



West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

Hooghly Region

Administrative Building, RamMandir.

P.O.-Chinsurah R.S.

Dist. Hooghly, PIN-712102.

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NOTICE INVITING e-TENDER

NIT No. RM/HG/CIVIL/TENDER/2022-23/19

Date: 08/02/2023

The Regional Manager, Hooghly Region, WBSEDCL invites e-tender for the work detailed in the table below. (Submission of Bid through online)

1. DETAILS OF TENDER

- | | |
|--|--|
| i. Name of the work | Installation of external stair case outside the control room of several substations under Hooghly Region, WBSEDCL. |
| ii. Name of the Concerned Office | Hooghly Regional Office, WBSEDCL |
| iii. Estimated Amount (Rs.) | 496517.00/- (Four lakhs ninety six thousand five hundred seventeen only) |
| iv. Earnest Money (Rs.) | 9,930.00/- (Nine thousand nine hundred thirty only) |
| v. Price of Bid documents (Non-refundable).including GST. (Rs.) | Nil |
| vi. Period of Completion | Three (03) Months. |

2. ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

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

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

2.1 Work Experiences

- All categories of intending bidders who have satisfactorily completed at least one work of similar nature under the authority of state/central government/undertaking power utilities, statutory bodies constituted under the statute of Central / State Government of executed value not less than 50% (fifty percent) of the estimated cost in a single contract during last 5 (five) years The "similar nature" of work includes all types of construction / repair / renovation / maintenance work of building works, road & bridge works, sanitary and plumbing works etc. which contribute towards major financial involvement of the bid.
- Completion Certificate indicating estimated amount, value of executed work, date of completion of the work, payment certificates (to be documented through e-filing), time extension approval (if any) and detail communicational address along with contact number of the client should be submitted by the bidder. Completion Certificate from the competent authority will be treated as valid credential. (Non-statutory documents).

- iii. The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5(five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. A declaration in this respect has to be furnished by the prospective bidders. (Non-statutory documents) (Annexure-II)
- iv. Any kind of adverse records found during the last 5(five) years prior to the date of this NIT, against the agency from WBSEDCL or any other government/semi-government organization related to termination of contract, adoption of fraudulent practices while bidding procedures etc. on the part of the bidding agency shall be deemed to be ineligible and subsequently rejected in the technical bidding process thereof. A declaration in this respect has to be furnished by the prospective bidders.(Non-statutory documents) (Annexure-II)

2.2 Financial Standings

- i. Working capital in the year proceeding the year of the bid submission shall not be less than 30% of the estimated cost, shall be judged by adding available credit facility and working capital taken together.
- ii. Average annual turnover shall not be less than 30% of the estimated cost.

3. OTHER DETAILS, RELEVANT DIRECTIVES

- i. In the event of e-filling intending bidder may download the tender document from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate.
- ii. **Earnest Money Deposit (EMD) shall have to be mandatorily in online mode** through as elaborated in the section "Section A: Instructions to bidders" of the bid document. **There is no option for offline submission of EMD through DD/Pay order/Banker's cheque etc.** Bids without appropriate earnest money deposit shall be rejected.
- iii. Technical document should be submitted in technical folder and Financial Bid should be submitted in financial folder concurrently duly digitally signed by the tenderer through the above mentioned website.
- iv. Technical document and Financial Bid should be submitted online as per the 'Date &Time Schedule' stated in Sl. no.- 04.
- v. The Financial Bid/Price Bid of a bidder will be considered only if his technical bid is found acceptable by WBSEDCL. Decision of WBSEDCL will be final and absolute in this respect. The list of techno-commercially qualified bidders will be displayed in the said website in due course of time. The prospective tenderer will be considered only if the technical documents of the tenderer found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and absolute in this respect
- vi. No mobilization/secured advance will be allowed.
- vii. Bid price shall be firm and inclusive of all such costs and no claim on this behalf will be entertained by the owner.
- viii. Bids shall remain valid for a period not less than 120 (One hundred twenty) days after date of opening of Financial Bid of tender. Bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive. If the tenderer withdraws the bid during the validity period of bid, the earnest money as deposited will be forfeited forthwith without assigning any reason thereof.
- ix. The bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtained all information that may be necessary for preparing bid and entering into an agreement for the work / works as mentioned in the NIT, before submitting offer with full satisfaction. The costs for visiting the working site shall be at the bidder own expense.
- x. The intending bidders shall clearly understand that whatever may be the outcome of the present invitation of the bid, no cost of bidding shall be reimbursable by the Tender Inviting Authority. The Tender Inviting Authority reserves the right to accept or reject any/all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the bidder at the stage of bidding.

- xi. Prospective applicants are advised to go through all the details as mentioned in Section – A and Section – B before tendering the bids.**
- xii. The bidder is expected to examine carefully all instructions, conditions, forms, schedules, terms, annexure, specifications and drawings (if provided) in the bidding document. Failure to comply with the requirements of bid submission will be at the bidders own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.
- xiii. Release of payment of work/bill may depend on availability of fund. Intending bidders may consider this criteria while submitting of tender and quoting their rate through online. (Pl. read clause B.19 regarding terms of payment)
- xiv. No Conditional Bid / Incomplete Tender will be accepted under any circumstances.
- xv. A prospective bidder shall be allowed to participate in the tender either in the capacity of individual or as a partner of firm. If any bidder is found to have applied severally in a single job, all his offers will be rejected for that job.
- xvi. The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened, who will qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. WBSEDCL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. WBSEDCL's decision in this regard shall be final & binding.
- xvii. At any stage during scrutiny, if it is found that the credential or any other papers which the bidder uploaded during bidding process, found incorrect/manufactured/fabricated, that bid will be considered a nonresponsive and outright rejected with forfeiture of Earnest Money and action will be taken as per stipulation of IT Rules in force.
- xviii. Before issuance of Letter of Acceptance/Work order, the tender accepting authority may verify the credential & other documents of the lowest bidder so uploaded online if found necessary. If it is found such document incorrect/manufactured/fabricated, Letter of Acceptance/Work order will not be issued in favor of the bidder under any circumstances and action will be taken accordingly.
- xix. The Tender Inviting Authority reserves the right to cancel the tender at any stage due to unavoidable circumstances and no claim in this respect will be entertained.
- xx. 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.

4. DATE & TIME SCHEDULE

<i>Particulars</i>	<i>Date & Time</i>
i. Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	17.02.2023 after 18:00 Hrs.
ii. Documents sell / download start date (online).	17.02.2023 after 18:00 Hrs.
iii. Bid Submission upload start date (online)	17.02.2023 after 18:00 Hrs.
iv. Documents sell / download closing date (online).	03.03.2023 up to 14:30 Hrs.
v. Bid Submission upload closing date (online)	03.03.2023 up to 14:30 Hrs.
vi. Date of opening of Technical Proposals. (online)	09.03.2023 after 15:00 Hrs.
vii. Date of uploading the Final List of Technically Qualified Bidders after Technical Proposal Evaluation (online).	To be intimated later
viii. Date, for opening of Financial Bid (online).	To be intimated later


(K. Singh)
Regional Manager
HOOGHLY REGION

SECTION – A : INSTRUCTION TO BIDDERS

A.1. GENERAL GUIDANCE FOR e-TENDERING

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

A.1.1. 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://wbtennders.gov.in>. The contractor is to click on the link for e-Tendering site as given on the web portal.

A.1.2. 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 Information's Centre (NIC) on payment of requisite amount. Details are available at the website stated in clause-2 of Guideline to Bidder DSC is given as a USB e-Token. .

A.1.3. Submission of Tenders:

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

A.1.3.1 Technical-commercial proposal

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

i. Statutory Cover file containing ,

It contains two parts:

- N.I.T. folder: Contains downloaded and uploaded copies (Digitally Signed) of N.I.T. and Addenda/Corrigenda: if published.
- Annexure/Forms folder: Contains all the declarations by the bidder i.e. Letter of Bid (Annexure-I), "Letter of Undertaking" (Annexure-II), Declaration of blacklisting/holiday listing (Annexure-III). Annexure-IV and Annexure-V are to be exclusively submitted by successful bidder only and are not required to be submitted during submission of tender.

ii. Non Statutory / Technical Document Cover file containing ,

- Copy of I.T. return for last 3 (three) financial years,
- PAN. GST registration No., GSTIN.
- Professional Tax Clearance Certificate / Professional Tax (PT) deposit receipt challan for the last month.
- EPF registration certificate and challan for last month.
- E.S.I Registration/Proper Mediclaim Insurance Policy.
- Requisite Credential Certificates for completion of at least one similar nature of work in any Govt. department having a magnitude of at least 50% (Fifty percent) of the estimated amount of the work put to tender within last 5 (five) years.
- Information if any regarding any past and current litigation with WBSEDCL/WBSETCL or any other Govt. agency/ PSU in which the bidder is involved, the party's concerned and disputed amount.
- Other relevant information is as per the table in page no 6.

A.1.3.2 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 (Offering above / below / at par) online through Computer in

the space marked for quoting rate in the BOQ. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

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

Sl.	Category Name	Sub-category Descriptions	Details
i.	Certificates	Certificates	a) PAN Card. b) Copy of I.T. return for last 3 (three) financial years. c) GST registration No., GSTIN. d) Professional Tax Clearance Certificate for the last month. e) EPF registration certificate and challan for last month. f) E.S.I Registration certificate / Proper Medclaim Insurance Policy. g) Information if any regarding any past and current litigation with WBSEDCL/WBSETCL/Govt./PSU in which the bidder is involved, the party's concerned and disputed amount.
ii.	Company Details	Company Details	Partnership deed, Co-operative society by law, MOA, Trade license, Company registration certificate
iii.	Credentials	Credentials	a) Performance as prime contractor for execution of similar nature of work for last 5 (five) years and details of work in hand. b) Documents of Credential (in the form of copy of orders, work completion certificates and payment certificates) of executing similar nature of works costing not less than 50% of the estimated cost.

A.2. TERMS & CONDITIONS

A.2.1. Opening of Tender

- i. Technical proposals will be opened by authorized representatives of WBSEDCL from the web site stated using their Digital Signature Certificate.
- ii. Cover (folder) for statutory documents will be opened first and if found in order, cover (folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- iii. Summary list of technically qualified/eligible tenderers will be uploaded online and can be checked by logging in to <https://wbttenders.gov.in>.
- iv. While evaluation the authorized representatives of WBSEDCL may summon any of the tenderer & seek clarification/information or tenderers may be asked for producing original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.
- v. The Financial Bid of the prospective bidder will be considered only if the Technical Bid of the Bidder is found qualified by the WBSEDCL. The decision of the WBSEDCL will be final and absolute in this respect.
- vi. The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tender(s) or to split the whole work to more than one contractor without assigning any reason whatsoever.

A.2.2. Penalty for suppression/ distortion of facts

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

A.2.3. Rejection of Bid

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

A.2.4. Award of Contract

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

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

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

A.2.5. Responsibility of Bidders

- i. WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interruption or deductions the bidder may derive from the data furnished by the WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.

- ii. It shall be the responsibility of the bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this contract including in particular all factors that may affect the cost, duration and execution of the works. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid.
- iii. Claim, whatsoever, including those for financial adjustment to the contract awarded under these specifications and documents will not be entertained by the purchaser. Neither any change in time schedule of contract nor any financial adjustments arising thereof shall be permitted by the purchaser, which are based on the back of such clear information of its effect on the cost of the contract to the bidder.
- iv. The bidder is expected to examine carefully all instructions, conditions, forms, schedules, terms, annexure, specifications and drawings (if provided) in the bidding document. Failure to comply with the requirements of bid submission will be at the bidders own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.

A.2.6. 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.

A.2.7. Clarification of Bidding document

In case of any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBSEDCL, marked to the Regional Manager, Hooghly Region at least 05(five) days before the bid submission closing date.

A.2.8. Bid prices

The bidder has to quote as per the instructions mentioned in A.1.3.2. Further it should be noted that **the quoted rate should be firm**. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against this contract.

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

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

A.2.9. Earnest Money

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

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

- i. Net-banking through Payment gateway.
- ii. RTGS/NEFT Payment: on selection of RTGS/NEFT as the payment mode, the Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the prefilled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.

A.2.9.1 General Instruction for Online payment

- i. The bidder will have to mandatory pay through Net-banking facility once Net banking mode is opted for payment.
- ii. Status of NEFT/RTGS payment through challan for a bid may take time for bank settlement which is updated in 24 hrs. (approx.) as such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24Hrs. to avoid any complicity.
- iii. In case actual EMD amount as per NIT is more than the one shown in e-tender portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).

A.2.9.2 Refund of Earnest Money

For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid. For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.

The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

A.2.9.3 Forfeiture of Earnest Money

Earnest money shall be forfeited in case of following,

- i. If during the period of validity, the bidder withdraws / modifies its bid as a whole or in part.
- ii. If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
- iii. If the bidder submits false credential & other incorrect/manufactured/fabricated documents. Documents uploaded online may be verified at any stage during the tendering process and even before issuance of Letter of Acceptance/Work order to successful bidder if found necessary.
- iv. If any uploaded/submitted documents by successful bidder are found to be ambiguous or fabricated, Letter of Acceptance/Work order then will not be issued in favor of the bidder under any circumstances and action will be taken accordingly along with forfeiture of earnest money.
- v. In case of successful bidder, if the bidder fails to accept LOI/Order unconditionally and sign contract or to furnish the contract performance bond wherever applicable.

A.2.10. Additional Performance Security

All bids in the range of -20% to -80% of the estimated cost shall furnish an Additional Performance Security in the form of Bank Guarantee (Annexure-VI) from any scheduled Bank, which shall be equal to 10% of the Tendered amount.

A.2.11. Period of validity of Bids

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

A.2.12. Evaluation and comparison of bids

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

- i. The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.

- ii. Evaluated bid price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract.
- iii. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

A.2.13. Taxes, duties and other levies

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

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

A.2.14. Laws governing contract

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

A.2.15. Corrupt or fraudulent practices

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

- i. *Corrupt practice*: The offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and
- ii. *Fraudulent Practice*: Misrepresentation of facts in order to influence a procurement process of 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 no- competitive levels and to deprive the owner of the benefits of free and open competition.

A.2.16. Insurance

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

A.2.17. Penalty for suppression / distortion of facts

Bidder fails to produce the original hard copies of the documents (especially completion certificates and audited balance sheets), or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tender committee will take action as deem fit against such defaulting Bidder. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

A.2.18. Amendment of bidding documents

At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing amendments. Any such amendment shall be part of the bidding document.

Such amendment(s) will be published on the same website mentioned above. Owner will bear no responsibility or liability arising out of non-pursuance of the same in time or otherwise by the bidder. In order to afford prospective bidders reasonable time in which to take the amendment in to account in preparing their bids, the owner may, at its discretion, extend the deadline for submission of bids. Such amendments, clarification, etc. shall be binding on bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bids.

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

B.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.

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

B.2. SCOPE OF WORK

As the name of the work suggests the proposed contract comprises of construction / repair / renovation / maintenance work of building works, road & bridge works, sanitary & plumbing works etc. during the contract period including defect liability period, as required. It includes provision of all labour, material, constructional plant, temporary work and everything whether temporary or permanent nature required for such construction so far as the necessity of providing the same is specified in or responsible to be inferred from the contract. The different items of work have been elaborated in the schedule of work.

B.3. EARNEST MONEY

Discussed in detail in A.2.9.

B.4. MANNER OF EXECUTION OF CONTRACT AGREEMENT

- i. The Successful tenderer within 7 (seven) days of receipt of LOI / order, shall submit his unconditional acceptance in writing failing which the Department shall have the right to terminate the LOI / Order as per rule and earnest money, submitted along with the tender will be forfeited. As earlier mentioned, successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner, if not created earlier.

- ii. The successful bidder shall be required to execute an Agreement (as per specimen enclosed as Annexure-V) on a non-judicial stamp paper of Rs. 100/- with the company with all related documents for satisfactory execution of the work.
- iii. The agreement shall be signed on a date and time to be mutually agreed upon in the office of the controlling officer of the work and the same has to be signed by both the parties within 30 days from date of acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract agreement on behalf of the contractor is to be submitted before signing of the agreement.
- iv. The agreement shall be signed in original and five (05) photo copies. The original agreement shall be retained by the Company and a copy will be handed over to the Contractor.

B.5. SECURITY DEPOSIT

On receiving tenderer's acceptance for the work the earnest money deposited with the tender will be automatically converted to form a part of security money deposited. An additional sum of security money, if required, shall be deposited by the tenderer to constitute initial security money of 2% (two percent) of ordered value. Further additional security money shall be deducted from the progressive bills at 1% (one percent) of each such bill so that the total deduction together with 2% (two percent) Security money already taken shall constitute not less than 3% (three percent) of the total value of works as actually done. All security money shall be refunded after expiry of the period of maintenance/the guarantee period/defect liability period which shall be 6 (six) months normally as stated below, if not otherwise mentioned in the work order after completion of the work. This period of maintenance shall be counted from the date of completion of job.

B.5.1 Refund of Security Deposit

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

- i. In case of building works or other similar nature of works, the defect liability period will be considered 6 (six) months or expiry of one full monsoon period, i.e. from June to September whichever is later and any defects such as leakage in roof, dampness, defects in drainage etc. should be rectified to the satisfaction of the engineer.
- ii. All types of manufacture's guarantee/warranty wherever applicable are to be issued/revalidated in the name of owner by the contractual agency. In case of building works or other similar nature of works, the defect liability period will be considered 6 (six) months or expiry of one full monsoon period, i.e. from June to September whichever is later.

B.6. DEFECT LIABILITY PERIOD

- i. 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.
- ii. Additionally, in case of any defect of work is detected by the Engineer-in-Charge/Controlling Officer within the period of six (6) months, the defect liability period shall continue beyond six (6) months or till the expiry of one monsoon period i.e. June to September whichever is later.
- iii. Defects / rectification work so notified shall have to be attended and completed satisfactorily within the specified date or as deemed justified by the Controlling Officer. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by Security Deposit.
- iv. After completion of defect liability period, and on completion of satisfactory rectification of defects, if any, reported within the defect liability period, and on receipt of the application from the contractor, the Engineer-in-Charge / Controlling Officer of the work will recommend for release of Security Deposit.

B.7. GENERAL REQUIREMENT

- i. The contractor shall execute, complete and maintain the work as per direction of the Engineer-in-Charge/Controlling Officer of the work or his representative.
- ii. *Contractor to submit programme:* Within 14 (fourteen) days from the date of issue of order unless mentioned otherwise, the contractor shall submit a programme showing the order, procedure and method in which he proposes to carry out the work.
- iii. *Contractor's technical person at site:* The Contractor shall provide at site his authorized representative with adequate technical knowledge duly approved by the Engineer-in-Charge / Controlling Officer (approval may be withdrawn for a person, if necessary). The contractor and / or his authorized representative are to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative will receive (on behalf of the contractor) direction and instructions from the Engineer-in-Charge / Controlling Officer or his representative.
- iv. *Removal of persons employed at site:* The Engineer-in-Charge / Controlling Officer shall be at liberty to ask the contractor to remove from the site any person, employed by the contractor in the execution of work, who in the opinion of the Engineer-in-Charge / Controlling Officer misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the work without the permission of the Engineer-in-Charge/Controlling Officer.
- v. *Setting out:* The contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of the work. If any time during the progress of the work any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the work, the contractor on being asked to rectify by the Engineer-in-Charge / Controlling Officer or his representative shall at his own expense rectify such error to the satisfaction of the Engineer-in-Charge / Controlling Officer.
- vi. *Protection of work:* The Contractor shall in connection with the work provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary if required by the company or by any competent authority for the protection of the work or for the safety and convenience of the public or others.
- vii. *Care of works:* From the commencement to the completion of the works, the contractor shall take full responsibility for the care of permanent works, therefore and of all temporary works and in case of any damage, loss, or injury to works or to any part thereof or to any temporary works due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the works shall be in good order and condition and in conformity in every respect with the requirements of the contract. The contractor shall take every practicable precaution not to damage or to cause injury to any adjoining or other properties or to any persons. However even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.
- viii. *Workmen's Compensation for accident or injury to any workman:* The Company shall not be liable for damages or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall have to pay all claims, demands, preceding costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance policy covering provisions for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.
- ix. *Facilities for other Contractors:* The Contractor shall afford all reasonable facilities for any other contractor employed by the company in execution on or near the site of any work not included in the contract.
- x. *Clearing site on completion:* On completion of the work the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary work of every kind and leave the whole of the site and work clean and in good and tidy condition to the satisfaction of the Engineer-in-Charge/Controlling Officer.

B.8. LABOUR LICENCE

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

B.9. 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-IV) after placement of order.

B.10. NIGHT AND HOLIDAY WORK

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

B.11. MATERIALS AND QUALITY OF MATERIALS, WORKMANSHIP

All materials including cement and steel, equipments, required for the job, are to be supplied by the contractor and approval should be taken from Supervising Officer / Engineer-in-charge regarding usage of material of any specific brand not mentioned in the schedule. The WBSEDCL will have right to test any material(s) at any moment, if found necessary. In that case the contractor will be liable to take appropriate actions, which include the cost of testing and other incidentals. Authenticated document for confirmation of quality of material, purchased by the contractor, shall have to be submitted on demand by the Supervising Officer / Engineer-in-charge. All the work shall be executed with the materials as specified and with best workmanship and in the best manner to the satisfaction of the Engineer-in-Charge / Controlling Officer.

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

B.12. DRAWINGS (As per requirement)

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

B.13. DEFECTIVE MATERIAL

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

B.14. MEASUREMENTS AND TERMS OF PAYMENT

- i. All items of work along with specification of materials and the mode of measurement in accordance with relevant P.W.D. schedule of rates, unless otherwise stated (applicable at site of work), carried out by the contractor shall be entered in the measurement book / log book etc. as prescribed by the company so that a complete record is obtained of all works performed under the contract and the value of the work carried out can be ascertained and determined there from. Mode of measurement shall be followed as describe in PWD Schedule of rates.
- ii. Measurement will be taken jointly by the supervisory officer or his authorized representative and by the contractor or his authorized representative. In this regard, the contractor shall arrange and provide all necessary facilities along with necessary manpower for measurement of work at his own

cost. Every measurement thus taken shall be signed and dated by both the parties. Generally, the metric system measurement shall be used exclusively in the contract.

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

B.15. CHANGE OF QUANTITY

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

B.16. VARIATION, OMISSION, ADDITION & ALTERATION

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

B.17. SUPPLEMENTARY WORKS

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

- i. When above clause shall not be applicable, the rates shall be taken from P.W.D.(W.B.) schedule of rates for building works effective from 01.11.2017 with all corrigenda and addenda issued up to 22.01.2020 or published up to the time of submission of bids plus / minus the contractual rate of quotation.
- ii. The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract.
- iii. In case of inapplicability of both the above mentioned clauses, the rates should be analyzed, to the mutual acceptance from present market rates of different elements involved in the item, against documentary evidence, with 5% overhead, contractor's profit as 10% and 1% cess towards BOCWWC Act,1996. In that case contractual rate of quotation will not be applicable.

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

B.18. COMPLETION OF CONTRACT

All works under the contract must be completed by period of completion mentioned in N.I.T. while portions of work as per programme settled in consultation with the Engineer-in-Charge / Controlling Officer or his authorized representative shall be completed by the date stipulated in the programme. It 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 Engineer-in-Charge / Controlling Officer subject to the payment of liquidated damages, the company shall have the right, without prejudice to any other clauses, to terminate the contract forthwith and to take possession of balance work / materials and have the same allotted to any other agency and the contractor shall be liable to compensate the loss that may be occasioned to the Company on that account. Any letter in writing by The Engineer-in-Charge / Controlling Officer shall be treated as conclusive on behalf of the Company.

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

B.19. TERMS OF PAYMENT

Progressive R/A bills against the prayer of the contractor, for an amount of minimum 20% of the ordered value or as deemed justified by the Engineer-in-Charge / Controlling Officer shall be released against certification by the Supervising Officer after deducting the amount already paid or other amounts as may be deductible. Usually, the bills will be released within 30(thirty) days of its submission if all formalities as per terms of the contract is maintained, but time required for release of bills totally depends upon the availability fund; so, it can vary. The final bill shall be released on completion of the work in all respect and fulfillment of all contractual obligations by the contractor.

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

The *Manager (F&A)*, Hooghly Region, WBSEDCL will be the Paying Officer of the work.

B.20. EXTENSION OF TIME

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

B.21. LIQUIDATED DAMAGE

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

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

An extension of time without imposition of liquidated damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted by the contractor who has to establish that the extension of time required by him was not due to his fault. All the facts will be thoroughly examined by Engineer-in-Charge/ Controlling Officer and corresponding delay analysis will be done, based on that decision regarding the imposition/exemption of L.D. will be taken by the competent authorities of WBSEDCL.

B.22. DEDUCTION OF TAXES AND CESS

The contractor is required to follow the Building and other Construction Worker's welfare Act, 1996. Registration of his establishment under section - 7 of the Building and other Construction Worker's (Regulation and condition of service) Act, 1996 is to be made after the contract is awarded. 1% cess towards BOCWWC Act, 1996, will be deducted from its total amount of each bill. For these deductions certificate will be issued as per rules.

If it is obligatory under the provision of Income tax Act 1961 to deduct tax at source then the same will be deducted from the bills as applicable. TDS under GST to be deducted as per laws. Same has been already discussed in A.2.13.

B.23. DEDUCTIONS OF PROVIDENT FUND AND REMITTANCE THEREOF IN RESPECT OF CONTRACT LABOURERS

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

B.24. FORCE MAJEURE

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

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

B.25. 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.

B.26. ENGINEER'S DECISION

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

B.27. 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.

Also, 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.

B.28. SECURITY RULES

The bidder shall also provide necessary fencing and lights to protect the public from accident. Fire extinguishers shall be kept by the bidder at the site of works where there is risk of fire hazard. Adequate washing facilities shall be provided near the place of work.

When the work is done near any place where there is risk of drowning, all necessary equipments shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of work. These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot.

The persons responsible for compliance of code shall be named by the bidder. To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement made by the bidder shall be open to inspection by the employer and WBSEDCL. Notwithstanding the above clauses there is nothing in those to exempt the bidder from the operations of any other Act or Rule in force in the Republic of India.

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

B.28.1 Reporting of Accident

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

i. Serious Injuries

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

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

ii. Fatal Accident

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

B.28.2 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.

B.29. IDLE LABOR/ MACHINERY:

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

B.30. 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.

B.31. COMPANY'S RIGHT TO TERMINATED CONTRACT

The following circumstances may lead to termination of the contract,

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

B.32. RISK PURCHASE

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

B.33. HOLIDAY LISTING

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

B.34. CONTROLLING OFFICER

The *Regional Manager, Hooghly Region*, WBSEDCL shall be the *Controlling Officer*. The Controlling Officer at his discretion may nominate his representative for proper execution of the job.

B.35. ADDITIONAL DIRECTIVES

- i. For timely completion of the work the contractor must have to deploy all necessary equipment, tools & tackles and machineries adequate shuttering to execute the work at a time to perform all works simultaneously as per requirement of WBSEDCL.
- ii. The entire work shall be inspected by WBSEDCL representative from time to time at site as necessary. The Contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of the site, WBSEDCL shall have the right to reject any work not conforming to the specification without being liable for any explanation or compensation. The authorized representative of WBSEDCL shall have the free access to the work site, contractor site office and store.
- iii. During the execution of the work, if any, problem arises which is not covered by the specifications, the contractor shall seek necessary clarification and instruction from WBSEDCL. Such instruction shall be binding on the contractor and shall be observed in full.
- iv. The Contractor shall make his own arrangement for the labour, construction equipment, tools and tackles and construction materials, construction water, office/labor accommodation, water supply, sanitation.
- v. Electricity for construction purpose, if supplied by WBSEDCL, the charge shall be borne by the Contractor at the rate specified by WBSEDCL. The Contractor cannot claim any compensation for

any failure in such supply caused due to any reason whatsoever in case of non-availability of electricity for construction purpose from WBSEDCL. The Contractor has to arrange the same at his own cost.

- vi. The Contractor shall strictly follow the construction safety rules, regulations and instructions issued from time to time. In absence of any particular reference the Contractor shall refer to the Indian Standard and also the State Government rules and regulations.
- vii. The contractor shall take all precautions during execution, especially while excavating underground works, such as cables, pipelines, drains etc. and provide all possible precautions to these works and in case they are damaged, rebuild / divert them at his own cost.
- viii. All guarantees and test certificates obtained by the contractor during the execution of the work shall be transferred to the WBSEDCL before issue of the final payment.
- ix. The Contractor shall provide all necessary storage at the site in specified areas for all materials such as timber, cement, lime and such other materials which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open in such manner that all such material shall be duly protected from damage by weather or any other cause. All such stores shall be cleared after completion of work and the entire site shall be clean and free from debris. All material shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.
- x. All works are to be carried out with due regard to the convenience of the occupants of the premises or road users and with close coordination with other Contractors who may be working on that area. All arrangements / program of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accident to the occupants, users & workers. The Contractor must see that all damages to any property, which in the opinion of the Controlling Officer are due to the work of Contractor, are promptly rectified as per direction and to his satisfaction. The construction of work must be done in such a way as not to dislocate or disturb any sewerage system and existing other structures.
- xi. It must be clearly understood that WBSEDCL is indemnified by the Contractor against payment of any compensation or award on account of any accident, injuries, and damages and if any such payment have to be made by WBSEDCL under order of appropriate authorities, the same shall be recovered from the Contractor.
- xii. Any services if affected by the work must be restored by the Contractor on emergency basis at his own cost.
- xiii. After completion of work, the finishes shall be of high quality and approved standard.
- xiv. No omission or ambiguities in the drawing or in the specifications will relieve the contractor from responsibility for material or completeness of the work.
- xv. All drawings supplied with the bid documents are tentative / for guidance only.

ANNEXURE – I

LETTER OF BID

Letter Head of The Bidder - (As enrolled online on e-Tendering portal of NIC)

To,
The Tender Committee

Sub: Letter of Bid for the work

.....
.....

Ref: 1. NIT No. : Dated
2. Tender Id No. :

Dear Sir,

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

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 N.I.T. document unconditionally.

Signature of the Tenderer

Dated _____

Details of the bidder:

Bidders Name & Address: _____

Bid Proposal Reference: _____

Person to be contacted: _____

Designation: _____

Telephone No.: _____

Fax: _____

ANNEXURE - II

LETTER OF UNDERTAKING

(To be submitted by the bidder along with his bid for genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

To,

_____,
_____,

Dear Sir,

I, _____, partner/accredited representative of M/s. _____, solemnly declare that:

- i. I / We* have read and examined the following Bidding Documents i.e. N.I.T, Section A & Section B relating to

_____ (full scope of work).
- ii. We are submitting Tender for the Work _____ against Tender Notice No. _____, Dated. _____
- iii. None of the Partners of our firm is relative of employee of _____ (Name of the Company)
- iv. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
- v. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
- vi. I / We* have neither abandoned any work nor any of our contract have been rescinded during the last 3(three) years. Also, we do not have any pending litigation with WBSEDCL or any other government/semi-government organization in last 3 years. We are aware that any false statement regarding the mentioned facts may lead to disqualification towards eligibility.
- vii. I / We* do not have any kind of adverse records during the last 3(three) years prior to the date of this NIT, against us from WBSEDCL or any other government/semi-government organization related to termination of contract, adoption of fraudulent practices while bidding procedures etc.
- viii. 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 Earnest Money and banning/delisting of our firm and all partners of the firm etc.
- ix. 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 A: Instruction to Bidders" 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)

**Strike out whichever is not applicablez*

ANNEXURE – III

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. which is submitting the application for enlistment nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing Partner have been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/state power utility services, except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state “NIL”)

In the case of a Partnership Firm:

We hereby declare that neither we, M/s. submitting the application for enlistment nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/state power utility services except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state “NIL”)

In the case of a Company:

We hereby declare that we have not been placed on any holiday list or black list declared by WBSEDCL, WBSETCL or any central/state power utility services, except as indicated below:

(Here give particulars of blacklisting or holiday listing, and in absence thereof state “NIL”)

It is understood that if this declaration is found to be false in any particular WBSEDCL, WBSETCL or is Administrative Ministry, shall have the right to reject my/our enlistment/bid and if the bid has resulted in a contract, the contract is liable to be terminated.

Signature with date & seal of the Bidder

ANNEXURE – IV

SPECIMEN COPY OF INDEMNITY BOND

(TO BE EXECUTED ON Rs. 100/- Non judicial Stamp Paper)

BY THE PRESENT INDEMNITY BOND EXECUTED by me/us onDay of....., . 20....., I/We having Registered Office/residing at..... (hereinafter 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 Indian Company's act having registered office at Bidyut Bhavan, block-DJ, Sector-II, Salt Lake City, Kolkata-700091 (herein after 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 here under as per letter mentioned herein above and whereas the said job/works will be/likely to be done in places covered under Employees' State Insurance Act (ESI) and/or the Workmen Compensation Act (W.C. Act) and/or other laws relating to the Labour Management and Welfare.

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

Now this indenture witnesses that I/We, the OBLIGOR/OBLIGORS do hereby undertake,

- i. 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.
- ii. THAT the OBLIGOR/OBLIGORS will take adopt all safety norms in respect of each and every workman, labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
- iii. THAT the OBLIGOR/OBLIGORS undertakes to engage only those labour workers or any other personnel whether skilled or unskilled or any other person whether in technical, managerial or non-managerial or any other capacity in the area covered under the Employees State Insurance Act, 1948 who have/has insurance coverage within the meaning of Employees State Insurance Act and further undertakes NOT to engage any person in the area covered under the Employees State Insurance Act, who does/do NOT have insurance coverage within the meaning of Employees State Insurance Act.
- iv. THAT the OBLIGOR/OBLIGORS further undertakes to engage only those labour worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees' Compensation Act in case of accidental death or injury and such insurance has been effected by the OBLIGOR/OBLIGORS.
- v. 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.
- vi. THAT the OBLIGOR/OBLIGORS shall keep harmless the OBLIGEE from all claims compensation damages, any proceedings in respect of any of its employee/workmen under the Workmen Compensation Act. or any other laws for the time being in force.

- vii. 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 Workmen Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the Labour Welfare Legislation are observed and such 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.
- viii. 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 will 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.
- ix. THAT the OBLIGOR/OBLIGORS 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 the OBLIGOR/OBLIGORS.

Signed and delivered by
Obligor (s)

.....
.....

Witness:

1. Name & designation:

Signature:

2. Name & designation:

Signature:

ANNEXURE – V

PROFORMA OF AGREEMENT

(TO BE EXECUTED ON Rs. 100/- Non judicial Stamp Paper)

ARTICLES OF AGREEMENT made thisDate ofin the year..... between West Bengal State Electricity Distribution Company Limited (WBSEDCL), a statutory body constituted by Govt. of West Bengal having its Head Office at Vidyut Bhavan, Block DJ, Sector II, 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 ‘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.

WHEREAS the Company invited tenders vide Tender Notice No Dated.....(annexed hereto) for (Name of the work).....AND in pursuance of such invitation for tenders the contractor submitted a tender vide no. Dated, the Techno-commercial part of which was opened on..... and price bid was opened on (the tender offer shall be in the custody of the Company at present)

WHEREAS after consideration of the tender submitted by the Contractor with clarification(s), if any, the Company accepted the said tender submitted by the Contractor and placed Order No..... Dated..... (annexed hereto).

NOW THEREFORE, the WBSEDCL and the Contractor agree as follows:

- i. The Contractor agrees to undertake the work of as per Order No Dated referred to above.
- ii. The Company agrees to pay the Contractor as per the Order No..... Dated referred to above.
- iii. 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.

.....
Contractor

.....
Witness

.....
Witness

.....
Company

.....
Witness

.....
Witness

ANNEXURE – VI

PROFORMA FOR BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To,

..... (Designation of Engineer-in-charge)

..... (Office address of Engineer-in-charge)

WHEREAS (Name and address of the contractor) has undertaken, in pursuance of contract no.Dated.....to execute(Brief description of contract).AND WHEREAS it has been stipulated by the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled Commercial Bank for the sum specified therein for “ADDITIONAL PERFORMANCE SECURITY DEPOSIT” for compliance with his obligation in accordance with the Contract.

NOW WHEREAS we (Indicate the name of the bank and branch) have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we (Indicate the name of the bank and branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total Rs.(Rupees in words).We undertake to pay you, upon your first written demand and without cavil of argument a sum within the limits of(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We..... (Indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We..... (Indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal.....the present absolute and unequivocal.

We..... (Indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the Contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and hereby, we waive notice of any such change, addition or modification.

We..... (Indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with your consent in writing.

The Guarantee shall be valid up to It comes into the force with immediate effect shall remain in force and valid for a period up to the time of completion of the work under the stated contract plus claim period of six months of the Bank Guarantee. Notwithstanding

anything mentioned above our liability against this guarantee is restricted to Rs.....
(Rupeesin words) and unless a claim in writing is logged with us within the
validity period i.e. up to of this guarantee all our liabilities under
this guarantee shall cease to exist.

Signed and sealed this on day of, 20 At.....
.....

By:

Signed, Sealed and Delivered
For and on behalf of bank

.....
(Name)

.....
(Designation)

.....
(Code Number)

.....
(Address)

Notes:

- i. This Bank Guarantee should contain the name, designation and code number of the officer (s) signing the guarantee.
- ii. The address, telephone number and other details of the Head Office of the Bank as well as the issuing branch should be mentioned in the cover letter of the issuing branch.