



# West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

Diamond Harbour Division: Diamond Harbour -743331

Office of the Divisional Manager, WBSEDCL .  
Kalinagar (Rakhal Thakurtala),  
Diamond Harbour, South 24 Parganas.  
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Website – [www.wbsecl.in](http://www.wbsecl.in)  
Corporate ID No.(CIN)U40109WB2007SGC113473

## NOTICE INVITING E-TENDER

NIT No. DHD/E-TENDER/2100

Date: 06/03/2023

The Divisional Manager, Diamond Harbour Division, WBSEDCL invites e-tender for the work detailed in the table below. (Submission of Bid through online)

### 1. DETAILS OF TENDER

#### i. Name of the work

Laying of and dressing of 3CX400 sqmm XLPE UG cable at different location through Micro-Tunneling method i.r.o 33 KV Incoming sources at proposed Raichak 33/11 KV Sub Station under Diamond Harbour Division of South 24 Parganas Region.

#### ii. Name of the Concerned Office

Diamond Harbour Division, WBSEDCL

#### iii. Estimated Amount (Rs.)

2317716/- (Rupees Twenty three lakh seventeen thousand seven hundred sixteen only)

#### iv. Earnest Money (Rs.)

46354.00/- ( Fourty six thousand three hundred fifty four only)

#### v. Price of Bid documents (Non-refundable) including GST. (Rs.)

Nil

#### vi. Period of Completion

Two (02) Months.

### Important Dates:-

**Bid Opening Date: 20-Mar-2023 10:00 AM**

**Bid submission Start Date : 07-Mar-2023 02:00 PM**

**Bid Submission End Date : 17-Mar-2023 03:00 PM**

**Document Download/ Sale End Date: 17-Mar-2023 03:00 PM**

*f. M. H. / 06/3/23*

Divisional Manager  
Diamond Harbour Division  
W. B. S. E. D. C. L

## **2. ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER**

All intending Bidders are required to produce valid copies of GST registration No., GSTIN, HSN Code & SAC Code, Professional Tax (PT) deposit challans for the last month, copy of IT return for last three financial years (2019-2020),(2020-2021),(2021-2022). PAN no, EPF registration and challan for the last month, E.S.I Registration /proper Mediclaim Insurance Policy and challan for the last month, Trade License in respect of the prospective bidder: proprietorship firm (Trade License), partnership firm (Partnership Deed, Trade License), Ltd. Company (Incorporation Certificate, Trade License). (Non-statutory Documents)

The tenders for this contract will be considered only from those tenderers/bidders (proprietorship firms, partnerships firms, companies, corporations) who meet requisite eligibility criteria prescribed in the below.

### **Work Experiences**

- i. Bonafide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. who have successfully completed 1 no. similar nature of work having value not less than 80% (Eighty percent) of the estimated cost in a single contract or 2 no. similar nature of work having value not less than 50%(Fifty percent) of the estimated cost in 2 contract or 3 no. similar nature of work having value not less than 40% (Forty percent) of the estimated cost in 3 contract during last 7 (seven) years ending last day of the month previous to the applications invited.
- ii. Completion Certificate indicating estimated amount, value of executed work, date of completion of the work, (to be documented through e-filing) and detail communicational address along with contact number of the client should be submitted by the bidder. Completion Certificate from the concerned Executive Engineer/District Engineer/Divisional Engineer or equivalent rank and above will be treated as valid credential. (Non-statutory documents).
- iii. 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 3(three) 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)
- iv. Any kind of adverse records found during the last 3(three) years prior to the date of this NIT, against the agency from WBSEDCL or any other government/semi-government organization related to termination of contract, cancellation of order, poor progress of work, bad-workmanship, adoption of fraudulent practices while bidding procedures etc. on the part of the bidding agency shall be deemed to be ineligible and subsequently rejected in the technical bidding process thereof. A declaration in this respect has to be furnished by the prospective bidders. (Non-statutory documents)

### **Financial Standings**

- i. Working capital in the year preceding the year of the bid submission shall not be less than 30% of the estimated cost, shall be judged by adding available credit facility and working capital taken together.
- ii. Average annual financial turnover during the last 3 years ending 31<sup>st</sup> march of previous F.Y shall not be less than 30% of the estimated cost.

### 3. OTHER DETAILS, RELEVANT DIRECTIVES

- i. In the event of e-filing intending bidder may download the tender document from the website <https://wbtenders.gov> indirectly with the help of Digital Signature Certificate.
- ii. **Earnest Money Deposit (EMD) shall have to be mandatorily in online mode** through as elaborated in the section "Section A: Instructions to bidders" of the bid document. **There is no option for offline submission of EMD through DD/Pay order/Banker's cheque etc. Bids without appropriate earnest money deposit shall be rejected.**
- iii. Technical document should be submitted in technical folder and Financial Bid should be submitted in financial folder concurrently duly digitally signed by the tenderer through the above-mentioned website.
- iv. Technical document and Financial Bid should be submitted online as per the „Date & Time Schedule“ stated in Sl. no.- 04.
- v. The Financial Bid/Price Bid of a bidder will be considered only if his techno-commercial bid is found acceptable by WBSEDCL. Decision of WBSEDCL will be final and absolute in this respect. The list of techno-commercially qualified bidders will be displayed in the said website in due course of time. The prospective tenderer will be considered only if the technical documents of the tenderer found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and absolute in this respect.
- vi. No mobilization/secured advance will be allowed.
- vii. The bids price have been exempted as per guideline.
- viii. Bids shall remain valid for a period not less than 120 (One hundred twenty) days after date of opening of Financial Bid of tender. Bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the tenderer withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
- ix. The bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtained all information that may be necessary for preparing bid and entering into an agreement for the work / works as mentioned in the NIT, before submitting offer with full satisfaction. The costs for visiting the working site shall be at the bidder own expense.
- x. The intending bidders shall clearly understand that whatever may be the outcome of the present invitation of the bid, no cost of bidding shall be reimbursable by the Tender Inviting Authority. The Tender Inviting Authority reserves the right to accept or reject any/all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the bidder at the stage of bidding.
- xi. **Prospective applicants are advised to go through all the details as mentioned in Section – A and Section – B before tendering the bids.**
- xii. The bidder is expected to examine carefully all instructions, conditions, forms, schedules, terms, annexure, specifications and drawings (if provided) 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.
- xiii. Work order & payment of work will be depended on availability of fund. Intending bidders may consider this criteria while submission of tender and quoting their rate through online.
- xiv. No Conditional Bid / Incomplete Tender will be accepted under any circumstances.
- xv. A prospective bidder shall be allowed to participate in the tender either in the capacity of individual or as a partner of firm. If found to have applied severally in a single job, all his offers will be rejected for that job.
- xvi. At any stage during scrutiny, if it is found that the credential or any other papers which the bidder uploaded during bidding process, found incorrect/manufactured/fabricated, that bid will be considered a nonresponsive and outright rejected with forfeiture of Earnest Money and action will be taken as per stipulation of IT Rules in force.
- xvii. Before issuance of Letter of Acceptance/Work order, the tender accepting authority may verify the credential & other documents of the lowest bidder so uploaded online if found necessary. If it is found such document incorrect/manufactured/fabricated, Letter of Acceptance/Work order will not be issued in favor of the bidder under any circumstances and action will be taken accordingly.
- xviii. The Tender Inviting Authority reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained.
- xix. All documents pertaining to the contract including specifications, schedule notices, correspondences, operating and maintenance instruction, drawing or any other writings be written shall be in English language.

## SECTION – A: INSTRUCTION TO BIDDERS

### **GENERAL GUIDANCE FOR e-TENDERING**

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

#### **Registration of Contractor**

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

#### **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 website stated in clause-2 of Guideline to Bidder DSC is given as a USB e-Token. .

#### **Submission of Tenders:**

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

#### **Technical-commercial proposal**

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

*i. Statutory Cover file containing , It*

contains two parts:

- **N.I.T. folder:** Contains downloaded and uploaded copies (Digitally Signed) of N.I.T. and Addenda/Corrigenda: if published.
- **Annexure/Forms folder:** Contains all the declarations by the bidder i.e. Letter of Bid (Annexure- 1), pro-forma of "Letter of Undertaking" (Annexure –2), Form of Inedibility Bond (Annexure-3), Form of Contract Agreement, (Annexure –4). Pro-forma for Bank Guarantee. Annexure –3 and Annexure –4 are to be exclusively submitted by successful bidder only.

*ii. Non Statutory / Technical Document Cover file containing ,*

- Copy of I.T. return for last 3 (three) financial years,
- PAN, GST registration No., GSTIN, HSN Code & SAC Code.
- Professional Tax Clearance Certificate / Professional Tax (PT) deposit receipt challan for the last month.
- EPF registration certificate and challan for last month.
- E.S.I Registration/Proper Mediclaim Insurance Policy.

**v. Requisite Credential Certificates for completion of at least 1 no. similar nature of work having value not less than 80% (Eighty percent) of the estimated cost in a single contract or 2 no. similar nature of work having value not less than 50%(Fifty percent) of the estimated cost in 2 contract or 3 no. similarnature of work having value not less than 40% (Forty percent) of the estimated cost in 3 contract during last 7 (seven) years ending last day of the month previous to the applications invited.**

- Information if any regarding any past and current litigation with WBSEDCL/WBSETCL or any other Govt. agency/PSU in which the bidder is involved, the party"s concerned and disputed amount.
- **Similar Nature of Work Means:** Laying of 33KV or 11KV XLPE cable through micro tunneling or excavation method.
- Financial Turnover: Average annual financial turnover during the last 3 years ending 31<sup>st</sup> march of previous F.Y Shall not be less than 30% of the estimated cost
- Other information as mentioned in below table.

**Financial proposal:**

The financial proposal should contain the following documents in one cover (folder) i.e. bill of quantities (BOQ). The contractor is to quote the rate item wise (Offering above / below / at par) online through Computer in the space marked for quoting rate in the BOQ. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

**Note:** The above stated non-statutory / technical documents should be arranged in the following manner. Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents. **Failure of submission of any of the above mentioned documents will render the tender liable to be rejected for both statutory & non statutory cover.**

Sl.	Category Name	Sub-category Descriptions	Details
i.	Certificates	Certificates	<p>Electrical contractor's license with supervisory competency certificate suitable for erection and installation of 33/11 KV Sub-Station</p> <p>PAN Card.</p> <p>Copy of I.T. return for last 3 (three) financial years (2019-2020),(2020-2021),(2021-2022)</p> <p>GST registration No., GSTIN, HSN Code &amp; SAC Code</p> <p>Professional Tax Clearance Certificate for the last month</p> <p>EPF registration certificate and challan for last month</p> <p>E.S.I Registration certificate / Proper Medical Insurance Policy and challan for last month Nov-2022).</p> <p>Information if any regarding any past</p> <p>WBSEDCL/WBSETCL/Govt./PSU in which the bidder is involved, the party's concerned and disputed amount.</p>
ii.	Company Details	Company Details	Partnership deed, Co-operative society by law, MOA, Tradelicense, Company registration certificate (if applicable)
iii.	Credentials	Credentials	<p>a) Performance as prime contractor for execution of similar nature of work for last 7 (seven) years and details of work in hand.</p> <p>b) Documents of Credential (in the form of copy of orders and work completion certificates against the same order) of executing 1 no. similar nature of work having value not less than 80% (Eighty percent) of the estimated cost in a single contract or 2 no. similar nature of work having value not less than 50%(Fifty percent) of the estimated cost in 2 contract or 3 no. similar nature of work having value not less than 40% (Forty percent) of the estimated cost in 3 contract during last 7 (seven) years ending last day of the month previous to the applications invited.</p>

## TERMS & CONDITIONS

### Opening of Tender

- i.* Technical proposals will be opened by authorized representatives of WBSEDCL from the web site stated using their Digital Signature Certificate. Intending tenderers may remain present if they so desire.
- ii.* Cover (folder) for statutory documents will be opened first and if found in order, cover (folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- iii.* Summary list of technically qualified/eligible tenderers will be uploaded online and can be checked by logging in to <https://wbtenders.gov.in> (the web portal).
- iv.* While evaluation the authorized representatives of WBSEDCL may summon any of the tenderer & seek clarification/information or tenderers may be asked for producing original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.
- v.* The Financial Bid 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.
- vi.* The WBSEDCL does not bind itself to accept the lowest 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.

### Penalty for suppression / distortion of facts

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

### Rejection of Bid

The employer (Tender Accepting Authority) reserves the right to accept or reject any bid and to cancel the bidding processes and reject all bids at any time prior to the Award of Contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's (Tender Accepting Authority) action.

### Award of Contract

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

The successful bidder will have to submit an Agreement and Indemnity Bond in prescribed format given in ANNEXURES before commencement of the work which will incorporate all agreements between the Tender Accepting Authority and the successful bidder. After acceptance of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents stated in NIT of the concerned work within time limit to be set in the letter of acceptance.

**Also, successful bidder(s) will have to create vendor id through WBSEDCL web portal Vendor's Corner, if not created earlier.**

### Responsibility of Bidders

- i.* 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.
- ii.* 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.
- iii.* 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.
- iv.* The bidder is expected to examine carefully all instructions, conditions, forms, schedules, terms, annexure, specifications and drawings (if provided) in the bidding document. Failure to comply with the requirements of bid submission will be at the bidders own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.

### **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.

### **Clarification of Bidding document**

In case of 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 Manager, Diamond Harbour Division at least 05(five) days before the bid submission closing date.

### **Bid prices**

The bidder has to quote as per the instructions mentioned in A.1.3.2. Further it should be noted that **the quoted rate 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.

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.

Prices indicated in the schedule of prices deemed to include all the levies/duties/taxes/cess and all other incidentals payable as per statute. The tax imposed under GST will be as per applicable laws. IT will be deducted as per rules. TDS under GST will be applicable as per laws.

### **Earnest Money**

A bidder desirous of taking part in a tender invited by offices of WBSEDCL shall login to the e- Procurement portal of Government of West Bengal <https://wbtenders.gov.in> using his login-id and password. The bidder shall select the tender to bid and initiate payment of Earnest Money Deposit.

Following payment option are available for paying EMD amount through on line mode,

- i. Net-banking through Payment gateway.
- ii. RTGS/NEFT Payment: on selection of RTGS/NEFT as the payment mode, the 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.

### **General Instruction for Online payment**

- i. The bidder will have to mandatory pay through Net-banking facility once Net banking mode is opted for payment.
- ii. 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 24Hrs. to avoid any complicity.
- iii. 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).
- iv. 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.

### **Refund of Earnest Money**

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.

### **Forfeiture of Earnest Money**

Earnest money shall be forfeited in case of following,

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

### **Period of validity of Bids**

The validity of the tender shall be 120 (One Hundred Twenty) days from the date of opening of price bid or revised price bid, if any. But prior to the expiry of the original validity period WBSEDCL may request extension in the period of validity for a maximum period 90 (Ninety) days. The bidder may refuse the request without forfeiting his bid security. Whereas bidders agreeing to the request will not be required or permitted to modify their respective bids, but will be required to extend the validity or their bid securities correspondingly.

### **Evaluation and comparison of bids**

On examination of document submitted under different covers WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step. Evaluation of bid will include and will take into account,

- i. The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.
- ii. 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.
- iii. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
- iv. WBSEDCL has the right to cancel the tender at any stage if credentials of the bidder are found unsatisfactory.

### **Taxes, duties and other levies**

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

All other taxes/duties/levies/cess payable by the bidder shall be included in the bid price and no claim on this behalf will be entertained by the owner. The tax imposed under GST will be as per applicable laws. TDS under GST to be deducted as per laws.

### **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.

### **Corrupt or fraudulent practices**

WBSEDCL expects that bidders/contractors observe the highest standard of ethics during the procurement and execution of such contracts. If it is found any time that the bidder/contractor recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the contract, proposal for award of contract will be rejected and subsequently the contractor will be declared to be ineligible either indefinitely or for a stated period of time. In pursuance of this policy, the owner defines the terms for the purpose of this provision,

- i. **Corrupt practice:** 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
- ii. **Fraudulent Practice:** 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 non-competitive levels and to deprive the owner of the benefits of free and open competition.

### **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.

### **Penalty for suppression / distortion of facts**

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 deemed 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.

**Amendment of bidding documents**

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.

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. Typical procedure of such inclusions is as per following,

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

## SECTION – B:GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION FOR ELECTRICAL WORKS

### **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.

- i.* The **Company/Purchaser/Owner/Department** shall mean the West Bengal State Electricity Distribution Company Limited (WBSEDCL), having its head office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata-700091.
- ii.* The **Engineer-in-Charge / Supervising Officer/Controlling Officer** shall mean the engineer deployed by the company for the purpose of this contract.
- iii.* **Company's representative** shall mean any person or persons of the Company, 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.
- iv.* The **Contractor** shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successor and permitted assignees.
- v.* 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.
- vi.* The terms **services** shall mean all works to be undertaken by the contractor as laid down under the head "Scope of Work" or elsewhere in the specification enclosed. When the words "approved", "subject to approval", "as directed", "accepted", "permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of company.
- vii.* **Writing** shall indicate any manuscript, type written, printed or other statement reproduced in any visible form.
- viii.* **Date of contract** shall mean the date on which the notification of award of contract / letter of award / telex award has been issued.
- ix.* **Zero Date** will be reckoned from the date of handing over of site. **Month** shall mean calendar month.
- x.* **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.

### **SCOPE OF WORK**

Laying of 15.9 km 400 SQ MM 33 KV XLPE cable for 2 nos 33 KV line from "Diamond Harbour Gss to Siddha Suburbia 33/11 kv stn "under Diamond Harbour Division of South 24 Parganas Region.as per direction of the concerned Engineer.The quantity as indicated in this document is provisional and should not be taken as firm. The extent to which the work should actually be executed will depend on scope & circumstances at the time of execution of work.

### **EARNEST MONEY**

Discussed in detail in A.2.9.

### **MANNER OF EXECUTION OF CONTRACT AGREEMENT**

- i.* The Successful tenderer within 7 (seven) days of receipt of LOI / order, shall submit his unconditional acceptance in writing failing which the Department shall have the right to terminate the LOI / Order as per rule and earnest money, submitted along with the tender will be forfeited. As earlier mentioned, successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner, if not created earlier.
- ii.* The successful bidder shall be required to execute an Agreement (as per specimen enclosed as ANNEXURE) on a non-judicial stamp paper of Rs. 100/- with the company with all related documents for satisfactory execution of the work.
- iii.* 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.
- iv.* The agreement shall be signed in original and five (05) photo copies. The original agreement shall be retained by the Company and a copy will be handed over to the Contractor.

## SECURITY DEPOSIT

On receiving tenderer's acceptance for the work the earnest money deposited with the tender will be automatically converted to form a part of security money deposited. An additional sum of security money, if required, shall be deposited by the tenderer to constitute initial security money of 2% (two percent) of ordered value. Further additional security money shall be deducted from the progressive bills at 1% (one percent) of each such bill so that the total deduction together with 2% (two percent) Security money already taken shall constitute not less than 3% (three percent) of the total value of works as actually done. All security money shall be refunded after expiry of the period of maintenance/the guarantee period/defect liability period which shall be 12 (Twelve) months normally as stated below, if not otherwise mentioned in the work order after completion of the work. This period of maintenance shall be counted from the date of completion of job.

### Refund of Security Deposit

Refund of Security deposit shall be subject to Company's right to deduct/appropriate its dues against the contractor under this contract or any other contract. The Security Deposit for bids shall be released only after satisfactory expiry of the guarantee period/defect liability period and certified as such by the controlling officer of the work upon written request by the contractor.

- i. In case of 33KV Cable Laying or other similar nature of works, the defect liability period will be considered 12 (Twelve) months or expiry of one Calendar Year, i.e. from January to December whichever is later and any defects arise should be rectified to the satisfaction of the engineer.
- ii. 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 33KV Cable Laying or other similar nature of works, the defect liability period will be considered 12 (Twelve) months or expiry of one Calendar Year, i.e. from January to December whichever is later.

### DEFECT LIABILITY PERIOD

- i. The term "defect liability period" shall mean the period of 12 (Twelve) 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.
- ii. Additionally, in case of any defect of work is detected by the Engineer-in-Charge/Controlling Officer within the period of 12 (Twelve) months, the defect liability period shall continue beyond 12 (Twelve) months or till the expiry of one Calendar Year, i.e. from January to December whichever is later.
- iii. Defects / rectification work so notified shall have to be attended and completed satisfactorily within the specified date or as deemed justified by the Controlling Officer. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by Security Deposit.
- iv. 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 Engineer-in-Charge / Controlling Officer of the work will recommend for release of Security Deposit.

### GENERAL REQUIREMENT

- i. The contractor shall execute, complete and maintain the work as per direction of the Engineer-in-Charge/Controlling Officer of the work or his representative.
- ii. *Contractor to submit programme:* Within 14 (fourteen) days from the date of issue of order, the contractor shall submit a programme showing the order, procedure and method in which he proposes to carry out the work.
- iii. *Contractor's staff at site:* The Contractor shall provide at site his authorized representative duly approved by the Engineer-in-Charge / Controlling Officer (approval may be withdrawn for a person, if necessary). The contractor and / or his authorized representative are to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative will receive (on behalf of the contractor) direction and instructions from the Engineer-in-Charge / Controlling Officer or his representative.
- iv. *Removal of persons employed at site:* The Engineer-in-Charge / Controlling Officer shall be at liberty to ask the contractor to remove from the site any person, employed by the contractor in the execution of work, who in the opinion of the Engineer-in-Charge / Controlling Officer misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the work without the permission of the Engineer-in-Charge / Controlling Officer.
- v. *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 Engineer-in-

Charge / Controlling Officer or his representative shall at his own expense rectify such error to the satisfaction of the Engineer-in-Charge / Controlling Officer.

- vi. *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.
- vii. *Care of works:* From the commencement to the completion of the works, the contractor shall take full responsibility for the care of permanent works, therefore and of all temporary works and in case of any damage, loss, or injury to works or to any part thereof or to any temporary works due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the works shall be in good order and 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.
- viii. *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.
- ix. *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.
- x. *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 Engineer-in-Charge/Controlling Officer.

#### **LABOUR LICENCE**

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

#### **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-V) after placement of order.

#### **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 / Engineer-in-Charge shall have to be obtained.

#### **MATERIALS AND QUALITY OF MATERIALS, WORKMANSHIP**

All materials including cement and steel, equipments, required for the job, are to be supplied by the contractor. The WBSEDCL will have right to test any material(s) at any moment, if found necessary. In that case the contractor will be liable to take appropriate actions, which include the cost of testing and other incidentals. Authenticated document for confirmation of quality of material, purchased by the contractor, shall have to be submitted on demand by the Supervising Officer / Engineer-in-charge. All the work shall be executed with the materials as specified and with best workmanship and in the best manner to the satisfaction of the Engineer-in-Charge / Controlling Officer.

For timely completion of the work, the bidder / contractor must have to deploy all necessary equipment, tools & tackles and machineries to execute the work at a time to perform all works simultaneously as per requirement of WBSEDCL.

#### **DRAWINGS (As per requirement)**

The work shall be carried out as per the instruction and to the satisfaction of the Engineer-in-Charge / Controlling Officer in accordance with the signed drawings (if needed), the specifications and schedule of quantities and all instruction which may be given by the Engineer-in-Charge / Controlling Officer or his authorized representative from time to time.

#### **DEFECTIVE MATERIAL**

If in the opinion of the Engineer-in-Charge / Controlling Officer or his authorized representative, 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 the work, he shall be at liberty to order the removal of the said materials and the contractor will have to 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.

#### **MEASUREMENTS AND TERMS OF PAYMENT**

- xi.* All items of work along with specification of materials and the mode of measurement in accordance with relevant P.W.D. schedule of rates, unless otherwise stated (applicable at site of work), carried out by the contractor 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 the work carried out can be ascertained and determined there from mode of measurement shall be followed as describe in PWD Schedule of rates.
- xii.* Measurement will be taken jointly by the supervisory officer or his authorized representative and bythe contractor or his authorized representative. In this regard, the contractor shall arrange and provide all necessary facilities along with necessary manpower for measurement of work at his owncost. Every measurement thus taken shall be signed and dated by both the parties. Generally, the metric system measurement shall be used exclusively in the contract.
- xiii.* 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.

#### **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.

#### **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 maybe 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 contractprice. Payment shall be made as per actual execution.

#### **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 Engineer-in-Charge / Controlling Officer and submit their proposal. However, the Engineer-in-Charge / Controlling Officer 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 here,

- i.* The rates of all supplementary items shall be decided on pro-rata basis from the existing items in thecontract.
- ii.* When above clause shall not be applicable, the rates shall be taken from P.W.D.(W.B.) schedule of rates for building works effective from 01.11.2017 with all corrigenda and addenda issued upto 01.11.2019 or published up to the time of submission of bids plus / minus the contractual rate of quotation.
- iii.* In case of inapplicability of both the above mentioned clauses, the rates should be analyzed, to the mutual acceptance from present market rates of different elements involved in the item, against documentary evidence, with 5% overhead, contractor's profit as 10% and 1% cess towards BOCWWC Act,1996. In that case contractual rate of quotation will not be applicable.

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

#### **COMPLETION OF CONTRACT**

All works under the contract must be completed by period of completion mentioned in N.I.T. while portions of work as per programme settled in consultation with the Engineer-in-Charge / Controlling Officer or his authorized representative shall be completed by the date stipulated in the programme. It isto 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 inwriting by the Engineer-in-Charge / 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 Companyon that account. Any letter in writing by The Engineer-in-Charge / Controlling Officer shall be treated as conclusive on behalf of the Company.

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

#### **TERMS OF PAYMENT**

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 Engineer-in-Charge / Controlling Officer shall be released against certification by the Supervising 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.

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 claims, 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 amount of overpayment on demand.

The Manager (F&A), Diamond Harbour Division, WBSEDCL will be the Paying Officer of the work.

#### **EXTENSION OF TIME**

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

#### **LIQUIDATED DAMAGE**

If the Contractor shall fail to complete the works within the time prescribed herein or extended time for completion, then the Contractor shall pay to the WBSEDCL a sum amounting to 0.5% (half percent) of the value of works as liquidated damages of such default for every week or part of a week which shall elapse between the time prescribed or extended time as the case may be and the date of completion of the works subject to a maximum of 10% (ten percent) of the total contract price.

The WBSEDCL may, without prejudice to any, other method of recovery deduct the amount of such damages from any money in their hand due or which may become due to the contractor. The payment for deduction of such damages shall not relieve the contractor from his obligation to complete the work or from any other his obligations and liabilities under the contract.

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. All the facts will be thoroughly examined by Engineer-in-Charge/ Controlling Officer and corresponding delay analysis will be done, based on that decision regarding the imposition/exemption of L.D. will be taken by the competent authorities of WBSEDCL.

#### **DEDUCTION OF TAXES AND CESS**

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 these deductions certificate will be issued as per rules.

If it is obligatory under the provision of Income tax Act 1961 to deduct tax at source then the same will be deducted from the bills as applicable. TDS under GST to be deducted as per laws. Same has been already discussed in A.2.11.

#### **DEDUCTIONS OF PROVIDENT FUND AND REMITTANCE THEREOF IN RESPECT OF 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 (any related work 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 labors 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.

#### **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.

## **SUB-LETTING OF CONTRACT**

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

## **ENGINEER'S DECISION**

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

## **LIABILITY OF ACCIDENTS AND DAMAGE**

The Contractor shall be responsible for the loss, damage or depreciation of the Company's materials while in their custody and until the same was taken over by the company. Until the completed work is taken over by the Company, the Contractor shall also be liable for and shall indemnify the Company in respect of all injury to person or damage to property resulting from negligence of the Contractor or his workman or sub-contractor or for defective workmanship etc.

## **SECURITY 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 site 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.

#### *i. Serious Injuries*

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

- Providing first aid at his own First Aid Station.
- Taking the injured person to the hospital along with the "Injured on work" form duly filled in.
- Conveying the report of the accident to WBSEDCL.

#### *ii. 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.

### **IDLE LABOR / MACHINERY:**

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

## **SETTLEMENT OF DISPUTES**

All disputes concerning question of act arising under the contract shall be decided by the Owner / Company on receipt of written appeal by the Contractor. Any dispute or differences arising out in connection with this contract shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subjected to settlement under the jurisdiction of Kolkata High Court. When the work is done near any place where there is risk of drowning, all necessary equipments shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work. These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot. The person responsible for the compliance of code shall be named by the bidder. To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement made by the bidder shall be open to inspection of the employer and WBSEDCL. Notwithstanding the above clause there is nothing in those of exempt the bidder from the operation of any other Act or Rule in force in the Republic of India. All storage, handling & use of flammable liquids shall be under the supervisions of qualified persons. First aid arrangements with the degree of hazard and numbers of workers employed shall be maintained in a readily accessible place throughout the whole of working hours.

## **COMPANY'S RIGHT TO TERMINATED CONTRACT**

The following circumstances may lead to termination of the contract,

- i. If the contractor fails to start the work within a month from the date of issue of Letter of Intent / Work Order, the WBSEDCL shall have the right to cancel the Letter of Intent / Work Order with forfeiture of earnest money (Converted into initial security) without giving any notice to the contractor.
- ii. If the contractor neglects or fails to proceed with the work proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time for completion or within the extended time approved by the WBSEDCL, the WBSEDCL shall have right to terminate the Work Order / Letter of Intent after giving notice in writing to the contractor. If the contractor fails, after 14 (fourteen) days of such notice, to proceed with the work in the matter notified, the WBSEDCL shall terminate the contract and call the contractor to take joint measurement along with the Engineer for the finished portion of work. If the contractor does not appear for a joint measurement, ex-party measurement by the WBSEDCL will be taken as final. In that case the WBSEDCL shall take possession of the work site and engage other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and security money. In the contract terminated as above, the contractor shall have no claim for compensation against the WBSEDCL for any loss or deterioration of any materials that he may have collected or engaged or entered into an account of the work.

## **RISK PURCHASE**

In the event of failure of the contractor to execute the work timely and / or to the satisfaction of West Bengal State Electricity Distribution Company Ltd., the order / letter of Award may be terminated prematurely and the balance work may be got done through any other agency at risk and cost of the contractor.

## **HOLIDAY LISTING**

This contract will be guided by the policy on „Holiday Listing of Contractors“ / Agencies / Firms / Companies where the owner may debar the agency from getting further tender papers for such time which shall be applicable as per the rules of owner's apart from other penal measures mentioned in General Conditions of Contract

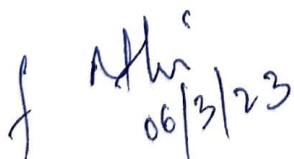
## **ENGINEER-IN-CHARGE / CONTROLLING OFFICER & SUPERVISING OFFICER**

The Divisional Manager, Diamond Harbour Division Office, WBSEDCL shall be the Engineer-In-Charge/Controlling Officer. The Engineer-In-Charge / Controlling Officer at his discretion may nominate his representative for proper execution of the job. The Divisional Engineer(Tech-2) Diamond Harbour Division Office, WBSEDCL shall be the Supervising Officer. The Supervising Officer at his discretion may nominate his representative for proper execution of the job.



## ADDITIONAL DIRECTIVES

- i. For timely completion of the work the contractor must have to deploy all necessary equipment, tools & tackles and machineries adequate shuttering to execute the work at a time to perform all works simultaneously as per requirement of WBSEDCL.
- ii. The entire work shall be inspected by WBSEDCL representative from time to time at site as necessary. The Contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of the site, WBSEDCL shall have the right to reject any work not conforming to the specification without being liable for any explanation or compensation. The authorized representative of WBSEDCL shall have the free access to the work site, contractor site office and store.
- iii. During the execution of the work, if any, problem arises which is not covered by the specifications, the contractor shall seek necessary clarification and instruction from WBSEDCL. Such instruction shall be binding on the contractor and shall be observed in full.
- iv. The Contractor shall make his own arrangement for the labour, construction equipment, tools and tackles and construction materials, construction water, office/labor accommodation, water supply, sanitation.
- v. Electricity for construction purpose, if supplied by WBSEDCL, the charge shall be borne by the Contractor at the rate specified by WBSEDCL. The Contractor cannot claim any compensation for any failure in such supply caused due to any reason whatsoever in case of non-availability of electricity for construction purpose from WBSEDCL. The Contractor has to arrange the same at his own cost.
- vi. The Contractor shall strictly follow the construction safety rules, regulations and instructions issued from time to time. In absence of any particular reference the Contractor shall refer to the Indian Standard and also the State Government rules and regulations.
- vii. The contractor shall take all precautions during execution, especially while excavating underground works, such as cables, pipelines, drains etc. and provide all possible precautions to these works and in case they are damaged, rebuild / divert them at his own cost.
- viii. All guarantees and test certificates obtained by the contractor during the execution of the work shall be transferred to the WBSEDCL before issue of the final payment.
- ix. The Contractor shall provide all necessary storage at the site in specified areas for all materials such as timber, cement, lime and such other materials which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open in such manner that all such material shall be duly protected from damage by weather or any other cause. All such stores shall be cleared after completion of work and the entire site shall be clean and free from debris. All material shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.
- x. All works are to be carried out with due regard to the convenience of the occupants of the premises or road users and with close coordination with other Contractors who may be working on that area. All arrangements / program of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accident to the occupants, users & workers. The Contractor must see that all damages to any property, which in the opinion of the Controlling Officer are due to the work of Contractor, are promptly rectified as per direction and to his satisfaction. The construction of work must be done in such a way as not to dislocate or disturb any sewerage system and existing other structures.
- xi. It must be clearly understood that WBSEDCL is indemnified by the Contractor against payment of any compensation or award on account of any accident, injuries, and damages and if any such payment have to be made by WBSEDCL under order of appropriate authorities, the same shall be recovered from the Contractor.
- xii. Any services if affected by the work must be restored by the Contractor on emergency basis at his own cost.
- xiii. After completion of work, the finishes shall be of high quality and approved standard.
- xiv. No omission or ambiguities in the drawing or in the specifications will relieve the contractor from responsibility for material or completeness of the work.
- xv. All drawings supplied with the bid documents are tentative / for guidance only.

  
06/3/23  
Divisional Manager  
Diamond Harbour Division  
W. B. S. E. D. C. L.

**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,....., 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 ----- (Name of the Company)
3. All information furnished by us in respect of fulfillment 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 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 Bid security and banning/ delisting of our firm and all partners of the firm etc.

Signature of the Bidder Dated

.....

FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER IN INSTALMENTS BY WBSEDCL FOR PERFORMANCE OF ITS CONTRACT

**INDEMNITY BOND**

THIS INDEMNITY BOND is made this ..... day of ..... 20. by ..... a Company registered under the Companies Act, 1956/2013 (with amendment from time to time)/Partnership firm/proprietary concern having its Registered Office at .....(hereinafter called as 'Contractor' or 'Obligor' which expression shall include its successors and permitted assigns) in favour of West Bengal State Electricity Distribution Company Limited, a company incorporated under the Companies Act, 1956/2013 (with amendment from time to time) having its Registered Office at VidyutBhawan, Block-DJ, Sector – II, Bidhannagar, Kolkata – 700 091 and its project all over the state of West Bengal (hereinafter called "WBSEDCL" which expression shall include its successors and assigns):

WHEREAS WBSEDCL has awarded to the Contractor a Contract for .....vide its Notification of Award/Contract No. .... dated .....and Amendment No. ....(applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which WBSEDCL is required to handover various Equipment to the Contractor for execution of the Contract.

AND WHEREAS by virtue of Clause No. .... of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of WBSEDCL for the Equipment handed over to it by WBSEDCL for the purpose of performance of the contract/Erection portion of the Contract (hereinafter called the "Equipment".)

NOW THEREFORE, This Indemnity Bond witnessed as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at (amount in words \_\_\_\_\_) to be handed over to the Contractor in instalments from time to time for the purpose of performance of the contract, the Contractor hereby undertakes to indemnify and shall keep WBSEDCL indemnified, for the full value of Equipment. The Contractor hereby acknowledges receipt of the initial instalment of the equipment per details in the schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent instalments of the Equipment as required by WBSEDCL in the form of Schedules consecutively numbered which shall be attached to this Indemnity bond so as to form integral parts of this Bond. It is expressly understood by the Contractor that handing over the despatch title documents in respect of the said Equipments duly endorsed by WBSEDCL in favour of the Contractor shall be construed as handing over the Equipment purported to be covered by such title documents and the Contractor shall hold such Equipments in trust as a Trustee for and on behalf of WBSEDCL.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at WBSEDCL project Site against all risks whatsoever till the Equipment are duly used/erected in accordance with the terms of the Contract and the Plant/Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by WBSEDCL. The Contractor undertakes to keep WBSEDCL harmless against any loss or damage that may be caused to the Equipment.
3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.

4. That WBSEDCL is and shall remain the exclusive Employer of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by the Employer or Employer's Representative in this regard. Further, WBSEDCL shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, mis-utilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of WBSEDCL to return the equipment without any demur or reservation.

5. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Employer's Representative as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at its own cost and/or shall pay the amount of loss to WBSEDCL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to WBSEDCL against the Contractor under the Contract and under this Indemnity Bond.

6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of WBSEDCL, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

**SCHEDULE No. 1**

Particulars of the Equipment handed over	Quantity	Particulars of Dispatch title Documents
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Value of the Equipment Signature of the Attorney in token of receipt

RR/GR No.

date of lading

Carrier

For and on behalf of

M/s.....

WITNESS

1. Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....

2. Signature.....

Authorised representative

Name.....

(Common Seal)

Address.....

(In case of Company)

Indemnity Bonds are to be executed by the authorized person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

## FORM OF CONTRACT AGREEMENT

SERVICES CONTRACT AGREEMENT BETWEEN West Bengal State Electricity Distribution Company Limited AND M/s. .... (Name of Contractor) ...../JOINT VENTURE (JV) OF M/s. ....(Name of Lead Partner).... (THE LEAD PARTNER OF THE JV) AND M/s..... (Name of Other Partner)..... (THE PARTNER OF THE JV) [Use as applicable]

THIS CONTRACT AGREEMENT No. .... (also referred to as „Services Contract“) is made on the .... day of ..... 20....

BETWEEN

(1) West Bengal State Electricity Distribution Company Limited a company incorporated under the laws of Companies Act 1956/2013 (with amendment from time to time) and having its Registered and its Corporate Office at Vidyut Bhawan, Block-DJ, Sector – II, Bidhannagar, Kolkata – 700 091 Office (hereinafter called "the Employer" and also referred to as "WBSEDCL")

AND

(2) M/s .....(Name of Contractor) ....., a company incorporated under the laws of Companies Act 1956/2013 (with amendment from time to time) and having its Principal place of business at .....(Address of Contractor) ..... and Registered Office at .....(Registered address of Contractor)..... (hereinafter called "the Contractor" and also referred to as ".....(insert abbreviated name of the Contractor) ..... ")

WHEREAS the Employer desires to engage the Contractor for providing all the services inter-alia including ..... for the complete execution of the ..... (insert name of Package along with name of the Project)..... as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

Contract Documents (Reference GCC Clause 2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

VOLUME – A

1. This Contract Agreement and the Appendices thereto.
2. Invitation for bids (Reference No..... dated.....)
3. Pre-bid clarification (Reference No..... dated.....)
4. Letter of Intent (Reference No..... dated.....)
5. Mutually agreed contract(Project) execution plan (Reference No..... dated.....)
6. Contract Performance Bank Guarantee (Reference No..... dated.....)
7. Letter of Award (Reference No..... dated.....)

VOLUME – B

3. "Bidding Documents" comprising of the following:  
The Bidding Document is a compilation of the following and shall include amendments.... to ....., if any, thereto:

- a. VOLUME – I: Condition of contract:**
- |              |   |
|--------------|---|
| Section I:   | Invitation for Bid (Section - IFB)      |
| Section II:  | Instructions to Bidders (Section – ITB) |
| Section III: | General Conditions of Contract (GCC)    |
| Section IV:  | Scope of Works                          |

- a. VOLUME – II: Bid –Proposal Sheets& Forms etc.:**

: Sample Forms and Procedures (FP)

Section-I

1. Bid Form & Price Schedule
  - 1.1 Bid Form
  - 1.2 Price Schedule
2. Form of Notification by the Employer to the Bank

Applicable for forfeiture of Bank Guarantee

Applicable for conditional claim pending extension of Bank Guarantee by the bidder.

4. Form of „Notification of Award of Contract“ for Installation of Plant and equipment
5. Form of Contract Agreement

Appendix-1: Terms and Procedures of Payment (GCC-22)

Appendix-2: Insurance Requirements (GCC-42)

Appendix-3: Time Schedule( GCC-23)

Appendix-4: Scope of Works and Supply by the Employer( GCC-13)

6. Performance Security Form
  7. Form of Taking over Certificate
  8. Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in installments by Employer For performance of its contract
  9. Form of Authorization Letter
  10. Form of Trust Receipt for Plant, Equipment and Materials received
  11. Form of Extension of Bank Guarantee
  12. Format for Evidence of Access to or Availability of Credit/ Facilities
  13. Form of Operational Acceptance
  14. Form of Taking Over Certificate
  15. Form of Certificate of Financial Parameters for QR

Section II: Price Schedules

Section-III: Project Management System (PMS), Quality Assurance & Evaluation Mechanism, Documentation & PMA

**b. Volume-III: Technical Specifications, Drawings:**

Section I: Construction Standard

Section II: Tender Drawings

VOLUME – C

4. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.)

Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed.

Definitions (Reference GCC Clause 1/SCC Clause 1)

- 1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

**Article 2. Contract Price and Terms of Payment**

Contract Price (Reference GCC Clause 7)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of ..... (amount in

words)..... (.....(amount in figures) .....), or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the Contract price is as under:

Sl. No.	Price Component	Amount
1.	Local Transportation and other Incidental Services	Included in Installation Services
2.	Installation Services	
3.	Training Charges (if required)	Not Applicable
Total for Services Contract		

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

#### Terms of Payment (Reference GCC Clause 22)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Terms and Procedures of Payment hereto.

#### Article 3. Effective Date for Determining Time for Completion

##### 3.1 Effective Date (Reference GCC Clause 1)

The Time of Completion of Facilities shall be determined from the date of the Notification of Award i.e., from .....

#### Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

##### List of Appendices

Appendix 1	Terms and Procedures of Payment ( GCC-22)
Appendix 2	Insurance Requirements (GCC-42)
Appendix 3	Time Schedule (GCC-23)
Appendix 4	Scope of Works and Supply by the Employer ( GCC-13)

#### Article 5.

The Contract Agreement No. .... has also been made on the ..... day of .....20...., between the Employer and the Contractor for the Erection Contract (hereinafter referred to as the "Contract") for the subject package which includes Survey, planning, design, engineering, assembly manufacturing, testing, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning and documentation of all items and WBSEDCL supplied material required to complete the Electricity Infrastructure works in ..... **Sub-Station / areain..... District of West Bengal** which inter-alia include construction of New 33/11 kV Substation, construction of 33 kV lines & 11 kV lines and new 33KV source for existing 33/11 kV substations spread all over the for the complete execution of the ..... (insert name of Package alongwith name of the Project).....

Notwithstanding the award of contract under one separate contracts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of the total contract to achieve successful completion and taking over of the facilities by the Employer as per the requirements stipulated in the Contract. It is expressly understood and agreed by the Contractor that any default or breach under any part of the „Contract“ shall automatically be deemed as a default or breach of the „Entire Contract“ also and any such breach or occurrence or default giving the Employer a right to terminate the „Contract“ either in full or in part, and/or recover damages there under the Contract, shall give the Employer an absolute right to terminate the „Contract“ at the Contractor’s risk, cost and responsibility, either in full or in part and /or recover damages under this „Contract“ as well. However, such breach or default or occurrence in the „Contract“ shall not automatically relieve the Contractor of any of its responsibility/ obligations under this „Contract“. It is also expressly understood and agreed by the Contractor that the equipment /materials supplied by the

Employer free of Cost to Contractor for this "Contract" when installed and commissioned by the Contractor under this „Contract" shall give satisfactory performance in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and  
on behalf of the Employer

Signed by for and  
on behalf of the Contractor

.....  
Signature

.....  
Signature

.....  
Title

.....  
Title

in the presence of

in the presence of

(Separate Contract Agreements shall be executed by the Employer and the Contractor in accordance with the Construction of the Contract stipulated at BDS Clause [ITB 30.4]. The forms of Contract under both Alternative i.e., a & b shall be used).

--End-