

WEST BENGAL STATE ELECTRICITY DISTRIBUTION CO. LTD.

(A Government of West Bengal Enterprise)

STANDARD BIDDING DOCUMENT

**INVITATION OF e-TENDER FOR
FULL TURNKEY CONTRACT
(DESIGN, SUPPLY & INSTALLATION)**

**Bifurcation of 22 numbers of 11 KV feeders and
Augmentation of Conductors of 19 numbers of 11 KV
feeders under North 24 Parganas Region.**

N.I.T. NO.: RM/24PNR/ELEC/2025-26/20

(Two Cover Bidding Process with e-Procurement)

**Office of the Regional Manager
North 24 Parganas Region
WBSEDCL Administrative Building,
Vivek Nagar, B.T. Road, P.S. Khardah,
District – North 24 Parganas, Pin – 700119**

**Registered Office: Vidyut Bhavan, Block DJ, Sector II, Bidhannagar, Kolkata - 700091
CIN: U40109WB2007SGC113473 * Website: www.wbsedcl.in**

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SECTION - I

NOTICE INVITING e-TENDER



West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

Regional Office: North 24 Parganas
Administrative Building, Vivek Nagar, B.T. Road, P.S. Khardah,
District: North 24 Parganas, Pin 700119
e-mail: rm.north24pgs@wbasedcl.in

Registered Office: Vidyut Bhavan, Block DJ, Sector II, Bidhannagar, Kolkata - 700091
CIN: U40109WB2007SGC113473 * Website: www.wbasedcl.in

NOTICE INVITING e-TENDER

Tender Notice No. RM/24PNR/ELEC/2025-26/20

Date: 28.01.2026

e-Tender in two parts is invited by the Regional Manager, North 24 Parganas Region, WBSEDCL from bonafide, experienced & resourceful contractors for the following works:

Name of the works: **Full turnkey contract including design, supply and installation for bifurcation of 22 numbers of 11 KV feeders and augmentation of conductors of 19 numbers of 11 KV feeders under North 24 Parganas Region.**

Estimated Cost : ₹ 22,50,88,821.00

Earnest Money Deposit (EMD) : ₹ 5,00,000.00 (2% of the Estimated Cost subject to maximum ceiling of ₹ 5.0 lakh)

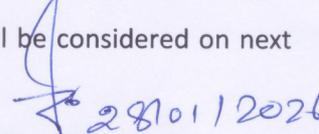
Completion Time : 18 Months (from the day of Award of Contract)

Intending bidders desiring to participate in this tender shall login to the website www.wbtenders.gov.in. The tender can be searched by typing WBSEDCL in the search engine provided in the website. For further details including qualifying requirements please visit www.wbasedcl.in or office notice board of the above office.

KEY DATES

Sl. No.	Particulars	Date & Time
01.	Date of uploading of N.I.T and Tender Documents [Publishing date] (online)	10.02.2026 at 10:00 a.m.
02.	Documents Download Start date (online)	10.02.2026 at 10:30 a.m.
03.	Last date & time for submission of queries, if any, for the pre – bid meeting	13.02.2026 up to 12 noon
04.	Pre – Bid Meeting	16.02.2026 at 11:00 a.m.
05.	Bid Submission Start date (online)	17.02.2026 at 10:00 a.m.
06.	Date of Physical Submission of EMD through Bank Guarantee (BG)	26.02.2026 from 11:00 a.m. to 03:00 p.m.
07.	Bid Submission End date (online)	02.03.2026 at 03:00 p.m.
08.	Technical bid opening date (online)	05.03.2026 at 03:00 p.m.
09.	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online)	To be intimated later
10.	Financial Bid opening date (online)	To be intimated later

N.B. If a holiday falls on any of the schedule date, then schedule date shall be considered on next working day.


Regional Manager
North 24 Parganas Region
WBSEDCL

RM/24PNR/ELEC/2025-26/20

SECTION – II
INVITATION OF BID

1. **SCOPE OF WORK:**

The scope of work includes **Design, Supply & Installation of 22 numbers of 11 KV feeders by bifurcating existing feeders and augmentation of conductors of 19 numbers of existing 11 KV feeders under Barasat, Barrackpore, Basirhat, Baduria, Bongaon, Habra and Naihati Division of North 24 Parganas Region** as per approved drawing of WBSEDCL, maintaining relevant standards & specifications and as per instruction of site engineer or any competent authority of WBSEDCL as follows:

Electrical

- (a) **Supply of ACSR Conductors, insulators, fabricated and general fittings, earth sets, stay sets, Switchgear Panels and various other electrical equipment and fittings as per BOQ and Technical Specifications of WBSEDCL.**
- (b) **Dismantling of existing ACSR conductors along with hardware fittings and insulators from existing poles / structures.**
- (c) **Stringing & Sagging of new ACSR Conductors on Rail Pole / Joist Pole / Double Pole / 9m or 8m PCC Pole / Structure with jointing, jumpering etc. along with fabrication and installation of fittings with supply of all required accessories and sundry materials.**
- (d) **Laying of 11 KV 3Cx300 sq.mm. UG cable through open – cut and micro-tunneling method with allied works including supply of jointing materials and jointing / end termination of cables in various site conditions.**
- (e) **Installation of 11 KV Switchgear panels of various configurations, connection and termination with existing or newly laid cables, earthing etc. at 33/11 KV Substation.**
- (f) **Loading, unloading and transportation of construction materials, poles, fabricated structures, electrical equipment, transformer and cable drums etc. from any store of WBSEDCL or premises of manufacturer / supplier to the site of works or vice versa as per instruction of site engineer or any competent authority of WBSEDCL.**

Generally the works should conform to WBSEDCL's General Conditions of Contract, Standard Specifications (IS or IEC or any other standards as may be applicable), Technical Specifications of WBSEDCL and approved drawings of WBSEDCL or REC satisfying relevant provisions of IS and Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023, as amended and any other applicable rules, regulations, standards, specifications, notifications etc.

The quantity of works may vary within the range of +/- 25%, as may be necessary depending on the requirements at site and will be communicated to the vendor at any stage before or after the commencement of works by the Controlling Officer / Site Engineer.

For detailed scope of works refer to Section VII - Schedule of Works and Section VIII – Technical Specifications and Drawings of this tender.

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

2.1. Technical Eligibility Criteria

The bidders must be bonafide, experienced & resourceful contractors having credential for successfully completing similar nature of works in last 7 (seven) years as prime electrical contractor (having supervisor for the particular voltage level or higher) under the authority of Government, Semi-Government, Government Undertaking Organizations, Government Enterprises or any Government Power Utility.

For the purpose of satisfaction of technical requirement, similar nature of works refers to Project(s) executed in sectors below:

- **Electrical Distribution sector**

In above sectors, type of construction works undertaken should be of the nature as follows:

- **11 KV or higher voltage class with ACSR Conductors in Overhead system**
- **11 KV or higher voltage class in Underground system through micro – tunneling method**
- **Installation of 11 KV switchgears and other electrical equipment at 33/11 KV Substation**

2.2. Financial Eligibility Criteria

Documents of Credential in the form of successful work completion certificate / performance certificate containing the official memo. number & date, order number, actual date of completion and final executed value of work with other relevant information along with copy of Final Order and/or Payment Certificate of executing similar nature of works of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises or any Government Power Utility in last 7 (seven) years of not less than

3 nos. works (similar nature of works) costing not less than 40% of the estimated cost
or

2 nos. works (similar nature of works) costing not less than 50% of the estimated cost
or

1 nos. works (similar nature of works) costing not less than 80% of the estimated cost.

2.3. Commercial Eligibility Criteria

- a) Annual Audited Financial Report for last 3 (three) years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whom Audit of Accounts is not mandatory, they shall submit copy of Income Tax Returns along with related enclosures (Form 3CA and Form 3CB) for last 3 years.
- b) Average annual turnover during last 3 years shall not be less than 30% of the estimated cost.
- c) Working capital in the year preceding the year of bid submission shall not be less than 30%.
- d) In case documents certifying credit facility from a scheduled bank is submitted, the requirement given in clause (c) above shall be judged by adding available credit facility and working capital taken together.

3. **OTHER STATUTORY REQUIREMENTS**

The bidder shall furnish the following documents:

- (a) Valid G.S.T. registration certificate with latest return
- (b) Professional tax (P.T.) deposit challan for last month
- (c) E.P.F. registration certificate & challan for last month
- (d) E.S.I. registration certificate & challan for last month (if applicable)
- (e) PAN card
- (f) Income Tax Acknowledgement / Return for last 3 (three) financial years
- (g) Self-attested copy of Electrical Contractor's License with validity in the name of bidder
- (h) Self-attested copy of Electrical Supervisor's Certificate of competency issued by the Licensing Board, Government of West Bengal / India of appropriate voltage class
- (i) WBSEDCL's Certificate of Enlistment, if applicable
- (j) Trade License in respect of the prospective Bidder, Proprietorship Firm (Valid Trade License), Partnership Firm (Partnership Deed, Valid Trade License), Limited Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License), Co-operative Society (Society Registration copy, Valid Trade License). (Civil and Electrical)
N.B: Any MOU / Temporary Agreement / Joint Ventures / Consortium / Any other arrangement to constitute an Entity having no statutory Registration Certificates (Non-Permanent Establishment) beyond the above - mentioned entities for the purpose of applying as prospective bidder will not be considered as valid document.
- (k) Information regarding any past and current litigation with WBSEDCL / WBSETCL / Government / PSU in which the bidder is involved as the party concerned and disputed amount.
- (l) Reports on the financial standing reflecting solvency of bidder (company / firm) as certified by bankers, audited annual reports on accounts with auditor's certificate, Tax audit report for last three financial years, as applicable.
- (m) Declaration in formats as annexed with tender document.

4. The prospective Bidders or any of their constituent partners shall neither have abandoned or neither withdrawn from any work nor any of their contract has been rescinded during the last 5 (five) years. Such abandonment or rescinding of work will be considered as disqualification towards eligibility. A declaration in this respect has to be furnished by the prospective bidders.
5. Any bidder against whom FIR / Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.
6. WBSEDCL reserves its right to take decision to protect its financial interest. The provisions of Purchase Policy along with the Civil Works Policy of WBSEDCL with subsequent amendment will be applicable.
7. If the offer is submitted without or with inadequate Earnest Money, the bid will not be opened. In case of incomplete offer, the tender will be liable for rejection and Earnest Money Deposit will be forfeited.
8. It shall be the sole responsibility of Bidders to determine and to satisfy themselves by such means as they consider necessary or desirable for all matters pertaining to this contract including, in particular, all factors that may affect the cost, duration and execution of the work.
9. Any evidence of unfair Trade Practices including over charging, price fixing, cartelisation etc. as defined in various statutes, will automatically disqualify the bidders.

10. WBSEDCL is not bound to accept the lowest bid and reserves the right to cancel any or all the bids unilaterally.
11. Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders, General Conditions of Contract and General Instructions sections of this tender along with the Revised Purchase Policy and Civil Works Policy and standing Circulars / Office Orders / Notifications of WBSEDCL or Government of West Bengal.
12. 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, absolute and binding in this respect. The list of techno - commercially qualified bidders will be displayed online in due course.
13. Conditional / Incomplete tender will not be accepted under any circumstances.
14. The bidder is expected to examine carefully all instructions, conditions, forms, schedules, terms, annexure, technical specifications and drawings of the bidding document. Bids determined to be not substantially responsive to the requirement of the bidding document may lead to rejection.
15. 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. The costs of visiting the site shall be at the Bidder's own expense.
16. WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretation or deductions the bidder may derive from the data furnished by 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.
17. Exemption from deposition of Earnest Money Deposit (EMD) shall not be allowed under any circumstances. No interest shall be payable for Earnest Money Deposit.
18. The eligibility of a Bidder will be ascertained on the basis of the documents submitted by a Bidder in support of eligibility criteria. If any document submitted by a Bidder is either Incorrect / manufactured / fabricated or false at any stage, the bid submitted will be rejected and legal action will be taken against the bidder as per law.
19. The participating bidders may please note that the successful bidder shall have to submit an Indemnity Bond and an Agreement in the prescribed format before commencement of the work.
20. WBSEDCL reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.
21. The documents uploaded by the bidders shall be legible otherwise the bid will be rejected without any prejudice.

22. Bid evaluation will be conducted only on the basis of documents uploaded by the bidders within due date of bid submission. Under no circumstances the bidder will be given any further chance to upload any document (online) or submit in any other mode after opening of technical bid except by the decision of the tender committee.
23. Successful bidder(s) shall have to mandatorily create 'Vendor ID' through WBSEDCL Web Portal, if not created earlier.
24. A Bidder shall not have a conflict of interest. Any Bidders found to have a conflict of interest shall be disqualified. The bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:
 - (a) They have a controlling partner in common; or
 - (b) They receive or have received any direct or indirect subsidy from any of them; or
 - (c) They have the same legal representative for purpose of this bid; or
 - (d) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) As agent /authorised representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification requirement for Bidders] or as partner in a joint venture, except for alternative offers permitted under Invitation to Bid. This results in disqualification of all such bids. However, this does not limit the participation of a Bidder as a sub-contractor in another Bid, or of a firm as a sub-contractor in more than one bid; or
 - (f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the materials and services/works that are subject of the bid, or
 - (g) The Bidder, directly or indirectly shall not be a dependent agency of the Employer.
25. A pre-qualification process may be conducted prior to the bidding process or conducted during process of the bidding. This bidding is open only to pre - qualified Bidders.
26. The Bidder shall not anticipate change in the ownership during the proposed period of work (if such a change is anticipated, the scope and effect thereof shall be defined).
27. All plant and equipment to be supplied and installed and services carried out by the Bidder under the contract shall have their origin in India only.
28. Materials to be returned, as applicable, to the WBSEDCL's store in presence of the representative of WBSEDCL.
29. No bid shall be modified / withdrawn after the deadline of bid submission.

SECTION – III

INSTRUCTION TO BIDDERS

GENERAL GUIDELINES FOR e-TENDERING:

(a) Registration of Contractor:

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered in the Government e-Procurement System, through logging on to www.wbtenders.gov.in (Tender Portal). The contractor will click on the link for e-Tender as given on the tender portal.

(b) Digital Signature Certificate (DSC):

Contractors willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt. of India (viz. n-Code Solution, Safescrypt, e-Mudhra etc.). DSC is given as a USB e-Token. After obtaining the Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.

The bidder can search & download NIT & bid document electronically once logging on to the said website using the Digital Signature Certificate. This is the only mode of collection of bid document.

(c) Submission of Tender:

Tender is to be submitted online through the website www.wbtenders.gov.in. All the documents uploaded by the Tender Inviting Authority form an integral part of the Contract. Tenderers are required to upload all the tender documents along with the other documents, as asked for, in the tender, through the above website within the stipulated date and time as given in the Tender Notice. Tenders are to be submitted in two folders - one is Technical Proposal and the other is Financial Proposal. The tenderer shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid. The bidder needs to download the BOQ, fill up the BOQ in the designated Cells and upload the same in the designated location of Financial Bid.

The documents uploaded shall be scanned for any virus or malwares etc. and digitally signed using the Digital Signature Certificate (DSC). Tenderers should take note of all the addendum / corrigendum related to the tender and upload the latest documents as part of the tender.

1. DOCUMENTS TO BE UPLOADED:

Technical proposal:

The Technical proposal shall contain scanned copies of the following in one cover (folder).

Non Statutory / Techno - Commercial Document Cover file containing Certificates, Company Detail(s), Credentials and Financial Information as given in **Table-I** of this Clause.

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

THE NON-STATUTORY / TECHNO - COMMERCIAL DOCUMENTS SHALL BE ARRANGED IN THE FOLLOWING MANNER.

Table - I

Sl. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	<p>(a) Scanned copy of Bank Guarantee (BG) along with the document of acknowledgement / payment receipt issued by the competent authority of WBSEDCL.</p> <p>(b) PAN Card.</p> <p>(c) Copy of Income Tax Return for last 3 (three) financial years.</p> <p>(d) GST Registration Certificate with latest return.</p> <p>(e) Professional Tax Clearance Certificate for the last month.</p> <p>(f) EPF Registration Certificate and Challan for last month.</p> <p>(g) E.S.I Registration Certificate and Challan for last month (if applicable).</p> <p>(h) Valid Electrical Contractor's License.</p> <p>(i) Valid Supervisor's Certificate of Competency.</p> <p>(j) WBSEDCL's enlistment certificate, if applicable.</p> <p>(k) Declaration in formats as annexed with NIT.</p> <p>(l) Information regarding any past and current litigation with WBSEDCL / WBSETCL / Government / PSU in which the bidder is involved the party's concerned and disputed amount.</p> <p>(m) Any other document(s) as mentioned in tender.</p>
02.	Company Detail(s)	Company Detail	<p>(a) Trade License No. with validity - for Proprietorship Firm, Partnership Deed, Trade License -for Partnership Firm, Incorporation certificate, Trade License - for Limited Company, Society Registration copy, Trade License- for Co-operative Society.</p> <p>(b) Detailed communication address along with contact number.</p>
03.	Credentials	Credential	Documents of Credential in the form of successful work completion certificate / performance certificate containing the details of issuing authority, issue number & date, order number, actual date of completion and final executed value of work with other relevant information along with copy of Final Order and/or Payment Certificate as mentioned in 'Invitation of Bids' section of this Tender Document.
04.	Financial Information	Financial Information	e) Annual Audited Financial Report for last 3 (three) years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whom Audit of Accounts is not mandatory, they

			<p>shall submit copy of Income Tax Returns along with related enclosures (Form 3CA and Form 3CB) for last 3 years.</p> <p>f) Average annual turnover during last 3 years shall not be less than 30% of the estimated cost.</p> <p>g) Working capital in the year preceding the year of bid submission shall not be less than 30%.</p> <p>h) In case documents certifying credit facility from a scheduled bank is submitted, the requirement given in clause (c) above shall be judged by adding available credit facility and working capital taken together.</p>
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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 Techno - Commercial Documents.

Financial proposal:

The financial proposal shall contain the mentioned documents in one cover (folder) i.e. Bill of Quantities (BOQ). The bidder has to quote the rate **item rate wise** (offering **above / below / at par**) online in the space marked for quoting rate in the BOQ.

The Bidder shall download the Item Rate BOQ format from the tender portal.

- The bidder’s quoted rates for supply of materials shall be entered in the sheet named ‘Supply’ in the specified columns for ‘Unit Ex-Works Price’ and ‘Unit Price for Freight and other charges required in India to convey the goods to the final destination’ in figures for specified items and total quoted rates including all charges for other items.
- The bidder’s quoted rates for installation of works shall be entered in the sheet named ‘Erection’ in the specified columns for ‘Unit Erection charges’ in figures for each item.
- The sheet named ‘Total’ will calculate the total of total quoted rate of supply and erection fetched from sheets ‘Supply’ and ‘Erection’ automatically. There is no requirement of entering any data in this sheet.
- The Bidder shall enter the ‘Name of the Bidder / Bidding Firm / Company’ in the cell specified in the sheet named ‘BoQ1’. The bid comparative chart will be prepared on item rate basis considering the total of total quoted rate of supply and erection fetched automatically from the sheet ‘Total’.

[N.B. ‘QUOTING OF RATES’ clause to be followed for inclusivity and/or exclusivity of GST and other components, firmness and applicability of price variation etc. while quoting the rates.]

Only downloaded copies of the above documents are to be uploaded scanned for virus and digitally signed by the contractor / bidder.

The FINANCIAL OFFER of the prospective bidder will be considered only if the TECHNICAL DOCUMENT is found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and absolute in this respect. The list of Responsive and Non-Responsive Bidders will be displayed in the website.

Note:

- Original documents may be required to be verified.
- The bidder shall have to go through all the “Annexures” enclosed in this bid document and submit the filled in proforma of the appropriate / relevant annexure with the bid document putting the signature with seal of the Company before uploading the tender.
- If there is no deviation from the bid, the relevant annexure(s) shall be stroked out and signed with seal of the Company before uploading the bid document.
- *Failure to submit any of the above documents will render the bidder liable to be rejected for techno-commercial bid.*

2. QUOTING OF RATES:

- (a) Price bid should contain Bill of Quantities (BOQ).
- (b) The quoted rates should be firm and there will be no variation of rates during the pendency of the contract period or thereafter except for the items where price adjustment or variation is accepted as per conditions of this NIT.
- (c) Rates indicated in the schedule of works deemed to include all the levies / duties / taxes / cess & all other incidentals payable as per statute excluding GST except in case of items where it is specifically mentioned to quote rates without the levies / duties / taxes / cess etc. Relevant GST rule is applicable for the works and shall be paid extra.
- (d) In case of tenders if the rate is not quoted against any particular item of work, it will be construed that the item would be executed free of cost and the rates for other items of work are deemed to include its cost. Further if any error is found in multiplication of quoted unit rate with respective quantities and/or to derive any rate component and/or in summation to arrive at the total quoted price, the same shall be re-calculated to arrive at the evaluated price by considering the quoted unit rate as firm.

3. VALIDITY OF BIDS:

Price bid of the tender shall be opened within a stipulated time limit from the date of opening of Part-I preferably within **30 (thirty) days**. Bids shall remain valid for a period of **180 (One hundred & eighty) days** from the date of submission of the Price bid or Revised Price bid, if any. However, prior to expiry of the original Validity Period, WBS&EDCL may, on the merit of the case, request for extension of validity of the offer for a further period of maximum **90 (ninety) days** without any change in terms & conditions of the offer. The bidder may refuse the request without forfeiting his Bid Security / EMD.

4. Earnest Money Deposit (EMD):

- (a) **The amount of Earnest Money Deposit (EMD) shall be deposited in the form of Bank Guarantee (BG) at the Office of the Regional Manager, North 24 Parganas Region, WBS&EDCL within the scheduled date and time as mentioned in KEY DATES portion of the NIT in Offline Mode only. The bidder shall select the tender to bid and upload the scanned copy of Bank Guarantee (BG) of EMD along with the document of acknowledgement / payment receipt issued by the competent authority of WBS&EDCL.**

The qualification in Technical bid will be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in NIT. WBS&EDCL shall not be responsible for any delay in receipt of EMD. In case the EMD is not received within aforesaid period, the bid will be out rightly rejected.

- (b) Refund / Settlement of EMD Amount:

- Earnest Money will be refunded to the unsuccessful tenderers after finalization of the tender and in case of successful tenderers, Earnest Money shall be refunded only after submission of Security Deposit / Performance Security as specified in the NIT.
- The bidders must submit the original document of acknowledgement / payment receipt issued by WBSEDCL along with any other supporting documents as may be requisitioned by the competent authority for getting the refund / return of Bank Guarantee (BG).
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process.

(c) Forfeiture of Earnest Money Deposit (EMD):

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

- If during the period of validity, the bidder withdraws / modifies its bid as a whole or in part.
- If the bidder deviates from any clarification/confirmation given by him sub-sequent to submission of his bid.
- In the case of successful bid, if the bidder fails:
 - To accept LOA / Order unconditionally and sign contract.
 - To furnish contract performance bond as per standard proforma.

5. No Conditional Bid / Incomplete Tender will be accepted under any circumstances.

6. **BID SUBMISSION:**

Bids 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 subject to the new deadline as extended. The Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system. Detailed guidelines for viewing bids and submission of online bids are given on the website. The completed bid comprising of documents should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security. After electronic online bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission. Physical, E-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.

The Letter of Bid – Technical Part and the price Schedules for the Plant and Installation Services / Works shall be prepared using the relevant forms furnished along with the NIT. The forms must be completed without any alterations to the text, except as provided in any section of the NIT, for which the bidder can use its own format. All blank spaces shall be filled in with the information requested.

Entire Bid including the Letters of Bid and filled-up Price Schedules for the Plant and Installation Services / Works, shall be submitted online on e-procurement system. Details and process of online submission of the Bid / tender and relevant documents are given in the 'Financial Proposal' clause and the concerned website may be referred therein.

Hard copy of rest of the Bid or any document, other than those specified is not to be submitted. Employer may, however, seek submission of hard copy of any of the other

documents forming part of the Bid or any other supporting / related document from any of the bidders during the process of evaluation of the Bids, without permitting change in substance of the Bid.

7. PRE-BID MEETING

If so specified in the Key Dates Section of NIT, the Bidder's designated representative is invited to attend a Pre-Bid meeting on the date and time mentioned. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The Bidder is requested to submit any questions in writing, to reach the Tender Inviting Authority not later than one day before the meeting.

Minutes of the pre-Bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be notified online through electronic - bidding system. Any modification to the bidding document that may become necessary as a result of the Pre – Bid meeting shall be made by the Tender Inviting Authority exclusively through the issue of a Corrigendum / Addendum and not through the minutes of the Pre-Bid meeting. Non - attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

8. ADDENDA / CORRIGENDUM / AMENDMENT OF BIDDING DOCUMENT

At any time prior to the deadline for submission of Bids, the Tender Inviting Authority may amend the bidding document by issuing addenda / corrigendum / amendment. The addendum / corrigendum / amendment will be in writing and appear on the e-procurement system and through email notification automatically sent to those bidders who have started working on the procurement.

Any addendum / corrigendum / amendment issued shall be part of the bidding document and shall be deemed to have been communicated to all the bidders.

To give prospective Bidders reasonable time in which to take an addendum / corrigendum / amendment into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids.

9. 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 for bid submission. No bid shall be modified / withdrawn after the deadline of bid submission. Modification / withdrawal of bid by any bidder after the deadline of bid submission shall result into forfeiture of EMD.

10. BID OPENING:

- (a) Techno-commercial bids shall be opened only for those bidders whose EMD has been submitted. Bidder's representatives with written authorization (max. 2 persons per bidder) may attend bid opening. No electronic recording shall be permitted during bid opening.

- (b) WBSSEDCL will scrutinize and evaluate techno-commercial bid. After that, the list of techno-commercially qualified bidders and date & time of price bid opening will be notified in the web portal.
- (c) WBSSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.
- (d) WBSSEDCL reserves to instruct the bidders to submit soft copy/hard copy of any relevant document (and to produce the original documents for verification) during scrutiny & evaluation of bids. Bidders' failure to comply to such instruction may lead to rejection of bid.

11. PROCESS TO BE CONFIDENTIAL:

- (a) After opening of the bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- (b) Any effort by a bidder to influence WBSSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his / their bid.
- (c) Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSSEDCL reserves the right to take such unilateral decisions without further notice to anymore.

12. RIGHT TO REJECT BIDS:

- (a) WBSSEDCL reserves the right to accept or reject the bid, wholly or partly, or to split the work in parts and to add/delete any of the items, without assigning any reason whatsoever.
- (b) The right to accept the tender will rest with WBSSEDCL. WBSSEDCL, however, does not bind itself to accept the lowest bid, and reserves to itself the authority to reject any or all the bids received without assigning any reason whatsoever. At the option of WBSSEDCL, the work for which bids have been invited, may be awarded to one Contractor or may be split between more than one bidder, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rate of the bidder shall hold good for such eventualities.
- (c) Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.
- (d) Canvassing in connection with tenders is strictly prohibited and tenders submitted by the bidders who resort to canvassing will be liable for rejection.
- (e) WBSSEDCL reserves the right to accept or reject any bid, and to annul the bid process and reject any or all the bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidder of the grounds for WBSSEDCL's action.

13. BIDDER'S 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 visit shall be at the bidder's own expense, risk and responsibility.

14. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of his bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

15. DETERMINATION OF RESPONSIVENESS:

- (a) Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document.
- (b) For the purpose of this clause a substantially responsive bid is one which conforms to all the terms, conditions and specification of the bidding document, without material deviation, or reservations. WBSEDCL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- (c) If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the bidder by escalation.

16. CORRECTION OF ERRORS:

- (a) If there be a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail. The prices of all such item(s) against which the Bidder has not quoted rates / amount (viz., items left blank or against which '-' is indicated) in the Price Schedules will be deemed to have been included in other item(s).
- (b) If there be a discrepancy in figure and word the total amount stated in word shall prevail.
- (c) If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of Bid Security forfeited.

17. TIME SCHEDULE:

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

18. PROCEDURE OF EVALUATION:

Evaluation of tenders will be done in the following steps:

Step-1 The Earnest Money Deposit will be examined. The mode and amount of deposit must be in conformity with requirements set forth in the "Earnest Money Deposit" clause, failing which the bid is liable for rejection without opening other covers.

Step-2 Techno-Commercial Evaluation for two-part bidding: Only those bids meeting the requirements of previous step will be examined and assessed. The bidders will be intimated

about the non-compliance of various techno - commercial requirements and asked for conforming compliance with the condition of bidding document, if allowed by the authority.

Step-3 Opening of price part and financial evaluation on completion of techno-commercial evaluation. Cover-2 containing price offer of the bidders who have successfully made the requirements of previous steps will be opened in presence of the bidder's representative (maximum two) on subsequent pre-intimated date. Price bid of the bidders who do not fulfil the Techno-Commercial requirements shall not be opened.

19. AWARD OF CONTRACT

WBSEDCL will award the contract to the successful bidder whose bid has been determined to be substantially responsive, qualified to satisfactorily perform the contract and evaluated as the lowest bidder after obtaining approval from the competent authority of WBSEDCL as per Delegation of Power.

The award shall be made as follows:

- (i) Contract Part I: for Supply of Plant at final place of destination Site / Project Site basis.
- (ii) Contract Part II: for Supply of Installation Services {excluding the incidental services included in (i) above

Both the parts of the Contract will contain a cross fall breach clause specifying that breach of one will constitute breach of the other.

At the time the Contract is awarded, the Employer reserves the right to invite the Bidder whose Bid is determined to be the Most Advantageous Bid, for discussions if any minor adjustments in the Contract are required, without any substantial change in the terms and conditions of the bidding document.

Prior to the date of expiry of the Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The Notification of Award (hereinafter and in the Contract Forms also called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

Until a formal Contract is prepared and executed, the Letter of Acceptance/ Notification of Award shall constitute formation of a binding Contract.

20. PLACEMENT OF LETTER OF AWARD / ORDER

After approval of bid evaluation by the competent authority, WBSEDCL may at its sole discretion invite the successful bidder for a pre-award discussion. After such pre-award discussion and prior to the expiry of validity of bid of the successful bidder, WBSEDCL will notify the successful bidder of acceptance of their bid in writing by issuing a detailed Letter of Award (L.O.A.) / Order (mentioned as L.O.A. / Order hereinafter and elsewhere in this bid document) in duplicate. The successful bidder will sign and return one copy of the L.O.A. / Order to WBSEDCL as an acknowledgement of unconditional acceptance of the same within **10 (ten)** working days of issue of L.O.A. / Order.

21. TAXES, DUTIES AND OTHER LEVIES

- (a) The bidder shall be solely responsible for the taxes that may be levied on the bidder'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 WBSEDCL does not take any responsibility what-so-ever regarding taxes under Income Tax Act, for the contractor or his personnel. If it is obligatory under the provisions of Income Tax Act, deduction of Income Tax at source shall be made by WBSEDCL.
- (b) All other duties / levies payable (excluding GST) by the bidder shall be included in the bid price and no claim on this behalf will be entertained by WBSEDCL except for the items where quoting of price with provision for price adjustment is allowed.
- (c) GST at specified rate shall be payable / allowable over & above the contract price to the selected bidder having GST registration, GSTIN.

22. LAWS GOVERNING CONTRACT

The contract shall be binding according to Acts and Laws in force in the country and shall be under the jurisdiction of Calcutta High Court.

23. LITIGATION / ARBITRATION AGAINST WBSEDCL

The bidder should submit the declaration in prescribed format under the Form Folder in their letterhead regarding no legal litigation against WBSEDCL is pending in any Court / Forum against / by the bidder or its Sister Concern / Director / Partner / Proprietor.

If any type of legal litigation / arbitration against WBSEDCL is pending in any court / Forum against / by the bidder or its Sister Concern / Director / Partner / Proprietor, then WBSEDCL reserves the right to reject their bid / termination of the contract.

24. LANGUAGE AND MEASURES

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

25. CORRESPONDENCE

Any notice to the contractor under terms of the contract shall be served by registered mail / speed post or by hand at the contractor's principal place of business or by e-mail at the registered e-mail ID available in the tender portal. Any notice to the owner shall be served at the owner's principal office in the same manner.

26. CORRUPT OR FRAUDULENT PRACTICE

WBSEDCL expects that bidders / contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the owner defines for the purpose of this provision, the terms set forth below as follows:

- (a) "Corrupt Practice" means the offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and "Fraudulent Practice" means misrepresentation of facts in order to influence the procurement process of the execution of a contract to the detriment of

WBSEDCL 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 WBSEDCL of the benefits of free and open competition.

- (b) WBSEDCL will reject a proposal for award if it is found that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
- (c) WBSEDCL will declare a Firm ineligible either indefinitely or for a stated period of time if it is found at any time that the firm has engaged in corrupt or fraudulent practices in competition for, or in executing the contract.

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

1. **DEFINITION OF TERMS:**

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

- 1.1 The Board / Purchaser / Owner / Department / Employer shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD., having its Office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata-700091.
- 1.2 The Engineer-in-Charge / Controlling Officer shall mean the Engineer designated by the Company for the purpose of this contract.
- 1.3 Company's representative shall mean any person or persons of consulting firm appointed and remunerated by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope.
- 1.4 The Contractor shall mean the Bidder who will be awarded with the Contract by the Company and shall include the contractor's executor's administrators, successors and permitted assignees.
- 1.5 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.
- 1.6 Workmanship shall mean the method / manner in which the jobs of the different items, whether included in the schedule or not but are required for true & satisfactory completion of the work under this contract, are executed.
- 1.7 General Conditions shall mean all the clauses of General Conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto.
- 1.8 The terms Services shall mean all works to be undertaken by the contractor as laid down under the head "scope of contract" or elsewhere in the specification enclosed. When the words "approved", "subject to Approval", "As directed", "Accepted", "Permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.
- 1.9 "Month" means calendar month of the Gregorian Calendar.
- 1.10 "Writing" shall include any manuscript, type written, printed or other statement reproduced in any visible form.
- 1.11 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.
- 1.12 "Contract" means the Contract Agreement entered into between the Employer and the Contractor together with the Contract Documents referred to therein.
- 1.13 "Contract Price" means the sum specified in the Contract Agreement, subject to such additions or deductions there from, as may be made pursuant to the Contract.
- 1.14 'Date of Contract' shall mean the date on which notification of award of contract/ letter of award/telex award has been issued.
- 1.15 'Zero Date' will be started from the date of issuance of order/date of handing over of site.
- 1.16 "Facilities" means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.
- 1.17 "GCC" means the General Conditions of Contract hereof.
- 1.18 "Guarantee Test(s)" means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Technical Specifications in accordance with the provisions of GCC hereof during/after successful Commissioning followed by Trial - Operation.

- 1.19 "Installation Services" means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor's Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc.
- 1.20 "Notification of Award" means the official notice issued by the Employer notifying the Contractor that his bid has been accepted.
- 1.21 "Operational Acceptance" means the acceptance by the Employer of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor's fulfilment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of GCC hereof after successful Commissioning followed by Trial - Operation.
- 1.22 "Plant and Equipment" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor under GCC, but does not include Contractor's Equipment).
- 1.23 "Pre-commissioning" means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the Contractor in preparation for Commissioning as provided in GCC (Pre-Commissioning) hereof.
- 1.24 Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.
- 1.25 Governing Law & its Jurisdiction: The Contract shall be governed by and interpreted in accordance with laws of Union of India and the High Court of West Bengal State shall have exclusive jurisdiction in all matters arising under this Contract.

2. **SCOPE OF FACILITIES**

2.1. Standards and Regulations: Following CEA regulations shall be applicable during execution of work:

- (a) Construction Regulation – Central Electricity Authority (Technical Standards for construction of electrical plants and electric lines) Regulation, 2010 (as amended time to time).
- (b) Safety Regulation for construction and O&M - Central Electricity Authority (Safety requirements for construction, Operation and Maintenance of electrical plants and electric lines) Regulation, 2011 (as amended time to time).
- (c) Connectivity Regulation – Technical Standard for connectivity to the grid (Amendment) Regulation 2013; Technical Standards for connectivity of the Distributed Generation resources, 2013; Central Electricity Authority (Grid Standard) Regulation, 2010 (as amended time to time).
- (d) Central Electricity Authority (Measures relating to safety and Electric supply regulations), 2010 and amendment regulation 2015 (as amended time to time)

2.2. Unless otherwise expressly limited in the Technical Specifications, the Contractor's obligation shall include the provision of all Plant and Equipment and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Pre-commissioning and delivery) of the Plant and Equipment and the installation, completion, commissioning and performance testing of the facilities in accordance with the plans, procedures,

specifications, drawings, codes and any other documents as specified in the Technical specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts (as specified in GCC and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including without limitation, custom clearance, port handling, unloading and hauling to, from and at the Site); storage and training except for those supplies, works and services that will be provided or performed by the Employer.

- 2.3. The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.
- 2.4. The Contractor shall ensure the availability of spare parts required for the operation and maintenance of the Facilities to the Employer for a minimum period of 5 years from Completion of the Facilities. The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the plant and equipment. If so desired by the Employer, the Contractor shall submit the specifications, price and the terms and conditions relating to the supply thereof for such spares identified by the Employer with validity period of 6 months within 30 days of receipt of request from Employer for its consideration and placement of order.
- 2.5. The Contractor shall guarantee that in the event of termination of production of spare parts by the Contractor or his Sub-Contractor: (i) The Contractor shall send advance notification to the Employer of the pending termination, with 2 (two) years' time to permit the Employer to procure needed requirements, and (ii) Following such termination, the Contractor shall furnish at no cost to the Employer the blueprints, drawings and specification of the spare parts, if requested.
- 2.6. In case the Contractor fails to supply the spares parts in accordance with the terms stipulated above, the Employer shall sanction the Contractor declaring them ineligible for a stated period of time for future projects.

3. CONTRACTOR'S RESPONSIBILITIES

- 3.1. The Contractor shall design, manufacture (including associated purchases and/or subcontracting), install and complete the facilities with due care and diligence in accordance with the Contract.
- 3.2. The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the facilities provided by the Employer, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the facilities prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the facilities.
- 3.3. The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all

other permits, approvals and/or licenses that are not the responsibility of the Employer and that are necessary for the performance of the Contract.

- 3.4. The Contractor shall comply with all laws in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.
- 3.5. Any Plant, Material and Services that will be incorporated in or be required for the Facilities and other supplies shall have to specify their origin (Country of Origin).
- 3.6. The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor.
- 3.7. First-aid: The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personnel shall be trained in administering first-aid.
- 3.8. Cleanliness: The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed off in a place to be identified by the Site Engineer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.
- 3.9. Similarly the labour colony, the offices and the residential areas of the Contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the Site Engineer. Proper sanitary arrangement shall be provided by the Contractor, in the work-areas, office and residential areas of the Contractor.
- 3.10. Fire Protection: The work procedures that are to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the Site, the same shall be removed and replaced with acceptable materials before moving into the construction or storage area. Similarly, corrugated paper fabricated cartons etc. will not be permitted in the construction area either storage or for handling of materials. All such materials used shall be of waterproof and flame-resistant type. All other materials such as working drawings, plans etc., which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources. All the Contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the Site during the entire period of the Contract. The Contractor shall

provide enough fire protection equipment of the types and numbers for the warehouses, office, temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times.

- 3.11. Security: The Contractor shall have total responsibility for all equipment and materials in his custody / stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project site only with the written permission of the Site Engineer in the prescribed manner.
- 3.12. Contractor's Area Limits: The Site Engineer will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the areas not so marked out for him. The Contractor shall be responsible to ensure none of his personnel move out of the areas marked out for his operations. In case of such a need for the Contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the Site Engineer.
- 3.13. Contractor's Co-Operation with the Employer: In case where the performance of the erection work by the Contractor affects the operation of the system facilities of the Employer, such erection work of the Contractor shall be scheduled to be performed only in the manner stipulated by the Site Engineer and the same shall be acceptable at all times to the Contractor. The Site Engineer may impose such restrictions on the facilities provided to the Contractor such as electricity, water, etc. as he may think fit in the interest of the Employer and the Contractor shall strictly adhere to such restrictions and co-operate with the Site Engineer. It will be the responsibility of the Contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems, which are erected by him. The Contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment furnished and erected by him, so as to make such equipment ready for operation. The Contractor shall be responsible for supplying such flushing oil and other lubricants unless otherwise specified elsewhere in the document and specifications.

4. EMPLOYER'S RESPONSIBILITIES

- 4.1. The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way as specified to the Contract Agreement.
- 4.2. Facilities to be provided by the employer:
- (i) Space / Land for Contractor's Office, Store, Workshop etc. – The Site Engineer shall at his discretion and for the duration of execution of the Contract make available at site, land for construction of Contractor's field office, workshop, stores, magazines for explosives in isolated locations, assembling yard, etc. required for execution of the Contract. Any construction of temporary roads, offices, workshop, etc. as per plan approved by the Site Engineer shall be done by the Contractor at his cost.

- (ii) Electricity (Construction Power supply): Where power supply is available with the Employer for construction purpose the same will be provided at the job site at one point of the distribution system on chargeable basis for consumption in works. Electricity provided for construction site will be of 440 volts, 3 phase, 50 cycles and 230 volts, 1 phase, 50 cycles. Contractor shall provide and install all necessary switchgears, wiring fixtures, bulbs and other temporary equipment for further distribution and utilization of energy for power and lighting and shall remove the same on completion of the work. Should, however, electricity be used in the Contractor's labour/staff colony, the power so consumed shall be charged at the prevailing tariff rate of State as prevalent for that area at the time of its use; the supply may be withdrawn if the power is used for purposes other than for the work of the project.
- (iii) Water: Free supply of water will be made available for the construction purpose wherever water is available and the same shall be given at an agreed single point at the Site. Any further distribution will be the responsibility of the Contractor. Free drinking water, if available, will also be provided at one agreed point in the Site. Further distribution either to his labour colony or his work Site or to his office shall be the responsibility of the Contractor. If water source is not available with the employer at site for construction works, the contractor at his own cost shall arrange the water supply.

5. CONFIDENTIAL INFORMATION

The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor.

The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

The obligation of a party above, however, shall not apply that information which now or hereafter enters the public domain through no fault of that party can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof. The provisions shall survive till termination, for whatever reason, of the Contract.

6. PERFORMANCE GUARANTEE / SECURITY

- (i) As a contract security, the contractor shall have to furnish Performance Guarantee / Security Deposit in the form of Bank Guarantee (BG) issued by any scheduled Bank of India duly approved by Reserve Bank of India in this regard amounting to **10% (ten percent)** of the contract price or as may be mentioned in the LOA / Order for each LOA / Order individually, to guarantee the faithful performance and security of the contract in accordance with all the conditions and terms stipulated herein. Performance Bond will also have the guarantee for successful and satisfactory performance of the materials supplied / works done under the contract till the expiry of the guarantee period. The Performance guarantee is to be submitted to the Controlling Officer of the work **within 10 (ten) days** on receipt of the Order.
- (ii) It would be open to WBSEDCL or its designated Officer to prefer the claim for invocation / encashment of the concerned Bank Guarantee within 6 months from the expiry of the period of such guarantee. Accordingly, there should be an additional claim period of 6 (six) months in each of the Bank Guarantees from the date of expiry of the validity. The B.Gs are to be extended / revalidated by the supplier maintaining the above claim period for delay in physical delivery due to any reason whatsoever.
- (iii) The Performance Security shall be denominated in the currency or currencies of the Contract, and shall be in the form provided in Annexure corresponding to the type of bank guarantee stipulated by the Employer.
- (iv) The Bank Guarantee should be executed in line with enclosed Proforma and on Non - Judicial Stamp Paper of Rs.100/- in the specified proforma.
- (v) The Security shall be valid till 180 days beyond the Defect Liability Period specified and shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate Time for Completion is provided, after successful completion of the Defect Liability Period of that part of the Facilities; provided, however, that if the Defects Liability Period has been extended on any part of the facilities pursuant to any terms hereof, the Contractor / Bidder shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor/Bidder immediately after successful completion of the Defect Liability Period, provided, however, that if the Contractor/Bidder is liable for an extended defect liability obligation, the Performance Security shall be extended for the period in accordance with the extension of Contract as admissible by the Employer and up to the amount as admissible against the Revised Contract Value.
- (vi) The Security Deposit is liable to be forfeited in case of non-compliance of Purchase Order or failure to complete the Purchase Order. Purchase Order is liable to be cancelled for non - submission of Security Deposit in time with forfeiture of Earnest Money.
- (vii) No claim shall be made against WBSEDCL in respect of interest on Security Deposit.
- (viii) If the successful bidder does not submit Bank Guarantee, A deduction of 10% (Ten percent) of the contract price will be made from 1st R.A. Bill.
- (ix) In the event the bid is in the range of -20% to -80% of the estimated rate, then the bidder shall be liable to furnish an additional Performance Security which shall be equal to 10% of the tendered amount. The additional Performance Security, if warranted, shall be submitted in the form of Bank Guarantee from any scheduled bank in India before issuance of order as per Annexure.**

7. 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 all type of 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.

8. DEFECT LIABILITY:

- (a) The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.
- (b) Volume of concreting: If it was observed by employer, that volume and quality of concreting used in foundation of support, equipment foundation, stay set etc. are not as per requirement specified in the scope of work/technical specifications, the contractor has to dismantle the supports, foundation and redo the concreting of all the supports in that particular section of line/redo all the foundations in that particular substation at his own cost. To ensure this, the employer reserves the right to withhold the payment of contractor for such defective works till such time the contractor conforms to scope of works, technical specification and tender drawings.
- (c) Galvanization of metallic structure: All Metallic structures& fabricated items excluding metallic supports (Steel tubular poles/H-Beam) must be galvanized. In case any metallic item found rusted during execution of works, the contractor has to replace the item used at all places. To ensure this, the employer reserves the right to withhold the payment of contractor for such works till such time the contractor conforms to scope of works, technical specification and tender drawings.
- (d) Painting of metallic supports (Steel tubular poles/H-Beam): Painting of metallic supports in overhead lines, distribution transformer substation and Power substation shall be ensured as per specifications. In case metallic supports found rusted during execution of works, the contractor has to remove inferior painting, clean the surface and re-paint it as per given specifications. To ensure this, the employer reserves the right to withhold the payment of contractor for such works till such time the contractor conforms to scope of works, technical specification and tender drawings.
- (e) Warranty / Defect Liability Period shall be **Twelve (12) Months** from the date of Taking Over / Completion of Facilities (or any part thereof). If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or any damage to the Facilities arising out of or resulting from any of the following causes:
 - (i) improper operation or maintenance of the Facilities by the Employer
 - (ii) operation of the Facilities outside specifications provided in the Contract
 - (iii) normal wear and tear.
- (f) Guarantee / Warranty / Defect Liability Period shall be as specified in the last published Purchase Policy of WBS&EDCL for various types of materials supplied by the contractor.

IN GENERAL EXCEPT ENERGY METER, EQUIPMENT AND HT & LT AB CABLE:

In the event of any defect in the materials within a period of 12 (twelve) months of commissioning or 18 (eighteen) months from the date of issuance of Store Receive Voucher(SRV) of the material whichever is earlier, the supplier shall guarantee to replace or repair the same free of cost to the satisfaction of the purchaser. If the supplier fails to replace/repair the same within two months from the date of receipt of intimation,

WBSEDCL reserves the right to effect replacement and recover the cost of replacement at 1.25 times of last purchase price of that material from the defaulting vendor by invoking Security Deposit/Earnest Money Deposit to the extent of loss so suffered by WBSEDCL and may deduct the additional amount, if any, so incurred by WBSEDCL from any claims/bills of that vendor pending with WBSEDCL or from any other contract with that vendor. Lifting of the defective material shall be made from any WBSEDCL Store and return after rectification shall be made at the same WBSEDCL store.

FOR EQUIPMENT (EXCEPT DRY TYPE TRANSFORMERS) and ALL TYPE OF HT CABLE & LT AB CABLE:

In the event of any defect in the equipment (except dry type transformers) / cable within period of 5 (five) years from the date of issuance of Store Receive Voucher(SRV) of the equipment (except dry type transformer)/ cable , the supplier shall guarantee to replace or repair the same free of cost to the satisfaction of the purchaser. If the supplier fails to replace/repair the same within two months from the date of receipt of intimation, WBSEDCL reserves the right to effect replacement and recover the cost of replacement at 1.25 times of last purchase price of that equipment/cable from the defaulting vendor by invoking Security Deposit/ Earnest Money Deposit to the extent of loss so suffered by WBSEDCL and may deduct the additional amount, if any, so incurred by WBSEDCL from any claims/bills of that vendor pending with WBSEDCL or from any other contract with that vendor. Lifting of the defective equipment/cable shall be made from any WBSEDCL Store and return after rectification shall be made at the same WBSEDCL store.

- (g) The Contractor's obligations under this clause shall not apply to:
 - (i) any materials that are supplied by the Employer are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein.
 - (ii) any designs, specifications or other data designed, supplied or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed responsibility herein.
 - (iii) any other materials supplied or any other work executed by or on behalf of the Employer, except for the work executed by the Employer.
- (h) The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.
- (i) The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations. The Contractor may, with the consent of the Employer, remove from the Site any Plant and Equipment or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.
- (j) If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests. If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests.
- (k) If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may

be deducted by the Employer from any monies due the Contractor or claimed under the Performance Security.

- (l) If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/replacement, such repair/replacement shall have the Defect Liability Period extended by a period mentioned in GCC Clause from the time of such replacement/repair of the facilities or any part thereof.
- (m) At the end of the Defect Liability Period, the Contractor's Liability ceases except for latent defects. The Contractor's liability for latent defects warranty shall be limited to period of ten (10) years from the end of Defect Liability Period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency, which do not manifest themselves during the Defect Liability Period defined in this GCC Clause, but later.
- (n) Except as provided in GCC Clauses, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant and Equipment, design or engineering or work executed that appear after Defect Liability Period except for the liability towards obligations that may survive in terms of the Contract after Defect Liability Period, except where such defects are the result of the gross negligence, fraud, criminal or wilful action of the Contractor.

9. LOSS OR DAMAGE TO PROPERTY, ACCIDENT OR INJURY TO WORKERS, INDEMNIFICATION

- The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers.
- If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.
- Notwithstanding anything in this Contract to the contrary, it is agreed that neither the Contractor nor the Employer shall be liable to the other party for loss of production, loss of profit, loss of use or any other indirect or consequential damages.

10. MANNER OF EXECUTION OF CONTRACT AGREEMENT

- 11.1. 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 a non - judicial stamp paper of Rs. 100/- with WBSEDCL with all related documents for satisfactory execution of the work.
- 11.2. 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 both the 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.
- 11.3. 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.

11. GENERAL REQUIREMENT

- (a) 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.
- (b) 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. The quoted rates shall include, wherever applicable, cost of cement, sand, brick bats, brick ballast, all sort of M.S. items and G.I. nuts, bolts, studs & washers of approved brand and quality, socketing of cables, ferrule for control cable, eye bolts etc. Rates will also include fabrication cost of all M.S. sections which will be supplied by WBSEDCL for making clamps and other fittings except fabrication of V Bracket and Top Adopter. All M.S. items supplied from the Store of WBSEDCL will be fabricated by the contractor. After fabrication, the fabricated items are to be galvanized by the contractor (if scope is mentioned in BOQ). Necessary supervision & testing will be made by the Engineers of the WBSEDCL at the workshop of galvanizing plant as per IS 2633: 1986. In this case, Rate should be quoted considering Transportation of materials by Road & River Transport (as required).
- (c) The contractor shall execute, complete and maintain the work as per direction of the Controlling Officer/Engineer-in-Charge of the work or his representative.
- (d) 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.
- (e) 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 is to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on behalf of the contractor) directions and instructions from the Controlling Officer/Engineer or his representative.
- (f) Removal of persons employed at site: The Controlling Officer/Engineer shall be at liberty to ask the contractor to remove from the site any person, employed by the contractor in the execution of the 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.

- (g) 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 work. If at any time during the progress of the work any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the work, the contractor on being asked to rectify by the Controlling Officer/Engineer, shall at his own expense rectify such error to the satisfaction of the Controlling Officer/Engineer.
- (h) 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 or statutory or other authority for the protection of the work or for the safety and convenience of the public or others.
- (i) Care of works: From the commencement to the completion of the work, the contractor shall take 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.
- (j) Workmen's compensation for accident or injury to any 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 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.
- (k) 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
- (l) 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.

12. LABOUR LICENSE

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

13. COMPLIANCE OF LABOUR LAWS:

The contractor shall comply with 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) after placement of Letter of Acceptance / Order.

14. NIGHT AND HOLIDAY WORK

If any work of permanent nature is to be carried out in three shifts and/or in Sundays & Holidays prior written permission of the Controlling Officer shall have to be obtained.

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

16. VARIATION, OMISSION. ADDITION & ALTERATION

The Contractor shall not modify the work except under direction in writing by the Company. The quantities provided in the Schedule of work are provisional only, which may vary up to any extent or may be deleted altogether. The quoted rate of each item shall remain Firm. The Company reserves the right to alter, amend, and omit or otherwise vary the quantities as may be necessary but such variation will be limited to $\pm 25\%$ (plus or minus twenty five percent) of the contract price. Payment shall be made as per actual execution.

17. TERMINATION OF CONTRACT

The WBSEDCL, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:

- (a) if the Contractor fails to commence / deliver any or all of the Goods / Services within the time period(s) specified in the contract, or within any extension thereof granted by the WBSEDCL
Or
- (b) If the Contractor fails to perform any other obligation(s) under the Contract
Or
- (c) If the Contractor, in the judgment of the WBSEDCL has engaged in corrupt or fraudulent practices in executing the Contract.

If the contractor fails, after **14 (fourteen) days** of such notice, to proceed with the work in the manner notified, the Company shall terminate the contract 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. Extra cost, if incurred by WBSEDCL to get the unfinished work done through other agency, may be realized from the Contractor's pending bills and security money. If the contract is terminated as above, the Contractor shall have no claim for compensation against WBSEDCL for any loss or deterioration of any materials that the Contractor may has collected or engaged or entered into on account of the work.

In addition, such action by the company as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for delay in completion of works. The termination of the contract under this clause shall not entitle the contractor to reduce the value of the performance bank guarantee nor the time thereof. The performance guarantee shall be valid for the full value and for the full period of the contract.

18. HOLIDAY LISTING AND VENDOR RATING

Holiday Listing & Vendor Rating will be applicable according to the “Holiday Listing & Vendor Rating” policies of the Revised Purchase Policy, which is posted in website of WBSEDCL (www.wbsedcl.in).

Holiday listing means debarment of Parties where Party shall mean Bidder / Licensor / Tenderer / Consultant / Vendor / Contractor / Sub-Vendor / Sub- Contractor/ Sub-Consultant, as applicable, from participating in the tendering process of WBSEDCL.

The reasons for putting a Party on Holiday Listing is to protect WBSEDCL from dealing with an undesirable Party.

Performance of the bidders, who supplied materials / equipment to WBSEDCL previously, will be evaluated for their Vendor Rating according to the said Vendor Rating policy and their Vendor Rating will be taken into consideration at the time of evaluation of Technical and Financial Proposals of the tender. Bidder have to submit a declaration in prescribed format under the Form Folder (Form IX) in their letter head that the bidder has not been placed on holiday list / blacklisted by WBSEDCL / Statutory / Regulatory / Government Authorities / State Electricity Utility / PSU. If the bidder is a Proprietary Concern, the Proprietor shall also give a declaration in prescribed format under the Form Folder in their letter head at the time of submission of bids that none of the other concerns of which he is a Proprietor or Managing Partner, has been placed on holiday list / blacklist by WBSEDCL / Statutory / Regulatory / Government Authorities / State Electricity Utility / PSU.

Bidders who have not submitted declaration of black list or holiday list shall be considered as non-responsive and their Bids shall be rejected.

19. RISK PURCHASE CLAUSE

If the successful tenderer fails to accept and take up /complete the work within the stipulated date, the company reserves the right to complete the said work from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the completion of work from alternative source will be recovered from the Security Deposit / Bank Guarantee or from other deposits, if the value of the work under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee, the same may be recovered, if necessary, by due legal process. As the said notice is yet to be served, it is suggested to serve the same along with the letter for termination of contract or the same may be inserted in the letter for termination of contract, if agreed to.

20. SUPPLEMENTARY WORKS

Whenever supplementary works become 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 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 hereunder:

- (a) The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract. The rates of all supplementary items shall be also derived from

earlier issued Purchase order of WBSEDCL / WBSETCL / Power Dept. / WBPWDSOR if available.

- (b) When above is not be applicable, the rate should be analyzed to the mutual acceptance of the present market rates of different elements involved in the item, against documentary evidence, with 5% overhead, contractor's profit as 10% (ten percent) and 1% (one percent) as 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. CONTROLLING OFFICER

The **Regional Manager, North 24 Parganas Region, WBSEDCL** shall be the Controlling Officer.

22. SUPERVISING OFFICER

The **Divisional Manager of the Concerned Division, WBSEDCL** shall be the Supervising Officer.

23. SITE ENGINEER

The **Divisional Engineer / Assistant Engineer (Technical) of the Concerned Division, WBSEDCL** shall be the Site Engineer.

24. CONSIGNEE OFFICER

The **Divisional Engineer (E), North 24 Parganas Region, WBSEDCL** shall be the Consignee Officer.

25. PAYING AUTHORITY

The **Manager (F&A), North 24 Parganas Region, WBSEDCL** shall be the paying authority. The payment shall be disbursed centrally from Corporate Finance, WBSEDCL.

26. SOURCE OF FUND

Funding of the scheme has been included in SESIS loan project funded by HUDCO having scheme code: 7045.

27. PRICE ADJUSTMENT

The prices for execution of the entire works covered under the scope of this work shall be quoted by the Bidder in the manner specified, in the ITB Section. The Ex-works price component, less advance will be subject to price adjustment (for which the bidder shall quote a base price), based on separate formulae as per price adjustment provisions as per latest guidelines / circulars / PV formula of IEEMA, shall be applicable only for equipment / materials / items of work specifically stated under below:

- **11 KV XLPE Cable 3Cx300 sqmm**
- **ACSR DOG 100 sqmm Conductor**

- **ACSR RABBIT 50 sqmm Conductor**
- **ACSR SQUIRREL 20 sqmm Conductor**

However, it shall be noted that the Price Adjustment clause will be effective from the contract signing date. The Employer shall ensure that all the Price Adjustment would be governed as per the approved schedule signed by Employer and Contractor.

Prices for Ex-works price component for all other equipment / items except specified above, Charges for Erection, Inland Freight & Insurance etc. shall be FIRM and no price adjustment shall be applicable for these components for the entire duration of the Contract.

Note : In case of any clarifications in the above formula kindly refer the IEEMA price variation formula given in the latest circular of IEEMA and, In case of any discrepancies the latest IEEMA circular published shall prevail.

28. PROGRESSIVE PAYMENTS (ERECTION)

First Installment (90%):

Ninety percent (90%) payments against Erection contracts shall be paid on erection, testing and commissioning of works and on submission of relevant documents as R.A. Bill subject to not less than 20% of contract value for each R.A. Bill will be allowed normally as indicated herein under:

- (i) Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.
- (ii) Certified copy of Insurance policy/Insurance Certificate.
- (iii) Material reconciliation statement consisting of the materials utilized for erection, testing & commissioning vis-à-vis erection activity of the lot of villages.
- (iv) Submission of certificate on measurement book by Site Engineer that materials under consideration have been erected, tested and commissioned as per technical specification, scope of work & approved drawings.
- (v) Test check certification on Measurement Book be recorded by officers in hierarchy with the claim as per policy.
- (vi) On submission of the certificate by the Site Engineer that the equipment / materials have been erected, tested and commissioned.
- (vii) On certification of the Site Engineer for reconciliation of materials and payments.
- (viii) On certification of the Site Engineer of updating the asset information in the GIS platform and providing requisite information as per Employer's GIS data model. The mobile application for GIS mapping has to be provided by the Employer.
- (ix) On certification of the Site Engineer that assets under the project are created and are taken over by Employer.
- (x) However, in case, for any reason solely attributable to the Owner/Employer, the commissioning of equipment/materials is delayed beyond 120 days of successful completion of final checking and testing of line for the purpose of commissioning as defined in bid documents, the balance 10% payment shall be released against an unconditional & irrevocable bank guarantee of equivalent amount initially valid till 6 months from the readiness of transmission lines/ distribution transformer/ service connections for commissioning and charging at rated voltage, to be extended till 30 days beyond actual commissioning & taking over.

Final Installment:

The balance installment of payment against Erection contracts shall be released on successful commissioning of the works in the project, issuance of Completion Certificate of the project and asset tagging of the created asset in GIS portal provided by the Nodal agency, if applicable.

Commissioning for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests and continuous energisation of the equipment / materials at rated voltage as per the Contract and to the satisfaction /approval of the Employer.

29. PAYMENTS (SUPPLY)

- (a) An interim payment of 80% (Eighty Percent) of the Ex-works price of materials / equipment shall be paid along with Freight and Insurance charges in full on storage at site and on physical verification by the Engineer-in-charge.
- (b) 100% (Hundred percent) GST will also be paid / reimbursed after statutory deductions, if any, on verification of relevant documents at this stage on submission of GST rate, amount, HSN/SAC code for each item of supply as applicable as per Tax Invoice based on LOA.
- (c) The next 10% (Ten Percent) of the Ex-works price of the materials / equipment shall be paid on successful completion of erection, testing, commissioning and charging of all the materials/equipment and reconciliation of materials / equipments at the respective site.
- (d) Balance 10% (Ten Percent) will be released after completion of defect liability period.
- (e) Progressive payment of supply of material / equipment will be made only if 50% erection activities are achieved / completed for earlier envisaged materials/ equipments already supplied and billed in complete for which amount is payable.

30. COMPLETION OF CONTRACT

All works under the contract must be completed within the specified period while portions of work as per programme settled in consultation with the Controlling Officer shall be completed by the date stipulated in the said programme. It is to be noted that time is the essence of the contract and any default on the part of the contractor to complete the work within the stipulated date/dates aforesaid or within the time as may be extended in writing by the Controlling Officer subject to 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.

31. MITIGATION OF RIGHT OF WAY (ROW) ISSUES

The contractor has to make necessary liaison in obtaining required permission / NOC from respective Government Department / Local bodies to solve the ROW issues. In such cases, WBSEDCL will arrange to apply for NOC and bear necessary fees, as per rules of the concerned Government Department / Local bodies.

However, for any costs, obligations or liabilities incurred beyond the aforementioned circumstances including all local or public disputes, the contractor shall be solely liable for mitigating such issues.

32. DRAWING

The work shall be carried out as per the instruction and to the satisfaction of the Site Engineer in accordance with the signed drawing, specification and schedule of quantities and as per instructions which will be given by the Site Engineer or any competent authority from time to time. Drawings are given in NIT for reference purpose.

33. MATERIALS

The required materials as per BOQ for this work will be supplied by the agency as per approved Guaranteed Technical Particulars (GTP) and Technical Specifications of WBSEDCL / referred specification / specification in Hand Book of Standard Drawing for R.E and Distribution Work (1st Edition dated 01.02.1991) from any reputed vendors who have experience in supplying the similar type of items having same voltage grade or higher voltage grade to WBSEDCL or under the authority of State / Central Government, State / Central Government undertaking Organizations, Govt. Enterprises / Co-operative Society / Electricity Power Utility, Power Dept. in India, Statutory Bodies / Local Bodies constituted within last five years from date of publication of the tender.

Technical Specification of all centrally procured items will be timely updated / standardized by the competent authority of WBSEDCL and updated technical specification of the items procured by the Company (WBSEDCL) will be posted in Website of WBSEDCL. There shall not be any modification in specification during tendering process. Technical Specifications of the materials are available under the Tender section in the website of WBSEDCL i.e. www.wbosedcl.in.

Guaranteed Technical Particulars (GTP) must be prepared in consonance with the latest technical specifications available in the website of WBSEDCL and submitted to the Controlling Officer as per procedure with all relevant documents for approval by the competent authority before commencement of supply of materials. Any rectification / correction / modification in approved GTP have to be incorporated by the tenderer for the materials to be supplied.

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 Engineer-in-charge.

N.B.: Scope of work & Material specification has been described in the Section – technical Specifications and Drawings.

34. TURNKEY CONTRACTOR'S STORE

The contractor shall maintain a designated central store for this project for receiving, stacking, issue and dispatch of materials at a suitable location having adequate space and covered area within North 24 Parganas District. After awarding of LOA / contract order the contractor shall inform the Controlling Officer in writing about the location of the store proposed to be used for this project. The Controlling Officer shall confirm the suitability of the proposed location in writing after carrying out necessary verification and inspection. The location of the store shall

not be changed except under any exigent circumstances, where prior permission of the Controlling Officer shall be taken.

The turnkey contractor shall deploy his own manpower at the store for round the clock security and for its day to day operation.

The employer shall be provided access to the store by the contractor at any time for inspection, testing and survey of materials or for any other purpose in the interest of execution and completion of the project.

35. 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 Site Engineer.

Sample Approval:

The Contractor shall get sample(s) of each & every item / material / equipment approved as per instruction of the Controlling Officer / Site Engineer and as far as practicable prior to bringing in at site for use, well in advance. The Controlling Officer / Site Engineer shall have every discretionary power to allow or disallow any items / materials / equipment based on submission of the sample(s) by the Contractor. If the items / materials / equipment brought at site for use at work does not match with the sample(s) thus approved beforehand by the Controlling Officer / Site Engineer, then the Controlling Officer / Site Engineer shall have the discretionary power to reject those items / materials / equipment brought to site for use at work and instruct the Contractor to remove those items / materials / equipment forthwith. The decision of the Controlling Officer / Site Engineer shall be binding on the Contractor. The Contractor shall furnish to the Controlling Officer / Site Engineer for approval, when requested or if required by the specifications, adequate samples of all materials to be used in the work. Such samples shall be submitted before the work is commenced and with ample time to permit tests and examinations thereof.

Defective Materials:

If in the opinion of the Site Engineer, 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.

Tests and test Certificate:

The Controlling Officer / Site Engineer may ask the contractor to submit the test certificate of any material (to be used for the work) from the manufacturer(s), in conformity to the relevant Indian Standard Code of Practice. Even after submission of such test certificate, the Controlling Officer / Site Engineer may further ask the contractor for testing of particular material, preferably from Govt. Testing Laboratory for acceptance / rejection of material, at the risk and cost of the contractor, till such particular material is allowed to be used for the work.

The “Technical Specification” in NIT or website of WBSEDCL www.wbsedcl.in to be referred in conjunction with this GCC for further details regarding the above.

36. DEFECTIVE MATERIALS

Non - conforming to the specification laid down in NIT and/or approved GTP may lead to outright rejection , 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 works, 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.

37. DRAWINGS

The works shall be carried out as per the instructions and to the satisfaction of the Engineer in accordance with the signed drawings, the specifications 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.

38. INSPECTION, TESTING AND DISPATCH INSTRUCTION OF PURCHASED MATERIALS

The instruments / equipment required for Inspection & Testing should have valid Calibration Certificate issued by NABL or NABL accredited lab. The certificate may be accepted unconditionally provided the certificate bears an Accreditation body Logo.

Necessary confirmation regarding above is to be given along with inspection offer failing which the inspection offer will not be accepted. If during inspection & testing, the suppliers fail to produce Calibration Certificate as indicated above, the offered lot shall be rejected.

The materials / equipment shall be subjected to tests as per relevant Indian Standards and as per Technical Specifications of WBSEDCL / referred specification / specification in Hand Book of Standard Drawing for R.E and Distribution Work (1st Edition dated 01.02.1991). If the Indian Standard has the provision of routine tests, each material / equipment shall be subjected to those routine tests. In all such cases, while offering, test reports indicating the test results should be submitted in six copies to the inspecting authority of the Company as will be intimated by controlling officer.

However, WBSEDCL reserves the right to depute its Engineers for carrying out inspection and testing on the offered lot as per relevant Indian Standards and Technical Specifications of WBSEDCL / referred specification / specification in Hand Book of Standard Drawing for R.E and Distribution Work (1st Edition dated 01.02.1991) and also reserves the right to reject either raw materials or finished products found to be not complying with the requirement of the specifications and standards. The supplier shall give at least 15 (fifteen) days prior intimation about the readiness of the materials/equipment at the works for testing and inspection. The supplier shall extend all facilities for such inspection and testing for which no extra cost shall be charged and the inspection report shall have to be signed jointly otherwise the offered lot(s) shall be treated as cancelled.

WBSEDCL reserves the right to carry out in-house testing of the supplied materials at destination stores, in presence of authorized representative of the Contractor. In case, they are not present, WBSEDCL shall Test unilaterally and their result will be binding on them. In case, the test results deviates from the inspection result carried out at Manufacturers' Works (more than specific tolerance as per IS where ever applicable), WBSEDCL reserves the right to cancel the specific lot and in that event materials are to be replaced by the Contractor free of cost including the transportation from the site to their works and back.

The dispatch instruction will be issued within 07 (seven) days following the date of inspection. Delivery of the material / equipment shall be done within 21 days after having the dispatch instruction with approval of the supplier's test reports and the supplier should send intimation to the controlling officer regarding dispatch of materials to stores immediately after dispatch. No extra cost shall be charged for the above tests.

39. SURPLUS MATERIALS

On completion of the works all such materials supplied by contractor for erection that remain unutilized, if any, shall be taken back by Contractor after detailed materials and payment reconciliations. The Contractor, within two (2) months from the taking over of the equipment/ materials under the contract, shall submit payment and materials account for the reconciliations, failing which necessary recoveries will be made from the outstanding bills of the Contractor for the cost of the materials left unaccounted as decided by the Site Engineer.

40. RETURNING OF DISMANTLED MATERIALS

Any materials dismantled as per schedule of works or BOQ shall be the property of WBSEDCL. The dismantled materials shall be stacked according to type, category etc. at site, indexed, and recorded in presence of representative of WBSEDCL. The dismantled materials to be returned to any designated store of WBSEDCL as will be communicated by the Controlling Officer / Site Engineer / Consignee Officer from time to time to the contractor. The statement of material dismantled and returned to store to be prepared by the contractor as per annexure or as may be instructed by the Consignee Officer and submitted to the Controlling Officer / Consignee Officer.

41. HANDING OVER OF ASSETS

On completion of erection and testing of a portion of work the contracting agency shall submit digital photographs in soft copies of each and every support structure along-with submission of completion report in support of their claim for energisation and handing over of assets. The Contractor within a week time shall review the photographs for acceptance of quality of works and shall immediately deploy officials for joint measurement and inspection of executed works for energisation. In parallel, a requisition to State Electrical Inspectorate shall also be submitted by the Contractor. Fee / Charges for inspection by electrical inspector shall be paid by the Contractor wherever it is applicable. While offering section of work / substation for commissioning and handing over, turnkey contractor shall provide pre-commissioning test reports and detail checklist.

42. CONTRACT CLOSING

On completion of handing over formality and successfully completion of defect liability / guarantee period, the contract shall be closed on completion of following formalities:

- (a) Material reconciliation,
- (b) Payment reconciliations, submission and verifications that reconciliation of payment toward statutory provisions like GST and other Taxes, Duty, any other dues etc. Reconciliation statement shall be verified and vetted by chartered accountant.
- (c) Approval for extension of Completion period, with or without compensation, as required.
- (d) Certification from agency regarding payment of dues to its Workers/ contract Labours, Payment of statutory dues toward Provident Funds, wages etc. as required.
- (e) Certification of The Contractor of erection, testing and commissioning of the equipment have been completed as per specifications laid down in the contract and defects noted at the time of commissioning and notified to the agency have been liquidated to the satisfaction of Employer.
- (f) Removal of construction meant for site stores, hutment, labour colony etc. in the premises of employer.
- (g) Certificate from the Contractor regarding final amendment of drawings and detailed of such amendments,
- (h) Drawing receipt certificate by the Contractor,
- (i) Receipt of compliance report on Quality Assurance Mechanism along with photograph, Assurance documents by the Contractor
- (j) Shortfall in equipment / Line performance Certificate issued by the Contractor,
- (k) No demand certificate issued by contractor
- (l) Certificate about completion of Defect Liability Period of the package by Contractor,
- (m) Certificate regarding return of Performance Security / Indemnity Bond by Contractor/Employer

43. EXTENSION OF TIME

If the work is suspended due to reasons beyond the control of the contractor, the contractor shall immediately give notice in writing within 7 (seven) days to the controlling officer for each occasion. On receipt of such notice, the controlling officer may verify the matter and agree to extend the completion period as may be reasonable but without prejudice to other terms and conditions of the contract as the case may be if the reasons behind the suspension of work are found to be justified.

44. LIQUIDATED DAMAGE

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 of delay subjected to the Force Majeure.

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.

45. DEFAULT RISK

In the event of the contractor's inability / non-response to accept and take up the work as per the order & contract agreement, the Owner reserves the right to terminate the contract with

forfeiture of E.M.D. along with Contract Performance Guarantee and deploy any separate agency to complete residual portion of this contract. If the contract is terminated in the above manner, the Contractor shall have no claim for compensation against the Owner. the Owner shall have the right to engage any other Contractor to complete the work and any extra cost incurred by the Owner to the get the work completed in all respect will be realized from the pending bill(s) and/or E.M.D. and/or Retention Money and/or Security Deposit and/or any Bank Guarantee(s) of the original Contractor for this contract or any other contract under WBSEDCL.

46. INSURANCE

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

To the extent specified in the Appendix to the Contract Agreement titled Insurance Requirements, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.

(i) Cargo Insurance During Transport

Covering loss or damage occurring while in transit from the Contractor's or Subcontractor's works or stores until arrival at the Site, to the Plant (including spare parts thereof) and to the Contractor's Equipment.

(ii) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities with extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.

(iii) Third Party Liability Insurance

Covering bodily injury or death suffered by third Parties including the Employer's personnel, and loss of or damage to property occurring in connection with the supply and installation of the Facilities.

(iv) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors, whether or not owned by them, in connection with the execution of the Contract.

(v) Workers' Compensation

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(vi) Employer's Liability

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(vii) Other Insurances

Such other insurances as may be specifically agreed upon by the Parties hereto as listed in the Appendix to the Contract Agreement titled Insurance Requirements.

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub Clause, except for the Third-Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause except for the Cargo Insurance During Transport, Workers' Compensation and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insured's for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Contractor shall, in accordance with the provisions of the Appendix to the Contract Agreement title Insurance Requirements, deliver to the Employer certificate so insurance or copies of the insurance policies as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to the Employer by insurer prior to cancellation or material modification of a policy. The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor. The Employer shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in the Appendix to the Contract Agreement titled Insurance Requirements, in the sums and with the deductibles and other conditions specified in the said Appendix. The Contractor and the Contractor's Subcontractors shall be named as co-insured's under all such policies. All insurers' rights of subrogation against such co-insured's for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Employer shall deliver to the Contractor satisfactory evidence that required insurances are in full force and effect. The policies shall provide that not less than twenty-one (21) days' notice shall be given to the Contractor by all insurers prior to any cancellation or material modification of the policies. If so requested by the Contractor, the Employer shall provide copies of the policies taken out by the Employer under this GCC Sub-Clause. If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC Sub-Clause, the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If the Employer fails to take out and/or maintain in effect the insurances referred to in GCC, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Employer under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Employer. If the Contractor fails to or is unable to take out and maintain in effect any such insurance, the Contractor shall nevertheless have no liability or responsibility towards the Employer, and the Contractor shall have full recourse against the Employer for any and all liabilities of the Employer here in. Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC, and all monies payable by any insurers shall be paid to the Contractor. The Employer shall give to the

Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Employer's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Contractor's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.

47. SAFE CUSTODY OF WBSEDCL MATERIALS AND EXECUTED WORKS

You shall be entirely responsible for all the materials and the executed portion of the work till it is officially taken over by the WBSEDCL. The working site till handed over to WBSEDCL to be clearly demarcated (Through temporary fencing / Danger Tape) and execution of works to be cautioned before pedestrians & vehicles by using Caution Boards.

It is your responsibility to keep the policy alive throughout the desired period by timely and adequate payment of the premium. The insurance policy should cover towards materials. If the amount of contract is modified subsequently the Insurance coverage should also be modified accordingly.

48. DEDUCTIONS OF TAXES AND CESS FOR BOCWWC ACT 1996

TDS will be deducted as per Income tax Act, 1961 from the total amount of each bill. TDS will be deducted as per Goods & Services Act from the total amount of each bill as per statute.

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.

49. 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 dine to any resistance towards work.

50. 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 WBSMEDCL of any of his liabilities and obligations under the contract.

51. ENGINEER'S DECISION

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

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

52. LIABILITY OF ACCIDENTS AND DAMAGE

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

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

53. COMPLETION OF WORK

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

54. IDLE LABOUR / MACHINERY

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

55. SAFETY RULES

- (i) The bidder shall also provide necessary fencing and lights to protect the public from accident.
- (ii) 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.
- (iii) When the work is done near any place where there is risk of drowning, all necessary equipment 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.
- (iv) 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.

- (v) 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.
- (vi) 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.
- (vii) All storage, handling & use of flammable liquids shall be under the supervision of qualified persons.
- (viii) First aid arrangements with the degree of hazard and with no. of workers employed shall be maintained in a readily accessible place throughout the whole of working hours.

Reporting of Accident:

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

Serious Injuries:

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

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

Fatal Accident:

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

Enquiry by competent authority of WBSEDCL

The competent authority of WBSEDCL shall conduct enquiry as per law to determine the cause of occurrence of any fatal / non – fatal accident involving any worker, supervisor, officer of the contractor and/or WBSEDCL, human and/or animal not related to the contractor and/or WBSEDCL and any incident of damage to property of WBSEDCL, any other government and/or non – government agency, company, organization etc., at the work site, camp of the contractor, while transport and/or conveyance to and from the work site pertaining to execution of this contract / works and to fix – up responsibility and to submit report with recommendation of punishment, compensation etc. to the appropriate authority of WBSEDCL and government.

The contractor shall be bound to preserve and handover any material / document / online data etc. as may be requisitioned as evidence and to provide access to any work site, camp or office of the contractor to the competent authority of WBSEDCL for the purpose of enquiry.

Penalty:

Failure to observe the Safety Rules will make the contractor liable to penalty by way of suspension of work and elimination of contract adequate arrangement for proper lighting & guarding shall be made at the work site.

Any awarding of compensation ordered by the appropriate authority of WBSEDCL and/or government and/or court of law due to occurrence of accident and damage of property where the contractor is found to be responsible shall be borne by the contractor.

56. ADDITIONAL CONDITIONS OF CONTRACT

- (i) 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 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.
- (ii) 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.
- (iii) 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.
- (iv) 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
- (v) 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.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) The cost of testing of concrete and any other material shall be borne by the contractor.
- (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 co-ordination with other contractors who may be working in the area. All arrangements/ programs 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 the contractor, are promptly rectified as per his 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 has 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 of 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) The contractor shall not off-load the Contract or part thereof to any subcontractor without obtaining written permission from the Controlling Officer of the work. In the event 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- contractor and WBSEDCL of any of his liabilities and obligations under the contract.
- (xvi) 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 specifications 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.
- (xvii) 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.
- (xviii) The contractor shall provide sufficient strong and stable staging as to ensure safety of the labourers and structures.
- (xix) The contractor shall dismantle and remove the staging and other temporary structures like stores, offices, labour camps etc. on completion of work/ clear and dean the site where such temporary facilities were built and restore the same to original condition.
- (xx) 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.
- (xxi) All materials including reinforcing steel, cement for concrete work, sanitary, plumbing & carpentry fittings shall be procured after approval of brand and make by WBSEDCL.
- (xxii) All bricks have to be submerged in vats before put to use. Curing shall be done with proper care.
- (xxiii) The contractor has to make arrangement for temporary cover to enable civil construction works to continue if interrupted due to rains during monsoon.
- (xxiv) Bar chart showing all activities needs to be submitted before commencement of work.
- (xxv) Depth of the tube well, if any, shall be complied with Public Health Engineering Directorate recommendations.
- (xxvi) All drawings supplied with the bid documents are tentative / for guidance only.
- (xxvii) WBSEDCL shall not be liable under any circumstances for any accident / untoward incidents, if happened during execution of works.
- (xxviii) The contractor shall submit test certificate from the appropriate authority for pot ability of drinking water indicating presence of Arsenic & other chemicals, if any.
- (xxix) If specification of any items of work is not covered in the Bid Documents the same shall be guided from PWD Schedule of Rates.
- (xxx) All dismantled departmental materials shall have to be returned to stored/ disposed and stacked in a place (within 500 m lead) provided by the Purchaser without any extra cost to WBSEDCL.
- (xxxi) Mode of measurement shall be followed as described.
- (xxxii) The "Technical Specification" shall have to be complied with along with the PWDSOR and National Building Code as well as relevant Indian Standard Code of Practice.

- (xxxiii) All works will have to be done according to the drawings duly approved by Site Engineer before the work is taken up. Works shall have to be executed on the basis of the detailed drawings to be provided by WBSEDCL.
- (xxxiv) All works shall have to be carried out with due regard to the convenient to the surrounding establishments/occupants.
- (xxxv) Damages to any property during execution have to be rectified as directed by Site Engineer at the cost of the contractor and with the satisfaction of WBSEDCL.
- (xxxvi) All necessary precautions to be adopted at site by the contractor to avoid injuries to any labour or any person. Necessary signage, segregation has to be organized by the contractor at his own cost. Guarding of properties as well as materials during non-working period including at night, Sundays/holidays are also to be arranged by the Contractor, over and above general guarding during normal working hours, at his risk and cost.
- (xxxvii) The contractor shall save, harmless and indemnify WBSEDCL from and against any claims, demands, suits and proceedings for or on account of infringement of any patent right, design, trademark or name or other protected right like cutting of any tree, constructional plants, machine, work materials or things or process used for or in connection with the works or temporary work or any of them.
- (xxxviii) The contractor shall not assign or sublet or employ for any portion of the work through specialized agency/erector if intended or required without bringing it to the notice of WBSEDCL and obtain necessary approval from the respective authority. The relevant clause (s) of the bid document shall be applicable also.

SECTION V

GENERAL INSTRUCTIONS

- (1) All relevant IS Codes or specifications along with PWD specifications shall be applicable in general.
- (2) In all possible cases sample approval from WBSEDCL is necessary prior to bulk procurement by the Contractor.
- (3) All approved samples shall be kept at site at the risk and cost of the Contractor for the entire period of Contract.
- (4) In case of mismatch/difference between approved sample and bulk procured item, the Contractor shall remove the materials within 24 hours of bringing in the materials at site at his risk and cost.
- (5) Test certificates for materials brought and used at site shall have to be submitted to WBSEDCL, in all possible cases including steel and cement.
- (6) Over and above, WBSEDCL may instruct the Contractor for further testing of materials at the risk and cost of the Contractor from Government Test Houses/ Laboratories.
- (7) The "Warranty" / "Guarantee" from the manufacturer shall have to be submitted by the Contractor in the name of WBSEDCL, in all possible cases with cross warranty of installation and/or workmanship by the Contractor. The Decision of WBSEDCL shall be final and binding on the Contractor.
- (8) Specialized work shall have to be carried out with specialized persons / agency / authorized applicator etc., as the case may be.
- (9) No work shall be carried out without the knowledge / prior intimation / approval / checking etc. by WBSEDCL. If such a case arises, WBSEDCL may not accept the work and WBSEDCL shall have the right to accept such work/part of work with no admissibility of payment. Recurrence of such incident may attract penal measures on the Contractor as may be decided by WBSEDCL.
- (10) Work beyond normal working hours and on Sundays / Holidays shall be executed with prior intimation and permission thereof by the Controlling Officer / Engineer-In-Charge.
- (11) Unless otherwise specified elsewhere in this Contract, all work under this Contract shall be carried out in accordance with the technical specification and the latest issue of the Indian Standard Specification applicable to the particular class of work. If Indian Standards are not formulated for any particular material of work, the relevant British Standard Specification shall apply.
- (12) Relevant issues of I.S. Specifications, applicable to the particular work have been described along with the Specification for respective works as far as possible. In case of any confusion/ambiguity/dispute etc. regarding the meaning and interpretation of any Specification for the respective works, the decision of WBSEDCL shall be final and binding on the Contractor.
- (13) All in-site tests shall have to be carried out in presence of the authorized representative(s) of WBSEDCL at site with prior intimation (at least 72 hours before) to the satisfaction and acceptance of the Owner with attaining the applicability / functionality of the works / materials / equipment etc., as the case may be.
- (14) All test reports, in-situ as well as tests at site and/or laboratory tests shall form the part of the Contract for acceptance of the work in part and/or whole and the Contractor shall submit the reports / results duly authenticated by him and/or WBSEDCL's representative at site present during the test/authorized signatory of the testing house / laboratory (for testing at Govt. Test houses / laboratory) within 15 (Fifteen) days from the actual date of testing or as directed by WBSEDCL specifically.
- (15) The relevant clauses of G.C.C. and S.C.C. shall also be applicable and should be read in conjunction with the "Technical Specification". In case of any anomaly / dispute, decision of WBSEDCL shall be final and binding on the Contractor.
- (16) No extra claim for any test, re-test including the tests for pre-commissioning as well as commissioning whatsoever, shall be entertained by WBSEDCL.

- (17) All the relevant I.S Codes, specifications etc. shall be made available to WBSEDCL by the Contractor against the work during the entire period of Contract.
- (18) All manuals, brochures etc. shall be handed over to WBSEDCL immediately after execution and testing of each part of the relevant work.
- (19) The list of approved materials mentioned in the B.O.Q. and/or Technical specification is a guideline to the Contractor only. WBSEDCL reserves the right to instruct the Contractor to procure materials, equipment etc. beyond the list of approved materials mentioned in the B.O.Q. as well as in Technical specifications of equivalent quality.
- (20) All registers, reports, drawings, diagrams, warranties etc. shall be property of WBSEDCL and the Contractor shall have to submit to WBSEDCL as per terms of the Contract.
- (21) Any revision of work, drawings etc. shall have to be accepted by the Contractor during execution of the work within the purview of the Contract, as a whole.
- (22) The following "Order of Preference" shall prevail in case of any ambiguity between specifications, drawings and Bill of Quantities (BOQ).
 - (i) Bill of Quantities (BOQ)
 - (ii) Technical Specification as well as Special Conditions of Contract
 - (iii) Execution drawingsIf no solution can be made by the above "Order of Preference", then the decision of WBSEDCL shall be final and binding.
- (23) Notwithstanding above or any of the clauses contained in the bid document, decision of WBSEDCL on any clause or for any case shall be final and binding on the Contractor.

Whatsoever the case may be, compliance of all the clauses for execution of the entire contract, it shall not relieve the Contractor from any of his obligations under the contract and the Contractor shall remain fully responsible for completeness, accuracy & correctness of all the documents & drawings & works till completion of the contract with the Contractor.