

**West Bengal State Electricity
Distribution Company Limited**
(A Government of West Bengal Enterprise)



INVITATION OF e-TENDER FOR

Tender notice no:

RM/HRO/E/e-T/20-21/13 DT: 10.12.2020

Name of the work:

Shifting of 4 nos 33 KV lines (1 no OH, 3 nos UG) and 6 nos 11 KV feeders (3 nos OH and 3 nos UG) emanated from Jangalpur-I 33/11 KV Sub-Station, from the premises of proposed 220 KV Sub-Station of WBSETCL under Howrah Division-II.

Contents:

1. Notice Inviting Tender.
2. Invitation of Bid.
3. Instruction to Bidder.
4. General Conditions of Contract and Specification for Electrical Work.
5. Contract Agreement Form.
6. Schedule of Work.

ABRIDGED NOTICE INVITING e-TENDER

Sealed tenders in single part are invited from bonafide , experienced and resourceful contractors of WBSEDCL, WBSETCL, DPL, PGCIL, NTPC and other Central Government / State Government / Semi Government undertaking for the following work :-

Sl no.	Tender notice no.	Name of the work	Estimate cost (Rs.)	Completion time	Earnest money (Rs.)	Cost of tender document (Rs.) (Non refundable).including GST.
1.	<u>RM/HRO/E/e-T/20-21/13 dated 10.12.2020</u>	Shifting of 4 nos 33 KV lines (1 no OH, 3 nos UG) and 6 nos 11 KV feeders (3 nos OH and 3 nos UG) emanated from Jangalpur-I 33/11 KV Sub-Station, from the premises of proposed 220 KV Sub-Station of WBSETCL under Howrah Division-II.	31,65,434.00	90 days	63010.00	3000.00

Intending bidders desirous of participating in the tender are to log on to the website <https://wbtenders.gov.in> for the tender. The tender can be searched by typing WBSEDCL in the search engine provided in the website. Further details of the Tender Notice may be had from the following office :**Office of the Regional Manager, Howrah Region, 13, N.S Road, 1st floor, Mallick fatak, Howrah-711101.**

Both **Technical Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed in the website

<http://etender.wb.nic.in>

INVITATION OF BID

SCOPE OF WORK:- Shifting of 4 nos 33 KV lines (1 no OH, 3 nos UG) and 6 nos 11 KV feeders (3 nos OH and 3 nos UG) emanated from Jangalpur-I 33/11 KV Sub-Station, from the premises of proposed 220 KV Sub-Station of WBSETCL under Howrah Division-II.

TECHNICAL ELIGIBILITY CRITERIA OF THE BIDDER:-

The bidder must have successfully completed similar nature of works (both civil & electrical) during last seven years subject to fulfillment of the following criteria:

- a) Three similar completed works costing not less than the amount equal to 40 % of the estimated cost.
Or
- b) Two similar completed works costing not less than the amount equal to 50 % of the estimated cost.
Or
- c) One similar completed works costing not less than the amount equal to 80 % of the estimated cost.

3.0 OTHER STATUTORY REQUIREMENT :

The Bidder shall furnish the following documents

- (i) EPF registration
- (ii) Copy of I.T Return for last three financial years, PAN Card
- (iii) Service Tax registration
- (iv) GST registration, if applicable
- (v) Profession Tax deposit challans for the last month
- (vi) ESI Registration
- (vii) Documents in support of credential: Copy of orders & completion certificates. (Original may have to be produced for verification)

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

5.0 Tender cost and earnest money shall have to be deposited offline in the form of CTS 2010compliant Demand Draft (DD) / Banker's Cheque (BC) on any Scheduled Bank approved by Reserve Bank of India with validity of 3 (three) months drawn in favour of "West Bengal State Electricity Distribution Company Limited" payable at Howrah.

6.0 Earnest Money Deposit amounting to @ 2% (Two Percent) of the Estimated Value, as mentioned above, shall be submitted individually along with the offer. The Earnest Money Deposit shall be submitted by CTS 2010 compliant Demand Draft (DD) / Banker's Cheque (BC) / Bank Guarantee (BG) on any Scheduled Bank initially valid for 3(three) months with claim period of another 3 (three) months, subject to further extension if required. Earnest Money Deposit in any other form or amount will not be accepted.

7.0 The bidder shall submit along with the offer necessary documents in support of credential (related to the tender) to WBSEDCL/Other Power Utilities/Other Govt. Departments in earlier occasions towards financial capabilities to the extent of the estimated financial capacity of the tenderer.

8.0 WBSEDCL reserves its right to take decision keeping its financial interest. The provisions of Purchase Policy along with the Electrical Works Policy of WBSEDCL with subsequent amendment will be applicable.

9.0 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.

10.0 The offer against tender should remain valid for a minimum period of 120 days from the next day of opening of the tender. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

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

12.0 WBSEDCL is not bound to accept the lowest tender and reserves the right to cancel any or all the tenders unilaterally.

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

14.0 Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders.

15.0 Price Bid of a bidder will be considered only if his Techno-commercial Bid is found acceptable by WBSEDCL. Decision of WBSEDCL will be final and absolute/binding in this respect. The list of techno-commercially qualified bidders will be displayed in the said website in due course.

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

17.0 Labour Welfare Cess @ 1% (one percent) of bill value will be deducted from every bill.

NOTE:

1. WBSEDCL reserves the right to reject or accept any Bid or part thereof or all Bids received at its sole discretion without assigning any reason (s) whatsoever.
2. WBSEDCL reserves the right to go to divisible contract, if necessary.
3. WBSEDCL is not necessarily bound to accept the lowest offer.
4. Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
5. Tender submitted after expiry of scheduled date and time shall not be considered.
6. The Bidding Documents are not transferable and cost of the same is not refundable under any circumstances.
7. No interest shall be payable for Bid Guarantee.
8. Any extraneous conditions will be treated as non-responsive.
9. The Bids must be submitted in prescribed proforma only.
10. Formation of any Cartel, may lead to the cancellation of tenders with period measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to any one.
11. Bidders shall ensure that all pre-requisites are duly fulfilled by them and if there be any dispute regarding non-submission of any document, WBSEDCL reserves the right to cancel the Bid unilaterally without assigning any reasons whatsoever.
12. The bidder is expected to examine carefully all instruction, conditions, forms, schedules terms, annexure, specifications and drawings of the bidding document. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, may lead to rejection.

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

OFFICE OF THE REGIONAL MANAGER

HOWRAH REGIONAL OFFICE

13TH NS ROAD, MALLICK FATHAK.

HOWRAH-711101

KEY DATES

A.	Date of uploading of NIT & other Documents (Publishing Date)	10.12.2020 AT 17.30
B.	Documents download start date	10.12.2020 AT 17.35hrs
C.	Bid submission starting date	10.12.2020 AT 17.40hrs
D.	Bid submission closing date	28.12.2020 AT 15.00 hrs
E.	Last date of physical submission of EMD (Offline)	29.12.2020 AT 15.00 hrs
F.	Techno-commercial bid opening date	30.12.2020 AT 15.30 hrs
G.	Techno-commercially qualified bidders' list uploading date	To be notified later
H.	Price bid opening date	To be notified later

Phone No. : 033-26700049

- If a Holiday falls on any of the schedule date then schedule date shall be considered on next working day.

INSTRUCTION TO BIDDERS

1. GENERAL GUIDANCE FOR e-TENDERING:

i) 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 <http://www.wbtenders.gov.in> (the web portal) the contractor is to click on the link for e-Tendering site as given on the web portal.

ii) Digital Signature Certificate (DSC):

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

b) The contractor can search & download NIT & bid document electronically once he logs on to the said website using the Digital Signature Certificate. This is the only mode of collection of bid document.

c) Submission of Tenders:

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

The bidder needs to download the BOQ, fill up the percentage rate in the BOQ in the designated Cell and upload the same in the designated location of Financial Bid.

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

2. BID DOCUMENT:

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

(a) STATUTORY COVER:

1. NIT
2. Scanned copy of EMD (**CTS 2010 compliant** Demand Draft (DD) / Banker's Cheque (BC) / Bank Guarantee (BG) towards EMD as prescribed in the NIT, in favour of West Bengal State Electricity Distribution Company Limited payable at Howrah).
4. Tender drawings (if any).

(b) NON-STATUTORY COVER:

1. Valid upto-date GST registration certificate, PAN, current Professional Tax payment challan for last 6 (six) months, EPF Registration Certificate, Service Tax registration certificate/ Self-declaration for small service provider in proper format. I.T. Return Copy for last 3 (three) financial years, ESI Registration(if applicable).
2. Self attested copies of orders with work completion certificates from Client to establish work experience as required in the NIT.

Failure of submit any of the above documents will render the bidder liable to be rejected for both statutory & non-statutory cover.

The above non-statutory documents should be arranged in the following manner:

Click the check boxes beside the necessary documents in the My Document list and then click the Tab 'Submit Non Statutory Documents' to send the selected documents to Non-Statutory folder.

Next, click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

<u>Sl. No.</u>	<u>Category NameSub</u>	<u>Category</u>	<u>Details</u>
		<u>Description</u>	

A	Certificate(s)	Certificate(s)	Valid upto date GST registration certificate, PAN, current Professional tax payment challan for last 6 (six) months , EPF registration certificate, Service tax registration certificate/ Self declaration for small service provider in proper format. I.T. Return Copy for last 3 (three) financial years.
B	Credentials	Credential – 1 Credential – 2	Self attested copies of orders with work completion certificates from Client to establish work experience as required in the NIT

Price bid should contain the priced “Bill of Quantities” (BOQ) in one cover (folder). Bidder is to quote the rate on ‘percentage quotation’ basis in the space marked for quoting rate in the BOQ.

3. VALIDITY OF BIDS:

Bids shall remain valid for a period of 120 (one hundred & twenty) days from the next day of opening of the tender. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

4. EARNEST MONEY DEPOSIT (EMD):

The bidder shall deposit the requisite earnest money offline, in the form of demand draft/pay Order / banker’s cheque payable to ‘West Bengal State Electricity Distribution Company Limited’ on any scheduled Bank payable at Howrah, within stipulated deadline and shall also be uploaded with the bid.

Earnest money shall be retained for first three lowest bidders. For other unsuccessful bidders, earnest money (in the form of bank draft/ pay order cheque) shall not be retained and be returned to the respective bidders by hand immediately after opening of the tender.

Earnest money for the remaining two unsuccessful (L2 & L3) bidders shall be refunded through registered post or by hand immediately after finalization/placement of order. Earnest money for the successful bidder shall be converted to security deposit.

5. BID SUBMISSION:

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

6. BID WITHDRAWAL/MODIFICATION:

The bidder may modify or withdraw his bid after submission but within the deadline of bid submission, provided written notice of the modification/withdrawal is received by WBSEDCL prior to the deadline for bid submission. No bid shall be modified/ withdrawn after the deadline of bid submission. Modification /withdrawal of bid by any bidder after the deadline of bid submission shall result into forfeiture of EMD.

7. BID OPENING:

- a) Bid Guarantee/EMD shall be opened by WBSEDCL offline on the stipulated date of its submission and will be scrutinized.
- b) Techno-commercial bids shall be opened only for those bidders whose EMD has been found to be in order. Bidder's representatives with written authorization (max. 2 persons per bidder) may attend bid opening. No electronic recording shall be permitted during bid opening.
- c) WBSEDCL will scrutinize and evaluate techno-commercial bid. After that, the list of techno-commercially qualified bidders and date & time of price bid opening will be notified in the web portal.
- d) WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.
- e) WBSEDCL reserves the right to instruct the bidders to submit hard copy of any relevant document (and to produce the original documents for verification) during scrutiny & evaluation of bids. Bidders' failure to comply to such instruction may lead to rejection of bid.

8. RIGHT TO REJECT BIDS:

WBSEDCL reserves the right to accept or reject the bid, wholly or partly, or to split the work in parts and to add/delete any of the items, without assigning any reason whatsoever.

9. BIDDER'S SITE VISIT:

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

10. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of his bid and

WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

11. DETERMINATION OF RESPONSIVENESS:

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

12. CORRECTION OF ERRORS:

- 12.1 If there be a discrepancy between the unit price and the total price that is obtained by multiplying the unit price & quantity, the unit price shall prevail and total price shall be corrected.
- 12.2 If there be a discrepancy in figure and word the total amount stated in word shall prevail.
- 12.3 The bidder should strike out clearly the portion which is not applicable i.e above/at par/ below in the price sheet. If the same is not followed, the corresponding part(s) shall be considered below the estimated price and evaluation of tender shall be made accordingly.
- 12.4 In case the percentage rate column is left blank the bid shall be rejected.

13. TIME SCHEDULE:

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

14. EVALUATION AND COMPARISON OF BIDS:

- 14.1 On examination of documents submitted under different covers, WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.
- 14.2 Evaluation of bid will include and will take into account:
 - 14.2.1 WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive.

- 14.2.2 The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.
- 14.2.3 Evaluated bid-price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract.
- 14.2.4 Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

15. PROCEDURE OF EVALUATION:

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

16. TAXES, DUTIES AND OTHER LEVIES:

- 16.1 The contractor shall be solely responsible for the taxes that may be levied on the contractor's persons or on earnings of any office employee and shall hold the purchaser indemnified and harmless against any claims that may be made against the purchaser. The WBSEDCL does not take any responsibility what-so-ever regarding taxes under Income Tax Act, for the contractor or his personnel. If it is obligatory under the provisions of Income Tax Act, deduction of Income Tax at source shall be made by WBSEDCL.
- 16.2 All other duties / levies payable (excluding service tax) by the bidder shall be included in the bid price and no claim on this behalf will be entertained by WBSEDCL.

17. RIGHT TO REJECT BIDS:

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

18. LAWS GOVERNING CONTRACT:

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

18. LANGUAGE AND MEASURES:

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

this contract.

20. CORRESPONDENCE:

Any notice to the contractor under terms of the contract shall be served by register mail or by hand at the contractor's principal place of business. Any notice to the owner shall be served at the owner's principal office in the same manner.

21. CORRUPT OR FRAUDULENT PRACTICE:

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

- 21.1 "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
- 21.2 "Fraudulent Practice" means misrepresentation of facts in order to influence the procurement process of the execution of a contract to the detriment of WBSEDCL and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive WBSEDCL of the benefits of free and open competition.
- 21.3 Will reject a proposal for award if WBSEDCL determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
- 21.4 Will declare a Firm ineligible either indefinitely or for a stated period of time if WBSEDCL determines any time that the firm has engaged in corrupt or fraudulent practices in competition for, or in executing the contract.

22. INSURANCE:

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

General Conditions of Contract and Specification for Electrical Work

1. Definition of Terms:

In writing these General Conditions of Contract, one 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 Board/purchaser/Owner/Department shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD, having its Office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata-700091

The Engineer-in-Charge/Controlling Officer shall mean the Engineer designated by the Company for the purpose of this contract.

Company's representative shall mean any person or persons of consulting firm appointed and remunerated by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope.

The Contractor shall mean the Bidder who will be awarded with the Contract by the Company and shall include the contractor's executors administrators, successors and permitted assignees.

The 'Sub-Contractor' shall mean the person named in the Contract for any part of the works or any person to whom any part of the contract has been sublet by the contractor with the consent in writing of the Engineer. and will include the legal representatives, successors and permitted assigns of such persons.

Equipment/materials shall mean and include all type of construction equipment & materials etc. required for true and satisfactory completion of the work under this contract.

Workmanship shall mean the method/manner in which the jobs of the different items, whether included in the schedule or not but are required for true & satisfactory completion of the work under this contract, are executed.

General Conditions shall mean all the clauses of General Conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto.

The terms Services shall mean all works to be undertaken by the contractor as laid down under the head "scope of contract" or elsewhere in the specification enclosed. When the words "approved", "subject to Approval", "As directed", "Accepted", "Permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.

Month shall mean calendar month.

"Writing" shall include any manuscript, type written, printed or other statement reproduced in any visible form.

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.

'Date of Contract' shall mean the date on which notification of award of contract/ letter of award/telex award has been issued.

'Zero Date' will be started from the date of issuance of order/date of handing over of site.

2 Scope of Work:

The contract comprises of construction, completion and maintenance of the work, as required including provision of all labour, material(If not supplied by Company), constructional plant, temporary work and everything whether of a temporary or permanent nature required for such construction, completion and maintenance so far as the necessity of providing the same is specified in or responsible to be inferred from the contract.

3. Submission of Tender;

- 3.1 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://www.wbtenders.gov.in> (the web portal) the contractor is to click on the link for e-tendering site as given on the web portal.
- 3.2. The bidders will have to quote item wise rate in the BOQ .Clarification can be sought if quoted rate seems to be on higher side in comparison with recent past orders of similar type of execution and necessary negotiation can be made on this ground.
- 3.3 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 this contract.
- 3.4. Prices indicated in the schedule of prices deemed to include all the levies/duties/taxes/cess& all other incidentals payable as per statute excluding GST. Relevant Service Tax rule is applicable for the work and shall be paid extra. The estimated cost is exclusive of GST.
- 3.5. 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 process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.
- 3.6. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing, will be liable to rejection.
- 3.7. The tender shall remain valid for a period of 120 (One hundred and twenty) days from the next day of opening of the tender. However, WBSEDCL may, on the merit of case, request for extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

- 3.8. Earnest money as per “Notice Inviting Tender” should be submitted in the form of Demand draft/Pay order/Banker’s cheque drawn in favour of West Bengal State Electricity Distribution Company Limited, on any scheduled Bank payable at Howrah, without which tender will not be considered.
- 3.9 In case of tenders, invited on percentage basis, if the percentage rate column is left blank, the bid shall be rejected,
- 3.10 In case of tenders, invited on item rate basis, if the rate is not quoted against any particular item of work, it will be construed that the item would be executed free of cost and the rates for other items of work are deemed to include its cost. Further if any error is found in multiplication of quoted unit rate with respective quantities and/or to derive any rate component and/or in summation to arrive at the total quoted price, the same shall be recalculated to arrive at the evaluated price by considering the quoted unit rate as firm. Bidders are in no way allowed to get any escalation of price against this contract.
- 3.11 Self-attested copies of PAN card, Sales Tax/GST registration Certificate & Professional Tax challan (Current), EPF registration Certificate, Service Tax Registration Certificate, I.T Return, ESI if applicable and documents in support of required credential as specified in the NIT will have to be submitted along with the application for purchase of tender documents.
- 3.12 The tender by a partnership firm must be furnished with full names of all partners and be signed with partnership name, followed by the signature (s), designation(s) of the authorized partner(s) or other authorized representative(s).
- 3.13 Before the deadline for submission of tenders, WBSEDCL 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/mail to all participants of the tender.
- 3.14 The owner may extend the deadline for submission of tender by issuing an amendment in accordance with clause no 3.13 , in which case all rights and obligations of the owner and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 3.16 Tender shall not be received after the deadline given in the NIT due to any reason whatsoever.
- 3.17 Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.

4 Earnest Money for Open Tender

- 4.1 Earnest money/bid guarantee shall have to be deposited @ 2 % of the estimated cost subject to

a maximum ceiling of Rs 5.0 lakh.

4.2 Exemption from deposition of earnest money/bid guarantee shall not be allowed under any circumstances.

4.3 Earnest money shall have to be deposited in the form of demand draft scheduled Commercial Bank, payable at Kolkata.

4.4 Bid guarantee/earnest money shall be submitted in a separate cover. The mode and amount must be in conformity with requirements set forth in the 'Bid Guarantee' clause, failing which the bid is liable for rejection without opening other covers.

4.5.1 Further an additional sum of security money shall be deducted from the progressive bills @ 8% (Eight percent) of each bill so that the total deduction together with 2 % (Two percent), earnest money already deposited along with the tender, shall constitute not less than ten percent (10%) of the total value of the work as actually done.

4.5.2 The validity period of earnest money shall be 120 days plus 30 days thereafter for claim period from the date of submission of bid.

5. Refund of Security Deposit:

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

5.1 In case of building works or other similar nature of works the defect liability period shall be considered six month or expiry of one full monsoon period, i.e. from June to September whichever is later and any defects such as leakages in roof, effloresnes in walls, dampness, defects in drainage etc. should be rectified to the satisfaction of the engineer.

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

6. Refund of Earnest Money:

6.1 Earnest money shall be retained for first three lowest bidders. For other unsuccessful bidders, earnest money (in the form of bank draft) shall not be retained and be returned to the respective bidders by hand immediately after opening of the tender.

Earnest money for the remaining two unsuccessful (L2 & L3) bidders shall be refunded through registered post or by hand immediately after finalization/placement of order. Earnest money for the

successful bidder shall be converted to security deposit.

6.2 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.

7. Forfeiture of Earnest Money/Bid Guarantee:

Earnest money/bid guarantee shall be forfeited incase of following:

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

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

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

7.3.1 To accept LOI/Order conditionally and sign contract.

7.3.2 To furnish contract performance bond as per enclosed profoma.

8. Defect Liability Period:

8.1 The term 'defect liability period' shall mean the period of six (6) months from the Date of completion of the work. If any defect is found within the defect liability period the contractor shall be liable to rectify/replace the materials at their own cost and responsibility.

8.2 In case of building or other works of similar nature any defect in the work detected by the site in-charge within the period of six months from the date of issue of Defect Liability Certificate, the defect liability period shall continue beyond six month or till the expiry of one full monsoon period i.e. June to September.

8.3 Defects/rectification work so notified shall have to be attended and completed satisfactorily within the specified date or as deemed justified by the Controlling Officer. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the Security money, already submitted by the contractor as per clause no 5 above.

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

9. Manner of Execution of Contract/Agreement

9.1 The successful bidder has to submit acceptance of the order within 10 days from the date of

issue of the order. The successful bidder shall be required to execute an Agreement on a non-judicial stamp paper of 100/- with the company with all related documents for satisfactory execution of the work.

9.2 Agreement shall be signed on a date and time to be mutually agreed upon in the office of the Controlling Officer of the work and the same has to be signed by both the parties within 30 days from the date of acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract on behalf of the contractor is to be submitted before signing of the agreement.

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

10. General Requirement:

10.1 Cost of Bidding: The bidder shall bear all cost associated with the preparation and submission of their bid and WBSedcl in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

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

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

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

10.5 Contractor's staff at site: The contractor shall provide at site his authorized representative duly approved by the Controlling Officer (approval may be withdrawn for a particular person, if necessary). The contractor and/or his authorized representative 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) direction's and instructions from the Controlling Officer/Engineer or his representative.

10.6 Removal of persons employed at site: The Controlling Officer/Engineer shall be at liberty to ask the contractor to remove from the site any person, employed by the contractor in the execution of the work, who in the opinion of the Controlling Officer/Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the work without the permission of the Controlling Officer/Engineer.

10.7 Setting out: The contractor shall be responsible for the true and proper setting out of the work

arid for the correctness of the position, levels, dimensions and alignments of all parts of work. If at any time during the progress of the work any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the work, the contractor on being asked to rectify by the Controlling Officer/Engineer, shall at his own expense rectify such error to the satisfaction of the Controlling Officer/Engineer.

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

10.9 Care of works: From the commencement to the completion of the work, the contractor shall take full responsibility for the care thereof and of all temporary work and in case of any damage, loss or injury to work or to any part thereof or to any temporary work due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the work shall be in good order and conditions and in conformity in every respect with the requirements of the contract. The contractor shall take every practicable precaution not to damage or to cause injury to any adjoining or other properties or to any person. However, even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.

10.10 Workmen's compensation for accident or injury to ant workmen: The Company shall not be liable for damages or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall have to pay all claims, demands, preceding costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance Policy covering provisions for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.

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

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

11. Change of Quantity :

The quantity mentioned in the schedule of work is provisional. The owner reserves the right to vary the quantities as may be necessary but such variation shall be limited to $\pm 25\%$ (plus or minus twenty five percent) of the contract price. Payment shall be made as per actual execution.

12. Labour License:

Contractor will have to obtain Labour License in respect of the above work as per Contract Labour (Regulation & Abolition) Act, 1870 as early as possible.

13. Compliance of Labour Laws:

The contractor shall comply all statutory labour laws to protect the laborers engaged by them. In this connection the contractor will be required to execute an indemnity bond (as per specimen enclosed as Annexure-VIII) after placement of Letter of intent/order.

14. Night and Holiday Work:

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

15. Deduction of Provident Fund and remittance thereof in respect of Contract

Labours:

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

16. Variation, Omission. Addition & Alteration

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

17. Paying Authority:

Assistant Manager (F&A) of Howrah Division-II shall be the Paying Authority.

18. Supplementary works:

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

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

18.2 When above clause no 18.1 shall not be applicable the rates shall be taken from P.W.D. (WB) schedule of rates for building works, sanitary & plumbing works & PWD(WB)(Roads) schedule prevailing at the time of submission of bids plus/minus the contractual rate of quotation.

18.3 When clause no 18.1 & 18.2 above shall not be applicable, the rates should be analyzed, to the mutual acceptance from present market rates of different elements involved in the item, against documentary evidence, with 5% overhead, contractor's profit as 10% and 1% cess towards BOCWWC Act, 1896. In that case contractual rate of quotation will not be applicable.

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

19.0 ROW/ local dispute to be settled by the working agency. It's a mandatory.

20.0 Measurement and Terms of Payment:

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

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

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

20.4 Progressive R/A bills, against the prayer of the contractor, for an amount of minimum 20% of the ordered value or as deemed justified by the Controlling Officer shall be released against certification by the Controlling Officer after deducting the amount already paid or other amounts as



may be deductible. The bills shall be released at an early date of its submission if all formalities as per terms of contract is maintained. The final bills shall be released on completion of the work in all respect and fulfillment of all contractual obligations by the contractor.

20.5 The company reserves the right to recover/enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the fact whether such disputed claims of the contractor are subject matter of arbitration or not the amount of such overpayments may be recovered from the subsequent bill, under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or from the amount retained or the contractor shall pay the amount of overpayment on demand.

21. Completion of Contract:

All works under the contract must be completed by period of completion mentioned in NIT while portions of work as per programme settled in consultation with the Controlling Officer shall be completed by the date stipulated in the said programme. It is to be noted that time is the essence of the contract and any default on the part of the contractor to complete the work within the stipulated date/dates aforesaid or within the time as may be extended in writing by the Controlling Officer subject to the payment of liquidated damages, the Company shall have the right, without prejudice to any other clauses, to terminate contract forthwith and to take possession of the balance work/materials and have the same allotted to any other agency and the contractor shall be liable to compensate the loss that may be occasioned to the Company on that account. Any letter in writing by the Controlling Officer shall be treated as conclusive on behalf of the Company.

22. Defective Materials:

If in the opinion of the Engineer-in-Charge, any of the materials brought to the site for use are not of the quality or kind specified in the contract and/or are unfit for the work, he shall be at liberty to order the removal of the said materials and the contractor shall remove the same within 24(twenty four) hours after notice has been given to him and if he fails to remove them within the time the Engineer may cause them to be removed anywhere at the risk of the contractor and any cost incurred in so doing shall be deducted from the dues to the contractor under the contract.

23. Drawing:

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

24. Materials and Workmanship:

All the work shall be executed with the materials as specified and with best workmanship

and/or in the best manner to the satisfaction of the Engineer-in-charge.

25. Extension of Time :

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

26. Liquidated Damage:

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

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

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

27. Company's Right to Terminate the Contract:

If the contractor neglects or fails to proceed with the work proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time for completion or within the extended time approved by the Company, the Company shall have right to terminate the order/letter of intent after giving notice in writing to the contractor. If the contractor fails, after 14 (fourteen) days' of such notice, to proceed with the work in the manner notified, the Company shall terminate the contract and call the contractor to take joint measurement along with the Engineer for the finished portion of work. If the contractor does not appear for a joint measurement, ex party measurement by the Company will be taken as final.

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

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

As regards specification of materials, execution of work and the mode of measurement relevant stipulation as per prevailing norms of Company . The contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing and measurement of work at his own cost.

29. Departmental Materials:

Departmental material shall be issued to the contractor for the work except under special circumstances.

30. Deductions of Taxes and Cess for BOCWWC Act 1896:

If it is obligatory under the provision of Income Tax Act 1861 and West Bengal GST Act 2003 (GST on Works Contract) to deduct tax at source then the same will be deducted from the bills as applicable.

The Contractor is required to follow the Building and other Construction Worker's Welfare Act, 1896.

Registration of his establishment under section-7 of the Building and other Construction Worker's (Regulation and condition of Service) Act, 1896 is to be made after the contract is awarded. 1% cess towards BOCWWC Act, 1896 will be deducted from its total amount of each bill.

For these deductions certificate will be issued as per rules.

31. Force Majeure:

The Contractor shall not be liable to pay any liquidated damage for delay/failure to perform the contract for reasons of force majeure such as acts of God, acts of the public enemy, acts of Governments, fire, flood, epidemics, quarantine restriction, strikes, freight embargos and provided that the contractor shall within 10(ten) days from the beginning of such delay notify the Company in writing of the cause of delay. The Company shall verify the facts and grant such extension as found to be justified without imposing liquidated damage.

The Department shall not be responsible or liable to pay any compensation for any interruption in your work at the site due to strike, lockout, riot, earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control. The Department shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public dine to any resistance towards work.

32. Sub-letting of Contract:

The contractor shall not, without the written consent of the Company, assign or sublet his contract or any part thereof, other than for raw materials, or for any part of the work provided that any such consent shall not relieve the contractor from any obligation, duty or responsibility under the contract. In the event of sub-letting of contract or any part thereof is permitted, the fact that such

permission has been accorded shall not establish any contractual relationship between the approved Sub-vendor and WBSEDCL of any of his liabilities and obligations under the contract.

33. Engineer's Decision:

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

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

34. Liability of Accidents and Damage:

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

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

35. Language and Measurement:

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

36. Settlement of Disputes:

All disputes concerning question of fact arising under the contract shall be decided by the owner/company on receipt of written appeal by the contractor. Any dispute or differences arising out of or in connection with this contract shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subject to settlement under the jurisdiction of Calcutta High Court.

37. Completion of Work:

Completion of the work means completion of the work in totality and acceptance/takeover of

the same by the Company. Partial or phase wise completion will have no bearing towards consideration of guarantee/defect liability period.

38. Idle Labour/Machinery:

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

39. Safety Rules:

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

Fire extinguishers shall be kept by the bidder at the site of works where there is risk of fire hazard.

Adequate washing facilities shall be provided near the place of work.

When the work is done near any place .where there is risk of drowning, all necessary equipments shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of work.

These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot the persons responsible for compliance of code shall be named by the bidder.

To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement made by the bidder shall be open to inspection by the employer and WBSEDCL.

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

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

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

i. Reporting of Accident:

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

ii. Serious Injuries:

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

To provide first aid at his own First Aid Station.

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

To report the accident to WBSEDCL.

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

iii. 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.

40. Equipment & Machineries:

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

Additional Conditions of Contract

1. The work shall be inspected time to time by WBSEDCL representatives. The contractor shall provide all facilities for such inspection free of cost Notwithstanding any inspection of the site, WBSEDCL shall have the right to reject any work not conforming to the specification without being liable for any explanation or compensation. The authorized representative of WBSEDCL shall have the free access to the work site, contractor site office and store.
2. During the execution of work, if any, problem arises which is not covered by the specification, the 'Contractor shall seek necessary clarification and instruction from WBSEDCL such Instruction shall be binding on the contractor and shall be observed in full.
3. The contractor shall make his own arrangement for all labour, equipment, tools and tackles and construction materials, construction water, office/ labour accommodation, water supply, sanitation etc.
4. Electricity for construction purpose, if supplied by WBSEDCL, the charge shall be borne by the contractor at the rate specified by the WBSEDCL. The contractor cannot claim any compensation for any failure in such supply caused due to any reason whatsoever in case of non-availability of electricity for construction purpose from WBSEDCL. The contractor will have to arrange the same at his own cost.
5. 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.
6. The contractor shall take all precautions during execution, especially while excaGSTing underground works, such as cables, pipe lines, drains etc. and provide all possible protection to these

works and in case any materials got damaged, rebuilt / divert them at his own cost.

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

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

9. The cost of testing of concrete and any other material shall be borne by the contractor.

10. All works are to be carried out with due regard to the convenience of the occupants of the premises or road users and with close co-ordination with other contractors who may be working in the area. All arrangements/ programmes of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accident to the occupants, users & workers. The contractor must see that all damages to any property, which in the opinion of the Controlling Officer are due to the work of the contractor, are promptly rectified as per his direction and to his satisfaction. The construction of work must be done in such a way as not to dislocate or disturb any sewerage system and existing other structures.

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

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

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

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

15. The contractor shall not off-load the Contract or part thereof to any subcontractor without obtaining written permission from the Controlling Officer of the work. In the event sub-letting of contract or any part thereof is permitted the fact that such permission has been accorded shall not establish any contractual relationship between the approved Sub- contractor and WBSEDCL of any of his liabilities and obligations under the contract.

16. A complete list of execution / deviation from the tenderer's scope of work shall be clearly indicated. Similarly, if any departure, commission of substitution from stipulated specifications is made, this fact should be clearly indicated in the offer with reasons. However, WBSEDCL shall have

the absolute discretion to summarily reject such offers.

17. WBSEDCL's representative may during the progress of work, order for re-execution of part or whole of the work executed, found not in accordance with the approved drawings/specifications/instructions. No extra claims shall be entertained for re-execution or altering or such work.

18. The contractor shall provide sufficient strong and stable staging as to ensure safety of the labourers and structures.

19. The contractor shall dismantle and remove the staging and other temporary structures like stores, offices, labour camps etc. on completion of work/ clear and dean the site where such temporary facilities were built and restore the same to original condition.

20. Materials brought to the site shall not be removed from the site without the written consent of the WBSEDCL. The contractor shall submit well in advance for approval of samples, specimens as the WBSEDCL may demand from time to time. Any material brought to the site and rejected by the WBSEDCL shall be removed by the contractor from the site of work immediately.

21. All materials as per requirement shall be procured after approval of brand and make by WBSEDCL.

22. All bricks have to be submerged in GSTs before put to use. Curing shall be done with proper care.

23. The contractor has to make arrangement for temporary cover to enable civil construction works to continue if interrupted due to rains during monsoon.

24. If necessary extra items beyond S.O.W. are executed the Unit Rate shall be as per rates of PWD, West Bengal Schedule of Work on the date of Bid opening. Those items which are not covered under PWD rates shall be based on analysis of rate on current market rate as applicable, on mutual agreement.

25. Bar chart showing all activities needs to be submitted before commencement of work.

26. Depth of the trench, , shall be complied with IE Rules recommendations.

27. All drawings supplied with the bid documents are tentative / for guidance only.

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

29. The contractor shall submit test certificate from the appropriate authority for pot ability of drinking water indicating presence of Arsenic & other chemicals, if any.

30. If specification of any items of work is not covered in the Bid Documents the same shall be

guided by similar orders executed in recent past.

31. All dismantled departmental materials shall have to be returned to stored/ disposed and stacked in a place (within 200 m lead) provided by the Purchaser without any extra cost to WBSEDCL.

32. Mode of measurement shall be followed as described in PWD, S.O.R., unless otherwise stated in relevant category/Company guided norms.

Contract Agreement Forms.

Annexure- II

PROFORMA OF LETTER OF UNDERTAKINGS (To be submitted by the Bidder along with his Bid) (To be executed on non-Judicial stamp paper of requisite value)

Ref.....

Date.....

To

Dear Sir,

1. I/We* have read and examined the following Bidding Documents relating to the (full scope of work).

a) Notice Inviting Tender

b) "Invitation to Bid" (INV), "Instruction to Bidders (ITB)", "General Conditions of Contract (GCC), Scope, and other conditions of contract.

2. Technical Specification.

a) and relevant Drawings.

3. I/We* hereby submit our Bid and undertake to keep our Bid Valid for a period of 120/180* days from the date of opening price bid. I/We* hereby further undertake that during said period I/We* shall not vary alter or revoke my/our Bid.

This undertaking is in consideration of WBSEDCL, agreeing to open my/our* Bid and consider and evaluate the same for the purpose of award of Work in terms of provisions of clause entitled "Award of Contract" under Section "Instruction to Bidders (ITB)" in the Bidding Documents. Should this Bid be accepted, I/We* also agree to abide by and fulfill all the terms and conditions of provisions of the above mentioned Bidding Documents.

Signature along with Seal of Co.....

(Duly authorized to sign the Tender on behalf of the Contractors)

Name.....

Designation

Name of Co.....

(IN BLOCK LETTERS)

WITNESS

Signature.....

Date.....

Name & Address.

Telegraphic Address.

Telephone No. Fax No.....

E-mail.....

***Strike out whichever is not applicable**

Annexure-IV

PROFORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT (To be executed In non-judicial stamp paper of Rs. 100.00)

Ref. Bank Guarantee No.

Date :

To

The

.....

.....

West Bengal

Dear Sir,

In consideration of West Bengal State Electricity Distribution Company Ltd., (hereinafter referred to as the "Owner", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... (hereinafter referred to as the 'Contractor', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No..... dated..... and the same having been acknowledged by the Contractors, resulting in a Contract bearing No..... dated..... valued (at.....) (in words and figures) for..... Contract (scope of work)..... (hereinafter called the "Contract") and the Owner having agreed to make an advance payment to the Contractor for performance of the above Contract amounting Rs..... (In words and figures) as an advance against Bank Guarantee to be furnished by the contractor.

We..... (Name of the Bank) having its Head Office at..... (hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, immediately on demand any or, all monies payable by the Contractor to the extent of Rs. as aforesaid at any time upto and including..... @ (day/month/ year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

We guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner and either to enforce any covenants, contained or implied in the Contract between the Owner and the contractor or any other course or remedy or security available to Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would be for this provision have the effect of relieving the Bank.

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

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

Dated this day of20.....at.

WITNESS

.....
(Signature) (Signature)

.....
(Name) (Name)
Designation.....
(Official Address)
(with Bank Stamp)

Attorney as per Power

of Attorney No

Dated.....

@ The date will be Three (3) Months after the Scheduled date of completion of Supply (Supply Contract)/ Three (3) Months after taking over the work by WBSedCL (Erection Contract).

Note: The non-judicial stamp papers of appropriate value shall be purchased in the name of bank who issued the Bank Guarantee.

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref.

Date:

To

.....

.....

.....

West Bengal

Dear Sirs,

Sub: Extension of Bank Guarantee No..... for Rs..... favoring yourselves, expiring on..... on account of M/s..... in respect of Contract No.....doted (hereinafter called original Bank Guarantee).

At the request of M/s..... We.....Bank, branch office at..... and having its Head Office at do hereby extend our liability under the above mentioned Bank Guarantee No..... dated for a further period of.....(Years/Months] from..... to expire on..... Expect as provided above, all other terms and conditions of the original bank guarantee No.....dated..... shall remain unaltered and binding.

Please treat this as an Integral part of the original bank guarantee to which it would be attached.

Yours Faithfully,

For.....

Manager/Agent/Accountant.

Power of Attorney No.....

Dated.....

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate value shall be purchased in the name of the bank who has issued the Bank Guarantee.

BID PROPOSAL

Bidders Name & Address:

Bid Proposal Reference :

Person to be contacted:

Designation:

Telephone No.:

Fax :

To

The

.....

.....

Sub : Proposal for

Ref : Tender Notice no :

Dear Sirs,

1.0 We, the undersigned Bidder, have read and examined in detail the specifications and Bid documents of the
above work and hereby propose to execute the work as detailed in specification and documents.

2.0 PRICES AND VALIDITY

2.1 Our prices stated in the bid are Firm/Variable*. Price adjustment is applicable /not applicable* in line with the bidding documents. Our quoted prices and other terms and conditions of this proposal are valid for a period of 120 days/180 days* after the date of opening of price bid. We further declare that prices stated in our Proposal are in accordance with your "Instruction to Bidders" included in Condition of Contracts of Bid documents.

2.2 We do hereby confirm that our bid prices as quoted in Quotation sheet includes all the taxes, duties and levies 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 the Owner except service taxes.

3.0 We have studied clause 25.1 & 25.2 of Section ITB relating to Tax and we hereby, declare that if any income-tax, surcharge on income-tax or any other corporate tax is attracted under the law, we agree to pay the same.

4.0 BID GUARANTEE

We have enclosed a Bid Guarantee, in the form of

.....

(Please fill in alternative chosen)

for a sum of

(Amount in Words & Figures)

in original and two copies of the original, valid for a period of 30 days beyond the bid validity date, in accordance with documents, for packages as per the following details :

Form of Bid Guarantee	Value of Bid Guarantee	Valid upto and Including

We have also ensured that the above Bid guarantee furnished by us is in line with the Bid documents and complete in respect of following:

- a) Value of non judicial stamp paper purchased in the name of executing bank.
- b) Signature, foil name, designation and address of witness are there.
- c) Complete mailing address of the Head Office of the Bank is indicated.

5.0 BID PRICE

We declare that our total bid price in Indian Rupees is given in of Schedule submitted in Cover-III for the entire scope of work as specified in your Bidding Documents.

6.0 DEVIATIONS

- 6.1 We declare that the Works shall be performed strictly in accordance with the specifications and documents except for the variations and deviations, all of which have been detailed out exhaustively in the following Schedules (submitted in cover-II), irrespective of whatever has been stated to the contrary anywhere else in our proposal.

Sl.No.	Schedule	Schedule No.
1.	Commercial Deviations Schedule	Annexure-XII
2.	Technical Deviations Schedule	Annexure-XIII

Annexure -VII

We confirm that specified stipulation of following Clauses are acceptable to us and no Deviation/exceptions are taken on any account, whatsoever in the following Clauses:

a)	Terms of Payment	Clause No.22.0 of Section : D (GCC)
b)	Bid Guarantee	Clause No. 1 0.0 of Section: C (ITB)
c)	Contract Performance Guarantee	Clause No. 5.0 of Section: D (GCC)
d)	Liquidity Damages for Delay	Clause No. 28.0 of Section: D (GCC)
e)	Bid Price basis	Clause No. 7.0 of Section: C (ITB)
0	Defect Liability Period	Clause No. 10.0 of Section: D (GCC)

7.0 BID PRICING

We further, declare that the prices stated in our Proposal are in accordance with your 'Instruction to Bidders'¹ included in Conditions of Contract of Bid documents.

8.0 PRICE BASIS

We declare that our price components are on FIRM BASIS/VARIABLE BASIS (Strike out the portion which is not applicable)

9.0 CONTRACT PERFORMANCE GUARANTEE

We further agree that if our proposal is accepted, we shall provide an irrevocable Contract Performance Guarantee, of value equivalent to 10% (ten percent) of the Contract Price valid upto the end of 3 (three) months after the end of the contract warranty period with a further claim period of 3 (three) months thereafter in the form of Bank Guarantee in your favour within 30 (thirty) days from the date of issue of Letter of Award and shall enter into a formal agreement with you within 30 (thirty) days from the Letter of Award.

10.0 QUALITY PLANS:

The contractor is responsible for the proper execution of work as per drawing. The work beyond the customer's hold points will progress only with the Owners consent. 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 farther agrees that any change in the Quality Plan will be made only with the Owner's approval. The Contractor shall also perform all quality control activities, inspection and tests agreed with the Owner to demonstrate full compliance with the contract requirements.

10.1 The Contractor also agrees to provide the Owner with the necessary facilities for carrying out inspection, quality audit and quality surveillance of Contractors and its Sub-Contractor's Quality Assurances System.

10.2 It is expressly agreed to by the contractor that the quality tests and inspection by the Owner shall not in any way relieve the Contractor of its responsibilities for quality standards, and performance guarantee and their other obligations under the Agreement.

10.3 If Is further agreed by the -Contractor that the contract performance guarantee shall in no way be constructed to limit or restrict the Owner's right to recover the damages/compensation due to poor workmanship or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and or otherwise.

10.4 The contract performance guarantee furnished by the contractor is irrevocable and unconditional and the Owner shall have the powers to invoke it notwithstanding any dispute or difference between the owner and the contractor pending before any court, tribunal or any other authority.

10.5 This Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall superseds and prior correspondence terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

11.0 CHECKLIST

We-have included a Check List duly filled in.

Dated this day of 20

Signature..... in the capacity of

..... dulyauthorised to sign for and on behalf of

.....

(IN BLOCK CAPITALS)

*Strike out the portion which is not applicable

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

BY THE PRESENT INDEMNITY BOND EXECUTED by me/us on thisDay of 20.....

I/We having Registered Office/residing at

..... (herein after called "OBLIGOR/ OBLIGORS" which expression shall mean and includes my/our successors legal representatives, assigns) do hereby binds myself /ourselves and also our company/firm

after having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited a government company within the meaning of sec. 617 of the Company's Act, 1856 having registered office at BidyutBhavan, Block-DJ, Sector-II, Salt Lake City, Kolkata - 700091 (hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns.

Whereas OBLIGOR/OBLIGORS has/have been awarded to execute the job/works under letter no..... dated issued by the OBLIGEE after having observing necessary formalities, the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job/works will be/likely to be done in places covered under Employees' State Insurance Act (ESI) and/or the Employee Compensation Act, 1823 (W. C. Act) and/or other laws relating to the Labour Management and Welfare.

And whereas according to the condition of the contract the OBLIGOR/ OBLIGORS is/are under obligation to

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

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

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGORS.
2. THAT the OBLIGOR/OBLIGORS will take/adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT the OBLIGOR/OBLIGORS undertakes/undertake to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or non-managerial or any other capacity in the area covered under Employee' State Insurance Act, 1848 who has/have insurance coverage within the meaning of Employees' State Insurance Act and further undertakes NOT to engage any person in the area covered under Employees State Insurance Act., who does / do not has / have insurance coverage within the meaning of Employees' State Insurance Act, 1848.
4. That the OBLIGOR/OBLIGORS further undertakes/undertake to engage only those labour, worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act 1848, who has life

insurance for the sum assured equivalent to the amount of Compensation under the Employees Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGOR / OBLIGORS.

5. THAT the OBLIGOR/OBLIGORS undertakes/undertake to Indemnify and keep harmless the OBLIGEE from all claims, action, proceedings and of risk, damage, danger to any person whether belonging to/or not belonging to OBLIGOR / OBLIGORS.
6. THAT the OBLIGOR/OBLIGORS shall keep harmless the OBLIGEE from all claims, compensation, damages, any proceedings in respect of any of its employee/workmen under the Employee Compensation Act or any other laws for the time being in force.
7. THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Employee Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGORS is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGORS.

8. THAT, if at any time, due to exigency, the OBLIGEE i.e. the West Bengal State. Electricity Distribution Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGOR/ OBLIGORS or for any other reason, the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR/OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR/OBLIGORS.

9. THAT the OBLIGOR/OBLIGATOR is/are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/OBLIGATOR.

SIGNED AND DELIVERED BY

THE OBLIGOR/OBLIGORS

.....
.....

Signature

WITNESS:

1) Name, Designation

.....
.....

Signature

2) Name, Designation

.....
.....

Signature

PROFORMA OF AGREEMENT

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

ARTICLES OF AGREEMENT MADE this day of

in the year between WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), a statutory body constituted by the Govt. of West Bengal having its Head Office at "Vidyut Bhavan", Block-DJ, Sector-II, Salt Lake City, Kolkata-700091, hereinafter referred to as the "Company" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART.

AND

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

WHEREAS the Company invited tender vide Tender Notice No.....
(annexed hereto) for “.....

.....”

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

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

.....

NOW THEREFORE, The Company and the Contractor agree as follows: 1. 1. The Contractor agrees to undertake the work of "as per Letter of Award no dt referred to above.

2. The Company agrees to pay the contractor as per the Letter of Award no dt..... referred to above.

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

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

SIGNED, SEALED AND DELIVERED

.....

Contractor

Company

.....

Witness

Witness

.....

Witness

Witness

SCHEDULE FOR DEVIATION FROM THE SPECIFICATION

Tender Notice No.

We/I have carefully gone through the Technical Specification, the general conditions of Contract and all other terms & conditions mentioned in tender document and We/I have satisfied ourselves /myself and hereby confirm that our/my offer strictly conforms to the requirement of the Technical Specification, General Conditions of Contract and all other terms & Conditions mentioned in tender document except for the deviation which are given below:

Item	Description	Clause No.	Stipulation in Specific alien	Deviation Offered	Remarks

Signature with date & seal of the Bidder

