOUT ASSIGNING ANY REASONS WHATSOEVER.**
- 20.2 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.
- 20.3 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.
- 20.4 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.
- 21.0 **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.
- 21.1 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.
- 21.2 Till the receipt and acceptance of Contract Agreement/Performance Bank Guarantee / Demand Draft of successful bidder, validity of all bids shall be kept valid to facilitate action as per clause 14 as above.

22.0 CORRUPT OR FRAUDULENT PRACTICES:

- 22.1 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.
- 22 **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 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.

-----End of ITB-----

SECTION – III

GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION FOR WORKS (GCC)

GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION FOR WORKS (GCC)

1. Definition of terms:

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

- The *Company / Purchaser / Owner / Department* shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), having its head office at Vidyut Bhawan, Block-DJ, Sector-II, Kolkata-700091.
- The *Engineer-in-Charge / Controlling Officer* shall mean the Engineer deployed by the company for the purpose of this contract.
- *Company's representative* shall mean any person or persons of WBSEDCL appointed by the Company and shall include the contractor's executor's administrators, successor and permitted assignees.
- The *Contractor* shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successor and permitted assignees.
- The work *Site* shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.
- The terms *Services* shall mean all works to be undertaken by the Contractor as laid down under the head

‘Scope of Work’ or elsewhere in the specification enclosed. When the words ‘*approved*’, ‘*subject to approval*’, ‘*as directed*’, ‘*accepted*’, ‘*permitted*’ etc. are used, the approval, judgment, direction etc. are understood to be a function of company.

- *Writing* shall indicate any manuscript, type written, printed or other statement reproduced in any visible form.
- *Date of Contract* shall mean the date on which the notification of award of contract / letter of award / telex award has been issued.
- *Zero Date* will be reckoned from the date of handing over of site.

2. Contract Documents means all documents forming part of Contract (and all parts thereof) are indicated to be correlative, complementary and mutually explanatory of the Contract Agreement. The Contract shall be read as whole.

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

3.2 The intending bidder(s) required to quote the rate in the BOQ. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against the contract. Price indicated in the schedule of prices deemed to include all the levies / duties / cess & all other incidentals payable as per statute.

4 WBSEDCL, who do not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annul 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 WBSEDCL’s (Tender Accepting Authority) action.

5 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection.

6 Bids shall remain valid for a period not less than 180 days, after date of Bid opening of tender.

7 The bidder shall deposit the requisite earnest money through **online mode** only. Following payment options are available for online payment of EMD, for the intending bidders,

8 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.

9 Performance Bank Guarantee / Demand Draft:

9.1 For successful bidder 2 % bid security will be converted to Performance Guarantee and rest 1% to be deducted from progressive bills until 3 % of total executed value.

9.2 In case of failure of successful bidder to submit acceptance of LOA within 7 days, Submission of Contract Agreement, Indemnity Bond and Performance BG within 14 days, the award already given to the L1 bidder might be cancelled with forfeiting his Bid Security (BID SECURITY).

9.3 No interest shall be payable by WBSEDCL on the above Performance Bank Guarantee.

9.4 Refund of Bid Security (BID SECURITY):

9.5 Bid guarantee of the unsuccessful bidders will be discharged / returned as promptly as possible after Bid Finalisation/Placement of order by the Owner.

9.6 Bid guarantee of the successful Bidder will be discharged upon the Bidder’s furnishing the performance bank guarantee, Signing of Contract Agreement, Indemnity Bond and Project Execution Plan.

9.7 Forfeiture of Bid Security (BID SECURITY):

9.8 The bid guarantee may be forfeited:

9.9 a) If the Bidder withdraws the Bid during the period of Bid validity specified by the Bidder on the bid form; or

9.10 b) In case of a successful Bidder if the bidder fails:

i) to accept the LOA within 7 days or

ii) to sign the contract agreement, Indemnity Bond, Project Execution Plan within 14 days; or

iii) to furnish the performance guarantee within 14 days, as applicable.

10.0 Defect Liability Period:

The term ‘Defect Liability Period’ shall mean the period of **12 (twelve) months** from the date of date completion & commissioning of the work. If any defect is found within the defect liability period, the contractor shall be liable to rectify / replace the material at their own cost and responsibility. Defects / rectification work so notified shall have to be attended and completed satisfactorily within 15 (fifteen) days. For faithful & due fulfilment 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.

11.0 Scope of work:

The contract comprises of the work of as per enclosed S.O.W, drawing and direction of Engineer- In-Charge.

The quantity as indicated in this document is provisional and should not be taken as firm. The extent to which the work should actually be executed will depend on scope & circumstances at the time of execution of work.

12.0 Specification of work:

No erection can be started by the contractor till the final layout is approved by the controlling officer. The work should conform to Company's General condition of Contract(GCC), standard specification an approved drawing of the Company. For any deviation in this respect without written approval of the controlling officer the entire work is liable for rejection. The method of erection shall obviously satisfy relevant provisions of the Indian Electricity Act and Regulations along with the rules and regulation in force related to the high tension/low tension overhead line and other Safety & Statutory Rules and Regulations etc.

13.0 Supply of materials:-

All equipment and materials for erection/installation work to be supplied by the contractor.

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

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

16.0 Handing over and Taking over:

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

17.0 Manner of Execution of Contract:

The successful bidder has to submit acceptance of the LOI / Order within **7 (seven) days** from the date of issue of the Letter of Intent / Order. The successful bidder shall be required to execute an Agreement (as per format enclosed as **Annexure – 2**) at his expenses on a non judicial stamp paper of **Rs100/-** with the company with all related documents for satisfactory execution of the work. Agreement shall be signed on a date and time to be mutually agreed upon at R.E Head Quater, WBSEDCL,, District– PIN----- and the same has to be signed by both parties within 7 (Seven) days from the date of the acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract on behalf of the contractor is to be submitted before signing of the agreement.

17. General Requirement:

17.1. Pre-visit of work site: Contractor to visit the site before submission of tender: The contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submission of his tender as to nature of the site, the

quantities and nature of work and the materials necessary for the completion of the works and the means to access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence and effect his tender.

- 17.2. **Cost of Bidding:** The Contractor shall bear all cost associated with the preparation and submission of their bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 17.3. **Correctness and sufficiency of rates quoted in the tender:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the bidders under the contract and all materials and things necessary for the proper completion and maintenance of the works.
- 17.4. Contractor shall execute, complete and maintain the works as per direction of the **Controlling Officer / Engineer-in-Charge** of the works or his representatives.
- 17.5. **Contractor to submit program:** Within 14 (Fourteen) days from the date of issue of Letter of Intent/ Erection order the Contractor shall submit a program (Project Execution Plan) showing the order, procedure and method in which he proposes to carry out the work.
- 17.6. **Contractor's Staff at site:** The contractor shall provide at site authorized representative duly approved by the Controlling Officer (approval may be withdrawn for particular person, if necessary). The contractor and/or his authorized representative 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.
- 17.7. **Removal of persons employed at site:** The Controlling Officer / Engineer shall be at liberty to ask the contractor to remove from the site any person, employed by the contractor in the execution of the works, who in the opinion of the Controlling Officer / Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the permission of the Controlling officer / Engineer.
- 17.8. **Setting out:** The Contractor shall be responsible for true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignments of all parts of works. If at any time during the progress of the works any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the work, the contractor on being asked to rectify by the Controlling Officer / Engineer, shall at his own expense rectify such error to the satisfaction of the Controlling Officer / Engineer.
- 17.9. **Protection of works:** The Contractor shall in connection with the works provide and maintain at his own cost all lights guards, fencing and watching when and where necessary or required by the WBSEDCL or by any competent authority or statutory or other authority for the protection of the works or for the safety and convenience of the public or others.
- 17.10. **Care of works:** From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all temporary works and in case of any damage, loss, or injury to works or to any part thereof or to any temporary works due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the works shall be in good order and conditions and in conformity in every respect with the requirements of the contract. The contractor shall take every practicable precaution not to damage or to cause injury to adjoining or other properties or to any persons. However even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.
- 17.11. **Workmen's compensation for accident or injury to any workmen:** The WBSEDCL shall not be liable for damage or compensation payable as per provision of law in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor. Contractor shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance policy covering provision for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.
- 17.12. **Facilities for other contractors:** The contractor shall afford all reasonable facilities for any other contractor employed by WBSEDCL in the execution on or near the site of any work not included in the contract.
- 17.13. **Clearing site on completion:** On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials rubbish, and temporary works of every kind and leave the whole of the site and works clean and in a good and tidy condition to the satisfaction of Engineer-in-charge.

18. Labour License:

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

19. Compliance of Labour Laws:

The Contractor shall comply all statutory Labour Laws to protect the labourers engaged by them. In this connection the contractor will be required to execute an Indemnity Bond (as per specimen enclosed as Annexure – 1) after placement of Letter of Intent / Order. He is also liable to follow all labour welfare rules as prevailing in Republic of India & GoWB that are necessary for trouble free operation of the contract.

20. Variation, Omission, Addition & Alteration:

The Contractor shall not modify the work except under direction in writing by the Company. The quantities provided in the Schedule of work are provisional only, which may vary up to any extent or may be deleted altogether. The quoted rate of each item shall remain firm till completion of contract. The company reserves the right to alter, amend and omit or otherwise vary the quantities as may be necessary but such variation will be limited to plus/minus (+/-) **twenty percent (20%)** for the individual items; total variations in all items under the contract shall be limited to **ten percent (10%)** of the contract price. Payment shall be made as per actual execution.

21. Supplementary Works:

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

- 21.1. The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract.
- 21.2. When above clause (Cl. No. 21.1) shall not be applicable, the rate shall be taken from WBSEDCL schedule of rates for schedule prevailing at the time of submission of bids plus/minus the contractual rate of quotation.
- 21.3. When Cl. No. 21.1 & 21.2 above shall not be applicable, the rate should be analyzed to the mutual acceptance of the present market rates of different elements involved in the item, against documentary evidence, with 5% overhead, contractor's profit as 10% (ten percent) and 1% (one percent) as Cess towards BOCWW Act, 1996. Controlling Officer's decision regarding finalization of rate of non-scheduled item(s) shall be final and binding upon the Contractors.

22.0 Terms & Procedure of Payment:

- 22.1 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.
- 22.2 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.
- 22.3 Progressive R/A bills, against the prayer of the contractor, for an amount of minimum 20% (twenty percent) up to 90% (ninety) 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 as applicable. 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 10% (ten) bill shall be released on completion of the work in all respect.
- 22.4 If it is obligatory under the provision of Income Tax Act 1961 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.
- 22.5 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.
- 22.6 **The Addl. General Manager (F&A), REHQ will be the paying authority of the work.**

23.0 Completion of Contract:

All works under the contract must be completed within 10 months from the handing over of site and 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 any default on the part of the contractor to complete the work within stipulated date(s) aforesaid or within the time as may be extended in writing by the controlling officer subject to payment of liquidated damages, the company shall have the right, without prejudice to any other clauses, to terminate contract forthwith and to take possession of the balance work/materials and have the same allotted to any other agency and the contractor shall be liable to compensate the loss that may be occasioned to the company on that account. Any letter in writing by the controlling officer shall be treated as conclusive on behalf of the Company.

24.0 Defective Materials:

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

to remove them within the time the Engineer may cause them to be removed anywhere at the risk of the Contractor and any cost incurred in so doing shall be deducted from the dues to the contractor under the contract.

25.0 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.

26.0 Material and Inspection & Testing of 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. WBSEDCL representative shall be entitled to inspect, examine and test at the Site, the workmanship of all the Works and services to be carried out under this Contract, as and when required. Such inspection and testing shall not relieve the Contractor from his obligations under this Contract

27.0 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 timely (within schedule time of completion) by the contractor who has to establish that the extension of time required by him is not due to his fault.

28.0 Liquidated Damage:

If the Contractor fails to complete the works within the time prescribed herein or extended time for completion, then the Contractor shall pay to the Company a sum amounting to **½% (half percent)** of the value of works as liquidated damages of such default for every week or part of a week which shall elapse between the time prescribed or extended time as the case may be and the date of completion of the works subject to a maximum of **5 % (five percent)** of the total contract price. The Company may, without prejudice to any other method of recovery, deduct the amount of such damages from any money in their hand due or which may become due to the contractor and any other contract or source also. 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.

29. Company's Right to Terminate Contract:

- 29.1. If the contractor fails to start the work within 14 days 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 BID SECURITY without giving any notice to the contractor.
- 29.2. If the contractor neglects or fails to proceed with the work proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time for completion or within the extended time approved by the WBSEDCL, the WBSEDCL shall have right to terminate the Work Order / Letter of Intent after giving notice in writing to the contractor. If the contractor fails, after 14 (fourteen) days of such notice, to proceed with the work in the matter notified, the WBSEDCL shall terminate the contract and call the contractor to take joint measurement along with the Engineer for the finished portion of work. If the contractor does not appear for a joint measurement, ex-parte measurement by the WBSEDCL will be taken as final. In that case the WBSEDCL shall take possession of the work site and engage other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, **will be realized from him, from his pending bills and security money**. In the contract terminated as above, the contractor shall have no claim for compensation against the WBSEDCL.

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

As regards execution of work and the mode of measurement the relevant stipulation of P.W.D./ WBSEDCL, (applicable at site of work) in this respect will be applicable. The contractor shall arrange and provide all necessary facilities along with necessary manpower, electricity, fuel, equipments etc. for inspection, testing and measurement of work at his own cost.

31. 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.

32. Sub-letting of Contract:

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

33. Engineer's Decision:

Controlling Officer's decision is final in all respect of all matters which are left to the decision of the Controlling Officer including the granting of with-holding or certificates.

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

34. 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.

35. Completion of Work:

Completion of work means completion of the work in totality, commissioning and acceptance / takeover of the same by the company. Partial or phase wise completion/commissioning will have no bearing towards consideration of guarantee / defect liability period.

36. Idle Labour / Machinery:

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

37. Safety Rules:

The contractor shall also provide necessary protection/ fencing and lights to protect the public from accident during execution of work. Fire extinguishers may 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. 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 contractor shall strictly follow the construction safety rules, regulations and instructions issued from time to time. In absence of any particular reference the contractor shall refer to relevant Indian Standard and also the State Government rules and regulations. The persons responsible for compliance of code shall be named by the bidder. To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement made by the bidder shall be open to inspection by the employer and WBSEDCL. When the work is done near any place where there is risk of drowning, all necessary equipments shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of work. Notwithstanding the above clauses there is nothing in those to exempt the bidder from the operations of any other Act or Rule in force in the Republic of India. All storage, handling & use of flammable liquids shall be under the supervision of qualified persons. First aid arrangements with the degree of hazard and with no. of workers employed shall be maintained in a readily accessible place throughout the whole of working hours.

38. 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 Kolkata High Court.

39. 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.

40. 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.

41.0 Insurance

- 41.1 Before commencing the execution of the Works and services, the Contractor shall, without in any way limiting his obligations and responsibilities under this clause, indemnify the Purchaser against any damage/loss or injury which may occur to any property or to any person (including any employee of the Employer) by or arising out of carrying out of the Contract.
- 41.2 Towards this end, the Contractor shall arrange adequate insurance coverage, in the joint names of the Employer and the Contractor at his own cost from any of the Insurance company approved by IRDA, from the date of commencement of the Work and services to the end of the Defects Liability Period, to the nature and content, amounts and deductibles events which interalia will include the following:
- a. loss of or damage to the Works and services including Purchaser Issued Materials;
 - b. loss of or damage to the Contractor's T&P
 - c. loss of or damage to the property other than Works and services including those of third parties; and
 - d. Injury and death of personnel belonging to the Contractor, the Purchaser or any other party.
- 41.3 Contractor shall ensure that the insurance coverage include any loss or damage to his staff, supervisors, engineers and others who are not covered by Workmen Compensation Act. Alternatively, the Contractor will take suitable additional or separate insurance policies to cover the same.
- 41.4 The Contractor shall take the policy in the joint name of Employer and the Contractor. All these policies shall indicate Employer as the beneficiary. The policy shall be kept valid till the date of the Operational Acceptance of the project and the period of the coverage shall be determined with the approval of the Employer.
- 41.5 Policies and certificate for insurance shall be delivered by the Contractor to the Controlling Officer for the Controlling Officer's approval before the date of commencement of Works and services.
- 41.6 The aforesaid insurance policy/policies shall provide that they shall not be materially modified/ cancelled till the Controlling Officer has agreed to such modification or cancellation in writing.
- 41.7 Upon grant of the time extension by the Controlling Officer, it is understood that the Contractor's liability of indemnity will be extended suitably without any further action by the Employer and the Contractor shall promptly furnish documentary evidence to the Controlling Officer towards extension of insurance policies for the period of time extension.
- 41.8 The Contractor shall ensure that where applicable, his sub-contractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for the part of the Works and services executed by them under the Contract, unless such sub-contractor(s) are covered by the policies taken out by the Contractor.
- 41.9 If the Contractor shall fail to effect and keep in force the insurance coverages, referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case the Employer may, without being bound to, effect and keep in force any such insurance coverage and pay such premium(s), as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.
- 41.10 If the Contractor does not provide any of the policies and certificates required, the Employer, with due notice to the Contractor may affect the insurance which the Contractor should have provided and recover the premiums, the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due from the Contractor.

- 41.11 In case of any theft of any equipment/material, the Contractor shall lodge FIR in time to the concerned police station and simultaneously take action to lodge claim to the insurance company and inform the Controlling Officer by endorsing a copy of the FIR and the claim. In case of any loss/damage covered in the policy due to any reasons other than theft, Contractor shall lodge claim to the insurance company and inform the Controlling Officer by endorsing a copy of the claim. Contractor shall follow-up for the final report from the police authorities/insurance company and for early settlement of the insurance claim. Detailed break-up of item-wise equipment/materials cost furnished by Employer shall form the basis for lodging the claim in respect of owner supplied materials and settlement of any loss covered in this policy
- 41.12 In case of theft/loss/damage of any equipment/materials issued by the Employer, either during storage or under erection during the pendency of the Contract, the Employer shall replenish the same free of cost after being satisfied that proper action has been taken for lodging the insurance claim, without waiting for the settlement of any claim by the insurance company.
- 41.13 Any theft/loss/damage of the Employer's equipment/materials while in Contractor's custody due to any lapses on Contractor's part shall be recoverable from Contractor in full to the extent not compensated through the settlement benefit received from the insurance company.
- 41.14 Contractor shall vigorously follow up all insurance claims with all concerned authorities so that the settlements are received in time. Insurance claims which remain unsettled at the time of taking over of the Works and services due to default on Contractor's part, shall be recovered from Contractor's pending bills/ security deposit or through other action for timely closing of the Contract. Under such circumstances and after recovery of the amount, Contractor shall be authorised to receive pending settlement benefit for such claim directly from the insurance company.
- 42. Miscellaneous:**
- 42.1 For timely completion of the work the contractor must have to deploy all necessary equipment, tools & tackles and machineries, adequate shuttering to execute the work at a time to perform all works simultaneously as per requirement of WBSEDCL.
- 42.2 The entire work shall be inspected by WBSEDCL representative from time to time at site as necessary. The Contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of the site, WBSEDCL shall have the right to reject any work not conforming to the specification without being liable for any explanation or compensation. The authorized representative of WBSEDCL shall have the free access to the work site, contractor site office and store.
- 42.3 During the execution of the work, if any, problem arises which is not covered by the specifications, the contractor shall seek necessary clarification and instruction from WBSEDCL. Such instruction shall be binding on the contractor and shall be observed in full.
- 42.4 The Contractor shall make his own arrangement for the labour, construction equipment, tools and tackles and construction materials, construction water, office / labour accommodation, water supply, sanitation.
- 42.5 Electricity for construction purpose, if supplied by WBSEDCL, the charge shall be borne by the Contractor at the rate specified by WBSEDCL. The Contractor cannot claim any compensation for any failure in such supply caused due to any reason whatsoever in case of non-availability of electricity for construction purpose from WBSEDCL. The Contractor has to arrange the same at his own cost.
- 42.6 The Contractor shall strictly follow the safety rules, regulations and instructions issued from time to time. In absence of any particular reference the Contractor shall refer to the Indian Standard and also the State Government rules and regulations.
- 42.7 The contractor shall take all precautions during execution, especially while excavating underground works, such as cables, pipelines, drains etc. and provide all possible precautions to these works and incase they are damaged, rebuild / divert them at his own cost.
- 42.8 All guarantees and test certificates obtained by the contractor during the execution of the work shall be transferred to the WBSEDCL before issue of the final payment.
- 42.9 The Contractor shall provide all necessary storage at the site in specified areas for all materials which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open in such manner that all such material shall be duly protected from damage by weather or any other cause. All such stores shall be cleared after completion of work and the entire site shall be clean and free from debris. All material shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.
- 42.10 The cost of testing of any material shall be borne by the Contractor.
- 42.11 All works are to be carried out with due regard to the convenience of the occupants of the premises and with close coordination with other Contractors who may be working on that area. All arrangements / program of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accident to the occupants, users & workers. The Contractor must see that all damages to any property, which in the opinion of the Controlling Officer are due to the work of Contractor, are promptly rectified as per direction and to his satisfaction. The construction of work must be done in such a way as not to dislocate or disturb any existing structure.

- 42.12 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.
- 42.13 Any services if affected by the work must be restored by the Contractor on emergency basis at his own cost.
- 42.14 After completion of work, the finishes shall be of high quality and approved standard.
- 42.15 No omission or ambiguities in the drawing or in the specifications will relieve the contractor from responsibility for material or completeness of the work.
- 42.16 All drawings supplied with the bid documents are for guidance only.
- 42.17 The Contractor shall not off-load the Contract or part thereof to any sub-contractor without obtaining prior written permission from the controlling officer of the work. If allowed, the liabilities and obligations to the contract shall remain with the Contractor himself.
- 42.18 WBSEDCL's representative may during the progress of work, order for re-execution of part or whole of the work executed, found not in accordance with the approved drawings, specifications, instructions. No extra claim shall be entertained for re-execution or altering or such works.
- 42.19 WBSEDCL shall not be liable under any circumstances for any accidents / untoward incidents, if happened during execution of works.
- 42.20 The Contract shall be binding according to Acts/Laws in force in the country and shall be under the jurisdiction of court's of Kolkata High Court.
- 42.21 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national Govt. Authorities or public service undertakings in the country where the site is located that are necessary for the performance of the Contract at his own cost and expenses. If requested by the Contractor, the Employer shall use its best endeavours to assist the contractor in this matter at the cost & expenses of Contractor.
- 42.22 The Contractor shall at its own risk and expenses transport all the plant and equipments including his own equipments, if any, to site by the mode of transport that the Contractor judges most suitable under all the circumstances for safe and damage free transporting of materials during transport and thereafter safe storage and handling of the concerned materials.
- 42.23 Contract Closing:- On completion of handing over formality and successfully completion of defect liability / Guarantee period, the contract shall be closed on completion of the following formalities:-
- i) Materials Reconciliation with detailed consumption statement.
 - ii) Payment reconciliation as per Contract, submission of statement for payment of all statutory taxes to Govt. and other concerned authorities.
 - iii) Approval for extension of completion time, with or without compensation / LD, as required.
 - iv) Certificate of Project Manager R.E to the effect that erection, testing & commissioning of equipment have been completed as per specifications laid down in the Contract and defects noted at the time of commissioning and notified to the agency have been liquidated to the satisfaction of Employer.
 - v) Removal of construction meant for site stores, hutment, labour colony etc. if any, in the premises of Employer.
 - vi) Certificate from Project Manager R.E in charge regarding final amendment of drawings and detailed of such amendments and receipts thereof (for line)
 - vii) Receipts of compliance report on Quality Assurance Mechanism along with photograph, assurance document by PMA.
 - viii) Certificate regarding return of Performance Bank Guarantee and Indemnity Bond after completion of Defect Liability period by Project Manager R.E.

-----End of GCC-----

Section-IV

Scope of Works / BOQ

Scope of Works

Scope of work as mentioned in BOQ.

**Construction Standard & Drawings as mentioned in SBD for Works and Construction
Standard & Drawings of WBSSEDCL to be followed.**

Section- V

Sample Forms & Procedures (SF)

Bidders must submit forms (signed) attached with the GCC of the tender. Those are

1. Annexure II (A)
2. Annexure II
3. Annexure III
- 4 Bank Certificate
5. Authorisation letter (if reqd.)
- 6.Financial parameters for QR

Sample Forms & Procedures (SF)

Bid Forms, Price Schedules & Attachments & PMA Roles Section-I (Bid Forms & Attachments)

Annexure -1

List of materials & equipment to be supplied by WBSEDCL

S No	Material Code	Description of Materials	Unit	Quantity

.....
Sign & Seal

BID FORMS , ATTACHMENTS & PRICE SCHEDULES

Annexure II(a)

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, -----, 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 -----(Name of the Company)
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 Bid security and banning/ delisting of our firm and all partners of the firm etc.

Signature of the Bidder

Dated-----

Annexure-II

Format of Letter for submission of Bid

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

To

The Chief Engineer R.E.

..... R.E. HQ

West Bengal State Electricity Distribution Company Limited,

.....,

....., District- PIN-----.

Sub: Letter for submission of Bid for the work

.....
.....
.....
.....
.....

Ref:1.NITNo.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 Bid Guarantee, Cost of bid, Power of attorney & Undertaking being submitted by us in hard copies, which have been furnished on-line also.

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.

Thanking you,
Yours faithfully,

.....
.....

Annexure-III

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD.

.....R.E. HQ : ,
.....: PIN -----

Tender Notice No:/....

Dated:

BID PROPOSAL

From :

Bidder's Name and Address :

Contact person :
Designation :
Telephone No. - (L/L & mobile) :
Fax :
Tender Reference :

To
The Project Manager
Malda RE Project
West Bengal State Electricity Distribution Company Limited,
.....,
..... District.-

Sub. : Proposal for submission of bid for
.....location of WBSEDCL in
West Bengal

Dear Sir,

We the undersigned Bidder(s), having read and examined in details the specifications and other documents of the subject Bid, do hereby propose to execute the contract as per specification as set forth in your Bid-Document.

1) PRICES AND VALIDITY :

- 1.1 All prices and other terms and conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of the bids (Cover-1). We further declare that prices stated in our proposal are in accordance with your bidding and prices are firm.
- 1.2 We confirm that our bid prices include all other taxes and duties and levies except Service Tax and confirm that any such taxes, duties and levies additionally payable shall be to our account. We further confirm that no tax, duties in any form shall be payable by Owner except Service Tax as per Rule.
- 1.3 We further declare that if any income-tax, surcharge/cess of income tax or any other corporate tax is attracted under the law, we agree to pay the same.
- 2 Cost of Bid: We have enclosed DD as cost of bid in favour ofof Rs.....payable at of..... vide DD No..... dated.....
- 3 BID GUARANTEE: We have enclosed a Bid Guarantee in the form of Demand Draft / Bankers Cheque / Pay Order fromBank drawn in favour of WBSEDCL for an amount of Rs.....
- 4 Price Bid:- We further declare that our total bid price inclusive of G.S.T all taxes, duties, Cess etc (has been uploaded through system within due date.
- 5 Bid Pricing:- We further declare that the prices stated in our proposal are Firm and in accordance with your ITB included in Conditions of Contract of Bid documents.
- 6 We are aware that the Price Schedules do not generally give a full description of the Work to be performed under each item and we shall be deemed to have read the technical specifications, scope of works and other sections of the Bidding Documents and Drawings to ascertain the full scope of Work included in each item while filling-in the rates and prices in price schedule quoted and uploaded in e-procurement web-portal.
- 7 Format of undertaking - We have enclosed format of undertaking as per annexure –I.
- 8 DEVIATIONS :

We declare that contract shall be executed strictly in accordance with the specifications and documents. We are aware that, our online price bid is liable to be rejected in case the same contains any deviation/omission from the contractual and commercial conditions and technical Specifications as per Bid documents.

9 WORK SCHEDULE :

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal, we fully understand that the work completion schedule stipulated in the proposal is the essence of the Contract, if awarded. The completion schedule of the various major key phases of the work will be as per time Schedule submitted by us and approved by in order to maintain the completion time schedule of bid documents.

10 CONTRACT PERFORMANCE GUARANTEE :

We further agree that if our proposal is accepted, we shall provide a Contract Performance Bank Guarantee in the form and value, as applicable and as stipulated in Bid document in the form of Bank Guarantee / Demand Draft in your favour within stipulated time as mentioned in bid from the date of placement of Letter of Award and undertake to enhance/extend the same, as required, as to be informed time to time.

11 We agree to abide by this bid for a period of six (06) months from the date fixed for opening of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

12 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.

13 Quality Plans:- The Contractor is responsible for the proper execution of works as per drawings.. The Owner will also undertake quality surveillance and quality audit of the Contractor's /Sub-Contractor's works, systems and procedures and quality control activities. The Contractor further agrees that any changes in Quality Plan will be made only with the Owners approval.

14 We also understand that you are not bound to accept the lowest or any bid you may receive and we shall not raise any objection. Your decision shall be final in all matters related to NIT.

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

Thanking you, we remain,

Yours faithfully,

Date _____

Place _____

(Signature) _____

(Name) _____

(Designation) _____

(Common Seal) _____

Business Address:

Name & Address of Authorized Signatory:

**FORM OF NOTIFICATION BY THE EMPLOYER TO THE BANK
(Applicable for Forfeiture of Bank Guarantee)**

To: *(insert Name and Address of the issuing Bank)*

Ref.: Forfeiture of Bid Security Amount against Bank Guarantee No. dated for, issued by you on behalf of M/s.*(insert name of the Bidder)*

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favour foras Performance Bank Guarantee for the bid submitted by M/s.(*insert name of the Bidder*) against(*insert amount of Bid Security in figures & words*).....

As per the terms of the said guarantee, the bank has guaranteed and undertaken to pay immediately on demand by the Employer the amount of without any reservation, protest, demur and recourse. Further, any demand made by the Employer shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.

In terms of the said guarantee, we hereby submit our claim/demand through this letter for remittance of Performance Bank Guarantee amount to West Bengal State Electricity Distribution Company Limited owing to the occurrence of the condition referred to at Sl. No. The Bank is requested to remit the full guaranteed sumtowards proceeds of the Performance Bank Guarantee in the form of Demand Draft in favour of 'West Bengal State Electricity Distribution Company Limited ', payable at Kolkata.

Thanking you,

For West Bengal State Electricity Distribution Company Limited

(AUTHORISED SIGNATORY)

Copy to:

.....(*Registered Office of the Bank*)....

FORM OF NOTIFICATION BY THE EMPLOYER TO THE BANK
(Applicable for conditional claim pending extension of Bank Guarantee by the Bidder)

To: *(insert Name and Address of the issuing Bank)*

Ref.: Conditional Claim against Bank Guarantee No. dated for valid up to
issued by you on behalf of M/s.*(insert name of the Bidder)*

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favour on behalf of M/s.*(insert name of the Bidder)*, who have submitted this Bank Guarantee to us towards Performance Bank Guarantee against*(insert name of the Package)*.....under.....*(insert Specification No)*.....

We, West Bengal State Electricity Distribution Company Limited do hereby request you to lodge our claim/demand against the subject Bank Guarantee for full guaranteed sum. Kindly note that this claim/demand against the subject Bank Guarantee is without any further notice in case the amendment to Bank Guarantee No. dated extending its validity up to is not got arranged by*(insert name of the Bidder)* in our favour and are not received by us up to In such an event you are requested to remit the full guaranteed amount in terms of the subject guarantee in its letter and spirit and proceeds of this Bank Guarantee shall be forwarded to us in form of demand draft in favour of 'West Bengal State Electricity Distribution Company Limited, payable at Kolkata.

This is without prejudice to our right under this guarantee and under the law.

Thanking you,

For West Bengal State Electricity Distribution Company Limited

(AUTHORISED SIGNATORY)

Copy to:

(insert Name and Address of the Bidder)

- You are requested to do the needful so that the amendment to the subject Bank Guarantee extending the validity up to is received by us by

FORM OF 'NOTIFICATION OF AWARD OF CONTRACT' FOR INSTALLATION OF PLANT AND EQUIPMENT

Ref. No. :

Date :

.....(*insert Contractor's Name & Address*).....

.....

.....

.....

[in case of Joint Venture, the aforesaid details shall be of the Lead Partner and the following shall also be included:

(Lead Partner of the Joint Venture of M/s. and M/s.)]

Attn : Mr.....

Sub. : Notification of Award for Services Contract for (*insert name of the Package*) Specification No.:
..... Domestic Competitive Bidding. (Project Funding: Domestic).

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 Our Invitation for Bids (IFB) dated

1.2 Bidding documents for the subject package issued to you vide our letter Ref. No. dated, comprising the following:

- | | | |
|----|--|--------------------------------|
| a) | Conditions of Contract | Volume-I (IFB, ITB, GCC etc.) |
| b) | Bid Form, Attachments, Price Schedules & PMA Roles | Volume-II |
| c) | Construction Standards & Drawings | Volume-III |

1.2.1 Amendment/Errata No. to Bidding Documents issued to you vide our letter no. dated
(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)

1.2.2 Clarifications to the Bidding Documents, pursuant to pre-bid conference held on, issued to you vide our letters no. dated *(Use as applicable)*
(Applicable only if any clarification to the Bidding Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO BID OPENING)

1.3 First envelope of your Bid submitted/the Bid submitted by the Joint Venture (JV) of M/s. (Lead Partner) and M/s. (Other Partner) for the subject package under Proposal reference no. dated was opened on *(Use as applicable) - (Techno-Commercial date)*

1.4 Intimation for Opening of Price Schedule issued to you vide our letter no. dated

1.5 Your Bid/the Bid by the Joint Venture (JV) of M/s. (Lead Partner) and M/s. (Other Partner) under proposal reference no. dated was opened on.....*(Use as applicable)*

1.6 Post bid discussions we had with you on various dates from to resulting into the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as APPENDIX (NOA)-1with this Notification of Award.

2.0 AWARD OF CONTRACT AND ITS SCOPE

2.1 We confirm having accepted your Bid of M/s. (referred to at para 1.3 & 1.5 above) read in conjunction with all the specifications, terms & conditions of the Bidding Documents (referred to at para 1.2, 1.2.1 & 1.2.2 *[modify as applicable]* above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.6 above), and award on you the 'Services Contract' for performance of all other activities, as set forth in the documents, viz. For providing all erection services including inland transportation for delivery at site, insurance, unloading, storage, handling at site, installation, Testing and Commissioning including

performance testing in respect of all the equipment supplied by WBSEDCL under this Contract, and any other services specified in the Contract Documents for the *(insert name of Package along with name of the Project)*.....

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the Bidding Documents and/or your bid but are necessary for the successful completion of your scope under the Contract for the construction of *(insert name of Package along with name of the Project)*....., unless otherwise specifically excluded in the Bidding Documents or in this NOA.

- 2.1.1** You,, shall be liable jointly and severally for the execution of the Contract in accordance with terms and conditions of the Contract. As per the Power of Attorney furnished in your favour , as enclosed with Bid Proposal , you shall act as the In-charge of the above for execution of the Contract.
- 2.1.2** **Specification of work covers** the following scope of work: The scope of work under the subject work includes Survey, planning, design, engineering, assembly manufacturing, testing, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning and documentation of all items/material required to complete the Electricity Infrastructure works in **Sub-Station/ area in** **District of West Bengal** which *inter-alia* include construction of New 33/11 kV Substation, construction of 33 kV lines & 11 kV lines and new 33KV source for existing 33/11 kV substations spread all over the district.
- 2.1.3** **Rate:** The Rate quoted by you is exclusive G.S.T, which shall remain Firm during the entire period of execution of contract. No escalation whatsoever shall be granted.
- 2.1.4** **Delivery & Custody of Materials:** The required material shall be delivered by WBSEDCL from its nearest store as per Material List according to Project Execution Plan. Proper handling, storage, personnel required for care of these materials after issuance from WBSEDCL's store etc. shall be on your account till taking over of the facilities by WBSEDCL.
- 2.1.5** **Variation, Addition & Omission:-** The Contractor shall not modify the work except under direction in Writing by the WBSEDCL. The quantities provided in the schedule of works are provisional only which may vary item wise up to overall +- 10% of total Contract Price. The Quoted rate of each item shall remain firm. WBSEDCL reserves the right to alter, amend, omit or otherwise vary the quantities as per Clause 20 of GCC. Payment shall be made as per actual execution.
- 2.1.6** **Completion of work:** All works under the Contract shall have to be completed within 10 months as mentioned in SBD.
- 2.1.7** You will have to submit & follow Project Execution Plan as per SBD. Tools & Tackles required for work shall be arranged by you on your own cost & expenses.
- 2.1.8** **Statutory Obligations Compliance:** You shall have to follow all statutory compliance & other Safety rules as per clause 18, 19 & 39 of GCC and related documents shall have to be submitted time to time as per requirement.
- 2.1.9** **Accidents:** The company shall not be responsible / liable to pay any compensation as per latest Workmen Compensation Act for any accidents caused to any of your workers or to any other person or property arising out of the execution of work and / or executed portion of the work, till it is officially handed over to WBSEDCL.
- 2.1.10** **Shutdown:** Necessary shutdown will be arranged by respective officer of WBSEDCL as per the convenience of WBSEDCL.
- 2.1.11** **Termination of Contract:-** WBSEDCL reserves the right to withdraw the work from you and offer to any other contractor at your risk and cost in case you abandon the work or fail to maintain a steady progress of the work. Right will be affected for your non response against 14 (Fourteen) days notice or if you fail to justify the cause against termination of contract.
- 2.1.12** **Damage to WBSEDCL Property:** Any damage to WBSEDCL's property due to mishandling etc. by you should be repaired / compensated by you at your own cost.
- 2.2** After the award of Contract for Erection works of the Material supplied to you free of cost by WBSEDCL, you shall be overall responsible to ensure the execution of entire Contracts to achieve successful completion and taking over of the works by WBSEDCL as per the requirements stipulated in the Bidding Documents. It is expressly understood and agreed by you that any default or breach under the 'Contract' or occurrence, giving us a right to terminate the 'Contract', either in full or in part, and/or recover damages there under. It is also expressly understood and agreed by you that the equipment/materials supplied by WBSEDCL, when erected, installed & commissioned by you under this 'Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

3.0 **CONTRACT PRICE**

- 3.1 The total Contract Price for the entire scope of work under this Contract shall be (*Specify the currency and the amount in figures & words*)exclusive of G.S.T as noted below:

Sl. No	Price Component	Amount
1.	Local Transportation and other Incidental Services	Inclusive in Installation Service
2.	Installation Services	
Total for Services Contract		

- 3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.
- 4.0 You are required to furnish at the earliest a Contract Agreement, as per the Bidding Documents, as per the Bidding Documents.
- 5.0 All the payments shall be made on an eligible bank as described in the Bidding Documents.
- 6.0 The schedule for Taking Over/Completion of Facilities by the Employer upon successful completion of the (*insert name of Package along with name of the Project*) shall be 6/12/XX (Six/Twelve) months from the date of issue of this Notification of Award for all contractual purposes.
- 7.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award.
- 8.0 You shall submit **Performance Bank Guarantee @ 10% of the Contract value** and enter into a Contract Agreement with us within Fourteen (14) days from the date of this Notification of Award.
- 9 You shall have to furnish an Indemnity Bond in the prescribed format before commencement of work.
- 10 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

11.0 **Terms & Procedure for Payment:-**

Progressive R/A bills, against the prayer of the contractor, for an amount of minimum 20% (twenty percent) up to 80 % (eighty) of the ordered value or as deemed justified by the Controlling Officer shall be released against certification of the Controlling Officer. The bill shall be released within 45 (forty five) days of its submission. The final bill shall be released on completion of the work in all respect and fulfilment of all contractual obligations by the contractor.

- 11.1 The final payment against the contract shall be paid on successful erection, testing and commissioning of the works and issuance of Taking over Certificate by the Employer & reconciliation of the materials utilised for the work.
- 11.2 Bid Security (BID SECURITY) of Successful Bidder may be refunded after receipts of the Signed Contract Agreement and Performance Security @ 10% of the Contract value. . If any defect in erection work is noticed within the Guarantee Period, that defect shall be rectified by the Contractor at free of cost. After successful completion of the Guaranteed Period, the Performance Bank Guarantee shall be released with the clearance of controlling officer of the work.
- 12.0 **Taxes & Duties:-** The price is inclusive of all Taxes & duties, Freight & Insurance, other levies & all other charges except G.S.T. which is payable as per prevailing rule. Any such Taxes, duties, cess etc. if additionally payable will be on your account and no separate claim on this account shall be entertained by WBSEDCL. However, WBSEDCL shall be entitled to deduct Income Tax, BOCW Cess, TDS under GST if applicable & other statutory deductions etc. as per rule.
- 13.0 **Other Terms & Conditions etc.** not mentioned here specifically shall be guided by the prevailing Bid documents & Guidelines of WBSEDCL.
- 14.0 **Source of Fund:-** Source of Fund shall be loan fund sanctioned by RECL to be mentioned specifically.

15.0 Controlling Officer:- Project Manager of Concerned R.E. Project..

16.0 Supervising Officer:- Any authorised Officer of PM Office.

17.0 Nodal Officer:- Any authorised Officer of PM Office.

18.0 Bill Processing Authority:- Bill Certifying, Processing & Passing Authority- concerned Officers of PM Office.

19.0 Bill Paying Authority:- Addl. GM(F&A),REHQ is paying authority

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

For and on behalf of
West Bengal State Electricity Distribution Company Limited

(Authorised Signatory)

Enclosures:

APPENDIX (NOA)–1-Record Notes of Post - Bid Discussions held on various dates from ... to

2) List of Materials to be supplied by WBSEDCL free of cost to the Contractor for Erection, Intallations etc.

Note:(1) Instructions indicated in italics in this notification of award are to be taken care of by the issuing authority. The Forms may be modified appropriately to suit the specific requirement of the Contract.

FORM OF CONTRACT AGREEMENT

SERVICES CONTRACT AGREEMENT BETWEEN West Bengal State Electricity Distribution Company Limited AND M/s. (Name of Contractor)/JOINT VENTURE (JV) OF M/s. (Name of Lead Partner).... (THE LEAD PARTNER OF THE JV) AND M/s. (Name of Other Partner)..... (THE PARTNER OF THE JV) [Use as applicable]

THIS CONTRACT AGREEMENT No. (also referred to as 'Services Contract') is made on the day of 20....

BETWEEN

(1) West Bengal State Electricity Distribution Company Limited a company incorporated under the laws of Companies Act 1956/2013 (with amendment from time to time) and having its Registered and its Corporate Office at Vidyut Bhawan, Block-DJ, Sector – II, Bidhannagar, Kolkata – 700 091 Office (hereinafter called "the Employer" and also referred to as "WBSEDCL")

AND

(2) M/s (Name of Contractor), a company incorporated under the laws of Companies Act 1956/2013 (with amendment from time to time) and having its Principal place of business at (Address of Contractor) and Registered Office at (Registered address of Contractor) (hereinafter called "the Contractor" and also referred to as "..... (insert abbreviated name of the Contractor)")

WHEREAS the Employer desires to engage the Contractor for providing all the services inter-alia including for the complete execution of the (insert name of Package along with name of the Project)..... as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

VOLUME – A

1. This Contract Agreement and the Appendices thereto.
2. Invitation for bids (Reference No..... dated.....)
3. Pre-bid clarification (Reference No..... dated.....)
4. Letter of Intent (Reference No..... dated.....)
5. Mutually agreed contract(Project) execution plan (Reference No..... dated.....)
6. Contract Performance Bank Guarantee (Reference No..... dated.....)
7. Letter of Award (Reference No..... dated.....)

VOLUME – B

3. "Bidding Documents" comprising of the following:
The Bidding Document is a compilation of the following and shall include amendments.... to, if any, thereto:

- a. VOLUME – I: Condition of contract:**
- | | |
|--------------|---|
| Section I: | Invitation for Bid (Section - IFB) |
| Section II: | Instructions to Bidders (Section – ITB) |
| Section III: | General Conditions of Contract (GCC) |
| Section IV: | Scope of Works |

a. VOLUME – II: Bid –Proposal Sheets & Forms etc.:

- | | |
|------------|--|
| Section-I: | Sample Forms and Procedures (FP) |
| 1. | Bid Form & Price Schedule |
| 1.1 | Bid Form |
| 1.2 | Price Schedule |
| 2. | Form of Notification by the Employer to the Bank |
| 3.a | Applicable for forfeiture of Bank Guarantee |

- 3.b Applicable for conditional claim pending extension of Bank Guarantee by the bidder.
4. Form of 'Notification of Award of Contract' for Installation of Plant and equipment
5. Form of Contract Agreement
- 5.1 Appendix-1: Terms and Procedures of Payment (GCC-22)
- 5.2 Appendix-2: Insurance Requirements (GCC-42)
- 5.3 Appendix-3: Time Schedule (GCC-23)
- 5.4 Appendix-4: Scope of Works and Supply by the Employer (GCC-13)
6. Performance Security Form
7. Form of Taking over Certificate
8. Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in instalments by Employer For performance of its contract
9. Form of Authorisation Letter
10. Form of Trust Receipt for Plant, Equipment and Materials received
11. Form of Extension of Bank Guarantee
12. Format for Evidence of Access to or Availability of Credit/ Facilities
13. Form of Operational Acceptance
14. Form of Taking Over Certificate
15. Form of Certificate of Financial Parameters for QR

Section II: Price Schedules

Section-III: Project Management System (PMS), Quality Assurance & Evaluation Mechanism, Documentation & PMA

b. Volume-III: Technical Specifications, Drawings:

Section I: Construction Standard

Section II: Tender Drawings

VOLUME – C

4. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.).

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed.

1.3 Definitions (Reference GCC Clause 1/SCC Clause 1)

1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 7)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of (*amount in words*) (*amount in figures*)), or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the Contract price is as under:

Sl. No.	Price Component	Amount
1.	Local Transportation and other Incidental Services	Included in Installation Services
2.	Installation Services	
3.	Training Charges (if required)	Not Applicable
Total for Services Contract		

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

2.2 Terms of Payment (Reference GCC Clause 22)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Terms and Procedures of Payment hereto.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference GCC Clause 1)

The Time of Completion of Facilities shall be determined from the date of the Notification of Award i.e., from

Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

List of Appendices

Appendix 1	Terms and Procedures of Payment (GCC-22)
Appendix 2	Insurance Requirements (GCC-42)
Appendix 3	Time Schedule (GCC-23)
Appendix 4	Scope of Works and Supply by the Employer (GCC-13)

Article 5.

The Contract Agreement No. has also been made on the day of 20...., between the Employer and the Contractor for the Erection Contract (hereinafter referred to as the "Contract") for the subject package which includes Survey, planning, design, engineering, assembly manufacturing, testing, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning and documentation of all items and WBSEDCL supplied material required to complete the Electricity Infrastructure works in **Sub-Station / area inDistrict of West Bengal** *which inter-alia include construction of New 33/11 kV Substation, construction of 33 kV lines & 11 kV lines and new 33KV source for existing 33/11 kV substations spread all over the* for the complete execution of the (insert name of Package along with name of the Project).....

Notwithstanding the award of contract under one separate contracts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of the total contract to achieve successful completion and taking over of the facilities by the Employer as per the requirements stipulated in the Contract. It is expressly understood and agreed by the Contractor that any default or breach under any part of the 'Contract' shall automatically be deemed as a default or breach of the 'Entire Contract' also and any such breach or occurrence or default giving the Employer a right to terminate the 'Contract' either in full or in part, and/or recover damages there under the Contract, shall give the Employer an absolute right to terminate the "Contract" at the Contractor's risk, cost and responsibility, either in full or in part and /or recover damages under this 'Contract' as well. However, such breach or default or occurrence in the 'Contract' shall not automatically relieve the Contractor of any of its responsibility/ obligations under this 'Contract'. It is also expressly understood and agreed by the Contractor that the equipment /materials supplied by the Employer free of Cost to Contractor for this 'Contract' when installed and commissioned by the Contractor under this 'Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and
on behalf of the Employer

.....
Signature

.....
Title

in the presence of

Signed by for and
on behalf of the Contractor

.....
Signature

.....
Title

in the presence of

(Separate Contract Agreements shall be executed by the Employer and the Contractor in accordance with the Construction of the Contract stipulated at BDS Clause [ITB 30.4]. The forms of Contract under both Alternative i.e., a & b shall be used).

---End---

PERFORMANCE SECURITY FORM

Bank Guarantee No.

Date.....

Contract No.....

.....[Name of Contract].....

To: The Chief Engineer R.E)
West Bengal State Electricity Distribution Company Limited
.....R.E. HQ
.....
Pin.....
Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on(insert date of the Contract)..... between M/s. West Bengal State Electricity Distribution Company Limited, having its Registered Office at Vidyut Bhawan, Block-DJ, Sector – II, Bidhannagar, Kolkata – 700 091("the Employer"/" West Bengal State Electricity Distribution Company Limited") **on behalf of Government of West Bengal (hereinafter referred to as 'Govt. of West Bengal' / 'Owner')**, and M/s (Name of Contractor), having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") concerning construction of New 33/11 kV Substation, construction of 33 kV lines & 11 kV lines spread all over the district for the complete execution of the (insert name of Package alongwith name of the Project)..... [Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract signed on(insert date of the Contract)..... between M/s. West Bengal State Electricity Distribution Company Limited, having its Registered Office at Vidyut Bhawan, Block-DJ, Sector – II, Bidhannagar, Kolkata – 700 091("the Employer") **on behalf of Government of West Bengal (hereinafter referred to as 'Govt. of West Bengal' / 'Owner')**, and M/s (Name of Contractor), having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") and the Contract ("the Contract") signed on(insert date of the Contract)..... between West Bengal State Electricity Distribution Company Limited **on behalf of Owner** and M/s (Name of Associate), having its Principal place of business at(Address of Associate) and Registered Office at(Registered address of Associate), the Associate of the Contractor for executing the Facilities concerning construction of New 33/11 kV Substation, construction of 33 kV lines & 11 kV lines spread all over the district for the complete execution of the (insert name of Package alongwith name of the Project)..... [Applicable for Bank Guarantees to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to the Employer up to i.e., Ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., up to and inclusive of (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by the Employer duly authorized officer or the authorized officer of **Owner** declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to the Employer whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. up to and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to the Employer shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*)_____
[_____ (*value in words*)_____].
2. This Bank Guarantee shall be valid up to _____(*validity date*)_____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (*validity date*) _____."

Unquote

**FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT
HANDED OVER IN INSTALMENTS BY WBSEDCL FOR PERFORMANCE OF ITS CONTRACT**

INDEMNITY BOND

THIS INDEMNITY BOND is made this day of 20..... by a Company registered under the Companies Act, 1956/2013 (with amendment from time to time)/Partnership firm/proprietary concern having its Registered Office at(hereinafter called as 'Contractor' or 'Obligor' which expression shall include its successors and permitted assigns) in favour of West Bengal State Electricity Distribution Company Limited, a company incorporated under the Companies Act, 1956/2013 (with amendment from time to time) having its Registered Office at Vidyut Bhawan, Block-DJ, Sector – II, Bidhannagar, Kolkata – 700 091 and its project all over the state of West Bengal (hereinafter called "WBSEDCL" which expression shall include its successors and assigns):

WHEREAS WBSEDCL has awarded to the Contractor a Contract forvide its Notification of Award/Contract No. datedand Amendment No. (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which WBSEDCL is required to handover various Equipment to the Contractor for execution of the Contract.

AND WHEREAS by virtue of Clause No.....of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of WBSEDCL for the Equipment handed over to it by WBSEDCL for the purpose of performance of the contract/Erection portion of the Contract (hereinafter called the "Equipment".)

NOW THEREFORE, This Indemnity Bond witnessed as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at (amount in words _____) to be handed over to the Contractor in instalments from time to time for the purpose of performance of the contract, the Contractor hereby undertakes to indemnify and shall keep WBSEDCL indemnified, for the full value of Equipment. The Contractor hereby acknowledges receipt of the initial instalment of the equipment per details in the schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent instalments of the Equipment as required by WBSEDCL in the form of Schedules consecutively numbered which shall be attached to this Indemnity bond so as to form integral parts of this Bond. It is expressly understood by the Contractor that handing over the despatch title documents in respect of the said Equipments duly endorsed by WBSEDCL in favour of the Contractor shall be construed as handing over the Equipment purported to be covered by such title documents and the Contractor shall hold such Equipments in trust as a Trustee for and on behalf of WBSEDCL.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at WBSEDCL project Site against all risks whatsoever till the Equipment are duly used/erected in accordance with the terms of the Contract and the Plant/Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by WBSEDCL. The Contractor undertakes to keep WBSEDCL harmless against any loss or damage that may be caused to the Equipment.
3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
4. That WBSEDCL is and shall remain the exclusive Employer of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by the Employer or Employer's Representative in this regard. Further, WBSEDCL shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, mis-utilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of WBSEDCL to return the equipment without any demur or reservation.

5. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Employer's Representative as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at its own cost and/or shall pay the amount of loss to WBSIEDCL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to WBSIEDCL against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of WBSIEDCL, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE No. 1

Particulars of the Equipment handed over	Quantity	Particulars of Despatch title Documents		Value of the Equipment	Signature of the Attorney in token of receipt
		RR/GR No. date of lading	Carrier		

For and on behalf of
M/s.....

WITNESS

1. Signature.....

Name.....

Address.....

Signature.....

Name.....

Address.....

2. Signature.....

Name.....

Address.....

Authorised representative

(Common Seal

(In case of Company

Indemnity Bonds are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

FORM OF AUTHORISATION LETTER

Ref. No:

Date :

To

M/s.....
.....
.....

REF.: Contract No. dated for awarded by West Bengal State Electricity Distribution Company Limited

Dear Sir,

Kindly refer to Contract No. dated for You are hereby authorised on behalf of West Bengal State Electricity Distribution Company Limited a company incorporated under the laws of Companies Act 1956/2013 (with amendment from time to time) and having its Registered Office at Vidyut Bhawan, Block-DJ, Sector – II, Bidhannagar, Kolkata – 700 091 and its Projects all over the state of West Bengal to take physical delivery of materials/equipments covered under Despatch Document/Consignment Note No.*..... datedand as detailed in the enclosed schedule for the sole purpose of successful performance of the aforesaid contract and for no other purpose, whatsoever.

(Signature of Project Authority)**

Designation.....

Date.....

Encl: As Above.

** To be signed not below the rank of Manager.

* Mention LR/RR No.

Schedule of Material/Equipment covered under Despatch Title Document (RR No./LR No.)

Sl. No	Contract Name	NOA No./ CA No.	Description of Materials/ Equipments	Spec. No.	Qty.	Value	Remarks

(Signature of the Project Authority)

(Designation)

(Date)

FORM OF TRUST RECEIPT FOR PLANT, EQUIPMENT AND MATERIALS RECEIVED

We M/s.(*insert name of the Contractor*) having our Principal place of business at having been awarded a Contract No. dated for (*insert name of Package along with name of the Project*)..... by West Bengal State Electricity Distribution Company Limited.

We do hereby acknowledge the receipt of the Plant, Equipment and Materials as are fully described and mentioned under Documents of Title/RR/LR etc. and in the schedule annexed hereto, which shall form an integral part of this receipt as "Trustee" of West Bengal State Electricity Distribution Company Limited. The aforesaid materials etc. so received by us shall be exclusively used in the successful performance of the aforesaid Contract and for no other purpose whatsoever. We undertake not to create any charge, lien or encumbrance over the aforesaid materials etc, in favour of any other person/institution(s)/Banks.

For M/s
(*Contractor's Name*)

Dated :

(AUTHORISED SIGNATORY)

Place :

SEAL OF COMPANY

FORM OF EXTENSION OF BANK GUARANTEE

Ref. No.....

Dated:.....

To: The Project Manager
Malda RE Project, Rathbari, Malda
West Bengal State Electricity Distribution Company Limited

Dear Sirs,

Sub.: Extension of Bank Guarantee No. dated for, issued to you on behalf of M/s. *(insert name of the Contractor)* in respect of Contract No. dated *(insert name of Package along with name of the Project)* (hereinafter called original Bank Guarantee).

At the request of M/s. *(insert name of the Contractor)*, We *(insert name & address of the issuing bank)*, a Bank organized under the laws of and having its Registered/Head Office at *(insert address of registered office of the bank)* do hereby extend our liability under the above-mentioned Guarantee No. Dated for a further period of Years/Months from to expire on Except as provided above, all other terms and conditions of the original Bank Guarantee No. dated shall remain unaltered and binding.

Please treat this as an integral part of the original Guarantee to which it would be attached.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel. _____ Mobile _____

Fax Number_____

email _____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT/FACILITIES

BANK CERTIFICATE

This is to certify that M/s. _____ (*insert Name & Address of the Contractor*) _____ who have submitted their bid to West Bengal State Electricity Distribution Company Limited against their tender specification Vide ref. No. _____ for _____ (*insert name of Package along with name of the Project*)._____ is our customer for the past _____ years.

Their financial transaction with our Bank has been satisfactory. They enjoy the following fund based and non fund based limits including for guarantees, L/C 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	Utilisation as on Date

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

Signature _____

Name of Bank _____

Name of Authorised Signatory _____

Designation _____

Phone No. _____

Address _____

SEAL OF THE BANK

FORM OF OPERATIONAL ACCEPTANCE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

Pursuant to GCC 20 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated relating to the (*insert brief description of the Facilities*)..... we hereby notify you that the we System tests and Acceptance tests of the following part(s) of the Facilities were satisfactorily completed on the date specified below :

1. Description of the Facilities or part thereof
.....
2. Date of Operational Acceptance:.....

This letter does not relieve you of your obligation during the Defects Liability Period and Latent Defect warranty.

Very truly yours,

Title
(Project Manager)

FORM OF TAKING OVER CERTIFICATE

Date.....
Name of Contract.....
Contract No.....

To :

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

Pursuant to GCC 20 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated relating to the(*insert brief description of the Facilities*)..... we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below :

1. Description of the Facilities or part thereof
2. Date of Completion :.....

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Project Manager)

FORM OF CERTIFICATE OF FINANCIAL PARAMETERS FOR QR
(Rupees in Lakhs)

S. No.	Financial parameters	20120-21	2019-20	2018-19	2017-18	2016-17
1.	Net Worth					
a)	Paid up Capital					
b)	Free Reserves and Surplus*					
c)	Misc expenses to the extent not written off					
	Net Worth (a+b-c)					
2.	Annual Turnover **					
3.	Liquid Asset (Total Current Asset – Inventories)					

* Free Reserve and Surplus should be Exclusive of Revaluation Reserve, written back of Depreciation Provision and Amalgamation.

** Annual total Income/ turnover as incorporated in the Profit and Loss Account excluding non-recurring income, i.e. sale of fixed asset etc.

It is certified that all the figures are based on audited accounts read with auditors report and Notes to Accounts etc.
Date

Place

Certified By

Seal