



WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
(A Govt. of West Bengal Enterprise)
MALDA REGIONAL OFFICE
Administrative Building, 1st Floor, (WBSEDCL), Rabindra Avenue, Malda, 732101

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Notice Inviting e-Tender

NIT No. : RM/MRO/CIVIL/Auction/24-25/01; Date – 10.06.2023

SUBJECT: Demolition of old security room, store house, store office, temple and cycle shed within Chanchal 33/11 kV S/S under North Malda Division in the district of Malda (3rd Call).

The Regional Manager, Malda Regional Office, WBSEDCL invites e-Tender only from the bonafide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. who have successfully completed any civil work during last 7 (Seven) years not before 11.06.2017.

[SUBMISSION OF BID THROUGH ONLINE ONLY]

Sl. No.	Name of the Work	Reserve Value (Rs.)	Security Money (Rs.)	Cost of Tender Documents (Rs.) (Non-refundable)	Period of Completion	Name & Office Address
01.	Demolition of old security room, store house, store office, temple and cycle shed within Chanchal 33/11 kV S/S under North Malda Division in the district of Malda (3 rd Call).	1,50,150.00 (Rupees One Lakh Fifty Thousand One Hundred Fifty Only)	@ 2% (Rs.3,000.00) of the Reserve Value	NIL	30 Days	MALDA REGIONAL OFFICE Administrative Building, 1 st Floor, (WBSEDCL), Rabindra Avenue, Malda, 732101
<u>NOTE- @18% GST AND 1 % TCS WILL BE APPLICABLE IN ADDITION TO THE RATE QUOTED BY THE BIDDER.</u>						

1. Earnest Money Deposit amounting to Rs. 3,000.00/- (Rupees Three Thousand only), shall be submitted through online mode through the e-Tendering portal (<https://wbtenenders.gov.in>). All offline instruments like Bank Draft, Pay Order etc. have been discontinued for e-tender procurement. In case of unsuccessful/ rejected bids, the EMD shall be refunded directly from the e-Tendering portal. However for successful bids, the EMD will be refunded by WBSEDCL as per norms. Further details in respect of online payment as well as refund of EMD are provided within the EMD clause (Section-III, Instruction to Bidders, Clause 4 of this NIT). This is in accordance to the O.O No.: 1994, dated 19.05.2021 and O.O No.: 1997, dated 14.06.2021 of the Director (HR), WBSEDCL.

2. **Tender Cost /Tender Fee is abolished as per the O.O No.: 1994, dated 19.05.2021 of the Director (HR), WBSEDCL. All participating bidders are therefore exempted from payment of Tender Fee.**
3. Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently duly digitally signed by the Tenderer through the website <https://wbtenders.gov.in>.
4. Technical Document and Financial Bid should be submitted online on or before as per the 'Date & Time Schedule' stated in Sl. No.-09.
5. The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL DOCUMENT of the tenderer found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and absolute in this respect. The list of Responsive and Non-Responsive Bidders will be displayed in the website.
6. **Eligibility criteria** for participation in the tender:
 - 6.1. Bonafide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. who have successfully completed any civil work.
 - 6.2. All intending Bidders are required to produce valid copies of, Professional Tax (PT) Payment Certificate, ESI & PF Certificate along with PAN Card / IT return.
 7. The contractor shall be solely responsible for IT and all other taxes, duties, GST, levies, license fees, all types of Statutory Govt. obligation including Royalty and Cess according to The Building and Other Construction Workers' Welfare Cess Act, 1996 etc. incurred until completion of the total work and handed over to the Employer. Bid price shall be firm and inclusive of all such costs and no claim on this behalf will be entertained by the owner.
 8. Bids shall remain valid for a period not less than 180 (One hundred eighty) days after date of Bid opening of tender. Bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the tenderer withdraws the bid before the period of bid validity without giving any satisfactory explanation for such withdrawals, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
9. **DATE & TIME SCHEDULE:-**

A.	Date of uploading of NIT & other Documents (Publishing Date)	18.06.2024 AFTER 11:00 hrs
B.	Documents download start date (Online)	18.06.2024 AFTER 11:00 hrs
C.	Bid submission starting date (Online)	18.06.2024 AFTER 11:00 hrs
D.	Pre Bid Meeting (at Malda Regional Office, Rathbari, Malda)	19.06.2024 AT 15:00 hrs
E.	Bid submission closing date (Online)	UP TO 25.06.2024 15:00 hrs
F.	Date of submission of EMD (Online)	UP TO 25.06.2024 15:00 hrs
G.	Date of submission of BG (Physical copy) (For bidders, who want to submit EMD in form of BG)	UP TO 26.06.2024 15:00 hrs
H.	Techno-commercial bid opening date	28.06.2024 AFTER 11:00 hrs
I.	Techno-commercially qualified bidders' list uploading date	To be notified later
J.	Price bid opening date	To be notified later

10. **Security Deposit:** In respect of successful Bidder, the Earnest Money after acceptance of Tender shall be converted as a part of the Security Deposit. The successful Bidder who deposited Earnest Money @ 2% (Two percent) of the amount put to the Tender.
- The Security deposit will be paid back to the contractor after adjusting the credit amount quoted for the serviceable material only after all the demolition work is completed and all the debris/unserviceable materials are cleared from the site to the satisfaction of the Company within the stipulated period. If the work is not completed in all respects within the time schedule mentioned, the Company will forfeit the security deposit and terminate the contract.
11. **The contractor whose quoted rate is highest (H_1) in amount will be accepted by the WBSEDCL and it is required to deposit, within a week from the date of issue of the order, an amount equal to the sum of quoted amount+(@18% GST and 1% TCS) on the Quoted Amount, exclusive of earnest money, as total security deposit for the due fulfillment of his contract and sign an agreement for execution of the aforesaid works and shall also pay for all stamps and legal expenses, incidental thereto. After submission of an amount equal to the quoted amount plus applicable 18% GST and 1% TCS on quoted amount, the previously deposited earnest money will be refunded.**
- The Earnest money of the contractor whose tender is accepted shall be forfeited in full in case if the Contractor does not successfully complete the work within stipulated period and/or start the work by stipulated date mentioned in the award/acceptance letter issued by the Company.
12. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing Bid and entering into an agreement for the work / works as mentioned in the NIT, before submitting offer with full satisfaction. The costs for visiting the working site shall be at the bidder's own expense.
13. The Tender Inviting Authority reserves the right to accept or reject any / all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the Bidder at the stage of Bidding.
14. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instruction to bidders' stated in Section – 'A' before tendering the bids.
15. No Conditional Bid / Incomplete Tender will be accepted under any circumstances.
16. The intending bidder is required to quote the rate (percentage above/below/at par) both in words and figures over the total estimated cost put to tender online considering that no escalation and / or price adjustment will be allowed by the department under any circumstances.
17. At any stage during scrutiny, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process, found incorrect / manufactured / fabricated, that bid will be considered a nonresponsive and outright rejected with forfeiture of Earnest Money and action will be taken as per stipulation of IT Rules in force.
18. Before issuance of Letter of Acceptance / Work order, the tender accepting authority may verify the credential & other documents of the lowest bidder so uploaded online if found necessary. If any such document is found incorrect / manufactured / fabricated, Letter of Acceptance / Work order will not be issued in favor of the bidder under any circumstances and action will be taken accordingly.
19. The Tender Inviting Authority reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.

SECTION – A
INSTRUCTION TO BIDDERS

A. General guidance for e-Tendering

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

1. Registration of Contractor:

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

2. Digital Signature certificate (DSC):

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

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

4. Submission of Tenders:

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

4.1. Technical proposal:

The Technical proposal should contain scanned copies of the following in two covers (folders).

4.1.1. Statutory Cover file Containing:

a) Payment challans generated from the e-tendering portal/ Bank Guarantee.

4.1.2. Non Statutory / Technical Document Cover file Containing:

a) Copy of I.T. return for last 3 (three) financial years, PAN.

b) ESI & PF Certificate

c) Professional Tax Payment Certificate (Up to date)

d) Requisite Credential Certificate for completion of at least one civil work during last 7 (Seven) years not before 11.06.2017.

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

THE 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 3 (three) financial years viz. 2020-21, 2021-22 and 2022-23. c) Professional Tax Payment Certificate (Up to date) d) ESI & PF Certificate
02.	Company Detail(s)	Company Detail	a) Trade License in respect of the prospective Bidder, Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License) Ltd Company (Incorporation certificate, Trade License), Co-operative Society (Society Registration copy, Trade License).
03.	Credentials	Credential	a) Any civil work.
04.	Earnest Money	Earnest Money	a) Net banking through Payment Gateway/ Electronic Instrument (RTGS/NEFT) challans generated from the e-tendering portal/ Bank Guarantee.

4.1.3. **Opening of Technical proposal:**

Technical proposals will be opened by the Regional Manager, WBSEDCL, Malda Regional Office, Rathbari, Malda and his authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).

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

4.2. **Financial proposal:**

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to quote the rate (Offering above / below / at par) online through Computer in the space marked for quoting rate in the BOQ.

Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

5. **Penalty for suppression / distortion of facts:**

If any tenderer fails to produce the original hard copies of the document like Completion Certificate and any other documents on demand of the department within a specified time frame or if any deviation is detected in the original copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

6. **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.

7. **Award of Contract:**

The bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through Acceptance Letter / Letter of Acceptance. The notification of award will constitute the formation of the contract.

8. The tenderers are advised to go through the "GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION FOR CIVIL WORKS" and also to inspect the site before submission of the tender.

9. The agreement as per enclosed format in G.C.C. will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including NIT and BOQ will be part of the documents. After acceptance of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents stated in NIT of the concerned work within time limit to be set in the letter of acceptance.

SECTION – B

GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION FOR CIVIL WORKS

1. Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <http://wbtenders.gov.in> (the web portal). The contractor is to click on the link for e-Tendering site as given in the web portal.
2. The intending bidder(s) required to quote the rate in percentage above / below / at par over the total Reserved Value in the BOQ.
 - a. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against the contract.
 - b. The contractor whose quoted rate is **highest (H₁)** in amount will be accepted by the WBSEDCL and he will deposit, within a week from the date of issue of the order, an amount equal to the sum of quoted amount+(@18%GST and 1%TCS) on the Quoted Amount, exclusive of earnest money, as total security deposit for the due fulfillment of his contract and sign an agreement for execution of the aforesaid works and shall also pay for all stamps and legal expenses, incidental thereto.
3. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection.
4. Bids shall remain valid for a period not less than 180 (One hundred twenty) days after date of Bid opening of tender.
5. Earnest Money as per NIT should be submitted with the tender through online mode through the e-Tendering portal (<https://wbtenders.gov.in>).
6. The tenderers shall demolish the complete building structure including dispose of the debris & other unserviceable material, transporting the same to the Municipality/Corporation/ Panchayat approved dumping ground, with due permissions of the local authorities, at their own cost. After accounting for the cost of demolition, disposal of debris & unserviceable materials as above, the tenderers shall quote the maximum amount that can be offered to the Company for the serviceable materials.
7. The intending tenderer shall visit the site and make himself thoroughly acquainted with the local site condition, nature and requirement of the works, facilities for transport, nature of labour required, access and storage for materials and removal of wastes. The tenderer should quote taking into account all the site conditions including traffic restrictions for transport etc., for proper execution of the work. The successful tenderer will not be entitled to any claim of/and compensation for difficulties faced or losses incurred, damages suffered on account of any site conditions
8. The contractor whose quoted rate is highest (H₁) in amount will be accepted by the WBSEDCL, and he will deposit, within a week from the date of issue of the order, an amount equal to the sum of quoted amount+(@18%GST and 1%TCS) on the Quoted Amount, exclusive of earnest money, as total security deposit for the due fulfillment of his contract and sign an agreement for execution of the aforesaid works and shall also pay for all stamps and legal expenses, incidental thereto. After submission of an amount equal to the quoted amount plus applicable 18% GST and 1% TCS on quoted amount, the previously deposited earnest money will be refunded.

The Earnest money of the contractor whose tender is accepted shall be forfeited in full in case the Contractor does not pay the security deposit within the stipulated period and/or start the work by stipulated date mentioned in the award/acceptance letter issued by the Company.

9. All taxes excluding GST@18% & TCS@1% (if applicable) in respect of this contract shall be payable by the tenderer and the Company will not entertain any claim whatsoever in this respect.
10. The acceptance of the tender will rest with the WBSEDCL which does not bind itself to accept the highest tender and reserves to itself the authority to reject any or all the tenders without assigning any reason. All tenders in which any of the prescribed conditions are not fulfilled or incomplete in any respect are liable to be rejected. Canvassing in connection with tenders is strictly prohibited. Tenders submitted by the contractors who resort to canvassing are liable for rejection.
11. The Contractor shall conform to the provisions of all local Bye-laws and acts relating to the demolition work and to the regulations etc. of the government and Local authorities, Municipality/Corporation/Panchayat, Utility Service Providers like WBSEDCL, BSNL, etc, including cordoning off the property from neighboring properties with proper arrangement like zinc sheet barricading to avoid dust, noise to the occupants of the neighboring buildings etc. The amount should be quoted after taking into account the cost and liabilities for license fees etc, if any, in complying with the regulations of local authorities.

Before actually taking up the demolition of the building, the contractor shall ensure proper disconnection of Electrical Power to the building and disconnection of water supply and sanitary connection to the building.

The contractor shall ensure the safety requirements laid down by the local authority and/or National Building Code. The contractor shall be responsible and should indemnify the Company for all injury/damages/death to the workmen, to persons, animals, things, or any other damage to the surrounding properties which may arise from the operations, carelessness and accident or neglect of himself or of any of his workmen/representatives.

The contractor should indemnify the Company from any claims, damages, losses on account of any accident, death, injuries suffered by his employees, agents, labourers, assignees or any other outside third parties. In the event of any such claims, it should be at sole responsibility of the contractor. The indemnity bond format is enclosed to this document.

The contractor shall comply with the provisions of all labour legislations and shall keep the employer saved harmless and indemnified against any claims.
12. The contractor shall give the list of his labour/workers working with the WBSEDCL along with their designation and address. No employee of the WBSEDCL is allowed to work as a contractor for period of two years from his retirement from Company service without previous permission from the Company. The contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be an employee of the Company as aforesaid.
13. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered for the same work. Failure to observe this condition would render tenders of the contractors tendering as well as witnessing the tender liable to summary rejection.
14. After successful completion of the demolition of entire building and fully clearing off the debris from site including removing of the RCC columns, including foundation etc., the Company shall refund to the successful contractor the security deposit in excess of the quoted amount. The completion certificate shall be as certified by Company's Officer/Representative in-charge of the Demolition Assignment. The decision of the Company shall be final in this regard. In case the contractor fails to complete the demolition works and clear the debris in time, in such an event Company shall forfeit the security deposit and shall get the incomplete and unfinished work done through some other agency at the cost of the contractor. Any expenditure incurred by the Company in undertaking the incomplete works shall be borne by the Contractor.

15. In the event of any dispute between the Company and the contractor which can't be settled mutually, the same shall be resolved under the Arbitration Act in force by means of appointing a sole arbitrator appointed by the Competent Authority of the Company. The decision of the arbitrator shall be final and binding on both the parties.

16. Special terms and conditions

- 16.1. The bidder shall bear all costs associated with the preparation and submission of his tender and the WBSEDCL will in no case be responsible and liable for those costs.
- 16.2. All duties, taxes, other levies excluding GST (if applicable) payable by the contractor under the contract shall be included in the rates, prices and the total tendered value submitted by the bidder. Payment of GST (if applicable) will be as per prevailing Act at the time of execution of work.
- 16.3. The rates and the prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- 16.4. The tender shall remain valid for a period of 180 Days from the date of opening of tender. A tender valid for a shorter period shall be rejected by the Board as non-responsive.
- 16.5. No tender may be modified after deadline for submission of tender.
- 16.6. The WBSEDCL may at its discretion ask any bidder to produce the detailed price analysis for any or all items of the schedule of the works, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.
- 16.7. The bidder at his own responsibility and risk is encouraged to visit and examine the site of the works and its surroundings and obtain information that may be necessary for preparing the tender and entering into a contract for the construction of works. The cost of visiting the site shall be at the bidder's own expense.
- 16.8. Any evidence of unfair trade practices including overcharging, price fixing, cartelization etc as defined in various statutes will automatically disqualify the parties. Formation of any cartel may lead to the cancellation of tenders with penal measures as necessary and the W.B.S.E.D.C.L. reserves the right to take such unilateral decision without further notice to anyone.
- Revised purchase policy of WBSEDCL will be followed in Bid processing and evaluation.

17. SPECIAL CONDITIONS OF CONTRACT

17.1. **Labour:** The contractor shall, unless otherwise provided in the contract, make his own for the engagements of all staff and labour, local or other, and for their payment, housing, feeding and transport. The contractor shall, if required by the controlling officer / supervising officer or their authorised representative, deliver a return in detail, in such form and at such intervals as they may prescribe, showing the staff and the number of several classes of labour from time to time employed by the contractor on site and such information as they may require.

The contractor shall, if required by the controlling officer / supervising officer or their authorised representative, shall arrange for issuance of employment card in such form as they may prescribe in respect of several classes of labour from time to time employed by the contractor on site.

The contractor shall, if required by the controlling officer / supervising officer or their authorised representative, shall arrange for payment of wages to several classes of labour from time to time employed by the contractor in presence of departmental officials at work site on prescribed dates.

17.2. Compliance with labour regulations :

During continuance of the contract, the contractor and his sub contractors shall abide by all times at all existing labour enactments and rule made thereunder, regulations, notifications and bye laws of the State and 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. Some of the major labour laws that are applicable to the construction industry are given below. The contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules regulations including amendments, if any, on the part of the contractor, the Employer shall have the right to deduct any money due to the contractor including his amount of security deposit.

The Employer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

Some major labour laws applicable to the establishments engaged in building and other construction work:

- Workmen Compensation Act 1923, Payment of Gratuity Act 1972, Employees PF and Miscellaneous provision Act 1952, Maternity Benefit Act 1951, Contract Labour(Regulation & Abolition Act) 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Equal Remuneration Act 1979, Payment of Bonus Act 1965, Industrial Disputes Act 1947, Industrial Employment(Standing Orders Act) 1946, Trade Unions Act 1926, Child Labour(Prohibition & Regulation) Act 1986, Inter-State Migrant workmen's (Regulation of employment & Conditions of Service) Act 1979, The Building and other Construction workers (Regulations of Employment and conditions of Service) Act 1996 and the Cess Act of 1996, Factories Act 1948.

18. Definition of terms:

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

- The *Company / Purchaser / Owner / Department* shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), having its office at Malda Regional Office, 1st floor, Netaji Commercial Estate, Rathbari, Malda – 732101.
- The *Engineer-in-Charge / Controlling Officer* shall mean the Engineer deployed by the company for the purpose of this contract.
- *Company's representative* shall mean any person or persons of WBSEDCL appointed by the Company and shall include the contractor's executor's administrators, successor and permitted assignees.
- The *Contractor* shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successor and permitted assignees.
- The work *Site* shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.
- The terms *Services* shall mean all works to be undertaken by the Contractor as laid down under the head 'Scope of Work' or elsewhere in the specification enclosed. When the words '*approved*', '*subject to approval*', '*as directed*', '*accepted*', '*permitted*' etc. are used, the approval, judgment, direction etc. are understood to be a function of company.
- *Writing* shall indicate any manuscript, type written, printed or other statement reproduced in any visible form.
- *Date of Contract* shall mean the date on which the notification of award of contract / letter of award / telex award has been issued.
- *Zero Date* will be reckoned from the date of handing over of site.

19. General Requirement:

19.1. Pre-visit of work site: Contractor to visit the site before submission of tender: The contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submission of his tender as to nature of the site, the quantities and nature of work and the materials necessary for the completion of the works and the means to access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence and effect his tender.

19.2. Cost of Bidding: The Contractor shall bear all cost associated with the preparation and submission of their bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

19.3. Correctness and sufficiency of rates quoted in the tender: The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the tenderer under the contract and all materials and things necessary for the proper completion and maintenance of the works.

- 19.4. Contractor shall execute, complete and maintain the works as per direction of the **Controlling Officer / Engineer-in-Charge** of the works or his representatives.
- 19.5. **Contractor to submit program:** Within 14 (Fourteen) days from the date of issue of Letter of Intent/ Erection order the Contractor shall submit a program showing the order, procedure and method in which he proposes to carry out the work.
- 19.6. **Contractor's Staff at site:** The contractor shall provide at site authorized representative duly approved by the Controlling Officer (approval may be withdrawn for particular person, if necessary). The contractor and/or his authorized representative is to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on behalf of the contractor) directions and instructions from the controlling Officer / Engineer or his representative.
- 19.7. **Removal of persons employed at site:** The Controlling Officer / Engineer shall be at liberty to ask the contractor to remove from the site any person, employed by the contractor in the execution of the works, who in the opinion of the Controlling Officer / Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the permission of the Controlling officer / Engineer.
- 19.8. **Setting out:** The Contractor shall be responsible for true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignments of all parts of works. If at any time during the progress of the works any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the work, the contractor on being asked to rectify by the Controlling Officer / Engineer, shall at his own expense rectify such error to the satisfaction of the Controlling Officer / Engineer.
- 19.9. **Protection of works:** The Contractor shall in connection with the works provide and maintain at his own cost all lights guards, fencing and watching when and where necessary or required by the WBSEDCL or by any competent authority or statutory or other authority for the protection of the works or for the safety and convenience of the public or others.
- 19.10. **Care of works:** From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all temporary works and in case of any damage, loss, or injury to works or to any part thereof or to any temporary works due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the works shall be in good order and conditions and in conformity in every respect with the requirements of the contract. The contractor shall take every practicable precaution not to damage or to cause injury to adjoining or other properties or to any persons. However even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.
- 19.11. **Workmen's compensation for accident or injury to any workmen:** The WBSEDCL shall not be liable for damage or compensation payable as per provision of law in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor. Contractor shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance policy covering provision for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.
- 19.12. **Facilities for other contractors:** The contractor shall afford all reasonable facilities for any other contractor employed by WBSEDCL in the execution on or near the site of any work not included in the contract.
- 19.13. **Clearing site on completion:** On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials rubbish, and temporary works of every kind and leave the whole of the site and works clean and in a good and tidy condition to the satisfaction of Engineer-in-charge.
- 20. Labor License:**
Contractor will have to obtain Labor License in respect of the above work as per Contract Labor (Regulation & Abolition) Act, 1970 as early as possible.
- 20.1. Contractor shall furnish employment card with one copy of passport sized photograph of each workers working at side for the work.
- 21. Compliance of Labor Laws:**

The Contractor shall comply all statutory Labor Laws to protect the laborers engaged by them. In this connection the contractor will be required to execute an **Indemnity Bond** (as per specimen enclosed as Annexure – 1) after placement of Letter of Intent / Order.

22. Completion of Contract:

All work under the contract must be completed by period of completion time mentioned in NIT while portions of work as per program settled in consultation with the controlling officer shall be completed by the date stipulated in the said program. It is to be noted that time is the essence of the contract and any default on the part of the contractor to complete the work within the stipulated date / dates aforesaid or within the time as may be extended in writing by the Controlling Officer subject to payment of liquidated damages, the WBSEDCL shall have the right, without prejudice to any other clauses, to terminate contract forthwith and to take possession of the balance work / materials and have the same allotted to any other agency and the contractor shall be liable to compensate the loss that may be occasioned to the WBSEDCL on that account. Any letter in writing by the Controlling Officer shall be treated as conclusive on behalf of the WBSEDCL.

23. Material and Workmanship:

All the works shall be executed with the materials as specified and with best workmanship and / or in the best manner to the satisfaction of the Engineer-in-charge.

24. Extension of Time:

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

25. Company's Right to Terminate Contract:

25.1. If the contractor fails to start the work within a month from the date of issue of Letter of Intent / Work Order, the WBSEDCL shall have the right to cancel the Letter of Intent / Work Order with forfeiture of earnest money (Converted into initial security) without giving any notice to the contractor.

25.2. If the contractor neglects or fails to proceed with the work proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time for completion or within the extended time approved by the WBSEDCL, the WBSEDCL shall have right to terminate the Work Order / Letter of Intent after giving notice in writing to the contractor. If the contractor fails, after 14 (fourteen) days of such notice, to proceed with the work in the matter notified, the WBSEDCL shall terminate the contract and call the contractor to take joint measurement along with the Engineer for the finished portion of work. If the contractor does not appear for a joint measurement, ex-party measurement by the WBSEDCL will be taken as final. In that case the WBSEDCL shall take possession of the work site and engage other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and security money. In the contract terminated as above, the contractor shall have no claim for compensation against the WBSEDCL for any loss or deterioration of any materials that he may have collected or engaged or entered into an account of the work.

26. Force Majeure:

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

The department shall not be responsible or liable to pay any compensation for any interruption in work at the site due to strike, lockout, riot, earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. The department shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work.

The Contractor shall issue Employment card with Photo, Name, Father's Name to each labours and submit one set of each to the Office positively within fourteen (14) days from the date of Commencement of the work

27. Sub-letting of Contract:

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

28. Engineer's Decision:

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

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

29. Liability of Accidents and Damage:

The Contractor shall be responsible for the loss, damage or depreciation of the Company's materials while in their custody and until the same was taken over by the company.

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

30. Language and Measurement:

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

31. Completion of Work:

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

32. Idle Labor / Machinery:

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

33. Safety Rules:

The bidder shall also provide necessary fencing and lights to protect the public from accident. Fire extinguishers shall be kept by the Contractor at the site of works where there is risk of fire hazard. Adequate washing facilities shall be provided near the place of work.

34. Settlement of Disputes:

All disputes concerning question of act arising under the contract shall be decided by the Owner / Company on receipt of written appeal by the Contractor. Any dispute or differences arising out in connection with the contract shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subjected to settlement under the jurisdiction of Calcutta High Court.

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 the work.

These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot. The person responsible for the compliance of code shall be named by the bidder.

To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement made by the bidder shall be open to inspection of the employer and WBSEDCL.

Notwithstanding the above clause there is nothing in those of exempt the bidder from the operation of any other Act or Rule in force in the Republic of India.

All storage, handling & use of flammable liquids shall be under the supervisions of qualified persons. First aid arrangements with the degree of hazard and numbers of workers employed shall be maintained in a readily accessible place throughout the whole of working hours.

35. Reporting of Accident:

All accidents, major or minor, must be reported immediately to WBSEDCL and the contractor will provide first aid to the injured person immediately. The injured person shall report to the First Aid station along with the 'Injure on Work' form as per appropriate Proforma, duly filled in quintuplicate and submit to the Medical Officer of the First Aid Station.

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

- To provide first aid at his own First Aid Station.
- To take the injured person to the hospital along with the 'Injured on Work' form duly filled in.
- To report the accident to WBSEDCL.

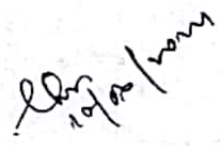
Fatal Accident: Fatal accident must be reported immediately to WBSEDCL as well as to Police.

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

36. Miscellaneous:

- 36.1. The entire work shall be inspected by WBSEDCL representative from time to time at site as necessary. The Contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of the site, WBSEDCL shall have the right to reject any work not conforming to the specification without being liable for any explanation or compensation. The authorized representative of WBSEDCL shall have the free access to the work site, contractor site office and store.
- 36.2. During the execution of the work, if any, problem arises which is not covered by the specifications, the contractor shall seek necessary clarification and instruction from WBSEDCL. Such instruction shall be binding on the contractor and shall be observed in full.
- 36.3. The Contractor shall make his own arrangement for the labor, construction equipment, tools and tackles and construction materials, construction water, office / labor accommodation, water supply, sanitation.
- 36.4. Electricity for construction purpose, if supplied by WBSEDCL, the charge shall be borne by the Contractor at the rate specified by WBSEDCL. The Contractor cannot claim any compensation for any failure in such supply caused due to any reason whatsoever in case of non-availability of electricity for construction purpose from WBSEDCL. The Contractor has to arrange the same at his own cost.
- 36.5. The Contractor shall strictly follow the construction safety rules, regulations and instructions issued from time to time. In absence of any particular reference the Contractor shall refer to the Indian Standard and also the State Government rules and regulations.
- 36.6. The contractor shall take all precautions during execution, especially while excavating underground works, such as cables, pipelines, drains etc. and provide all possible precautions to these works and incase they are damaged, rebuild / divert them at his own cost.
- 36.7. All guarantees and test certificates obtained by the contractor during the execution of the work shall be transferred to the WBSEDCL before issue of the final payment.
- 36.8. The Contractor shall provide all necessary storage at the site in specified areas for all materials such as timber, cement, lime and such other materials which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open in such manner that all such material shall be

- duly protected from damage by weather or any other cause. All such stores shall be cleared after completion of work and the entire site shall be clean and free from debris. All material shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.
- 36.9. The cost of testing of concrete and any other material shall be borne by the Contractor.
- 36.10. All works are to be carried out with due regard to the convenience of the occupants of the premises or road users and with close coordination with other Contractors who may be working on that area. All arrangements / program of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accident to the occupants, users & workers. The Contractor must see that all damages to any property, which in the opinion of the Controlling Officer are due to the work of Contractor, are promptly rectified as per direction and to his satisfaction. The construction of work must be done in such a way as not to dislocate or disturb any sewerage system and existing other structures.
- 36.11. It must be clearly understood that WBSEDCL is indemnified by the Contractor against payment of any compensation or award on account of any accident, injuries, and damages and if any such payment have to be made by WBSEDCL under order of appropriate authorities, the same shall be recovered from the Contractor.
- 36.12. Any services if affected by the work must be restored by the Contractor on emergency basis at his own cost.
- 36.13. After completion of work, the finishes shall be of high quality and approved standard.
- 36.14. No omission or ambiguities in the drawing or in the specifications will relieve the contractor from responsibility for material or completeness of the work.


Regional Manager
Malda Regional office, WBSEDCL
(Tender Inviting Authority)

SPECIMEN COPY OF INDEMNITY BOND
(TO BE EXECUTED ON Rs 100/- Non judicial Stamp Paper)

BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on this Day of.....
I/We having Registered Office / residing at. (hereinafter called "OBLIGOR/OBLIGATOR" which expression shall mean and included my/our Successors 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, a government Company within the meaning of sec.617 of the Indian Company's act having registered office at Bidyut Bhavan, block-DJ, Sector-II, Salt Lake City, Kolkata-700091(hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative administrators assigns. WHEREAS OBLIGOR/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.e. Act) and / or other laws relating to the Labour 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 WITNESSTHAT 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 labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT the OBLIGOR/OBLIGATOR undertakes to engage only those labour worker or 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 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-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees' Compensation Act in case of accidental death or inquiry and such insurance has been effected by the 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 Mediclaim any other laws relating to the or mediclaim Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGATOR is responsible to complete the work/job and it 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 as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the oblige 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.

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Deponent

Witness:

1.....

2.....