



WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Government of West Bengal Enterprise)

Planning, Investigation & Design Department

Data Centre Complex(4th Floor), Action Area- 1, Street no. 41,
33/11KV Sub-stn Campus (near DLF-1), New Town, Rajarhat, Kolkata- 700 163

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CIN : U40109WB2007SGC113473

NleT No: PIDD/Balason/NleT/2021-'22/106/16

Date: 20.01.2022

SECTION- 1

NOTICE INVITING e-TENDER

West Bengal State Electricity Distribution Company Limited (WBSEDCL), a Government of West Bengal Enterprise, intends to develop Balason HE Project 38 MW in Darjeeling District, West Bengal.

In this connection, the Chief Engineer, Planning, Investigation & Design Department (PIDD), WBSEDCL invites e-tender in two parts for the work of *following Project* from bona-fide, resourceful and technically sound developers having experience in execution of similar nature of work as per qualification criteria mentioned in this NleT Document in the form of technical and financial proposals.

Name of the Work:	Construction & Installation of two (02) nos. Notch and Recording of gauge discharge data at intake points of Balason River and Rongbong River for proposed Balason HEP (38MW) in Darjeeling District, West Bengal
Location of the work Site:	Notch to be installed at suitable location near the intake points of Balason River & Rongbong River. The Lat-Long of intake points is provided below : Balason Intake 26° 57'17.86"N 88° 12'41.49" E Rongbong Intake 26° 54'37.32"N 88° 11'38.53" E
Access to the Project:	The intake locations is about 70 km from Siliguri
Estimated Project Cost:	Rs. 19,71,819.00 (Rupees Nineteen Lakh Seventy One Thousand Eight Hundred Nineteen only) excluding GST
Earnest Money:	Rs. 40,000.00 (Rupees forty thousand only)
Validity of Earnest Money (In Case of Bank Guaranty:	180 (One Hundred and Eighty) days from the Bid submission start date with a claim period of three (03) months and subject to further extension, if, required.
Construction Time	Four (04) months from the date of handing over the site, reckoned as zero date.
Discharge measurement	Twelve (12) months after construction and installation of notches at both intake points.

Time:	
Total Completion: Time	Sixteen (16) months from the date of handing over the site, reckoned as zero date.
Bid Validity Period:	Bids shall remain valid for a period not less than 180 (One Hundred and Eighty) days from the date of opening of Financial Bid. If the bidder withdraws the bid before the period of bid validity, the Earnest Money deposited by the Bidder(s) will be forfeited forthwith without assigning any reason thereof.

1. Scope of Work:

The scope of work generally covers the following:

- Installation of Rectangular notch over Balason Intake and Rongbong Intake in Darjeeling District, West Bengal.
- Recording and submission of the discharge data taken on both Notch.

Scope of the Work has been detailed in the GCC of NleT.

2. Period of Contract:

The period of contract of the entire work is Sixteen (16) months from the date of handing over the site, reckoned as zero date.

3. Eligibility Criteria:

A. Statutory requirements

- i. The bidders shall have the credential of satisfactory execution of contract (s) in civil construction/maintenance work under any Govt. /Semi Govt. organizations/ Govt. undertaking in hilly areas or experience in construction/maintenance activities related to Hydro-electric projects execution anywhere in India having value not less than the amount equal to 50% of the estimated cost for a single contract during last five (05) years.
- ii. Copy of EPF registration Certificate.
- iii. Copy of I.T. Return for financial years (FY '18-'19 & '19-'20, '20-'21)
- iv. Copy of PAN Card,
- v. Copy of final GST registration Certificate,
- vi. Copy of Professional Tax (PT) Payment Certificate (enrollment) and PT return for FY 2020-21
- vii. Copy of ESI registration Certificate/ Medclaim.
- viii. Documents in support of credential: Copy of orders & completion certificates. (Original may have to be produced for verification).
- ix. Copy of Trade License
 - A declaration must be furnished for non applicability of no. ii, v, vi & vii of above.

B. Commercial requirement

- i. Average annual turnover during last two years shall not be less than 30% of the estimated cost.
- ii. Working capital in the FY 2020-'21, proceeding the year of bid submission shall not be less than 30% of the estimated cost.

In case documents certifying unutilised credit facility from a scheduled bank are submitted, the requirement given in Cl. No. (ii) shall be judged by adding available credit facility and working capital taken together.

- Annual audited (for whom audit of accounts is mandatory) financial report for last 03 (three) years is to be submitted for verification in respect of bidders.

4. Method of submission of bid (Registration of Bidder, Digital Signature Certificate (DSC)):

Bids are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the tender inviting authority form an integral part of the contract. Bidders are required to upload all the tender documents along with the other documents, as asked for in the tender, through the above website within the stipulated date and time as mentioned in this Notice Inviting e-tender (NleT). Bids are to be submitted in two folders-one is TECHNICAL BID and other is FINANCIAL BID. The bidder shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of technical bid.

Bidder needs to download the forms, fill up the particulars in the designated cell and upload the same in the designated location of technical bid. Bidder will download the Bill of Quantities (BOQ), fill up the rates of items in the BOQ in the designated cell and upload the same in the designated location of financial bid. The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Bidders should take note of all the addenda/corrigenda related to the tender and upload the latest documents as part of the tender.

In addition, a complete set of hard copy with un-priced BOQ in spiral binding of all the documentary evidences qualifying for their bid, duly stamped and signed by the authorized person of the bidder as uploaded in the website <https://wbtenders.gov.in> shall have to be submitted with super-scribing of the NleT no., name of the bidder, name of the work etc. in separate sealed envelopes.

In case of any discrepancies between the uploaded documents and the hard copy documents, the uploaded documents will be considered for evaluation.

No conditional bid and/ or incomplete bid will be accepted and WBSEDCL reserves the right to accept/ reject any/ all offers without assigning any reason whatsoever and liable to bear as cost incurred in case of bidding.

5. Covers:

A. Statutory Cover

- a) To be submitted in "FEES" Folder
 - EARNEST MONEY: The same is noted under terms & condition of the Tender.
- b) To be Submitted in 'NleT' Folder –
 - Tender Documents and addenda/ corrigenda, if published and 'Bid Proposal Submission form' as per Proforma given in Section-3 (Forms)

B. Non-Statutory Cover

- a) To be submitted in "Company Details" folder
 - Trade License
- b) To be submitted in "Credential" folder
 - Copy of orders, completion certificates and other documents for work as per requirement of eligibility criteria.
- c) To be submitted in "Financial Information" folder
 - Copy of I.T Return for last two financial years (FY '18-'19 & '19-'20, '20-'21)
- d) Certificate Folder
 - Copy of EPF registration Certificate
 - Copy of I.T. Return for financial years (FY '18-'19 & '19-'20, '20-'21)
 - Copy of PAN Card
 - Copy of final GST registration Certificate
 - Copy of Professional Tax (PT) Payment Certificate (enrollment) and PT return for FY 2020-21
 - Copy of ESI registration Certificate/ Mediclaim
- e) Forms Folder
 - Form C, D & E (if applicable)

C. Financial Proposal: - Financial proposal is to be submitted is the prescribed BOQ sheet in the tender portal.

6. Key Dates:

Sl. No.	Particulars	Date & Time
i.	Date of uploading of N.I.T and Tender documents (online)	21.01.2022 at 16:00 hrs.
ii.	Documents download start date	21.01.2022 at 18:00 hrs.
iii.	Site Visit	25.01.2022, 27.01.2022
iv.	Bid Submission (Technical & Financial) start date	27.01.2022 at 10:00 hrs.
v.	Documents download closing date	17.02.2022 at 17:00 hrs.
vi.	Bid Submission (Technical & Financial) closing date	17.02.2022 at 17:00 hrs.
vii.	Last Date of physical submission of hard copy of tender document with unpriced BOQ	21.02.2022 at 15:00 hrs.
viii.	Date for opening of Technical bid	22.02.2022 at 13:00 hrs.
ix.	Date for opening of Financial Bid.	To be intimated after evaluation of Technical bid

7. Terms and Condition of the Tender:

The amount of EMD against the project shall be Rs. 40,000.00 (Rupees forty thousand only). The bidder shall not claim any interest on Earnest Money Deposit (EMD). Earnest Money in any other than the followings will not be accepted.

a. A bidder desirous of taking part in a tender invited by WBSEDCL shall login to the e-procurement portal of Government of West Bengal <http://wbtenders.gov.in> using his login Id and password.

b. The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD 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.

f. **FORFEITURE OF EMD**

EMD shall be forfeited, if

- The bidder modifies/withdraws the bid after bid opening and during the period of bid validity and/or,
 - The bidder has been found practicing corrupt or fraudulent or collusive or coercive practices during bidding process and/or,
 - The bidder has been found guilty of formation of cartel.
 - The successful bidder fails within the specified time limit to sign the contract agreement and/or,
 - The successful bidder fails within the specified time limit to submit the contract performance security in the form of a Bank Guarantee (BG) of amounting to 03% (three percent) of the contract value of the work.
 - The successful bidder fails to submit unconditional acceptance of LOA within the specified time limit.
- I. Bids shall remain valid for a period not less than 180 (One Hundred and Eighty) days from the date of opening of Financial Bid. If the bidder withdraws the bid before the period of bid validity, the Earnest Money deposited by the Bidder(s) will be forfeited forthwith without assigning any reason thereof.
- II. Quoted rates shall be firm and exclusive of GST. GST shall be paid extra as applicable.

8. Terms of payment:

Payments will be released through Running Accounts (R/A) bills, provided the value of bill amount under construction phase is not less than Rs. 4,00,000/- and Rs. 90,000/- during recording period work or amount considered reasonable by the Controlling Officer of the work. Final payment will be made after successful completion of the work after due certification of the Controlling Officer of the work. Payment will be made through RTGS/ NEFT on submission of GST Tax invoice/ Bill of supply in triplicate. All statutory deductions applicable as per prevalent laws in India shall be made from the bill.

9. Site Visit:

The bidders are strongly advised (though not mandatory) to visit and examine the sites of work and their surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and submission of offer. The cost of visiting the sites shall be borne by the bidder. WBSEDCL may assist interested bidders to see and inspect the sites of work only within prescribed dates mentioned in this NIT.

10. Clearance of Jungles and Cutting of bushes:

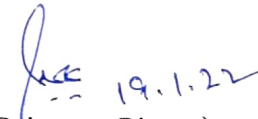
Clearance of jungles and cutting of bushes as required facilitating the work also form part of the contract. Necessary permission of concerned public bodies shall be secured by the owner, if required. The contractor shall ensure that minimum amount of jungles are cleared under the direction of public bodies. However, no payment is admissible in this regard.

11. Right to Reject Bids:

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

12. Contact Person:

Chief Engineer,
Planning Investigation and Design Department
Data Centre Complex(4th Floor), Action Area- 1, Street no. 41,
33/11KV Sub-stn Campus (near DLF-1),
New Town, Rajarhat, Kolkata- 700 163
Phone: (033)2334 1514/1516/1519


(S. Debsarma Biswas)

Chief Engineer
Planning, Investigation & Design Department

SECTION- 2

GENERAL CONDITIONS OF CONTRACT (GCC)

1.1 DEFINITIONS

The following words and expressions shall have the meanings hereby assigned to them:

- 1.1.1 “Contract” means the Contract Agreement entered into between WBSEDCL and the Contractor, together with the Contract Documents referred to therein.
- 1.1.2 “Contract Documents” means the documents listed in Article 3.2 (Contract Agreement) of the Form of Contract Agreement (including any amendments thereto).
- 1.1.3 “GCC” means the General Conditions of Contract hereof.
- 1.1.4 “SCC” means the Special Conditions of Contract.
- 1.1.5 “Day” means calendar day.
- 1.1.6 “Month” means calendar month.
- 1.1.7 “Owner” means WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED, having it’s office at Vidyut Bhavan, Block-DJ, Sector-II, Salt lake, Kolkata- 700 091, CIN:U40109WB2007SGC113473
- 1.1.8 "Engineer- in- charge / Controlling Officer" means the person appointed by the Owner in the manner (Engineer-in-Charge/ Controlling Officer) hereof to perform the duties delegated by the Owner.
- 1.1.9 “Contractor” means the company whose bid to perform the Contract has been accepted by the Owner and is named as such in the Contract Agreement, and includes the legal successors in title to such Company
- 1.1.10 “Contractor’s Representative” means any person nominated by the Contractor and approved by the Owner, hereof, to perform the duties delegated by the Contractor in respect of the contract.
- 1.1.11 “Contract Price” means the sum specified in the Letter of Award (LOA) and includes adjustments in accordance with Contract.
- 1.1.12 “Work” means all the activities as mentioned in the scope of work as described in the NleT.
- 1.1.13 “Site” means the land and other places upon which the proposed project are to be developed and such other land or places as may be specified in the survey and investigation work as in clause no 2.5.1 A in Section-2.
- 1.1.14 “Effective Date” means the date from which the Time for Completion shall be determined. The date of handing over the site will be reckoned as “Effective Date”.

- 1.1.15 “Time for Completion” means the time within which Completion of the Work as a whole (or of a part of the Work where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the relevant provisions of the Contract.
- 1.1.16 “Completion” means that the Work has been completed functionally, so as to provide all necessary data/information/input required for preparation of Detailed Project Report.
- 1.1.17 “Guarantee Test(s)” means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Work or a specified part thereof is able to attain the Functional Guarantees specified in the Technical Specifications.
- 1.1.18 “Letter of Award” means the order placed by the owner to the Contractor for execution of the work.

1.2 INTERPRETATION

- 1.2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around, except where the context otherwise requires.
- 1.2.2 Headings have no significance. The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.
- 1.2.3 The Words incorporating Person(s) or Party (Parties) shall include Firms, Corporations, Government Entities and other Bodies whether incorporated or not but having legal entity.
- 1.2.4 Words have their normal meaning under the language of the Contract unless specifically defined.

1.3 LANGUAGE AND GOVERNING LAW

- 1.3.1 The ruling language of the Contract and the language for communication shall be ‘English’ which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.3.2 This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws prevailing in West Bengal/India.
- The contract shall be executed according to the acts/ laws/ regulations in force in West Bengal/ India and shall be under the jurisdiction of Calcutta High Court only.
- 1.3.3 In respect of any dispute arising out of the Contract leading to litigation, High court, Calcutta or its subordinate court (having competent jurisdiction) shall have exclusive jurisdiction.

1.4 CONTRACT

A formal agreement shall be entered into between the Contractor and WBSEDCL within specified time as mentioned in the Letter of Award for the proper fulfilment of the contract as per standard pro-forma of the Owner (WBSEDCL).

The Contract constitutes the entire agreement between WBSEDCL and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

1.5 NAME OF THE WORK

Construction & Installation of two (02) nos. Notch and Recording of gauge discharge data at intake points of Balason River and Rongbong River for proposed Balason HEP (38MW) in Darjeeling District, West Bengal

1.6 SCOPE OF WORK

The scope of work generally covers the following:

1.6.1 Installation of Notches-

Rectangular notch at intake points of Balason River and Rongbong River in Darjeeling District, West Bengal. The necessary Drawings have been enclosed vide no-PIDD/Balason/Notch/01 and PIDD/ Balason/Notch/02.

The execution of different works for installation of notches should be as per the specification mentioned in the WB PWD schedule or as per the direction of the Engineer-in-Charge (EIC).

1.6.2 Recording and submission of the discharge data-

Recording and submission of the discharge data at intake points of Balason River and Rongbong River

1.6.2.1 In lean season {through notches (November to April or as instructed)}:

A) River training works like construction of wall with bamboos, sand bags, CRM work etc suiting the site condition or as per direction of the Engineer-in-Charge (EIC) for a certain stretch by making stable uniform and straight approach upto the two notches for guiding/channelizing the flowing water through the notches in a single channel. Leakage of water should be prevented.

B) Supply, Fabrication and installation of V-Notch/ Rectangular Notch of required shape and size with graduation at an interval of 5mm, made from 10 mm thick M.S. Plates and 50 x 50 x 6 ISA as LUGS as per drawing and technical specification or as per direction of the E.I.C including supply of all materials, fitting, fixing and including loading, unloading and carriage including head load carriage of the fabricated notches to the site (intake point) of installation on River complete. Leakage of the water around the structure should be prevented.

C) The installed V-Notch/Rectangular notch should be free from weeds, silt and sand on upstream side by removing them periodically when accumulated.

D) Depth of water flowing across the V-Notch/ Rectangular notch (From the depth marking/ graduation) should be recorded thrice a day at 8 a.m., 12 Noon and 4 p.m. and or as directed by the E.I.C. Frequent checks should be there to ensure that Zero level of the notch remains unchanged.

1.6.2.2 In Monsoon Season {By Float method (May to October or as instructed)}:

A) Detail cross –sections (pre-monsoon) of the Rivers bed to be taken on Balason River and Rongbong River at a suitable centre line or as shown by the Department. Spot levels /elevation of the River bed to be taken with reference to nearest recognised Bench Mark/Temporary Bench mark. While taking a particular cross-section of the river bed, levels to be taken at horizontal interval of 1 m and upto 1m above High Flood Level (HFL) along the river cross-section on both banks and at 10m from the C.L. towards the upstream. Detailed drawing of each cross section(s) to be prepared to a suitable scale in consultation with the Controlling Officer of Work and shall be submitted in triplicate.

B) HFL to be indicated in the Cross-sections.

C) Gauge marking on suitable locations/means upto HFL or as shown by EIC is to be made. Length and graduations should be made to read centimetre, decimetre and meter. Painting (White) to be made with one coat of primer and two coats of synthetic enamel paint. Marking are to be made with alternate black and red points at decimetre points. During painting, diversion of water, if necessary, is to be made.

D) Velocity of River to be measured by float method. While measuring the velocity of the River by float method, the travel time of float to be recorded with the help of a stopwatch and the travel distance should be minimum 10 m from CL. Simultaneously the level of flow to be recorded daily at 8 a.m., 12 noon and 4 p.m. and/or as directed by EIC. The standard float should be used and should conform to the water depth and all necessary instruments, tools and tackles viz. float stop watch etc, required for the work shall be procured by the contractor.

Note: - During recording of discharge data using V-Notch/ Rectangular Notch in lean period, it shall be the sole responsibility of the contractor to make all necessary arrangements for recording the depth and flow using suitable methods in case river discharge is just sufficient to cause spill over V-Notch/ Rectangular Notch. e.g., the depth of flow can be measured with respect to the intake trash rack bed level at u/s side considering the same as equivalent to flow over rectangular notch of defined width. Any disruption to recording data due to transition from V-Notch to otherwise and vice-versa should be avoided as far practicable. Similarly, the contractor should be well prepared to start recording the depth and flow using staff gauge, with necessary site preparations as per requirement.

1.6.3 Submission of Cross-section(s) and measured discharge data:

Utmost care should be taken during fixing the cross-section(s), observing and recording of river discharge during lean season as well as during monsoon season. The cross-section(s) taken on Kholas/ Rivers are to be submitted. The observed data shall be recorded in the prescribed format as provided by the Department. Recorded data should be properly preserved. Recorded data are required to submit to the appropriate authority after completion of each month or part of it including for both the sites during monsoon and non-monsoon period.

1.7 PERIOD OF CONTRACT

The period of contract of the entire work is 16 (sixteen) months from the zero date. Zero date should be reckoned from the date of handing over the site. However, installation of two (02) nos notch shall have to be completed within four (04) months from the zero date.

1.8 MODIFICATION/ AMENDMENT

Modification of the terms and conditions of this Contract, including any modification of the scope of the Work, may only be made by written agreement between the Parties and shall not be effective until the consent of the parties has been obtained. However, each Party shall give due consideration to any proposals for modification made by the other Party.

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.

1.9 CONTRACT PRICE

1.9.1 The Contract Price shall be as specified in the LOA and Contract Agreement.

1.9.2 The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

1.9.3 The Contract price shall remain firm throughout the contract period.

1.10 PERFORMANCE SECURITY

1.10.1 The Contractor will have to furnish an irrevocable Performance Security in the form of a Bank Guarantee as per the Owner's Performa, amounting to 03% (three percent) of the contract value of the work (as mentioned in the Letter of Award/ Order) for faithful and due fulfilment of all obligations under the terms and conditions of the contract within 28 (Twenty Eight) days of the placement of the Letter of Award.

1.10.2 The Owner reserves the right to revoke the Bank Guarantee with 15 days notice for non-performance of the contractual obligations.

1.10.3 The Performance Security will initially be valid for a period up to Ninety days (90) days beyond the scheduled Completion date and the Performance Security may be considered for release within a period of Three months after satisfactory observation of the Contract. Performance Security is to be suitably extended when informed by the Controlling Officer and if the situation so arises.

1.10.4 Bank Guarantee shall be on non-judicial stamp paper of appropriate value.

1.10.5 After submission of performance BG and Contract Agreement, EMD of the successful bidder will be released.

1.11 TAXES AND DUTIES

TDS and STDS GST, BOCWW @ 1% and other applicable taxes, if any, will be deducted as per prevalent rules and regulations.
GST will be paid extra as applicable.

1.12 INDEPENDENT CONTRACTOR

The Contractor shall be an independent Contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

Subject to the provisions of the Contract, the Contractor shall be solely and wholly responsible for the manner in which the Contract is performed. All employees, representatives engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Owner, and nothing contained in the Contract shall be construed to create any contractual relationship between any such employees, representatives and the Owner.

1.13 NON-WAIVER

1.13.1 No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

1.13.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

1.14 SEVERABILITY

1.14.1 The validity of the Contract shall not be affected in case one or more of its stipulations be or become legally invalid so long as such stipulation is severable from and not fundamental to obligations of either party of Contract. In such case the party shall negotiate in good faith to replace in valid article/Clause by a stipulation which is in accordance with the applicable law.

1.15 NOTICES

1.15.1 Unless otherwise stated in the contract, all notices to be given under the contract shall be in writing, and shall be sent by personal delivery, Registered post, special courier, facsimile (fax) or Electronic Data Interchange (EDI), e-mail to the address of the relevant party.

1.15.2 Any notice sent by facsimile or EDI shall be confirmed within seven (7) days after dispatch by notice sent by post or special courier, except as otherwise specified in the Contract.

- 1.15.3 Any notice sent by post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after despatch. In proving the fact of despatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by post or special courier.
- 1.15.4 Any notice delivered personally or sent by facsimile shall be deemed to have been delivered on date of its despatch.
- 1.15.5 Either party may change its postal, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.
- 1.15.6 Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

1.16 SETTLEMENT OF DISPUTES

- 1.16.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. Any dispute between the parties as to matters arising pursuant to this Contract which cannot be settled amicably shall be resolved through Arbitration.
- 1.16.2 In absence of any negotiated or mutual consent, Sole Arbitrator will be appointed as per the provisions of Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there-under. A Sole Arbitrator will be appointed having requisite technical expertise in the aforesaid matters after mutual consent of the parties.
- 1.16.3 The Arbitration proceedings shall be held at Kolkata, West Bengal and conducted in English.
- 1.16.4 The cost of the Arbitration shall be borne equally by the parties.
- 1.16.5 Any dispute submitted by a party to arbitration shall be heard by Sole Arbitrator. Such Sole Arbitrator has liberty to make arrangements regarding arbitration proceedings according to dispute involved in the proceedings.
- 1.16.6 The arbitration proceedings will be completed within maximum 12 months from the date of commencement of arbitration proceedings.
- 1.16.7 Notwithstanding any reference to the matter of arbitration herein,
a. The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
b. The Owner shall pay the Contractor any money due to the Contractor except for the work referred to the Arbitrator.
- 1.16.8 However in case of any dispute still stands unsettled then the matter will be settled under the jurisdiction of CALCUTTA HIGH COURT. In no case, for any dispute, the work shall be disrupted by either party.

1.17 CONTRACTOR'S RESPONSIBILITIES

- 1.17.1 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Work and on the basis of information that the Contractor could have obtained from a visual inspection of the Site and of other data readily available to it relating to the Work as on the date of bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Work.
- 1.17.2 The Contractor shall be deemed to have inspected and examined the Site conditions and its surroundings and information available in connection there with and to have satisfied himself (so far as is practicable, having regard to considerations of cost and time) before submitting his Tender, as to: -
- (a) The geological, hydrological and climatic conditions,
 - (b) The extent and nature of work and materials available and necessary for the execution and completion of the Work and
 - (c) The means of access to the Site and the accommodation he may require and in general, shall be deemed to have obtained all necessary information, as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.
- 1.17.3 The Contractor shall acquire in its name all permits, approvals and/ or licenses from all local, state or national government authorities or public service undertakings in India where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's personnel and entry permits for all Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are necessary for the performance of the Contract.
- 1.17.4 The Contractor shall comply with all laws in force in India and the state of West Bengal where the Work are to be executed and where the survey and investigation works are to be carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and binding upon the Contractor. The Contractor shall indemnify and hold harmless the Owner from and against any and all liabilities, damages, claims, fines, penalties and expenses of any Plant, Material and Services that will be incorporated in or be required for the Work and other supplies, whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel and representatives.
- 1.17.5 Notwithstanding any approval, consent, advice or permission given by the controlling officer with respect to the Contractors' program, method of working, contractual plant, temporary work or materials for temporary work, whether required by the contract or not, the Contractor shall remain responsible for execution of the working fulfilment of the contract even though no such approval, consent, advise or permission had been given and

shall have no claim on the owner for additional payment in respect of any cost which was not approved by the owner earlier.

- 1.17.6 The Contractor will arrange for regular Progress Meeting with the owner at a convenient venue as mutually decided between the parties.

1.18 INTELLECTUAL PROPERTY RIGHT

The copyright in all drawings, documents and other materials containing data and information furnished to the Owner by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Owner directly or through the Contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. The Owner shall however be free to reproduce all drawings, documents and other material furnished to the Owner for the purpose of the contract including, if required, for operation and maintenance of the Work and for all legitimate future use. Regarding intellectual property Rights provision of Information technology Act 2000, Patents Act 1970, copy rights Act 1958, Design Act 2000, etc, including subsequent amendments/ Acts, will be applicable at relevant places.

1.19 CONFIDENTIAL INFORMATION

The Owner and the Contractor shall keep confidential and shall not, without the written consent of the party, hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract.

1.20 OWNER'S REPRESENTATIVE

- 1.20.1 Except where otherwise specifically stated, the Controlling Officer or his nominee shall be the Owner's Representative for all matters relating to execution of the contract.
- 1.20.2 The Owner may from time to time change the Controlling Officer of the work. The Controlling Officer shall represent and act for the Owner.
- 1.20.3 All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer, except as herein otherwise provided. All notices, instructions, information and other communications to be given by the Contractor to the Owner under the Contract shall be given to the Controlling Officer, except as herein otherwise provided.

1.21 CONTRACTOR'S REPRESENTATIVE

- 1.21.1 The Contractor shall employ the Key Personnel named in the Schedule of Key Personnel to carry out the functions stated in the Schedule.
- 1.21.2 The Contractor's Representative shall represent and act for the Contractor at all times during the pendency of the Contract and shall give to the Controlling Officer all the

Contractor's notices, instructions, information and all other communications under the Contract.

- 1.21.3 All notices, instructions, information and all other communications given by the Owner or the Controlling Officer to the Contractor under the Contract shall be given to the Contractor's Representative.
- 1.21.4 Any act or exercise by any person of powers, functions and authorities so delegated to him or her shall be deemed to be an act or exercise by the Contractor's Representative.
- 1.21.5 The Owner may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Owner, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations. The Contractor shall remove such person from the Work.
- 1.21.6 If any representative or person employed by the Contractor is removed in accordance with the Contract, the Contractor shall, where required, promptly appoint a replacement.
- 1.21.7 Except as WBSEDCL may otherwise agree, no changes shall be made in the enlisted personnel. If, for any reason beyond the reasonable control of the contractors, it becomes necessary to replace any of the personnel, the contractors shall forthwith provide as a replacement a person of equivalent or better qualification and experience, with intimation to WBSEDCL.

1.22 WORK PROCEDURES

- 1.22.1 The Contract shall be executed in accordance with the provisions of the Contract.
- 1.22.2 The Contractor shall be required to attend all periodical progress review meetings organized by the Controlling Officer or his authorized representative. The deliberations in the meetings shall inter alia include the monthly program, progress of work (including details of manpower, tools and plants deployed by the Contractor vis-à-vis agreed schedule), inputs to be provided by the Owner, delays, if any and recovery program, specific hindrances to work and work instructions by the Owner.
- 1.22.3 The minutes of the meetings shall be recorded. These recordings shall be jointly signed by the Controlling Officer or his authorized representative and the authorized representative of Contractor and one copy of the signed records shall be handed over to the Contractor.
- 1.22.4 The Contractor shall execute, complete and maintain the works strictly in accordance with the Contract to the satisfaction of the Controlling officer and shall comply with and adhere strictly to the instructions and directions of the Controlling officer on any matter (whether mentioned in the contract or not) touching or concerning the works.

1.23 SPECIFICATIONS AND DRAWINGS

The Contractor shall execute the work as per the specification mentioned in the NIT. The Contractor shall be responsible for any discrepancies, errors or omissions in

the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Controlling Officer or not.

1.24 CODES AND STANDARDS

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the prevalent codes and standards (BIS and relevant international standards) at the date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by the Owner.

1.25 TRANSPORTATION

- 1.25.1 The Contractor shall at its own risk and expense transport all the Materials and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.
- 1.25.2 Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Materials and the Contractor's Equipment.
- 1.25.3 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Materials and the Contractor's Equipment to the Site. The Owner shall use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Owner from and against any claim for damage to roads, bridges or any other traffic Work that may be caused by the transport of the materials and the Contractor's Equipment to the Site.
- 1.25.4 For the purpose of survey & investigation, if any explosive materials are required to be carried at the site, necessary clearance from the appropriate Authority may be obtained by the Contractor.

1.26 SETTING OUT/ SUPERVISION/ LABOUR

- 1.26.1 The Contractor shall be responsible,
- (a) For the true and proper setting-out of the Work in relation to original points, bench marks, lines & levels of reference provided by the Controlling Officer or his representative in writing and
 - (b) For the correctness of the position, levels, dimensions and alignment of all parts of the work and
 - (c) For the provisions of all necessary instruments, appliances and labour in connection therewith.

If at any time during the progress of the work, any error appears or arises in the position, levels, dimensions or alignment of any part of the work, the Contractor shall rectify such error to the satisfaction of the Controlling Officer or his representative.

- 1.26.2 The Contractor shall give or provide all necessary superintendence during the execution and maintenance of the Work and shall be constantly on the Site to provide full-time superintendence of the work as the Controlling Officer may consider necessary for the proper fulfilment of the Contractor's obligation under the contract. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective fields and supervisory staff who are competent adequately to supervise the work.
- 1.26.3 The Contractor shall make his own arrangement for the engagement of all labourers and for their payment, housing, fooding and transport. The Contractor shall comply with all the relevant labour laws applicable to the Contractor's personnel, including laws relating to their employment, health, safety, welfare and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable laws, including those concerning safety at work. Further the Contractor shall provide and maintain all necessary accommodation and welfare Work for the Contractor's personnel and shall not permit any of the Contractor's personnel to maintain any temporary or permanent living quarters within the structures forming part of the works.
- 1.26.4 The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labourers and personnel to be employed at the Site.
- 1.26.5 The Contractor shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labourer.
- 1.26.6 The Contractor shall, in all dealings with its labourer, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.
- 1.26.7 The Contractor shall abide at all times with the provisions of the payment of Wages Act 1936, Minimum wages Act, 1948, Owners' Liability Act, 1938. Employee's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Mines Act, 1952, Contract Labour Regulation & Abolition Act, 1970, Employees Provident Funds and Miscellaneous Provisions Act 1952 etc. or any modifications thereof or any other law relating thereto and rules made there under from time to time either by the State or the Central Govt. or Local authorities.
- 1.27 CONTRACTOR'S EQUIPMENT & MATERIALS

All Contractors' Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used for the execution of the Contract. The Contractor shall not

remove the same from the Site without the consent in writing of the Controlling Officer. Unless otherwise specified in the Contract, upon completion of the Work the Contractor shall remove from the Site-all Equipment brought by him and the surplus materials remaining thereon. The Owner shall not at any time be liable for the loss of or damage to any of the Contractor's equipment and material brought by him.

1.28 SITE REGULATIONS, SAFETY AND SECURITY

1.28.1 The Owner and the Contractor shall establish Site regulations, setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Owner, proposed Site regulations. Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Work.

1.28.2 The Contractor throughout the execution and completion of the work and remedying of any defects therein, shall be responsible for the safety of all activities, all persons entitled to be upon the site and keep the Site (so far as the same is under his control) and the Work (so far as the same are not completed or occupied by the Owner) in an orderly state for avoidance of danger.

1.28.3 The Contractor shall provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Controlling Officer or by any duly constituted authority, for the protection of the Work or for the safety and convenience of the public or others, and take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation.

1.28.4 The Contractor shall comply with the requirements provided in the "Safety Codes" as provided in Technical Specifications.

1.29 EMERGENCY WORK

If, by reason of an emergency arising in connection with and during the execution of the Contract, not due to any fault of the Contractor, any protective or remedial work is necessary as a matter of urgency to prevent damage to the completed portion of the Work, the Contractor shall immediately carry out such work with prior consent of the Owner.

1.30 SITE CLEARANCE

1.30.1 In the course of carrying out the Contract, the Contractor shall keep the Sites reasonably free from all unnecessary obstruction and shall store in an orderly condition or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

1.30.2 After Completion of all parts of the work, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, any temporary structure, office, stores, go-downs, quarters and hutments etc. built by him and shall leave the Site clean and safe to the satisfaction of the Engineer-in-Charge.

1.31 WATCHING AND LIGHTING

The Contractor shall, in connection with the work, provide and maintain at its own expense all lighting, fencing and watching when and where necessary or as required by the Controlling Officer for the proper execution and the protection of the work or for the safety and convenience of the occupiers of adjacent property and for the safety of the public or others.

1.32 WORK ON HOLIDAYS

If required, work may be carried out on Sundays and Public Holidays.

1.33 INSPECTION OF CONTRACTOR'S RECORDS/ ACTIVITIES

The Controlling Officer or his authorised representative shall at all times have access to the work and to all workshops and places where work is being executed or from where materials, manufactured articles or machinery are being obtained for the work and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

The Contractor shall permit the Owner or his representative to inspect the Contractor's compliance of maintenance of records relating to the performance of the Contract. This however will not relieve the Contractor from his responsibility for proper execution of the Contract in any manner whatsoever.

1.34 COMPLETION OF THE WORK

1.34.1 The work will be deemed to be completed when all the milestones as per NIT are achieved by the Contractor as per full satisfaction of the Owner/Owner's representative.

1.34.2 If the Controlling Officer notifies the Contractor of any defects and/or deficiencies, the Contractor shall then rectify/mend such defects and/or deficiencies, and shall repeat the procedure described in GCC, up to the satisfaction of the controlling officer.

1.34.3 All works under the contract must be completed by period of completion mentioned in L.O.A, while portions of work as per programme settled in consultation with the Controlling Officer shall be completed by the date stipulated in the said 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 payment of liquidated damages, the Owner shall have the right, without prejudice to any other clauses, to terminate the contract forthwith and to take possession of the balance work / materials (documents and reports along with soft copies) 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 Owner on the account. Any letter in writing by the Controlling Officer shall be treated as conclusive on behalf of the Owner.

1.35 CARE OF WORKS

1.35.1 The Contractor shall be responsible for the care, custody and maintenance of the Work or any part thereof from the date of commencement of the Work until the date of Completion of the Work pursuant to the provisions of the Contract and shall make good at its own cost any loss or damage that may occur to the Work or the relevant part thereof from any cause whatsoever except Force Majeure Risks during such period as per instruction of the Controlling Officer, so that at completion the Work shall be in good order and condition.

1.35.2 The Contractor shall also be liable for any loss or damage to the Work caused by him or his representative in the course of any work or operation carried out by him for the purpose of completing any outstanding Work.

1.36 FORCE MAJEURE

1.36.1 Circumstances/ acts and causes which are beyond the control of either party and which cannot be foreseen with a reasonable amount of diligence and which substantially affect the performance of the contract, such as natural calamities, including but not limited to flood, droughts, earthquakes, major landslide and epidemics, act of any government, domestic or foreign including but not limited to war (declared or undeclared) aggression, internal emergency, mass upsurge, strikes, hostilities, rebellion, embargoes etc. come under the preview of this.

1.36.2 Neither party shall be liable to the other for any loss and/or damage, occasioned by or arising out of “Force Majeure” cause as referred to or defined above. However, in case of “Force Majeure” incidents, the date of completion as referred shall be extended by a reasonable time. Each party shall intimate the other party in writing about the occurrence of such a “Force Majeure” cause within 07 (seven) days of such occurrence.

1.37 EXTENSION OF TIME FOR COMPLETION OF WORK

1.37.1 If the work is suspended or delayed due to reasons beyond the control of the Contractor, the Contractor shall immediately give notice in writing within 07 (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/delay of Work are found to be justified.

1.37.2 Any extension of completion of time as may be granted, shall not affect the validity of this contract in any manner.

1.37.3 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.

1.37.4 Causes for Extension of Time for Completion:

The Contractor may claim an extension of the Time for Completion for the following causes:

- (a) Extra or additional work ordered in writing by The Owner.
- (b) Suspension of work ordered in writing by the Owner.
- (c) Delay by any other Contractor engaged by the Owner, affecting this Contract.
- (d) Delay in handover of site by the Owner.
- (e) Force Majeure Risks.

1.38 LIQUIDATED DAMAGE

1.38.1 If the Contractor fails to complete the Work successfully within the time specified in the Contract or within the extended time of completion or deserts the site then the Owner shall recover from the Contractor as liquidated damages a sum of half percent (0.5%) of the contract value of work for such default for each calendar week or part of a week of delay which shall elapse between the time prescribed or extended time as the case may be and the date of completion of the work.

1.38.2 The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work.

1.38.3 The Owner may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any money in hand due or which may become due to the Contractor. Payment of such deduction of such damages shall not relieve the Contractor from his obligations to complete the work or from any other of his obligations and liabilities under the contract.

1.39 SUSPENSION

1.39.1 The Owner may, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall there upon suspend

performance of such obligation (except those obligations necessary for the care or preservation of the works) until ordered in writing to resume such performance by the Owner.

- 1.39.2 During the period of suspension, the Contractor shall not remove from the Site any Plant and Equipment, any part of the Work or any Contractor's Equipment, without the prior written consent of the Owner.

1.40 TERMINATION OF CONTRACT

- 1.40.1 The Owner, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Contractor.

- 1.40.2 If the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a Corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt

- 1.40.3 If the Contractor,

- a) Has abandoned or repudiated the Contract or
- b) Without valid reason failed to commence work promptly as per requirement of work or has suspended the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Owner to proceed or
- c) Persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without justified reasons or
- d) Refuses or is unable to provide sufficient materials, services or labour to execute and complete the Work in the manner specified in the programme furnished under the contract that cannot give reasonable assurance to the Owner that the Contractor can attain Completion of the Work within the Time for Completion or within the extended time of completion,

Then the Owner shall have right to terminate the 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 Owner shall terminate the contract and call the Contractor to take joint measurement along with the Controlling Officer for the finished portion of the work. If the Contractor does not appear for a joint measurement, ex-parte measurement by the Owner will be taken as final.

In the case of termination of contract by the owner, the Owner 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 realised from

the Contractor, from his pending bills and security money or other securities of the Contractor. If the contract is terminated as above, the Contractor shall have no claim for compensation against the Owner for any loss or deterioration of any materials, documents, report that he may have collected or engaged or entered into on account of the work.

1.40.4 Upon receipt of the order of termination under the contract, the Contractor shall,

- (a) Cease all further work, except for such work as the Owner may specify in the order of termination for the sole purpose of protecting that part of the Works already executed, or any work required to leave the Site in a clean and safe condition,
- (b) Deliver to the Owner the parts of the Work executed by the Contractor up to the date of termination,
- (c) Deliver to the Owner all drawings, specifications, reports, other documents prepared by the Contractor and documents received from other agencies up to the date of termination in connection with the work.
- (d) The Contractor shall withdraw his equipments, machineries if the Owner permits so and clean up the site as instructed by the owner.

1.41 INDEMNIFICATION OF THE OWNER BY THE CONTRACTOR

The Contractor shall keep the Owner, both during and after the term of this Contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the Owner or any Third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of Contract of the Contractor or his representatives, including the use or violation of any copyright work or literary property or patented invention, article or appliance.

1.42 INSURANCE

The bidder on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law in force to protect the 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 contractor's alone.

1.43 VARIATION, OMISSION, ADDITION & ALTERATION

1.43.1 The Engineer-in-charge shall make any variation in the quality or quantity of the work or any part thereof and shall have power to order the Contractor to follow his instructions in respect of the followings:

- (a) To increase or decrease the quantity of any work included in the Contract.

-
- (b) To omit any such work.
 - (c) To change the character or quality or kind of any such work.
 - (d) To change the levels, lines, position and dimensions of any part of the work.
 - (e) To execute any additional/extra work, supplementary item/substituted items of work necessary for the completion of the work.

1.43.2 The above variation shall in no way vitiate or invalidate the Contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the contract price

1.43.3 The Contractor shall not modify the work except under direction in writing by the Owner. 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 shall remain Firm. The Owner reserves the right to alter, amend, and omit or otherwise vary the scheduled 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.

SECTION- 3:- FORMS

A. CONTRACT AGREEMENT
PROFORMA OF AGREEMENT

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

This AGREEMENT MADE thisday of in the year between WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), a company incorporated under Company's Act 1956 having its Registered Office at "Vidyut Bhavan", Block-DJ, Sector-II, Salt Lake City, Kolkata-700091, hereinafter referred to as the "Owner" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART.

AND

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

WHEREAS the Owner invited tender vide Tender Notice No.....
..... (annexed hereto) for "
.....".

AND WHEREAS in pursuance of such invitation for tenders the Contractor submitted a tender offer vide no. dt the Technical bid part of which was opened on and the Financial bid was opened on (the tender offer is in custody of the Owner at present).

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

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

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

SIGNED, SEALED AND DELIVERED

.....

Contractor

.....

Owner

.....

Witness

.....

Witness

.....

Witness

.....

Witness

B. BANK GUARANTEE FOR PERFORMANCE SECURITY

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be executed in non-judicial stamp paper of 100.00)

Ref.....

Bank Guarantee No.....

Date :

To

.....

.....

West Bengal

Dear Sir,

In consideration of West Bengal State Electricity Distribution Company Ltd., (herein after referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with registered/Head office at.....(hereinafter referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract issued by Owner's Letter of Award No.....dated..... for.....(name of work) and the same having been acknowledged by the Contractor, resulting in a Contract bearing No.....dated Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs..... (Rupees in word) being (03%) (Three Percent) of the said value of the Contract to the Owner.

We..... (Name & Address)
having its Head Office at.....(hereinafter referred to as the “Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any or all money payable by the Contractor to the extent of Rs.....as aforesaid at any time up to.....* (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to this Contractor. Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee from time to time to extend the time for performance or the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to enforce any covenants, contained or implied in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor’s liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.....and it shall remain in force upto and including**(day/month/year) and shall be extended from time to time for such period as may be desired by M/s.....on whose behalf this guarantee has been given.

Unless a demand or claim is lodged on us within and including*(day/month/year) we shall be discharged from all liabilities thereafter.

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

WITNESS

.....

(Signature)

.....

(Name)

(Official Address)

Attorney as per Power

Of Attorney No.....

Date.....

.....

(Signature)

.....

(Name)

(Official Address)

* Till 03 (three) months after the validity of the Bank Guarantee

** Upto 03 (three) months after the expiry of warranty/ guarantee period

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank.
2. The sum shall be (03%) (Three Percent) of the Contract Price.
The performance Bank Guarantee/ Security Deposit Bank Guarantee shall be valid as per terms of contract. A period of three (03) months should be added as claimed period from the last date of validity of the Bank Guarantee.

C. BID Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the services for [Insert title of assignment] in accordance with your Notice for Invitation of e-Tender (NIeT) dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statement made in this Proposal are true, except that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications, resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in the Bid document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatures: _____

Name of Firm: _____

Address: _____

D: CERTIFICATE REGARDING SUMMARY STATEMENT OF ANNUAL TURNOVER

This is to certify that the following statement of Annual Turnover is the summary of the audited Balance Sheet arrived in favour of for 02 (two) consecutive years as mentioned below.

Sl. No.	Financial		Remarks
	Financial Year	Turnover in lakh (rounded up to two digits after decimal)	
1.	2019-20		
2.	2018-19		
Total			

Average Annual Turnover (In lakh) considering above:

.....
SIGNATURE OF PRACTICING CHARTERED ACCOUNTANT
WITH SEAL & MEMBERSHIP NO.

.....
SIGNATURE OF THE TENDERER
WITH OFFICE SEAL

E: EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

(To be given by banker of bidder)

BANK CERTIFICATE

This is to certify that M/s

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

Their financial transactions with our bank have been satisfactory. They enjoy the following fund based and non-fund based limits including guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

Sl. No.	Type of Facility	Sanctioned limit as on date	Utilization as on date.....

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

Sd/-

Name of Bank

Name of authorized Signatory.....

Designation.....

Phone No.....

Address.....

SEAL OF THE BANK

F: PROFORMA OF INDEMNITY BOND

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

BY THE PRESENT INDEMNITY BOARD EXECUTED by me/us on this _____ day of _____, I/We _____ having _____ Registered _____ Office 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 (WBSEDCL), a Government of West Bengal Enterprise within the meaning of sec.617 of the Company's Act, 1956 having registered office at Vidyut Bhavan, Block – DJ, Sector – II, Salt Lake, 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 Nos. _____ dated _____ issued by the OBLIGEE after having observing necessary formalities, the details of which is described in the schedule given here under 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 Employee Compensation Act, 1923 (W.C. Act) and/or other laws relating to the Labour Management and Welfare.

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

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

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGORS.
2. THAT the OBLIGOR/OBLIGORS will take/adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE IN ALL CASES.
3. That the OBLIGOR/OBLIGORS undertakes/undertake to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or non-managerial or any other capacity in the area covered under Employee' State Insurance Act, 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 Employees State Insurance Act., who does/do not has/have insurance coverage within the meaning of Employees' State Insurance Act, 1948.
4. That the OBLIGOR/OBLIGORS further undertakes/undertake to engage only those labour, worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act 1948, 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 Employee Compensation 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 Employee 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 (WBSEDCL) as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGOR/OBLIGORS or for any other reason, the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR/OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR/OBLIGORS.
9. THAT the OBLIGOR/OBLIGATOR is/are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/OBLIGATOR.

SIGNED AND DELIVERED

BY THE OBLIGOR/ OBLIGORS

Signature:

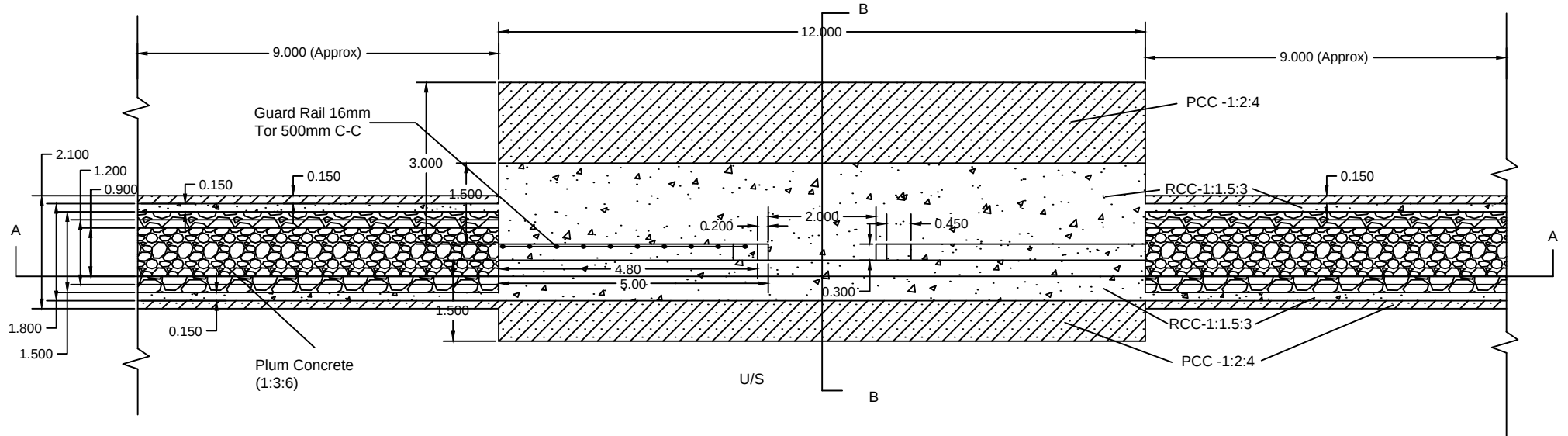
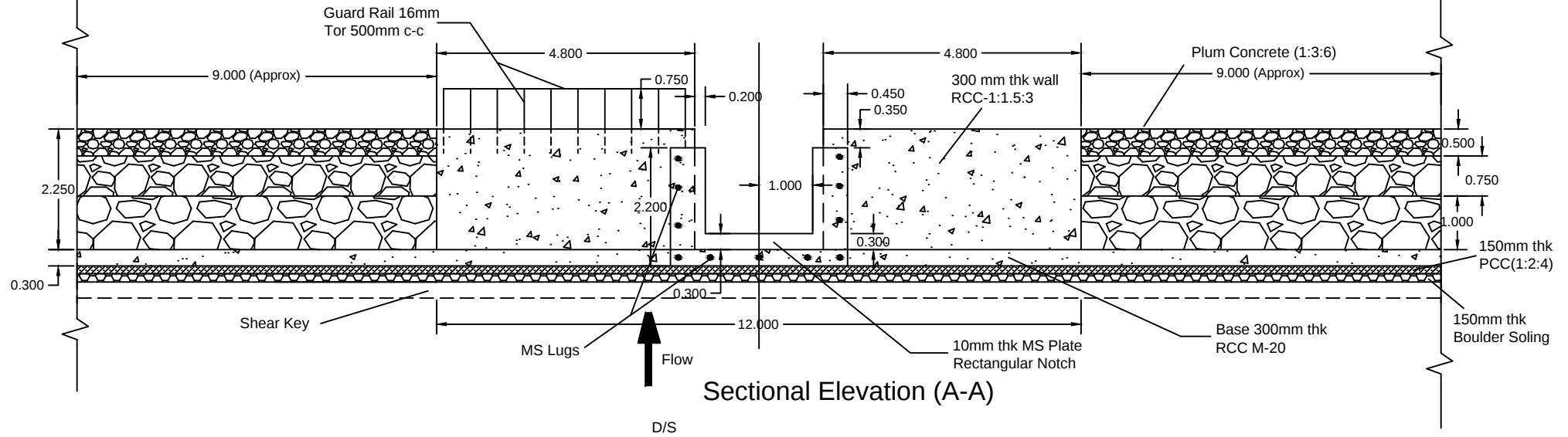
WITNESS:

1) Name & Designation

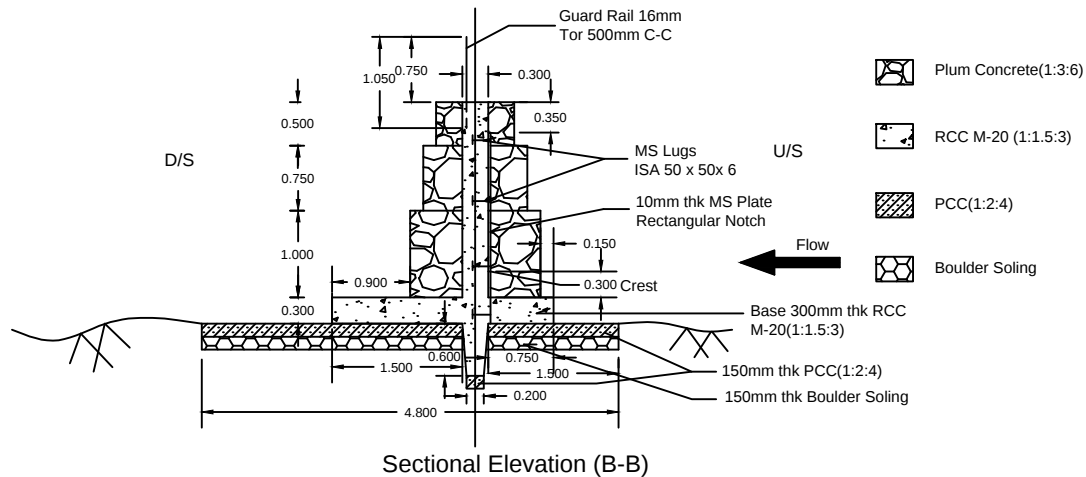
Signature

2) Name & Designation

Signature

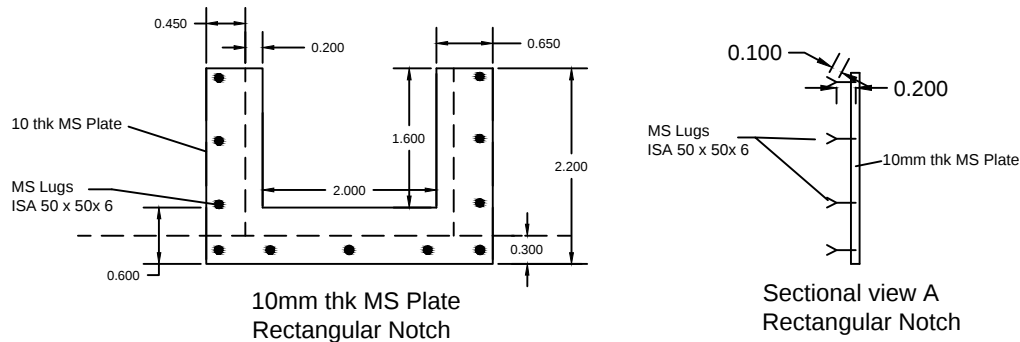


Plan



NOTE:

- i. All dimensions are in meter unless otherwise stated.
- ii. The Rectangular Notch shall be made of MS Plate of 10 mm thick.
- iii. MS Plate for Rectangular-Notch shall have to be placed in U/S face of the concrete (RCC) wall
- iv. MS lugs shall be of at least 200 mm long & made of ISA 50 x 50 x 6
- v. The MS lugs shall be Shop welded with the MS plate
- vi. The RCC shall be of Grade M-20 (1:1.5:3)
- vii. The reinforcement in RCC work in base as well as in wall should be of 10 dia (tor steel)(Fe 500) in both layers @ 150 mm c/c.
- viii. The entire crest of notch should be horizontal, plane surface that forms a sharp right angle edge where it intersects the upstream face.
- ix. The upstream edge of the notch should be machined or filed perpendicular to the upstream face of the weir and should be free of Burrs or Scratches.
- x. The tip of the notch crest should be properly bevelled.
- xi. As per site condition necessary protection work should be provided at the U/S and/or D/S of the notch axis.



 PLANNING INVESTIGATION & DESIGN DEPARTMENT (PIDD)		
Construction of Rectangular Notch over Balason River Intake area for proposed Balason HEP (38 MW)		
Drawing No-PIDD/Balason/Notch/01		
Drawn by	Checked by	Approved by

