



**West Bengal State Electricity Distribution Company
Limited**

(A Government of West Bengal Enterprise)

**Office of the Regional Manager, Burdwan Region Office.
Administrative Building , 1st floor, Power House, Bardhaman,
District – Purba Bardhaman Pin-713101**

Telefax : ☎0342-2662431

Email: rmbdn.wbsedcl@gmail.com

NOTICE INVITING e-TENDER

NIT No. : RM/BDN/ IPDS/BONGPUR/MT/20-21/35/919

Date: 10.02.2021

The Regional Manager, Burdwan Regional Office, WBSEDCL invites open e-Tender only from the bonafide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises etc. for the following work: [Submission of Bid through online].

Sl No	Name of the work	Estimated Value (Rs.)	Earnest Money (Rs.)	Tender Fee (Rs.)	Completion Time
1	Laying of 33KV XLPE 3X400 sq.mm Cable through Micro tunneling from Lakshmipur Math to new Bongpur 33/11 KV SS with supply and jointing of required jointing- kits and other allied work under IPDS under Burdwan Region Dist: Purba Bardhaman at West Bengal.	Rs. 7870029.00 (Rupees Seventy Eight Lakhs Seventy Thousand and Twenty Nine only)	Rs. 157400.00 (Rupees One Lakhs Fifty Seven Thousand Four Hundred Only)	Rs. 4130.00 (Rupees Four Thousand One Hundred and Thirty Only) (Tender Fee: 3500.00 + 18% GST: 630.00)	60 (Sixty) Days

- In the event of e-filing intending bidder may download the tender document from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary cost of tender document (tender fees), Earnest Money may be remitted through demand Draft / Banker Cheque issued from any nationalize bank in favour of “**West Bengal State Electricity Distribution Company Limited**” payable at Burdwan and also to be documented through e-filling. The original Demand Draft / Banker Cheque against tender fees, Earnest Money should be submitted physically at **Burdwan Regional Office, Administrative Building , 1st floor, Power House, Bardhaman, District – Purba Bardhaman Pin-713101** under sealed cover with due date & time of submission of Bid.
- Both Technical Bid and Financial Bid should be submitted in technical and financial folder concurrently duly digitally signed by the Bidders through the website <https://wbtenders.gov.in>.
- Technical Document and Financial Bid should be submitted online on or before **02.03.2021 up to 17:00 Hrs**
- The FINANCIAL OFFER of the prospective bidders will be considered only if the TECHNICAL DOCUMENT of the bidders found qualified by the Tender Inviting Authority(WBSEDCL). The decision of the Tender Inviting Authority (WBSEDCL) will be final and absolute in this respect. The list of Responsive and Non-Responsive Bidders will be displayed in the website.
- Eligibility criteria for participation in the tender:**
 - Technical Requirement:-** Bonafide, experienced & resourceful contractors of Govt., Semi Govt., Govt. undertaking Organizations, Govt. Enterprises, Other Licensee of States, etc. who is technically qualified and have successfully completed similar nature of work having value not less than 50% (Fifty percent) of the estimated cost in a Single contract during last 3 (Three) years.
 - Commercial Requirement:-** Annual audited Financial Report for last three years to be submitted for verification i.r.o bidders for whom audit

of accounts is mandatory. For those whose audit of accounts is not mandatory, they shall submit copy of IT return along with related enclosures (Form 3CA and Form 3CB) for last three years.

5.3. Statutory Requirement:-

- i) Valid copies of current G S.T. certificate,
- ii) ESI registration wherever applicable,
- iii) Current Challan for depositing Professional Tax (PT)
- iv) EPF registration, Service Tax Registration certificates
- v) Certificate of compliance of statutory obligations (to be documented through e-filing).
- vi) Copy of IT return for last three financial years, PAN Card, as applicable.
- vii) Documents in support of credential: Copy of orders & Completion Certificate
- viii) Performance Certificate as Prime Contractor for execution of similar nature of works for last three years and details of works in hand.
- ix) Information regarding any past and current litigation with WBSEDCL/WBSETCL/Govt./PSU in which the bidder is involved, the party is concerned and disputed amount, wherever applicable.

6. Bids shall remain valid for a period not less than 180 (One Hundred Eighty) days after date of bid opening of tender. Bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the bidders withdraw the bid before the period of bid validity without giving any satisfactory explanation for such withdrawals, the Earnest Money as deposited will be forfeited forthwith without assigning any reason thereof.

7. Date & Time schedule:-

Sl. No.	Particulars	Date and time
1	Date of uploading of NIT and Tender Documents (online).	10.02.2021 after 14:00 Hrs
2	Documents sell/ downloading start date (Online)	11.02.2021 after 11:00 Hrs
3	Bid submission start date (Online)	11.02.2021 after 11:00 Hrs
4	Bid submission close date (Online)	02.03.2021 up to 17:00 Hrs
5	Date of submission of original copies for the cost of Tender Documents and Bid security Deposit/ Earnest Money (offline).	Up to 05.03.2021 at 17:00 Hrs
6	Date for opening of Technical bid (online) for the Bidders	09.03.2021 after 12:00 Hrs
7	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	To be notified later
8	Date, for opening of Financial Bid (online).	To be notified later

8.0 Earnest Money:

Earnest Money shall have to be deposited in a separate cover @ 2% of the estimated cost in the form Of Demand Draft/Bankers Cheque/Pay Order on any Nationalize Bank in favour of WBSEDCL and payable at Burdwan.

- 9.0 The bidder shall submit along with the offer necessary documents in support of their previous such type of work/ tender/ similar items to WBSEDCL/Other Power Utilities/Other Govt. Departments in earlier occasions and financial capabilities to the extent of the estimated financial amount of their offer.

10.0 WBSEDCL reserves its right to take decision keeping its financial interest.

- 11.0 If the offer is submitted without or 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. The offer shall remain valid for a minimum period of 120 days from the next day of opening of the tender.

12.0 At the time of placing purchase order, the quantity mentioned in the Tender Document may vary up to $\pm 25\%$.

- 13.0 Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.

14.0 The Tender Inviting Authority (WBSEDCL) does not bind itself to accept the lowest bidder and reserves the right to accept or reject, split any / all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the Bidder at any stage of the Bidding. Tender inviting Authority (WBSEDCL) also reserves right to accept/cancel/ withdraw the concerned NIT in full or part due to unavoidable circumstances and no claim in this respect shall be entertained.

15.0 Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.

16.0 Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders, General Conditions of Contract of this tender.

17.0 Any further information may be had from the website: www.wbsedcl.in and the following office:

**Office of the Regional Manager,
Burdwan Region Office.
Administrative Building ,
1st floor, Power House, Bardhaman,
District – Purba Bardhaman Pin-713101**

Tender Inviting Authority (for WBSEDCL):-

Sd/-

Name: - (Raju Mondal)
Regional Manager
Burdwan Regional Office

INSTRUCTION TO BIDDERS

Preamble:-

This part, Instruction to bidders (ITB), of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer (Tender Inviting Authority). It also provides information on bid submission, opening and evaluation and on Contract award.

1. GENERAL INSTRUCTION:

WBSEDCL herein after called Employer will receive bids i.r.o equipments to be erected set-forth in the accompanying specifications. All bids shall be prepared & submitted by bidders in accordance with these instructions.

For the purpose of implementation of subject package, Project Implementation Agency (WBSEDCL) shall be referred as “Employer” and the State Government of concerned state where the works are to be executed shall be referred as “The Owner”.

The Employer (WBSEDCL) shall provide all required major materials free of cost to the Contractor under the NIT as detailed in Material Schedule for execution of Erection job except as mentioned below in clause 2.

2. The Contractor shall unless specifically excluded in the Contract, perform all such works and/or supply 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.

3. GENERAL GUIDANCE FORE-TENDERING:

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

Registration of Contractor:

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

Digital Signature Certificate(DSC):

Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Guideline to Bidder DSC is given as a USB e-Token.

The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents

4. SUBMISSION OF TENDERS:

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

4.1. Technical Proposal

The Technical Proposal shall contain scanned copies and/or declarations in the following standardised formats in two covers (folders).

4.1.1. Statutory Cover file Containing:

- a) Bank Draft / Bankers Cheque / Pay Order towards cost of tender documents as prescribed in the NIT, against each serial of work of any Scheduled Bank in favour of “West Bengal State Electricity Distribution Company Limited” payable at Burdwan District.
- b) Bank Draft / Bankers Cheque / Pay Order towards BID SECURITY as prescribed in the NIT against each of the serial of work of any Scheduled Bank in favor of “West Bengal State Electricity Distribution Company Limited” payable at Burdwan District.
- c) The rate will be quoted in the B.O.Q on line in e-portal. Quoted rate will be encrypted in the B.O.Q under Financial Bid.
- d) “General condition of contract & “Detail scope of work”.

4.1.2. Non-Statutory Cover (My Document):

- a) Valid Electrical Contractor’s License with Supervisory Competency Certificate suitable upto 33 KV (UG cable)
- b) Copy of I.T. return for last 3 (three) financial years
- c) Copy of PAN card.
- d) VAT registration Certificate, if applicable
- e) Service Tax registration Certificate
- f) Professional Tax Clearance Certificate / Professional Tax (PT) deposit receipt challan (current).
- g) EPF registration certificate and challan for last month.
- h) ESI Registration / Proper Mediclaim Insurance Policy.
- i) Documents in support of credential: Copy of orders & Completion Certificate as per NIT requirement
- j) Performance Certificate as Prime Contractor for execution of similar nature of works for last three years of works in hand, wherever applicable
- k) Information regarding any past and current litigation with WBSEDCL/WBSETCL/Govt./PSU in which the bidder is involved, the party is concerned and disputed amount, wherever applicable..

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

4.1.3. Opening of Technical proposal:

Technical proposals will be opened by the Regional Manager, WBSEDCL, Burdwan Regional Office, Burdwan District and his authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).

a) Intending bidders may remain present if they so desire.

b) Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.

c) Summary list of technically qualified bidders will be uploaded online.

d) Pursuant to scrutiny & decision of the Department, the list of eligible bidders will be uploaded in the web portal.

4.1.4 Financial proposal:

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

5. COST OF BIDDING:

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 bid and entering into an agreement for the work / works as mentioned in the NIT, before submitting offer with full satisfaction. The costs for visiting the working site shall be at the bidder's own expense. The intending bidders shall clearly understand that whatever may be the outcome of the present invitation of the bid, no cost of bidding shall be reimbursable by the Tender Inviting Authority.

6. AMENDMENT OF BIDDING DOCUMENTS:

Before the deadline for submission of bids, the Owner may modify the bidding documents by issuing addenda.

Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable / fax

/ e-mail to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable / fax / e-mail to the Owner.

To give prospective bidder reasonable time in which to take an addendum into account in preparing their bids, the Owner shall extend as necessary the deadline for submission of bids.

7. DOCUMENTS CONSTITUTING THE BID:-

The bid to be prepared and submitted by the bidders shall comprise the following documents:-

Bid Security/EMD

Documentary evidence in support of Qualification Requirement

Price schedule with Techno-Commercial bid

Any other documents required to be submitted in accordance with the instructions to the bidders

Bid documents with corrigendum/amendments, if any.

8. Bid Prices:

The quoted Price shall be firm. There will be no price adjustment. The Price shall be in INR.

The Price indicated in Price Schedule (BOQ) is deemed to include all levies/duties/taxes and freight & insurance with loading and unloading charge etc. GST is payable extra as per statute.

9. LANGUAGE OF BID:

All documents relating to the bid shall be in the English language.

10. Goods and Service Tax (GST):

GST will be paid to you extra.

11. TIME SCHEDULE:

The basic consideration and the essence of the contract shall be strict adherence to the time schedule for performing the specified works.

The Owner reserves the right to request for a change in the work schedule during post-bid discussion with successful bidder.

12. BID VALIDITY:

Bids shall remain valid for a period 120 days after the deadline date of opening of financial bid. Bidder shall have to extend the bid validity beyond the above stipulation, if required, on demand by WBSEDCL. In exceptional circumstances, prior to expiry of the original time limit, the WBSEDCL may request that the bidders may extend the period of validity for a specified additional period.

13. DEADLINE FOR SUBMISSION OF THE BIDS:

Bids must be received by the Owner at the address specified above not later than the specified hours and date as stated in NIT.

The owner may extend the deadline for submission of bids by issuing an amendment of NIT through display in web portal or suitable written communication, in which case all rights and obligations of the owner and the bidder set previously subject to the original deadline will then be subject to the new deadline.

14. LATE BIDS :

No Bid will be received after the Dead Line for submission of Bids.

15. MODIFICATION AND WITHDRAWAL OF BIDS:

Bidders may modify or withdraw their bids by giving notice in writing/ online before the deadline of prescribed bid submission. No bid may be modified after the deadline for submission of Bids.

16. OPENING OF BID: Opening of Bid shall be as per clause as noted above.

17. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS:

The Owner will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

18. ARITHMETICAL ERRORS WILL BE RECTIFIED ON THE FOLLOWING BASIS:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of Bid guarantee will be forfeited.

The Bidder should ensure that the prices furnished in various Price Schedules are consistent with each other. In the case of any inconsistency in the prices furnished in the specified price schedules as identified in Bid Form or for items not quoted, the Owner shall be entitled to consider the highest unit price of that item as quoted by any of the bidders in the package for the purpose of evaluation. For the purpose of award of the Contract the lowest of the lump sum prices in these schedules will be considered.

19. EVALUATION AND COMPARISON OF BIDS:

Tender fee & Bid Security will be examined; any deviation in conformity of the terms of NIT with the requirement, the bid will be liable for rejection without opening of any further documents of the bidder.

Techno-Commercial evaluation of the bidder as per terms of NIT will be examined; any deviation in conformity of the terms of NIT with the requirement, the bid will be liable for rejection.

On examination of the documents submitted under different folders in web portal, WBSEDCL will evaluate and compare the bids, determined to be substantially responsive at each step.

Financial Bid of the Techno-Commercially qualified bidders only will be considered for opening.

Evaluated bid prices of all the responsive & eligible/ Techno-Commercially qualified bidders shall be compared among themselves to determine the lowest evaluated Bid and, as a result of this comparison; the lowest Bid will be selected for award of the Contract.

The bids shall be evaluated on the basis of total price for the entire scope of work.

Conditional rebate, if any, offered by any bidder shall not be considered in bid evaluation.

If any bidders fails to produce the original hard copies of the document like Completion Certificate and any other documents on demand of the department within a specified time frame or if any deviation is detected in the original copies from the uploaded soft copies, it may be treated as submission of false documents by the bidders and action as deemed fit shall be taken by the concerned authority as per rule.

20. NOTIFICATION OF AWARD:

Prior to expiration of Bid validity the Employer shall notify to the successful bidder in writing the Letter of Award. The bidder shall provide unconditional acceptance of LOA within one week. Bidder will also submit Project Execution Plan, Contract Agreement, Indemnity Bond and Performance Security within two weeks from the date of LOA, which will constitute formation of the Contract.

Failure of the successful bidder to comply with the requirement of acceptance of LOA, Signing of Contract Agreement, Submission of Project Execution Plan, Indemnity Bond and Performance Security as per requirement, shall constitute sufficient ground for the annulment of the Award and forfeiture of Bid security.

Till the receipt and acceptance of Contract Agreement/Performance Bank Guarantee / Demand Draft of successful bidder, validity of all bids shall be kept valid to facilitate action as per clause 14 as above.

21. CORRUPT OR FRAUDULENT PRACTICES:

Owner expects that Bidders/Suppliers/Contractors observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the Owner:

Defines, for the purposes of this provision, the terms set forth below as follows:

- i) "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
- ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.
- iii) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, if Owner any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the Contract.

-----End of ITB-----

SECTION – III

GENERAL CONDITIONS OF CONTRACT FOR SUPPLY AND DELIVERY OF EQUIPMENT/ MATERIALS

1. DEFINITION OF TERMS:

In writing these General Conditions of Contract, Specification and Bill of Quantity / Bidding Schedule (Schedule of work), the following words shall have normally the meanings here-in-after indicated unless there is something in the subject matter of content inconsistent with such construction.

- └ The *Company / Purchaser / Owner / Department* shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), having its head office at Vidyut Bhawan, Block-DJ, Sector-II, Kolkata-700091.
- └ The *Engineer-in-Charge / Controlling Officer* shall mean the Engineer deployed by the company for the purpose of this contract.
- └ *Company's representative* shall mean any person or persons of WBSEDCL appointed by the Company and shall include the contractor's executor's administrators, successor and permitted assignees.
- └ The *Contractor* shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successor and permitted assignees.
- └ 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.
- └ The terms *Services* shall mean all works to be undertaken by the Contractor as laid down under the head 'Scope of Work' or elsewhere in the specification enclosed. When the words '*approved*', '*subject to approval*', '*as directed*', '*accepted*', '*permitted*' etc. are used, the approval, judgment, direction etc. are understood to be a function of company.
- └ *Writing* shall indicate any manuscript, type written, printed or other statement reproduced in any visible form.
- └ *Date of Contract* shall mean the date on which the notification of award of contract / letter of award / telex award has been issued.
- └ *Zero Date* will be reckoned from the date of handing over of site.

2. Contract Documents means all documents forming part of Contract (and all parts thereof) are indicated to be correlative, complementary and mutually explanatory of the Contract Agreement. The Contract shall be read as whole.
3. Tender Submission:- Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <http://wbtenders.gov.in> (the web portal). The contractor is to click on the link for e-Tendering site as given in the web portal.
4. The intending bidder(s) required to quote the rate in the BOQ. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against the contract. Price indicated in the schedule of prices deemed to include all the levies / duties / cess & all other incidentals payable as per statute. Relevant GST rules are applicable for the work. **The estimated cost is exclusive of GST.** It will be paid, as applicable, to the appropriate authority / agency as per prevailing rates and rules in force.
5. WBSEDCL, who do not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annul the Bidding processes and reject all Bids at any time prior to the Award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for WBSEDCL's (Tender Accepting Authority) action.
6. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection.
7. Bids shall remain valid for a period not less than 120 days, after date of Bid opening of tender.

8. EARNEST MONEY DEPOSIT:

Amount of earnest money shall be 2.0% (two percent) of the pro-rata estimated value of the Item wise offered quantity specified in the NIT. Earnest Money shall be in the form of Crossed Bank Draft of scheduled Bank drawn in favour of WBSEDCL payable at Burdwan. Tenderer shall not claim any interest on Earnest Money Deposit.

9. SECURITY DEPOSIT:

The Successful tenderer within 7 (Seven) days of receipt of LOI / order, shall submit his unconditional acceptance in writing failing which the Department shall have the right to terminate the LOI / Order as per rule and earnest money submitted along with the tender will be forfeited. On receiving tenderer's acceptance for the supply the earnest money deposited with the tender will be automatically converted to form a part of security money deposited. An additional sum of security money, if required, shall be deposited by the tenderer to constitute initial security money of 2.0% (two percent) of ordered value. Further additional security money shall be deducted from the progressive bills at 8.0% (Eight percent) of each such bill so that the total deduction together with 2.0% (two percent) Security money already taken shall constitute not less than 10% (ten percent) of the total value of works as actually done. All security money shall be refunded after expiry of the period of maintenance which shall be 06 (**Six**) months after completion of supply. This period of maintenance shall be counted from the date of completion of job.

10. REFUND OF EARNEST MONEY DEPOSIT (EMD):

The earnest money shall be retained initially for all bidders. Refund of earnest money of the unsuccessful bidders shall be made immediately after finalization/placement of order. Bidders shall collect D.C.R. from the respective cash section for deposition of earnest money. The earnest money for the unsuccessful bidders shall be released on submission of original receipt duly pre-receipted along with an application.

11. FORFEITURE OF EARNEST MONEY DEPOSIT (EMD):

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

- I) if successful tenderers fail to accept Purchase Order / LOI issued within their offered validity period, not below 120 days
- II) for failure to submit specified Security Deposit within time limit indicated in the P.O. / LOI.

III) If any cartel is formed by the tenderer in their quotation In case of failure to supply material by the supplier as per delivery schedule, company may, at its discretion resort to Risk Purchase clause as provided in G.C.C.

12. Defect Liability Period: The term ‘Defect Liability Period’ shall mean the period of 12 (twelve) months from the date of date completion & commissioning of the work. If any defect is found within the defect liability period, the contractor shall be liable to rectify / replace the material at their own cost and responsibility. Defects / rectification work so notified shall have to be attended and completed satisfactorily within 15 (fifteen) days. For faithful & due fulfilment of all obligations, this defect liability period shall be covered by the Security money already retained from the contractor. After completion of Defect liability period and on completion of satisfaction rectification of defect, if any reported within the defect liability period, and on receipt of the application from the contractor, controlling officer of the work shall commend for refund of the Security money.
13. Scope of work: The contract comprises of the work of as per enclosed S.O.W, drawing and direction of Engineer- In-Charge.
The quantity as indicated in this document is provisional and should not be taken as firm. The extent to which the work should actually be executed will depend on scope & circumstances at the time of execution of work.
14. Specification of work: No erection can be started by the contractor till the final layout is approved by the controlling officer. The work should conform to Company’s General condition of Contract(GCC), standard specification an approved drawing of the Company. For any deviation in this respect without written approval of the controlling officer the entire work is liable for rejection. The method of erection shall obviously satisfy relevant provisions of the Indian Electricity Act and Regulations along with the rules and regulation in force related to the high tension/low tension overhead line and other Safety & Statutory Rules and Regulations etc.
15. Supply of materials:- All equipment and materials for erection/installation work, (except specifically mentioned to be supplied by the contractor), would be supplied by WBSEDCL from its nearest site store. List of materials to be supplied by WBSEDCL is enclosed in Annexure-4. Cost related to Transportation, Insurance, handling etc. of materials from WBSEDCL store to site has to be borne by the contractor at his own cost & risk.
16. Safe custody of Company’s materials and erected work: The contractor would be entirely responsible for all the materials/equipment issued to them for the work and for the executed portion till the installation is officially taken over by the Company. The Contractor would have to arrange Storage-cum-Erection insurance policy exclusively in the name of WBSEDCL from any subsidiaries of the General Insurance Corporation of India with the concurrence of the controlling officer concerned extended for a period from the date of issuance of the first lot of materials to the date of official takeover by the company. It would be the responsibility of the contractor to keep the policy alive throughout the desired period by timely and adequate payment of premiums. Value of the policy shall cover the material and labour cost for the contract. If the amount of contract is modified subsequently, the insurance coverage should also be modified accordingly. For any loss, damage or theft of issued materials and/or erected work before taking over, the cost will initially be deducted from any pending payable amount. Necessary compensation, when realized through the insurance will be credited to the contractor’s account for settlement of the claim in due course. The original stamped Insurance policy has to be handed over to the controlling officer before first lot of materials is issued in contractor’s favour.
17. Tools & tackles: The contractor must be properly equipped with all requisite tools & tackles in sufficient quantity to ensure timely execution of work.
18. Handing over and Taking over:
After completion of the erection work, the contractor will intimate the controlling officer in writing with six copies of blue prints drawing layout and other details of the erected infrastructure. The controlling officer, on receipt of the intimation, will arrange inspection, preferably within 15 days but not later than 30 days. If any defects are found, those will be intimated to the contractor in writing by the controlling officer. The contractor will have to rectify such defects within 15 days at their own cost and responsibility. On receipt of the intimation in writing the controlling officer may again inspect the works. After satisfactory completion of works, the company will arrange to take over the installation within 30 days. The installation in any case will be deemed to have been automatically taken over by the company on 45 days from the ate of receipt of the last intimation regarding completion of the rectification of works as the case may be, if nothing to the contrary has been intimated to the contractor in writing by the controlling officer.
19. Manner of Execution of Contract: The successful bidder has to submit acceptance of the LOI / Order within 7 (seven) days from the date of issue of the Letter of Intent / Order. The successful bidder shall be required to execute an Agreement (as per format enclosed as Annexure – 2) at his expenses on a non judicial stamp paper of Rs100/- with the company with all related documents for satisfactory execution of the work. Agreement shall be signed on a date and time to be mutually agreed upon at Burdwan Regional Office, WBSEDCL, Administrative Building , 1st floor, Power House, District – Burdwan, PIN.. 713101 and the same has to be signed by both parties within 7 (Seven) days from the date of the 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.
20. **General Requirement:**
- 20.1 **Pre-visit of work site:** Contractor to visit the site before submission of tender: The contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submission of his tender as to nature of the site, the quantities and nature of work and the materials necessary for the completion of the works and the means to access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence and effect his tender.
- 20.2 **Cost of Bidding:** The Contractor 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.
- 20.3. **Correctness and sufficiency of rates quoted in the tender:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligations of the bidders under the contract and all materials and things necessary for the proper completion and maintenance of the works.

20.4. Contractor shall execute, complete and maintain the works as per direction of the Controlling Officer / Engineer-in-Charge of the works or his representatives.

20.5. **Contractor to submit program:** Within 14 (Fourteen) days from the date of issue of Letter of Intent/ Erection order the Contractor shall submit a program (Project Execution Plan) showing the order, procedure and method in which he proposes to carry out the work.

20.6. **Contractor's Staff at site:** The contractor shall provide at site authorized representative duly approved by the Controlling Officer (approval may be withdrawn for 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.

20.7. **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 works, 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 works without the permission of the Controlling officer / Engineer.

20.8. **Setting out:** The Contractor shall be responsible for true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignments of all parts of works. If at any time during the progress of the works 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.

20.9. **Protection of works:** The Contractor shall in connection with the works provide and maintain at his own cost all lights guards, fencing and watching when and where necessary or required by the WBSEDCL or by any competent authority or statutory or other authority for the protection of the works or for the safety and convenience of the public or others.

20.10. **Care of works:** From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all temporary works and in case of any damage, loss, or injury to works or to any part thereof or to any temporary works due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the works shall be in good order and 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 adjoining or other properties or to any persons. However even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.

20.11. **Workmen's compensation for accident or injury to any workmen:** The WBSEDCL shall not be liable for damage or compensation payable as per provision of law in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor. Contractor shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance policy covering provision for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.

20.12. **Facilities for other contractors:** The contractor shall afford all reasonable facilities for any other contractor employed by WBSEDCL in the execution on or near the site of any work not included in the contract.

20.13. **Clearing site on completion:** On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials rubbish, and temporary works of every kind and leave the whole of the site and works clean and in a good and tidy condition to the satisfaction of Engineer-in-charge.

21. Variation, Omission, Addition & Alteration:

The Contractor shall not modify the work except under direction in writing by the Company. The quantities provided in the Schedule of work are provisional only, which may vary up to any extent or may be deleted altogether. The quoted rate of each item shall remain firm till completion of contract. The company reserves the right to alter, amend and omit or otherwise vary the quantities as may be necessary but such variation will be limited to plus/minus (+/-) twenty percent (20%) for the individual items; total variations in all items under the

Contract shall be limited to ten percent (10%) of the contract price. Payment shall be made as per actual execution.

22. 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. Compliance of Labour Laws: The Contractor shall comply all statutory Labour Laws to protect the labourers engaged by them. In this connection the contractor will be required to execute an Indemnity Bond (as per specimen enclosed as Annexure – 1) after placement of Letter of Intent / Order. He is also liable to follow all labour welfare rules as prevailing in Republic of India & Govt of WB that are necessary for trouble free operation of the contract.

23. 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:

23.1 The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract. When above clause shall not be applicable; the rate shall be taken from WBSEDCL schedule of rates for schedule prevailing at the time of submission of bids plus/minus the contractual rate of quotation.

23.2. When Cl. No. 21.1 & 21.2 above shall 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. Controlling Officer's decision regarding finalization of rate of non-scheduled item(s) shall be final and binding upon the Contractors.

24. Terms & Procedure of Payment:

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

24.2 Measurement shall be taken jointly by the Supervising Officer or his authorised representative and by the contractor or his authorised representative. Every measurement thus taken shall be signed and dated by both the parties. In absence of Contractor or his representative, measurement taken by WBSEDCL Engineer or his representative shall be taken to be correct & final. The contractor shall arrange and provide all necessary facilities along with necessary manpower for

inspection and measurement of work at his own cost.

24.3 Progressive R/A bills, against the prayer of the contractor, for an amount of minimum 20% (twenty percent) upto 80% (eighty) of the ordered value as deemed justified by the Controlling Officer shall be released against certification of the Controlling Officer after the deducting the amount as may be applicable as per contract & statutory rules of the country. The bill shall be released within 45 (forty five) days of its submission if all formalities as per terms of contract is maintained. The final 20% bill shall be released on completion of the work in all respect and fulfilment of all contractual obligations by the contractor.

24.4 If it is obligatory under the provision of Income Tax Act 1961 and West Bengal VAT Act (Works Contract Tax) and Service Tax Act in terms of Finance Act 1994 and subsequent amendments to deduct tax at source then the same will be deducted from the bills as applicable. The Contractor is required to follow the Building and other Construction Worker's Welfare Act, 1996. Registration of his establishment under section-7 of the Building and other Construction Worker's (Regulation and condition of Service) Act, 1996 is to be made after the contract is awarded. 1% cess towards BOCWW Act, 1996 will be deducted from its total amount of each bill. For these deductions certificate will be issued as per rules.

24.5 The company reserves the right to recover /enforce recovery of any overpayments detected after payment as a result of post payment or audit or technical examination or by other means. The amount of such over payment may be recovered from the subsequent bills, under the contract, failing that from contractors claim under any other contract with the company or from the contractors (Performance) security deposit or from the amount retained or the contractor shall pay the amount of overpayment on demand immediately.

24.6 The Addl. General Manager (F&A), Project-III will be the paying authority of the work.

25. Defective Materials:

If in the option of the Engineer-in-charge, any of the materials brought to the site for use are not of the quality or kind specified in the contract and / or are unfit for the 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.

26. 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.

27. Material and Inspection & Testing of Workmanship:

All the works shall be executed with the materials as specified and with best workmanship and / or in the best manner to the satisfaction of the Engineer-in-charge. WBSEDCL representative shall be entitled to inspect, examine and test at the Site, the workmanship of all the Works and services to be carried out under this Contract, as and when required. Such inspection and testing shall not relieve the Contractor from his obligations under this Contract.

28. Completion of Contract:

All works under the contract must be completed within 60 (Sixty) days from the issuance of date of LOA and in consultation with the controlling officer shall be completed by the date stipulated in the said program. It is to be noted that time is the essence of the contract any default on the part of the contractor to complete the work within stipulated date(s) aforesaid or within the time as may be extended in writing by the controlling officer subject to 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.

29. Extension of Time:

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

30. Liquidated Damage:

If the Contractor fails to complete the works within the time prescribed herein or extended time for completion, then the Contractor shall pay to the Company a sum amounting to **½% (half percent)** of the value of works as liquidated damages of such default for every week or part of a week which shall-elapse between the time prescribed or extended time as the case may be and the date of completion of the works subject to a maximum of **5 % (five percent)** of the total contract price. The Company may, without prejudice to any other method of recovery, deduct the amount of such damages from any money in their hand due or which may become due to the contractor and any other contract or source also. The payment for deduction of such damages shall not relieve the contractor from his obligation to complete the works or from any other his obligations and liabilities under the contract.

31. Company's Right to Terminate Contract:

31.1. If the contractor fails to start the work within 14 days from the date of issue of Letter of Intent / Work Order, the WBSEDCL shall have the right to cancel the Letter of Intent / Work Order with forfeiture of BID SECURITY without giving any notice to the contractor.

31.2. If the contractor neglects or fails to proceed with the work proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time for completion or within the extended time approved by the WBSEDCL, the WBSEDCL shall have right to terminate the Work Order / Letter of Intent after giving notice in writing to the contractor. If the contractor fails, after 14 (fourteen) days of such notice, to proceed with the work in the matter notified, the WBSEDCL shall terminate the contract and

call the contractor to take joint measurement along with the Engineer for the finished portion of work. If the contractor does not appear for a joint measurement, ex-parte measurement by the WBSEDCL will be taken as final. In that case the WBSEDCL shall take possession of the work site and engage other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, **will be realized from him, from his pending bills and security money**. In the contract terminated as above, the contractor shall have no claim for compensation against the WBSEDCL.

32. Quality of Work / Material and Mode of Measurement:

As regards execution of work and the mode of measurement the relevant stipulation of P.W.D./ WBSEDCL, (applicable at site of work) in this respect will be applicable. The contractor shall arrange and provide all necessary facilities along with necessary manpower, electricity, fuel, equipments etc. for inspection, testing and measurement of work at his own cost.

33. 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 act of God, act 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 beginning of such delay notify the Company in writing of the cause of delay. The Company shall verify the fact 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 work at the site due to strike, lockout, riot, earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. The department shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work.

34. Sub-letting of Contract:

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

35. Engineer's Decision:

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

36. Language and Measurement:

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

37. Completion of Work:

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

38. Idle Labour / Machinery:

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

39. Safety Rules:

The contractor shall also provide necessary protection/ fencing and lights to protect the public from accident during execution of work. Fire extinguishers may be kept by the contractor at the site of works where there is risk of fire hazard. Adequate washing facilities shall be provided near the place of work. These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot. The 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. The persons responsible for compliance of code shall be named by the bidder. To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement made by the bidder shall be open to inspection by the employer and WBSEDCL. When the work is done near any place where there is risk of drowning, all necessary equipments shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of work. Notwithstanding the above clauses there is nothing in those to exempt the bidder from the operations of any other Act or Rule in force in the Republic of India. All storage, handling & use of flammable liquids shall be under the supervision of qualified persons. First aid arrangements with the degree of hazard and with no. of workers employed shall be maintained in a readily accessible place throughout the whole of working hours.

40. Settlement of Disputes:

All disputes concerning question of act arising under the contract shall be decided by the Owner / Company on receipt of written appeal by the Contractor. Any dispute or differences arising out in connection with this contract shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subjected to settlement under the jurisdiction of Kolkata High Court.

41. Liability of Accidents and Damage:

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

shall also be liable for and shall indemnify the Company in respect of all injury to person or damage to property resulting from negligence of the Contractor or his workman or sub-contractor or for defective workmanship etc.

42. 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 'Injure 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 accident must be reported immediately to WBSEDCL as well as to Police.

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

43. Insurance :

43.1 Before commencing the execution of the Works and services, the Contractor shall, without in any way limiting his obligations and responsibilities under this clause, indemnify the Purchaser against any damage/loss or injury which may occur to any property or to any person (including any employee of the Employer) by or arising out of carrying out of the Contract.

43.2 Towards this end, the Contractor shall arrange adequate insurance coverage, in the joint names of the Employer and the Contractor at his own cost from any of the Insurance company approved by IRDA, from the date of commencement of the Work and services to the end of the Defects Liability Period, to the nature and content, amounts and deductibles events which interalia will include the following:

- a. loss of or damage to the Works and services including Purchaser Issued Materials;
- b. loss of or damage to the Contractor's T&P
- c. loss of or damage to the property other than Works and services including those of third parties; and
- d. Injury and death of personnel belonging to the Contractor, the Purchaser or any other party.

43.3 Contractor shall ensure that the insurance coverage include any loss or damage to his staff, supervisors, engineers and others who are not covered by Workmen Compensation Act. Alternatively, the Contractor will take suitable additional or separate insurance policies to cover the same.

43.4 The Contractor shall take the policy in the joint name of Employer and the Contractor. All these policies shall indicate Employer as the beneficiary. The policy shall be kept valid till the date of the Operational Acceptance of the project and the period of the coverage shall be determined with the approval of the Employer.

43.5 Policies and certificate for insurance shall be delivered by the Contractor to the Controlling Officer for the Controlling Officer's approval before the date of commencement of Works and services.

43.6 The aforesaid insurance policy/policies shall provide that they shall not be materially modified/ cancelled till the Controlling Officer has agreed to such modification or cancellation in writing.

43.7 Upon grant of the time extension by the Controlling Officer, it is understood that the Contractor's liability of indemnity will be extended suitably without any further action by the Employer and the Contractor shall promptly furnish documentary evidence to the Controlling Officer towards extension of insurance policies for the period of time extension.

43.8 The Contractor shall ensure that where applicable, his sub-contractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for the part of the Works and services executed by them under the Contract, unless such sub-contractor(s) are covered by the policies taken out by the Contractor.

43.9 If the Contractor shall fail to effect and keep in force the insurance coverage, referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case the Employer may, without being bound to, effect and keep in force any such insurance coverage and pay such premium(s), as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

43.10 If the Contractor does not provide any of the policies and certificates required, the Employer, with due notice to the Contractor may affect the insurance which the Contractor should have provided and recover the premiums, the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due from the Contractor.

43.11 In case of any theft of any equipment/material, the Contractor shall lodge FIR in time to the concerned police station and simultaneously take action to lodge claim to the insurance company and inform the Controlling Officer by endorsing a copy of the FIR and the claim. In case of any loss/damage covered in the policy due to any reasons other than theft, Contractor shall lodge claim to the insurance company and inform the Controlling Officer by endorsing a copy of the claim. Contractor shall follow-up for the final report from the police authorities/insurance company and for early settlement of the insurance claim. Detailed break-up of item-wise equipment/materials cost furnished by Employer shall form the basis for lodging the claim in respect of owner supplied materials and settlement of any loss covered in this policy

43.12 In case of theft/loss/damage of any equipment/materials issued by the Employer, either during storage or under erection during the pendency of the Contract, the Employer shall replenish the same free of cost after being satisfied that proper action has been taken for lodging the insurance claim, without waiting for the settlement of any claim by the insurance company.

43.13 Any theft/loss/damage of the Employer's equipment/materials while in Contractor's custody due to any lapses on Contractor's part shall be recoverable from Contractor in full to the extent not compensated through the settlement benefit received from the insurance company.

43.14 Contractor shall vigorously follow up all insurance claims with all concerned authorities so that the settlements are received in time. Insurance claims which remain unsettled at the time of taking over of the Works and services due to

default on Contractor's part, shall be recovered from Contractor's pending bills/ security deposit or through other action for timely closing of the Contract. Under such circumstances and after recovery of the amount, Contractor shall be authorized to receive pending settlement benefit for such claim directly from the insurance company.

44. Miscellaneous:

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

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

44.3 During the execution of the work, if any, problem arises which is not covered by the specifications, the contractor shall seek necessary clarification and instruction from WBSEDCL. Such instruction shall be binding on the contractor and shall be observed in full.

44.4 The Contractor shall make his own arrangement for the labour, construction equipment, tools and tackles and construction materials, construction water, office / labour accommodation, water supply, sanitation.

44.5 Electricity for construction purpose, if supplied by WBSEDCL, the charge shall be borne by the Contractor at the rate specified by WBSEDCL. The Contractor cannot claim any compensation for any failure in such supply caused due to any reason whatsoever in case of non-availability of electricity for construction purpose from WBSEDCL. The Contractor has to arrange the same at his own cost.

44.6 The Contractor shall strictly follow the safety rules, regulations and instructions issued from time to time. In absence of any particular reference the Contractor shall refer to the Indian Standard and also the State Government rules and regulations.

44.7 The contractor shall take all precautions during execution, especially while excavating underground works, such as cables, pipelines, drains etc. and provide all possible precautions to these works and incase they are damaged, rebuild / divert them at his own cost.

44.8 All guarantees and test certificates obtained by the contractor during the execution of the work shall be transferred to the WBSEDCL before issue of the final payment.

44.9 The Contractor shall provide all necessary storage at the site in specified areas for all materials which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open in such manner that all such material shall be duly protected from damage by weather or any other cause. All such stores shall be cleared after completion of work and the entire site shall be clean and free from debris. All material shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.

44.10 The cost of testing of any material shall be borne by the Contractor.

44.11 All works are to be carried out with due regard to the convenience of the occupants of the premises and with close coordination with other Contractors who may be working on that area. All arrangements / program of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accident to the occupants, users & workers. The Contractor must see that all damages to any property, which in the opinion of the Controlling Officer are due to the work of Contractor, are promptly rectified as per direction and to his satisfaction. The construction of work must be done in such a way as not to dislocate or disturb any existing structure.

44.12 It must be clearly understood that WBSEDCL is indemnified by the Contractor against payment of any compensation or award on account of any accident, injuries, and damages and if any such payment have to be made by WBSEDCL under order of appropriate authorities, the same shall be recovered from the Contractor.

44.13 Any services if affected by the work must be restored by the Contractor on emergency basis at his own cost.

44.14 After completion of work, the finishes shall be of high quality and approved standard.

44.15 No omission or ambiguities in the drawing or in the specifications will relieve the contractor from Responsibility for material or completeness of the work.

44.16 All drawings supplied with the bid documents are for guidance only.

44.17 The Contractor shall not off-load the Contract or part thereof to any sub-contractor without obtaining prior written permission from the controlling officer of the work. If allowed, the liabilities and obligations to the contract shall remain with the Contractor himself.

44.18 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 claim shall be entertained for re-execution or altering or such works.

44.19 WBSEDCL shall not be liable under any circumstances for any accidents / untoward incidents, if happened during execution of works.

44.20 The Contract shall be binding according to Acts/Laws in force in the country and shall be under the jurisdiction of court's of Kolkata High Court.

44.21 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national Govt. Authorities or public service undertakings in the country where the site is located that are necessary for the performance of the Contract at his own cost and expenses. If requested by the Contractor, the Employer shall use its best endeavours to assist the contractor in this matter at the cost & expenses of Contractor.

44.22 The Contractor shall at its own risk and expenses transport all the plant and equipments including his own equipments, if any, to site by the mode of transport that the Contractor judges most suitable under all the circumstances for safe and damage free transporting of materials during transport and thereafter safe storage and handling of the concerned materials.

44.23 Contract Closing:- On completion of handing over formality and successfully completion of defect liability / Guarantee period , the contract shall be closed on completion of the following formalities:-

- i) Materials Reconciliation with detailed consumption statement.
- ii) Payment reconciliation as per Contract, submission of statement for payment of all statutory taxes to Govt. and other concerned authorities.
- iii) Approval for extension of completion time, with or without compensation / LD, as required.
- iv) Certificate of Regional Manager to the effect that erection, testing & commissioning of 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.
- v) Removal of construction meant for site stores, hutment, labour colony etc. if any, in the premises of Employer.
- vi) Certificate from Regional Manager in charge regarding final amendment of drawings and detailed of such amendments and receipts thereof (for line)
- vii) Receipts of compliance report on Quality Assurance Mechanism along with photograph, assurance document by PMA.
- viii) Certificate regarding return of Performance Bank Guarantee and Indemnity Bond after completion of Defect Liability period by Regional Manager.

-----End of GCC-----

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

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

I, -----, Legal Attorney/ Accredited

Representative of M/S -----, solemnly declare that:

1. We are submitting Tender for the Work ----- Against
Tender Notice No.-----dt-----
2. None of the Partners of our firm is relative of employee of -----(Name of the Company)
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/ credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/ incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Bid security and banning/ delisting of our firm and all partners of the firm etc.

Signature of the Bidder

Dated-----

Format of Letter for submission of Bid

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

To

The Regional Manager.
 Burdwan Region
 West Bengal State Electricity Distribution Company Limited, 2nd
 floor, Manimart, G.T.Road,
 District – Burdwan,
 PIN.. 713101

Sub: Letter for submission of Bid for the work

.....

Ref:1. NIT No.dated.....

2. Tender Id No.

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the Bid Guarantee, Cost of bid, Power of attorney & Undertaking being submitted by us in hard copies, which have been furnished on-line also.
 This Bid and your subsequent Letter of Acceptance/ Work Order shall constitute a binding contract between us.
 We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally.

Thanking you,
 Yours faithfully,

.....

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD.
Burdwan Region:
2nd floor, New Building, Frezer
Avenue, Power House Para,
District – Burdwan, PIN - 713101

Tender Notice No:/..... Dated:

BID PROPOSAL

From :

Bidder's Name and Address :
Contact person :
Designation :
Telephone No. - (L/L & mobile) :
Fax :
Tender Reference :

To,
The Regional Manager.
Burdwan Region
West Bengal State Electricity Distribution Company Limited,
1st floor, Administrative Building, Frezer Avenue, Power House,
District – Burdwan,
PIN- 713101

Sub. : Proposal for submission of bid for
.....location of WBSEDCL in West Bengal -----

Dear Sir,

1. We the undersigned Bidder(s), having read and examined in details the specifications and other documents of the subject Bid, do hereby propose to execute the contract as per specification as set forth in your Bid-Document.

1) PRICES AND VALIDITY :

All prices and other terms and conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of the bids (Cover-1). We further declare that prices stated in our proposal are in accordance with your bidding and prices are firm.
We confirm that our bid prices include all other taxes and duties and levies except Service Tax and confirm that any such taxes, duties and levies additionally payable shall be to our account. We further confirm that no tax, duties in any form shall be payable by Owner except Service Tax as per Rule.
We further declare that if any income-tax, surcharge/cess of income tax or any other corporate tax is attracted under the law, we agree to pay the same.

2 Cost of Bid: We have enclosed DD as cost of bid in favour ofof Rs.....payable at of..... vide DD No..... dated.....

3 BID GUARANTEE: We have enclosed a Bid Guarantee in the form of Demand Draft / Bankers Cheque / Pay Order fromBank drawn in favour of WBSEDCL for an amount of Rs..... .

4 Price Bid:- We further declare that out total bid price inclusive of all taxes, duties, Cess etc (except Service Tax) has been up-loaded through system within due date.

5 Bid Pricing:- We further declare that the prices stated in our proposal are Firm and in accordance with your ITB included in Conditions of Contract of Bid documents.

6 We are aware that the Price Schedules do not generally give a full description of the Work to be performed under each item and we shall be deemed to have read the technical specifications, scope of works and other sections of the Bidding Documents and Drawings to ascertain the full scope of Work included in each item while filling-in the rates and prices in price schedule quoted and uploaded in e-procurement web-portal.

7 Format of undertaking - We have enclosed format of undertaking as per annexure –I.

8 DEVIATIONS :

We declare that contract shall be executed strictly in accordance with the specifications and documents. We are aware that, our online price bid is liable to be rejected in case the same contains any deviation/omission from the contractual and commercial conditions and technical Specifications as per Bid documents.

9 WORK SCHEDULE :

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal, we fully understand that the work completion schedule stipulated in the proposal is the essence of the Contract, if awarded. The completion schedule of the various major key phases of the work will be as per time Schedule submitted by us and approved by in order to maintain the completion time schedule of bid documents.

10 CONTRACT PERFORMANCE GUARANTEE :

We further agree that if our proposal is accepted, we shall provide a Contract Performance Bank Guarantee in the form and value, as applicable and as stipulated in Bid document in the form of Bank Guarantee / Demand Draft in your favour within stipulated time as mentioned in bid from the date of placement of Letter of Award and undertake to enhance/extend the same, as required, as to be informed time to time.

11 We agree to abide by this bid for a period of six (06) months from the date fixed for opening of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

12 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.

13 Quality Plans:- The Contractor is responsible for the proper execution of works as per drawings.. The Owner will also undertake quality surveillance and quality audit of the Contractor’s /Sub-Contractor’s works, systems and procedures and quality control activities. The Contractor further agrees that any changes in Quality Plan will be made only with the Owners approval.

14 We also understand that you are not bound to accept the lowest or any bid you may receive and we shall not raise any objection. Your decision shall be final in all matters related to NIT.

Dated.....this.....day of 200

Thanking you, we remain,

Date _____

Place_____

Business Address:

Name & Address of Authorized Signatory:

Yours faithfully,

(Signature) _____

(Name) _____

(Designation) _____

(Common Seal) _____

FORM OF 'NOTIFICATION OF AWARD OF CONTRACT' FOR INSTALLATION OF PLANT AND EQUIPMENT

Ref. No. :

Date :
.....(insert Contractor's Name & Address).....

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

[in case of Joint Venture, the aforesaid details shall be of the Lead Partner and the following shall also be included:

(Lead Partner of the Joint Venture of M/s. and M/s.)] Attn :

Mr.....

Sub. : Notification of Award for Services Contract for (insert name of the Package)
Specification No.: Domestic Competitive Bidding. (Project Funding: Domestic).

Dear Sir,

REFERENCE

This has reference to the following:

Our Invitation for Bids (IFB) dated

Bidding documents for the subject package issued to you vide our letter Ref. No. dated
....., comprising the following:

- | | | |
|----|--|--------------------------------|
| a) | Conditions of Contract | Volume-I (IFB, ITB, GCC etc.) |
| b) | Bid Form, Attachments, Price Schedules & PMA Roles | Volume-II |
| c) | Construction Standards & Drawings | Volume-III |

Amendment/Errata No. to Bidding Documents issued to you vide our letter
no. dated

.....

(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)

Clarifications to the Bidding Documents, pursuant to pre-bid conference held on
....., issued to you vide our letters no. dated (Use as
applicable)

(Applicable only if any clarification to the Bidding Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE
BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO BID OPENING)

First envelope of your Bid submitted/the Bid submitted by the Joint Venture (JV) of M/s.
..... (Lead Partner) and M/s. (Other Partner) for the subject
package under Proposal reference no. dated was opened on
..... (Use as applicable) - (Techno-Commercial date)

Intimation for Opening of Price Schedule issued to you vide our letter no. dated
.....

Your Bid/the Bid by the Joint Venture (JV) of M/s. (Lead Partner) and M/s.
..... (Other Partner) under proposal reference no. dated
..... was opened on.....(Use as applicable)

Post bid discussions we had with you on various dates from to resulting into
the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as APPENDIX (NOA)- 1with
this Notification of Award.

AWARD OF CONTRACT AND ITS SCOPE

We confirm having accepted your Bid of M/s. (referred to at para 1.3 & 1.5 above) read
in conjunction with all the specifications, terms & conditions of the Bidding Documents (referred

to at para 1.2, 1.2.1 & 1.2.2 [modify as applicable] above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.6 above), and award on you the 'Services Contract' for performance of all other activities, as set forth in the documents, viz. For providing all erection services including inland transportation for delivery at site, insurance, unloading, storage, handling at site, installation, Testing and Commissioning including performance testing in respect of all the equipment supplied by WBSEDCL under this Contract, and any other services specified in the Contract Documents for the (insert name of Package along with name of the Project).....

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the Bidding Documents and/or your bid but are necessary for the successful completion of your scope under the Contract for the construction of (insert name of Package along with name of the Project)....., unless otherwise specifically excluded in the Bidding Documents or in this NOA.

You,, shall be liable jointly and severally for the execution of the Contract in accordance with terms and conditions of the Contract. As per the Power of Attorney furnished in your favour, as enclosed with Bid Proposal, you shall act as the In-charge of the above for execution of the Contract.

Specification of work covers the following scope of work: The scope of work under the subject work includes Survey, planning, design, engineering, assembly manufacturing, testing, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning and documentation of all items/material required to complete the Electricity Infrastructure works in

Rate: The Rate quoted by you is inclusive of all taxes & duties but excluding Service Tax, which shall remain Firm during the entire period of execution of contract. No escalation whatsoever shall be granted.

Delivery & Custody of Materials: The required material shall be delivered by WBSEDCL from its nearest store as per Material List according to Project Execution Plan. Proper handling, storage, personnel required for care of these materials after issuance from WBSEDCL's store etc. shall be on your account till taking over of the facilities by WBSEDCL.

Variation, Addition & Omission:- The Contractor shall not modify the work except under direction in Writing by the WBSEDCL. The quantities provided in the schedule of works are provisional only which may vary item wise up to overall +/- 10% of total Contract Price. The Quoted rate of each item shall remain firm. WBSEDCL reserves the right to alter, amend, omit or otherwise vary the quantities as per Clause 20 of GCC. Payment shall be made as per actual execution.

Completion of work: All works under the Contract shall have to be completed within **6/12 (XX)** months as mentioned in SBD.

You will have to submit & follow Project Execution Plan as per SBD. Tools & Tackles required for work shall be arranged by you on your own cost & expenses.

Statutory Obligations Compliance: You shall have to follow all statutory compliance & other Safety rules as per clause 18, 19 & 39 of GCC and related documents shall have to be submitted time to time as per requirement.

Accidents: The company shall not be responsible / liable to pay any compensation as per latest Workmen Compensation Act for any accidents caused to any of your workers or to any other person or property arising out of the execution of work and / or executed portion of the work, till it is officially handed over to WBSEDCL.

Shutdown: Necessary shutdown will be arranged by respective officer of WBSEDCL as per the convenience of WBSEDCL.

Termination of Contract:- WBSEDCL reserves the right to withdraw the work from you and offer to any other contractor at your risk and cost in case you abandon the work or fail to maintain a steady progress of the work. Right will be affected for your non response against 14 (Fourteen) days notice or if you fail to justify the cause against termination of contract.

Damage to WBSEDCL Property: Any damage to WBSEDCL's property due to mishandling etc. by you should be repaired / compensated by you at your own cost.

After the award of Contract for Erection works of the Material supplied to you free of cost by WBSEDCL, you shall be overall responsible to ensure the execution of entire Contracts to achieve successful completion and taking over of the works by WBSEDCL as per the requirements stipulated in the Bidding Documents. It is expressly understood and agreed by you that any default or breach

under the ‘Contract’ or occurrence, giving us a right to terminate the ‘Contract’, either in full or in part, and/or recover damages there under. It is also expressly understood and agreed by you that the equipment/materials supplied by WBSEDCL, when erected, installed & commissioned by you under this ‘Contract’ shall give satisfactory performance in accordance with the provisions of the Contract.

CONTRACT PRICE

The total Contract Price for the entire scope of work under this Contract shall be (Specify the currency and the amount in figures & words)inclusive of all Taxes, Duties, Cess etc. except Service Taxes as noted below:

Sl. No.	Price Component	Amount
	Local Transportation and other Incidental Services	Inclusive in Installation Service
	Installation Services	
Total for Services Contract		

Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.

- 4.0 You are required to furnish at the earliest a Contract Agreement, as per the Bidding Documents, as per the Bidding Documents.
- 5.0 All the payments shall be made on an eligible bank as described in the Bidding Documents.
- 6.0 The schedule for Taking Over/Completion of Facilities by the Employer upon successful completion of the (insert name of Package along with name of the Project) shall be 6/12/XX (Six/Twelve) months from the date of issue of this Notification of Award for all contractual purposes.
- 7.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award.
- 8.0 **Security Deposit:-** In respect of successful Bidder, the Earnest Money after acceptance of Tender shall be converted as a part of the Security Deposit. The successful Bidder who deposited Earnest Money @ 2% (Two percent) of the amount put to the Tender, balance of necessary 10% (Ten percent) Security Deposit shall be realized by recovering from the progressive bill @ 8% (Eight percent) of the amount of each such bill. In all cases the amount of recovery of the Final Bill will be so adjusted as to make the total amount of Security Deposit equivalent to 10% (Ten percent) to the value of work so executed
- 9 You shall have to furnish an Indemnity Bond in the prescribed format before commencement of work.
- 10 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

Terms & Procedure for Payment:-

Progressive R/A bills, against the prayer of the contactor, for an amount of minimum 20% (twenty percent) up to 80 % (eighty) of the ordered value or as deemed justified by the Controlling Officer shall be released against certification of the Controlling Officer. The bill shall be released within 45 (forty five) days of its submission. The final bill shall be released on completion of the work in all respect and fulfilment of all contractual obligations by the contractor.

The final payment against the contract shall be paid on successful erection, testing and commissioning of the works and issuance of Taking over Certificate by the Employer & reconciliation of the materials utilised for the work.

Bid Security (BID SECURITY) of Successful Bidder may be refunded after receipts of the Signed Contract Agreement and Performance Security @ 10% of the Contract value. . If any defect in erection work is noticed within the Guarantee Period, that defect shall be rectified by the Contractor at free of cost. After successful completion of the Guaranteed Period, the Performance Bank Guarantee shall be released with the clearance of controlling officer of the work.

- 12.0 **Taxes & Duties:-** The price is inclusive of all Taxes & duties, Freight & Insurance, other levies & all other charges except Service Tax which is payable as per prevailing rule. Any such Taxes, duties, cess etc. if additionally payable will be on your account and no separate claim on this account shall be

entertained by WBSEDCL. However, WBSEDCL shall be entitled to deduct Works Contract Tax, Income Tax, BOCW Cess, Service Tax & other statutory deductions etc. as per rule.

- 13.0 Other Terms & Conditions etc.** not mentioned here specifically shall be guided by the prevailing Bid documents & Guidelines of WBSEDCL.
- 14.0 Source of Fund:-** Source of Fund shall be IPDS.
- 15.0 Controlling Officer:-** Regional Manager, Burdwan Region.
- 16.0 Supervising Officer:-** Divisional Manager, Burdwan (South) Division.
- 17.0 Nodal Officer:-** Any authorised Officer of Burdwan (South) Division.
- 18.0 Bill Processing Authority:-** Concerned Officers of Burdwan Region.
- 19.0 Bill Paying Authority:-** Addl. General Manager (F&A), Project-III, W.B.S.E.D.C.L.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

For and on behalf of

West Bengal State Electricity Distribution Company Limited

(Authorised Signatory)

Enclosures:

APPENDIX (NOA)–1-Record Notes of Post - Bid Discussions held on various dates from ... to

- 2) List of Materials to be supplied by WBSEDCL free of cost to the Contractor for Erection, Intallations etc.

Note:(1) Instructions indicated in italics in this notification of award are to be taken care of by the issuing authority. The Forms may be modified appropriately to suit the specific requirement of the Contract.

FORM OF CONTRACT AGREEMENT
(TO BE EXECUTED ON Rs 100/- Non judicial Stamp Paper)

ARTICLES OF AGREEMENT made this _____ in the year 2019 between **West Bengal State Electricity Distribution Company Limited** having its Head Office at Vidyut Bhavan, Block DJ. Sector II, Kolkata-700091 (hereinafter referred to as the WBSEDCL ,which expression shall unless excluded by or repugnant to the context be deemed to include its administrators, successors and assigns) of the one part and

_____ (Name of Agency & address) hereinafter referred to as ‘CONTRACTOR’ (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHERE AS WBSEDCL invited tenders vide Tender Notice No _____ (annexed hereto) for _____ (name of work)

AND WHERE AS in pursuance of such invitation for tenders the contractor _____ had submitted a tender vide Bidding no. _____ which was opened on _____ The tender offer shall be in the custody of the WBSEDCL at present. AND WHERE AS AFTER consideration of the tender submitted by the contractor with clarification(s), if any, WBSEDCL accepted the said tender submitted by the contractor and placed Execution order to _____ on terms and conditions, documents referred to therein , which have been acknowledge by to _____ (annexed hereto) NOW THEREFORE, the WBSEDCL and the Contractor agree as follows :

The contractor agrees to undertake the work of _____ as per Order No _____ referred to above.

The WBSEDCL agrees to pay the contractor as per the Order No _____ referred to above. The Contract Agreement has also been made on the _____ in the year 2017 between the Employer and the Contractor for the Erection Contract (hereinafter referred to as the “Contract”) for the subject package which includes Survey, planning, design, engineering, assembly manufacturing, testing, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning and documentation of all items and WBSEDCL supplied material required to complete the Electricity Infrastructure works of _____.

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

Both the contractor and the WBSEDCL agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata.

In witness where of the parties have hereunder affixed their signature, on the day, the month and year written as above.

.....
Owner’s Signature with Name & Designation
Contractor Signature with Name & Designation

.....

Witness: From WBSEDCL From
Contractor

1.....
Signature with Name & Designation
2.....
Signature with Name & Designation

1.
Signature with Name & Designation
2.....
Signature with Name & Designation

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

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

INDEMNITY BOND

(TO BE EXECUTED ON Rs 100/- Non judicial Stamp Paper)
THIS INDEMNITY BOND is made this day of 20..... by
..... a Company registered under the Companies Act, 1956/2013 (with amendment from time to time)/Partnership firm/proprietary concern having its Registered Office at(hereinafter called as 'Contractor' or 'Obligor' which expression shall include its successors and permitted assigns) in favour of West Bengal State Electricity Distribution Company Limited, a company incorporated under the Companies Act, 1956/2013 (with amendment from time to time) having its Registered Office at Vidyut Bhawan, Block-DJ, Sector – II, Bidhannagar, Kolkata – 700 091 and its project all over the state of West Bengal (hereinafter called "WBSEDCL" which expression shall include its successors and assigns):

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

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

NOW THEREFORE, This Indemnity Bond witnessed as follows:

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGATOR.
2. THAT the OBLIGOR/OBLIGATOR will take adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all case.
3. That in consideration of various Equipments as mentioned in the Contract, valued at (amount in words ____) to be handed over to the Contractor in instalments from time to time for the purpose of performance of the contract, the Contractor hereby undertakes to indemnify and shall keep WBSEDCL indemnified, for the full value of Equipment. The Contractor hereby acknowledges receipt of the initial instalment of the equipment per details in the schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent instalments of the Equipment as required by WBSEDCL in the form of Schedules consecutively numbered which shall be attached to this Indemnity bond so as to form integral parts of this Bond. It is expressly understood by the Contractor that handing over the despatch title documents in respect of the said Equipments duly endorsed by WBSEDCL in favour of the Contractor shall be construed as handing over the Equipment purported to be covered by such title documents and the Contractor shall hold such Equipments in trust as a Trustee for and on behalf of WBSEDCL.
4. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at WBSEDCL project Site against all risks whatsoever till the Equipment are duly used/erected in accordance with the terms of the Contract and the Plant/Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by WBSEDCL. The Contractor undertakes to keep WBSEDCL harmless against any loss or damage that may be caused to the Equipment.
5. The Contractor undertakes that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
6. That WBSEDCL is and shall remain the exclusive Employer of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to

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

7. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Employer’s Representative as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at its own cost and/or shall pay the amount of loss to WBSEDCL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to WBSEDCL against the Contractor under the Contract and under this Indemnity Bond.
8. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of WBSEDCL, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

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

For and on behalf of
M/s.....

WITNESS

- | | |
|-------------------|---------------------------|
| 1. Signature..... | Signature..... |
| Name..... | Name..... |
| Address..... | Address..... |
| 2. Signature..... | Authorised representative |
| Name..... | (Common Seal) |
| Address..... | (In case of Company) |

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

FORM OF AUTHORISATION LETTER

Ref. No:

Date :

To

M/s.....
.....
.....

REF.: Contract No. dated for awarded by West Bengal
State Electricity Distribution Company Limited

Dear Sir,

Kindly refer to Contract No. dated for You are hereby authorised on behalf of West Bengal State Electricity Distribution Company Limited a company incorporated under the laws of Companies Act 1956/2013 (with amendment from time to time) and having its Registered Office at Vidyut Bhawan, Block-DJ, Sector – II, Bidhannagar, Kolkata – 700 091and its Projects all over the state of West Bengal to take physical delivery of materials/equipments covered under Despatch Document/Consignment Note No.*..... datedand as detailed in the enclosed schedule for the sole purpose of successful performance of the aforesaid contract and for no other purpose, whatsoever.

(Signature of Project Authority)**

Designation.....

Date.....

Encl: As Above.

** To be signed not below the rank of Manager.

* Mention LR/RR No.

Schedule of Material/Equipment covered under Despatch Title Document (RR No./LR No.)

Sl. No.	Contract Name	NOA No./ CA No.	Description of Materials/ Equipments	Spec. No.	Qty.	Value	Remarks

(Signature of the Project Authority)

(Designation).....

(Date).....

FORM OF TRUST RECEIPT FOR PLANT, EQUIPMENT AND MATERIALS RECEIVED

We M/s.(*insert name of the Contractor*) having our Principal place of business at having been awarded a Contract No. dated for (*insert name of Package along with name of the Project*)..... by West Bengal State Electricity Distribution Company Limited.

We do hereby acknowledge the receipt of the Plant, Equipment and Materials as are fully described and mentioned under Documents of Title/RR/LR etc. and in the schedule annexed hereto, which shall form an integral part of this receipt as "Trustee" of West Bengal State Electricity Distribution Company Limited. The aforesaid materials etc. so received by us shall be exclusively used in the successful performance of the aforesaid Contract and for no other purpose whatsoever. We undertake not to create any charge, lien or encumbrance over the aforesaid materials etc, in favour of any other person/institution(s)/Banks.

For M/s
(*Contractor's Name*)

Dated :

(AUTHORISED SIGNATORY)

Place :

SEAL OF COMPANY

FORM OF OPERATIONAL ACCEPTANCE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor) Dear

Ladies and/or Gentlemen,

Pursuant to GCC 20 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated relating to the*(insert brief description of the Facilities)*..... we hereby notify you that the we System tests and Acceptance tests of the following part(s) of the Facilities were satisfactorily completed on the date specified below :

- 1. Description of the Facilities or part thereof
.....
- 2. Date of Operational Acceptance:.....

This letter does not relieve you of your obligation during the Defects Liability Period and Latent Defect warranty.

Very truly yours,

Title
(Regional Manager)

FORM OF TAKING OVER CERTIFICATE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor) Dear Ladies and/or

Gentlemen,

Pursuant to GCC 20 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated relating to the*(insert brief description of the Facilities)*..... we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below :

1. Description of the Facilities or part thereof
2. Date of Completion :.....

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title

(Regional Manager)

Volume-III

Construction Standards & Drawings

Construction Standard & Drawings

As mentioned in SBD for Construction Standard & Drawings of WBSEDCL to be followed.