

WEST BENGAL STATE ELECTRICITY DISTRIBUTION CO. LTD.

(A Government of West Bengal Enterprise)

STANDARD BIDDING DOCUMENT**INVITATION OF e-TENDER FOR THE WORK OF**

Installation & Commissioning of new 33 KV Lines and Feeder Bays for LILO arrangement with associated electrical and civil works at Regent Garment 33/11 KV Substation under Barasat Division.

N.I.T. NO.: RM/24PNRO/Tender/2025-26/14

(Two Cover Bidding Process with e-Procurement)

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

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

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SECTION- I

NOTICE INVITING e-TENDER

**WBSEDCL**

West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

Regional Office: North 24 Parganas

Administrative Building, Vivek Nagar, B.T. Road, P.S. Khardah,

District: North 24 Parganas, Pin 700119

e-mail: rm.north24pgs@wbsedcl.in

Registered Office: Vidyut Bhavan, Block DJ, Sector II, Bidhannagar, Kolkata - 700091

CIN: U40109WB2007SGC113473 * Website: www.wbsedcl.in

NOTICE INVITING e-TENDER

Tender Notice No. RM/24PNRO/Tender/2025-26/14**Date: 08.01.2026**

e-Tender in two parts is invited from bonafide, experienced & resourceful contractors for the following works:

Name of the work: Installation & Commissioning of new 33 KV Lines and Feeder Bays for LILO arrangement with associated electrical and civil works at Regent Garment 33/11 KV Substation under Barasat Division.

Estimated Cost : ₹ 98,71,970.00

Earnest Money (EMD) : ₹ 1,97,439.00 (2% of Estimated Cost)

Completion Time : 120 days

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

KEY DATES

Sl. No.	Particulars	Date & Time
01.	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	08.01.2026 at 10:00 a.m.
02.	Documents Download Start date (online).	08.01.2026 at 10:00 a.m.
03.	Bid Submission Start date (online)	08.01.2026 at 10:00 a.m.
04.	Bid Submission End date (online)	21.01.2026 at 03:00 p.m.
05.	Last date of Online deposition of EMD	21.01.2026 at 03:00 p.m.
06.	Technical bid opening date (online)	23.01.2026 at 03:00 p.m.
07.	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	To be intimated later
08.	Financial Bid opening date (online).	To be intimated later

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

Sd/-

Regional Manager

North 24 Parganas Region

WBSEDCL

SECTION – II

INVITATION OF BID

1. SCOPE OF WORK:

The scope of works includes **installation & commissioning of (i) 02 numbers new 33 KV feeder bay and other allied works at Regent Garment Park 33/11 KV Substation, (ii) Civil works for new 33 KV feeder bay, (iii) Drawal of 33 KV LILO of Barasat – Anantapur 33 KV circuit at Regent Garment Park 33/11 KV Substation in lieu of tapping arrangement and (iv) Drawal of 33 KV LILO of Barasat – Anantapur 33 KV circuit at Regent Garment Park 33/11 KV Substation with UG Cable both side of road under Barasat Division as per drawing of WBSEDCL, maintaining relevant standards & specifications and as per instruction of site engineer or any competent authority of WBSEDCL as follows:**

Civil

- (a) Construction of various civil structures including plinth, foundation, cable trench, gravel filling etc. within switchyard and related works.
- (b) Construction and/or foundation or fixing works of equipment inside Control Room Building.
- (c) Construction of pathways and related works inside substation.
- (d) Works for dismantling of existing plinths, foundations, structures or any other civil structures and electrical equipment and hauling or carrying to any suitable location and related works.

Electrical

- (a) Installation of various structures, poles, electrical equipment, transformers, bus arrangement, cables, switchgear and control & relay panels, metering, earth mat, fixtures and other allied works including supply of accessories and fittings in the switchyard and control room building of 33/11 KV substation and related works.
- (b) Supply and installation of various electrical equipment, apparatus, fixtures, switches, boards etc. with electrical wiring inside control room building of substation and related works.
- (c) Erection of poles (Single Pole / Double Pole / Four Pole structures), stringing & sagging of conductors, fixing of pole brackets and fittings, insulators and allied equipments and related works.
- (d) Laying of underground cable by micro-tunneling or open-cut method in excavated cable trenches, jointing and end termination of cables (with supply of jointing kits as per specification of WBSEDCL, if included in SOW), supply & fixing of various electrical connectors and accessories at 33 KV voltage level and related works.
- (e) Loading, unloading and transportation of construction materials, poles, fabricated structures, electrical equipment, transformer, cable drums etc. from any store of WBSEDCL or premises of manufacturer / supplier to the site of works as per instruction of site engineer or any competent authority of WBSEDCL.

Generally the works should conform to WBSEDCL's general conditions of contract, standard specifications and approved drawings of WBSEDCL satisfying relevant provisions of IS and Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023, as amended and any other applicable rules, regulations, standards, specifications, notifications etc.

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

For detailed scope of works refer to Section VII - Schedule of Works / B.O.Q. and Section VIII – Tender Drawings of this tender.

2. ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER:

2.1. Technical Eligibility Criteria

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

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

- Electrical Transmission sector
- Sub-Transmission sector
- Electrical Distribution sector

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

- 33 KV or higher voltage class with underground cables
- and
- Construction of 33/11 KV Substation including civil works

2.2. Financial Eligibility Criteria

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

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

or

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

or

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

2.3. Commercial Eligibility Criteria

- a) Annual Audited Financial Report for last 3 (three) years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whom Audit of Accounts is not mandatory, they shall submit copy of Income Tax Returns along with related enclosures (Form 3CA and Form 3CB) for last 3 years.
- b) Average annual turnover during last 3 years shall not be less than 30% of the estimated cost.
- c) Working capital in the year preceding the year of bid submission shall not be less than 30% of the estimated cost for estimated value above Rs. 1 Crore.
- d) In case documents certifying credit facility from a scheduled bank is submitted, the requirement given in clause (c) above shall be judged by adding available credit facility and working capital taken together.

3. OTHER STATUTORY REQUIREMENTS

The bidder shall furnish the following documents:

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

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

9. WBSEDCL is not bound to accept the lowest bid and reserves the right to cancel any or all the bids unilaterally.
10. Any bidder against whom FIR / Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.
11. Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders, General Conditions of Contract of this tender along with the Revised Purchase Policy and Civil Works Policy of WBSEDCL.
12. Price Bid of a bidder will be considered only if his Techno-Commercial Bid is found acceptable by WBSEDCL. Decision of WBSEDCL will be final, absolute and binding in this respect. The list of techno-commercially qualified bidders will be displayed online in due course.
13. Conditional / Incomplete tender will not be accepted under any circumstances.
14. The bidder is expected to examine carefully all instruction, conditions, forms, schedules, terms, annexure, technical specifications and drawings of the bidding document. Bids determined to be not substantially responsive to the requirement of the bidding document may lead to rejection.
15. The Bidder at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender. The costs of visiting the site shall be at the Bidder's own expense.
16. WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretation or deductions the bidder may derive from the data furnished by WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.
17. Exemption from deposition of Earnest Money Deposit (EMD) shall not be allowed under any circumstances. No interest shall be payable for Earnest Money Deposit.
18. The eligibility of a Bidder will be ascertained on the basis of the documents submitted by a Bidder in support of eligibility criteria. If any document submitted by a Bidder is either Incorrect / manufactured / fabricated or false at any stage, his Tender will be rejected and legal action will be taken against him.
19. The participating bidders may please note that the successful bidder shall have to submit an Indemnity Bond and an Agreement in the prescribed format before commencement of the work.
20. WBSEDCL reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

21. The documents uploaded by the bidders shall be legible otherwise the bid will be rejected without any prejudice.
22. Bid evaluation will be conducted only on the basis of documents uploaded by the bidders within due date of bid submission. Under no circumstances the bidder will be given any further chance to upload any document (online) after opening of technical bid except by the decision of the tender committee.
23. Successful bidder(s) shall have to mandatorily create 'Vendor ID' through WBSEDCL Web Portal, if not created earlier.
24. A Bidder shall not have a conflict of interest. Any Bidders found to have a conflict of interest shall be disqualified. The bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:
 - (a) They have a controlling partner in common; or
 - (b) They receive or have received any direct or indirect subsidy from any of them; or
 - (c) They have the same legal representative for purpose of this bid; or
 - (d) They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) As agent /authorised representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification requirement for Bidders] or as partner in a joint venture, except for alternative offers permitted under Invitation to Bid. This results in disqualification of all such bids. However, this does not limit the participation of a Bidder as a sub-contractor in another Bid, or of a firm as a sub-contractor in more than one bid; or
 - (f) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the materials and services/works that are subject of the bid, or
 - (g) The Bidder, directly or indirectly shall not be a dependent agency of the Employer.
25. A pre-qualification process may be conducted prior to the bidding process or conducted during process of the bidding. This bidding is open only to pre-qualified Bidders.
26. The Bidder shall not anticipate change in the ownership during the proposed period of work (if such a change is anticipated, the scope and effect thereof shall be defined).
27. All plant and equipment to be supplied and installed and services carried out by the Bidder under the contract shall have their origin in India only.
28. Materials to be returned, as applicable, to the WBSEDCL's store in presence of the representative of WBSEDCL.
29. No bid shall be modified / withdrawn after the deadline of bid submission.

SECTION – III

INSTRUCTION TO BIDDERS

GENERAL GUIDELINES FOR e-TENDERING:

(a) Registration of Contractor:

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered in the Government e-Procurement System, through logging on to <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.

(b) Digital Signature Certificate (DSC):

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

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

(c) Submission of Tender:

Tender is to be submitted online through the website <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 BOQ in the designated Cells 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.

1. DOCUMENTS TO BE UPLOADED:

Technical proposal:

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

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

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

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

Table - I

Sl. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	<ul style="list-style-type: none"> (a) PAN Card. (b) Copy of Income Tax Return for last 3 (three) financial years. (c) GST Registration Certificate with latest return. (d) Professional Tax Clearance Certificate for the last month. (e) EPF Registration Certificate and Challan for last month. (f) E.S.I Registration Certificate and Challan for last month (if applicable). (g) Valid Electrical Contractor's License (h) Valid Supervisor's Certificate of Competency (i) WBSEDCL's Enlistment Certificate (j) Declaration in formats as annexed with NIT (k) Information regarding any past and current litigation with WBSEDCL / WBSETCL /Govt. / PSU in which the bidder is involved the party's concerned and disputed amount. (l) Any other document(s) as mentioned in tender
02.	Company Detail(s)	Company Detail	<ul style="list-style-type: none"> (a) Trade License No. with validity - for Proprietorship Firm, Partnership Deed, Trade License -for Partnership Firm, Incorporation certificate, Trade License - for Ltd. Company, Society Registration copy, Trade License- for Co-operative Society. (b) Detail communicational address along with contact number.
03.	Credentials	Credential	Documents of Credential in the form of successful work completion certificate / performance certificate containing the details of issuing authority, issue number & date, order number, actual date of completion and final executed value of work with other relevant information along with copy of Final Order and/or Payment Certificate as mentioned in 'Invitation of Bids' section of this Tender Document.
04.	Financial Information	Financial Information	<ul style="list-style-type: none"> e) Annual Audited Financial Report for last 3 (three) years to be submitted for verification in respect of bidders for whom Audit of Accounts is mandatory. For whom Audit of Accounts is not mandatory, they shall submit copy of Income Tax Returns along with related enclosures (Form 3CA and Form 3CB) for last 3 years.

		<p>f) Average annual turnover during last 3 years shall not be less than 30% of the estimated cost.</p> <p>g) Working capital in the year preceding the year of bid submission shall not be less than 30% of the estimated cost for estimated value above Rs. 1 Crore.</p> <p>h) In case documents certifying credit facility from a scheduled bank is submitted, the requirement given in clause (c) above shall be judged by adding available credit facility and working capital taken together.</p>
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Click the check boxes beside the necessary documents in the My Document list and then click the tab “**Submit Non-Statutory Documents**” to send the selected documents to Non-Statutory folder. Next Click the tab “**Click to Encrypt and upload**” and then click the “**Technical**” Folder to upload the Techno - Commercial Documents.

Financial proposal:

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

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

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

Note:

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

2. QUOTING OF RATES:

- (a) Price bid should contain Bill of Quantities (BOQ).
- (b) The quoted rates should be firm. There will be no variation of rates during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of rates against this contract.
- (c) Rates indicated in the schedule of works deemed to include all the levies / duties / taxes / cess & all other incidentals payable as per statute excluding GST. Relevant GST rule is applicable for the works and shall be paid extra.
- (d) In case of tenders if the rate is not quoted against any particular item of work, it will be construed that the item would be executed free of cost and the rates for other items of work are deemed to include its cost. Further if any error is found in multiplication of quoted unit

rate with respective quantities and/or to derive any rate component and/or in summation to arrive at the total quoted price, the same shall be re-calculated to arrive at the evaluated price by considering the quoted unit rate as firm. Bidders are in no way allowed to get any escalation of price against this contract.

3. VALIDITY OF BIDS:

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

4. Earnest Money Deposit (EMD):

The amount of Earnest Money Deposit (EMD) shall be deposited **through Online** as prescribed in the NIT. The bidder shall select the tender to bid and initiate payment of EMD. **The qualification in Technical bid will be subject to the receipt and acceptance of EMD within schedule date and time as mentioned in NIT. WBSEDCL shall not be responsible for any delay in receipt of EMD. In case the EMD is not received within aforesaid period, the bid will be out rightly rejected.**

(a) Following payment options are available for paying EMD amount through online mode:

- **Net-banking through payment Gateway.**
- **RTGS / NEFT Payment:** On selection of RTGS/NEFT as the payment mode, the e-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 pre-filled 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.

(b) General Instruction for Online Payment:

- The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
- 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 24 Hrs. to avoid any complicity.
- 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).
- 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.

(c) Refund /Settlement of EMD Amount:

- 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.
- For any queries related to payment and refunds, bidders will have to communicate with ICICI Customer Support, viz. 033 4026 7512 / 13 since payment gateway facility used by E-tender portal is maintained by ICICI.

(d) **Forfeiture of Earnest Money Deposit (EMD):**

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

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

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

6. **BID SUBMISSION:**

Bids shall be submitted online within the stipulated deadline. WBSEDCL may at its discretion, extend the deadline of bid submission by issuing an amendment. In that case all rights and obligations of WBSEDCL and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended. The Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system. Detailed guidelines for viewing bids and submission of online bids are given on the website. The completed bid comprising of documents should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security. After electronic online bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission. Physical, E-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.

7. **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.

8. **BID OPENING:**

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

- (b) 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.
- (c) WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.
- (d) WBSEDCL reserves to instruct the bidders to submit soft copy/hard copy of any relevant document (and to produce the original documents for verification) during scrutiny & evaluation of bids. Bidders' failure to comply to such instruction may lead to rejection of bid.

9. PROCESS TO BE CONFIDENTIAL:

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

10. RIGHT TO REJECT BIDS:

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

11. BIDDER'S SITE VISIT:

Before submitting the bid, the bidder is encouraged to visit and examine the site and its surroundings and obtain all information that may be necessary for preparing the bid and

entering into a contract for the work. Such site visit shall be at the bidder's own expense, risk and responsibility.

12. 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.

13. DETERMINATION OF RESPONSIVENESS:

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

14. CORRECTION OF ERRORS:

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

15. 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.

16. PROCEDURE OF EVALUATION:

Evaluation of tenders will be done in the following steps:

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

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

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

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

17. AWARD OF CONTRACT

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

18. PLACEMENT OF LETTER OF AWARD / ORDER:

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

19. TAXES, DUTIES AND OTHER LEVIES:

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

20. LAWS GOVERNING CONTRACT:

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

21. 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.

22. CORRESPONDENCE:

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

23. CORRUPT OR FRAUDULENT PRACTICE:

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

- (a) "Corrupt Practice" means the offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and "Fraudulent Practice" means misrepresentation of facts in order to influence the procurement process of the execution of a contract to the detriment of WBSEDCL and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive WBSEDCL of the benefits of free and open competition.
- (b) WBSEDCL will reject a proposal for award if it is found that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
- (c) WBSEDCL will declare a Firm ineligible either indefinitely or for a stated period of time if it is found at any time that the firm has engaged in corrupt or fraudulent practices in competition for, or in executing the contract.

24. 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.

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

1. DEFINITION OF TERMS:

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

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

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

2. SUBMISSION DATE OF TENDER

- (a) Before the deadline for submission of tenders, WBSEDCL may modify the bidding documents by issuing addendum. Any addendum thus issued shall be part of the bidding documents and shall be communicated through online in respective website.
- (b) The owner may extend the deadline for submission of tender by issuing an amendment, 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. SCOPE OF FACILITIES

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

- (a) Construction Regulation – Central Electricity Authority (Technical Standards for construction of electrical plants and electric lines) Regulation, 2010 (as amended time to time).
- (b) Safety Regulation for construction and O&M - Central Electricity Authority (Safety requirements for construction, Operation and Maintenance of electrical plants and electric lines) Regulation, 2011 (as amended time to time).
- (c) Connectivity Regulation – Technical Standard for connectivity to the grid (Amendment) Regulation 2013; Technical Standards for connectivity of the Distributed Generation

resources, 2013; Central Electricity Authority (Grid Standard) Regulation, 2010 (as amended time to time).

(d) Central Electricity Authority (Measures relating to safety and Electric supply regulations), 2010 and amendment regulation 2015 (as amended time to time)

3.2 Unless otherwise expressly limited in the Technical Specifications, the Contractor's obligation shall include the provision of all Plant and Equipment and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Pre-commissioning and delivery) of the Plant and Equipment and the installation, completion, commissioning and performance testing of the facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Technical specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts (as specified in GCC and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including without limitation, custom clearance, port handling, unloading and hauling to, from and at the Site); storage and training except for those supplies, works and services that will be provided or performed by the Employer.

3.3 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.

3.4 The Contractor shall ensure the availability of spare parts required for the operation and maintenance of the Facilities to the Employer for a minimum period of 5 years from Completion of the Facilities. The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the plant and equipment. If so desired by the Employer, the Contractor shall submit the specifications, price and the terms and conditions relating to the supply thereof for such spares identified by the Employer with validity period of 6 months within 30 days of receipt of request from Employer for its consideration and placement of order.

3.5 The Contractor shall guarantee that in the event of termination of production of spare parts by the Contractor or his Sub-Contractor: (i) The Contractor shall send advance notification to the Employer of the pending termination, with 2 (two) years' time to permit the Employer to procure needed requirements, and (ii) Following such termination, the Contractor shall furnish at no cost to the Employer the blueprints, drawings and specification of the spare parts, if requested.

3.6 In case the Contractor fails to supply the spares parts in accordance with the terms stipulated above, the Employer shall sanction the Contractor declaring them ineligible for a stated period of time for future projects.

4. CONTRACTOR'S RESPONSIBILITIES

5.1. The Contractor shall design, manufacture (including associated purchases and/or subcontracting), install and complete the facilities with due care and diligence in accordance with the Contract.

5.2. The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the facilities provided by the Employer, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to

the facilities prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the facilities.

- 5.3. The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GCC Sub-Clause 6.3 hereof and that are necessary for the performance of the Contract.
- 5.4. The Contractor shall comply with all laws in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.
- 5.5. Any Plant, Material and Services that will be incorporated in or be required for the Facilities and other supplies shall have to specified their origin (Country of Origin).
- 5.6. The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor.
- 5.7. First-aid: The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personnel shall be trained in administering first-aid.
- 5.8. Cleanliness: The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed off in a place to be identified by the Project Manager. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.
- 5.9. Similarly the labour colony, the offices and the residential areas of the Contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the Project Manager. Proper sanitary arrangement shall be provided by the Contractor, in the work-areas, office and residential areas of the Contractor.
- 5.10. Fire Protection: The work procedures that are to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the Site,

the same shall be removed and replaced with acceptable materials before moving into the construction or storage area. Similarly, corrugated paper fabricated cartons etc. will not be permitted in the construction area either storage or for handling of materials. All such materials used shall be of waterproof and flame-resistant type. All other materials such as working drawings, plans etc., which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources. All the Contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the Site during the entire period of the Contract. The Contractor shall provide enough fire protection equipment of the types and numbers for the warehouses, office, temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times.

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

5. EMPLOYER'S RESPONSIBILITIES

- 5.1. The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all

other areas reasonably required for the proper execution of the Contract, including all requisite rights of way as specified to the Contract Agreement.

5.2. Facilities to be provided by the employer:

- (i) Space / Land for Contractor's Office, Store, Workshop etc. – The Project Manager shall at his discretion and for the duration of execution of the Contract make available at site, land for construction of Contractor's field office, workshop, stores, magazines for explosives in isolated locations, assembling yard, etc. required for execution of the Contract. Any construction of temporary roads, offices, workshop, etc. as per plan approved by the Project Manager shall be done by the Contractor at his cost.
- (ii) Electricity (Construction Power supply): Where power supply is available with the Employer for construction purpose the same will be provided at the job site at one point of the distribution system on chargeable basis for consumption in works. Electricity provided for construction site will be of 440 volts, 3 phase, 50 cycles and 230 volts, 1 phase, 50 cycles. Contractor shall provide and install all necessary switchgears, wiring fixtures, bulbs and other temporary equipment for further distribution and utilization of energy for power and lighting and shall remove the same on completion of the work. Should, however, electricity be used in the Contractor's labour/staff colony, the power so consumed shall be charged at the prevailing tariff rate of State as prevalent for that area at the time of its use; the supply may be withdrawn if the power is used for purposes other than for the work of the project.
- (iii) Water: Free supply of water will be made available for the construction purpose wherever water is available and the same shall be given at an agreed single point at the Site. Any further distribution will be the responsibility of the Contractor. Free drinking water, if available, will also be provided at one agreed point in the Site. Further distribution either to his labour colony or his work Site or to his office shall be the responsibility of the Contractor. If water source is not available with the employer at site for construction works, the contractor at his own cost shall arrange the water supply.

6. PERFORMANCE GUARANTEE

- (i) As a contract security, the contractor shall have to furnish Performance Guarantee in the form of Bank Guarantee amounting to **10% (ten percent)** of the contract price (or as may be mentioned in the LOI / Order) to guarantee the faithful performance and security of the contract in accordance with all the conditions and terms stipulated herein. Performance Bond will also have the guarantee for successful and satisfactory performance of the materials supplied / works done under the contract till the expiry of the guarantee period. The Performance guarantee is to be submitted to the Controlling Officer of the work immediately on receipt of the Order.
- (ii) If the successful bidder will not submit Bank Guarantee, A deduction of **10% (Ten percent)** of the contract price will be deducted from 1st R/A Bill.
- (iii) You shall confirm the form (Bank Guarantee / 10% Deduction in R/A bills) of Security Deposit in the same letter of acceptance of this order.
- (iv) In the event the bid is in the range of -20% to -80% of the estimated rate, then the bidder shall be liable to furnish an additional Performance Security which shall be equal to 10% of the tendered amount. The additional Performance Security if warranted shall be submitted in the form of Bank Guarantee from any scheduled bank before issuance of order as per **Annexure-XIV**.

7. SECURITY

The Contractor / Bidder shall provide the securities specified below in favour of the Employer at the time and in the amount and manner and form as specified below.

(i) **Advance Payment Security:**

- (a) The Contractor/Bidder shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to 110% of the advance payment calculated in accordance with the Appendix to the Contract Agreement titled Terms and Procedures of Payment, and in the same currency or currencies.
- (b) The security shall be in the form provided in the Bidding documents or in another form acceptable to the Employer. The amount of the security shall be reduced in proportion to the value of the Facilities executed by and paid to the Contractor/Bidder from time to time, and shall automatically become null and void when the full amount of the advance payment has been recovered by the Employer. The security shall be returned to the Contractor/Bidder immediately after its expiration.

(ii) **Performance Security :**

- (a) The Contractor/Bidder shall, within twenty-eight (28) days of the notification of contract award, provide a security for the due performance of the Contract in the amount specified in the Clause No 7, Sl. No. 1.1 of GCC.
- (b) The Performance Security shall be denominated in the currency or currencies of the Contract, and shall be in the form provided in **Annexure - II** corresponding to the type of bank guarantee stipulated by the Employer.
- (c) The Security shall be valid till 180 days beyond the Defect Liability Period specified in GCC 12 and shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate Time for Completion is provided, after successful completion of the Defect Liability Period of that part of the Facilities; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Clause 12 hereof, the Contractor/Bidder shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor/Bidder immediately after successful completion of the Defect Liability Period, provided, however, that if the Contractor/Bidder, pursuant to GCC Clause 12 is liable for an extended defect liability obligation, the Performance Security shall be extended for the period in accordance with the extension of Contract as admissible by the Employer in pursuant to GCC Clause 12 and up to the amount as admissible against the Revised Contract Value.

8. REFUND OF EARNEST MONEY:

For unsuccessful bidders, EMD amount submitted against the tender shall be refunded through an automated process, by NIC portal on receipt of updated status of any bid. Earnest money for the successful bidder shall be released after submission & acceptance thereof of **performance bond** if any otherwise it will be converted to **security deposit**.

9. REFUND OF SECURITY DEPOSIT:

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

10. FORFEITURE OF EARNEST MONEY / BID GUARANTEE:

Earnest money / bid guarantee 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) In the case of successful bidder, if the bidder fails to accept LOI/Order unconditionally and sign contract.

11. CONFIDENTIAL INFORMATION

The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this GCC Clause 11.

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

The obligation of a party under GCC Sub-Clauses 11.1 and 11.2 above, however, shall not apply that information which now or hereafter enters the public domain through no fault of that party can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

The above provisions of this GCC Clause 11 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

The provisions of this GCC Clause 11 shall survive termination, for whatever reason, of the Contract.

12. DEFECT LIABILITY:

- 12.1. The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.
- 12.2. Volume of concreting: If it was observed by employer, that volume and quality of concreting used in foundation of support, equipment foundation, stay set etc. are not as per requirement specified in the scope of work/technical specifications, the contractor

has to dismantle the supports, foundation and redo the concreting of all the supports in that particular section of line/redo all the foundations in that particular substation at his own cost. To ensure this, the employer reserves the right to withhold the payment of contractor for such defective works till such time the contractor conforms to scope of works, technical specification and tender drawings.

- 12.3. Galvanization of metallic structure: : All Metallic structures& fabricated items excluding metallic supports (Steel tubular poles/H-Beam) must be galvanized. In case any metallic item found rusted during execution of works, the contractor has to replace the item used at all places. To ensure this, the employer reserves the right to withhold the payment of contractor for such works till such time the contractor conforms to scope of works, technical specification and tender drawings.
- 12.4. Painting of metallic supports (Steel tubular poles/H-Beam): Painting of metallic supports in overhead lines, distribution transformer substation and Power substation shall be ensured as per specifications. In case metallic supports found rusted during execution of works, the contractor has to remove inferior painting, clean the surface and re-paint it as per given specifications. To ensure this, the employer reserves the right to withhold the payment of contractor for such works till such time the contractor conforms to scope of works, technical specification and tender drawings.
- 12.5. Warranty / Defect Liability Period shall be **Twelve (12) Months** from the date of Taking Over / Completion of Facilities (or any part thereof). If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or any damage to the Facilities arising out of or resulting from any of the following causes:
 - (a) improper operation or maintenance of the Facilities by the Employer
 - (b) operation of the Facilities outside specifications provided in the Contract
 - (c) normal wear and tear.
- 12.6. The Contractor's obligations under this GCC Clause 12 shall not apply to
 - a) any materials that are supplied by the Employer under GCC Sub-Clause 12.2, are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein.
 - b) any designs, specifications or other data designed, supplied or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed responsibility herein.
 - c) any other materials supplied or any other work executed by or on behalf of the Employer, except for the work executed by the Employer under GCC Sub-Clause 12.7.
- 12.7. The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.
- 12.8. The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations. The Contractor may, with the consent of the Employer, remove from the Site any Plant and Equipment or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

12.9. If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests. If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests.

12.10. If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor or claimed under the Performance Security.

12.11. If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/replacement, such repair/replacement shall have the Defect Liability Period extended by a period mentioned in GCC Sub-Clause 12.2 from the time of such replacement/repair of the facilities or any part thereof.

12.12. At the end of the Defect Liability Period, the Contractor's Liability ceases except for latent defects. The Contractor's liability for latent defects warranty shall be limited to period of ten (10) years from the end of Defect Liability Period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency, which do not manifest themselves during the Defect Liability Period defined in this GCC Clause 12, but later.

12.13. Except as provided in GCC Clauses 12, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant and Equipment, design or engineering or work executed that appear after Defect Liability Period except for the liability towards obligations that may survive in terms of the Contract after Defect Liability Period, except where such defects are the result of the gross negligence, fraud, criminal or wilful action of the Contractor.

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

13.1. The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers .

13.2. If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such

proceedings or claim. If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

13.3. Notwithstanding anything in this Contract to the contrary, it is agreed that neither the Contractor nor the Employer shall be liable to the other party for loss of production, loss of profit, loss of use or any other indirect or consequential damages.

14. MANNER OF EXECUTION OF CONTRACT AGREEMENT

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

14.2. 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.

14.3. 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.

15. GENERAL REQUIREMENT

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

(b) Correctness and sufficiency of rates quoted in the tender: The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the bidder under the contract and all materials etc. necessary for the proper completion and maintenance of the work. The quoted rates shall include, wherever applicable, cost of cement, sand, brick bats, brick ballast, all sort of M.S. items and G.I. nuts, bolts, studs & washers of approved brand and quality, socketing of cables, ferrule for control cable, eye bolts etc. Rates will also include fabrication cost of all M.S. sections which will be supplied by WBSEDCL for making clamps and other fittings except fabrication of V Bracket and Top Adopter. All M.S. items supplied from the Store of WBSEDCL will be fabricated by the contractor. After fabrication, the fabricated items are to be galvanized by the contractor (if scope is mentioned in BOQ). Necessary supervision & testing will be made by the Engineers of the WBSEDCL at the workshop of galvanizing plant as per IS 2633: 1986. In this case, Rate should be quoted considering Transportation of materials by Road & River Transport (as required).

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

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

and temporary work of every kind and leave the whole of the site and work clean and in a good and tidy condition to the satisfaction of the Engineer-in-Charge.

16. LABOUR LICENSE

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

17. 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-VI**) after placement of Letter of intent/order.

18. 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.

19. DEDUCTION OF PROVIDENT FUND AND REMITTANCE THEREOF IN RESPECT OF CONTRACT LABOURS

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

20. VARIATION, OMISSION, ADDITION & ALTERATION

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

21. CONTROLLING OFFICER

The **Divisional Manager, Barasat Division, WBSEDCL** shall be the Controlling Officer.

22. SUPERVISING OFFICER / SITE ENGINEER

The **Divisional Engineer (Technical) , Barasat Division, WBSEDCL** shall be the Supervising Officer / Site Engineer for Electrical Works.

The **Divisional Engineer (Civil), North 24 Parganas Region, WBSEDCL** shall be the Supervising Officer / Site Engineer for Civil Works.

23. PAYING OFFICER:

The **Manager (F&A), North 24 Parganas Region** shall be the paying authority.

24. MEASUREMENT AND PAYMENT CLAUSE

In accordance with the provisions of GCC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the Appendix regarding Price Schedules. Payments will be made in Indian Rupees. "Billable Items" are worked out and attached to Price Schedule. Items otherwise required for completion of work but not listed in the Price Schedule shall also be in the scope of the Contractor. The costs of such "Non - billable Items" are deemed to be included in the quoted price of "Billable Items" by the bidder in the Price Schedule. The payment shall be made on billable item wise basis only as indicated in Price Schedule.

Payment will be made after delivery, installation & commissioning of the works and handing over of the completed installations to WBSEDCL as per terms & conditions of the contract to be awarded after successful completion of the tender process. The contractor shall submit invoice in triplicate for releasing the payments. WBSEDCL shall arrange joint inspection and measurement of work for payments.

Minimum eligible bill amount will be 30% of the ordered value. However, eligibility of payment shall be linked with program of work given by the contractor and duly approved by WBSEDCL and subsequent progress of work. Not more than 3 (three) RA bills and the third RA bill being the final bill will be allowed normally. Taxes, duties & levies including Building and Other Construction Workers' Welfare Cess @1% and other statutory deductions will be made as applicable before payment of final / RA bill.

Work Order & Payment of work will depend on availability of fund. Intending bidders may consider these criteria while submitting tender and quoting their rate through online.

Security Deposit / Performance Guarantee amount @10% of awarded contract value has to be deposited after award of contract and acceptance of the same. The Earnest Money Deposit @2% deposited for bidding in this tender may be converted to Security Deposit. In that case Additional Security Deposit @8% to be deposited to make the total deposit at 10% of the contract value. All security money will be refunded after expiry of the maintenance period / guarantee period / defect liability period which will be normally 12 months from the date of handover of completed works or as may be specified in the contract.

Valid Contract Performance Security to be furnished by the Contractor as per the Contract and accepted by the Employer, shall be a condition precedent for release of the advance and progressive payment. Further, for release of any advance payment, requisite securities including Advance Payment Guarantee, as the case may be, to be furnished by the Contractor as specified in the Contract and accepted by the Employer, shall also be a condition precedent. In case, the duration of contract gets extended then the Contractor shall furnish the revised Performance Bank Guarantee equal to 10% of the contract value and valid till 30 days beyond the warranty period as per the new contract timelines. The revised Bank Guarantee shall be submitted by the Contractor within 28 days from the date of approval of time extension by the Employer.

The interest rate on advance payment, if applicable, shall be Marginal Cost of Funds Based Lending Rate (MCLR) for one year of the State Bank of India, prevailing on the date of advance payment to the Contractor. The interest accrued on interest bearing advance shall be adjusted first before releasing any payment. The interest rate shall be calculated on the daily progressive balances outstanding as on the date of recovery/adjustment i.e. on daily rate basis.

25. ADVANCE PAYMENT

Advance payment is subject to the discretion of the Controlling Officer or any other competent authority. Minimum eligible bill amount will be 30% of the ordered value. However, eligibility of payment shall be linked with program of work given by the contractor and duly approved by WBSEDCL and subsequent progress of work. Not more than 3 (three) RA bills and the third RA bill being the final bill will be allowed normally. Taxes, duties & levies including Building and Other Construction Workers' Welfare Cess @1% and other statutory deductions will be made as applicable before payment of final / RA bill.

Work Order & Payment of work will depend on availability of fund. Intending bidders may consider these criteria while submitting tender and quoting their rate through online.

26. PROGRESSIVE PAYMENTS (ERCTION)

First Installment (30%): Thirty percent (30%) payments against Erection contracts shall be paid on erection, testing and commissioning of works and on submission of relevant documents as RA Bills subject to not more than 3 (three) RA bills and the third RA bill being the final bill will be allowed normally. indicated herein under:

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

beyond actual commissioning & taking over.

(xi) For development of new lines/ poles, the Contractor should also submit an automated measurement report based on the GPS coordinates captured through the mobile application. The Project Manager shall within sixty-five (60) days after receipt of invoices enclosing requisite documents as per payment terms release the payment through electronic mode in designated bank account of the Contractor. In the event that the Contractor has duly followed the procedure enumerated above and the Employer fails to make any payment on its respective due date, the Employer shall pay to the Contractor interest on the amount of such delayed payment as from the end of the 60 days period on certified amount due but not paid at the end of such period. The applicable interest rate on the delayed amount will be equal to the marginal cost of funds-based lending rate (MCLR) for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the date of disbursement of the payment lies. In case the period of default lies in two or more financial years the interest amount shall be calculated separately for the periods falling in different years.

Final Installment:

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

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

27. COMPLETION OF CONTRACT

All works under the contract must be completed by period of **120 days** 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.

28. DRAWING

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

29. MATERIALS AND WORKMANSHIP

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

Sample Approval:

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

Defective Materials:

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

Tests and test Certificate:

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

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

30. SURPLUS MATERIALS

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

31. HANDING OVER OF ASSETS

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

32. CONTRACT CLOSING

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

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

33. 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.

34. LIQUIDATED DAMAGE

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

The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work. An extension of time without imposition of liquidated damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted by the contractor who has to establish that the extension of time required by him was not due to his fault.

35. DEFAULT RISK

In the event of the contractor's inability / non-response to accept and take up the work as per the order & contract agreement, the Owner reserves the right to terminate the contract with forfeiture of E.M.D. along with Contract Performance Guarantee and deploy any separate agency to complete residual portion of this contract. If the contract is terminated in the above manner, the Contractor shall have no claim for compensation against the Owner. the Owner shall have the right to engage any other Contractor to complete the work and any extra cost incurred by the Owner to the get the work completed in all respect will be realized from the pending bill(s) and/or E.M.D. and/or Retention Money and/or Security Deposit and/or any Bank Guarantee(s) of the original Contractor for this contract or any other contract under WBSEDCL.

36. TERMINATION OF CONTRACT

- (i) 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.
- (ii) 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.

37. INSURANCE

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

(i) Cargo Insurance During Transport

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

(ii) Installation All Risks Insurance

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

(iii) Third Party Liability Insurance

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

(iv) Automobile Liability Insurance

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

(v) Workers' Compensation

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

(vi) Employer's Liability

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

(vii) Other Insurances

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

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub Clause, except for the Third-Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause except for the Cargo Insurance During Transport, Workers' Compensation and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insured's for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Contractor shall, in accordance with the provisions of the Appendix to the Contract Agreement title Insurance Requirements, deliver to the Employer certificate(s) of insurance or copies of the insurance policies as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to the Employer by insurer prior to cancellation or material modification of a policy. The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor. The Employer shall at its expense take out and maintain in effect insurance during the performance of the Contract those insurance(s) specified in the Appendix to the Contract Agreement titled Insurance Requirements, in the sums and with the deductibles and

other conditions specified in the said Appendix. The Contractor and the Contractor's Subcontractors shall be named as co-insured's under all such policies. All insurers' rights of subrogation against such co-insured's for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Employer shall deliver to the Contractor satisfactory evidence that required insurances are in full force and effect. The policies shall provide that not less than twenty-one (21) days' notice shall be given to the Contractor by all insurers prior to any cancellation or material modification of the policies. If so requested by the Contractor, the Employer shall provide copies of the policies taken out by the Employer under this GCC Sub-Clause. If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC Sub-Clause, the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If the Employer fails to take out and/or maintain in effect the insurances referred to in GCC, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Employer under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Employer. If the Contractor fails to or is unable to take out and maintain in effect any such insurance, the Contractor shall nevertheless have no liability or responsibility towards the Employer, and the Contractor shall have full recourse against the Employer for any and all liabilities of the Employer here in. Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC, and all monies payable by any insurers shall be paid to the Contractor. The Employer shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Employer's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Contractor's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.

38. SAFE CUSTODY OF WBSEDCL MATERIALS AND EXECUTED WORKS

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

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

39. DEDUCTIONS OF TAXES AND CESS FOR BOCWWC ACT 1996

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

The Contractor is required to follow the Building and other Construction Worker's Welfare Act, 1996. Registration of his establishment under section-7 of the Building and other Construction Worker's (Regulation and condition of Service) Act, 1996 is to be made after the contract is awarded. 1% cess towards BOCWWC Act, 1996 will be deducted from its total amount of each bill.

40. 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.

41. 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 WBSEDCI of any of his liabilities and obligations under the contract.

42. 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.

43. 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.

44. 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.

45. SETTLEMENT OF DISPUTES

All disputes concerning question of act arising under the contract shall be decided by the owner/company on receipt of written appeal by the contractor. Any dispute or differences arising out of or in connection with this contract shall to the extent possible be settled amicably. However, the Kolkata High Court shall have exclusive jurisdiction in all matters arising under the Contract including settlement of disputes.

46. 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.

47. IDLE LABOUR / MACHINERY

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

48. SAFETY RULES

- (i) The bidder shall also provide necessary fencing and lights to protect the public from accident.
- (ii) Fire extinguishers shall be kept by the bidder at the site of works where there is risk of fire hazard. Adequate washing facilities shall be provided near the place of work.
- (iii) When the work is done near any place where there is risk of drowning, all necessary 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.
- (iv) These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot the persons responsible for compliance of code shall be named by the bidder.
- (v) To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement made by the bidder shall be open to inspection by the employer and WBSEDCL.
- (vi) Notwithstanding the above clauses there is nothing in those to exempt the bidder from the operations of any other Act or Rule in force in the Republic of India.
- (vii) All storage, handling & use of flammable liquids shall be under the supervision of qualified persons.

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

Reporting of Accident:

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

Serious Injuries:

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

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

Fatal Accident:

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

Penalty:

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

49. ADDITIONAL CONDITIONS OF CONTRACT

- (i) The work shall be inspected time to time by WBSEDCL representatives. The contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of the site, WBSEDCL shall have the right to reject any work not conforming to the specification without being liable for any explanation or compensation. The authorized representative of WBSEDCL shall have the free access to the work site, contractor site office and store.
- (ii) During the execution of work, if any, problem arises which is not covered by the specification, the 'Contractor' shall seek necessary clarification and instruction from WBSEDCL such Instruction shall be binding on the contractor and shall be observed in full.
- (iii) The contractor shall make his own arrangement for all labour, construction equipment, tools and tackles and construction materials, construction water, office/ labour accommodation, water supply, sanitation etc.
- (iv) Electricity for construction purpose, if supplied by WBSEDCL, the charge shall be borne by the contractor at the rate specified by the WBSEDCL. The contractor cannot claim any compensation for any failure in such supply caused due to any reason whatsoever in case of non-availability of electricity for construction purpose from WBSEDCL. The contractor will have to arrange the same at his own cost
- (v) The contractor shall strictly follow the construction safety rules, regulations and instructions issued from time to time. In absence of any particular reference the contractor shall refer to relevant Indian Standard and also the State Government rules and regulations.
- (vi) The contractor shall take all precautions during execution, especially while excavating underground works, such as cables, pipe lines, drains etc. and provide all possible

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

- (vii) All guarantees and test certificates obtained by the contractor during the execution of work shall be transferred to the WBSEDCL before issue of final payment.
- (viii) The contractor shall provide all necessary storage at the site in specified areas for all materials such as timber, cement, lime and such other materials which are likely to deteriorate by the action of sun, winds, rain or other natural cause due to exposure in the open in such manner that all such materials shall be duly protected from damage by weather or any other cause. All such stores shall be cleared after completion of the work and the entire site shall be clean and free from debris. All materials shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.
- (ix) The cost of testing of concrete and any other material shall be borne by the contractor.
- (x) All works are to be carried out with due regard to the convenience of the occupants of the premises or road users and with close co-ordination with other contractors who may be working in the area. All arrangements/ programs of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accident to the occupants, users & workers. The contractor must see that all damages to any property, which in the opinion of the Controlling Officer are due to the work of the contractor, are promptly rectified as per his direction and to his satisfaction. The construction of work must be done in such a way as not to dislocate or disturb any sewerage system and existing other structures.
- (xi) It must be clearly understood that WBSEDCL is indemnified by the contractor against payment of any compensation or award on account of any accident, injuries, and damages and if any such payment has to be made by WBSEDCL under order of appropriate authorities, the same shall be recovered from the contractor.
- (xii) Any services if affected by the work must be restored by the contractor on emergency basis at his own cost.
- (xiii) After completion of work, the finishes shall be of high quality and of approved standard.
- (xiv) No omission or ambiguities in the drawing or in the specifications will relieve the contractor from responsibility for material or completeness of the work.
- (xv) The contractor shall not off-load the Contract or part thereof to any subcontractor without obtaining written permission from the Controlling Officer of the work. In the event sub-letting of contract or any part thereof is permitted the fact that such permission has been accorded shall not establish any contractual relationship between the approved Sub- contractor and WBSEDCL of any of his liabilities and obligations under the contract.
- (xvi) A complete list of execution / deviation from the tenderer's scope of work shall be clearly indicated. Similarly, if any departure, commission of substitution from stipulated specifications is made, this fact should be clearly indicated in the offer with reasons. However, WBSEDCL shall have the absolute discretion to summarily reject such offers.
- (xvii) WBSEDCL's representative may during the progress of work, order for re-execution of part or whole of the work executed, found not in accordance with the approved drawings/ specifications/instructions. No extra claims shall be entertained for re-execution or altering or such work.
- (xviii) The contractor shall provide sufficient strong and stable staging as to ensure safety of the labourers and structures.
- (xix) The contractor shall dismantle and remove the staging and other temporary structures like stores, offices, labour camps etc. on completion of work/ clear and dean the site where such temporary facilities were built and restore the same to original condition.
- (xx) Materials brought to the site shall not be removed from the site without the written consent of the WBSEDCL. The contractor shall submit well in advance for approval of

samples, specimens as the WBSEDCL may demand from time to time. *Any material brought to the site and rejected by the WBSEDCL shall be removed by the contractor from the site of work immediately.*

- (xxi) All materials including reinforcing steel, cement for concrete work, sanitary, plumbing & carpentry fittings shall be procured after approval of brand and make by WBSEDCL.
- (xxii) All bricks have to be submerged in vats before put to use. Curing shall be done with proper care.
- (xxiii) The contractor has to make arrangement for temporary cover to enable civil construction works to continue if interrupted due to rains during monsoon.
- (xxiv) Bar chart showing all activities needs to be submitted before commencement of work.
- (xxv) Depth of the tube well, if any, shall be complied with Public Health Engineering Directorate recommendations.
- (xxvi) All drawings supplied with the bid documents are tentative / for guidance only.
- (xxvii) WBSEDCL shall not be liable under any circumstances for any accident / untoward incidents, if happened during execution of works.
- (xxviii) The contractor shall submit test certificate from the appropriate authority for potability of drinking water indicating presence of Arsenic & other chemicals, if any.
- (xxix) If specification of any items of work is not covered in the Bid Documents the same shall be guided from PWD Schedule of Rates.
- (xxx) All dismantled departmental materials shall have to be returned to stored/ disposed and stacked in a place (within 500 m lead) provided by the Purchaser without any extra cost to WBSEDCL.
- (xxxi) Mode of measurement shall be followed as described.
- (xxxii) The "Technical Specification" shall have to be complied with along with the PWDSOR and National Building Code as well as relevant Indian Standard Code of Practice.
- (xxxiii) All works will have to be done according to the drawings duly approved by Site Engineer before the work is taken up. Works shall have to be executed on the basis of the detailed drawings to be provided by WBSEDCL.
- (xxxiv) All works shall have to be carried out with due regard to the convenient to the surrounding establishments/occupants.
- (xxxv) Damages to any property during execution have to be rectified as directed by Site Engineer at the cost of the contractor and with the satisfaction of WBSEDCL.
- (xxxvi) All necessary precautions to be adopted at site by the contractor to avoid injuries to any labour or any person. Necessary signage, segregation has to be organized by the contractor at his own cost. Guarding of properties as well as materials during non-working period including at night, Sundays/holidays are also to be arranged by the Contractor, over and above general guarding during normal working hours, at his risk and cost.
- (xxxvii) The contractor shall save, harmless and indemnify WBSEDCL from and against any claims, demands, suits and proceedings for or on account of infringement of any patent right, design, trademark or name or other protected right like cutting of any tree, constructional plants, machine, work materials or things or process used for or in connection with the works or temporary work or any of them.
- (xxxviii) The contractor shall not assign or sublet or employ for any portion of the work through specialized agency/erector if intended or required without bringing it to the notice of WBSEDCL and obtain necessary approval from the respective authority. The relevant clause (s) of the bid document shall be applicable also.

SECTION V

GENERAL INSTRUCTIONS

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

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

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

West Bengal State Electricity Distribution Company Limited
Regional Office, 24Pgs(N)

Administrative Building (Ground & 1st Floor), B.T. Road, Vivek Nagar, Titagarh, Kolkata- 700 119

SoW for the works of "Construction of 2nos 33kv feeder bay including equipment foundation, Cable Trench and other allied civil works at **Regent Garment PARK 33/11kv sub-station** under Barasat Division in 24 Pgs(N) Region, WBSEDCL "

Prepared on the basis of PWD, SOR, Bldg, S&P for Presidency Circle effective from 01.11.2017 and upto latest corrigendum.

Sl. no.	Description of work	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
1	Dismantling all types of plain cement concrete works, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m In ground floor including roof, upto.150 mm. thick	4.000	cum	948.39	₹ 3,793.56
2	Earth work in excavation of foundation trenches or drains, in all sorts of soil (including mixed soil but excluding laterite or sand stone) including removing spreading or stacking the spoils within a lead of 75m. as directed. The item includes necessary trimming the sides of trenches, levelling, dressing & ramming the bottom, bailing out water etc. as required complete. a) Depth of excavation not exceeding 1500mm	21.000	cum	120.46	₹ 2,529.72
3	Earth work in filling in foundation trenches or plinth with good earth, in layers not exceeding 150mm. including watering and ramming etc. layer by layer complete (A) with earth obtained from excavation of foundation.	10.000	cum	78.32	₹ 783.15
4	Filling in foundation or plinth by silver sand in layers not exceeding 150 mm as directed and consolidating the same by thorough saturation with water, ramming complete including the cost of supply of sand. measurement of finished quantity) (payment to be made on measurement of finished quantity)	1.000	cum	945.5721	₹ 945.57
5	Single brick flat soiling of picked Jhama bricks including removing & dressing bed to proper level & filling joints with local sand.	5.000	sqm	364.61	₹ 1,823.05
6	Cement concrete with graded jhama khoa (30 mm size) excluding shuttering In ground floor and foundation. (a) 1:3:6 proportion	2.000	cum	5429.76	₹ 10,859.52
7	Ordinary cement concrete mix (1:2:4) with graded stone chips (20mm nominal size) excluding shuttering and reinforcement, if any, In Gr. Floor as per relevant IS Codes. Pakur variety	0.500	cum	5690.52	₹ 2,845.26
8	Ordinary cement concrete (mix 1:1.5:3) with graded stone chips (20mm nominal size) excluding shuttering and reinforcement, if any, as per relevant IS-codes Pakur variety.	25.000	cum	6240.34	₹ 1,56,008.50
9	Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc. initial straightening and removal of loose rust (if necessary,) cutting to requisite length, hooking & bending to correct shape, placing in proper position & binding with 16 gauge black annealed wire at every inter section complete as per drawing and direction. a) For work in foundation & upto roof of ground floor/upto 4m. (i) JSW/JSPL/SHYAM/ SRMB/BMASL/ELECROSTEEL/SSL	0.800	MT	60751.50	₹ 48,601.20
10	Hire & labour charges of shuttering with centering & necessary staging upto 4m. using approved stout props and thick hard planks of approved thickness with required bracing for concrete slabs beams, columns, lintels curved or straight including fitting & striking out after completion of work. (Upto the roof of ground floor) a) 25mm to 30mm thick wooden shuttering without staging in foundation	21.000	SqM	211.09	₹ 4,432.89



Sl. no.	Description of work	Quantity	Unit	Rate (Rs.)	Amount (Rs.)
11	(b) 25 mm to 30 mm thick wooden shuttering as per decision & direction of Engineer-In-Charge.	55.000	SqM	338.35	₹ 18,609.25
12	Brick work with 1st class bricks in cement mortar (6:1) i) In foundation & plinth	0.500	cum	5467.13	₹ 2,733.57
13	125mm thick brick work with 1st class bricks in cement mortar(1:4). In ground floor	5.000	sqm	743.36	₹ 3,716.80
14	Plaster (to wall, floor, ceiling etc.) with sand & cement mortar including rounding off or chamfering corners as directed and raking out, joints including throating, nosing and drip course, scaffolding/ staging where necessary.(Excluding cost of chipping over concrete surface) with 6:1 cement mortar a) For outer wall. 10mm thick plaster i) In ground floor	41.000	SqM	134.33	₹ 5,507.53
15	Neat cement punning about 1.5 mm. thick in wall, dado, window sills, floor, drain etc. Note: Cement 0.152 cum per 100sqm	41.000	sqm	34.34	₹ 1,407.94
16	M.S. Structural works in columns, beams, chequered plate etc. with simple rolled structural members (e.g.Joists, angles, channel sections conforming to IS:226, IS:808 & SP(6)-1964 connected to one another with brackets, gussets, cleats as per design, direction of E-in-Charge complete including cutting to requisite shape and length, fabrication with necessary bolting, metal arc welding conforming to IS:816-1956 & IS:1955 using electrodes of approved make and brand conforming to IS:814-1957, haulage, hoisting and erection all complete. The cost includes the cost of rolled steel section, consumables such as electrodes, gas and hire charge of all tools and plants and labour required for the work required including all incidental charges such as electricity charges, labour insurance charges etc. For structural members of specified sections weighing less than 22.5Kg/m (Payment will be made as per the schedule)	0.500	MT	73329.03	₹ 36,664.52
17	Supplying and laying chequered tiles of any shade & approved quality with (1:1.5:3) cement concrete laid in panels or patterens as directed in pavement, footpath etc. including necessary underlay 25mm thick (av) c. mortar (1:3) complete in all respect in all labour and materials. (slurry @ 4.4 kg/sqm at backside and pointing @2.4 kg/sqm for joint filling). Red Variety, i)25mm thick(red variety)	10.000	sqm	484.80	₹ 4,848.00
18	Supplying, Spreading and laying of Crushed stone as per the instruction of the Engineer-in-charge.	2.000	Cum	1816.15	₹ 3,632.30
					Total= ₹ 3,09,742.33

✓ 22/12/25
SE (C), br-II
24PNR0

✓ 22/12/25
DE (Civil) / 24PNR0

TENDER SCHEDULE

1. 33 KV PART

Sl No	Description	Unit	Rate	Qty	Amount
1.1	Route Survey	Mtr	₹ 3.00	2.432	₹ 7.30
1.2	Erection of Rail Pole/MS H-Beam Pole /4 Pole structure with all fitting and painting	NOS	₹ 35,717.00	2	₹ 71,434.00
1.3	Earthing Complete with 2" dia G.I Pipe 3 mtr long	NOS	₹ 6,800.00	4	₹ 27,200.00
1.4	Fitting / Fixing of Dead End/ Tension Clamp including Compression Joint With Wolf Condutor	NOS	₹ 201.00	12	₹ 2,412.00
1.5	Fitting / Fixing of Jumper for Wolf COND with compression joint	NOS	₹ 148.00	12	₹ 1,776.00
1.6	Providing muffing at the base of steel Pole with cement concrete(1:3:6)	NOS	₹ 774.00	8	₹ 6,192.00
1.7	Supply & Fixing of G.I Flat 50x6 mm for earthing including welding	MTR	280.00	75	₹ 21,000.00
1.8	Fixing of 42 KV LA	Set	1500.00	2	₹ 3,000.00
1.9	Extension on Rail Pole/ M.S H-Beam Pole	NOS	₹ 1,862.95	8	₹ 14,903.60
1.10	Fixing of 33 KV Polymer Pin	NOS	₹ 72.00	48	₹ 3,456.00
1.11	Fixing of 33 KV Polymer Disc	NOS	₹ 107.00	12	₹ 1,284.00
1.12	H.T Stay Set Complete	SET	₹ 641.00	32	₹ 20,512.00
1.13	Earthing Complete	NOS	₹ 313.00	12	₹ 3,756.00
1.14	Making of Trial Hole	Cum	₹ 34.00	27.5	₹ 935.00
1.15	Micro-tunnelling with 200 mm PE 80, PN-6 HDPE Pipe	Mtr	₹ 1,510.00	4864	₹ 73,44,640.00
1.16	Laying of 33 KV 3Cx400 Sqmm XLPE Cable	Mtr	₹ 70.00	5127	₹ 3,58,890.00
1.19	Supply & fixing of GI Pipe 200 mm dia	MTR	₹ 2,077.00	24	₹ 49,848.00
1.20	Making of Jointing Pit for 33 KV straight Through Joint	NOS	₹ 900.00	19	₹ 17,100.00
1.21	Making of Protective duct for straight through joint as per approved drawing	NOS	₹ 7,750.00	19	₹ 1,47,250.00
1.22	Supply and fixing 33 KV Straight Through Joint for 3Cx400 SQmm XLPE Cable	NOS	₹ 37,500.00	19	₹ 7,12,500.00
1.23	Supply and fixing 33 KV O/D End Termination Joint for 3Cx400 Sqmm Cable	NOS	₹ 21,200.00	4	₹ 84,800.00
Total=					₹ 88,92,895.90

2. SUB-STATION PART

Sl No	Description	Unit	Rate	Qty	Amount
2.1	Erection of Gantry structure with provision for Isolator cum LA Support Structure with 9 Mtr. PCC pole along with supply of all Nuts & Bolts and with L.A. foundation Base Plate 430x430x8 cm & fixing of iron materials with Galvanised iron(Fittings iron should consist of GI Channel 75x40x6, GI Angle 65x65x6, and GI Flat 65x6)as per direction of site engineer. Iron Materials to be supplied by Agency. Remaining materials will be supplied by WBSEDCL Drg No RE/SS/39 and	Nos	₹ 1,15,300.00	2.00	₹ 2,30,600.00
2.2	Modification of Existing H/L Support Structure	NOS	₹ 12,000.00	1.00	₹ 12,000.00
2.3	Supply & Fixing of CT Support Structure	NOS	₹ 20,550.00	2	₹ 41,100.00
2.4	Fixing of 33 KV PT With Supply and Fixing of Structure	NOS	₹ 22,500.00	2	₹ 45,000.00
2.5	Erection of H/L CR Type Isolator With E/S	SET	₹ 6,600.00	4	₹ 26,400.00
2.6	Erection of L/L CR Type Isolator	SET	₹ 5,200.00	2	₹ 10,400.00
2.7	Supply/Fixing of 33 KV CR Type Isolator Pad to Panther COND Compression type	NOS	₹ 560.00	36	₹ 20,160.00
2.8	Erection of 33 KV VCB, SCADA Compatible	NOS	₹ 16,675.00	2	₹ 33,350.00
2.9	Erection of 33 KV SCADA Compatible Feeder Control Panel	NOS	₹ 16,500.00	2	₹ 33,000.00
2.10	Erection of 33 KV CT 400-200/1-1 A(3 Nos = 1 Set)	SET	₹ 6,040.00	2	₹ 12,080.00
2.11	Dismantling of Old Bus PT	NOS	₹ 1,000.00	1	₹ 1,000.00
2.12	Fixing of 33 KV Pin Insulator	NOS	₹ 72.00	15	₹ 1,080.00
2.13	Fixing of 33 KV Disc Insulator	NOS	₹ 107.00	6	₹ 642.00
2.14	Stringing & sagging of Bus with ACSR Panther(150 Sqmm)(in CKM)	NOS	₹ 15,000.00	0.02	₹ 300.00
2.15	Erection of 42 KV LA with earthing connection.	SET	₹ 1,250.00	2	₹ 2,500.00
2.16	Laying of Control Cable 4Cx2.5 SQmm	KM	₹ 15,690.00	0.8	₹ 12,552.00
2.17	Laying of Control Cable 8Cx2.5 SQmm	KM	₹ 28,859.00	0.5	₹ 14,429.50
2.18	Laying of Control Cable 12Cx2.5 SQmm	KM	₹ 41,731.00	0.5	₹ 20,865.50
2.19	Supply & Fixing of Compression Joint for ACSR Panther	NOS	₹ 2,500.00	36	₹ 90,000.00
2.20	Supply & Fixing of CT Junction Box	NOS	₹ 3,000.00	2	₹ 6,000.00
2.21	Supply & Fixing of Earthing(including necessary GI flat of Size 65x6 mm & perforated GI Pipe of 3 m Length are to be supplied by agency) & earthing to be done as per instruction of site engineer	JOB	₹ 49,872.88	1	₹ 49,872.88
2.22	Supply & Fixing of PT Junction Box	NOS	₹ 3,000.00	2	₹ 6,000.00
Total=					₹ 6,69,331.88

33 KV PART	₹ 88,92,895.90
SUB-STATION PART	₹ 6,69,331.88
Total=	₹ 95,62,227.78

A.R. 23.12.25
 O.E Tech-III
 Barasat Division
 E.S.D.C.I.

SECTION-VI

ANNEXURES

Annexure- I

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 -II

Page 1 of 2

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be executed in non-judicial stamp paper of Rs. 100.00)

Ref.....

Bank Guarantee No.....

Date :

To

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

West Bengal

Dear Sirs,

In consideration of West Bengal State Electricity Distribution Company Ltd., (herein after 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..... with registered/Head office at.....(hereinafter referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract issued by Owner's Letter of Award No... dated.. for..... (scope of work) and the same having been acknowledged by the Contractor, resulting in a Contract bearing No..... dated Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs..... being (10%) (Ten Percent) of the said value of the Contract to the Owner.

We (Name & Address) 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, on demand any or all monies payable by the Contractor to the extent of Rs. as aforesaid at any time up to.....* (day/month/year) without any demur, reservation; contest, recourse or protest and/or without any reference to this 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. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee from time to time to extend the time for performance or the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this 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 or to

for bear 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 the 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 of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but 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 the Owner may have in relation to the Contractor's liabilities.

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

Unless a demand or claim is lodged on us within and including*(day/month/year) we shall be discharged from all liabilities thereafter.

Dated this.....day of.....20.....at.....

WITNESS

.....
Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Official Address)

Attorney as per Power
of Attorney No.
Date.....

*** Till 3 (three) months after the validity of the Bank Guarantee.**

**** Upto 3 (three) months after the expiry of warranty/guarantee period.**

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank. .
2. The sum shall be 10% (ten percents) of the Contract Price.The performance Bank Guarantee/Security Deposit Bank Guarantee shall be valid as per terms of contract. A period of three (3) months should be added as claimed period from the last date of validity of 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..... dated (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.

Annexure-IV

**PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT /FACILITIES (TO BE GIVEN BY
BANKER OF BIDDER)**

BANK CERTIFICATE

This is to certify that M/s. (FULL NAME AND ADDRESS) who are submitting their Bid to against their tender specification vide Ref. No..... and date..... is our customer for the past years.

Their financial transactions with our bank have been satisfactory. They enjoy the following fund based and non fund based limits including, guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

No.	<i>TYPE OF FACILITY</i>	<i>SANCTIONED ON DATE</i>	UTILIZATION AS ON DATE

This letter is issued at the request of M/s.....

Sd/-

Name of Bank.....

Name of authorized Signatory.....

Designation

Phone No.....

Address.....

SEAL OF THE BANK

BID PROPOSAL

Bidders Name & Address:

Bid Proposal Reference:

Person to be contacted:

Designation:

Telephone No.:

Mail ID:

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 GST.

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 EARNEST MONEY DEPOSIT/BID GUARANTEE

We have submitted a Earnest money deposit / 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 Earnest money deposit /Bid Guarantee	Value of of Earnest money deposit /Bid Guarantee

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.
	Commercial Deviations Schedule	Annexure-IX
	Technical Deviations Schedule	Annexure-X

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.23.0 of GCC
b)	Earnest Money Deposit/Bid Guarantee	Clause No. 5 of ITB, Clause No. 9.0 of GCC
c)	Contract Performance Guarantee	Clause No. 7.0 of GCC
d)	Liquidity Damages for Delay	Clause No. 34.1 of GCC
e)	Bid Price basis	Clause No. 13 of ITB
0	Defect Liability Period	Clause No. 11.0 of GCC

7.0 BID PRICING

We further, declare that the prices stated in our Proposal are in accordance with your 'Instruction to Bidders¹ 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 QUALITY PLANS:

The bidder 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 bidder that the quality tests and inspection by the Owner shall not in any way relieve the Bidder of its responsibilities for quality standards, and performance guarantee and their other obligations under the Agreement.

10.3 If Is further agreed by the -Bidder that the contract performance guarantee shall in no way be construed 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 bidder is irrevocable and unconditional and the Owner shall have the powers to invoke it notwithstanding any dispute or difference between the owner and the bidder 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 supersedes 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.

10.0 CHECKLIST

We have included a Check List duly filled in.

Dated this day of 20

Signature..... in the capacity of
..... duly authorized 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 of20..., 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 / firmafter having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited / West Bengal State Electricity Transmission Company Limited, a government company within the meaning of sec.617 of the Indian Company's act having registered office at Vidyut Bhavan, 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 memo 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 (E. 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 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.
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, 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 Workmen Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work / job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR / OBLIGORS is responsible to complete the work / job and it will be deemed that discontinuance was due to default of OBLIGOR / OBLIGORS.
8. THAT, if at any time, due to exigency, the OBLIGEE i.e. the West Bengal State Electricity Distribution Company Limited / West Bengal State Electricity Transmission Company Limited, 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.

NED AND DELIVERED
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 ofin the year
 between WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), a Govt. of West Bengal Enterprise 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

.....

.....here in after 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. 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

Annexure-IXCOMMERCIAL DEVIATIONS

Bidder's Name &Address :

To

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

Dear Sirs,

Sub : Commercial Deviations for

The following are the Commercial! Deviations and variations from and exceptions to the specifications and documents for the subject package. These deviations and variations are exhaustive. Except these deviations, the entire work shall be performed as per your specifications and documents.

Volume Clause	Reference /Page No.	Specified in the specification	Commercial deviation and variations to the

Date :

Place : (Signature).....

(Printed Name)

(Designation)

(Common Seal)

Note: Continuation sheets of like size and format may be used as per Bidder's requirements and annexed to this schedule.

Annexure-XTECHNICAL DEVIATIONS**Tender Notice No.**

Bidder's Name &Address :

To

.....

Dear Sirs,

Sub : Technical Deviations for

The following are the Technical Deviations and Variations from and Exceptions to the specifications and documents for the subject package. These deviations and variations are exhaustive. Except these deviations, the entire work shall be performed as per your specifications and documents.

/Clause	/Page No.	specified in the technical deviation and variations to the specification

Date :

Place :

(Signature)
 (Printed Name)
 (Designation)
 (Common Seal)

Note

1. Continuation sheets of like size and format may be used as per Bidder's requirements and annexed to this schedule.
2. The deviations and variations, if any, shall be brought out separately for each of the equipment and are to be submitted in five copies.

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

(Appendix to Technical Part of the Bid)**Format of Option for Initial Advance (either Interest Bearing Initial Advance or No Initial Advance) and Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises**NIT/RFB No.: *[insert details]*Package Name/ Contract Title: *[insert details]*Page of pages

To,
The Zonal Manager)
WBSEDCL
Vidyut Bhawan, 2nd Floor,
Block-DJ, Sector-II,
Bidhannagar, Kolkata-700091

Bidder's Name and Address:

{*In case of JV bidder, mention name and address of all the Joint Venture members*}

Dear Sir/ Madam,

I. We have read the provisions in the Bidding Documents regarding the option for advance payment. Accordingly, we hereby confirm to opt the following:

Interest Bearing Initial Advance

Supply of Plant Portion : Yes* No* Supply of Installation Services Portion : Yes[^] No[^] (*[^] tick ONLY ONE of the selected options)

II. We are furnishing the following details of Statutory Registration Numbers and details of Bank for electronic payment.

1	Name of the Supplier/ Contractor in whose favour payment is to be made	
2	. Address with PIN Code and State	Registered Office: Branch Office: Correspondence Address:
3	Status – Company/others [Declaration of Micro/ Small/ Medium Enterprise under Micro/ Small & Medium Enterprises Development Act 2006, if applicable]	
4	Permanent Account (PAN) No.	
5	Goods and Services Tax Registration No..	

6	PF Registration No. of the Company	
7	PF Regional Office covered (with Address)	
8	Name of Contact Person	
9	Telephone No(s). Email	Landline(s): Mobile(s): Email ID
10	Bank Details for Electronic Payment	Name of the Bank: Address of Branch: Account No.: Type of Account: [] Saving [] Current
11	9 digit MICR code printed at bottom in middle, next to cheque no.	
12	IFSC (for RTGS)/NEFT Code (<i>to be obtained from the Bank</i>) <i>Sample Cancelled Cheque to be enclosed</i>	

We hereby declare that the above information is true and correct and we agree that the payment on account of this Contract, in the event of award, be made in the above account maintained in the above mentioned Bank.

Dated the *[Insert date of the month]* day of *[Insert month, year]*
at *[Insert place]*.

Signature {{of Bidder's authorized Bid Signatory (ies)}# {In full and initials}: Full name: {insert full name of authorized Bid Signatory }
Title: {insert title/position of authorized Bid Signatory }
Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable): Capacity: {insert the person's capacity to sign for the Bidder}
Address: {insert the authorized Bid Signatory's address}
Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable} Email:
{insert the authorized Bid Signatory's email address}

ANNEXURE-XIII

Signature of Project Manager of
Agency

Signature of Engineer-in Charge of WBSEDCL

Signature of Store-in Charge of
WBSEDCL

ANNEXURE-XIV

**FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL
PERFORMANCE SECURITY DEPOSIT**

WHEREAS

Contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contract No.

Dated to
execute
brief
description of Works (hereinafter called "the Contract").

(name of Contract and

AND WHEREAS it has been stipulated by you in 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 & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of Rs.(amount of guarantee 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 dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal.....the present absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

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 if 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 we hereby 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 the previous consent of you in writing.

This Guarantee shall be valid upto..... It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee. Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs.....(Rupees.....) and unless a claim in writing is lodged with us within the validity period i.e. upto.of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this day of
.....2021. at

by:

**SIGNED, SEALED AND
DELIVERED**
For and on behalf of the **BANK**
(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES: (1) The bank guarantee should contain the name designation and code number of the officer(s) signing the guarantee

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.