

West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)



Raiganj Regional Office, Administrative Building, 1st Floor
Shibbari, Mohanbati, Raiganj, Uttar Dinajpur

Tele-Fax No: 03523-252237

E-mail address: rmrredcl@gmail.com

NOTICE INVITING e-TENDER

NIT No: RM/RO/C/ETENDER/16-17/04

Dated: 20 .01.2017

The SE & Regional Manager, Raiganj Regional Office, WBSEDCL, Raiganj, Dist-Uttar Dinajpur invites e-Tender in two parts (Part-I: Techno-Commercial, Part-II-Financial) for the work detailed in the table below (Submission of Bid through online.)

Sl. No.	Description of works	Estimated Amount (Rs.)	Cost of Tender Document (Rs.)	Period of completion (in months)	Earnest Money Deposit (EMD) (Rs.)
A.	Construction of 01 no. of Power Transformer Plinth and 05 nos. of CT & VCB foundation plinth in the premises of following 33/11 KV Sub-Stations: Bikore, Kahata, Itahar, Hemtabad, Lodhan under DDUGJY Scheme in the Dist-Uttar Dinajpur.	Rs. 4, 28, 499.00	Rs. 500.00 (Rupees Five Hundred Only.) (Non Refundable.)	03 (Three) Months from the date of Handing over of site.	Rs. 8, 570.00 (Rupees Eight Thousand Five Hundred Seventy only.)
B.	Construction of 02 nos. of Power Transformer Plinth and 02 nos. of CT & VCB foundation plinth in the premises of following 33/11 KV Sub-Stations: Harirampur, Mahipur, Kushmandi under DDUGJY Scheme in the Dist-Dakshin Dinajpur.	Rs. 3, 88, 782.00	Rs. 500.00 (Rupees Five Hundred Only.) (Non Refundable.)	03 (Three) Months from the date of Handing over of site.	Rs. 7,7 80.00 (Rupees Seven Thousand Seven Hundred Eighty only.)

1. In the event of e-filling, intending bidder may download the tender documents from the website <http://www.wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary cost of tender documents (tender fees) and Earnest money may be remitted through Demand Draft/Banker's Cheque on any scheduled bank approved by RBI in favour of the W.B.S.E.D.C.L payable at Raiganj and also to be documented through e-filling. The original Demand Draft/Banker's Cheque against Tender Fee, Earnest Money Deposit (E.M.D) should be submitted physically to the Office of the Regional Manager, Uttar Dinajpur, Regional Office, WBSEDCL, Raiganj, Dist-Uttar Dinajpur-733134, failing which the tender will be treated as cancelled.

2. Both Technical Bid and Financial Bid are to be submitted concurrently under sealed cover duly digitally signed in the website <http://www.wbtenders.gov.in>.

3. Tender documents may be downloaded from website and submission of Technical Bid and Financial Bid will be done as per date and time schedule stated below.

4. The Financial Offer of the prospective bidder will be considered only if the Technical Bid of the bidder is found qualified by the department. The decision of the department will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

5. The bidder(s) is/are to submit the hard copy of Demand Draft/Banker's Cheque against Tender Fee, Earnest Money Deposit (E.M.D) physically at the office address mentioned above.

6. Eligibility Criteria for participation in the tender.

a. Bonafide,experienced,reliable,resourceful agencies of WBSEDCL/WBSETCL/WBPDCL/Central Govt. / State Govt./Semi-Govt./Undertaking Organization etc. having successfully completed similar nature of work of value not less than 50% of estimated amount in a single contract after 30th December, 2013 are only eligible to participate in the tender. Completion Certificate indicating Estimated Amount, Value of work-done, Date of completion of the work and details

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]

b. Bidders having valid PAN, Sales Tax/VAT registration Certificate, Professional tax challan, Service tax Registration Certificate, ESI registration if applicable, EPF registration certificate and up to date challans are to be accompanied with the technical bid documents.

[Non-statutory documents]

c. Registered labour Co-operative Societies are required to furnish valid Bye law, current Audit report, Minutes of last A.G.M., valid certificate from A.R.C.S along with other relevant supporting papers.

[Non-statutory documents]

d. Income tax Acknowledgement Receipt for the latest Assessment year, P.T. Deposit challan for the year 2012-13, 2013-14 & 2014-15, 2015-16, PAN Card, VAT Registration Certificate are to be accompanied with the technical bid documents.

[Non-statutory documents]

e. 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 05(Five) years .Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect through affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated as non responsive.)

f. In case of Proprietorship, Partnership Firms and Company, Tax Audit Report are to be furnished along with the Balance Sheet with profit and loss account and all the documents along with the schedules forming the part of Balance Sheet and profit & loss account should be in favour of applicant. No other name along with applicant's name in such enclosure will be entertained.

[Non-statutory documents]

g. The prospective bidders should own or arrange through lease hold registered agreement, the required plant and machineries. Conclusive proof of ownership in favour of owner or leaser of plant and machineries in working condition shall have to be submitted.

[Non-statutory documents]

h. Registered Partnership Deed for partnership firm only along with power of Attorney is to be submitted. The company shall furnish the Article of Association and Memorandum.

[Non-statutory documents]

i. Joint ventures will not be allowed.

j. A prospective bidder shall be allowed to participate in a particular job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a job, all his applications will be rejected for that job without assigning thereof.

7. Running payment for the work may be made to the executing agency as per availability of fund. The executing agency may not get a running payment unless the gross amount of the running bill is 50(Fifty) lakhs or 20% of the tendered amount whichever is less. Provisions in Clause(S) 7, 8 & 9 contained in W.B Form No. 2911(ii) so far as they relate to quantum and frequently of payment is to be treated as superseded.

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

9. Constructional labour Welfare Cess @ 1% (One percent) of cost of construction will be deducted from every bill of the selected agency, which is included in the rate of items provided in the P.W.D Schedule Of rates.

10. Bid shall remain valid for a period not less than 120(One Hundred and Twenty) days from the date of opening of financial bid. If the bidder withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited without assigning any reason thereof.

11. If the Office happens to be closed on the last date of the submission of Original Demand Drafts/ Bankers' Cheque for the cost of tender document and Earnest Money deposit/opening of the Technical bid & Financial Bid as specified in the tender notice, the corresponding last date shall be deemed to be extended to the next working day (excluding Saturday) up to the same specified time & all other dates remaining unaltered.

12. **Earnest Money:** Earnest Money/ Bid guarantee amounting to 2% (Two Percent) of the estimated amount /Tender Amount have to be submitted in the form of Bank Draft/Banker's Cheque on any scheduled bank approved by RBI drawn in favour of the "**West Bengal State Electricity Distribution Company Limited**" payable at **Raiganj** only.

13. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work as mentioned in the Notice Inviting tender(N.I.T),before submitting offer. The cost of visiting the site shall be borne by the bidder.

14. The intending bidders shall clearly understand that whatever may be the outcome of the present invitation of bids, no cost of bidding shall be reimbursable by the Department. The Department reserves the right to accept or reject any offer without assigning any reason whatsoever as is not liable for any cost that might have been incurred by any bidder at any stage of bidding.

15. Prospective applicants are advised to note carefully the minimum qualification criteria mentioned in "Instructions to Bidders" stated in Section-"A" before putting up their bids/tenders for the works.

16. Conditional/Incomplete tender will not be accepted under any circumstances.

17. The intending bidder(s) are required to quote the rate online.

18. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper of any bidder is incorrect/manufactured/fabricated, that bidder would not be allowed to participate in the tender and the application of the said bidder will be rejected without any prejudice.

19. The department reserves the right to cancel the N.I.T due to unavoidable circumstances and without assigning any reason whatsoever, and no claim from any bidder, will be entertained in this respect.

20. Qualification criteria:

The tender inviting and accepting authority will determine the eligibility of each bidder. The bidders shall have to meet all the minimum criteria regarding:

- A) Financial capacity.
- B) Technical capability comprising of personnel & equipment capability.
- C) Experience/Credential.

The eligibility of a bidder will be ascertained on the basis of the document(s) in support of the minimum criteria as mentioned in (A), (B) & (C) above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized. If any document submitted by a bidder is either manufactured or false, the eligibility of the bidder will be rejected at any stage without any prejudice.

21. If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence:

- A) N.I.T
- B) Special terms & Conditions.
- C) Technical Bid.
- D) Financial Bid.

22. **Receiving of cost of tender documents:** Cost of tender documents in the form of Demand Draft (DD)/Banker's Cheque (BC) of any scheduled bank approved by RBI in favour of **WBSEDCL** payable at **Raiganj** shall have to be uploaded (Scanned copies of the originals) on the e-portal on or before the date as mentioned above & originals have to be submitted along with a forwarding letter to this Office on Company Letter head on or before the date as mentioned above.

23. **Receiving Of Earnest Money Deposit (EMD):-**

EMD in the form of Demand Draft (DD)/Banker's Cheque (BC) of any scheduled bank approved by RBI in favour of **WBSEDCL** payable at **Raiganj** shall have to be uploaded (Scanned copies of the originals) along with bid documents on or before the date as mentioned above and originals have to be submitted along with a forwarding letter to the Tender Inviting Authority on a Company Letter Head on or before the date as mentioned above.

24. **Return of EMD of the Unsuccessful tenderer(s):-**

The Earnest Money will be returned by this Office immediately after opening of Financial Bid except lowest bidder.

N.B:

1. WBSEDCL reserves the right to reject or accept any Bid or part thereof or all bids received at its sole discretion without assigning any reasons whatsoever.
2. WBSEDCL reserves the right to go to divisible contract, if necessary.
3. WBSEDCL is not necessarily bound to accept the lowest offer.
4. Cost of the bid document is not refundable under any circumstances.
6. No interest shall be payable for Bid Guarantee/EMD.
7. Any extraneous conditions will be treated as non-responsive.
8. Photocopies of all documents should be self authenticated.

A. Key Date and Time schedule:-

Sl. No.	Particulars	Date & Time
01	Date of uploading/issue of NIT Documents (Online) (Publishing date)	25.01.2017 at 11:00 hrs
02	Documents download/sale start date(Online)	25.01.2017 at 11:00 hrs
03.	Bid submission start date(Online)	25.01.2017 at 11:00 hrs
05.	Last date of submission of Original copies of Demand Draft/ Banker's Cheque for the cost of tender document and Earnest Money deposit at this Office.(Offline)	08.02.2017 at 12:00 hrs
06.	Last date of documents download(Online)	08.02.2017 at 10:00 hrs
07.	Last date of submission of Technical bid and Financial bid.(Online)	09.02.2017 at 16:00 hrs
08.	Bid opening date for Technical Proposals. (Online)	10.02.2017 at 11:00 hrs
	Date for uploading list of technically qualified bidders(Online)	To be notified later.
09.	Date for Opening of Financial bid for technically qualified bidders	To be notified later.
10.	Validity of bid	120 days w.e.f. the date of opening of financial bid.
11.	Completion period of the work(s)	As mentioned above.
12.	Maintenance period or the defect liability period	06 (Six) months from the date of completion of the work.

(B.Dutta)
S.E & Regional Manager,
Regional Office, Raiganj,
WBSEDCL, Uttar Dinajpur

CHECK LIST FOR THE TECHNICAL BID

- 1) Demand Draft (DD)/Banker's Cheque (BC) for cost of Tender document and EMD as prescribed in the NIT.
- 2) Name and address, contact details, registration in detail of Firm/Company/Agency with name of proprietor or partner etc.
- 3) Order copy and Completion Certificate of similar nature of work under any Government/Semi Government/Undertakings/Autonomous/Statutory bodies in single work as Prime Contractor indicating Estimated Amount, Value of work-done, Date of completion of the work and details communicational address along with contact number of the client should be submitted by the Bidder. PAN Card (xerox copy) and Income tax return of last three financial years 2012-13, 2013-14, 2014-15.
- 4) Latest professional tax payment challan for last 6 (six) months.
- 5) VAT registration no. with valid certificate, with current return/challan.
- 6) Service Tax Registration Number & Certificate, with current return/challan.
- 7) EPF registration certificate, with current return/challan.
- 8) ESI registration, with current return/challan, if applicable.
- 9) List of works undertaken during last 03(Three) years in similar nature of work as per enclosed Annexure.
- 10) Trade license.
- 11) If the applicant is an authorized signatory he should submit document of authorization in his favour.

SECTION-A

INSTRUCTION TO THE BIDDERS (ITB)

1. General guidance for e-Tendering:-

- i) Registration for Bidder: - Any Bidder willing to take part in the process of e-Tendering will have to be enrolled with the Govt., e-Procurement System, through log in on to <http://wbtenders.gov.in> (the web portal). The bidder has to click on the link of e-Tendering site as given on the web portal.
- ii) Digital Signature Certificate (D.S.C) :-
 - a) Each bidder is required to obtain a D.S.C for submission of tenders from approved service provider of the National Informatics Centre (N.I.C) on payment of requisite amount. Details are available at the relevant website. D.S.C is given as USB e-token.
 - b) The bidder can search and download N.I.T and the bid documents electronically once he logs on to the said website using D.S.C. This is the only mode of collection of bid document.
 - c) Submission of tenders:-

Tenders are to be submitted through online to the above website in designated folders at a time before the scheduled date and time. The documents are to be uploaded as virus scanned copy dully digitally signed. The documents will get encrypted (transformed into non readable format).

2. Bid Document:

The Techno-commercial bid shall contain scanned copies of the following documents in the two covers (folders):

(a) Statutory Cover Containing the following documents:

1) Tender Fees:-

Demand Draft (DD)/Banker's Cheque (BC) issued from any scheduled bank approved by RBI in favour of the "**West Bengal State Electricity Distribution Company Limited**" payable at **Raiganj**.

2) EMD Fees:-

Demand Draft (DD)/Banker's Cheque (BC) issued from any scheduled bank approved by RBI in favour of the "**West Bengal State Electricity Distribution Company Limited**" payable at **Raiganj**.

3) The rate will be quoted at the B.O.Q. Quoted rate will be encrypted in the B.O.Q under Financial Bid.

4) General Condition of contract & specification for civil works.

5) Special terms and conditions and specification of civil works.

(b) Non-statutory cover containing the following documents::

1. Valid up-to-date VAT registration no. with valid certificate, PAN Card, current Professional Tax payment challans for last 6(Six) months, EPF registration certificate and challans for all of last 6(six) months, Service Tax registration certificate/self-declaration for small service provider (as per given format), copy of IT Return for last three financial years, ESI registration documents (if applicable). Valid Electrical Contractor's License with Supervisory Competency Certificate having part 1,5 or 12, 6A,6B,6C,7A,7B along with experience for conducting similar nature of work inside the ongoing 33/11 KV S/S premises.
2. Job credential (Self attested copies of Orders with work completion certificates from client to establish work experience as required in the N.I.T.)
3. Details of the Equipments.
4. Payment certificate.

N. B:-Failure of submission of any the above mentioned documents will render the bidder liable to be rejected for statutory and non-statutory cover.

The Above non-statutory 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 folders.

Next Click the tab “Click to Encrypt and upload” and then click the “Technical “Folder” to upload the Technical Documents.

SI No	Category Name	Sub category description	Details
A	Certificates	Certificates	1.VAT Registration no with valid certificate 2.PAN card 3.P tax(Challans) up to date 4. EPF registration certificate, 5. Service Tax registration Certificate 6. IT Return for Financial year- 2013-14,2014-15,2015-16
B	Company Details	Company Details-1	1. Proprietorship Firm(Trade License) 2. Partnership Firm(Partnership Deed, Trade License) 3. Ltd. Company (Incorporation certificate/MOA, Trade license) 4. Society (Society Registration Copy, Trade License) 5. Power Of Attorney.
C	Credential	Credential-1 Credential-2	1. Similar Nature of Work done, Order & completion certificate indicating estimated amount, value of work done, date of completion of work which is applicable for eligibility in this tender. 2. Enlistment copy issued by the Department.
D	Manpower	Technical Personnel	List of Technical Staffs along with Structures & Organization (As per NIT)
E	Equipments	Machineries	
F	Payment certificate	Payment Certificate(If applicable)	

3. **Validity of bid:** Bid shall remain valid for a period of 120 (one hundred and twenty) days from the date of opening of price bid or revised priced bid, if any. Prior to the expiry of the original validity period, WBSEDCL may request the bidders for a suitable extension of the validity of the bids.

4. **Earnest Money Deposit (EMD):** The bidder shall deposit the requisite earnest money offline, in the form of Demand Draft/Banker’s Cheque payable to “**W.B.S.E.D.C.L**” payable at **Raiganj** on any scheduled bank approved by RBI within stipulated deadline and shall also upload the same with the bid.

EMD will be returned by this Office immediately after opening of Financial Bid except successful bidder. The successful bidder’s EMD will be converted into Security Deposit. No interest shall be paid by WBSEDCL on EMD.

5. Bid submission:

Bid shall be submitted online within the stipulated deadline. WBSEDCL may at its discretion, extend the deadline of bid submission by issuing an amendment. In that Case all rights and obligations of WBSEDCL and the bidders previously subject to the original deadline shall thereafter be subjected to the new deadline as extended.

6. Bid withdrawal/modification:

The bidder may modify or withdraw his bid after submission but within the deadline of bid submission, provided written notice of the modification/withdrawal is received by WBSEDCL prior to the deadline of bid submission. Modification/withdrawal of bid by any bidder after the deadline of bid submission shall result into forfeiture of EMD.

7. Bid opening:

i) Opening of Technical Proposal:-

Technical proposals will be opened by the Departmental Officials electronically from the website using their Digital Signature certificate. (D.S.C)

- (a) Intending bidder(s) may remain present if they so desire.
- (b) 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.
- (c) Summary list of technically qualified tenderer (s) will be uploaded online.
- (d) Pursuant to scrutiny & decision of the department, the summary list of eligible tenderers will be uploaded in the web portals.
- (e) Techno-commercial bids shall be opened only for those bidders whose EMD has been found in order. Bidders' representatives with written authorization (maximum two persons per bidder) may attend bid opening. No electronic recording shall be permitted during bid opening.
- (f) WBSEDCL will scrutinize and evaluate techno-commercial bids. After that the list of techno-commercially qualified bidders and date with time of price bid opening will be notified in the web portal.
- (g) WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.
- (a) The W.B.S.E.D.C.L reserves to instruct the bidders to submit hard copy of any relevant document (and to produce the original document for verification.).During scrutiny and evaluation of bid. Bidders failure to comply to such instruction may lead to rejection of bid.

Right to reject bid:-

W.B.S.E.D.C.L reserves the right to accept or reject the bid wholly or partly, or to split the work in parts and add /delete any of items, without assigning any reason whatsoever.

ii) Financial Proposal:-

The financial proposal should contain the following documents in one cover (Folder) i.e. Bill Of Quantities (B.O.Q). The contractor is to quote the rate (Above/Below/At PAR) online 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 bidder.

Financial capacity of the bidder will be judged on the basis of information furnished in Section-B. Penalty for suppression/distortion of facts.

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

8. Award Of Contract:-

- a) The bidder whose bid has been accepted will be notified by the tender Inviting & Accepting Authority through acceptance letter/ Letter of Acceptance. (L.O.A)
- b) The notification of award will constitute the formation of contract.
- c) All the tender documents including N.I.T & B.O.Q will be the part of the contract documents. After receipt of the L.O.A, the successful bidder shall have to submit requisite copies of contract documents stated in the N.I.T of the concerned work within time limit to be set in the letter of acceptance.

9. Bidders site visit:-

Before submitting the bid, the bidder is encouraged to visit and examine the site and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the work. Such site be at the contractors own expense, risk and responsibility.

10. Cost of bidding:-

The bidder shall bear the all cost associated with the preparation and submission of his bid and W.B.S.E.,D.C.L in no case shall be responsible or liable for this cost, regardless of the conduct or outcome of the bidding process.

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E-mail address: rmrrdcl@gmail.com

Special Conditions Of Contract

Before quoting rates, the bidder (s) are requested to go through the following conditions.

1. The work site being within a running office, work is to be carried out without hampering the regular activities as far as practicable. The Contractor may have to obtain prior permission from the competent authority of the W.B.S.E.D.C.L whenever required.
2. The Contractor may require providing Identity card to his employees at his own cost.
3. The rates are inclusive of all tools and tackles etc required for the work. No extra payment for tools or tackles used by the laborers will be admissible.
4. During execution of the work or/and after completion of the work, work site should be cleaned and kept in tidy condition. All unserviceable materials, debris etc. have to remove from the campus as per norms.
5. The Contractor or his authorized representative should take joint measurement with the Concerned Officers of the W.B.S.E.D.C.L for preparation of bills /final bill of the contractor will be delayed.
6. Any services if affected by the work must be restored by the contractor on emergency basis at his own cost. The Contractor may have to work on Sundays and /or holidays and /or beyond normal Working hours, if so advised, but only with prior permission of the Controlling Officer of the work. No extra payment will be admissible for this.

Labour :-

- 1.1 The contractor shall, unless otherwise provided in the contract, make his own for the engagements of all staff and labour, local or other, and for their payment, housing, feeding and transport. The contractor shall, if required by the controlling officer / supervising officer or their authorized representative, deliver a return in detail, in such form and at such intervals as they may prescribe, showing the staff and the number of several classes of labour from time to time employed by the contractor on site and such information as they may require.
- 1.2 The contractor shall, if required by the controlling officer / supervising officer or their authorized representative, shall arrange for issuance of employment card in such form as they may prescribe in respect of several classes of labour from time to time employed by the contractor on site.
- 1.3 The contractor shall, if required by the controlling officer / supervising officer or their authorized representative, shall arrange for payment of wages to several classes of labour from time to time employed by the contractor in presence of departmental officials at work site on prescribed dates.

1.4 Compliance with labour regulations :

During continuance of the contract, the contractor and his sub contractors shall abide at all times by all existing labour enactments and rule made there under, regulations, notifications and bye laws of the State and Central Government or local authority and any other labour law including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Some of the major labour laws that are applicable to the construction industry are given below. The contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules regulations including amendments, if any, on the part of the contractor, the Employer shall have the right to deduct any money due to the contractor including his amount of security deposit. The Employer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

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

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

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

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GENERAL CONDITION OF CONTRACT

GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION OF CIVIL WORK

1.0 DEFINITION OF TERMS:

- 1.1 The purchaser/ owner/Board/Department/Company shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION CO. LTD., having its Office at Vidyut Bhavan, Block DJ, Sector-II, Kolkata-700 091
- 1.2 The “Engineer-in-Charge/Controlling officer” shall mean the engineer appointed by the purchaser for the purpose of the contract.
- 1.3 Company’s Representatives’ shall mean any person or persons or consulting firm appointed and remunerated by the purchaser to supervise, inspect, test and examine workmanship and materials of the structure to be supplied.
- 1.4 The ‘Contractor’ shall mean the bidder who will be awarded with the contract by the purchaser and shall include the contractor’s executors, administrators, successors and permitted assignees.
- 1.5 The ‘Sub-Contractor’ shall mean the person named in the Contract for any part of the works or any person to whom any part of the contract has been sublet by the contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such persons.
- 1.6 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.
- 1.7 Workmanship shall mean the method/ manner in which the jobs of the different items, whether included in the schedule or not but are required for true and satisfactory completion of the work under this contract, are excluded.
- 1.8 General conditions shall mean all the clauses of general Conditions of the proposed contract stated hereinafter. The Specification shall mean the specification annexed to or issued with general conditions and shall include the schedule and drawings attached thereto.
- 1.9 The term Services shall mean all the work to be undertaken by the contractor as laid down under the head specified ‘scope of contract’ or elsewhere in the specification enclosed. When the word “approved”, “Subject to Approval”, “As Directed”, “Accepted”, “Permitted” etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.
- 1.10 ‘Month’ shall mean calendar month.
- 1.11 ‘Writing’ shall include any manuscript, typewritten, printed or other statement reproduced in any visible form and whether under seal or by hand
- 1.12 The work ‘site’ shall mean all the site of proposed work as detailed in the specification or other place where the work is to be executed under the contract.
- 1.13 ‘Date of Contract’ shall mean the date on which notification of award of contract/letter of award/telex of award has been issued.
- 1.14 ‘Zero Date’ will be started from the date of acceptance of “Letter of Award” by the successful bidder.

2.0 Scope of Work:

The contract comprises of construction ,completion and maintenance of the work as required including provision of all labour, material, constructional plant ,temporary work and everything whether of a temporary or permanent nature required for such construction ,completion and maintenance so far as the necessity of providing the same is specified in or responsible to be inferred from the contract.

3.0 Refund of security deposit:

Refund of security deposit shall be subjected to company’s right to deduct /appropriate its dues against the contractor or under this contract or any other contract. The performance bond /security deposit of all type of bids shall be released only after satisfactory expiry of the guarantee period and certified as such by the controlling officer of the work upon written request by the contractor under the following conditions.

- 3.1 In case of the building works or other similar nature of works the defect liability period shall be considered 06(Six) months or expiry of one full monsoon period i.e. from June to September whichever is later and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of the Engineer.

- 4.0 All type of manufacture’s guarantee/warranty wherever applicable are to be issued /revalidated in the name of the owner by the contractual agency. In case of building work or other similar nature of works the defect liability period shall be considered six month or expiry of one full monsoon period i.e. from June to September whichever is later.

5.0 Refund of Earnest money:

5. The bidder shall deposit the requisite earnest money offline, in the form of Demand Draft/Banker's Cheque payable to "**W.B.S.E.D.C.L**" payable at **Raiganj** on any scheduled bank approved by RBI within stipulated deadline and shall also upload the same with the bid.

EMD will be returned by this Office immediately after opening of Financial Bid except successful bidder. The successful bidder's EMD will be converted into Security Deposit. No interest shall be paid by WBSEDCL on EMD.

6.0 Forfeiture of earnest money/Bid guarantee:-

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

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

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

7.5 In the case of successful bidder, if the bidder fails:

7.5.1 To accept LOI /Order unconditionally and sign contract.

7.5.2 To furnish contract performance bond as per enclosed proforma.

8 Defect liability period:

8.1 **The term defect liability period shall mean the period of 06 (Six) months from the date of Completion of the work.** If any defect has been found within defect liability period the contractor shall be liable to rectify/replace the materials at their own cost and responsibility.

8.2 In case of building or other work of similar nature any defect in the work detected by the Site-in-charge within the period of 06(Six) months from the date of issue of defect liability certificate, the defect liability period shall continue beyond six month or till the expiry of one full monsoon period i.e. June to September.

8.3 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 fulfilment of all obligations, this defect liability period shall be covered by the security money, already submitted by the contractors per clause no 6 above.

8.4 After completion of defect liability period and on completion of satisfactory rectification of defects if any reported with in defect liability period and on receipt of application of the contractor the Controlling Officer of the work shall recommend for refund of the security money.

9.0 Manner of Execution of Contract/Agreement

9.1 The successful bidder has to submit acceptance of the order within 10 days from the date of issue of the order. The successful bidder shall be required to execute an Agreement on non-judicial stamp paper of Rs. 100/- with the company with all related documents for satisfactory execution of the work.

9.2 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 the both parties within 30 days from the date of acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract on behalf of the contractor is to be submitted before signing of the agreement.

9.3 The agreement shall be signed in original and five photo copies. The original agreement shall be retained by the Company and a copy will be handed over to the Contractor.

10.0 General Requirement:

10.1 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.

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

10.3 The contractor shall execute, complete and maintain the work as per direction of the Controlling Officer/Engineer-in-Charge of the work or his representatives.

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

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

- 10.6 Removal of persons employed at site:
The Controlling Officer/Engineer shall be at liability to ask the contractor to remove from the site any person, employed by the contractor in the execution of the work, who in the opinion of the controlling Officer/Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the work without the permission of the controlling Officer/Engineer.
- 10.7 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 at any time during the progress of the work, the contractor on being asked to rectify by the Controlling Officer/Engineer, shall at its own expense rectify such error to the satisfaction of the Controlling Officer/Engineer.
- 10.8 Protection of the work:
The contractor shall in connection with the work provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary if required by the company or by any competent authority for the protection of the work or for the safety and convenience of the public or others.
- 10.9 Care of work:
From the commencement to the completion of the work, the contractor shall take the full responsibility for the care thereof and of all temporary work and in case of any damage, loss or injury to work or to any part thereof or to any temporary work due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the work shall be in good order and conditions and in conformity in every respect with the requirements of the contract. The Contractor shall take every practicable precaution not to damage or to cause injury to any adjoining or other properties or to any person. However even if any damage or injury occurs the contractor shall be responsible in meeting the necessary claims and demands as may be required.
- 10.10 Workmen's compensation for accident or injury to act workmen:
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 cost, charges and expenses whatsoever in respect thereof or in relation thereto.
- 11.0 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.
- 11.1 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 a good and tidy condition to the satisfaction of the Engineer-in-Charge.
- 11.2 Change of Quantity:
The quantity mentioned in the schedule of work is provisional. The owner 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 actual execution.
12. Service Tax:
- 12.1 The bidder has to furnish his service tax registration number. In case the bidder is a small service provider in terms of Finance Act 1994 then he has to furnish one certificate along with his Bid Documents in the following manner:
"That our firm is small Provider in terms of Finance Act 1994 & we need not be registered with the Superintendent of Central Excise under Service Tax Provisions."
- 12.2 Abatement of service tax may be envisaged where service and material element cannot be separated. Service Tax shall be paid as per prevailing statute.
- 13.0 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.
- 14.0 Compliance of Labour Laws:
The contractor shall comply all statutory labour laws to protect the labourers engaged by them. In this connection the contractor will be required to execute an indemnity bond (as per specimen enclosed as Annexure-Enclosed) after placement of Letter of Intent/Order.
- 15.0 Night and Holiday work :
If any work of permanent nature is to be carried out in three shifts and /or Sundays & Holidays prior written permission of the Controlling Officer shall have to be obtained.

16.0 Deduction of Provident Fund and remittance thereof in respect of contract labours:

In respect of casual workers or workers engaged for any job for a very short duration or sporadic nature no employer-employee relationship (for example soil testing, repair of transformer etc. done by outer agency) and engaged in works which are neither preparatory, nor incidental nor any way connected with the main operation of the establishment, deduction of the 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.

17.0 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 deleted altogether. The quoted rate of each item shall remain firm. 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 minus twenty five percent) of the contract price. Payment shall be made as per actual execution.

18.0 Paying authority:

Sl. No.	Paying Authority	Related Works
I.	The Assistant Manager (F&A), Raiganj Region, WBSEDCL, Raiganj, Uttar Dinajpur	Sl. No. (A) & (B) of this NIeT

19.0 Supplementary work:

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

19.1 The rates of all supplementary items shall be decided on pro-rata basis from the existing items in contract.

19.2 When above clause (Cl. No. 19.1) shall not be applicable, the rate shall be taken from P.W.D.(W.B.) schedule of rates for building works, sanitary works, plumbing works & PWD(WB)(Roads) schedule prevailing at the time of submission of bids plus / minus the contractual rate of quotation.

19.3 When clause no. 19.1 & 19.2 above shall not be applicable, the rates should be analyzed, to the mutual acceptance from present market rates of different elements involved in the item, against documentary evidence, with 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.

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

21 Measurement and Terms of Payment:

21.1 All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the Measurement Book/Log Book etc. as prescribed by the company so that a complete record is obtained of all works performed under the contract and the value of the work carried out can be ascertained and determined there from.

21.2 Measurement shall be taken jointly by the Supervising Officer or his authorized representative and by the contractor or his authorized representative. Every measurement thus taken shall be signed and dated by both the parties.

21.3 In the event of failure on the part of the contractor to attend or send his authorized representative after receiving the intimation or to countersign or record objection within a week from the date of the measurement, the measurement taken by Engineer-in-Charge or his authorized representative shall be taken to be correct measurement of the work.

21.4 Progressive R/A bills, against the prayer of the contractor, for an amount of minimum 20% of the ordered value or deemed justified by the Controlling Officer shall be released against certification by the Controlling Officer after deducting the amount already paid or other amount as may be deductible. The bills shall be released within 30 (thirty) days of its submission if all formalities as per terms of contract is maintained. The final bill shall be released on completion of the work in all respect and fulfillment of the contractual obligation by the contractor.

21.5 The company reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment

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

22.0 Completion of the Contract:

All works under the contract must be completed by period of completion mentioned in NIT while portion of the work as per 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 stipulated date/dates aforesaid or within the time as may be extended in writing by the controlling officer subject to the payment of liquidated damages, the company shall have the right, without prejudice to any other clauses to terminate contract forthwith and to take possession of the balance work/materials and have the same allotted to any other agency and the contractor shall be liable to compensate the loss that may be occasioned to the company on that account. Any letter in writing by the controlling Officer shall be treated as conclusive on behalf of the company.

23.0 Defective Materials:

If in the opinion of the Engineer In Charge, 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 shall remove the same within 24(twenty four) hours after notice has been given to him and if he fails to remove them within the time the Engineer may cause them to be removed anywhere at the risk of the contractor and any cost incurred in so doing shall be deducted from the dues to the contractor under the contract.

24.0 Drawing:

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

25.0 Materials and Workmanship:

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

26.0 Extension of Time:

If the work is suspended due to reasons beyond the control of the contractor, the contractor shall immediately give notice in writing within 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 of work are found to be justified.

27.0 Liquidated Damage:

27.1 If the contractor fails to complete the work successfully within the time specified in the Contract or any extension thereof, the Company shall recover from the contractor as liquidated damages a sum of half percent (0.5%) of the contract value of works for each calendar week of delay or part thereof delay subjected to the Force Majeure.

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

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

28.0 Company's Right to Terminate the Contract:

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 Company, the Company shall have right to terminate the order/letter of intent after giving notice in writing to the contractor. If the contractor fails, after 14 (fourteen) days' of such notice, to proceed with the work in manner notified, the Company 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 Company will be taken as final.

In that case the Company shall take possession of the work site and may engage other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and security money. If the contract is terminated as above, the contractor shall have no claim for compensation against the Company for any loss or deterioration of any materials that he may have collected or engaged or entered into on account of the work.

29.0 Quality of work/material and mode of measurement:

As regards specification of materials, execution of work and the mode of measurement relevant stipulation of P.W.D schedule of rates (Applicable at site of work) in this respect will be applicable. The contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing and measurement of work at his own cost.

30.0 Departmental materials:

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

31.0 Deductions of taxes and cess for BOCWWC Act, 1996:

If it is obligatory under the provision of the income tax Act, 1961 and West Bengal VAT Act, 2003(VAT on works Contract) to deduct tax at source then the same will be deducted from the bills as applicable.

The contractor is required to follow the Building and other construction worker's Welfare Act, 1996.

Registration of his establishment under section-7 of the Building & 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.

32.0 Force Majeure:

The Contractor shall not be liable to pay any liquidated damages for delay/failure to perform the contract for reasons of force majeure such as, acts of God, acts of Governments, fires, flood epidemic, quarantine restrictions, Strikes Freight embargoes and provided that the contractor shall within 10 days from the beginning of such delay notify the Controlling Officer in writing of the cause of delay. The WBSEDCL 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.

33.0 Sub-letting of Contract:

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

34.0 ENGINEER'S DECISION:

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

If, in the opinion of the contractor, a decision made by the engineer is not in accordance with the meaning and intent of the contract, the contractor may file with the engineer, within seven (07) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the engineer's decision and the decision shall become final and binding.

35.0 LIABILITY FOR ACCIDENTS AND DAMAGE:

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

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

36.0 Language and Measurement:

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

37.0 Settlement of Disputes:

All disputes concerning question of act arising under the contract shall be decided by the owner/company on receipt of written appeal by the contractor.

Any dispute or differences arising out of or in connection with this contract shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subject to settlement under the jurisdiction of Calcutta High Court.

38.0 Completion of works:

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

39.0 Idle Labour/Machinery:

Whatever the reasons may be no claim for idle labour and machinery, additional establishment cost, hire and labour charges of tools and plats would not be entertained by the Company, under any circumstances.

40.0 Safety Rules:

The bidder shall also provide necessary fencing and lights to protect the public from accident.

Fire extinguishers shall be kept by the bidder at the 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 if 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 and regulations relating to safety precautions, the arrangement made by the bidder shall be open to inspection by the employer and WB|SEDCL.

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

All storage, handling & use of flammable liquids shall be under the supervision of qualified persons.

First aid arrangements with the degree of hazard and with no. of workers employed shall be maintained in a readily accessible place throughout the whole of working hours

Reporting of Accident:

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

Serious injuries:

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

To provide first aid at his own First Aid Station.

To take injured persons to the hospitals along with 'Injured on work' form duly filled in.

To report the accident to WBSECDL.

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 and guarding shall be made at the work site.

41.0 Equipment & Machineries:

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.

West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)



Raiganj Regional Office, Administrative Building, 1 St Floor
Shibbari, Mohanbati, Raiganj, Uttar Dinajpur

Tele-Fax No: 03523-252237

E-mail address: rmrrdcl@gmail.com

Special terms and conditions

The bidder shall bear all costs associated with the preparation and submission of his tender and the Company will in no case be responsible and liable for those costs.

1. All duties, taxes and other levies including service Tax payable by the contractor under the contract shall be included in the rates, prices and the total tendered value submitted by the bidder.
2. You shall have to pay Service Tax if applicable within due date. Any penalty or levy due to non-payment of Service Tax in time shall not be reimbursed.
3. The rates and the prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
4. The tender shall remain valid for a period of 04(four) months from the date of opening of financial bid. A tender valid for a shorter period shall be rejected by the Company as non-responsive.
5. No tender may be modified after deadline for submission of tender.
6. Withdrawal or modification of the tender between the deadline for submission of tender and the expiration of the validity period of tender may result in the cancellation of the enlistment of the tenderer with forfeiture of security deposit.
7. The WBSEDCL may at its discretion ask any bidder to produce the detailed price analysis for any or all items of the schedule of the works, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed.
8. The WBSEDCL may ask the successful tenderer to deposit 10% (Ten percent) of the tendered value as security deposit before placement of the order.
9. The participating tenderer (s) may please note that an amount equal to 1% (One percent) of the construction cost will be deducted from the R.A. Bills/ Final bill on account of "The Building and other construction workers (Regulation of Employment and conditions of service) Act' 1996 and the Building and other construction workers Welfare Cess Act' 1996" apart from other statutory deductions.
10. The bidder at his own responsibility and risk is encouraged to visit and examine the site of the works and its surroundings and obtain information that may be necessary for preparing the tender and entering into a contract for the construction of works. The cost of visiting the site shall be at the bidder's own expense.
11. Any evidence of unfair trade practices including overcharging, price fixing, cartelization etc as defined in various statutes will automatically disqualify the parties. Formation of any cartel may lead to the cancellation of tenders with penal measures as necessary and the W.B.S.E.D.C.L. reserves the right to take such unilateral decision without further notice to anyone.
12. Revised purchase policy of WBSEDCL will be followed in Bid processing and evaluation.

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Additional Terms and Conditions of contract

The work shall be inspected time to time by WBSEDCL representatives. The contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of the site, WBSEDCL shall have the right to reject any work not conforming to specification without being liable for any explanation or compensation. The authorized representative of WBSEDCL shall have the free access to the work site, contractor's site office and store.

1. During the execution of work, if any, problem arises which is not covered by the specification, the contractor shall seek necessary clarification and instruction from WBSEDCL such instruction shall be binding on the contractor and shall be observed in full.
2. The contractor shall make his own arrangement for all labour, construction equipment, tools and tackles and construction materials, construction water, office/labour accommodation, water supply, sanitation etc.
3. Electricity for construction purpose, if supplied by WBSEDCL, the charge shall be borne by the contractor at the rate specified by the WBSEDCL. The contractor cannot claim any compensation for any failure in such supply caused due to any reason whatsoever in case of non-availability of electricity for construction purpose from WBSEDCL. The contractor will have to arrange the same at his own cost.
4. The contractor shall strictly follow the construction safety rules, regulations and instructions issued from time to time. In absence of any particular reference the contractor shall refer to relevant Indian Standard and also the State Government rules and regulations.
5. The contractor shall take all precautions during execution, especially while excavating underground works, such as cables, pipe lines, drains etc. and provide all possible protection to these works and in case any materials got damaged, rebuilt/divert them at his own cost.
6. All guarantees and test certificates obtained by the contractor during the execution of work shall be transferred to the WBSEDCL before issue of final payment.
7. 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, winds, rain or other natural cause due to exposure in the open in such manner that all such materials shall be duly protected from damage by weather or any other cause. All such stores shall be cleared after completion of the work and the entire site shall be clean and free from debris. All materials shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.
8. The cost of testing of concrete and any other material shall be borne by the Contractor.
9. 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 co-ordination with other contractors who may be working in the area. All arrangements/ programs of the work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accident to the occupants, users and workers. The contractor must see that all damages to any property, which in the opinion of the Controlling officer are due to the work of the contractor, are promptly rectified as per his direction and to his satisfaction. The construction of the work must be done in such a way as not to dislocate or disturb any sewerage system and existing other structures.
10. It must be clearly understood that WBSEDCL is indemnified by the contractor against payment of any compensation or award on account of any accident, injuries and damages and if any such payment has to be made by WBSEDCL under order of appropriate authorities, the same shall be recovered from the contractor.
11. Any services if affected by the work must be restored by the contractor on emergency basis at his own cost.
12. After completion of the work the finishes shall be of high quality and of approved standard.
13. No omission or ambiguities in the drawing or in the specification will relieve the contractor from responsibility for the materials or completeness of the work.
14. The contractor shall not offload the contract or part thereof to any sub contractors without obtaining written permission from the controlling officer of the work. In the event subletting 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-contractor and WBSEDCL, of any office liabilities and obligations of the contract.

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

SPECIMEN COPY OF INDEMNITY BOND
(To be executed on Non-Judicial Stamp Paper of Rs.100/-)

BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on this Day of201..... I/We having Registered Office..... / residing at(hereinafter called 'OBLIGOR / OBLIGATOR' 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 / West Bengal State Electricity Transmission Company Limited, a government company within the meaning of Sec.617 of the Indian Company's act having registered office at Bidyut Bhavan, Block-DJ, Sector-II, Salt Lake City, Kolkata – 700 091 (hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns.

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

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

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

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGATOR. THAT the OBLIGOR/OBLIGATOR will take/adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
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, managerial or non-managerial or any other capacity in the area covered under Employees' State Insurance Act who has/have insurance coverage within the meaning of Employees' State Insurance Act and further undertakes NOT to engage any person in the area covered under the Employees' State Insurance Act, who does / do not has / have insurance coverage within the, meaning of Employees' State Insurance Act.
4. That the OBLIGOR/OBLIGORS further undertakes to engage only those labour, worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act, who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees' Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGOR/OBLIGORS.
5. THAT the OBLIGOR/OBLIGORS undertakes / undertake to indemnify and keep harmless the OBLIGEE from all claims, action, proceedings and of risk, damage, danger to any person whether belonging to/ or not belonging to OBLIGOR/OBLIGORS.
6. THAT the OBLIGOR/OBLIGORS shall keep harmless the OBLIGEE from all claims, compensation, damages, any proceedings in respect of any of its employee / workmen under the Workmen Compensation Act. Act or any other laws for the time being in force.
7. THAT, if during the course of execution of work as stated in the letter mentioned herein above issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGORS has not complied with/ guidelines formalities within the meaning of Employees' State Insurance Act or Workmen Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and

also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare 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 OBLIGOR/OBLIGORS i.e. the West Bengal State Electricity Distribution Company Limited / West Bengal State Electricity Transmission Company Limited , as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGEE or for any other reason, the OBLIGOR/OBLIGORS shall have the right to recover the said amount from any amount receivable by OBLIGEE or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR/OBLIGORS.

9. THAT OBLIGOR/OBLIGORS is/ are aware and accept that therefore 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

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

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

AND

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

WHEREAS the WBSEDCL invited tenders vide Tender Notice No -----dated----- (annexed hereto) for “ -----”

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

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

NOW, THEREFORE, the WBSEDCL and the contractor agrees as follows:

- 1 The Contractor agrees to undertake the work of “-----” as per Letter Of Award/ Order No ----- dated ----- referred to above.
- 2 The WBSEDCL agrees to pay the Contractor as per Order no ----- dated ----- referred to above.
3. Both the contractor and the W.B.S.E.D.C.L agree that for the purpose of jurisdiction of court in regard to any disput 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.
4. In witness whereof the parties have hereunder affixed their signature on the day, the month and year written as above.

SIGNED, SEALED & DELIVERED

----- Contractor	----- Company
----- Witness	----- Witness
----- Witness	----- Witness

ANNEXURE-III

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

(For genuineness of the information furnished on Tender Committee for verification in support of his eligibility)

I, Sri....., Partner/Legal Attorney/Accredited representative of M/S..... S/O Sri....., aged..... years, residing at solemnly declare that:

1. We are submitting Tender for the work..... Against Tender Notice No.....& Tender Id No.....
 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 the eligibility criteria and qualification information of this tender is complete, correct and true and correct to the best of my knowledge and belief.
 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 termination of the contract, forfeiture of all dues including Earnest money and banning/ delisting our firm or all partners of the firm etc.
- 3) The undersigned also certifies that neither we have abandoned any work awarded to us, nor any penal action was taken against us by any department. The undersigned also declares that we do not have any running litigation with any department.

Signature of the Bidder

Place:

Date:

Format of Letter of Bid

LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON E-TENDERING PORTAL OF NIC.)

To
The Tender Committee.

Sub: Letter of Bid for the Work.

.....
.....
.....
.....

Ref: 1. NIT No.....

Dated.....

2. Tender Id No.....

Dear Sir,

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

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

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

.....
(Signature of the Bidder)

ANNEXURE-V

DECLARATION BY THE BIDDER

DATED:-----

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

I/We have also carefully gone through the Bill of Quantities.

My/ Our tender is offered taking due consideration of all factors regarding the local site conditions stated in the Detailed N.I.T to complete the proposed work in all respect.

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

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

.....
(Signature of the Bidder)

Postal address for the Bidder

ANNEXURE-VI

EXPERIENCE PROFILE

Name of the Firm:

Registered address of the firm:-

Other details of the firm:-

LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED DURING THE LAST 03 (THREE) YEARS IN ANY GOVT. DEPARTMENT /GOVT.UNDERTAKING /STATUTORY BODY.

Name and contact details of Employer	Name, location & nature of work	Estimated amount & Contract price in Rs.	Work Order Date	Schedule time for Completion of work as per work order	Actual date of starting & completion of the work	Actual value of the work done in Rs.	Reason for delay in completion (If any)

Signature of the Bidder/Contractor/Company/agency

- Note:-
- a) Certificates from the Employers to be attached.
 - b) Non-disclosure of any information in the schedule will result in disqualification of the firm.
 - c) No tender will be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All information's that may be asked from a tenderer must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed conditions or stipulations laid down herein to rejection at the time of opening or during subsequent scrutiny. Tender received with conditional rate will be liable to rejection at the time of opening.
 - d) Canvassing in connection with the tender is strictly prohibited and a tenderer who resorts to this will render his tender liable to rejection.

ANNEXURE-VIII

Proforma for Service Tax Declaration

I/we do hereby declare that our firm is a small service provider in terms of the Finance Act,1994 and we did not be registered with the Superintendent of Central Excise under Service Tax Permission.

.....
(Signature and seal of the Bidder/Firm)