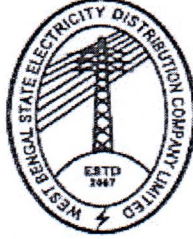


West Bengal State Electricity Distribution Company limited
(A Govt. of West Bengal Enterprise)



Invitation of e-tender for
Repairing of the damaged embankment portion at 10MW Solar Plant,
Sankrail, Jhargram, West Bengal.

Solar Power Generation Department
Data Centre Complex, 3rd floor, Action Area 1, Newtown, Rajarhat,
Kolkata - 700163, e-mail : cesolar@wbsedcl.in

✓



West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

OFFICE OF THE CHIEF ENGINEER

SOLAR POWER GENERATION DEPARTMENT

Data Centre Complex, 3rd floor, Action Area I, Newtown, Rajarhat, Kolkata- 700156

e-mail: cesolar@wbsecl.in

NOTICE INVITING E-TENDER

NIT No.:-WBSEDCL/SPGD/Sankrail/Embankment Work/2025-26/NIT-76 Date: 17/07/2025

The Chief Engineer, Solar Power Generation Department invites e-tenders for the following work:

Name of Work	Repairing of the damaged embankment portion at 10MW Solar Plant, Sankrail, Jhargram, West Bengal
Estimated Value	Rs.1,35,73,300/- (Rupees one crore thirty five lakhs seventy three thousand three hundred only)
Earnest Money	Rs. 2,71,500/- (Rupees two lakhs seventy one thousand five hundred only)
Completion Time	6 (six) months

Terms & Conditions

1. ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE BIDDING:

1.1 General

This Invitation for Bids, issued by WBSEDCL is open to the bidder who must be either a Sole Proprietorship, Registered Partnership Firm (as per the Partnership Act, 1932), Limited Liability Partnership (under the LLP Act, 2008), a Company incorporated under the Companies Act, 1956/2013 (as amended), or a Statutory Body. The bidder shall submit valid and up-to-date copies of the following documents, as applicable: Trade License, Certificate of Incorporation/Registration Certificate, PAN Card, PF Registration, ESI Registration, Profession Tax Enrolment Certificate, GST Registration (GSTIN), Labour License, Contractor License.

A Bidder shall not have a conflict of interest. Any Bidders found to be having a conflict of interest shall be disqualified. The bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:

- i) They have a controlling partner in common. or,
- ii) They receive or have received any direct or indirect subsidy from any of them;
or
- a) They have the same legal representative for purpose of this bid; or

- b) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- c) A bidder submits more than one bid in the bidding process, either individually [including bid submitted as agent /authorised representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification requirement for Bidders] or as partner in a joint venture, except for alternative offers permitted under Invitation to Bid. This results in disqualification of all such bids. However, this does not limit the participation of a Bidder as a sub-contractor in another Bid, or of a firm as a sub-contractor in more than one bid; or
- d) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the materials and services/works that are subject of the bid, or
- e) The Bidder, directly or indirectly shall not be a dependent agency of the WBSedCL.

This bidding is open to any manufacturer or erector who provides satisfactory evidence concerning the following that he:

- i. is a qualified manufacturer or erector who supply, erect, testing and commission of the type specified and has adequate technical knowledge and practical experience;
- ii. does not anticipate change in the ownership during the proposed period of work (if such a change is anticipated, the scope and effect thereof shall be defined);
- iii. has adequate financial stability and status to meet the financial obligation pursuant to the scope of the works;
- iv. has adequate field services organisation to provide the necessary field erection and management services required to successfully erect, test and commission the equipment as required by the Specifications and Documents; and
- v. has established quality assurance systems and organisation designed to achieve high levels of equipment reliability, both during his manufacturing and field installation activities.

The bidder must submit Certificate of Incorporation/ Registration of Company/Trade license, GST Registration (GSTIN), PAN Card, Labour License, Contractor License, PF Registration, Employees' State Insurance Registration and Professional Tax Registration as per the applicability. Submission of audit report with Audited Balance Sheet and Statement of Profit and Loss for companies registered under

companies Act of Last three (3) consecutive financial years for which the audited accounts are available and Tax audit report for partnership firm for the last 03 (three) Financial Years Income Tax Return for the last 03(three) Assessment Years and latest Income Tax Clearance Certificate from the appropriate authority would be necessary.

A power of attorney, duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity.

The above stated requirements are a minimum and WBSEDCL reserves the right to request for any additional information and also reserves the right to reject the Proposal of any Bidder, if in the opinion of Employer, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.

1. Techno-Commercial Requirements of the Bidder (Must Conditions):

Technical Eligibility Criteria

- 1) Successfully completed similar work(s) during the last 7 (seven) years with fulfilment of any of the following criteria :
 - a. Three Similar works, each costing at least 40% of the estimated value in a single contract,
Or
 - b. Two Similar works, each costing at least 50% of the estimated value in a single contract
Or
 - c. One Similar works, costing at least 80% of the estimated value in a single contract

Similar works are defined River embankment protection with toe protection work with boulders and geotextile and Sausage work

- 2) The bidder should furnish documentary evidences of satisfactory performances of the similar work by way of submission of completion and performance certificates issued by the Owner.
- 3) Bids may also be submitted by joint venture firms/consortium (having not more than three partners with one partner as lead partner) with requisite technical qualification of the Members of the JV as mentioned below:
 - a) At least one of the partner(s) of the joint venture/ consortium should fulfil the requirements set forth in Para 1 and 2 above.

- b) Or All the partners should jointly meet qualification requirements set forth in Para 1 and 2 above.
- 4) A list of key professionals is to be furnished by the bidder as the Team Structure for the proposed work mentioning their experience and qualification.
- 5) The bidder shall have to possess Contractors License issued by statutory Authority in Central/ State Level. In case of JV/ Consortium Bidders, any of the constituent members should have the said licence for participating in the Tender. A copy of the License shall have to be uploaded in the specified folder of the e-tender.
- 6) Bid submitted by a joint venture/consortium having not more than 3 (three) partners with one partner as lead partner, as per stipulated Qualification Requirements in Clause no. 1 shall comply with the following requirements:
- One of the partners shall be authorised by the other members of the JV/Consortium, for performing key role in execution of the contract and shall be designated as Lead Member; this authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories as per Proforma-2.
 - The bid shall be signed by the authorised representative of the Lead Member.
 - The leader shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the leader, provided otherwise requested by the joint venture and agreed between the Employer and the leader.
 - All partners of the joint venture/ Consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.
 - A Joint Venture/ Consortium Agreement entered into by the partners shall be submitted with the bid as per Proforma-1, including inter-alia delineation of responsibilities and obligations of each partner appended thereto, notwithstanding the joint and several liabilities.
 - The Joint Venture/Consortium Agreement should indicate precisely the responsibility of all members of JV/Consortium in respect of planning, design, manufacturing, supply, installation, commissioning and training.
 - All members of JV/ Consortium should have active participation in execution during the pendency of the contract. This should not be

varied/ modified subsequently without prior approval of WBSEDCL;
and

- In order for a joint venture/ Consortium to qualify, each of its partners or combination of partners must meet the minimum criteria listed in the Qualification Requirement for the Bidder in Clause no.1 for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with those requirements will result in rejection of the joint venture bid.
- A farm can be a partner in only one joint venture/Consortium; bids submitted by joint ventures/Consortium including the same farm as partner will be rejected.

Financial Eligibility Criteria

- A. Legal Constitution and Statutory Registrations: The bidder must be either a Sole Proprietorship, Registered Partnership Firm (as per the Partnership Act, 1932), Limited Liability Partnership (under the LLP Act, 2008), a Company incorporated under the Companies Act, 1956/2013 (as amended), or a Statutory Body. The bidder shall submit valid and up-to-date copies of the following documents, as applicable: Trade License, Certificate of Incorporation/Registration Certificate, PAN Card, PF Registration, ESI Registration, Profession Tax Enrolment Certificate, GST Registration (GSTIN), Labour License, Contractor License
- B. Audit Reports: The bidder must submit: Audit Reports for the last three (3) Financial Years (2021–22, 2022–23, 2023–24) for entities registered under the Companies Act. Tax Audit Reports for Sole Proprietorships and Partnership Firms for the same period.
- C. Income Tax Compliance: The bidder must submit: Income Tax Returns for the last three (3) Assessment Years (2022–23, 2023–24, 2024–25), Latest Income Tax Assessment Order issued by the relevant authority.
- D. Minimum Average Annual Turnover: The bidder must have a minimum average annual turnover of at least 30% of the tender value during the last three (3) consecutive Financial Years (2021–22, 2022–23, 2023–24). Turnover figures must be certified by a Statutory Auditor or Chartered Accountant, based on audited financial statements. The certificate must clearly mention the Unique Document Identification Number (UDIN).
- E. Working Capital Requirement: The bidder must possess minimum working capital equivalent to 30% of the estimated project value, in the financial year immediately preceding the bid submission.
- Working capital is computed as: (Actual Working Capital as per latest audited financials) + (Sanctioned Credit Limits – funded and non-funded).
 - A certificate in the prescribed format from a Scheduled Commercial Bank, clearly indicating the sanctioned credit limits (Certification not prior to three months from the bid submission date shall be allowed), must be submitted.

- The actual working capital computation must be certified by a Statutory Auditor or Chartered Accountant with UDIN, referencing the relevant Balance Sheet schedule, if any.
- Details of Fixed Deposits as per latest audited financials (including FD number, maturity date, and lien/hypothecation details, if any) must also be certified by the CA/Auditor.

Note: Working capital is defined as Current Assets minus Current Liabilities, representing the bidder's short-term financial health and ability to support day-to-day operations.

F. Positive Net Worth: The bidder must have positive net worth in each of the last three (3) Financial Years. Net worth = (Paid-up Capital + Free Reserves) – (Accumulated Losses + Intangible Assets) Exclude revaluation reserves. Must be certified by a Statutory Auditor or Chartered Accountant, with UDIN.

G. Work Experience Criteria: The bidder must meet any one of the following criteria within the last five (5) years from the date of bid submission start: One completed project with value not less than 50% of the tender value OR

Two completed projects with individual values not less than 40% of the tender value each

H. Financial Consortium: Participation through financial consortium is not permitted in this bidding process.

B. Bid submitted by a consortium having more than 2 (two) partners with one partner as lead partner, as per stipulated Qualification Requirements in Clause no. 1 A. of NIT shall comply with the following requirements:

- One of the partners shall be authorized by the other members of the Consortium, for performing key role in execution of the contract and shall be designated as Lead Member; this authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories as per Proforma-2.
- The bid shall be signed by the authorized representative of the Lead Member.
- The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the consortium, and the entire execution of the contract, including payment, shall be done exclusively with the leader, provided otherwise requested by the consortium and agreed between the Employer and the leader.
- All partners of the Consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.
- A Consortium Agreement entered into by the partners shall be submitted with the bid as per Proforma- 1, including inter-alia delineation of responsibilities and obligations of each partner appended thereto, notwithstanding the joint and several liabilities.
- The Consortium Agreement should indicate precisely the responsibility of all members of Consortium in respect of planning, design,

manufacturing, supply, installation, commissioning and training.

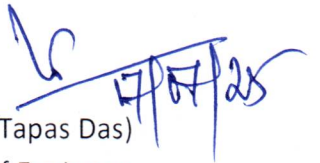
- h. All members of Consortium should have active participation in execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of WBSEDCL; and
- i. In order for a Consortium to qualify, each of its partners or combination of partners must meet the minimum criteria listed in the Qualification Requirement for the Bidder in Clause no.1 A. of NIT for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with those requirements will result in rejection of the consortium bid.
- j. A farm can be a partner in only one Consortium; bids submitted by Consortium including the same farm as partner will be rejected.

- 2. Necessary documents as specified in IB.5 of this bid document shall have to be uploaded with the bid for substantiating the eligibility criteria above.
- 3. For e-filling of bids, intending bidder shall download bid documents from the website: <https://wbetenders.gov.in> directly with the help of Digital Signature Certificate. Both Techno-commercial Bid and Price Bid are to be submitted concurrently, duly digitally signed, in the same website within time schedule given below.
- 4. Earnest Money Deposit shall be mandatorily deposited online through the website <https://wbetenders.gov.in> via Net-banking via Payment Gateway or RTGS/NEFT Payment, as elaborated in the Section "Instructions to Bidders" of the bid document. There is no option for offline submission of EMD through DD/Pay order/Banker's cheque etc. Only Bank Guarantee is accepted. There is no tender cost for this tender.
- 5. GST is not included in the estimated cost and shall not be considered in the quoted rate of the bidders. It shall be payable extra as per prevailing rules. 1% labour cess under BOCWWC Act 1996 shall be deducted from the contractor's bills. It shall not be paid extra and shall have to be included in the quoted rate of the bidders.
- 6. WBSEDCL doesn't bind itself to accept the lowest bid and reserves the right to reject any or all the bids or part thereof and also the right to split the work at its discretion without assigning any reason whatsoever.



7. Date and Time Schedule for e-tendering:

Sl. No.	Particulars	Date & Time
1	NIT & other Documents Publishing Date	23/07/2025 at 02:00 PM
2	Documents downloading starting (Online)	23/07/2025 at 02:30 PM
3	Last date of submission of quarries for pre-bid meeting	28/07/2025 at 12:00 PM
4	Date of pre-bid meeting	28/07/2025 at 02:00 PM
5	Bid submission starting (Online)	30/07/2025 at 04:00 PM
6	Bid submission closing (Online)	19/08/2025 at 04:00 PM
7	Last Date of Physical Submission BG:	Upto 20/08/2025, 04:00 PM
8	Techno-commercial bid opening (Online)	21/08/2025, 04:00 PM
9	Techno-commercially qualified bidders' list uploading (Online)	To be intimated Later
10	Price bid opening (Online)	


(Tapas Das)

Chief Engineer

Solar Power Generation Department

INSTRUCTION TO BIDDERS

IB.1. Scope of Work

During high water level and heavy current at river Subanarekha in the middle of September, 2024 the concreting work over river embankment having stretch around 250 Mtr of Sankrail 10MW Solar Plant was damaged. Scope of the work under this bid is intended for Repairing of the damaged embankment portion as well as strengthening of balance portion at 10MW Solar Plant, Sankrail, Jhargram, West Bengal ,as per Jadavpur University's report, schedule of work and terms & conditions of the tender and instruction of the Controlling Officer. River embankment protection with toe protection work with boulders and geotextile and Sausage work is to be done. Some Spurs to be constructed to avoid future damage.

The scope includes supply of all materials, labour, tools & tackles, carriage, loading, unloading etc. and including all taxes, duties, levies, labour cess etc. (except GST), as required to complete the job in all respect.

IB.2. SITE VISIT

The bidders are advised that they must visit the proposed site and get themselves conversant with the actual site condition prior to submission of the bids. The bidder may visit the proposed site during the presence of the officials of WBSEDCL giving prior information in writing or through e-mail to this office.

IB.3. Earnest Money Deposit

- a) A bidder desirous of taking part in a tender invited by offices of WBSEDCL shall login to the e-Procurement portal of Government of West Bengal: <https://wbtenders.gov.in> using his login id and password.
- b) The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:
 - i. Net-banking through Payment Gateway
 - ii. RTGS/NEFT Payment: On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-fired challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the prefilled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.
 - iii. BG: 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 after the end date and time of bid submission 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.

A bank detail for purchasing of BG is given below:

Bank Name: State Bank of India,
Bank Branch: Bikash Bhaban G.O.C.,
Account Name: WBSEDCL,
Account Number : 36548991592
IFSC Code : SBIN0007816.

c) General Instructions for Online Payment:

- The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
- Status of NEFT/RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- In case actual EMD amount as per NIT is more than the one shown in E-tender portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

d) Refund/ Settlement of EMD Amount:

- For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures, upon submission of contract performance guarantee by the contractor and acceptance thereof by WBSEDCL.

- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz. 033-40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI.
- Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner, if not created earlier.

e) Forfeiture of EMD Amount

WBSEDCL reserves the right to forfeit the EMD of the successful bidder, in the event of his failure within the period stipulated in the bid document, to -

- ✓ Accept LOI/order unconditionally.
- ✓ Submit and/or sign contract agreement.
- ✓ Submit indemnity bond.
- ✓ Furnish contract performance guarantee, if required as per the order.

IB.4. Completion Time

The entire job under the intended contract shall have to be completed within 06 (six) months from the date of handover of site to the contractor.

IB.5. Quoted Rate to be Inclusive

The bidder's quoted rate shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the work to WBSEDCL by the contractor. The quoted rate shall be deemed to include and cover the cost of all equipment, temporary work materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the contractor for execution of the work or any portion thereof.

The bidders' quoted rate shall also include also kinds of taxes, duties, cess, levies and incidental charges, except GST. GST is not included in the estimated cost and shall not be considered in the quoted rate of the bidders. It shall be payable extra as per prevailing rules and rates.

No exemption or reduction of customs duties, excise duties, sales tax, tax on works contract, cess or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body) (except sanction fees levied by Municipal authority/WBF&ES/ Power Utility for issue of sanction in the name of WBSEDCL, which are to be borne by WBSEDCL) will be granted or obtained. All such expenses shall be deemed to be

included in and covered in the contractor's quoted rate. The contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.

IB.6. Documents to be uploaded for substantiating Techno-commercial eligibility

The intending bidder must upload the following documents with the e-tender for substantiating their techno-commercial eligibility as required as per the NIT:

- a. Valid copy of PAN card, GSTIN registration certificate, EPF registration certificate, updated PTPC.
- b. In substantiating fulfilment of job credential criteria, the bidder must upload completion certificate alongwith copy of order/LOA & BOQ. The completion certificate must contain reference of order/ LOA (main as well as revised if any), amount of executed work, period of execution and performance.
- c. **Substantiation of Working Capital Requirement:** To establish compliance with the working capital eligibility criteria, the bidder must upload the authenticated and audited Balance Sheet for the financial year immediately preceding the year of bid submission.

In case the bidder intends to meet the requirement through sanctioned credit facilities, a certificate from a Scheduled Commercial Bank, in the prescribed format, clearly indicating the sanctioned credit limits (funded and/or non-funded) as on the bid submission date, must also be uploaded.

The actual working capital computation[#], as per the latest audited financial statements, must be certified by a Statutory Auditor or Chartered Accountant, clearly mentioning the Unique Document Identification Number (UDIN). The reference to the relevant Balance Sheet schedule, if any, should also be indicated.

Further, the details of Fixed Deposits as per the latest audited financial statements, including FD Number, Maturity Date (from Balance Sheet date), and particulars of hypothecation/lien, if any, must also be certified by a Statutory Auditor or Chartered Accountant, along with the UDIN.

working capital computation: As per prevailing Accounting Standards and accepted financial norms, Working capital represents a company's short-term financial health, specifically its ability to meet immediate obligations. It's calculated as current assets minus current liabilities, indicating the company's liquidity and operational efficiency. Essentially, it's the capital needed to fund day-to-day operations, manage debts, and support ongoing business activities.

Current Assets: These are assets that a company expects to convert into cash within one year. Examples include cash on hand, accounts receivable

(money owed to the company by customers), inventory, and short-term investments.

Current Liabilities: These are obligations that a company expects to pay off within one year. Examples include accounts payable (money owed to suppliers), short-term loans, salaries payable, and taxes payable.

- d. **Substantiation of Average Annual Turnover Requirement:** To demonstrate compliance with the average annual turnover criteria: For bidders subject to statutory audit: Upload the audited financial reports for the last three (3) financial years. For bidders not subject to statutory audit: Upload copies of Income Tax Returns (ITRs) along with all relevant enclosures (Form 3CA and Form 3CB) for the last five (5) financial years, clearly mentioning the Unique Document Hash (UDH).

The turnover figures must be certified by a Statutory Auditor or Chartered Accountant, based on the audited financial statements for the respective years, and must include the UDIN for authenticity.

IB.7. Bid Document

The bid shall contain the following documents in two covers (folders):

(a) Statutory Cover:

1. Bid document as uploaded by WBSEDCL.
2. Document confirming deposition of EMD.
3. Price bid.

(b) Non-statutory Cover:

1. Valid PAN, GSTIN, EPF code, GST return of last 3 (three) years, current PTPC.
2. Copy of orders with work completion documents to establish work experience.
3. Copy of documents to establish financial Eligibility Criteria.

Failure to submit any of the above documents will render the bidder liable to be rejected for both statutory & non-statutory cover.

The above non-statutory documents should be arranged in the following manner:

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

Sl. No.	Category Name	Sub-Category Description	Details
A.	Certificate(s)	Certificate(s)	Valid PAN, GSTIN, EPF code, GST return of last 3 (three) years, current PTPC.
B.	Credentials	Credential(s)	Self-attested copies of orders with work completion documents to establish work experience as required in the NIT. Self-attested copies of documents to establish financial credentials as required in the NIT.

Price bid should contain the priced "Bill of Quantities" (BOQ) in one cover (folder).

IB.8. Bid Validity

Bids shall remain valid for a period of 180 (one hundred & eighty) days from the scheduled or extended deadline of bid submission, whichever is later. Prior to the expiry of such bid validity period, WBSEDCL may request the bidders for a suitable extension of validity of their bids. A bidder may refuse such request without forfeiting his bid security. Bidders agreeing to such request will neither be required nor be permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of the relevant clause regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

IB.9. Bid Currency

All prices shall be considered in Indian Rupees only.

IB.10. Zero deviation

Bidders shall note that submission of bids shall be purely based on the terms & conditions of the bid document, together with amendments, if any, issued by WBSEDCL based on the outcome of the pre-bid meeting. Bids with any deviation to the bid conditions shall be liable for rejection.

IB.11. Amendment of Bid Document

WBSEDCL reserves the right to modify the bid document at any time by issue of addenda/ corrigenda and uploading in the web portal, but not later than 5 (five) days prior to the deadline for submission of bids. Such addenda/ corrigenda shall be binding on the bidders and shall have to be submitted as an integral part of the bid. In order to afford prospective bidders reasonable time to take the addenda/ corrigenda into account while preparing their bids, WBSEDCL may, at its discretion, extend the deadline for bid submission.

IB.12. Bid Submission

Bids shall be submitted online within the stipulated deadline. WBSEDCL may at its discretion, extend the deadline of bid submission by issuing an amendment. In that case all rights and obligations

of WBSEDCL & the bidders previously subject to the original deadline shall thereafter be applicable to the extended deadline too.

IB.13. Bid Withdrawal/Modification

The bidder may modify or withdraw his bid after submission only within the deadline of bid submission. Modification/withdrawal of bid by any bidder after expiry of deadline of bid submission shall result into forfeiture of their earnest money.

IB.14. Bid Opening& Evaluation

- a) Techno-commercial bids shall be opened online on the stipulated date of opening, and thereafter, scrutinized offline together with the status of EMD. After that, the 'Technical Evaluation Summary' shall be published in due course in the web portal, showing the list of techno-commercially qualified bidders and the date & time of price bid opening.
- b) Subsequently, price bids of such qualified bidders shall be opened online on the stipulated date and thereafter, scrutinized offline. Bid positions shall be determined based on total landed price of the bidders. After that, the 'Financial Evaluation Summary' showing the respective bid position of the bidders shall be published in the web portal.
- c) WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.

IB.15. Bidder's Site Visit

Before submitting the bid, the bidders may visit the site, at their own cost, risk & responsibility and obtain all information that may be necessary for preparing the bid.

IB.16. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

IB.17. Formation of Cartel

Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the parties. Repeated occurrence of such evidence of above bidders may also be viewed seriously by WBSEDCL and penal measures as deemed fit will be imposed on such bidder.

IB.18. Generation of Vendor Id

Upon receipt of intimation from WBSEDCL regarding acceptance of his bid, the successful bidder shall have to self-generate his vendor id under WBSEDCL through the web portal: www.wbsedcl.in under the tab 'Vendor Corner' and email it to the Tendering authority for confirmation. Else, PO cannot be issued.

IB.19. Liability of Government

It is expressly understood and agreed by and between bidder/Contractor and WBSEDCL that WBSEDCL is entering into the agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India/Government of West Bengal is not a party to the agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that WBSEDCL is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India/State of West Bengal and general principles of Contract Law. The Bidder/ Contractor expressly agree, acknowledge and understand that WBSEDCL is not an agent, representative or delegate of the Government of India/Government of West Bengal. It is further understood and agreed that the Government of India/Government of West Bengal is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India/Government of West Bengal arising out of this Contract and covenants not to sue to Government of India/ Government of West Bengal as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

IB.20. WBSEDCL's Right to Accept or Reject Bids

The right to accept the tender will rest with WBSEDCL, who does not bind themselves to accept the lowest bid, and reserves the right to reject any or all the bids received, without assigning any reason whatsoever. WBSEDCL also reserves the discretion to award the work to one bidder or to split the same between more than one bidder. The quoted rate of the bidder shall hold good for such eventualities.

Bids where any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The bid containing uncalled for remarks or any additional conditions are liable to be rejected.

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

WBSEDCL reserves the right to accept or reject any bid, and to annul the bid process and reject any or all the bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidder of the grounds for WBSEDCL's action.

IB.21. Award of Contract

After approval of bid evaluation by WBSEDCL, it may, at its' sole discretion, invite the successful bidder for a pre-award discussion. After such pre-award discussion and prior to the expiry of validity of bid of

the successful bidder, WBSEDCL will notify the successful bidder of acceptance of their bid in writing by issuing a Letter of Award (LOA)/Order.

IB.22. Process to be Confidential

The information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process.

The contractor shall not communicate or use in advertising, publicity in any other medium photograph or other reproduction of the works under this contract, or other information, concerning the works.

All documents, correspondence, decisions and other matters concerning the contract shall be considered of confidential and restricted nature by the contractor and he shall not divulge or allow access to these to any unauthorized persons.

IB.23. Corrupt and Fraudulent Practices

It is the WBSEDCL's policy to require that bidders observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the WBSEDCL:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) "Fraudulent practice" means misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the WBSEDCL, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non competitive levels and to deprive the WBSEDCL of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) will cancel the firm's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives.
- (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a WBSEDCL contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a WBSEDCL contract; and

- (e) Will have the right to get the firm audited by auditors appointed by the WBSEDCL.
- (f) Will cancel the contract if at any stage it comes to know that the firm has any relation with any of the employees of the WBSEDCL.

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the WBSEDCL

Bidders shall furnish information as described in the Bid document on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract. Bidders shall be aware of the provisions on fraud and corruption stated in the Contract under the clauses indicated in the bid document.

IB.24. Provision of Joint-venture

Bids may also be submitted by consortium (having not more than three partners with one partner as lead partner) with requisite technical qualification of the Members of the consortium as mentioned below: At least one of the partners(s) of the consortium should fulfil the requirements set in Techno-commercial and Financial criteria.

IB.25. For any Queries please contact the followings:

Sl. No.	<u>Related Matter</u>	<u>Email ID</u>	<u>Contact Details</u>
<u>1.</u>	<u>Technical related matter</u>	Rkesh.Sinha@wbasedcl.in	9230961801
<u>2.</u>	<u>Finance/ Accounts related matter</u>	spgd.fa@wbasedcl.in	9230961811

GENERAL CONDITIONS OF CONTRACT

GP.1. Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them:

GP.1.1 "Commencement Date" means the date of handover of site, unless otherwise specified.

GP.1.2 "Provisions" means these General Provisions, and the Special Provisions.

GP.1.3 "Contract" means the agreement between the Employer and the Contractor for execution of the work together with contract document incorporating the provisions, Specification, Employer's and Contractor's Drawings, price & other completed Schedules, Bid Proposals, Letter of Award and such further documents as may be expressly incorporated in the Letter of Award and the term 'Contract' shall in such documents be construed accordingly.

GP.1.4 "Contract Agreement" means the document recording the terms of the Contract between WBSEDCL and the Contractor.

GP.1.5 "Contract Price" means the sum stated in the Letter of Award as payable to the Contractor for execution and commissioning of the entire Works under the Scope of Contract subject to such addition & adjustments thereto or deductions there from as may be made pursuant to the contract.

GP.1.6 "Contractor" or "Agency" means the successful bidder whose Bid has been accepted by WBSEDCL and the legal successors in title to the Contractor and permitted assignee of the Contractor.

GP.1.7 "Contractor's Drawings" means all drawings, samples, patterns, models and operation and maintenance manuals to be submitted by the Contractor in accordance with the Contract.

GP.1.8 "Contractor's Equipment" means all appliances or things of whatsoever nature required for the purposes of execution of work and which are to be provided by the contractor but does not include any equipment or material intended to form part of work.

GP.1.9 "Warranty Period" or "Defect Liability Period" means the period of as mentioned in relevant clause of the bid conditions, during which the contractor is responsible for making good the defects and damages occurred to the work or material thereof in accordance with relevant tender clause.

GP.1.10 "Engineer/Controlling Officer" means an Engineer/ Officer to be appointed by the Employer to act as Engineer/Officer in accordance with relevant tender clause.

GP.1.11 "Employer"/"Purchaser"/ "Owner" means West Bengal State Electricity Distribution Company Limited (WBSEDCL) and the legal successors in title to WBSEDCL and any assignee of WBSEDCL.

GP.1.12 "Employer's Drawings" means all the drawings and information provided by the Employer to the Contractor under the Contract.

GP.1.13 "Employer's Representative" means any representative of WBSEDCL appointed from time to time by WBSEDCL to perform the duties of employer.

- GP.1.14 "Final Certificate of Payment" means the certificate to be issued by the Employer in accordance with relevant clause of this bid document.
- GP.1.15 "Force Majeure" shall have the meaning as set forth in relevant clause of this bid document.
- GP.1.16 "Gross Misconduct" means any act or omission of the Contractor in violation of the most elementary rules of diligence which a conscientious Contractor in the same position and under the same circumstances would have followed.
- GP.1.17 "Notification of Award" means notice of acceptance of the bid in writing to the successful bidder, indicating the sum, the purchaser will pay for the work.
- GP.1.18. "Letter of Award" means the formal award by the Employer of the bid incorporating all adjustments or variations to the Bid agreed between WBSEDCL and the Contractor to be issued in accordance with relevant tender clause.
- GP.1.19 "Performance Guarantee"/"Contract Performance Guarantee" means the security to be provided by the Contractor for the due performance of the Contract.
- GP.1.20 The term "Equipment", "Materials", and "Stores" shall mean and include all things to be provided by the Contractor under the Work.
- GP.1.21 "Programme" or "Work Programme" means the Programme to be submitted by the Contractor and any approved revisions thereto.
- GP.1.22 "Risk Transfer Date" means the date when the risk of loss of or damage to the Works passes from the Contractor to WBSEDCL.
- GP.1.23 "Schedule of Prices" means the completed Price Schedules or any part or individual schedule thereof, submitted by the bidder with his Bid and forming a part of the Contract documents.
- GP.1.24 "Site" means the place or places, where Work is to be executed by the Contractor or to which equipment and machinery are to be delivered, together with so much of the area surrounding the same as the Contractor shall with the consent of the Employer use in connection with the work other than merely for the purposes of access.
- GP.1.25 "Specification" means the specification of the Works included in the bid documents and included in the Contract with any modification thereof by employer.
- GP.1.26 "Sub-Supplier"/"Sub-Vendor" means any company (other than the Contractor) for supply of any equipment / material proposed by the intending bidders in their submitted bids with the written consent of the Employer and the Sub-supplier's legal successors in title but not any assignee of the Sub-supplier.
- GP.1.27 "Final Acceptance" / "Taking Over Certificate" shall mean WBSEDCL's written acceptance for the work performed after successful commissioning / completion of performance and guarantee tests as specified elsewhere in Bid document or otherwise agreed in the contract.
- GP.1.28 "Tender"/"Bid" means the Contractor's complete offer in accordance with bid documents submitted to WBSEDCL for the execution of the Works.
- GP.1.29 "Tests on Completion" means the tests specified in the Contract or otherwise agreed by WBSEDCL and the Contractor to be performed before the works are taken over by WBSEDCL.

GP.1.30 "Time for Completion" means the time stated in the "Time Schedule" for completing the Work or any part thereof and passing the Tests on Completion calculated from the Commencement Date unless extended.

GP.1.31 "Variation Order" means any written order, identified as such, issued to the Contractor by WBSEDCL under relevant tender clause.

GP.1.32 "Work" means and include all work covered in the scope of the contract, services as per specifications and completion, erection, testing and putting into satisfactory operation including all supply, transportation, handling, unloading and storage at site.

GP.1.33 "Government" means Government of India or Government of West Bengal, as the case may be.

GP.1.34 Written Communications:

Wherever in the Contract provision is made for a communication to be "written" or "in writing" this means any handwritten, type written or printed communications including telex and facsimile transmission.

GP.1.35 Notices, Consents & Approvals:

Wherever in the Contract, provision is made for the giving of notice, consent or approval by any authorized person, such consent or approval shall not be unreasonably withheld. Unless otherwise specified, such notice, consent or approval shall be in writing and the word "notify" shall be construed accordingly.

GP.2. Contract Agreement

The contractor shall have to enter into a contract agreement with WBSEDCL on non-judicial stamp paper of Rs. 100/- in prescribed format as annexed with the bid document. Copies of the following documents shall form part of the contract agreement:

- a) Copy of bid document, amendments/ relevant correspondences if any.
- c) Copy of order and schedule of work.
- d) Copy of acceptance of order by the Contractor.

The contract agreement shall have to be signed by both parties within 30 (thirty) days from the date of acceptance of order by the Contractor. Power of attorney of the contractor's authorized representative is to be submitted before signing the contract agreement. The contract agreement shall be signed by both the parties in the original and 2 photocopies. The original agreement shall be retained by WBSEDCL and one copy shall be provided to the contractor. All the costs for execution of contract agreement shall be borne by the contractor. Failure on the part of the contractor to comply with the requirements of this clause will constitute sufficient grounds for the annulment of the award.

GP.3. Indemnity Bond

The contractor shall have to submit an indemnity bond to WBSEDCL on non-judicial stamp paper of Rs. 100/- in prescribed format as annexed with the bid document within 7 (seven) days from the date of issue of the order. All the costs for execution of indemnity bond shall be borne by the contractor.

GP.4. Measurement of works

The Contractor shall take joint measurement of the executed work at site regularly with the representative of WBSEDCL and record the same in the computerized measurement sheets in approved template (MS excel) of WBSEDCL. WBSEDCL shall have every right to check & verify physically as many items as they desire at any or every level during checking and this shall be binding on the Contractor.

Should the Contractor not attend or neglect or fail to send his representative in taking joint measurements at site, measurement taken by the representative of WBSEDCL shall be final & binding to the Contractor. No objection shall be entertained for such recording of unilateral measurement at site. The Contractor or his representative may at the time of measurements take such notes and measurement as he may require.

It shall be ensured that the method of measurement is in accordance with the contract and as laid down in the PWDSOR/ IS Code. Any points of disagreement with the Contractor pertaining to measurements shall be promptly referred to the decision of the Competent Authority of WBSEDCL. No payment of extra/deviated items as claimed by the Contractor shall be made until they are approved by the Competent Authority of WBSEDCL.

In case of all Running Account (RA) bills, the Contractor shall record an undertaking as "Measurement Accepted" after last entry of measurements. In case of final bill, they shall record an undertaking as "Measurement Accepted in full and final settlement of all documents and claims" after last entry of the final bill. However, this shall not relieve the Contractor from any of his obligations under the contract.

All incidentals and men & equipments required for measurements and checking of measurements shall have to be arranged by the Contractor and costs thereof shall have to be borne by the Contractor. No extra payment shall be made in this regard.

GP.5. Terms of Payment

- A) Payment shall be made based on measurements of actual executed work jointly taken by WBSEDCL's representative with the contractor and recorded in the computerized measurement sheets in

approved template (MS excel), along with the bill abstract of WBSEDCL. In addition, the contractor shall have to raise their own GST invoice for their payment.

- B) Mode of measurement shall be guided by the relevant PWDSOR and the CPWD / IS provisions.
- C) If the contractor fails to appear for the joint measurement, ex-party measurement taken by WBSEDCL shall be taken as final and binding on the contractor.
- D) Running Account (RA) bills may be paid, based on reasonable progress of the work as may be decided by the Controlling Officer at his sole discretion, generally for a value not less than 40% of the order value.
- E) In case of RA bills, the contractor shall record an undertaking as “Measurement Accepted” after last entry of measurements. In case of Final Bill, they shall record an undertaking as “Measurement Accepted in full and final settlement of all documents and claims” after last entry of the bill. However, this shall not relieve the contractor from any of his obligations under the contract.
- F) All incidentals and men & equipments required for measurements & checking of measurements shall have to be arranged by the contractor and costs thereof shall have to be borne by the Contractor. No extra payment shall be made in this regard.
- G) Prior to processing any bill, the contractor shall require submitting the following documents:
 - i. EPF challan & insurance coverage upto the penultimate month of the billed period.
 - ii. Documents i.r.o. labour law compliance, including labour license labour declaration as applicable, with attendance record of workers and declaration towards payment of minimum wages to the workers by the contractor.
- H) No payment shall be released without execution of contract agreement & indemnity bond.
- I) Payment shall be made electronically through RTGS/NEFT to the contractor’s Bank account as per details to be provided by them. To facilitate this, the bidder will have to fill in the enclosed Mandate Form and submit with the tender alongwith one cancelled cheque (if not already submitted at this Office).
- J) All statutory deductions (viz. Income Tax, Work Contract Tax, Cess etc.) as per Govt. and statutory rules and TDS will be made from the bills during the entire period of contract.
- K) No mobilization advance and secured advance will be allowed.

GP.6. Goods and Services Tax (GST)

Prevailing GST rules shall be applicable for the contract, including amendments as may be made by the Govt. from time to time during the contract period. GST is not to be included in the quoted rate/ contract price and is payable extra as per prevailing rules and rates.

The successful bidder shall furnish a Performance Security after signing of agreement in the form of a Bank Guarantee amounting to 10% of the Contract Price, ensuring faithful performance and compliance with all terms and conditions of the Contract. The Bank Guarantee must remain valid up to the completion of the Defect Liability Period with further claim period of 03 months.

GP.7. Additional Performance Security

If the accepted bid value of the successful bidder is 80% or less of the estimate put to tender, the bidder shall have to furnish an additional performance security amounting to 10% (ten percent) of their bid value before issuance of the order. Such additional performance security shall have to be furnished through Bank Guarantee from any scheduled Bank as per the enclosed proforma. It shall be valid upto the end of Defect Liability Period with a further claim period of 3 (three) months, and shall have to be mandatorily renewed to cover the extended completion period if any. Alternatively, such security may also be furnished through Banker's Cheque/Demand Draft/Pay Order issued from any scheduled Bank in favour of the "West Bengal State Electricity Distribution Company Limited" payable at Kolkata.

If the bidder fails to deposit the additional performance security within 7 (seven) working days of issuance of written instruction by WBSEDCL in this regard, WBSEDCL shall have the right to forfeit their earnest money and take other necessary actions like rejection of bid and/ or blacklisting/ holiday listing of the contractor.

In the event of the contractor's failure to complete the work successfully and/ or adhere to the conditions of the contract duly, WBSEDCL reserves the right to forfeit the additional performance security at any time during pendency of the contract after serving proper notice to the contractor. Necessary provisions regarding deposition of earnest money and/ or contract performance security and/ or deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the tender/ contract shall in no way be affected/ altered by the additional performance security.

The additional performance security is refundable upon completion of the work to the satisfaction of WBSEDCL.

GP.8. Defect Liability Period

Defect Liability Period shall be 12 (twelve) months from the date of actual completion of the whole work under the contract. The entire work shall be under warranty by the contractor for this period. During this period, the contractor shall be responsible for making good any defect or damage to any part of the work at his own cost and responsibility. The time allowed by the Controlling Officer to the contractor to make good the defects shall be mandatory, failing which the loss or extra cost incurred by WBSEDCL for such delay/non-performance shall be deducted from the contractor's security money.

GP.9. Sub-letting of Contract

The Contractor shall not assign or sub-let the contract or any part thereof without written consent of WBSEDCL. However, even if such consent is given by WBSEDCL, it shall not relieve the contractor from any obligation, duty or responsibility under the contract. In case of sub-letting of the contract or any part thereof, that shall not establish any contractual relationship between WBSEDCL and the approved sub-vendor and shall not affect any of the liabilities and obligations of the Contractor under the contract.

GP.10. Drawings

The work is to be carried out as per drawings/ Guidelines issued by Jadavpur University, who reserves the right to modify the drawings during the work. The contractor shall have to accept such modifications unconditionally without any extra claim. Sample drawing is attached for reference.

GP.11. Contractor's Workmen

Name, address & contact details of the Contractor's workmen shall be communicated in writing to the Controlling Officer before commencement of work to obtain his permission. Any instruction or notice given to the Contractor's representatives shall be deemed to have been given to the Contractor. The Controlling Officer reserves the right to ask the contractor to remove any of the contractor's workmen and replace with suitable substitute(s). The contractor shall also provide photo-identity cards to his workmen at his cost. The contractor shall also depute a suitable site supervisor to monitor the work and to receive instructions from the Controlling Officer and/ or his representative.

GP.12. Materials

WBSEDCL shall not supply any material, tools & tackles etc., which shall have to be supplied by the Contractor for the entire job. The materials/items shall be of specified quality & make/brand (as applicable) as per the bid specification/approval of WBSEDCL. Sample approval may have to be obtained from the Controlling Officer, if asked for, at the contractor's expenses.

If the Controlling Officer finds an item to be not of the specified quality or unfit for the work, he shall be at liberty to instruct for removal of such items. The Contractor shall remove the same within 24 hours after such instruction. If the Contractor fails to remove them within such time, the Controlling Officer may remove them anywhere at the Contractor's risk and any cost incurred in doing so shall be deducted from the dues to the Contractor under the contract.

The contractor shall be the custodian of all materials etc. during execution of the job, but WBSEDCL shall have the liberty to inspect the materials any time during the period of contract and give

instructions as to their use etc. WBSEDCL will bear no responsibility for the safety & security of the materials and men of the contractor.

GP.13. Supervision

No work shall be carried out without the knowledge, prior intimation, approval and checking by the Employer's representatives. Else, WBSEDCL shall have the right to reject such work or accept such work or part thereof with non-admissibility of payment. Recurrence of such incident may attract penal measures on the Contractor as may be decided by WBSEDCL.

For execution of concealed works, the Contractor shall give due notice to the Owner whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, so that the work can be inspected and correct dimensions can be taken before such burial. In default, the same shall be either opened up for measurement at the Contractor's expense or else, no payment shall be made for the same.

In the event any work carried out by the Contractor is found defective or not in conformity with the specification and/or drawings, the Owner shall reject the work and ask the Contractor to rectify/replace/reconstruct the same free of cost to the Owner. If the Contractor fails to do so, the Owner may:

- a) Rectify/replace/reconstruct such defective work and recover the cost involved from the Contractor, or,
- b) Terminate the contract, with penal measures.

GP.14. Liquidated Damage

If the Contractor fails to complete the work within the time specified in the contract or any extension thereof, WBSEDCL shall recover from the contractor as liquidated damage a sum @½% (half percent) of the contract price for each week of delay or part thereof. However, the recovery against liquidated damage shall not exceed 10% (ten percent) of the contract price. However, deduction of such liquidated damage shall not relieve the contractor from any of their liabilities under the contract.

GP.15. Termination of Contract

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 the

extended time approved by WBSEDCL, WBSEDCL shall have right to terminate the contract after giving notice in writing. If the Contractor fails after 14 (fourteen) days of such notice to proceed with the work in the manner notified, WBSEDCL shall terminate the contract and call the Contractor to take joint measurement along with the Engineer for the finished portion of work. If the contractor does not appear for a joint measurement, ex party measurement by WBSEDCL will be taken as final & binding on the contractor. In that case WBSEDCL shall take possession of the work site and may engage other agency to complete the work. Extra cost, if incurred by WBSEDCL to get the unfinished work done through other agency, will be realized from the Contractor's pending bills and security money. If the contract is terminated as above, the Contractor shall have no claim for compensation against WBSEDCL for any loss or deterioration of any materials that the Contractor may have collected or engaged or entered into on account of the work.

GP.16. Extension of Completion Time

WBSEDCL may allow extension of completion time upon consideration of the contractor's written prayer, in case of the delay due to the following reasons:

- (a) Extra or additional work done as per advice of the Controlling Officer.
- (b) Suspension of work ordered in writing by WBSEDCL for no fault on the Contractor's part.
- (c) Delay in completion caused for no fault on the part of the Contractor.
- (d) Force Majeure.

In the event of any of the above cause(s), the contractor shall bring the same to the notice of the Controlling Officer, indicating his intention to make a claim for an extension of time, with supporting details. The contractor shall demonstrate, to the Controlling Officer's satisfaction, that they used their best endeavour to avoid or overcome such causes for delay.

GP.17. Quantity Variation during Execution

The quantities of various items shown in the schedule of work are provisional. During execution of work, WBSEDCL reserves the right to increase or decrease the quantities of individual items upto any extent, with total variation of the contract price upto ($\pm$) 25% (twenty five percent), without change in unit price or other terms & conditions. The Contractor shall not vary or alter any of the work, without written instruction of the Controlling Officer.

GP.18. Supplementary Items

If any item(s) not included in the Schedule of Work is required to be executed during execution of work under instruction of the Controlling Officer, payment of such item(s) shall be made as under:

- i. Rates of all extra item(s) shall be decided from the existing item(s) of the PWDSOR(WB) effective on the date of issue of NIT, with contractual premium as per order.
- ii. When sl. no. (i) isn't applicable, the rate(s) shall be analyzed based on prevailing market rates of different elements involved in the item(s), based on supporting documents to be submitted by the contractor and accepted by WBSEDCL, with contractor's profit @10%, overhead @5% and cess under BOCWWC Act @1%. In such case, contractual premium shall not be applicable.

WBSEDCL's decision regarding finalization of rate of extra item(s) shall be final and binding upon the contractor.

GP.19. Compliance of Labour Rules

(i) Labour License

The 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. Necessary "Principal Employer's Certificate" in this regard shall be issued by WBSEDCL to facilitate obtaining the license.

The contractor will also have to ensure payment of statutory minimum wage to the workers to be employed for the above work strictly as per W.B. Contract Labour (Regulation & Abolition) Rules, 1972.

(ii) Insurance Coverage for Workmen's Compensation

WBSEDCL shall not be liable for damages or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the contractor's employment. The contractor will have to pay all claims, demands, preceding costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance Policy covering provisions for workmen's compensation for all the workmen to be engaged by the contractor is to be made by the contractor for the entire contract period.

(iii) Deduction of Cess Under BOCWWC Act, 1996

The contractor will have to follow the Building and other Construction Workers' Welfare Act, 1996. Registration of the contractor's establishment under Section-7 of the Building and other Construction Workers' (Regulation of Employment and Condition of Service) Act, 1996 is to be made by the contractor. 1% Cess towards BOCWWC Act, 1996 will be deducted from the total amount of each bill to be paid to the contractor.

GP.20. Electricity, Water& Labour Accommodation

WBSEDCL shall not provide any space for accommodation of the contractor's workmen. The contractor shall arrange for accommodation for his labours. Water & electricity for this work shall also be

arranged by the contractor at his cost & responsibility. Construction power may be provided for the job on chargeable basis based on meter reading at appropriate rates.

GP.21. Making Good Defects

The Contractor shall make good at his own cost and to the satisfaction of WBSEDCL all defects which may appear within the defect liability period. In case of the Contractor's failure, WBSEDCL may employ other agencies to make good such damages and expenses consequent thereon or incidental thereto shall be borne by the Contractor and such damages, loss and expenses shall be recoverable from the Contractor by WBSEDCL. In the event of the security/retention money being insufficient, WBSEDCL may recover the balance amount from any of the Contractor's dues under WBSEDCL.

GP.22. Action and Compensation in case of bad work

If WBSEDCL finds any portion of executed work not as per Specification & Schedule of Works, WBSEDCL shall reject the work and ask the Contractor in writing to rectify/replace/reconstruct such portion of work within a specified time frame, which shall be binding on the Contractor. No payment against such portion of work shall be made unless such rectification/replacement/reconstruction has been properly done to the satisfaction of WBSEDCL. In case of failure of the Contractor to do the same within the specified timeframe, WBSEDCL reserves the right to do the same through other agency with recovery of cost from the Contractor, and also to terminate the Contract for such default. Decision of WBSEDCL in this respect shall be final and conclusive.

GP.23. Clearing the Site

The work shall be carried out inside a Corp. HQ complex. Therefore, all care should be maintained by the contractor to do the work without disturbing the Company's establishments within the compound as much as possible. In the event of any damage to the Company's properties, the contractor shall be liable to compensate the same at his cost.

During execution and after completion of work, the work site should be cleaned regularly and kept in tidy condition. No dismantled items, rubbish etc. and/or surplus materials shall be stacked inside Vidhut Bhavan complex. The contractor must remove the same immediately out of the complex as per applicable Municipal rules. Else WBSEDCL shall remove the same through other agency and cost thereof plus 20% penalty shall be deducted from the contractor's dues. On completion of the work, the Contractor shall remove all surplus material & equipment and leave the whole site in clean and tidy condition to the satisfaction of the Controlling Officer.

GP.24. Night and Holiday Work

The Contractor may have to work at night, beyond WBSEDCL's normal office hours and also on Sundays & Holidays, with prior permission of the Controlling Officer, at no extra claim.

GP.25. Liability of Accidents and Damage

Until the completed work is taken over by WBSEDCL, the Contractor shall be liable for and shall indemnify WBSEDCL in respect of all injury to person or damage to property resulting from the negligence of the contractor or his workmen or sub-contractor or from defective workmanship etc.

GP.26. Language and Measurement

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

GP.27. Other Agencies working at Site

The Contractor shall have to execute the work in such place and conditions where other agencies may have been engaged for other works. No claim shall be entertained due to work being executed in the above circumstances and in the above manner.

GP.28. Idle Labour/Machinery

No claim for idle labour and machinery, additional establishment cost, hire and labor charges of tools & plants would be entertained under any circumstances.

GP.29. Force Majeure

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

WBSEDCL shall not be responsible or liable to pay any compensation for any interruption in the Contractor's 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. WBSEDCL 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.

GP.30. Disputes

Any dispute or difference in connection with the contract shall, to the extent possible, be settled amicably between the parties.

If any dispute or difference of any kind whatsoever arises between WBSEDCL and the Contractor, it shall, in the first place, be referred to and settled by the Officer (who may be an Employee of WBSEDCL) to be appointed by WBSEDCL, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to WBSEDCL and the Contractor.

Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until completion of the entire work under the contract and shall forthwith be given effect to by the Contractor who shall comply with all such decisions with all due diligence.

Disputes with reference to this contract shall not relieve the Contractor of his obligation to proceed with the work in accordance with WBSEDCL's decision or instruction, nor relieve WBSEDCL of any of his obligations under the contract.

The law which is to apply to the contract and under which the contract is to be constructed shall be Indian Law within the jurisdiction of Kolkata High Court.

GP.31. Completion of contract

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have completed on expiry of the defect liability period.

GP.32. Price variation

The rate quoted by the bidder shall remain firm throughout the entire contract period including extended period, if any. No price variation shall be allowed for any reasons whatsoever.

GP.33. Taxes and Duties

The Contractor shall be solely responsible for the taxes that may be levied on his persons or on earnings of any office employee and shall hold WBSEDCL indemnified and harmless against any claims that may be made against WBSEDCL. WBSEDCL shall not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the contractor or his personnel. If it is obligatory under the provisions of Indian Income Tax Act, deduction of Income Tax at source shall be made by WBSEDCL.

The Contractor shall be solely responsible for all taxes (except GST), duties, levies, cess all types of statutory Govt. obligations incurred until completion of the total work and handed over to WBSEDCL.

The Contractor shall be responsible for Labour Welfare Cess applicable on the value of the Contract under BOCW (RECS) Act 1996 and Building & Other Construction Workers Welfare Cess (BOCWWC) Act 1996 (and subsequent amendments thereof), which is to be deducted at source incurred until completion of the total work and handed over by WBSEDCL for deposition into Govt. Welfare Fund.

The Contractor shall have to agree to and accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, Octroi etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, Octroi etc. now in force and hereafter increased, imposed or modified, from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance of all Sub-Contractor (if allowed for engaging by WBSEDCL), with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. The Contractor shall further agree to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor (if allowed for engaging by WBSEDCL) of such laws, suits or proceedings that may be brought against WBSEDCL arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

GP.34. Liability of Accidents and Damage

The Contractor shall be responsible for the loss, damage or depreciation of the Company's property, materials, documents, drawings etc. while in their custody and until the same is 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 the negligence of the Contractor or his engineers/supervisors or his workmen or from defective workmanship etc.

GP.35. Indemnity

If any action is brought before a Court, Tribunal or any other Authority against WBSEDCL or an officer or Consultants (engaged by WBSEDCL for the Project) or representative of WBSEDCL, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractor's (if allowed to engage by WBSEDCL) in connection with any claim based on lawful demands of Sub-Contractor's workmen suppliers or employees, the Contractor, shall in such cases indemnify and keep WBSEDCL and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

GP.36. Compliance of Laws

The Contractor shall, in all matters arising in the performance of the Contract, comply with in all respects, give all notices and pay all fees required by the provisions of any National or State statute, ordinance or other law or any regulation or bye-law of any duly constituted authority. The Contractor shall adhere to the Statutory Provisions under Payment of Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Employee's Provident Fund & Miscellaneous Provisions Act, Workmen's Compensation Act and other relevant Statutes. Non-compliance of the statutory provisions i.r.o. Contract labour engaged in the job may attract penal action against the Contractor from the Law Enforcing Authorities. All liabilities arising out of the non-compliance of the Law of the Land will have to be borne by the Contractor and WBSEDCL will not be responsible in any manner whatsoever for the same.

GP.37. First-Aid and Industrial Injuries

The Contractor shall maintain first-aid facilities for their men and those of the sub-contractor. They shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Owner.

All critical industrial injuries shall be reported promptly to Owner, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to WBSEDCL.

GP.38. Dismantling and General safety

In respect of all labour employed in the work the Contractor shall, at their expense, arrange for all the safety provisions as per safety codes of CPWD, the Electricity Act and all such other Acts as applicable. The Contractor shall not employ men below the age of 18 years.

When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Controlling Officer/ Safety Officer of WBSSEDCL.

Notwithstanding the above clauses there is nothing in these to exempt the Contractor for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

In addition to the above, the Contractor shall abide by the safety code provision as per CPWD Safety codes and Indian Standard Safety Codes from time to time.

TECHNICAL SPECIFICATION FOR WORKS

1) EARTH WORK:-Earth unless otherwise mentioned specifically, means all kinds of soil, sand, slush, silt dry or wet and hard or soft rock. The rate of excavation of earth in all items will include the cost of nicking out lines, putting profiles, cutting and removing of thick and thorny jungles, roots of trees and stumps of all sizes, trees upto 0.3 metre girth, from the site of work as directed by the Engineer-in-Charge. Site of work will include both the site of excavation and the site for depositing the earth and throwing/laying of the spoils. During the excavation, the natural drainage of the area shall be maintained. The rate in all relevant items will also include dewatering and making arrangement for disposal of bailed water. Clearance of silt and slush by using bucket or pan if necessary, removal of water hyacinth and burning them to ashes and weeds, carcasses, organic matter etc.

1.1) The earthwork shall be classified under the following categories and measured separately for each category:

- a. **All kind of soils:** Generally any strata, such as sand, gravel, loam, clay, mud, black cotton, Moorum, shingle, river or nallah bed boulders, siding of roads, paths etc. and hard core, macadam surface of any description (water bound, grouted tarmac etc.), lime concrete, mud concrete and their mixtures which for excavation yields to application of picks, shovels, jumper, sacrifiers , ripper and other manual digging implements.
- b. **Local soil or sand mixed with shingles:-**This item will include soils having shingles upto 10 cm size more than 10 % as constituents but will not contain more than 5 % of boulder of size above 10 cm (by eye estimation). This may be excavated by spades.
- c. **Local soil or sand mixed with shingles and boulders:-**This item will include soils having boulders of size above 10 cm upto 20 cm by more than 5 % upto 20 % (by eye estimation). This cannot be excavated by spades only, pick axes have to be used.
- d. **Ordinary rock:-**Generally any rock which can be excavated by splitting with crow bars or picks and does not require blasting, wedging or similar means for excavation such as lime stone, sand stone, hard laterite, hard conglomerate and un-reinforced cement concrete below ground level. If required light blasting may be resorted to for loosening the materials but this will not in any way entitle the material to be classified as 'Hard rock'.
- e. **Soft weathered rock/soft laterite:-** In case of soft weathered rock / soft laterite, it can be excavated by pick axes and come out in small pieces, undisturbed 8 cm cube of such rock cannot be broken by hand pressure but will disintegrate into small particles by hitting with 1 kg hammer.
- f. **Hard rock:-**In case of hard weathered rock/hard laterite, it will consist of hard boulder above 80 Kg or strata of hard rock which may require blasting for removal. It has to be broken into pieces of size below 50 Kg for which no extra payment will be made. The boulders of size between 30 Kg to 50 Kg

will have to be stacked separately for which separate payment for stacking will be made with deduction of void. For blasting, the contractor must possess a license for using and storing of gelatin or gun powder. A properly trained & licensed fireman shall be engaged for handling of explosives & blasting. Special care is to be taken for blasting near homesteads. In this connection, instruction of the Chief Mining Engineer is to be followed regarding blasting operation. Generally any rock or boulder for the excavation of which blasting is required such as quartzite, granite, basalt, reinforced cement concrete (reinforcement to be cut through but not separated from concrete) below ground level and the like.

- g. **Hard rock (blasting prohibited):-** Hard rock requiring blasting as described under (F) but where the blasting is prohibited for any reason and excavation has to be carried out by chiseling, wedging, use of rock hammers and cutters or any other agreed method.
- 1.2) **Excavation from borrowpits:-** This item is intended for making embankment, repairing or strengthening old embankments, putting and removing long bundhs, partition bundhs and cross bundhs, filling poly or gunny bags etc. The earth has to be taken from borrow pits either from the river/channel side subject to tidal inundation during the working period or from the countryside. The sides and location of borrowpits are to be selected strictly as per instruction given by the Engineer-in-charge and in all types of borrow pits excavations, keeping of proper witness is mandatory on the part of the contractors. The earth has to be deposited in layers not exceeding 25 cm in the profile in proper slope at required levels. The clods will have to be broken and the top, side slopes will have to be roughly dressed to the designed profile. The witnesses of borrowpits will have to be removed by the contractor at his own cost and laid in the profile of the embankment after the check measurement, failing which, the contractor will be liable for accepting deduction of 10% in the measurement. The contractor has to fill up the borrow pits if excavated in homestead, road and other undesirable areas, at his own cost.
- 1.3) **Breach Closing:-** The work is to be done in submerged areas of a river. The closure work shall have to be maintained and guarded with all materials and labors round the clock by the contractor at his own cost along with arrangements for sufficient lights at night etc. till the work is handed over to the Department. The earth has to be taken from borrow pits, in case of the local area is inundated, and not suitable for collecting the soil. The size and location of borrow pits are to be chosen as per the synchronous characteristics of soil of site and the borrow pit, and/ or strictly be followed as per the instruction given by the Engineer-in-charge and in all cases, keeping up of a central witness is mandatory on the part of the contractor. The earth has to be deposited in layers not exceeding 25 cm in the profile and in proper slope and duly puddled. The clods have to be broken and the top, side slopes have to be roughly dressed to designed profiles. The measurement for earthwork for the breach closing work will be taken by pit measurement or section measurement as the case may be and as per direction of the Engineer-in-charge, whose

decision is final. On completion of breach closing, 10 per cent voids will be deducted from gross measurement, if measurement is done by section measurement of banks. The payment of earthwork will be made after handing over of finished section to the Department. No payment will be made for guarding any part of work before handing over of the whole closure. Additional expenditure, if any, to be incurred due to the delay in completion, will be recovered from the contractor. The contractor shall not be entitled to claim any compensation for loss of labour and materials for the closure work prior to handing over to the department.

1.4) General Note on Measurement of Earthwork:- Borrowpits for making, repairing and strengthening embankments and breach closing, putting and removal of cross bundhs will generally be measured by pit measurements unless otherwise stated. Measurement will be taken by pre and post work section in silt clearance, excavation or re-excavation of drainage channels etc. unless specifically mentioned. No deduction of voids will be made in silt clearance and excavation or re-excavation of drainage channel, but 10 per cent void will be deducted from gross section in case of finished banking works (if sectional measurement is adopted), stacks of earth etc. A deduction of 10 per cent will also be made until witnesses in borrow pits are removed. A maximum amount of 20 per cent measurement will be deducted from respective item of silt clearance for non-removal of cross bundhs, long bundhs, sealing of inlets etc. in drainage channel. Pre-work section will be taken before the commencement of work and post work section will be taken after the work is completed prior to handing over to the Department unless otherwise mentioned specifically. The profile has to be provided at every 30 metre approximately unless mentioned otherwise, however bed width and bed level may be checked at random. The contractor shall arrange for peg, bamboo, coir string and labours during measurement process.

1.5) For Making new embankment (Ring bundh/ Retired embankment etc.): Work is to be executed on the basis of pre work & post work level sections. Deductions for void section measurements will be made as follows: Pre-work sections shall invariably be taken before the commencement of carted/carried earth work. Necessary deduction will be made from pit measurement if there is wastage of excavated materials. No deduction for voids in section measurements would be made, when the measurements are done after 2nd monsoon. Profile is to be fixed with proper shrinkage allowance. The laying of excavated earth shall be done in layers not exceeding 25 cm. and the clods will have to be broken. Foreign materials such as roots & branches of trees, drift, timbers, bushy jungles, grasses etc. mixed with excavated earth from borrow pits shall not be laid in the bank. The base of embankment shall be ploughed before laying first layer. The rate of excavation includes all these operation. The excavation of canal, canal banks, flood embankment etc. will have to be made as per profile which will have to be provided by the Contractor at his own cost at every 30 metre approximately. Necessary dug belling showing the lines of embankment or spoil bank & edge of cutting canal or borrow area will have to be done by the Contractor which has been included in the rates of excavation.

1.6) Lead & Lift Measurement:-The measurement of lead and lift will be generally horizontal and vertical distance respectively between centers of gravity of the excavated zone and of the spoil bank/ embankment.

1.6.1) Lift Measurement:-The lift may be calculated based on the under mentioned consideration to avoid rigorous calculation of centres of gravity.

1.6.2) In case of new work:-The vertical distance of 0.375 times the height of spoil bank from the ground level plus 0.40 times the depth of canal excavated (0.5 times the depth in case of borrow pits) from the same ground level.

1.6.3 In case of old work:-Total lift shall be taken as difference in height between level of cutting edge of slope on or near bank top and existing average prework level of the channel bounded between cutting edges of slope plus 0.4 times average depth of excavation (obtained by deducting average prework level from designed bed level of the channel) plus difference in height between existing highest bank level (average of highest value of left and right bank if earth is deposited on both banks) and cutting edge of slope, plus 0.375 times the height of newly formed spoil bank, if any, (height of spoil bank being measured from existing highest bank level as mentioned).

1.7) Lead Measurement:- The lead (head lead generally upto 300 metre) will be taken as the horizontal distance as crow flies between the centre of excavated zone (irrespective of depth of cutting) and the centre of spoil bank. All distances shall be measured over the shortest practical route and not necessarily the route actually taken. Route other than shortest practical route may be considered in cases of unavoidable circumstances and approved by the Engineer-in-charge along with reasons in writing.

The distance between the centre of the excavated zone and of the centre of spoil bank in carted earth (generally beyond 500 metre) and the boated earth shall be measured on the basis of shortest practicable route as decided by the Engineer-in-charge.

No payment will be made for earthwork done from any area not identified by the Engineer-in-charge. Foreign materials such as roots and branches of trees, bushy jungles, water hyacinth etc. mixed with excavated earth from borrow pits shall not be laid in the bank. The profile has to be provided at every 30 metre approximately, at contractor's cost including supply of peg, bamboo, coir sting and labour. Necessary dug-belling showing the lines of embankment or spoil bank and edge of cutting along the canal or the borrow areas will have to be done by the contractor, the cost of which is included in the rates of excavation and no extra payment shall be claimed.

No additional expenditure incurred due to the delay in completion of the work in silt clearance, re-excavation of channel or breach closing shall be claimed by the contractor. The contractor shall not be entitled to any compensation for loss of labour or materials due to breach of cross bundhs or closure of work.

No extra payment will be made to the contractor for payment of Royalty or Cess in purchasing earth, because such considerations have already been made in appropriate items.

1.8) Excavation of Foundation and Filling up Trenches:-Foundation, when excavated to the level shown in the drawing, will be shown to the Engineer-in-charge and if on account of some reason, he decides to go deeper, the contractor shall excavate further as per requirement. Base width of the trench, shall not, generally be more than the width of the bottom most part of the structure, adequate side slopes, depending on soil encountered, may be provided to ensure stability of the slope. No claim regarding excavation in excess of base width of structures for providing working space, shall be entertained. The foundation trench has to be kept dry by providing suitable arrangement of bailing out of all sorts of water, cost of which is included in the item. However, if soil investigation report indicates that in case of very permeable sub-soil like silt or sand, substantial sub-soil seepage and sand blowing would occur and well point dewatering or similar method for lowering the ground water table is required to be taken up, the same shall be paid extra. Analysis of rate for such item may be done and got approved by the Superintending Engineer. The rate includes clearance of silt and slush by using pan and bucket if necessary, removal of water hyacinth, jungles up to 30 cm girth, organic matter, municipal garbage etc, unless otherwise stated specifically. In no case, shall the foundation concrete or soling be laid prior to receiving order to that effect from the Engineer-in-charge or his authorized representative. Excavation shall include throwing the excavated earth atleast 1.50 m or half the depth of excavation, whichever is more, clear of the edge, if not otherwise instructed by the Engineer-in-charge. The excavated areas around the foundation of structures are to be filled up properly to the required levels with earth obtained from excavation or other materials as directed, well rammed with water and consolidated in layers of required thickness. The quantity for this item will be measured on the basis of quantity of excavation paid, less the volume occupied by the structure in foundation.

Note:

In case, due to paucity of space or other reasons, straight excavation is required to be carried out and shoring might be required for loose earth/sandy or silt soil or deep excavation is required in clayey soil, the rate and specification of such work may be taken from the Schedule of rates of P.W.D.

1.9) ANTIQUITIES AND USEFUL MATERIALS:-Any finds of archaeological interest such as relics of antiquity, coins, fossils or other Articles of value shall be delivered to the Engineer-in-charge and shall be the property of the Government.

Any material obtained from the excavation which in the opinion of the Engineer-in-charge is Useful shall be stacked separately in regular stacks as directed by the Engineer -in-charge and shall be the property of the Government.

1.10) PROTECTIONS: Excavation where directed by the Engineer-in-charge shall be securely barricaded and provided With proper caution signs, conspicuously displayed during the day and properly illuminated with red lights and/or written caution messages using fluorescent reflective paint as directed by Engineer in charge during the night to avoid accident.

The Contractor shall take adequate protective measures to see that the excavation operations do not damage the adjoining structures or dislocate the services. Water supply pipes, sluice valve chambers, sewerage pipes, manholes, drainage pipes and chambers, communication cables, power supply cables etc. met within the course of excavation shall be properly supported and adequately protected, so that these services remain functional. However, if any service is damaged during excavation shall be restored in reasonable time.

Excavation shall not be carried out below the foundation level of the adjacent buildings until underpinning; shoring etc. is done as per the direction of the Engineer -in-charge for which payment shall be made separately.

Any damages done by the contractor to any existing work shall be made good by him at his own cost. Existing drains pipes, culverts, over head wires, water supply lines and similar services encountered during the course of execution shall be protected against damage by the contractor. The contractor shall not store material or otherwise occupy any part of the site in manner likely to hinder the operations of such services.

2) PROTECTIVE WORKS :-

2.1 Pitching Works:- Before the pitching work is undertaken, the river bank shall be cut and dressed to proper slope. Pitching shall not be laid on made up earth except where unavoidable. In such cases, the earth

2.1.1 Various types of flexible pitching and primary guidelines on applicability of these.

2.1.1 Empty cement polythene bags: Empty second hand cement polythene bags (capacity 50 kg) filled up with locally available sand / silt / loamy soil and sewing after filling may be used as a purely temporary measure, on riverside side slopes of newly constructed embankment, particularly when such slopes are built up by filling of earth and such palliative pitching works are scheduled to be replaced by suitable rigid or flexible pitching of permanent nature, e.g. brick block, dry brick, cement concrete, boulder, geobags, etc., immediately after passing of one monsoon season.

2.1.2 High-density Polyethylene (HDPE) bags: High-density Polyethylene (HDPE) bags conforming to IS: 14252:2015, filled up with sand / silt / loamy soil and machine stitched after filling may be used for pitching as a semi-permanent measure, on riverside side slopes of river / channel bank or embankment, above LWL in the following cases:

(i) Scour hole below LWL has been filled up by dumping nylon crated bags or other suitable materials, and the resultant composite mass used for filling would be required to be kept after observation for at least more than a year, before stabilization. Upon stabilization of the underwater mass, such HDPE bag pitching, if found disintegrated on a large scale within one years due to UV radiation or other reasons, may be replaced by other suitable rigid / flexible pitching of more durable nature. In case of minor disintegration of individual bags, these may be suitably replaced by new HDPE bags.

(ii) The pitching work is generally subjected to low / moderate flow velocity as per standard calculation, not exceeding 2.5 meters, and/or access condition at worksite may not be conducive

for deployment of heavy machinery and equipment, and/or the demographic and socio-economic conditions prevailing in the area to be protected otherwise justify use of the HDPE bags, instead of adopting cost prohibitive rigid protective measures of more durable nature.

2.1.3 Geobags: Geobags / composite geobags manufactured using UV stabilized woven / combination of woven and non-woven geotextile films may be used when:

(i) Flow velocity is relatively high, in excess of 2.5 meters as generally found in many rivers of North Bengal thereby requiring heavier mass of individual units, which could easily be achieved by filling up geobags with sand / silt / loamy soil obtained from riverbed or river berm lands.

(ii) Underwater scouring has fully been stopped and the combined mass below LWL used for filling up scour holes has been stabilized.

(iii) Prevailing wave action calls for heavier mass of individual units of pitching and deployment of required machinery at site, like crane can be made easily.

(iv) Cost competitiveness of geobags including cost of supply, filling and laying in position, compared to the corresponding cost of conventional rigid pitching materials, has been established.

Applicability of different types of flexible protection under different site conditions stated in Para 2.3.1.1 to 2.3.1.3 above are purely suggestive and may be used only as a primary guidance, as these items are relatively new and do not have much past reference of uses. The Engineer-in-charge is to carefully consider all the relevant aspects, including design, construction, maintenance, durability and economics as per codal provisions or sound engineering practices, before making the final selection of the particular type of flexible pitching. Assistance of the Design Wing may be solicited, if required."

2.1.2 Rigid Pitching:-

Boulder Pitching:-This shall be done with Pakur, Panchami & North Bengal variety of stone boulders to cover the area to be pitched with boulders of size not less than 0.015 cum approximately and weighing about 25kg and above. The boulders shall be arranged in layers and packed close together to the required specified thickness and made up to the proper slope. Smaller broken stones are to be used in filling the space between the bigger ones. Each working Division shall use the stone boulders from the nearest available quarry site.

2.2 Stacking and dumping of boulders pertaining to Anti Erosion Works:-

Attempt shall be made to stack the boulders at a safe zone as close to the worksite as possible keeping in view the extent of erosion and likely submersion of the stockyard by flood spill. In case the boulders are required to be stacked beyond the initial distance from the anchor point of the spur for want of space, prior written permission from the Engineer -in-charge is to be obtained by the agency to that effect. While stacking, boulders are to be packed keeping void as minimum as possible, only 1/7th of gross volume is deducted as void and net volume is arrived at. The stacking shall be done layer by layer without any vertical gap in between two consecutive layers. All stacks

as soon as measured shall be numbered serially with location in reference to permanent objects. During taking measurement of stacked boulder by responsible officer, the measured stacks shall serially be numbered with oil paint and be marked with spreading liquid lime by the concerned agency for which no extra payment will be made. The serial number of stacks shall also be maintained in the measurement book also for the facility of the check measurement. While checking measurement of stacks of boulders by officers other than those who recorded initial measurement some percentage of the stacks chosen at random shall be restacked in presence of the officers checking the measurement so as to verify whether the stacks have been made in proper manner or not. This percentage shall normally be not less than 2% in case of S.D.O.'s and 1% in case of Executive Engineer's checking. No extra payment for such restacking will be admissible. The alignment of the spur shall be properly marked over the entire length of the spur by bamboo or sal bullah piles for which separate payments will be admissible as per provision of item in the schedule of work. The measurement of stacks of boulders shall be verified with those recorded in measurement book before dumping is started. After the close of each day's work the balance portion of the broken stacks, if any, shall be measured and approximate quantity recorded by the supervising staff before leaving the site. At the time of resuming the work next day, previous day's measurements for the said stacks shall be verified before allowing dumping. Dumping by boat shall be done for constructing the portion of the bar which will be under water. For constructing the anchored portion as well as the portion above the water level of the river, provision of boats will not be necessary and this shall be done by dumping boulders by head load only. Dumping of boulders shall always be made in presence of a responsible officer not below the rank of Junior Engineer. The quantity dumped day to day shall be separately recorded by supervising staff with reference to serial number of stacks in addition to recording in measurement book by the junior Engineer concerned. Boulders shall be simultaneously dumped over the entire length of the bar below water so that the bar is raised vertically at a uniform rate. Requisite number of boats shall be mobilized at each site and the loaded boats shall be aligned properly along the side of the spurs before each dumping. After the placement of all the boats have been made and duly checked, the dumping shall be simultaneously commenced. The cycle shall be repeated for each trip of the boat. For each boat lead, challans shall be prepared in triplicate; one shall be retained by the supervising staff at the loading site, the second copy shall be handed over to the agent of the contractor and the third copy to the boatman to be again collected back by the supervising staff at the dumping site as soon as the unloading is completed. The agency at the time of submitting the bill, shall enclose the second copy of challan. Each challan shall indicate the approximate quantity of boulders carried by the boat. For easy identification the boats shall be prominently numbered by the contractor at his own cost for which he shall have no extra claim to the department on this account.

2.3 Sausages Works:-Sausage works may be of different shapes like rectangular, square or circular type of various sizes depending on the site condition. The fill materials inside the sausage crate may be either by picked jhama /1st class kiln burnt bricks or with stone boulders, as mentioned in the

drawing. For launching sausages from bank, rate is inclusive of making ramps and supply of all equipments including carriage within a lead of 60 metre and all lifts complete.

2.3.1 Sausage cage made with boulders or lump aggregates etc.: The boulders shall be filled inside the sausage in well packed & perfectly dressed condition. Sausage shall be made with 8 SWG /10 SWG G.I. wire of square mesh size 125 mm × 125 mm wire netting or square mesh size 150mm x150mm wire netting as per requirements with a minimum lapping of 150 mm as directed by the Engineer –in-charge. The ends of the sausage shall be properly closed with end pieces sewing with 10 SWG/12 SWG G.I. wire as per direction including inter twisting the free ends, tying the face of the sausage by double ply wire at an interval of 0.60 metre longitudinally and laterally. The sub-grade shall be prepared before laying the sausage and the laying shall be done in stagnant or flowing water upto 0.30 metre depth. The wire netting shall be held straight before placing the boulders. The rate is inclusive the cost of required wire netting, binding wires etc. carriage upto site and all the labour charges required for making, sewing etc. the sausage cage including filling with boulders or lump aggregates in the same as per direction of Engineer-in -charge. The lump aggregates constitute any type of solid aggregates like singles, sprawls, cobbles, brick bats, brick ballasts, stone metal, sand etc. filled in bags suitably placed inside the sausage crates as per direction of the Engineer -in-charge. The cost of boulders or lump aggregates including it's carriage upto site will be paid separately. The cost of end pieces of wire netting will also be paid extra as separate item.

2.4 Installing geo textiles:

2.4.1 Site Preparation:-Clear and grade the installation area. Before installation of the geotextile, the site must be cleared of large and sharp stones, tree stumps or any other objects that could damage the geotextile. Cut trees and shrubs flush with the sub grade. Removal of topsoil and vegetation mat is not necessary, but is recommended where practical. Excessively soft spots or voids may be unsuitable for geotextile installation. Fill these areas with select material and compact prior to geotextile installation. The problem area may be enhanced by using a geotextile at bottom of the excavation prior to backfilling. If heavy construction equipment is used, driving on the geotextile must be avoided.

2.4.2 Deployment of the Geotextile:- Unroll the geotextile on the prepared sub grade in the direction of construction traffic. Hold the geotextile in place with pins, staples, fill material or rocks. Adjacent rolls shall overlap in the direction of the construction. Depending on the strength of the sub grade, the overlaps may have to be sewn.

2.4.3 Placement of the Aggregate:- Place the aggregate over firm subgrades by back dumping aggregate onto the geotextile and then spreading it with a grader. For weaker subgrades, dump onto previously placed aggregate and then spread the aggregate onto the geotextile. On weaker subgrades, a sufficient layer of aggregate must be maintained beneath all equipment while dumping and spreading to minimize the potential of localized subgrade failure. Avoid traffic directly on the geotextile. When using construction equipment on the aggregate, try to avoid any sudden stops, starts or sharp turns. Maintain a minimum lift thickness of 15 cm except in cases of low

volume roads. Compact the aggregate to the specified density using a drum roller. Fill any ruts with additional aggregate and compact as specified. In addition to the application and function to be covered by the geotextile, it is important to consider the following: Before installation, check if the packing foil is complete. If not, check the geotextile roll for damage due to UV radiation or mechanical impacts. Before installation of the geotextile, the site must be cleared of large and sharp stones, tree stumps or any other objects that could damage the geotextile. Secure the geotextile from wind forces, for example by placing small bags with sand on the fabric to hold it in place. If heavy construction equipment is used, driving on the geotextile must be avoided. If several rolls of geotextile are used for the installation, joint overlaps shall be made correctly either by sewing or by using adequate overlaps, depending on the application and soil conditions. Prior to covering, the geotextiles must be inspected to ensure that the geotextile has not been damaged during installation.

2.4.4 Joints and overlaps:- In installations where more than one roll of geotextile is used, the joint overlaps shall be made either by sewing or by using adequate overlaps. The requirements to the joints depend on the application and soil conditions in question. The larger the deformations which can be expected, the greater the requirements for the overlap. The table given below can be used as a guideline. The requirements are specified for typical road applications. For larger hydraulic structures, the minimum overlap shall never be below 500 mm and is often required to be minimum 1 metre.

Sewing is a good alternative to overlapping, especially when the required overlaps are quite large, for example close to and above 1 m. Sewing can be carried out using different types of threads and seams. It is therefore important that the quality of the seam. This is typically done by testing the seam according to EN ISO 10321 "Geosynthetics - Tensile test for joints/seams by wide-width strip method".

2.4.5 Geo Bags:- The geo-textile bags of different size will be manufactured using the Polypropylene UV stabilized needle punched non woven Geo-textile having requisite properties. The two long end will be double chain stitched with polypropylene or equivalent yarn. The material will be supplied at site as desired by the Engineer-in charge with the required test report as asked by the Engineer-in-charge.

2.4.6 Composite Geo Bags:- The composite geo-textile bags of different size will be manufactured from Polypropylene UV Stabilized Woven Geo-synthetic material and Polypropylene UV stabilized needle punched P Non woven Geo-textile material having requisite properties. The woven geo-textile will be used as outer layer and the non-woven geo-textile will be used as inner liner. Initially the two types of sheet of required dimension has been laid one above another and stitched together. Then this composite material will form a bag by stitching the two long end by double chain stitch with polypropylene or equivalent yarn. The material will be supplied at site or as desired by the Engineer-in-charge with the required test report as asked by the Engineer-in-charge.

2.4.7 Specification of non-woven geotextile as filter material and to be used in Geobags”

SL No	Test Parameters	Unit	Test Method	Permissible Value
1	Weight	Gsm	ASTM D 5261	300
2	Tensile Strength	KN/m	ASTM D 4595	17
3	Elongation	%	ASTM D 4595	> 60
4	Grab Tensile Strength	N	ASTM D 4632	1050
5	Grab Tensile Elongation	%	ASTM D 4632	> 60
6	Trapezoidal Tearing Strength	N	ASTM D 4533	425
7	CBR Puncture Strength N	N	ASTM D 6241	3100
8	Thickness	MM	ASTM D 5199	2.0
9	Flow water rate - 5 cm head	Lit/m2/Sec	ASTM D 4491	55
10	AOS	mm	ASTM D 4751	0.015
11	U.V. Resistance after 150 hrs	% strength retained	ASTM D 4355	>= 75

2.4.8 Sampling and Testing: - Geotextiles must be tested by the Client / Engineer-in-charge at accredited or well equipped laboratories (e.g. BITRA, CIPET, Jadavpur University, etc.) having all testing facilities prescribed above. Cost of such testing, deemed to be 3rd Party Testing would have to be borne by the Engineer -in-charge and the responsibility of taking samples, and sending to laboratories shall entirely be vested on him, for which necessary provision for cost shall be made in the estimate, but may not be included in the BoQ of contract. This apart, the contractor also shall furnish Manufacturer’s Test Certificates (MTC) from either own laboratory or from accredited laboratories stated above. No payment shall be released without MTC and full payment shall not be released until results of 3rd Party Testing are made available. In case of non compliance of the results of 3rd Party Testing with the specified parameters, the Engineer-in-charge shall make payment at reduced rate on pro-rata basis as stated below.

Criteria	Reduced rate of payment
Sl.1 to Sl.7	@ 10% (for each criterion)
Sl.8	@ 50%

The sampling and testing frequency must be in accordance with the following:

Batch or order size (sqm) defined as the lot size	No. of samples representing the lot
Initial 10,000 sqm or part thereof (Plan area of each geobag may be taken as 0.7 sqm)	1
Each subsequent 10,000 sqm or part thereof	1

2.4.9 Identification and Storage:- The geotextile rolls / geobags must be clearly labelled showing, manufacturer, month and year of manufacture, batch identification mark and any other information as required by the law in force.

Geotextiles must be stored under protective cover or wrapped with a waterproof, opaque UV protective sheeting to avoid any UV damage prior to installation.

Geotextiles must not be stored directly on the ground or in any manner in which they may be affected by heat. The method of storage must be in accordance with the recommendations set by the manufacturer.”

2.5 Specification of High Density Polyethylene (HDPE) Woven Bags

Sl No.	Property	Unit Test	Method	Expected value
1	Length	cm	IS 14252	84 + 2
2	Width	cm	IS 14252	38-1
3	Ends per dm and Picks per dm		IS 14252	40+/-1
4	Mass of sack (without tying cord)	gm	IS 1964	55+/-2
5	Average Breaking Strength of fabric, Min (Ravelled strip method, 325mm x 70mm), Warpway / Weftway	N(kgf)	IS 1969	750(76)+6
6	Average breaking strength of bottom seam, Min (Ravelled Strip method)	N(kgf)	IS 9030	314(32)
7	Elongation at break of fabric (Ravelled Strip method), bothways	%	IS 1969	20
8	Average breaking strength at break of UV stabilized HDPE fabric after been exposed to UV radiation and weathering (after 192 hours), Min	%	IS 14252	50
9	Ash content, Max	%	IS 14252	2.20
Note :- The mass of the sack is based on fabrics weighing 75 gsm; 1N=0.102kgf (approx.) Width after raveling = 50 mm, Gauge length = 200 mm.				

2.6.1 Sampling and Testing:-

Sampling and testing of the HDPE woven bags shall be in accordance with relevant provision of IS: 14252:2015 or other Codes mentioned in that Code.

2.6.2 Printing Packaging and Marking:-

Printing, packaging and marking shall be in accordance with the provision of Clause 5 of IS:14252:2015.

Each bag shall carry the following:

- (a) Manufacturer's name and logo
- (b) BIS Standard Mark
- (c) Manufacturer's BIS License Number
- (d) Month of manufacture."

No bag shall be accepted without the above information

2.6 Properties of the material of the Polypropylene Rope Gabion:

Properties Limits	Properties Limits
Weights	40 gm/ metre or more
Tensile strength	a) 9mm dia rope, Breaking strength $\geq$ 1560 Kg
	b) Punching shear:- 6000 Kg to be tested as per IS: 7071
Construction of Net	Interlaced at the intersection of ropes
Abrasion Resistance	Residual breaking strength of at least 85% of the stipulated rope strength at the end of 1000 cycles, when
Thermal Stability	The rope tested as per IS: 7071 shall have a residual strength of 90%
U V Resistance	More than 80% strength retention after 500 hours of outdoor weathering as per ASTM D 4355

Testing and compliance procedures, conforming to relevant IS / ASTM Code, with the frequency of sample as may be agreed upon between the Engineer -in-charge and the Contractor or as may be prescribed in the relevant codal provision. Linkage between 3rd party testing and payment, in a manner similar to the provision of Para 2.7.9.1, may be established, before invitation of tender."

Annexure-1

BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE

(To be stamped in accordance with Stamp Act)

Ref. No. _____

Bank Guarantee No. _____

Date _____

To

The Chief Engineer,
Solar Power Generation Department
Data Centre Complex, 3rd floor, Action Area I,
Newtown, Rajarhat, Kolkata- 700156
e-mail:cesolar@wbsecl.in

Dear Sir,

In consideration of West Bengal State Electricity Distribution Company Limited (hereinafter referred to as WBSEBDCL) which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns having awarded to M/s. _____ with its Registered/Head office at _____ (hereinafter referred to as the Contractor) which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns, a Contract by issue of Order No. _____ dated _____ for _____ (Name of work) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract to 10 (ten) % (percent) of the value of the Contract to WBSEDCL, we _____ (Name and Address of Bank) having the Head Office at _____ hereinafter referred to as the 'Bank') which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns do hereby guarantee and undertake to pay WBSEDCL on demand any and all money payable by the Contract to the extent of _____ as aforesaid at any time upto _____ (day/month/year) with a further claim period of 3 (three) months beyond this date or extended date whichever is later without any demur, reservation, contest recourse or protest and or without any reference to the Contractor. Any such demand made by WBSEDCL on the Bank shall be conclusive and binding notwithstanding any difference between WBSEDCL and the Contractor or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of WBSEDCL and further agrees that the guarantee herein contained shall continue to be enforceable till the WBSEDCL discharges this guarantee.

WBSEDCL shall have the liberty without affecting in any way the liability of the Bank under this guarantee from time to time extend the time for performance of the Contract by the Contractor. WBSEDCL

shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against Contractor and to exercise the same any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between WBSEDCL of its liberty with reference to the matters aforesaid or any of them or by reasons or any other acts of omission or commission on the part of WBSEDCL or any other indulgence shown by WBSEDCL by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.

The Bank also agrees that WBSEDCL at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the First instance without proceeding may have in relation to Contractor’s liabilities.

Notwithstanding anything contain herein above our liability under this guarantee is restricted to _____ and shall remain in force upto and including _____ with a further claim period of 3 (three) months beyond this date or extended date whichever is later and shall be extended from time to time for such period, as may be desired by the Contractor on whose behalf this guarantee has been given.

All rights of the WBSEDCL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless WBSEDCL brings any suit or section to enforce a claim under this guarantee against the Bank within six months from the above mentioned date or from the extended date.

Dated this _____ day of _____
at _____

Witness:

(Name)

(Official address)

Stamp:

No. _____

(Signature)

(Signature)

(Name)

(Designation with Bank)

Attorney as per power of Attorney

Dated:

Annexure-2
BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To
The Chief Engineer,
Solar Power Generation Department
Data Centre Complex, 3rd floor, Action Area I,
Newtown, Rajarhat, Kolkata- 700156
e-mail: cesolar@wbsedcl.in

WHEREAS (Name and address of the Contractor)
(hereafter called "the Contractor") has submitted a tender, in pursuance of your Tender Notice No.
..... Dated to execute
..... (Name of work) (hereinafter called "the
Contract").

AND WHEREAS it was stipulated in the conditions of the said Tender Notice that the Contractor shall furnish you a Bank Guarantee by a Scheduled Bank for a sum amounting to 10% (ten percent) of the bid value of the Contractor for 'ADDITIONAL PERFORMANCE SECURITY' before issuance of the order for compliance with his obligation in accordance with the Contract.

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

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

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

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

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

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

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

This Guarantee shall be valid upto..... It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of 3 (three) months for the Bank Guarantee. Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs..... (Rupees) and unless a claim in writing is lodged with us within the validity period i.e. upto of his guarantee, all our liabilities under this guarantee shall cease to exist.

Signed and sealed thisday of at

SIGNED, SEALED AND DELIVERED by
For and on behalf of the BANK

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

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

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

Annexure-3
INDEMNITY BOND

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

BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on thisDay of20..., I/We having Registered Office / residing at

(herein after called "OBLIGOR / OBLIGORS" which expression shall mean and includes my / our successors legal representatives, assigns) do hereby binds myself /ourselves and also our company / firmafter having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited, a government company within the meaning of Sec.617 of the Indian Company's act having registered office at Vidyut Bhavan, Block-DJ, Sector-II, Salt Lake City. Kolkata – 700091 (hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns.

Whereas OBLIGOR / OBLIGORS has / have been awarded to execute the job/works under letter no.dt. issued by the OBLIGEE after having observing necessary formalities, the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job / works will be / likely to be done in places covered under Employees' State Insurance Act (ESI) and / or the Workmen Compensation Act (W.C. Act) and / or other laws relating to the Labour Management and Welfare.

And whereas according to the condition of the contract the OBLIGOR / OBLIGORS is/are under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR / OBLIGORS is/are aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the OBLIGEE shall have the power to deem that actual work has been started within the meaning of the contract before the execution of this Indemnity Bond.

Now this indenture witnesses that I / we the OBLIGOR / OBLIGORS do hereby undertake:-

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR / OBLIGORS.
2. THAT the OBLIGOR / OBLIGORS will take/adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT the OBLIGOR / OBLIGORS undertakes/undertake to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or non-managerial or any other capacity in the area covered under Employee' State Insurance Act who has/have insurance coverage within the meaning of Employees' State Insurance Act and further undertakes not to engage any person in the area covered under Employees State Insurance Act., who does / do not has / have insurance coverage within the meaning of Employees' State Insurance Act.

4. That the OBLIGOR / OBLIGORS further undertakes/undertake to engage only those labour, worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area not covered under Employees' State Insurance Act, who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGOR / OBLIGORS.
5. THAT the OBLIGOR / OBLIGORS undertakes / undertake to indemnify and keep harmless the OBLIGEE from all claims, action, proceedings and of risk, damage, danger to any person whether belonging to / or not belonging to OBLIGOR / OBLIGORS.
6. THAT the OBLIGOR / OBLIGORS shall keep harmless the OBLIGEE from all claims, compensation, damages, any proceedings in respect of any of its employee / workmen under the Workmen Compensation Act. Act or any other laws for the time being in force.
7. THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR / OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Workmen Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work / job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR / OBLIGORS is responsible to complete the work / job and it will be deemed that discontinuance was due to default of OBLIGOR / OBLIGORS.
8. THAT, if at any time, due to exigency, the OBLIGEE i.e. the West Bengal State Electricity Distribution Company Limited, as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGOR / OBLIGORS or for any other reason, the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR / OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR / OBLIGORS.
9. THAT the OBLIGOR / OBLIGATOR is / are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR / OBLIGATOR.

SIGNED AND DELIVERED	
BY THE OBLIGOR / OBLIGORS	
Signature	
WITNESS:	
1) Name, Designation	
Signature	
2) Name, Designation	
Signature	

Annexure-4
CONTRACT AGREEMENT

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

ARTICLES OF AGREEMENT MADE thisday of in the year between WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), a statutory body constituted by the Govt. of West Bengal having its Head Office at “Vidyut Bhavan”, Block-DJ, Sector-II, Salt Lake City, Kolkata-700091, hereinafter referred to as the “Company” (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART.

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

WHEREAS the Company invited tender vide Tender Notice No..... (annexed hereto) for “.....”.

AND WHEREAS in pursuance of such invitation for tenders the Contractor submitted a tender vide no. dt the Techno-commercial part of which was opened on and the Price bid was opened on (The tender offer is in custody of the Company at present).

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

NOW THEREFORE, The Company and the Contractor agree as follows:

1. The Contractor agrees to undertake the work of “.....” as per Letter of Award/Order no. dt referred to above.
2. The Company agrees to pay the contractor as per the Letter of Award no dtreferred to above.
3. Both the Contractor and the Company agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata.

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

SIGNED, SEALED AND DELIVERED

..... Contractor	 Company
---------------------	------------------

..... Witness	 Witness
..... Witness	 Witness

Annexure-5

MANDATE FORM BY VENDOR FOR RTGS/NEFT PAYMENTS

(To Be Filled in Block Letters and Submitted in Hard Copy with Earnest Money)

1. Name of the Vendor:
2. ERP Vendor No. under WBSEDCL (If any):
3. Vendor Type: Company/Partnership/Proprietorship/Self-Help Group/HUF/Others (To be Specified)
4. Address:
5. Telephone No & Fax No:
6. Mobile No:
7. E-Mail:
8. PAN:
9. GST Registration.:
10. Particulars of Bank Account (One cancelled cheque is to be enclosed):
 - (i) Name of Account Holder:
 - (ii) Bank Name:
 - (iii) Branch Name & Address:
 - (iv) Bank Branch Telephone No. :
 - (v) Account type (Whether SB or Current):
 - vi) Account No. :
 - (vii) Bank's MICR Code:
 - (viii) Bank IFS Code:

11. Declaration of the Vendor:

I hereby declare that the particulars given above are correct and incomplete. If the transaction is delayed or not affected at all for reasons of incomplete and incorrect information, WBSEDCL will not be held responsible.

Date:

SIGNATURE OF THE VENDOR

N.B.: Where the cheque does not carry IFS Code, an attestation from Bank attesting the IFS Code should be given.

Proforma-1
Consortium Agreement
(To be executed on Non-Judicial Stamp Paper of Rs.100/-)

THIS AGREEMENT executed on this.....day of.....Two Thousand..... BETWEEN a Company incorporated Under the laws of INDIA and having its Registered Office at. (Herein after called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of.....and having its Registered Office at..... (Hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [herein after called the "Contract" {in case of award}] against the Specification No.....for.....(*project name*).....of West Bengal State Electricity Distribution Company Limited, a Company incorporated under the Companies Act of 1956 having its Registered Office at Vidyut Bhavan, Block-DJ, Sector – II, Bidhannagar, Kolkata – 700 091 (hereinafter called the "Employer").

WHEREAS the Party No.1 and Party No.2 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the abovementioned Specification for the design, manufacture, supply, erection, testing and commissioning of Equipment/ Materials stipulated in the Bidding Documents under (*project name*)

AND WHEREAS Clause 1A of NIT (documents establishing the eligibility of Bidder) forming part of the Bidding Documents, inter-alia stipulates that an Undertaking of two qualified manufacturers as partners, meeting their requirements of Qualification Criteria in Clause 1A of NIT, as applicable may bid, provided, the Consortium fulfils all other requirements of NIT and Qualification Criteria in Clause 1A of NIT and in such a case, the Bid Forms shall be signed by all the parties so as to legally bind them and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal No.....dated by Party/ Parties in accordance with the requirements of Clause 1A of NIT (documents establishing the Qualification of Bidder) has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Consortium, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Consortium shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the plant in accordance with the Contract.
2. In case of any breach or default of the said Contract by any of the party or parties to the Consortium, the party(s) does hereby undertake to be fully responsible for the successful

performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.

3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of THESE PRESENTS undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to THESE PRESENTS before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this agreement, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this agreement.
 - a. It is expressly understood and agreed between the Parties to this agreement that the responsibilities and obligations of each of the Parties shall be as delineated in **Clause no IB5 and GP5** to this agreement. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
 - b. This agreement shall be construed and interpreted in accordance with the provisions of the Contract.
 - c. In case of an award of a Contract, the parties to this agreement do hereby agree that it shall be jointly and severally responsible for furnishing a Contract performance security in the form of Bank Guarantee from a nationalized bank in favour of the Employer in Indian currency.
 - d. It is further agreed that this Bank Guarantee shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer is charges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of has been affixed in my/ our

Presence pursuant to Board of

Director's Resolution dated Name

Designation..... Signature.....

WITNESS:

I.

II.

For Lead Company/ Lead Partner (Party No.-1)

For and on behalf of M/s

.....

(Signature of the authorized representative)

Common Seal of has been affixed in my/ our

Presence pursuant to Board of

Director's Resolution dated Name

Designation Signature WITNESS :

For Party No.-2

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

(Signature of the authorized representative)

I.
II.

Note:

- For the purpose of executing this agreement, the non-judicial stamp papers of Rs.100/- shall be purchased on behalf of Consortium.
- The Undertaking shall be signed on all the pages by the authorised representatives of each of the parties.
- The nomenclature of this agreement be treated as standard issued format for parties being companies incorporated under Companies Act. 1956/2013.

But other entities like partnership firm/ LLP may also eligible for participation in the bid as part of Consortium under relevant laws of India.



West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

OFFICE OF THE CHIEF ENGINEER

SOLAR POWER GENERATION DEPARTMENT

Data Centre Complex, 3rd floor, Action Area I, Newtown, Rajarhat, Kolkata- 700163

e-mail: ce_solar@wbsecl.in

Proforma-2 SPECIMEN COPY

Power Of Attorney for Lead Member Of Consortium

(To be executed on Non-Judicial Stamp Paper)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Parties whose details are given hereunder.....have formed a Consortium under the laws of INDIA and having our Registered Office(s)/ Head Office(s) at..... (Herein after called the 'consortium' which expression shall unless repugnant to the context or meaning there of, include its successors, administrators and assigns) acting through M/s

.....Being the Lead Company or Lead Partner do

hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of.....and having its

Registered/ Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner In-charge") duly represented by Shri/ Ms to exercise all or any of the powers for and on behalf of the consortium in regard to NIT No.. the bids for which have been invited by West Bengal State Electricity Distribution Company Limited, having its Registered Office at Vidyut Bhavan, Block-DJ, Sector – II, Bidhannagar, Kolkata– 700091 (herein after called the 'Employer') to undertake the following acts :

- i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Consortium".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Consortium".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Consortium".

It is clearly understood that the Lead Company/Lead Partner shall ensure performance of the Contract(s) and if one or more Partner fail to perform their



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e-mail: ce_solar@wbsecl.in

respective portions of the Contract(s), the same shall be deemed to be a default by all the Parties.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Consortium hereby agrees and undertake to ratify and confirm all the whatsoever the said Attorney/ Authorized Representatives/ Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/ or proposes to act on behalf

Of the Consortium by virtue of this Power of Attorney and the same shall bind the Consortium as if done by itself.

IN WITNESS THERE OF the Partners Constituting the Consortium as aforesaid have executed these presents on this.....day of.....under the Common Seal(s) of

Their Companies.

For and on behalf of the Parties of Consortium

.....

.....

.....

The Common Seal of the above Partners of the Consortium: The Common Seal has been affixed there unto in the presence of: WITNESS

1. Signature.....

Name.....



West Bengal State Electricity Distribution Company Limited

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OFFICE OF THE CHIEF ENGINEER

SOLAR POWER GENERATION DEPARTMENT

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e-mail: ce_solar@wbsedcl.in

Designation.....

Occupation.....

2. Signature.....

Name.....

Designation.....

Occupation.....

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased on behalf of Consortium.
2. The Agreement shall be signed on all the pages by the authorized representatives of each of the parties.



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

BANK CERTIFICATE

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

Their financial transactions with our bank have been satisfactory. They enjoy the following fund based and non fund based limits including guarantees , L/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	UTILIZATION AS ON DATE.....
	FUND BASED		
	NON FUND BASED		

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

Sd/-

Name of Bank.....

Name of authorized Signatory.....

Designation

Phone No.....

Address.....

SEAL OF THE BANK