

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Govt. of West Bengal Enterprise)

Mini- Micro Hydel Division

Administrative Building, 2nd Floor, Dowhill Road,

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WBSEDCL

NOTICE INVITING TENDER

NIT No: WBSEDCL/DE(E)/MMHD/CIVIL/e-TENDER/2023-24/03

Date: 27.02.2024

The Divisional Engineer, Mini Micro Hydel Division, WBSEDCL invites e-tender (Submission of Bid through online) on percentage basis for the works detailed below from bonafide, Resourceful and experience contractors of State / Central Govt., State / Central Govt. Undertaking, Statutory Bodies constituted under the statute of Central / State Govt.

Name of the work	Estimated Amount (Excluding of GST) (In Rupees)	Earnest Money Deposit (In Rupees)	Time of Completion (In Days)
Emergency Protection wall at Anchor Block no-59 of Mungpoo Kali Khola Hydel Project under Mini Micro Hydel Division, Kurseong, Darjeeling .	5,38,987.00	10,780.00	45 days

- Intending bidder should download the tender documents from the website <http://www.wbtenders.gov.in> directly with the help of Digital signature Certificate. Necessary Earnest Money Deposit (EMD) should be remitted through online mode through the e tender website of wbtenders.gov.in as per schedule stated in Sl. No. 8. (Details of which has been narrated at clause no. 11 in the Instruction to bidders).
- Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed by the Bidder through the website <https://wbtenders.gov.in>. (Details of which has been narrated in 'Instruction to Bidders') as per Schedule stated in Sl. No. 8.

2. Eligibility criteria for participation in tender:

- All categories of intending Bidders who have satisfactorily completed at least one work of similar nature under the authority of State/Central Government, State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government of executed value not less than 50% of the estimated cost in a single contract completed on or after 1st February, 2019. Completion Certificate indicating Estimated Amount, Value of work-done, date of completion of the work and detail communicational address along with contact number of the Client should be submitted by the Bidder. Completion Certificate from the concerned Statutory Body of Central / State Government will be treated as valid credential. [Non-statutory Documents]
- All categories of prospective Bidders shall have to submit valid copies of up to date Professional Tax Payment Challan, P.F. Registration number with current challan deposition slip, GST Registration certificate, E.S.I. Registration no. if applicable, PAN Card and Income Tax Return for Financial Year 2020-21, 2021-22 & 2022-23. License

in respect of the prospective Bidder such as Trade License for Proprietorship Firm; Partnership Deed & Trade License for Partnership Firm; Incorporation certificate & Trade License for Ltd Company; Society Registration copy and Trade License for Co-operative Society is to be submitted. [Non-statutory Documents]

(iii) Neither prospective Bidder nor any of the constituent partners had been debarred to participate in any Tender by any Government Department / Semi - Govt. /Govt. Undertakings / Enterprise etc. during the last 5 (five) years prior to the date of this NIT. Such debarring will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders). [Non-statutory Documents]

(iv) The prospective Bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders). [Non-statutory Documents]

3. 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. List of Technically Qualified Bidders will be uploaded in the website.

4. No mobilization advance and secured advance will be allowed.

5. A prospective Bidder shall be allowed to participate in the tender either in the capacity of individual or as a partner of firm or Ltd. Company or Co-Operative society etc. Multiple participations from one single identity are not allowed.

6. The Bid shall remain valid for a period not less than 180(one hundred eighty) days from date of opening of Financial Bid. If the bidder modifies/withdraws bid during the validity period of bid, the bid will be cancelled with forfeiture of earnest money deposit (EMD).

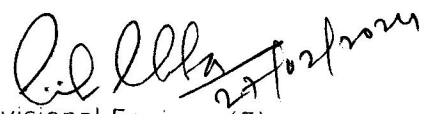
8. Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	05.03.2024 at 12:00 hrs.
2.	Documents download/sell start date (Online)	05.03.2024 at 12:00 hrs.
3.	Bid submission start date (On line)	05.03.2024 at 12:00 hrs.
4.	Documents download End Date.	14.03.2024 at 15:00 hrs.
5.	Bid Submission closing date (On line)	14.03.2024 at 15:00 hrs.
6.	Technical Bid opening date (Online)	19.03.2024 at 15:00 hrs.
7.	Date of uploading list of Technically Qualified Bidders	To be intimated later
8.	Financial Bid opening Date (Online)	To be intimated later

9. The Bidder at the Bidder's 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 cost of visiting the site shall be at the Bidder's own expense.

10. 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 the WBSEDCL. The 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.

11. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before tendering the bids.
12. Exemption from deposition of earnest money (EMD) shall not be allowed under any circumstances.
13. Conditional / Incomplete tender will not be accepted under any circumstances.
14. The intending Bidders are required to quote the rate online.
15. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated then that bidder would not be allowed to participate in the tender and his application will be rejected without any prejudice.
16. The Canvassing in connection with tender submitted is strictly prohibited.
17. **The eligibility of a Bidder will be ascertained on the basis of the documents submitted by a Bidder in support of eligibility criteria. If any document submitted by a Bidder is found to be incorrect/manufactured/fabricated/ false at any stage, his Tender will be out rightly rejected and legal action will be taken against him.**
18. The participating bidders may please note that the successful bidder shall have to submit an Indemnity Bond in the prescribed format before commencement of the work.
19. The WBSEDCL may at its discretion ask any bidder to produce the detailed price analysis for the quoted rate.
20. If the office happens to be closed on any date mentioned in Cl. no-8 i.e. of Publishing date/ Documents Download start date/ Bid Submission Start date/ Bid Submission end date/ Technical Bid Opening date, the next working day (except Saturday) at the same time and venue shall be applicable for the said purpose
21. **Additional Performance Security:** If the lowest bidder's bid found to be within the range of -20% to -80% of the estimated value, the bidder shall have to furnish an Additional Security amounting to 10% of the tendered amount. The Additional Performance Security shall be submitted in the form of Bank Guarantee from any schedule bank before issuance of Work Order.
22. The WBSEDCL does not bind itself to accept the lowest (L₁) bidder and reserves the right to reject any or all tender(s) or to split the whole work to more than one contractor without assigning any reason whatsoever.
23. The WBSEDCL reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.


Divisional Engineer(E)
Mini Micro Hydel Division

INSTRUCTION TO BIDDERS

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> (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 above. 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 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.

5. Mode of Participation in the work :

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

6. Submission of Tenders:

General process of submission: Tenders are to be submitted online to the website stated in Cl. 2 above, in two folders at a time, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using Digital Signature Certificate (DSC). The documents are to be uploaded in the form of virus scanned copy duly Digitally Signed. The uploaded Documents will get encrypted (transformed into non readable formats).

A. Technical proposal

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

A-1. Statutory Cover Containing three covers (folders) - (a) NIT (b) Draft & (c) Annexures / forms.

(a) **NIT folder** containing Downloaded and uploaded copies (Digitally Signed) of the following:-

- I. NIT.
- II. General conditions of contract and specification for works
- III. Additional terms and conditions, special conditions of contract if any

(b) **EMD folder:-** containing proof of online submission of Earnest money Deposit (EMD).

(c) **Annexures/Forms Folder** containing

- I. Undertaking by the bidder (Annexure-I)
- II. Letter of Bid for the work (Annexure-II)
- III. Declaration by the tenderer (Annexure-III).
- IV. Declaration of De-barring/ Black Listing / Holiday Listing (Annexure-IV).

A-2. Non statutory cover containing

- i. Trade License, Professional Tax(PT) deposit receipt challan, P.F. Registration number, GST Registration number, E.S.I. Registration number (For execution of works in E.S.I. Coverage area), Pan Card and Income Tax return for the Assessment Year 2021-22, 2022-23, 2023-24.
- ii. Registration Certificate under Company Act (If any).
- iii. Registered Deed of partnership Firm/ Article of Association & Memorandum.
- iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
- v. Current Year no objection Certificate issued by the Assistant Register of Co-Op(S) (ARCS). Valid bye laws are to be submitted by the Registered labour Co-Op(S), Engineers' Co. - Opt. (S).
- vi. Credential of at least one similar nature of work under State / Central Government, State / Central Government undertaking, Statutory Bodies constituted under the statute of Central / State Government of value not less than 50% of the estimated cost in a single contract completed on or after 1st February, 2019. Scanned copy of Work Order and completion certificate, as stated in 3(i) of NIT.
- vii. Registration certificate under Company Act (if any).

B. Financial Proposal (in one cover/folder)

It contains Bill of Quantities (BOQ). The rate to be quoted in the BOQ on "percentage basis" in the space marked for quoting rate (either excess, less or at par i.e. 0.00%). Quoted rate will be encrypted in the B.O.Q. under Financial Bid.

Note: -Failure of submission of any of the above mentioned documents (as stated in A and B) will render the tender liable to summarily rejected for both statutory & non statutory cover.

THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGE IN THE FOLLOWING MANNER

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

Sl. No.	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES	1. GST Registration certificate. 2. P.F. Registration number. 3. ESI Registration Number (if applicable) 4. PAN 5. Trade License. 6. P. Tax (Challan) 7. ITR for AY 2021-22, 2022-23, 2023-24.
B.	Company Details	Company Details	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.
C.	Credential	Credential 1	1. Similar nature of work done & completion certificate which is applicable for eligibility in this tender.

A. Technical Proposal

- i. Opening of Technical proposal: -Technical proposals will be opened by authorized representatives of WBSEDCL from the web site stated using their Digital Signature Certificate.
- ii. Intending tenderers may remain present if they so desire.
- iii. Cover(folder) statutory documents will be opened first & 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 be summarily rejected.
- iv. Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the authorized representatives of WBSEDCL.
- v. Uploading of summary list of technically qualified tenderers.
 - a) Pursuant to scrutiny & decision of the authorized representatives of WBSEDCL the summary list of eligible tenderers & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
 - b) While evaluation the authorized representatives of WBSEDCL may summon any of the tenderer& seek clarification / information or tenderer/s may be asked for producing original hard copy/s of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

B. Financial proposal

- i) The financial proposal should be one cover (folder) containing bill of quantities (BOQ) the contractor is to quote the rate (Percentage Excess/ Less/ At par (0.00%)) online in the space marked for quoting rate in the BOQ.
- ii) Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

7. RESPONSIBILITY OF BIDDERS:

- a. WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interruption or deductions the bidder may derive from the data furnished by the WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.
- b. It shall be the responsibility of the bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this contract including in particular all factors that may affect the cost, duration and execution of the works. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid.
- c. Claim, whatsoever, including those for financial adjustment to the contract awarded under these specifications and documents will not be entertained by the purchaser. Neither any change in time schedule of contract nor any financial adjustments arising thereof shall be permitted by the purchaser, which are based on the back of such clear information of its effect on the cost of the contract to the bidder.
- d. The bidder is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, specifications and drawings in the bidding document. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.

8. 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.

9. 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 Divisional Engineer(E), Mini Micro Hydel Division, WBSEDCL, Kurseong, Dist: Darjeeling within the date specified for this purpose. The clarification given in the pre-bid discussion shall be final and binding on the bidder.

10. BID PRICES

- a. The bidder shall quote their price in the appropriate format in percentage excess/at par/ less the estimated price.
- b. 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 this contract.
- c. Prices indicated in the schedule of prices deemed to include all the levies/duties/taxes/cess& all other incidentals payable as per statute. GST shall be paid extra as per statute.

11. Earnest money

- a. A bidder desirous of taking part in a tender invited by Officers of WBSEDCL shall login to the e-procurement portal of Government of West Bengal <http://wbtenenders.gov.in> using his login Id and password.
- b. The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD through online mode.
 - i. Net banking through Payment Gateway.
 - ii. **RTGS/NEFT Payment:** On selection of RTGS/ NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS / NEFT transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS / NEFT process to be completed.
- c. General Instructions for Online Payment:
 - The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment.
 - Status of NEFT / RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
 - In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
 - The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- d. **Refund/ Settlement of EMD Amount:**
 - For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
 - For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
 - The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
 - For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033_40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI.

- e. Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner, if not created earlier.

Exemption from deposition of earnest money deposit (EMD) shall not be allowed under any circumstances.

12.PROCESS TO BE CONFIDENTIAL

- 12.1 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.
- 12.2 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.

13.TIME SCHEDULE

The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the NIT.

14.EVALUATION AND COMPARISON OF BIDS

- 14.1 On examination of documents submitted under different covers, WBSEDCL will evaluate, compare & determine the bid to be substantially responsive at each step.
- 14.2 Evaluation of bid will include and will take into account :
- 14.2.1 Cost of construction/erection including taxes & duties etc.
 - 14.2.2 The owner shall evaluate and compare only the bids determined to be substantially responsive.
 - 14.2.3 The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.
 - 14.2.4 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.
 - 14.2.5 Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

15.TAXES, DUTIES AND OTHER LEVIES

- a. 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. The successful bidder has to provide a self declaration in the given format for applicability of Sec 206AB/206CCA of IT Act during submission of invoice to us.
- b. All other taxes/duties/levies/cess payable by the bidder except GST shall be included in the bid price and no claim whatsoever in this respect will be entertained by the owner.
- c. Only GST shall be paid extra as per statute.

16.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.

17.LANGUAGE AND MEASURES

All documents pertain 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.

18. 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:

- 18.1 **"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, and
- 18.2 **"Fraudulent Practice"** means misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the owner, and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial no-competitive levels and to deprive the owner of the benefits of free and open competition.
- 18.3 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.
- 18.4 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.

19. INSURANCE

The successful bidder on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law to protect the interests of WBSEDCL against all perils. The form & the limit of such insurance together with underwriting in each case shall be acceptable to WBSEDCL. However, irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be bidder's alone.

20. CORRECTNESS AND SUFFICIENCY OF RATES QUOTED 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.

21. 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 action as 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 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.

22. AWARD OF CONTRACT

The Bidder who's Bid would be accepted will be notified by the authorized official through acceptance letter/Letter of award.

The notification of award will constitute the formation of the Contract.

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 N.I.T. & B.O.Q. will be the part of the contract documents.

23. 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 into 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.

24. Additional Performance Security:

If the lowest bidder's bid found to be within the range of -20% to -80% of the estimated value, the bidder shall have to furnish an Additional Security amounting to 10% of the tendered amount. The Additional Performance Security shall be submitted in the form of Bank Guarantee from any schedule bank before issuance of Work Order.

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

(For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

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

1. We are submitting Tender for the Work-----

against Tender Notice No. -----dt-----.
2. None of the Partners of our firm is relative of employee of -----
----- WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED.
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect at any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

Dated: _ _ _ _ _

Signature of the Tenderer

Format of Letter of Bid

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

To

The Tender Committee

Sub: Letter of Bid for the work:

Ref: 1. NIT No: -----

----- dated: -----

2. Tender Id No: -----

Dear Sir,

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

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

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

Dated: -----

Signature of the Tenderer

DECLARATION BY THE TENDERER

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

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

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

I/We also agree to procure tools and plants, at my/our cost required for the work.

Signature of Tenderer

Postal address of the Tenderer

PROFORMA**DECLARARTION OF BLACK LISTING / HOLIDAY LISTING****In the case of a Proprietary Concern:**

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

- (.....)

(Here give particulars of blacklisting or holiday listing, and in absence thereof state “NIL”)

In the case of a partnership firm:

We hereby declare that neither we, M/s.....

 Who is Submitting the bid nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on black list or holiday list declared by WBSEEDCL or any Central / State power utility services, except as indicated below:

- (.....)

(Here give particulars of blacklisting or holiday listing, and in absence thereof state “NIL”)

In the case of a company:

We hereby declare that we,.....

 Have not been placed on any holiday list or black list declared by WBSEEDCL or any Central / State power utility services, except as indicated below:

- (.....)

(Here give particulars of blacklisting or holiday listing, and in absence thereof state “NIL”)

It is understood that if this declaration is found to be false in any particulars, WBSEEDCL shall have the right to reject my/our bid and if the bid has resulted in a contract, the contract is liable to be terminated.

Signature with date & seal of the bidder.

GENERAL CONDITIONS OF CONTRACT AND
SPECIFICATION FOR CIVIL WORK

GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION FOR CIVIL WORKS

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 VidyutBhavan, Block-DJ, Sector-II, Kolkata-700091.

The **Engineer-in-Charge/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 under 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/telex award has been issued.

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

2. SCOPE OF WORK:

A-The work mainly consist Emergency restoration of Protection wall at Anchor Block no-59 of Mungpoo Kali Khola Hydel Project under Mini Micro Hydel Division, Kurseong, Darjeeling as directed by Engineer-in-charge for successful completion of the work.

The proposed contract comprises of construction, completion and maintenance of the work taking all safety measures required during the contract period including defect liability period, as required. It includes provision of all labour, material, constructional plant, temporary work and everything whether temporary or permanent nature required for such construction, completion and maintenance so far as the necessity of providing the same is specified in or responsible to be inferred from the contract. The items of work have been elaborated in the schedule of work.

3. Submission of Tender :

Please refer to sl. no 6 of Instruction to Bidders

4. Security Deposit:

The successful bidder shall have to submit initial security money amounting to 2% of the contract price after placement of Letter of acceptance/Letter of award within specified period. Balance of Security Deposit equivalent to 10% (Ten percent) of contract amount shall be realized by recovering from the progressive bill @ 8% (Eight percent) of the amount of each such bill. In all cases the amount of recovery of the Final Bill will be so adjusted as to make the total amount of Security Deposit equivalent to 10% (Ten percent) to the value of work so executed.

The EMD of the successful bidder would be converted to ISD. In case the order value[L1 bid] does not matches the estimated amount, same would be adjusted either by payment of the remaining value by the contractor [In case L1 bid higher than the estimated value] or by WBSEDCL [In case L1 bid lesser than estimated value] through RA bill.

The WBSEDCL reserves the right to ask for Performance Guarantee upto 10% of the tendered amount from the successful bidder.

5. Refund of Security Deposit:

Refund 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 Security Deposit for all type of Bids shall be released only after satisfactory expiry of the guarantee period and certified as such by the controlling officer of the work upon written request by the contractor under following conditions:

5.1 In case of building works or other similar nature of works the defect liability period shall be considered six month or expiry of one full monsoon period, i.e. June to September whichever is later and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc should be rectified to the satisfaction of the engineer.

5.2 All types of Manufacturer's guarantee/warranty wherever applicable are to be issued/revalidated in the name of owner by the contractual agency. In case of building works or similar nature of works the defect liability period shall be considered six months or expiry of one full monsoon period, i.e. from June to September whichever is later.

6. Refund of Earnest Money:

The earnest money deposit (EMD) collected via online mode will be settled automatically from e-tender portal maintained by National Informatics center (NIC) wherein EMD for rejected or unsuccessful bids shall be refunded in the bank account of participating bidders directly from NIC portal.

7. Forfeiture of Earnest money/Bid guarantee:

Earnest money/Bid guarantee shall be forfeited in case of following:

- 7.1 If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.
- 7.2 If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid
- 7.3 In case of successful bidder, if the Bidder fails:
 - 7.3.1 To accept LOI/LOA/Order unconditionally and sign contract.
 - 7.3.2 To furnish the contract performance bond wherever applicable.

8. DEFECT LIABILITY PERIOD

- 8.1 The term 'defect liability period' shall mean the period of **Six (6)** months from the Date of completion 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.
- 8.2 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 six months.
- 8.3 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 fulfillment of all obligations, this defect liability period shall be covered by Security Deposit submitted by the contractor detailed in clause 5.0.
- 8.4 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.

9. MANNER OF EXECUTION OF CONTRACT AGREEMENT

- 9.1 The successful bidder has to submit acceptance of the LOI/order within **10(ten)** days from the date of issue of the Letter of Intent/Award/Order. The successful bidder shall be required to execute an Agreement on a non-judicial stamp paper of Rs 100/- with the company with all related documents for satisfactory execution of the work.
- 9.2 The agreement shall be signed on a date and time to be mutually agreed upon in the office of the controlling officer of the work and the same has to be signed by both the parties within 30 days from date of acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract agreement on behalf of the contractor is to be submitted before signing of the agreement.
- 9.3 The agreement shall be signed in original and five photo copies. The original agreement shall be retained by the Company and a copy will be handed over to the Contractor.

10. **GENERAL REQUIREMENT**

- 10.1 The contractor shall execute, complete and maintain the work as per direction of the Controlling Officer/Engineer-in-Charge of the work or his representative.
- 10.2 **Contractor to submit programme:** Within 14 (fourteen) days from the date of issue of letter of intent/award/order, the contractor shall submit a programme showing the order, procedure and method in which he proposes to carry the work.
- 10.3 **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/ Engineer-in-charge or his representative.
- 10.4 **Removal of persons employed at site:** The Controlling Officer/ Engineer-in-Charge 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/ Engineer-in-Charge 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/ Engineer-in-Charge.
- 10.5 **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/ Engineer-in-Charge or his representative shall at his own expense rectify such error to the satisfaction of the Controlling Officer/ Engineer-in-charge.
- 10.6 **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 or by any competent authority for the protection of the work or for the safety and convenience of the public or others.
- 10.7 **Care of works :** From Commencement to Completion of the work, 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.
- 10.8 **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.

10.9 **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.

10.10 **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/ Engineer-in-charge.

11. 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 $\pm 25\%$ (plus or minus twenty five percent) of the contract price. Payment shall be made as per execution.

12. Goods and Services Tax:

Goods and Services Tax shall be paid extra as per prevailing statute.

13. LabourLicence:

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

14. COMPLIANCE OF LABOUR LAWS:

The contractor shall comply all statutory labour 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-B) after placement of letter of intent/award/order and before start of the work.

15. 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.

16. Deductions of Provident Fund and remittance thereof i.r.o. contract labourers:

In respect of casual workers or workers engaged for any job for a very short duration or sporadic nature having no employer-employee relationship (for example Soil testing, repair of transformer etc done by outer agency) and engaged in works which are neither preparatory, nor incidental, nor any way connected with the main operation of the establishment, deduction of provident fund and remittance thereof in respect of the contract labours will not be applicable. However it is further clarified that no mechanical approach should be adopted in deciding the applicability of the Act and each case should be considered on its own merits.

17. Variation, Omission, Addition & alteration:

The Contractor shall not modify the work except under direction in writing by the Company. The quantities provided in the Schedule of work are provisional only, which may vary up to any extent or may be deleted altogether. The quoted rate of each item shall remain firm till completion of contract. The Company reserves the right to alter, amend, and omit or otherwise vary the quantities as may be necessary but such variation will be limited to $\pm$

25% (plus or minus twenty five percent) of the contract price. Payment shall be made as per actual execution.

18. Paying Authority:

The **Assistant Manager (F&A), MMHD, WBSEDCL** shall be the paying authority.

19. SUPPLEMENTARY WORKS:

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

- 19.1 The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract.
- 19.2 When above clause no 19.1 shall not be applicable the rates shall be taken from P.W.D(WB) schedule of rates for building works, sanitary & plumbing works & PWD(WB)(Roads) schedule prevailing at the time of submission of bids plus/minus the contractual rate of quotation.
- 19.3 When clause no 19.1 & 19.2 above shall not be applicable, the rates should be analyzed, to the mutual acceptance from present market rates of different elements involved in the item, against documentary evidence, with overhead as 5%, contractor's profit as 10% and 1% cess towards BOCWWC Act, 1996. In that case contractual rate of quotation will not be applicable.

Controlling Officer's decision regarding finalization of rate of non-scheduled item(s) shall be final and binding upon the contractors.

20. MEASUREMENTS AND TERMS OF PAYMENT

- 20.1 All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in 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 therefrom.
- 20.2 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.
- 20.3 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 Engineer-in-charge/controlling officer or his authorized representative shall be taken to be correct measurement of the work done.
- 20.4 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 within 30(thirty) days of its submission 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 fulfillment of all contractual obligations by the contractor.

20.5 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 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 contractor's security deposit or from the amount retained or the contractor shall pay the overpayment on demand.

21. 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.

22. DEFECTIVE MATERIAL

If in the opinion of the Engineer-in-Charge/ Controlling Officer, 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.

23. DRAWINGS

The work shall be carried out in accordance with the instruction and to the satisfaction of the Engineer-in charge in accordance with the signed drawings, the specifications and schedule of quantities and also as per any further drawings which may be supplied, all instruction which may be given by the Engineer-in-charge/Controlling Officer from time to time.

24. 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 Engineer-in-Charge/ Controlling Officer.

25. 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.

26. LIQUIDATED DAMAGES:

- 26.1 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 halfpercent (0.5%) of the contract value of works for each calendar week upto 10 weeks, thereafter 1.0% per week of delay or part thereof of delay subjected to Force Majeure.
- 26.2 The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work

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.

27. 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 Letter of intent/award/order 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 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.

28. 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 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.

29. DEPARTMENTAL MATERIALS:

Departmental materials shall not be issued to the contractor for the work except under special circumstances.

30. DEDUCTION OF TAXES AND CESS FOR BOCWWC ACT, 1996:

If it is obligatory under the provision of Income tax Act 1961 to deduct tax at source, so the same will be deducted from the bills as applicable.

The contractor is required to follow the Building and other Construction Worker's welfare Act, 1996.

Registration of his establishment under section-7 of the Building and other Construction Worker's (Regulation and condition of service) Act, 1996 is to be made after the contract is

awarded. 1% cess towards BOCWWC Act, 1996, will be deducted from its total amount of each bill.

For this deductions certificate will be issued as per rules.

31. FORCE MAJEURE:

The Contractor shall not be liable to pay any liquidated damage for delay/failure to perform the contract for reasons of force majeure such as acts of God, 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.

32. SUB-LETTING OF CONTRACT:

The contractor shall not, without the written consent of the Company, assign or sublet his contract or any part thereof, other than 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.

33. ENGINEER'S 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.

34. 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.

35. LANGUAGE AND MEASUREMENT:

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

36. 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 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.

37. COMPLETION OF WORK:

Completion of the 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.

38. CONTROLLING OFFICER: The **Divisional Engineer (Electrical), MMHD** shall be the Controlling Officer.

39. SUPERVISING OFFICER: The **Assistant Engineer (Civil), MMHD** will be the supervising officer of the work.

40. NODAL OFFICER: The **Assistant Manager (HR &A), MMHD** shall be the Nodal Officer for labour related compliances.

41. IDLE LABOUR/MACHINERY:

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

42. 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 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.

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 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 accidents must be reported immediately to WBSEDCL as well as to the Police.

Penalty:

Failure to observe the Safety Rules will make the contractor liable to penalty by way of suspension of work and termination of contract.

Adequate arrangement for proper lighting & guarding shall be made at the work site

43. EQUIPMENT & MACHINERIES:

For timely completion of the work the bidder/contractor must have to deploy all necessary equipment, tools & tackles and machineries e.g. J.C.B., Hot-mix-plant, Boiler, transit mixer, Air Compressor, breathing apparatus etc. to execute the work at a time to perform all works simultaneously as per requirement of WBSEDCL.

44. 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 Letter of Intent/Award/Order may be terminated prematurely and the balance work may be got done through any other agency at risk and cost of the contractor

45. DAMAGE TO WBSEDCL'S PROPERTY: Any damage to WBSEDCL'S property due to mishandling etc by you should be repaired/compensated by you at your own cost.**46. EXECUTION OF INDEMNITY BOND:** Before commencement of the actual execution of the works, contractors have to execute an indemnity bond as per annexed proforma in a Non-Judicial stamp paper of Rs 100/- (Rupees one hundred) only.

Additional Conditions of Contract:-

- 1.** The work shall be inspected time to time by WBSEDCL representatives. The contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of site, WBSEDCL shall have the right to reject any work not conforming to the specification without being liable for any explanation or compensation. The authorised representative of WBSEDCL shall have the free access to the work site, contractor site and store.
- 2.** During the execution of work, if any problem arises which is not covered by the specification, the contractor shall seek necessary clarification and instruction from WBSEDCL, such instruction shall be binding on the contractor and shall be observed in full.
- 3.** The contractor shall make his own arrangement for labour, construction equipment, tools and tackles and construction materials, construction water, office/ labour accommodation, water supply, sanitation etc.
- 4.** Electricity for construction purpose, is supplied by WBSEDCL, the charge shall be borne by the contractor at the rate specified by the 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 will have to arrange for the same at his own cost.
- 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 relevant Indian standard and also the State Government rules and regulations.
- 6.** The contractor shall take all precautions during execution, especially while excavating underground works, such as cables, pipe lines, drains etc. and provide all possible protection to these works and in case any materials got damaged, rebuilt them at his own cost.
- 7.** All guarantees and test certificates obtained by the contractor during the execution of work shall be transferred to the WBSEDCL before issue of final payment.
- 8.** The contractor shall provide all necessary storage at the site in specified areas for all the materials such as timber, cement, lime and such other materials which are likely to deteriorate by the action of Sun, winds, rain or other natural cause due to exposure in the open in such manner that all such materials shall be duly protected from damage by weather or any other cause. All such stores shall be cleared after completion of the work and the entire site shall be clean and free from debris. All materials shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.
- 9.** The cost of testing materials shall be borne by the contractor.
- 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 in the area. All arrangements/ programmes of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to other occupants, users and workers. The contractor must see that all damages to any property, which in the opinion of the controlling officer are due to work of the contractor, are promptly rectified as per direction and to his satisfaction. The construction work must be done in such a way as not to dislocate or disturb any sewerage system and other existing structures.
- 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 has to be made by WBSEDCL under order of appropriate authorities, the same shall be recovered from the contractor.
- 12.** Any services if affected by the work must be restored by the contractor on emergency basis at his own cost.
- 13.** After completion of the work, the finishes shall be of high quality and of approved standard.
- 14.** No omission or ambiguities in the drawing or in the specification will relieve the contractor from responsibility for material and completeness of the work.
- 15.** The contractor shall not off-load the contract or part thereof to any subcontractor without

obtaining written permission from the controlling officer of the work. In the event of sub-letting of contract or part thereof. In the event sub-letting of contract is permitted, the fact that such permission has been accorded shall not establish any contractual relationship between approved sub-contractor and WBSEDCL of any of his liabilities and obligations under the contract.

- 16.** A complete list of execution/ deviation from the tenderer's scope of work shall be clearly indicated. Similarly, if any departure, commission of substitution from stipulated specification is made. This fact should be clearly indicated in the offer with reasons. However, WBSEDCL shall have the absolute discretion to summarily reject such offers.
- 17.** WBSEDCL's representative may during progress of work, order for re-execution of part or whole of the work executed, found not in accordance with the approved drawings / specifications/ instructions. No extra claims shall be entertained for re-execution or altering or such work
- 18.** The contractor shall provide sufficient strong and stable staging as to ensure safety of the labourers and structures.
- 19.** The contractor shall dismantle and remove the staging and other temporary structures like stores, offices, labour camps etc. on completion of work, clear and clean the site where such temporary facilities were built and restore the same to original condition.
- 20.** Materials brought to the site shall not be removed from the site without the written consent of the WBSEDCL. The contractor shall submit well in advance for approval of samples, specimens as the WBSEDCL may demand from time to time. Any materials brought to the site and rejected by the WBSEDCL shall be removed by the contractor from the site of work immediately.
- 21.** All materials including reinforcing steel, cement for concrete work, sanitary, plumbing and carpentry fittings shall be procured after approval of brand and make by WBSEDCL.
- 22.** All bricks have to submerge in vats before put to use. Curing shall be done with proper care.
- 23.** The contractor has to make arrangement for temporary cover to enable civil construction works to continue if interrupted due to rains during monsoon.
- 24.** If necessary extra items beyond S.O.W. are executed the unit rate shall be as per the rates of PWD, West Bengal on the date of bid opening. Those items which are not covered under PWD rates shall be based on analysis of rate as applicable, on mutual agreement.
- 25.** Bar chart showing all activities needs to be submitted before commencement of work.
- 26.** Depth of the tube well, if any shall be complied with Public Health Engineering Directorate recommendations.
- 27.** All drawings supplied with the bid documents are tentative/ for guidance only.
- 28.** WBSEDCL shall not be liable under any circumstances for any accident/ untoward incidents, if happened during execution of works.
- 29.** The contractor shall submit test certificate from the appropriate authority for potableness of drinking water indicating presence of arsenic and other chemicals, if any.
- 30.** If specification of any items of work is not covered in the bid documents the same shall be guided from PWD schedule of rates.
- 31.** All dismantled departmental materials shall have to be returned to store/ disposed and stacked in a place (within 200m lead) provided by the purchaser without any extra cost to WBSEDCL.
- 32.** Mode of measurement shall be followed as described in PWDSOR, unless otherwise stated.

Pro-forma for Contract Agreement

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

Articles of agreement made on this -----day of ----- in the year -----between West Bengal State Electricity Distribution Company Limited (WBSEDCL), A statutory Body constituted by the Govt. of West Bengal having its head office at "VidyutBhavan", Block-DJ, Sector-II, Salt Lake City, Kolkata-700091 hereinafter referred as the 'Company' (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART.

AND

hereinafter referred to as the 'CONTRACTOR' (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS the Company invited tenders vide Tender Notice No -----
------(annexed hereto) for "
-----"

AND WHEREAS in pursuance of such invitation for tenders, the contractor submitted a tender vide no -----dated -----, technical bid of which was opened on and the Price-bid was opened on.....
(The tender offer is in custody of the Company at present).

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

Having PO No. dated:

NOW, THEREFORE, the Company and the contractor agree as follows:

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

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

SIGNED, SEALED AND DELIVERED

Contractor

Company

1)

1) Witness
Witness

2) 2)

Witness

Witness

SPECIMEN COPY OF INDEMNITY BOND

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

BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on thisDay
of....., 20.....I/We having Registered Office/ residing at
.....

(Hereinafter called "OBLIGOR/OBLIGORS" which expression shall mean and includes 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 favour of the West Bengal
State Electricity Distribution Company Limited., a government Company within the meaning of
sec.617 of the Indian Company's Act having registered office at BidyutBhavan, Block-DJ ,Sector-II,
Salt Lake City, Kolkata-700091 (hereinafter called as OBLIGEE, which expression shall mean and
include it's legal representative, administrators assigns.

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

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

NOW THIS INDENTURE WITNESS THAT I / We the OBLIGOR/OBLIGORS do hereby undertake.

1. THAT, the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGORS.
2. THAT, the OBLIGOR/OBLIGORS will take/adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT, the OBLIGOR/OBLIGORS undertakes to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or non-managerial or any other capacity in the area covered under Employees' State Insurance Act, 1948 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 OBLIGOR/OBLIGORS 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 OBLIGOR/OBLIGORS.

5. THAT, the OBLIGOR/OBLIGORS undertakes / undertake to indemnify and keep harmless the OBLIGEE from all claims action proceedings and of risk damage danger to any person whether belonging to/or not belonging to OBLIGOR/OBLIGORS.
6. THAT, the OBLIGOR/OBLIGORS shall keep harmless the OBLIGEE from all claims compensation damages any proceedings in respect of any of its employee/workmen under the Workmen Compensation Act. Act or any other laws for the time being in force.
7. THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Workmen Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGORS is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGORS.
8. THAT, if at any time due to exigency, the OBLIGEE i.e. the West Bengal State Electricity Distribution Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGOR/OBLIGORS or for any other reason , the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR/OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR/OBLIGORS.
9. THAT, the OBLIGOR/OBLIGORS 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/OBLIGORS.

SIGNED AND DELIVERED

BY THE OBLIGOR/OBLIGORS

.....
Signature

WITNESS

1 Signature

Name, Designation

2. Signature

Name, Designation