



West Bengal State Electricity Distribution Company Limited

(A GOVT. OF WEST BENGAL ENTERPRISE)

Office of the Addl C.E. & Zonal Manager, Baharampur Distribution Zone
Admn Bldg, 3rd floor, Cantonment Rd, Baharampur, Murshidabad-742101
Regd Office: Bidyut Bhavan, Block-DJ, Sector-II, Bidhannagar, Kolkata- 700091
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NOTICE INVITING e-TENDER

NIT No. : ZMB/Civil/e-TENDER/2017-18/05

Date 03.08.2017

Addl Chief Engineer & Zonal Manager, Baharampur (D) Zone, WBSEDCL; Administrative Building, 3rd Floor, Cantonment Road (Opposite to Ritwik Sadan); Baharampur; Murshidabad-742101 invites e-Tender from the Eligible, bona fide, experienced and resourceful contractors of WBSEDCL, WBTCL; WBPDC and other Central Government /State Government/ Semi Government/ Undertakings etc. for the following works under Baharampur Distribution Zone. (Submission of Bid through online).

Sl. No.	Name of the Work	Estimated Amount (Rs)	Earnest Money (Rs)	Cost of Tender Documents (Rs) (Non-refundable)	Period of Completion	Eligibility of Contractor
01.	Construction of Model Store at Krishnanagar, Dist. Nadia	1,60,69,222.00 (Rupees one crore sixty lakhs sixtynine thousand two hundred and twenty two only).	3,21,385/- (Three lakhs twentyone thousand three hundred and eightyfive only) to be submitted in favour of "West Bengal State Electricity Distribution Company Limited" payable at Baharampur, Murshidabad.	4000/- Plus 18% as G.S.T.	5 (Five) Months in Two phases	The contractors who have successfully completed similar nature of work having value of as specified in relevant clause

1. In the event of e-filling intending bidder may download the tender document from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary cost of tender document (tender fees) and earnest money may be remitted through demand draft / pay order issued from any Scheduled Bank in favour of "West Bengal State Electricity Distribution Company Limited" payable at Baharampur, Murshidabad and also to be documented through e-filling. The original Demand Draft / Pay order against tender fees, Earnest Money Deposit (EMD) should be submitted physically at the office of the Addl. C.E. & Zonal Manager, Baharampur Distribution Zone, Baharampur, Murshidabad-742101 under sealed cover.

2. Both Technical Bid and Financial Bid duly digitally signed by the Tenderer should be submitted in technical and financial folder concurrently through the website <https://wbtenders.gov.in>.
3. Technical Document and Financial Bid should be submitted online on or before the 'Date & Time Schedule' stated in Sl. No. 8.
4. The FINANCIAL OFFER of the prospective tenderer will be considered only if the TECHNICAL DOCUMENT of the tenderer found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and absolute in this respect. The list of Responsive and Non-Responsive Bidders will be displayed in the website.
5. Eligibility criteria for participation in the tender:
 - 5.1. Bona fide, experienced & resourceful contractors of **WBSEDCL, WBTCL; WBPDC and other Central Government /State Government/ Semi Government/ Undertakings etc.** who have successfully completed similar nature of work having value of at least 50% of the estimated cost of this tender.
 - 5.2. Copies of valid PAN, IT return, Sales Tax / VAT registration certificate, Professional Tax challan (current), Service Tax Registration Certificate, EPF Registration certificates are to be accompanied with the Technical bid documents.
6. No mobilization advance and secured advance will be allowed.
7. **The contractor shall be solely responsible for IT and all other taxes, duties, levies, license fees, all types of Statutory Govt. obligation including Royalty and Cess according to The Building and Other Construction Workers' Welfare Cess Act, 1996 etc. incurred until completion of the total work and handed over to the Employer. Bid price shall be firm and inclusive of all such costs and no claim on this behalf will be entertained by the owner. SAC and HSN as applicable in GST should be considered by the bidder. GST will be paid as per norms.**
Bids shall remain valid for a period not less than 180 (One hundred eighty) days from the date of opening of Financial Bid. If the bidder withdraws the bid before the period of bid validity, the earnest money deposited by him will be forfeited forthwith without assigning any reason thereof.

8. Key Dates with Time:-

Sl. No.	Particulars	Date & Time
01.	Date of uploading of N.I.T and Tender Documents (online). [Publishing date]	03.08.2017 upto 13.55Hrs
02.	Documents sell / download start date (online).	03.08.2017 after 13.55 Hrs
03.	Pre bid Meeting to be held on	11.08.2017 At 12.00 Hrs
04.	Bid Submission uploading beginning date (online)	11.08.2017 after 18.55 Hrs
05.	Bid Submission closing date (online)	23.08.2017 up to 18.00 Hrs
06.	Date of submission of original copies for the cost of Tender documents and Earnest Money Deposit (offline).	Upto 24.08.2017 till 16.00 Hrs
07.	Date for opening of Technical bid (online) for the Bidders	28.08.2017 after 11.00 Hrs
08.	Date of uploading the Final List of Technically Qualified Bidders after Technical Bid Evaluation (online).	To be intimated later.
09.	Date, for opening of Financial Bid (online).	To be intimated later.

9. **Earnest Money / Bid Guarantee:** The amount of Earnest money of Rs. 3,21,385/-and cost of Tender Paper of Rs 4000/- plus 18% as GST is to be paid in the shape of Bank Draft or Pay order of any Scheduled Bank to be drawn in favour of **"West Bengal State Electricity Distribution Company Limited"** payable at Baharampur, Murshidabad, is to be submitted to Manager (F&A) of this Office. A DCR will be issued against this deposit by him. Parties desiring to submit E.M. in form of Bank Guarantee will have to do so in our Standard Format.

Bid guarantee of the unsuccessful bidder will be released after finalization of tender against the prayer of the contractor.

No interest shall be payable by WBSEDCL on the above Bid guarantee.

10. The Bidder, at his own responsibility, risk and cost is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing Bid and entering into an agreement for the work as mentioned in the NIT, before submitting offer with full satisfaction.
11. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of the Bid, no cost of Bidding shall be reimbursable by the Department. The Department reserves the right to accept or reject any / all offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by the Bidder at the stage of Bidding.
12. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in '**Instruction to bidders**' stated in Section – 'A' before tendering the bids.
13. No Conditional Bid and /or Incomplete Tender will be accepted under any circumstances.
14. The intending bidder(s) are requested to quote their rates online as per specified format.
15. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have :
 - 15.1. Given misleading or false representations in the forms, statements and attachments submitted in proof of the qualifying requirements and /or.
 - 15.2. Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completions, litigation history or financial failure.

WBSEDCL does not bind itself to accept the lowest offer and reserves the right to reject any or all the offers without assigning any reason whatsoever. WBSEDCL also reserves the right to split the work in parts among the bidders and to cancel the order, if placed, at any time after placement of the order after giving 14 (fourteen) days' notice.

Sd/-
(G. K. Basu)
Addl CE & Zonal Manager
Baharampur Dist Zone

SECTION – A INSTRUCTION TO BIDDERS

A. General guidance for e-Tendering

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

1. Registration of Contractor:

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

2. Digital Signature certificate (DSC):

Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause-2 of Guideline to Bidder DSC is given as a USB e-Token.

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

4. Submission of Tenders:

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

4.1. Technical proposal:

The Technical proposal should contain scanned copies of the documents, stated hereunder, in two covers (folders).

4.1.1. Statutory Cover file containing the following :

- a) Bank Draft / Bankers Cheque / Pay Order towards cost of tender documents as prescribed in the NIT, against each serial of work of any Scheduled Bank in favor of “West Bengal State Electricity Distribution Company Limited” payable at Baharampur, Murshidabad.
- b) Bank Draft / Bankers Cheque / Pay Order towards Earnest Money Deposit (EMD) as prescribed in the NIT against each of the serial of work of any Scheduled Bank in favor of “West Bengal State Electricity Distribution Company Limited” payable at Baharampur, Murshidabad.

4.1.2. Non Statutory / Technical Document Cover file containing the following:

- a) Copy of I.T. return for last 3 (three) financial years, PAN. .
- b) Professional Tax Clearance Certificate / Professional Tax (PT) deposit receipt challan for the last month.
- c) EPF registration certificate and challan for May 2017.
- .d) GSTIN registration number

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

THE ABOVE STATED NON-STATUTORY / TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

Click the check boxes beside the necessary documents in the My Document list and then click the tab “**Submit Non Statutory Documents**” to send the selected documents to Non-Statutory folder. Next Click the tab “**Click to Encrypt and upload**” and then click the “**Technical**” Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-category Description	Details
01.	Certificates	Certificates	a) PAN Card b) GST Registration number. c) Professional Tax Clearance Certificate for the last month. d) EPF registration certificate and challan of May 2017. e) GST registration number
02.	Company Detail(s)	Company Detail	
03.	Credentials	Credential	A bidder shall be considered technically eligible, with experience of having successfully completed similar works during last 7 years subject to fulfillment of the following criteria: a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost. Or b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost. Or c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
04.	Financial Information	Financial Information	a) Copy of IT returns for last 3 financial years. b) Average annual turnover during last three years shall not be less than 30% of the estimated cost. c) Working capital in the year, proceeding the year of bid submission shall not be less than 30% of the estimated cost. d) In case documents certifying credit facility from a scheduled Bank is submitted, the requirement given in cl.(c) shall be judged by adding available credit facility and working capital taken together. e) Annual Audited Financial Report for last 3 (three) years to be submitted for verification in respect of bidder for whom audit of accounts is mandatory. For those whose audit of account is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA and Form 3CB) for last five years.
05.	Earnest Money	Earnest Money	a) Scanned copy of Bank Draft / Bankers Cheque / Pay Order.

4.1.3. Opening of Technical proposal:

Technical proposals will be opened at the Office of the Addl. C.E. & Zonal Manager, Baharampur Distribution Zone, WBSEDCL and his authorized representative electronically from the web site stated using their Digital Signature Certificate (DSC).

- Intending tenderers may remain present if they so desire.
- Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder) for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will summarily be rejected.

- c) Summary list of technically qualified tenderers will be uploaded online.
- d) Pursuant to scrutiny & decision of the Department, the list of eligible tenderers will be uploaded in the web portal.

4.2. Financial proposal:

The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ). The contractor is to quote the rate (Offering above / below / at par) online through Computer in the space marked for quoting rate in the BOQ.

Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

5. Penalty for suppression / distortion of facts:

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

6. Rejection of Bid:

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

7. Award of Contract:

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

8. The agreement as per enclosed format in G.C.C. will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including NIT and BOQ will be part of the documents. After acceptance of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents stated in NIT of the concerned work within time limit to be set in the letter of acceptance.

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

1. Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <http://wbtenders.gov.in> (the web portal). The contractor is to click on the link for e-Tendering site as given in the web portal.
2. The intending bidder(s) required to quote the rate in percentage above / below / at par over the total estimated cost in the BOQ.
 - a. The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against the contract. Price indicated in the schedule of prices deemed to include all the levies / duties / cess & all other incidentals payable as per statute. Relevant Service Tax rules are applicable for the work. The estimated cost is exclusive of Service Tax. It will be paid to the appropriate authority / agency as per prevailing rates and rules in force
3. WBSEDCL, who do not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annul the Bidding processes and reject all Bids at any time prior to the Award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for WBSEDCL's (Tender Accepting Authority) action.
4. Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing will be liable to rejection.
5. **Bids shall remain valid for a period not less than 180 (One hundred eighty) days after date of Bid opening of tender.**
6. Earnest Money as per NIT should be submitted with the tender in the form of Bank Draft / Bankers Cheque / Pay Order issued from any Scheduled Bank in favor of the “**West Bengal State Electricity Distribution Company Limited**” payable Baharampur, Murshidabad.
7. **Security Money:**

The Successful tenderer within 7 (seven) days of receipt of LOI / order, shall submit his unconditional acceptance in writing failing which the Department shall have the right to terminate the LOI / Order as per rule and earnest money, submitted along with the tender will be forfeited. On receiving tenderer's acceptance for the work the earnest money deposited with the tender will be automatically converted to form a part of security money deposited. An additional sum of security money, if required, shall be deposited by the tenderer to constitute initial security money of 2% (two percent) of ordered value. Further additional security money shall be deducted from the progressive bills at 8% (eight percent) of each such bill so that the total deduction together with 2% (two percent) Security money already taken shall constitute not less than 10% (ten percent) of the total value of works as actually done. All security money shall be refunded after expiry of the period of maintenance which shall be 12(twelve) months normally, if not otherwise mentioned in the work order) after completion of the work. This period of maintenance shall be counted from the date of completion of job.
8. **Defect Liability Period:**

The term 'Defect Liability Period' shall mean the period of 12 (twelve) months from the date of completion of the work. If any defect is found within the defect liability period, the contractor shall be liable to rectify / replace the material at their own cost and responsibility. Defects / rectification work so notified shall have to be attended and completed satisfactorily within 15 (fifteen) days. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by the Security money already retained from the contractor. After completion of Defect liability period, and on completion of satisfaction rectification of defect, if any reported within the defect liability period, and on receipt of the application from the contractor, controlling officer of the work shall recommend for refund of the Security money.

9. Definition of terms:

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

- The *Company / Purchaser / Owner / Department* shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), having its office at Baharampur Distribution Zone, Admn Bldg., 3rd Floor, Cantonment Rd, Baharampur, Murshidabad-742101.
- The *Engineer-in-Charge / Controlling Officer* shall mean the Engineer deployed by the company for the purpose of this contract.
- *Company's representative* shall mean any person or persons of WBSEDCL appointed by the Company and shall include the contractor's executor's administrators, successor and permitted assignees.
- The *Contractor* shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successor and permitted assignees.
- The work *Site* shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.
- The terms *Services* shall mean all works to be undertaken by the Contractor as laid down under the head 'Scope of Work' or elsewhere in the specification enclosed. When the words '*approved*', '*subject to approval*', '*as directed*', '*accepted*', '*permitted*' etc. are used, the approval, judgment, direction etc. are understood to be a function of company.
- *Writing* shall indicate any manuscript, type written, printed or other statement reproduced in any visible form.
- *Date of Contract* shall mean the date on which the notification of award of contract / letter of award / telex award has been issued.
- *Zero Date* will be reckoned from the date of handing over of site.

10. Scope of work:

The contract comprises of construction, completion and maintenance of the work, as required including provision of all labor, material, construction plant, temporary work and everything whether of a temporary or permanent nature required for such construction, completion and maintenance so far as the necessity of providing the same is specified in or responsible to be inferred from the contract.

11. Manner of Execution of Contract:

The successful bidder has to submit acceptance of the LOI / Order within 7 (seven) days from the date of issue of the Letter of Intent / Order. The successful bidder shall be required to execute an Agreement (as per format enclosed as **Annexure – 2**) at his expenses on a non judicial stamp paper of **Rs. 100/-** with the company with all related documents for satisfactory execution of the work. Agreement shall be signed on a date and time to be mutually agreed upon at Office of the Addl. C.E. & Zonal Manager, Baharampur Distribution Zone, Administrative Bldg., 3rd Floor, Cantonment Rd, Baharampur, Murshidabad-742101 and the same has to be signed by both parties within 30 (thirty) days from the date of the acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract on behalf of the contractor is to be submitted before signing of the agreement.

12. General Requirement:

- 12.1. **Pre-visit of work site:** (Contractor to visit the site before submission of tender): The contractor shall inspect and examine the site and its surroundings and shall satisfy himself before submission of his tender as to nature of the site, the quantities and nature of work and the materials necessary for the completion of the works and the means to access to the site, the accommodation he may require and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence and effect his tender.
- 12.2. **Cost of Bidding:** The Contractor shall bear all cost associated with the preparation and submission of their bid and WBSEDCL in no case shall be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

- 12.3. **Correctness and sufficiency of rates quoted in the tender:** The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for works and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the tenderer under the contract and all materials and things necessary for the proper completion and maintenance of the works.
- 12.4. Contractor shall execute, complete and maintain the works as per direction of the **Controlling Officer / Engineer-in-Charge** of the works or his representatives.
- 12.5. **Contractor to submit program:** Within 14 (Fourteen) days from the date of issue of Letter of Intent/ Erection order the Contractor shall submit a program showing the order, procedure and method in which he proposes to carry out the work.
- 12.6. **Contractor's Staff at site:** The contractor shall provide at site authorized representative duly approved by the Controlling Officer (approval may be withdrawn for particular person, if necessary). The contractor and/or his authorized representative is to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on behalf of the contractor) directions and instructions from the controlling Officer / Engineer or his representative.
- 12.7. **Removal of persons employed at site:** The Controlling Officer / Engineer shall be at liberty to ask the contractor to remove from the site any person, employed by the contractor in the execution of the works, who in the opinion of the Controlling Officer / Engineer misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the permission of the Controlling officer / Engineer.
- 12.8. **Setting out:** The Contractor shall be responsible for true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignments of all parts of works. If at any time during the progress of the works any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the work, the contractor on being asked to rectify by the Controlling Officer / Engineer, shall at his own expense rectify such error to the satisfaction of the Controlling Officer / Engineer.
- 12.9. **Protection of works:** The Contractor shall in connection with the works provide and maintain at his own cost all lights guards, fencing and watching when and where necessary or required by the WBSEDCL or by any competent authority or statutory or other authority for the protection of the works or for the safety and convenience of the public or others.
- 12.10. **Care of works:** From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all temporary works and in case of any damage, loss, or injury to works or to any part thereof or to any temporary works due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the works shall be in good order and conditions and in conformity in every respect with the requirements of the contract. The contractor shall take every practicable precaution not to damage or to cause injury to adjoining or other properties or to any persons. However even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.
- 12.11. **Workmen's compensation for accident or injury to any workmen:** The WBSEDCL shall not be liable for damage or compensation payable as per provision of law in respect of consequence of any accident or injury to any workmen or other person in the employment of the contractor. Contractor shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance policy covering provision for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.
- 12.12. **Facilities for other contractors:** The contractor shall afford all reasonable facilities for any other contractor employed by WBSEDCL in the execution on or near the site of any work not included in the contract.
- 12.13. **Clearing site on completion:** On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials rubbish, and temporary works of every kind and leave the whole of the site and works clean and in a good and tidy condition to the satisfaction of Engineer-in-charge.

13. Labour License:

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

14. Compliance of Labor Laws:

The Contractor shall comply with all statutory Labor 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 – 1) after placement of Letter of Intent / Order.

15. Night and Holiday Work:

None of the permanent work related to contract shall be carried out during night or Sunday or on other holiday without permission in writing of the Engineer-in-charge.

16. Variation, Omission, Addition & Alteration:

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

17. Supplementary Works:

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

- 17.1. The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract.
- 17.2. When above clause (Cl. No. 17.1) shall not be applicable, the rate shall be taken from P.W.D.(W.B.) schedule of rates for building works, sanitary works, plumbing works & PWD(WB)(Roads) schedule prevailing at the time of submission of bids plus / minus the contractual rate of quotation.
- 17.3. When Cl. No. 17.1 & 17.2 above shall not be applicable, the rate should be analyzed to the mutual acceptance of the present market rates of different elements involved in the item, against documentary evidence, with 5% overhead, contractor's profit as 10% (ten percent) and 1% (one percent) as Cess towards BOCWWC Act, 1996. In that case contractual rate of quotation will not be applicable.

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

18. Terms of Payment:

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

19. Completion of Contact:

All work under the contract must be completed by period of completion mentioned in NIT while portions of work as per program settled in consultation with the controlling officer shall be completed by the date stipulated in the said program. It is to be noted that time is the essence of the contract 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 payment of liquidated damages, the WBSEDCL 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 WBSEDCL on that account. Any letter in writing by the Controlling Officer shall be treated as conclusive on behalf of the WBSEDCL.

20. Defective Materials:

If in the option of the Engineer-in-charge, any of the materials brought to the site for use are not of the quality or kind specified in the contract and / or are unfit for the works, he shall be at liberty to order the removal of the

said materials and the contractor shall remove the same within 24 (twenty four) hours after notice has been given to him and if he fails to remove them within the time the Engineer may cause them to be removed anywhere at the risk of the Contractor and any cost incurred in so doing shall be deducted from the dues to the contractor under the contract.

21. Drawings:

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

22. Material and Workmanship:

All the works shall be executed with the materials as specified and with best workmanship and / or in the best manner to the satisfaction of the Engineer-in-charge. Specifications of materials to be as per PWD SOR.

23. Extension of Time:

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

24. Liquidated Damage:

If the Contractor shall fail to complete the works within the time prescribed herein or extended time for completion, then the Contractor shall pay to the WBSEDCL a sum amounting to ½% (half percent) of the value of works as liquidated damages of such default for every week or part of a week which shall elapse between the time prescribed or extended time as the case may be and the date of completion of the works subject to a maximum of 10% (ten percent) of the total contract price.

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

25. Company's Right to Terminate the Contract:

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

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

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

27. Materials:

All materials including cement and steel and equipments, required for the job, are to be supplied by the contractor. The WBSEDCL will have right to test any material(s) at any moment, if found necessary. In that case the contractor will be liable to take appropriate actions, which include the cost of testing and other incidentals. Authenticated document for confirmation of quality of material, purchased by the contractor, shall have to be submitted on demand by the Engineer-in-charge.

28. Deduction of Taxes and Cess for BOCWWC Act, 1996:

It is obligatory under the provision of Income Tax Act 1961 and West Bengal VAT Act 2003 (VAT on Work Contracts) to deduct tax at source then the same will be deducted from the bills as applicable.

The Contractor is required to follow the Building and Other Construction Work Welfare Act, 1996.

Registration of his establishment under section-7 of the building and the Construction Worker's (Regulation and Condition of Service) Act, 1996 is to be made after the contract is awarded. 1% (one percent) Cess towards BOCWWC Act, 1996 will be deducted from its total amount of each bill. For these deductions certificate will be issued as per rules.

29. Force Majeure:

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

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

30. Sub-letting of Contract:

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

31. Engineer's Decision:

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

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

32. Liability of Accidents and Damage:

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

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

33. Language and Measurement:

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

34. Completion of Work:

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

35. Idle Labor / Machinery:

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

36. Safety Rules:

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

37. Settlement of Disputes:

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

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 the work.

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

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

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

All storage, handling & use of flammable liquids shall be under the supervisions of qualified persons. First aid arrangements with the degree of hazard and numbers of workers employed shall be maintained in a readily accessible place throughout the whole of working hours.

38. Reporting of Accident:

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

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

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

Fatal Accident: Fatal accident must be reported immediately to WBSEDCL as well as to Police.

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

39. Miscellaneous:

- 39.1. The entire work shall be inspected by WBSEDCL representative from time to time at site as necessary. The Contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of the site, WBSEDCL shall have the right to reject any work not conforming to the specification without being liable for any explanation or compensation. The authorized representative of WBSEDCL shall have the free access to the work site, contractor site office and store.
- 39.2. During the execution of the work, if any, problem arises which is not covered by the specifications, the contractor shall seek necessary clarification and instruction from WBSEDCL. Such instruction shall be binding on the contractor and shall be observed in full.
- 39.3. The Contractor shall make his own arrangement for the labor, construction equipment, tools and tackles and construction materials, construction water, office / labor accommodation, water supply, sanitation.
- 39.4. Electricity for construction purpose, if supplied by WBSEDCL, the charge shall be borne by the Contractor at the rate specified by WBSEDCL. The Contractor cannot claim any compensation for any failure in such supply caused due to any reason whatsoever in case of non-availability of electricity for construction purpose from WBSEDCL. The Contractor has to arrange the same at his own cost.
- 39.5. The Contractor shall strictly follow the construction safety rules, regulations and instructions issued from time to time. In absence of any particular reference the Contractor shall refer to the Indian Standard and also the State Government rules and regulations.
- 39.6. The contractor shall take all precautions during execution, especially while excavating underground works, such as cables, pipelines, drains etc. and provide all possible precautions to these works and incase they are damaged, rebuild / divert them at his own cost.
- 39.7. All guarantees and test certificates obtained by the contractor during the execution of the work shall be transferred to the WBSEDCL before issue of the final payment.
- 39.8. The Contractor shall provide all necessary storage at the site in specified areas for all materials such as timber, cement, lime and such other materials which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open in such manner that all such material shall be duly protected from damage by weather or any other cause. All such stores shall be cleared after completion of work and the entire site shall be clean and free from debris. All material shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.
- 39.9. The cost of testing of concrete and any other material shall be borne by the Contractor.
- 39.10. All works are to be carried out with due regard to the convenience of the occupants of the premises or road users and with close coordination with other Contractors who may be working on that area. All arrangements / program of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accident to the occupants, users & workers. The Contractor must see that all damages to any property, which in the opinion of the Controlling Officer are due to the work of Contractor, are promptly rectified as per direction and to his satisfaction. The construction of work must be done in such a way as not to dislocate or disturb any sewerage system and existing other structures.
- 39.11. It must be clearly understood that WBSEDCL is indemnified by the Contractor against payment of any compensation or award on account of any accident, injuries, and damages and if any such payment have to be made by WBSEDCL under order of appropriate authorities, the same shall be recovered from the Contractor.
- 39.12. Any services if affected by the work must be restored by the Contractor on emergency basis at his own cost.
- 39.13. After completion of work, the finishes shall be of high quality and approved standard.
- 39.14. No omission or ambiguities in the drawing or in the specifications will relieve the contractor from responsibility for material or completeness of the work.

SPECIMEN COPY OF INDEMNITY BOND
(TO BE EXECUTED ON Rs 100/- Non judicial Stamp Paper)

BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on this Day of.....
I/We having Registered Office / residing at. (hereinafter called "OBLIGOR/OBLIGATOR" which expression shall mean and included 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 Bidyut Bhaban, 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/OBLIGATOR has /have been awarded to execute the job / works under letter no. Dated .issued by the OBLIGEE/OBLIGATOR 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 Workmen Compensation Act (W.C. Act) and / or other laws relating to the Labour Management and Welfare. AND WHEREAS according to the condition of the contract the OBLIGOR / OBLIGATOR is under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR/OBLIGATOR is aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the OBLIGEE shall have the power to deem that actual work has been started within the meaning of the contract before the execution of this Indemnity Bond.

Now this indenture witness that I / We the OBLIGOR/OBLIGATOR 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/OBLIGATOR.
2. THAT the OBLIGOR/OBLIGATOR will take adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT the OBLIGOR/OBLIGATOR undertakes to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical managerial or non-managerial or any other capacity in the area covered under Employees' 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 the Employees State Insurance Act, who does / do has / have insurance coverage within the meaning of Employees State Insurance Act.
4. THAT the OBLIGEE further undertakes to engage only those labour worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees' Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGEE.
5. THAT the OBLIGOR/OBLIGATOR 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/OBLIGATOR.
6. THAT the OBLIGOR / OBLIGATOR shall keep harmless the OBLIGEE from all claims compensation damages any proceedings in respect of any of its employee/workmen under the Workmen Compensation Act. 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 herein above issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGATOR has 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/OBLIGATOR is

responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGATOR.

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

.....
Deponent

Witness:

1.....

2.....

Annexure - 2

PROFORMA OF AGREEMENT

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

ARTICLES OF AGREEMENT made thisDate ofin the year.....
between West Bengal State Electricity Distribution Company Limited having its Head Office at Vidyut Bhavan, Block DJ, SectorII, Kolkata-700091 hereinafter referred to as the WBSEDCL (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART ANDhereinafter referred to as 'CONTRACTOR' (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHERE AS WBSEDCL invited tenders vide Tender Notice No..... Date
(annexed hereto) for (Name of the work).....

AND WHERE AS in pursuance of such invitation for tenders the contractor submitted a tender vide no. dt..... which was opened on

The tender offer shall be in the custody of the WBSEDCL at present.

AND WHERE AS AFTER consideration of the tender submitted by the contractor with clarification(s), if any, WBSEDCL accepted the said tender submitted by the contractor and placed order no..... dt..... (annexed hereto)

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

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

The WBSEDCL agrees to pay the contractor as per the Order No.....dt..... referred to above.

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

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

<p>.....</p> <p style="text-align: center;">Contractor</p> <p><u>Witness:</u></p> <p>1.....</p> <p>2.....</p>	<p>.....</p> <p style="text-align: center;">WBSEDCL</p> <p><u>Witness:</u></p> <p>1.....</p> <p>2.....</p>
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Annexure - 3

PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE/SECURITY
The non-Judicial stamp paper of Rs. 100.00 should be in the name of issuing bank

Ref.....	Bank Guarantee No.....
	Date.....

To
The
.....
.....
West Bengal

Dear Sirs,

In accordance with Invitation to bid under your Bid No..... M/s..... having its Registered/ Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said Bid of..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid upto on behalf of Bidder in lieu of the Bid deposit required to be made by the bidder, as a Condition precedent for participation in the Said Bid.

We, the..... Bank (Name) at..... (address) having our Head Office at..... guarantee and undertake to pay immediately on demand by West Bengal State Electricity Distribution Company Ltd., the Amount of..... (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto and including. * If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instruction from M/s..... on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorized office, has set its hand and stamp on this..... day of.....20.....at.....

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(Official Address)

*This date shall be 30 (thirty) days after the last date for which the bid is valid.

Annexure - 4

**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:

Sl.No.	TYPE OF FACILITY	SANCTIONED LIMIT AS ON DATE	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

