

## West Bengal State Electricity Distribution Company Limited

( A Govt. of West Bengal Enterprise )

Office of the Chief Engineer – Rural Electrification

Vidyut Bhavan, 2nd Floor, 'D' Block, Bidhannagar, Salt Lake City, Kolkata-700091

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CIN No.U40109WB2007SGC113473

### NOTICE INVITING e-TENDER

**Tender Notice No.:- WBSEDCL/RE/ENCLAVE/CIVIL/NAYARHAT/2023-24/3 Dated 09.02.2024**

The Chief Engineer – Rural Electrification, WBSEDCL, invites e-Tender (on Item Rate Template) for the work detailed below :- (Submission of Bid through online)

Sl No.	Name of Work	Tendered Amount (Rs)	Earnest Money Deposit(EMD) Rs. (2%)	Period of Completion	Name & address of the Concerned Office
01.	Construction of unfinished portion of work pertaining to approach RCC road, Equipment foundations, Switchyard development including Land Development, Pathway, Gravel spreading, Cable trench, Switchyard fencing & Boundary wall with retention structure, Main Gate, RCC made external Drainage System in the sub-station premises, completion of unfinished part of the control room&Tubewell boring at Nayarhat 33/11 KV Sub-station in Cooch Behar District.	9257931.00	185159.00	120 days from the date of site handover	Office of the Chief Engineer – Rural Electrification, Vidyut Bhavan, 2nd Floor, 'D' Block, Bidhannagar, Salt Lake City, Kolkata-700091

1. Intending bidders should download the tender documents from the website <http://www.wbtenders.gov.in> and <http://www.wbsecl.in> indirectly with the help of Digital Signature Certificate.
2. Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed by the Bidder through the website <http://www.wbtenders.gov.in> and <http://www.wbsecl.in> (Details of which has been narrated in 'Instruction to Bidders'. Technical Document and Financial Bid should be submitted online on or before as per the 'Date & Time Schedule' stated in Sl. No.-8.



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### **3. Eligibility criteria for participation in tender:**

#### **3.1 Technical :**

A bidder shall be considered technically eligible, with experience of having successfully completed similar nature of work during last 7 (Seven) years subject to fulfilment of the following criteria.

- a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.  
Or
- b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.  
Or
- c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.

#### **3.2 Commercial & Financial:**

3.2.1 The average annual turnover of the bidder during last 5 (Five) years shall not be less than 30% of the estimated cost (Annexure-I), same should be certified by the Chartered Accountant.

3.2.2 Working capital in the year, preceding the year of bid submission shall not be less than 30% of the estimated cost, same should be certified by the Chartered Accountant.

#### **3.3 The Bidder must include following documents to substantiate the qualifying requirement such as:**

3.3.1 Monetary value of similar work performed by the bidder in last seven years (copy of order and completion certificate to be enclosed). (Annexure-II)

3.3.2 Major items of construction equipment proposed to carry out the contract. (Annexure-III)

3.3.3 Qualification and experience of key site management and technical personnel proposed for contract. (Annexure-IV)

3.3.4 Annual Audited Financial Report for last 5 (Five) years to be submitted for verification in respect of bidders for whom audit of account is mandatory. For those whose audit of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA and Form 3CB) for last 5 (Five) years.

3.3.5 Information regarding any past and current litigation in which the bidder is involved, the party' concerned and the disputed amount.

3.3.6 Photocopy of following documents:

- i) Valid P. Tax Certificate.
- ii) PAN Card.
- iii) P.F. Registration Certificate.
- iv) GST registration Certificate.
- v) E.S.I Registration Certificate
- vi) Solvency Certificate issued by the Banker during Bid submission.

3.4 Photocopies of all documents should be self authenticated.



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3.5 Notwithstanding anything stated above, the owner (WBSEDCL) reserves the right to assess the capacity and capability of the bidder to execute the work, should the circumstances warrant such assessment in the overall interest of the owner.

3.6 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have,

3.6.1. Made misleading or false representation in the forms, statements and attachments submitted in proof of the qualifying requirements and/or

3.6.2. Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completions, litigation history or financial failure.

3.7 One self declaration on Company's letters pad will have to be uploaded online mentioning the correctness of the documents with this tender (Annexure-V).

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

5. No mobilization advance will be allowed.

6. Bid shall remain valid for a period not less than 180 (One Hundred Eighty Days) days from the date of opening of Techno-commercial Bid. If the Bidder modifies/withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of earnest money deposit (EMD).

7. Earnest Money Deposit:-

- A. The bidder shall furnish Earnest Money Deposit as specified as 2% of the tendered amount of value Rs. 185159.00/- as a irrevocable Bank Guarantee from any reputable Banking Institution as per RBI guideline with their one of the branch office at Kolkata.
- B. The Bank Guarantee to be furnished along with the BID for Earnest Money Deposit shall be as per the format as enclosed with the BID as "ANNEXURE-VIII" under the heading "Bid Security Form".
- C. The Bank Guarantee for EMD shall be valid up to 180 days with a claim period of 30 days. The Bank Guarantee may also required to be extended time to time if the finalisation of Order takes time.
- D. Release of EMD BG :
  - i. For unsuccessful bidders, EMD BG submitted against the tender shall be released against their prayer/letter to the e-tender issuing authority.
  - ii. For successful bid(s), EMD BG will be released from WBSEDCL by the e-tender issuing authority after completion of tendering process and following due procedures.



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## 8. Date and Time Schedule:

Sl.No.	Particulars	Date & Time
1.	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	19.02.2024 at 17:00 Hrs.
2.	Download start date (online).	19.02.2024 at 17:00 Hrs.
3.	Pre Bid meeting	28.02.2024 at 11:00 Hrs.
4.	Bid Submission upload start date (online)	13.03.2024 at 11:00 Hrs.
5.	Bid Submission upload end date (online)	28.03.2024 at 15:00 Hrs.
6.	Date for opening of Technical-Commercial bid (online) for the Bidders	05.04.2024 at 11:00 Hrs.
7.	Date, for opening of Financial Bid (online).	To be intimated later.

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

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

11. Safe Custody of WBSEDCL's Property: You shall be entirely responsible for all the materials issued to you for the works and the executed portion of work till it is officially taken over by the WBSEDCL.

12. Penalty for delay in Completion:

12.1 If the contractor fails to complete the work successfully within the time specified in the contract or any extension thereof, the company shall recover from the contractor as liquidated damages a sum of half percent(0.5%) of the contract value of works for each calendar week of delay or part thereof of delay subjected to Force Majeure. The total recovery against liquidated damage shall not exceed Five percent (5%) of value of unexecuted portion of work.

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

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

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



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15. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in "Instructions to Bidders" stated in Section 6 (Submission of Tenders) before tendering the bids.
16. Exemption from deposition of earnest money deposit (EMD) shall not be allowed under any circumstances.
17. Conditional / Incomplete bid will not be accepted under any circumstances.
18. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
19. Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.
20. The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tender(s) without assigning any reason whatsoever.
21. The WBSEDCL reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
22. PAYING AUTHORITY: The Addl General Manager (F&A), RE Head Quarter will be the paying authority for this work.
23. CONTROLLING OFFICER: Project Manager, Coochbehar RE Project, WBSEDCL will be controlling officer of the work.
24. LOSS AND DAMAGE OF MATERIALS: The contractor shall be responsible for safe custody of all materials until the installation is officially taken over by the Company. For any loss including theft/pilferage/damage during the period of transportation, storage, erection, jointing, reinstatement etc. the same shall be made good by the contractor at his own cost and arrangement.
25. The intending Bidder(s) required to quote the rate (on Item Rate Template) indicating Base Price (including GST) only in the respective Price Schedule and put to tender online considering that no escalation and / or price adjustment will be allowed by the department under any circumstances (exclusive of tax). For Civil Works the intending Bidder(s) are required to quote rates including cost of cement, sand, brick bats, brick ballast, all sort of G.I. Nuts, Bolts, Studs and Washers of approved brand and quality.
26. Civil works which are not covered in scope but are required to complete the job, shall be paid as per relevant PWD (WB) schedule of works and latest corrigendum thereof effective on the date of bid opening. The contractor shall have to execute any item(s) not included in the enclosed schedule of works, if so advised by the Engineer in-charge. Rates of such supplementary items will be decided in the following manner: -
  - (a) Rates for all extra items will normally be decided on pro-rata basis from existing item's of the contract.
  - (b) When sl. no. (a) above is not applicable, rates will be taken from the relevant PWD (WB) schedule of works and latest corrigendum thereof with contractual premium as per contract.When neither sl. no. (a) nor sl. no. (b) are applicable, rates will be analyzed from present market rates of different elements involved in the items (based on bonafied documents to be submitted by the contractor) with contractual profit @ 10%. In this case, contractual premium will not be applicable.



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## INSTRUCTION TO BIDDERS

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1. General guidance for e-Tendering: Instructions/Guidelines for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.
2. Registration of Contractor: Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System of West Bengal, through logging onto <http://www.wbtenders.gov.in> and <http://www.wbsedcl.in> (the web portal) the contractor is to click on the link for e-Tendering site as given on the web portal.
3. Digital Signature certificate (DSC): Each contractor is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause-2 of Instruction to Bidder. DSC is given as a USB e-Token.
4. Downloading of Tender documents: The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once logs on to the website mentioned in clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
5. Participation in more than one work: A prospective bidder shall be allowed to participate in the project individually or jointly in as many projects he/she desires.
6. Submission of Tenders: Tenders are to be submitted through online to the website in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded (virus scanned copy) duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).
- 6.1 Technical proposal: The Technical proposal should contain scanned copies of the following documents.
  - a) EPF registration certificate
  - b) Copy of I.T Return for last Five financial years i.e. Assessment Year 2022-23, 2021-22, 2020-21, 2019-20 & 2018-19.
  - c) PAN Card
  - d) GST registration certificate
  - e) Professional Tax Registration Certificate.
  - f) E.S.I. Registration No .
  - g) Requisite Credential Certificate as mentioned in the Clause No. 3. (Eligibility criteria for participation in tender) of the NIT.
  - h) Chartered Accountant Certificate indicating availability of working Capital and Average Annual Turn Over for the last 5 (Five) years need to be submitted
  - i) Solvency certificate issued by the Banker during bid submission.

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



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

Sl.No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	a) PAN Card b) Copy of I.T. return for last 5 (Five) financial years c) GST registration certificate, d) Professional Tax Clearance Certificate for the last month. e) EPF registration certificate and challan for last month f) E.S.I Registration (if applicable). g) Chartered Accountant Certificate indicating availability of working Capital and Average Annual Turn Over for the last 5 (Five) years need to be submitted
02.	Company Detail(s) whichever is applicable	Company Detail	1. Society (Society Registration copy, Trade License) 2. Power of attorney. 3. Partnership Firm (Partnership Deed, Trade License) 4. Bye Law. 5. Eligible list of Registered Unemployed Engineers Co-operative Society /Registered Labour Co-operative Society 6. Current Audit Report 7. Current N.O.C. from A.R.C.S. 8. Minutes of last A.G.M.
03.	Credentials	Credential	Requisite Credentials as mentioned in the Clause No. 3. (Eligibility criteria for participation in tender) of the NIT
04.	Financial Information (whichever is applicable)	Financial Information	Requisite Information as mentioned in the Clause No. 3. (Eligibility criteria for participation in tender) of the NIT
05.	Earnest Money	Earnest Money	The bidder shall deposit the requisite Earnest money through online mode only.

6.1.2. AMENDMENT OF BIDDING DOCUMENTS:

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

6.1.3. Opening of Technical proposal: Technical proposals will be opened by the Chief Engineer, RE at Vidyut Bhavan and his/her authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).

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





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- 6.1.4. Financial proposal: The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to quote the rate (on Item Rate) all inclusive but excluding GST online in the space marked in the BOQ. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.
7. COST OF BIDDING: The Bidder shall bear all cost associated with the preparation and submission of their bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
8. CLARIFICATION OF BIDDING DOCUMENT: Should there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBSEDCL, marked to the Chief Engineer, RE, Vidyut Bhavan within the date specified for this purpose. The clarification given in the pre-bid discussion shall be final and binding on the bidder.
9. BID PRICES: The quoted price should be firm and unconditional. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against this contract.
10. PROCESS TO BE CONFIDENTIAL:
- 10.1 After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- 10.2 Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.
11. TIME SCHEDULE: The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the N.I.T.
12. EVALUATION AND COMPARISON OF BIDS:
- 12.1 On examination of document submitted under different covers WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.
- 12.2 Evaluation of bid will include and will take into account:
- 12.2.1 Cost of construction/erection including taxes & duties etc.
- 12.2.2 The owner shall evaluate and compare only the bids determined to be substantially responsive.
- 12.2.3 The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.
- 12.2.4 Evaluated bid price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract.
- 12.2.5 Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
13. TAXES, DUTIES AND OTHER LEVIES:
- The contractor shall be solely responsible for the taxes that may be levied on the contractor's persons or on earnings of any office employee and shall hold the purchaser indemnified and harmless against any claims that may be made against the purchaser. The purchaser does not take any responsibility what- so-ever 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 the purchaser.
14. LAWS GOVERNING CONTRACT: The contract shall be construed according to acts/laws in force in the country and shall be under the jurisdiction of Calcutta High Court.
15. LANGUAGE AND MEASURES: All documents pertaining to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions, drawings or any other writings be written in English language. The metric system of measurement shall be used exclusively in this contract.





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16. **CORRUPT OR FRAUDULENT PRACTISE:** WBSEDCL expects that bidders/contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the owner defines for the purpose of this provision, the terms set forth below as follows:
- 16.1 “Corrupt practice” means the offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution,
- 16.2 “Fraudulent Practice” means misrepresentation of facts in order to influence a procurement process of the execution of a contract to the detriment of the owner, and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial no-competitive levels and to deprive the owner of the benefits of free and open competition.
- 16.3 WBSEDCL Will reject a proposal for award if the owner determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
- 16.4 Will declare a Firm ineligible either indefinitely or for a stated period of time if owner any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
17. **CORRECTNESS AND SUFFICIENCY OF RATES QUOTED (on Item Rate) IN THE TENDER :**The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of works. The rates and price quoted shall cover all obligation of the bidder under the contract and all materials, labour etc. necessary for proper completion and maintenance of the work.
18. **PENALTY FOR SUPPRESSION / DISTORTION OF FACTS:** If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tender committee will take actions deem fit against such defaulting Bidder. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time the prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer’s action.
19. **REJECTION OF BID:** The Employer (Tender Accepting Authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the Award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer’s (Tender Accepting Authority) action
20. **AWARD OF CONTRACT:** The Bidder who’s Bid would be accepted will be notified by the authorized official through E-tender portal. The notification of award will constitute the formation of the Contract. The Agreement will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents



## GENERAL CONDITIONS OF CONTRACT

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

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

The "Sub-Contractor" shall mean the person named in the Contract for any part of the works or any person to whom any part of the contract has been sublet by the contractor with the consent in writing of the Engineer-in-charge and will include the legal representatives, successors and permitted assigns of such persons.

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

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

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

Month shall mean calendar month.

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

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

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

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

2. **SCOPE OF WORK:** The contract comprises of construction & completion of the work, as required including provision of all labor, materials, constructional plant, temporary work and everything whether a temporary of permanent nature required for such construction, completion so far as the necessity of providing the same is specified in the BOQ.
3. **SUBMISSION OF TENDER:** Please refer to sl. no 6 of Instruction to Bidders.
4. **PERFORMANCE SECURITY** The successful bidder shall have to submit Performance Security Deposit @10% (Ten Percent) of the "Contract Amount" i.e. RS. 925800.00 within 15 (Fifteen) days from the date of issuance of order with a initial validity period of 12 ("Twelve Months") and claim period of one Month (30 days) thereafter. The Bank Guarantee shall be irrevocable in nature and that must be issued from a banking institution schedule under guideline of RBI with a branch office at Kolkata. No interest shall be payable by WBSEDCL on the above Performance Bank Guarantee.

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5. **RELEASE OF SECURITY DEPOSIT:** Release of Security deposit shall be subject to Company's right to deduct/appropriate its dues against the contractor or under this contract or any other contract. The performance Bond/Security Deposit for all type of Bids shall be released only after satisfactory expiry of the guarantee period /defect liability period. All types of Manufacturers' guarantee/warranty wherever applicable are to be issued/revalidated in the name of owner by the contractual agency.

6. **FORFEITURE OF EARNEST MONEY/ BID GURANTEE:** Earnest money/Bid guarantee shall be forfeited in case of following:

6.1 If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.

6.2 If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.

6.3 In case of successful bidder, if the Bidder fails:

6.3.1 To accept LOA/Order unconditionally and sign contract

6.3.2 To sign the contract agreement, Indemnity Bond, Project Execution Plan within 14 days;

or

6.3.3 To furnish the performance guarantee within 14 days, as applicable.

7. **DEFECT LIABILITY PERIOD:**

7.1 The term "defect liability period" shall mean the period of twelve (12) months from the Date of Commissioning of the work. If any defect is found within the defect liability period the contractor shall be liable to rectify/replace the materials at their own cost and responsibility.

7.2 In case any defect of work is detected by the controlling officer within the period of six months, the defect liability period shall continue beyond the date of detection of defect.

7.3 Defects/rectification work so notified shall have to be attended and completed satisfactorily within the specified date or as deemed fit by the Controlling Officer. For faithful & due fulfilment of all obligations, this defect liability period shall be covered by Security Deposit submitted by the contractor detailed in clause 4.

7.4 After completion of defect liability period, and on completion of satisfactory rectification of defects, if any reported within the defect liability period, and on receipt of the application from the contractor the controlling Officer of the work will recommend release of security deposit.

8. **MANNER OF EXECUTION OF CONTRACT AGREEMENT:**

The successful bidder has to submit acceptance of the LOA within 14(Fourteen) days from the date of issue of the Letter of Award.

9. **GENERAL REQUIREMENT:**

9.1 The contractor shall execute, complete and maintain the work as per direction of the Controlling Officer.

9.2 Contractor to submit programme: Within 14 (fourteen) days from the date of issue of letter of LOA, the contractor shall submit a programme showing the order, procedure and method in which he proposes to carry the work.

9.3 Contractor's staff at site: The Contractor shall provide at site his authorized representative duly approved by the controlling officer (approval may be withdrawn for a person, if necessary). The contractor and/ or his authorized representative is to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on behalf of the contractor) direction and instructions from the Controlling Officer.

9.4 Removal of persons employed at site: The Controlling Officer shall be at liberty to ask the contractor to remove from the site any person, employed by the contractor in the execution of work, who in the opinion of the Controlling Officer misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the work without the permission of the Controlling Officer.

9.5 Setting out: The contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of the work. If any time during the progress of the work any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the work, the contractor on being asked to rectify by the Controlling Officer shall at his own expense rectify such error to the satisfaction of the Controlling Officer.

9.6 Protection of work : The Contractor shall in connection with the work provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary if required by the company



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or by any competent authority for the protection of the work or for the safety and convenience of the public or others.

- 9.7 Care of works: From the commencement to the completion of the works, the Contractor shall take full responsibility for the care of permanent works, therefore and of all temporary works and in case of any damage, loss, or injury to works or to any part thereof or any temporary works due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the works shall be in good order and condition and in conformity in every respect with the requirements of the contract. The contractor shall take every practicable precaution not to damage or to cause injury to any adjoining or other properties or to any persons. However even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.
- 9.8 Workmen's Compensation for accident or injury to any workman: The Company 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 employment of the contractor. The contractor shall 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 him.
- 9.9 Facilities for other Contractors: The Contractor shall afford all reasonable Facilities for any other contractor employed by the company in execution on or near the site of any work not included in the contract.
- 9.10 Clearing site on completion: On Completion of the work the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary work of every kind and leave the whole of the site and work clean and in good and tidy condition to the satisfaction of the Controlling Officer.
- 9.11 Any services if affected by the work must be restored by the contractor on emergency basis at his own cost. After completion of the work; the finishes shall be of high quality and of approved standard.
10. CHANGE OF QUANTITY: The quantity mentioned in the schedule of work is provisional. The company reserves the right to vary the quantities as may be necessary but such variation shall be limited to  $\pm 20\%$  (plus or minus twenty percent) of the contract price. Overall variation will be up to  $\pm 10\%$ . Payment shall be made as per Actual Execution.
11. GST: GST shall be paid as per prevailing statute and included in the item rates.
12. LABOUR LICENSE: Contractor will have to obtain Labour License in respect of the above work as per Contract Labour (Regulation & Abolition) Act, 1970 as early as possible.
13. Compliance with Labour Regulations: The contractor shall comply all statutory labour laws to protect the labourers engaged by them. In this connection the contractor will be required to execute an indemnity bond after placement of letter of intent/ order.

During continuance of the contract, the Contractor shall abide at all times by all applicable existing labour enactments and rules made there under, regulations notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

The Contractor shall keep the Project Manager indemnified in case any action is taken against the Contractor by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.

If the Project Manager/Employer is caused to pay under any law as principal employer such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ byelaws/Acts/ Rules/regulations including amendments, if any, on the part of the Contractor, the Project Manager shall have the right to deduct any money due to the Contractor under this contract or any other contract with the Project Manager/Employer including his amount of performance security for adjusting the aforesaid payment. The Project Manager shall also have right to recover from the Contractor any sum required or estimated to be required for



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making good the loss or damage suffered by the Project Manager/Employer.

Salient features of some major laws applicable to establishments engaged in building and other construction works:

- (a) Workmen Compensation Act 1923 or latest ,
- (b) Payment of Gratuity Act 1972 or latest,
- (c) Employee P.F. and Miscellaneous Provision Act 1952 or latest
- (d) Maternity Benefit Act 1951 or latest,
- (e) Contract Labour (Regulation & Abolition) Act 1970 or latest ,
- (f) Minimum Wages Act 1948 or latest,
- (g) Payment of Wages Act 1936 or latest,
- (h) Equal Remuneration Act 1979 or latest: ,
- (i) Payment of Bonus Act 1965 or latest,
- (j) Industrial Dispute Act 1947 or latest,
- (k) Industrial Employment (Standing Orders) Act 1946 or latest,
- (l) Trade Unions Act 1926 or latest,
- (m) Child Labour (Prohibition & Regulation) Act 1986 or latest,
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service Act 1979 or latest,
- (o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 or latest and the Cess Act of 1996 or latest,
- (p) Factories Act 1948 or latest,

14. NIGHT AND HOLIDAY WORK: If any work of permanent nature is to be carried out in three shifts and/or in Sundays & Holidays, prior written permission of the Controlling Officer shall have to be obtained.

15. VARIATION, OMISSION, and ADDITION& ALTERATION: The Contractor shall not modify the work except under direction in writing by the Company. The quantities provided in the Schedule of work are provisional only, which may vary up to any extent or may be deleted altogether. The quoted rate of each item shall remain firm till completion of contract. The Company reserves the right to alter, amend, and omit or otherwise vary the quantities as may be necessary but such variation will be limited to  $\pm 10\%$  (plus or minus ten percent) of the contract price. Payment shall be made as per actual execution.

## 16. MEASUREMENTS AND TERMS OF PAYMENT :

- a) All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the measurement book/ log book etc. as prescribed by the company so that a complete record is obtained of all works performed under the contract and the value of work can be ascertained and determined there from.
- b) Measurement shall be taken jointly by the supervisory officer or his authorized representative and by the contractor or his authorized representative. Every measurement thus taken shall be signed and dated by both the parties.
- c) In the event of failure on the part of the contractor to attend or send his authorized representative after receiving the information to countersign or record objection within a week from the date of measurement, the measurement taken by the controlling officer or his authorized representative shall be taken to be correct measurement of the work done.
- d) Progressive R/A bills against the prayer of the contractor, for an amount of minimum 20% of the ordered value or as deemed justified by the controlling officer shall be released against certification by the controlling officer after deducting the amount already paid or other amounts as may be deductible. The bills shall be released if all formalities as per terms of the contract is maintained. The final bill shall be released on completion of the work in all respect and fulfilment of all contractual obligations by the contractor.
- e) The company reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed item, if any, of the contractor exceeds the amount





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of such overpayments and irrespective of the fact whether such disputed claims of the contractor are subject matter of arbitration or not. The amount of such overpayment may be recovered from subsequent bill, under the contract, failing that from contractor's claim under any other contract with the company or from contractors security deposit or from the amount retained or the contractor shall pay the overpayment on demand.

17. **COMPLETION OF CONTRACT:** All works under the contract must be completed by period of completion mentioned in NIT while portions of work as per programme settled in consultation with the controlling officer shall be completed by the date stipulated in the programme. It is to be noted that time is the essence of the contract and any default on the part of the contractor to complete the work within the stipulated date/dates aforesaid or within the time as may be extended in writing by the controlling officer subject to the payment of liquidated damages, the company shall have the right, without prejudice to any other clauses, to terminate the contract forthwith and to take possession of balance work/ materials and have the same allotted to any other agency and the contractor shall be liable to compensate the loss that may be occasioned to the Company on that account. Any letter in writing by The Controlling Officer shall be treated as conclusive on behalf of the Company.
18. **DEFECTIVE MATERIAL :** If in the opinion of the Project Manager, any of the materials brought to the site for use are not of the quality or kind specified in the contract and/ or are unfit for work, he shall be at liberty to order the removal of the said materials and the contractor shall remove the same within 24 (twenty four) hours after notice has been given to him, and if he fails to remove them within the time the Engineer may cause them to be removed anywhere at the risk of the contractor and any cost incurred in so doing shall be deducted from the dues to the contractor under the contract.
19. **MATERIAL AND WORKMANSHIP:** All the work shall be executed with the materials as specified and with best workmanship and/or in the best manner to the satisfaction of the Project Manager.
20. **EXTENSION OF TIME:** If the work is suspended due to reasons beyond the control of the contractor, the contractor shall immediately give notice in writing within 7(seven) days to the controlling officer for each occasion. On receipt of such notice, the controlling officer may verify the matter and agree to extend the completion period as may be reasonable but without prejudice to other terms and conditions of the contract as the case may be if the reasons behind the suspension of work are found to be justified.
21. **LIQUIDATED DAMAGES:**
  - 21.1 If the contractor fails to complete the work successfully within the time specified in the contract or any extension thereof, the company shall recover from the contractor as liquidated damages a sum of half percent(0.5%) of the contract value of works for each calendar week of delay or part thereof of delay subjected to Force Majeure. The total recovery against liquidated damage shall not exceed Five percent (5%) of the contract value of the work.
  - 21.2 An extension of time without imposition of liquidated damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted by the contractor who has to establish that the extension of time required by him was not due to his fault.
22. **COMPANY'S RIGHT TO TERMINATE THE CONTRACT:** If the contractor neglects or fail to proceed with the work proportionate to the scheduled time of completion or fails to complete the work within scheduled time of completion or within extended time approved by the company, the company shall have right to terminate the order, Letter of intent, after giving notice in writing to the contractor. If the contractor fails, after 14(fourteen) days" of such notice, to proceed with the work in the manner notified, the company shall terminate the contract and call the contractor to take joint measurement along with the Engineer for finished portion of work. If the Contractor does not appear for a joint measurement, ex party measurement taken by the company will be taken as final. In that case, the company shall take possession of the work site and may engage other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and security deposit. If the contract is terminated as above, the contractor





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shall have no claim for compensation against the company for any loss or deterioration of any materials that he may have collected or engaged or entered into on account of the work.

23. **QUALITY OF WORK/MATERIAL AND MODE OF MEASUREMENT:** As regards to the specification of materials, execution of work and the mode of measurement relevant stipulation of P.W.D & W.B.S.E.D.C.L. (R.E.) schedule of rates (applicable at site of work) in this respect shall be applicable. The Contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing and measurements at his own cost.
24. **DEDUCTION OF TAXES:** If it is obligatory under the provision of Income tax Act to deduct tax at source then the same will be deducted from the bills as applicable.
25. **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 the public enemy, acts of Governments, fire, flood, epidemics, quarantine restriction, strikes, freight embargos and provided that the contractor shall within 10(ten) days from the beginning of such delay notify the Company in writing of the cause of delay. The Company shall verify the facts and grant such extension as found to be justified without imposing liquidated damage. The department shall not be responsible or liable to pay any compensation for any interruption in your work at the site due to strike, lockout, riot earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. The department shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work.
26. **SUB-LETTING OF CONTRACT:** The contractor shall not, without the written consent of the Company, assign or sublet his contract or any part thereof, other than for raw materials, or for any part of the work provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. In the event of sub-letting of contract or any part thereof is permitted, the fact that such permission has been accorded shall not establish any contractual relationship between the approved Sub-vendor and WBSEDCL of any of his liabilities and obligations under the contract.
27. **ENGINEERS DECISION:** Controlling Officer's decision is final in respect of all matters which are left to the decision of the Controlling Officer including the granting or with-holding of certificates. If, in the opinion of the contractor, a decision made by the Controlling Officer is not in accordance with the meaning and intent of the contract, the contractor may file with the Controlling Officer, within 7 (seven) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Controlling Officer's decision and the decision shall become final and binding.
28. **LIABILITY OF ACCIDENTS AND DAMAGE:** The Contractor shall be responsible for the loss, damage or depreciation of the Company's materials while in their custody and until the same 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 workmen or sub-contractor or from defective workmanship etc.
29. **SETTLEMENT OF DISPUTES:** All disputes concerning question of fact arising under the contract shall be decided by the owner/company on receipt of written appeal by the contractor. Any dispute or differences arising out of or in connection with this contract shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subject to settlement under the jurisdiction of Calcutta High Court.
30. **SAFETY RULES:** The bidder shall also provide necessary fencing and lights to protect the public from accident. Fire extinguishers shall be kept by the bidder at the side of works where there is risk of fire hazard. Adequate washing facilities shall be provided near the place of work. When the work is done near any place where there is risk of drowning, all necessary equipments shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of work. These safety provisions shall be brought to the notice of all concerned by displaying



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on a notice board at a prominent place at the work spot. The persons responsible for compliance of code shall be named by the bidder. To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement made by the bidder shall be open to inspection by the employer and WBSEDCL. Notwithstanding the above clauses there is nothing in those to exempt the bidder from the operations of any other Act or Rule in force in the Republic of India. All storage, handling & use of flammable liquids shall be under the supervision of qualified persons. First aid arrangements with the degree of hazard and with no. of workers employed shall be maintained in a readily accessible place throughout the whole of working hours.

31. REPORTING OF ACCIDENT: All accidents, major or minor, must be reported immediately to WBSEDCL and the contractor will provide first aid to the injured person immediately. The injured person shall report to the First Aid Station along with the "Injured on work" form as per appropriate pro-forma duly filled in quintuplicate and submit to the Medical Officer of the First Aid Station.

31.1. SERIOUS INJURIES:

In case of serious injuries, the following procedure shall be adopted by the contractor.

- i) To provide first aid at his own First Aid Station.
- ii) To take the injured person to the hospital along with the "Injured on work" form duly filled in.
- iii) To report the accident to WBSEDCL.

31.2. FATAL ACCIDENT: Fatal accidents must be reported immediately to WBSEDCL as well as to the Police.

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

## 32. Termination

### Termination for Employer's Convenience

32.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Sub-Clause 34.1.

32.1.1. Upon receipt of the notice of termination under GCC Sub-Clause 34.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination.

- i) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- ii) remove all Contractor's Equipment from the Site, repatriate the Contractor's personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition
- iii) In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 34.1.3, shall
  - a) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
  - b) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by the Employer.
  - c) deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor as at the date of termination in connection with the Facilities.

32.1.2. In the event of termination of the Contract under GCC Sub-Clause 34.1.1, the Employer shall pay to the Contractor the following amounts:



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- a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination
- b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's personnel.
- c) any amounts to be paid by the Contractor in connection with the termination including any cancellation charges.
- d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 34.1.2
- e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.

## 32.1.3. Termination for Contractor's Default

The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons thereof to the Contractor, referring to this GCC Sub-Clause 32.2:

- a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt
- b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 35.
- c) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If the contractor fails to achieve mutually agreed deadline (as set in mutually agreed Project Execution Plan/PERT chart) for consecutive 3 months, Employer shall issue contract termination notice giving suitable time to contractors which may be up to time agreed between employer and contractor. In case, contractor does not improve its performance as per contract termination notice, which shall be within overall plan under mutually agreed project execution plan, employer will terminate the contract and en cash performance securities.

For the purpose of this Sub-Clause:

"corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly of anything of value to influence improperly the actions of another party;

"fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

"coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

"obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede Employer's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

or



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(bb) acts intended to materially impede the exercise of the Employer's inspection and audit rights.

In persuasions of its policy, the Employer will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract.

## 32.2. If the Contractor

- a) has abandoned or repudiated the Contract
- b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 34.2 the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed
- c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- d) refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the program furnished at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended,

32.2.1. Then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC Sub-Clause 34.2.

34.2.2. Upon receipt of the notice of termination under GCC Sub-Clauses 34.2.1 or 34.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below
- c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
- d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by the Employer
- e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor as of the date of termination in connection with the Facilities.

32.2.3. The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities for all liability including damage or injury to persons arising out of the Employer's use of such

32.2.4. Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

32.2.5. Subject to GCC Sub-Clause 34.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as of the date of termination, the value of any unused or partially used Plant and Equipment on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 34.2.3. Any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.



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- 32.2.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined.
- 32.2.7. If the sum that the Contractor is entitled to be paid, pursuant to GCC Sub-Clause 34.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price or the entire Facilities if entire Facilities have been completed or the price for part of the Facilities if part of the Facilities have been completed, the Contractor shall be liable for such excess.
- 32.2.8. If such excess is greater than the sums due the Contractor under GCC Sub-Clause 34.2.5, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under GCC Sub-Clause 34.2.5, the Employer shall pay the balance to the Contractor. For facilitating such payment the Employer shall encash the Bank Guarantees of the Contractor available with the Employer and retains such other payments due to the Contractor under the Contract in question or any other Contract that the Employer may have with the Contractor.
- 32.2.9. The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.
- 32.2.10. In this GCC Clause 34, the expression "Facilities executed" shall include all work executed, Installation Services provided, and all Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.
- 32.2.11. In this GCC Clause 34, in calculating any monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to the corresponding Appendix (Terms and Procedures of Payment) to the Contract Agreement.
33. **ASSIGNMENT:** Neither the Employer nor the Contractor shall, without the express prior written consent of the other party (which consent shall not be unreasonably withheld), assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.
34. **RISK PURCHASE:** In the event of failure of the contractor to execute the work timely and/or to the satisfaction of WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD., the order/Letter of Award may be terminated prematurely and the balance work may be got done through any other agency at risk and cost of the contractor.



## **BID FORMS & ATTACHMENTS**

Non Judicial Stamp Paper worth Rs.100/- (Min.)

### **CONTRACT AGREEMENT FORM**

Articles of agreement made this.....day of.....in the

Year.....





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Between West Bengal State Electricity Distribution Company Limited having its head office at Vidyut Bhavan, Salt Lake City, Kolkata – 700 091, herein after called Company of the one part and M/s.....

(name and address) herein after called “Contractor” (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the other part.

Where as WBSEDCL invited tenders vide notice No.....Dated.....

AND where as in pursuance of such invitation for tenders the Contractor submitted a tender vide No.....dt.....which was opened on..... The tender offer shall be in the custody of the WBSEDCL at present

AND where as where after consideration of the tender submitted by the Contractor with clarification(s), if any, the WBSEDCL accepted the said tender submitted by the Contractor and placed order No.....dt.....

(annexed hereto).

NOW therefore, the WBSEDCL and the Contractor agrees as follows:

1) The Contractor agrees to undertake the work

Of.....  
.....as per order

No.....dt.....referred to above.

2) The WBSEDCL agrees to pay the Contractor as per order.

3) Both the Contractor and the WBSEDCL agree that for the purpose of jurisdiction of Court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata.

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

.....

.....

CONTRACTOR

W.B.S.E.D.C.L.

1) Witness.....

1) Witness.....

2) Witness.....

2) Witness.....

Non Judicial Stamp Paper worth Rs.100/- (Min.)

## SPECIMEN COPY OF INDEMNITY BOND

BY THE PRESENT INDEMNITY BOND EXECUTED by me/us on this ..... Day of .....20

. I /We having Registered Office / residing at .....  
.....



# West Bengal State Electricity Distribution Company Ltd.

(A Govt. of West Bengal Enterprise)

( hereinafter called “ OBLIGOR/ OBLIGATOR” which expression shall mean and includes my/ our Successor legal representatives assigns) do hereby binds myself/ ourselves and

Also our company/ firm ..... after having the power to bind so with the promise and undertaking in favor of the West Bengal State Electricity Distribution Company Limited / West Bengal State Electricity Transmission Company Limited within the meaning of Sec.617 of the Indian Company's act having registered Office at BidyutBhavan, Block-DJ, Sector-II, Saltlake City, Kolkata-700091. (herein after called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns.

Whereas OBLIGOR/OBLIGATOR has /have been awarded to execute the job/works under letter no. .... dated ..... issued by the OBLIGEE/OBLIGATOR 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 Labor Management and Welfare.

And whereas according to the condition of the contract the OBLIGOR/OBLIGATOR is under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR/OBLIGATOR IS 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/OBLIGATOR 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/OBLIGATOR.
- 2) THAT the OBLIGOR/OBLIGATOR will take/adopt all safety norms in respect of each and every workmen labor personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
- 3) THAT the OBLIGOR/ OBLIGATOR undertake to engage only those labour/ worker any other personnel whether skilled or unskilled or any other person whether in technical managerial or non-managerial or any other capacity in the area covered under Employees' 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 the Employees' State Insurance Act, who does/ do not has/have insurance coverage within the , meaning of Employees' State Insurance Act.
- 4) That the OBLIGEE further undertakes to engage only those labour/worker or any other personnel, whether skilled or unskilled, whether in technical managerial or non- management 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 injury and such insurance has been effected by the OBLIGEE.
- 5) THAT the OBLIGOR/OBLIGATOR 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/OBLIGATOR.
- 6) THAT the OBLIGOR/OBLIGATOR 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 /OBLIGATOR has 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 regulation 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/OBLIGATOR is



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responsible to complete the work/job and will be deemed that discontinuance was due to default of OBLIGOR/OBLIGATOR.

- 8) THAT, if at any time, due to exigency, the OBLIGOR/OBLIGATOR i.e. the West Bengal State Electricity Distribution Company Limited/ West Bengal State Electricity Transmission Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGEE or for any other reason, the OBLIGOR/OBLIGATOR shall have the right to recover the said amount from any amount receivable by OBLIGEE or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGOR/OBLIGATOR to the OBLIGEE.
- 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

.....

Deponent

Witness :-

1. ....
2. ....

## **Declaration of the bidder**

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

- a) Drawings, sketches etc. related with the work.
- b) General conditions of contract and standard specification for civil works of the Board.



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- c) Special terms & conditions of contract of this work, if any.
- d) Schedule of works.

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

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

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

## ANNEXURE – I

### STATEMENT ON ANNUAL TURNOVER FROM CONTRACTUAL BUSINESS

Sl. No.	Financial	Remarks



# West Bengal State Electricity Distribution Company Ltd.

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This  
that

is the  
of the

sheet  
from

	Year	Turnover (rounded off)	
1.			
2.			
3.			
4.			
5.			
Total			
Average Turnover			

is to certify  
the  
following  
statement  
summary  
audited  
Balance  
arrived  
contractual  
business in  
favour of

..... for the Five consecutive years.



**Note:**

- i) Average turnover is to be expressed in lakhs of rupees, rounded up to two digits after decimal.
- ii) Average turnover for 05 years is to be obtained by dividing the total turnover by 05(Five).

*(Bidders Signature & Name with Seal)*

**ANNEXURE-II**

**EXPERIENCE PROFILE**

**Name of the Firm:**

**LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED DURING THE LAST SEVEN YEARS IN ANY GOVT. DEPARTMENT / GOVT. UNDERTAKING / STATUTORY BODY**

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





# West Bengal State Electricity Distribution Company Ltd.

(A Govt. of West Bengal Enterprise)

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*(Bidders Signature & Name with Seal)*

## **ANNEXURE – III**

### **Major items of Construction Equipment**

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



# West Bengal State Electricity Distribution Company Ltd.

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*(Bidders Signature & Name with Seal)*

## ANNEXURE – IV

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

Sl. No.	Personnel	Required Qualification	Minimum Experience	No. Of Persons



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*(Bidders Signature & Name with Seal)*

## ANNEXURE – V

### SAMPLE FORMAT FOR SELF DECLARATION MENTIONING CORRECTNESS OF THE DOCUMENTS (On Company's letter pad)

I, Sri....., S/o Sri.....,  
aged..... Years, Residing at.....,  
Proprietor/Partner/Director of....., do hereby solemnly affirm and



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declare in connection with "(NAME OF THE WORK)" as follows:

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

*(Bidders Signature & Name with Seal)*

Place:

Date:

## ANNEXURE – VI

### **Format of Letter of Bid**

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

To  
The Tender Committee

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



# West Bengal State Electricity Distribution Company Ltd.

(A Govt. of West Bengal Enterprise)

.....

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

2. Tender Id No.....

Dear Sir,

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

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

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

**Signature of the Bidder**

## **ANNEXURE – VII**

### ***PERFORMANCE SECURITY FORM***

Bank Guarantee No. ....

Date.....

Contract No.....

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

To: The Chief Engineer, R.E



# West Bengal State Electricity Distribution Company Ltd.

(A Govt. of West Bengal Enterprise)

West Bengal State Electricity Distribution Company Limited

.....R.E. HQ

.....

Pin.....

Dear Ladies and/or Gentlemen,

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

**Or**

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

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

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

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

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





# West Bengal State Electricity Distribution Company Ltd.

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

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

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

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

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

POA Number\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_ Mobile\_\_\_\_\_

Fax Number\_\_\_\_\_

email \_\_\_\_\_

Common Seal of the Bank\_\_\_\_\_

Witness:

Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Contact Number(s): Tel.\_\_\_\_\_ Mobile\_\_\_\_\_

email \_\_\_\_\_

## Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.



# West Bengal State Electricity Distribution Company Ltd.

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2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

## Quote

"Notwithstanding anything contained herein:

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

## Unquote

## **ANNEXURE – VIII**

### ***BID SECURITY FORM***

*(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank)*

Bank Guarantee No.:.....

Date:.....

To

The Chief Engineer -RE



# West Bengal State Electricity Distribution Company Ltd.

(A Govt. of West Bengal Enterprise)

West Bengal State Electricity Distribution Company

Limited Block – D, 2nd Floor, Vidyut Bhavan,

Block-DJ, Sector – II, Bidhannagar, Kolkata – 700 091.

WHEREAS M/s. .... (insert name of Bidder)..... having its Registered/Head Office at (insert address of the Bidder)

.....(herein after called "the Bidder")has submitted its Bid for the performance of the Contract for.....(insert name of the Package).....under.....(insert Specification No).....(hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE.....(insert name & address of the issuing bank).....having its

Registered/ Head Office at.....(insert address of registered office of the bank) (hereinafter called "the Bank"),

are bound unto West Bengal State Electricity Distribution Company Limited (hereinafter called "the Employer") in the sum of.....(insert amount of Bid Security in figures & words)..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ..... day of ..... 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; or
- (3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Clause 27.2;or
- (4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants(s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or
- (5) In the case of a successful Bidder, if the Bidder fails within the specified time limit
  - (i) to sign the Contract Agreement, in accordance with ITB Clause 33,or
  - (ii) to furnish the required performance security, in accordance with ITB Clause 34.or
- (6) In any other case specifically provided for in ITB.



# West Bengal State Electricity Distribution Company Ltd.

(A Govt. of West Bengal Enterprise)

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including... (*insert date, which shall be the date 30 days after The period of bid validity*)..., and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

[*Signature of the authorised signatory (ies)*]

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation\_\_\_\_\_

POA Number\_\_\_\_\_

Contact Number(s):Tel.

Mobile\_\_\_\_\_

FaxNumber

email

Common Seal of theBank\_\_\_\_\_

Witness: Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Contact Number(s):Tel. Mobile\_\_\_\_\_



email \_\_\_\_\_

**Note:**

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.
2. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee[i.e., *end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

**Quote**

*“Notwithstanding anything contained herein:*

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

**Unquote**





# West Bengal State Electricity Distribution Company Limited

( A Govt. of West Bengal Enterprise )

Office of the Chief Engineer – Rural Electrification

Vidyut Bhavan, 2nd Floor, 'D' Block, Bidhannagar, Salt Lake City, Kolkata-700091

Phone: 033- 2359-1913, Fax- 2359-0960,

e-mail: cere@wbsedcl.in

CIN No. U40109WB2007SGC113473

## NOTICE INVITING e-TENDER

**Tender Notice No.:- WBSEDCL/RE/ENCLAVE/CIVIL/NAYARHAT/2023-24/3 Dated: 09.02.2024**

1. The Chief Engineer – Rural Electrification, WBSEDCL, invites e-Tender in two parts (Part I: Techno-commercial and Part-II : Price on Item Rate Template) for the work to be executed in turn-key mode as detailed below :-(Submission of Bid through online)

	Name of Work	Tendered Amount (Rs)	Earnest Money Deposit(EMD) Rs. (2%)	Period of Completion	Name & address of the Concerned Office
01.	Construction unfinished portion of work pertaining to approach RCC road, Equipment foundations, Switchyard development including Land Development, Pathway, Gravel spreading, Cable trench, Switchyard fencing & Boundary wall with retention structure, Main Gate, RCC made external Drainage System in the sub-station premises, completion of unfinished part of the control room & Tubewell boring at Nayarhat 33/11 KV Sub-station in Cooch Behar District.	9257931.00	185159.00	120 days from the date of site handover	Office of the Chief Engineer – Rural Electrification, Vidyut Bhavan, 2nd Floor, 'D' Block, Bidhannagar, Salt Lake City, Kolkata-700091

2. Schedule of Bid Activities :

- Bid document available : - From 19.02.2024 at 17:00 Hrs to 28.03.2024 up to 15:00 Hrs.
- Pre-bid Discussion : 28.02.2024 at 15:00 Hrs. & Pre-bid clarification uploading date – 11.03.2024
- Date of Submission of Bid : From 13.03.2024 at 11:00 Hrs to 28.03.2024 up to 15:00 Hrs.
- Last Date of Submission of Bank Guarantee against EMD: 03.04.2024 up to 12:00 hrs. Scanned copy of the Bank Guarantee shall be uploaded electronically along with the Bid.
- Bid opening Part-I (Techno Commercial): 05.04.2024 at 11:00 Hrs
- Bid Opening Part-II (Price): Will be intimated later
- Cost of Bid Document : NIL
- The complete bidding document will be available at website : <https://wbtenders.gov.in> from 13.02.2024
- Intending bidders should download the tender documents from the website <http://www.wbtenders.gov.in> with the help of Digital Signature Certificate and <http://www.wbsedcl.in> directly.
- Contact telephone Nos. 033 2319-7313/2321-1242, email: cere@wbsedcl.in

*(Signature)*  
(A.N. BHATTACHARYA)  
CHIEF ENGINEER (RE)