

West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise.)



INVITATION OF e-TENDER FOR

"Drawal of 11 KV XLPE UG Cable 185 sq. mm 3 Core (R/L 14 KM) by Micro tunnelling method from Rudra Nagar 33/11 KV Sub Station to Sagar Mela Ground under Kakdwip Division"

N.I.T. NO. ZMK/Elec./e-Tender/20-21/14 Date : 15.09.2020

**Office of the Zonal Manager
Kolkata Zone, WBSEDCL
19/A, British Indian Street, 3rd floor,
Kolkata-700069.
E-mail: zmkolkata.wbseb@gmail.com**

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Section I
NOTICE INVITING e-TENDER



West Bengal State Electricity Distribution Company Limited

(A Govt. of West Bengal Enterprise)
KOLKATA ZONAL OFFICE

Kolkata Zonal Office, WBSEDCL
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Kolkata-700069.
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Regd. Office of WBSEDCL
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Kolkata-700091.
Website-www.wbsecl.in
Corporate Identity No. (CIN)-U40109WB2007SGC113473

Tender Notice No. ZMK/Elec./e-Tender/20-21/14 Date : 15.09.2020

e-Tender in two parts is invited from bonafide, experienced and resourceful contractors of WBSEDCL, WBSETCL, DPL, PGCIL, NTPC and other Central Government / State Government / CPSE/CPSU/SPSE/SPSU for the following works :-

Name of the work	Drawal of 11 KV XLPE UG Cable 185 sq. mm 3 Core (R/L 14 KM) by Micro tunneling method from Rudra Nagar 33/11 KV Sub Station to Sagar Mela Ground under Kakdwip Division .
Estimated Amount	1,70,60,683/-
Cost of Bid Documents	Rs. 6000/- +18% GST (Non-refundable)
EMD amount	4,26,517/-
Completion time	within 45(Forty five days) days from the date of issuance of the Purchase Order/LOA

Intending bidders desirous of participating in the tender are to log on to the website <https://wbenders.gov.in> for the tender. The tender can be searched by typing WBSEDCL in the search engine provided in the website. Further other details including qualifying requirements please visit www.wbsecl.in or office notice board of the above office.

KEY DATES

Sl. No.	Activity	Date & time
A.	Date of uploading of NIT & other Documents (Publishing Date & time)	22.09.2020 at 15.00 hrs.
B.	Documents download start date	22.09.2020 at 15.00 hrs.
C.	Date & time of Prebid Meeting	24.09.2020 at 12.00 Hrs.
D.	Bid submission starting date	24.09.2020 at 16.00 hrs.
E.	Bid submission end date & time	06.10.2020 at 13.00 hrs.
F.	Last date of physical submission of Tender Cost and EMD (Offline)	06.10.2020 at 13.00 hrs.
G.	Techno-commercial bid opening date	07.10.2020 at 13.00 hrs.
H.	Techno-commercially qualified bidders' list uploading date	To be notified later
I.	Price bid opening date	To be notified later

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

Section II
INVITATION OF BID

INVITATION OF BID

1. SCOPE OF WORK:-

Drawal of 11 KV XLPE UG Cable 185 sq. mm 3 Core (R/L 14 KM) by Micro tunneling method from Rudra Nagar 33/11 KV Sub Station to Sagar Mela Ground under Kakdwip Division.

2. TECHNICAL ELIGIBILITY CRITERIA OF THE BIDDER:-

The bidder must have successfully completed similar nature of works of 11 KV or 33 KV UG cable to WBSEDCL/Other Power Utilities/Other Govt. Departments/CPSE/CPSU/SPSE/SPSU during last seven years subject to fulfillment of the following criteria:

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

3. COMMERCIAL ELIGIBILITY CRITERIA OF THE BIDDER:-

- a) Average annual turnover during last three years shall not be less than 30% of the estimated amount.
- b) Working capital in the year, proceeding the year of bid submission shall not be less than 30% of the estimated amount.
- c) In case documents certifying credit facility from a scheduled Bank is submitted, the requirement given in clause no (b) shall be judged by adding available credit facility and working capital taken together.
- d) Annual audited Financial Report for last three years to be submitted for verification in respect of bidders for whom audit of account is mandatory. For those whose audit of accounts is not mandatory they shall submit copy of IT returns along with related enclosures (Form 3CA and form 3CB) for last five years.

4. DOCUMENTS TO BE SUBMITTED BY THE BIDDER :-

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

executed during last seven years to WBSEDCL/Other Power Utilities/Other Govt. Departments/CPSE/CPSU/SPSE/SPSU along with work completion certificates from client.

- B
 - a) Average annual turnover during last three years
 - b) Documents from a scheduled Bank certifying working capital in the year proceeding the year of bid submission along with credit facility
 - c) Annual audited Financial Report for last three years (for whom audit of account is mandatory).
 - d) For those whose audit of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA and form 3CB) for last five years.

- C
- a) Trade License - for Proprietorship Firm
Partnership Deed, Trade License -for Partnership Firm
Incorporation certificate, Trade License - for Ltd Company,
Society Registration copy, Trade License- for Society/ Co-operative Society.
 - b) Self attested copy of Electrical Contractor's License with validity.
 - c) Self attested copy of Electrical Supervisor's Certificate with validity.
 - d) EPF registration
 - e) GSTIN
 - f) Professional Tax Paid Certificate
 - g) ESI Registration
 - h) List of Machinery and key personnel- The bidder along with his bid furnish a list of key personnel, tools, plant and machinery which he intends to use for the works.
 - i) PAN
 - j) Properly filled up Annexure-I (PROFORMA OF LETTER OF UNDERTAKINGS)
 - k) Properly filled up Annexure-II (PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT /FACILITIES)
 - l) Properly filled up Annexure-III (DEVIATION SHEET)
 - m) Properly filled up Annexure-IV (PROFORMA OF DECLARATION OF BLACK LISTING/ HOLIDAY LISTING.

Non-submission of any one documents as mentioned above will lead to cancellation of bid.

5. Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any authorized Certifying Authority (CA) under CCA, Govt of India (viz. nCode Solution, Safescrypt, e-Mudhra). DSC is given as a USB e-Token. After obtaining the Digital Signature Certificate (DSC) from the approved Certifying Authority they are required to register the fact of possessing the Digital Signature Certificates through the registration system available in the website.
6. Tender cost shall have to be deposited offline in the form of CTS 2010 compliant Demand Draft (DD) / Pay Order on any Scheduled Bank approved by Reserve Bank of India with validity of 3 (three) months drawn in favour of "West Bengal State Electricity Distribution Company Limited" payable at Kolkata. GST at the rate 18% shall be applicable on the cost of bid document. Tender cost is non- refundable.
7. Earnest Money Deposit amounting to Rs. 2,15,000/- (Rs. Two Lac fifteen thousand only), shall be submitted offline in the form of CTS 2010 compliant Demand Draft (DD) / Pay Order on any Scheduled Bank approved by Reserve Bank of India with validity of 3 (three) months drawn in favour of "West Bengal State Electricity Distribution Company Limited" payable at Kolkata.

Earnest Money Deposit in any other form or amount will not be accepted. No interest shall be payable for EMD.
8. WBSEDCL reserves its right to take decision keeping its financial interest. The provisions of Purchase Policy and other related policies of WBSEDCL with subsequent amendment will be applicable.
9. If the offer is submitted without or inadequate Earnest Money, the bid will not be opened. In case of incomplete offer, the tender will be liable for rejection and Earnest Money Deposit will be forfeited.
10. The tender shall remain valid for a period of 180 (One hundred and eighty) days from the date of opening of the Techno-commercial bid. However, WBSEDCL may, on the merit of 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.

11. Any evidence of unfair Trade Practices including over charging, price fixing, cartel etc. as defined in various statutes, will automatically disqualify the bidders.
12. WBSEDCL is not bound to accept the lowest tender and reserves the right to cancel any or all the tenders unilaterally.
13. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process.
14. 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 of WBSEDCL.
15. Price Bid of a bidder will be considered only if his Techno-commercial Bid is found acceptable by WBSEDCL. Decision of WBSEDCL will be final and absolute/binding in this respect. The list of techno-commercially qualified bidders will be displayed in the said website in due course.
16. Conditional / Incomplete tender will not be accepted under any circumstances.
17. Bids with any deviations will not be accepted.

NOTE:

1. WBSEDCL reserves the right to reject or accept any Bid or part thereof or all Bids received at its sole discretion without assigning any reason (s) whatsoever.
2. WBSEDCL reserves the right to go to divisible contract at L1 rate, if necessary.
3. WBSEDCL is not necessarily bound to accept the lowest offer.
4. Submission of Bidding Documents will not be construed to mean that such bidder is automatically considered qualified.
5. Tender submitted after expiry of scheduled date and time shall not be considered.
6. The Bidding Documents are not transferable.
7. Any extraneous conditions will be treated as non-responsive.
9. The Bids must be submitted in prescribed proforma only.
10. Formation of any Cartel, may lead to the cancellation of tenders with period measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.
11. Bidders shall ensure that all pre-requisites are duly fulfilled by them and if there be any dispute regarding non-submission of any document, WBSEDCL reserves the right to cancel the Bid unilaterally without assigning any reasons whatsoever.
12. The bidder is expected to examine carefully all instruction, conditions, Annexures, schedules terms, specifications and drawings of the bidding document. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, may lead to rejection.

Section III
INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

1. BIDDER'S RESPONSIBILITY

Total transportation (both roadways & waterways) of UG Cable from Kakdwip Divisional Store to Project site, i.e. in Sagar Island is Bidder's responsibility.

2. GENERAL GUIDANCE FOR e-TENDERING:

i) Registration of Bidder:

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

ii) Digital Signature Certificate (DSC):

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

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

c) Submission of Tenders:

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

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

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

ii) The bidders will have to quote their rates against all the items in the BOQ.

iii) In case of tenders, invited on percentage basis, if the percentage rate column is left blank, the bid shall be rejected.

In case of tenders, invited on item rate basis, if the rate is not quoted against any particular item of work, it will be construed that the item would be executed free of cost and the rates for other items of work are deemed to include its cost.

iv) The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. Bidders are in no way allowed to get any escalation of price against this contract.

v) Prices indicated in the schedule of prices deemed to include all the levies/duties/taxes/cess & all other incidentals payable as per statute excluding GST. Relevant GST rule is applicable for the work and shall be paid extra.

vi) Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the contractors, who resort to canvassing, will be liable to rejection.

vii) Before the deadline for submission of tenders, WBSEDCL may modify the bidding documents by issuing addenda. Any addendum thus issued shall be part of the bidding documents and shall be communicated through respective website.

viii) 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.

- ix) Tender shall not be allowed to be submitted after the deadline given in the NIT due to any reason whatsoever.
- x) The entire bid document including BOQ and Technical Specification should be read altogether while quoting the rate.

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. In this case, Rate should be quoted considering Transportation of materials by Road & River Transport (as required).

3. BID DOCUMENT:

The techno-commercial bid shall contain scanned copies of the following documents:

- a) Bid documents as uploaded by WBSEDCL.
- b) Scanned copy of CTS 2010 compliant Demand Draft (DD) / Pay Order towards tender fee as prescribed in the NIT, in favour of "West Bengal State Electricity Distribution Company Limited" payable at "Kolkata".
- c) Scanned copy of CTS 2010 compliant Demand Draft (DD) / Pay Order towards EMD as prescribed in the NIT, in favour of "West Bengal State Electricity Distribution Company Limited" payable at "Kolkata".
- d) Tender drawings (if any).
- e) Self attested copies of orders with work completion certificates from Client as mentioned in 4A of "Invitation of Bid".
- f) Average annual turnover during last three years
- g) Documents from a scheduled Bank certifying working capital in the year proceeding the year of bid submission along with credit facility
- h) Annual audited Financial Report for last three years (for whom audit of account is mandatory).
- i) For those whose audit of accounts is not mandatory they shall submit copy of IT returns along with related enclosures (Form 3CA and form 3CB) for last five years.
- j) Trade License - for Proprietorship Firm
Partnership Deed, Trade License -for Partnership Firm
Incorporation certificate, Trade License - for Ltd Company,
Society Registration copy, Trade License- for Society/Co-operative Society.
- k) Self attested copy of Electrical Contractor's License with validity.
- l) Self attested copy of Electrical Supervisor's Certificate with validity.
- m) EPF registration
- n) GSTIN
- o) Professional Tax Paid Certificate
- p) ESI Registration
- q) List of Machinery and key personnel.
- r) PAN
- s) Properly filled up Annexure-I (PROFORMA OF LETTER OF UNDERTAKINGS)
- t) Properly filled up Annexure-II (PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT /FACILITIES)
- u) Properly filled up Annexure-III (DEVIATION SHEET)
- v) Properly filled up Annexure-IV (PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING).

Failure of submit any of the above documents will render the bidder liable to be rejected for techno-commercial bid.

The above 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.	Certificate s	Certificate s	a)	Self attested copy of Electrical Contractor's License with validity.
			b)	Self attested copy of Electrical Supervisor's Certificate with validity.
			c)	EPF registration
			d)	GSTIN
			e)	Professional Tax Paid Certificate
			f)	ESI Registration
			g)	PAN
02.	Company Detail(s)	Company Detail	Trade License - for Proprietorship Firm Partnership Deed, Trade License -for Partnership Firm Incorporation certificate, Trade License - for Ltd Company, Society Registration copy, Trade License- for Society/Co-operative Society.	
03.	Credential s	Credential	Documents in support of : a) Three similar completed works (each) costing not less than the amount equal to 40 % of the estimated amount. OR b) Two similar completed works (each) costing not less than the amount equal to 50 % of the estimated amount. OR c) One similar completed works (each) costing not less than the amount equal to 80 % of the estimated amount. executed during last seven years to WBSEDCL/Other Power Utilities/Other Govt. Departments/CPSE/ CPSU /SPSE/SPSU along with work completion certificates from client.	
04.	Financial Information	Financial Information	a	Average annual turnover during last three years
			b	Documents from a scheduled Bank certifying working capital in the year proceeding the year of bid submission along with credit facility
			c	Annual audited Financial Report for last three years (for whom audit of account is mandatory).
			d	For those whose audit of accounts 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	Scanned copy of Bank Draft / Pay Order.	
06.	Tender Cost	Tender Cost	Scanned copy of Bank Draft / Pay Order.	

- 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 annexures with the bid document putting the signature with seal of the Company before uploading the tender viz. Annexure-I (PROFORMA OF LETTER OF UNDERTAKINGS), Annexure-II (PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF

- Price bid should contain the priced "Bill of Quantities" (BOQ) in one cover (folder). Bidder is to quote the rate on 'item rate basis' in the space marked for quoting rate in the BOQ.

4. VALIDITY OF BIDS:

Price bid of the tender shall be opened within a stipulated time limit from the date of opening of Techno-Commercial Bid, preferably within 30 (thirty) days.

The tender shall remain valid for a period of 180 (One hundred and eighty) days from the date of opening of the Techno-commercial bid. However, WBSEDCL may, on the merit of 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.

5. EARNEST MONEY DEPOSIT (EMD):

The bidder shall deposit the earnest money offline of amount as mentioned in the Notice Inviting e Tender, in the form of CTS 2010 compliant Bank draft/ Pay order in favour of "West Bengal State Electricity Distribution Company Limited" on any scheduled Bank approved by RBI & payable at "Kolkata" within stipulated deadline. Bidders shall collect D.C.R from the respective cash section after deposition of earnest money.

Tenderer shall not claim any interest on Earnest Money Deposit.

Exemption from deposition of earnest money shall not be allowed under any circumstances

The earnest money for the unsuccessful bidders shall be released after finalization of Tender on submission of original DCR copy along with an application.

The earnest Money shall be refunded to the successful bidder by the ordering authority after getting confirmation from the Controlling Officer that Performance Bond has duly been submitted and accepted.

The EMD shall be forfeited:

1. If any cartel is formed by the tenderer.
2. If during the period of validity specified by the bidder, the bidder withdraws/modifies its bid as a whole or part.
3. If bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
4. In case of successful bidder, if bidder fails to accept LOA/Order unconditionally and sign contract.

6. PRE BID MEETING:

- a) A pre bid meeting shall be arranged by WBSEDCL in which all the bidders will be requested to attend.
- b) If there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder may submit their queries to the tendering authority.
- c) Non attendance at the pre-bid discussion will not be a cause for disqualification of bidders.
- d) The clarification given in the pre bid discussion shall be final and binding on the bidder, being a part of the original Bid Document.
- e) Minutes of Pre-bid proceedings shall be uploaded in the e procurement portal.

7. BID WITHDRAWAL/MODIFICATION:

The bidder may modify or withdraw his bid after submission but within the deadline of 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. TECHNO-COMMERCIAL BID OPENING:

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

9. PROCESS TO BE CONFIDENTIAL:

- a) After the opening of 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. 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.

11. 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.

12. DETERMINATION OF RESPONSIVENESS:

Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document.

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.

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 correction.

13. CORRECTION OF ERRORS:

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.

If there be a discrepancy in figure and word the total amount stated in word shall prevail.

14. 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.

15. EVALUATION AND COMPARISON OF BIDS:

On examination of documents submitted under different covers, WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.

WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive.

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

Evaluated bid-price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract.

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

16. PROCEDURE OF EVALUATION:

Evaluation of tenders will be done in the following steps:

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

Step-2 Techno-Commercial Evaluation:

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. In case, it is felt necessary by WBSEDCL that post bid discussion are required, the same will be carried out individually with each bidder. The bidders will be required to confirm compliance with all the conditions of bidding document.

Step-3 Opening and evaluation of financial proposal.

Financial proposal of techno-commercially qualified bidders will only be opened & compared among themselves to determine the lowest evaluated bid. and as a result of this comparison, the lowest bid will be selected for award of contract.

17. RIGHT TO REJECT BIDS:

Lowest valid rate should normally be accepted.

However, WBSEDCL, does not bind itself to accept the lowest tender, reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action.

WBSEDCL reserves the right to split the work in parts at L1 rate and to add/delete any of the items, without assigning any reason whatsoever.

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.

Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.

Formation of any Cartel, may lead to the cancellation of tenders with penal measures as necessary and WBSEDCL reserves the right to take such unilateral decisions without further notice to anyone.

18. Placement of Letter of Award/Order

After approval of bid evaluation by WBSEDCL, 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 sign and return one copy of the L.O.A./Order to WBSEDCL as an acknowledgement of unconditional acceptance of the same within 7 (seven) days of issue of L.O.A./Order.

19. TAXES, DUTIES AND OTHER LEVIES:

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 WBSEDCL indemnified and harmless against any claims that may be made against WBSEDCL. 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.

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.

GST at specified rate shall be payable / allowable over & above the contract price to the selected bidder having GSTIN.

20. LAWS GOVERNING CONTRACT:

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

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

23. CORRUPT OR FRAUDULENT PRACTICE:

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

"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.

Will reject a proposal for award if WBSEDCL determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.

Will declare a Firm ineligible either indefinitely or for a stated period of time if WBSEDCL determines any time that the firm has engaged in corrupt or fraudulent practices in competition for, or in executing the contract.

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

GENERAL CONDITIONS OF CONTRACT

Definition of Terms:

- In writing these General Conditions of Contract, one specification and Bill of quantity/bidding schedule (schedule of work) the following words shall have normally the meanings here-in-after indicated unless there is something in the subject matter of content inconsistent with such construction.
- The Department shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD, having its Office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata-700091
- The Controlling Officer shall mean the Engineer designated by WBSEDCL for the purpose of this contract.
- The Contractor shall mean the Bidder who will be awarded with the Contract by WBSEDCL and shall include the contractor's executors administrators, successors and permitted assignees.
- Equipment/materials shall mean and include all type of construction equipment & materials etc. required for true and satisfactory completion of the work under this contract.
- Workmanship shall mean the method/manner in which the jobs of the different items, whether included in the schedule or not but are required for true & satisfactory completion of the work under this contract, are executed.
- General Conditions shall mean all the clauses of General Conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto.
- The terms Services shall mean all works to be undertaken by the contractor as laid down under the head "scope of contract" or elsewhere in the specification enclosed.
- Month shall mean calendar month.
- "Writing" shall include any manuscript, type written, printed or other statement reproduced in any visible form.
- The work 'Site' shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.

1. SECURITY DEPOSIT:

Security money shall be deducted from the bill @ 10 % (ten percent) of the total Order value.

After completion of warranty period or defect liability period whichever is later, and on completion of satisfactory rectification of defects, if any, reported within the warranty period/defect liability period, the Security Deposit shall be released only after receipt of the application from the selected bidder against certification of the Controlling Officer.

The Security Deposit is liable to be forfeited in case of non- compliance of order or failure to complete the order.

2. Defect Liability Period:

The term 'defect liability period' shall mean the period of six (6) months from the date of acceptance/takeover of the same by WBSEDCL after successful completion of the work or expiry of one full monsoon period, i.e. from June to September whichever is later.

Defects/rectification work so notified within the defect liability period, shall have to be attended by the selected bidder and necessary replacement of material/rectification should be done by them at their own cost and responsibility within the specified date or as deemed justified by the Controlling Officer & to the satisfaction of the Controlling Officer.

3. Warranty

The "Warranty" 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 including workmanship etc. along with the manufacturer's warranty certificate. The Decision of WBSEDCL shall be final and binding on the Contractor.

The date of warranty for the product/material as given by the manufacturer should be as per general

practice as in vogue. The warranty period should start from the date of acceptance/takeover of the same by WBSEDCL after successful completion of the work

Water proofing company has to ensure minimum 10 (ten) years warranty for the water tightness of the structure.

For water proofing, external finishes like structural glazing, ACP cladding, warranty for a minimum period of 10 (ten) years shall have to be given by the manufacturer for the materials along with cross warranty of the work by the contractor.

In case any defect is observed during this period of warranty, the contractor shall be liable to rectify all those defect observed as intimated by WBSEDCL at the risk and cost of the contractor.

4. Completion of Work:

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

The work is to be completed within 45 (Forty five) days from the date of issuance of the Purchase Order/LOA.

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

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 Controlling Officer.

5 Manner of Execution of Work

1. Detail scope of work for Micro Tunneling with HDPE Pipe for under ground cable laying are mentioned below:

- a) The Micro-tunneling work with HDPE Pipe of 160 mm. dia as per IS 4984-1995 by Horizontal direct drilling method may be done for laying of different sizes of underground cables along the route for main crossing point of NH/SH/Metal road, Railway/River/Canal, other pipelines/installations of different utilities as per direction of controlling officer. (Cost of materials, labour, hiring charges of tools, plants, machineries etc, transportations, incidentals are to be borne by the Contractor)
- b) Ground penetrating Radar Survey along the proposed Micro tunneling route for identification of underground services is to be adopted during Micro tunneling work.
- c) Requisite safe drilling inspection pits and test pits, wherever necessary, are to be executed during micro-tunneling work.
- d) Guided boring/drilling Technology is to be used
- e) In horizontal and vertical boring system should be capable upto 10 m below ground level.
- f) Depth of boring should be as to clear any underground utilities/obstructions. Minimum depth of boring for road crossing should be 1.65 m from the crust level of road. The micro-tunneling should be at least 2 m below the design bed level of the Channel/Canal.
- g) Radio or any other detection system should be used for avoiding damage to existing underground utilities like electric cables, water pipe lines, sewerage line, telcom copper cables, optical fibers, gas pipe lines etc.
- h) The record of depth of laying HDPE pipe through Micro -Tunneling below canal/road/railway/other utilities should be maintained at an interval of 5m.

- i) Necessary data from the appropriate different authorities for crossing point are to be obtained for micro-Tunneling work with the assistance of WBSEDCL.
 - j) Proposed Micro-Tunneling diagram with land mark along with depth profile are to be submitted for obtaining approval from the respective utilities before execution. After execution of Micro-Tunneling work, route profile are to be submitted for record.
- 2 The contractor shall obtain the clearance/approval from the Controlling Officer before the commencement of any type of work.

The contractor shall execute, complete the work as per direction of the Controlling Officer of the work.

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.

- 3 Work beyond normal working hours and on Sundays/Holidays shall be executed with prior intimation and permission thereof by the Controlling Officer.
- 4 Bar chart showing all activities needs to be submitted before commencement of work.
- 5 Unless otherwise specified elsewhere in this Contract, all work under this Contract shall be carried out in accordance with the technical specification along with the PWDSOR, National Building Code as well as latest issue of relevant Indian Standard Code 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.

The relevant clauses of G.C.C. shall also be applicable and should be read in conjunction with this "Technical Specification".

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 G.C.C.
- 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.

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 in writing to procure materials, equipment etc. beyond the list of approved materials mentioned in the B.O.Q. as well as in Technical specifications of equivalent quality.

- 6 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.
- 7 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 materials shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.

8. Contractor's establishment and stack yard:

Due to inadequate space available within the working site, the contractor has to arrange open

area next to site at his own cost for the construction of temporary structures and other works which are essential during the complete tenure of construction period :----

- i) Contractor' site office.
- ii) Contractor's godown
- iii) Labour camp.
- iv) Steel stack yard
- v) Stack yard for construction materials like stone chips, sand, bricks etc.
- vi) Stack yard for scaffolding and shuttering materials.

No separate payment will be made for hiring open area in this regard. No extra cost will be paid for double storage and carriage etc. Rate quoted by the contractor deemed to have taken care of all such factors.

- 9. 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.
- 10. All works shall have to be carried out with due regard to the convenient to the surrounding establishments/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 construction of work must be done in such a way as not to dislocate or disturb any sewerage system and existing other structures.

11. Power for construction

Construction power may be provided by WBSEDCL, if applied for by the Contractor as per prevailing rules and regulations of WBSEDCL. However, all charges for the construction power shall have to be borne by the Contractor.

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 from WBSEDCL, the contractor will have to arrange the same at his own cost.

Alternatively, the Contractor shall have to arrange required capacity D.G. set at his own cost, risk and responsibility to work. Necessary permission to operate DG set to be obtained from the concerned authority by the Contractor. Arrangement of DG may also be kept for exigencies or power failure.

- 12. The contractor has to make arrangement for temporary cover to enable Electrical works to continue if interrupted due to rains during monsoon.
- 13. 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.
- 14. Prior to the commencement of external finishing work including painting work, the contractor has to make "mock up" sample for approval at free of cost. Relevant clause(s) of the technical specification shall also be applicable.
- 15. 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.
- 16. All manuals, brochures etc. shall be handed over to WBSEDCL immediately after execution and testing of each part of the relevant work.
- 17. 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.

18. All dismantled departmental materials shall have to be returned to store / disposed and stacked in a place (within 500 m lead) provided by WBSEDCL without any extra cost to WBSEDCL.
19. Materials brought to the site shall not be removed from the site without the written consent of the WBSEDCL.
20. After completion of work, the finishes shall be of high quality and of approved standard.
21. 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.

22. Contractor to submit program:

Within 14 (fourteen) days from the date of issue of LOA/ Order, the intending bidder shall submit a program showing the order, procedure and method in which he proposes to carry out the work.

23. Contractor's staff at site:

The intending bidder shall provide at site his authorized representative duly approved by the Controlling Officer (approval may be withdrawn for a particular person, if necessary). The contractor and/or his authorized representative is to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on behalf of the contractor) direction's and instructions from the Controlling Officer or his representative.

24. Removal of persons employed at site:

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

25. Setting out:

The Contractor shall set out the building or other involved works after clearing the site and get the same approved by WBSEDCL.

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, shall at his own expense rectify such error to the satisfaction of the Controlling Officer.

It shall be the responsibility of the Contractor to install substantial reference marks, bench marks etc. and maintain them as long as required by WBSEDCL.

26. Protection of work:

During work, all necessary precautions and safety norms shall have to be strictly followed.

The contractor in connection with the work, shall provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary if required by WBSEDCL 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.

27. Care of works:

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

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.

All necessary precautions to be adopted at site by the contractor to prevent damage, injury to any adjoining or other properties or to any labour or any person. Necessary signage, segregation has to be organized by the contractor at his own cost.

However, even if any damage occurs to any property during execution, have to be rectified as directed by Controlling Officer at the cost of the contractor and with the satisfaction of WBSEDCL.

In case of any injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.

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

All scaffolding and ladders required for the proper execution of the work shall be provided by the Contractor. The scaffolding should be stout and strong to prevent any collapse or displacement. Proper measure for safety of workmen working on scaffolding should be taken by the Contractor.

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.

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

29. 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.

30. Workmen's compensation for accident or injury to ant workmen:

WBSEDCL 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.

31. Facilities for other contractors:

The contractor shall afford all reasonable facilities for any other contractor employed by

WBSEDCL in execution on or near the site of any work not included in the contract

32. Quality of materials & General Standards of work

The selected bidder commits himself to use first class materials and assumes full responsibility for the quality of all material incorporated or brought for incorporation in the work. The work shall be executed in accordance with best engineering practice and as per direction of WBSEDCL.

WBSEDCL will undertake quality surveillance and quality audit of the Contractor's/Sub contractor's works, systems and procedures and quality control activities. The Contractor further agrees that any change in the Quality Plan will be made only with WBSEDCL approval. The Contractor shall also perform all quality control activities, inspection and tests agreed with WBSEDCL to demonstrate full compliance with the contract requirements.

The selected bidder shall provide WBSEDCL with the necessary facilities for carrying out inspection, quality audit and quality surveillance of Contractors and its Sub-Contractor's Quality Assurances System.

The selected bidder shall be responsible for the proper execution of work as per drawing. The work beyond the customer's hold points will progress only with the WBSEDCL consent.

33. Surveying and Staking

It is the express responsibility of the Contractor to bring to site all surveying instruments necessary for the marking out, fixation of levels, etc. and conduct these survey operations himself with utmost accuracy. The Contractor shall put-up stable bench marks etc. as necessary for the work. Representative (s) of WBSEDCL may become present when this work is being carried out and will inspect all these operations with the Contractor's assistance. The Contractor shall be entirely responsible for accurate setting out of the work and he shall at his own expense make good any defects arising from errors in line and levels.

Before commencement of excavation, spot levels on an approved grid covering the entire plot shall be taken by the Contractor in consultation with WBSEDCL and a proper record of these levels shall be kept jointly signed by the Contractor and WBSEDCL.

34. Access to site, approach roads and roads within the premises

The Contractor shall at his own cost provide all approach roads required for the purpose of carrying out the work in the most expeditious and efficient manner and shall remove the temporary roads on completion. He shall acquaint himself thoroughly regarding condition and suitability of public roads leading upto the limits of the premises and will provide vehicles for transportation of materials which meet the requirements of these road conditions. It shall also be responsibility of the Contractor to maintain at his own cost these roads till the construction is completed. The tenderer shall also acquaint himself with local laws and By laws and complying with all police and traffic requirements.

35. EARTH WORK

Excavation

Excavation for trenches over areas and for pits, etc. shall be done to widths, lines and levels as shown in drawings or to such lesser or greater widths lines and levels as directed. The bottom and side of excavation shall be trimmed to required levels, profile, etc. watered and thoroughly rammed. Where the Contractor excavated below required level in good ground inadvertently or carelessly they shall make up the void in concrete (1:5:10) at his own expense. In general, during excavation the Contractor shall take necessary precaution to retain earth (viz sal ballah piling, shoring etc) so that the earth will not slide or fall down to avoid any accident and hamper the progress of work at his own risk & responsibilities. They will take necessary step to prevent the damage the adjacent structure or existing services. They shall repair and make good any such damage at their own expense

to the satisfaction of WBSEDCL. A suitable path for men and materials around the excavated pit should be maintained throughout the work.

Shoring

The sides of excavation should be timbered and supported in such a way as is necessary to secure these from falling in and the shoring shall be maintained in position as long as necessary. The Contractor shall be responsible for the proper design of the shoring to be approved by WBSEDCL to hold the sides of the excavation in position and ensure safety of persons and properties. The shoring shall be removed as directed after the items for which it is required are completed. Unless & otherwise mentioned in the schedule of quantities, no extra payment will be made for shoring, unless & otherwise specifically instructed in writing by WBSEDCL over and above the general requirement as mentioned under the heading "Excavation" in this tender document.

Dewatering

All water which may get accumulated in excavations during the progress of work from whatever cause or source, shall be bailed or pumped out as necessary. The rate for excavation shall be deemed to include for the same

Silver sand filling

Filling sand may be silver sand having silt content less than 5% by weight and 300mm compacted thick layers will be spread, wetted & saturated to achieve the compaction. However, for any special case, WBSEDCL may instruct filling by sand other than silver sand which the Contractor shall comply. The specification etc. shall be guided by relevant IS code.

Filling

Filling under floors or other places indicated shall be done by fine sand or silver sand brought from outside by the Contractor. The material should generally be good quality. Filling shall be done in layers not exceeding 15 cm. thick and each layer shall be fully inundated and consolidated properly by 8 to 10 tones power rollers in the case of where floor is coming or pneumatic rammers wherever conditions permit. If it is not possible, the consolidation shall be done by hand rollers and pneumatic/plate vibrator followed by hand rammer. The surface of the filling shall be finished true to lines and levels as required. The filling shall be compacted in such a manner as to guarantee full stability. The compaction shall be such that minimum relative density obtained on testing is 90%. In general, test shall be performed for every 1000 M2 of compacted area. The filling final level after compaction then cutting and ready to take up soling work under the floor item, shall be checked by WBSEDCL.

Disposal of excavated materials

All materials unearthed shall be removed from the site of excavation and disposed off during excavation with prior written permission of WBSEDCL from the site in an approved manner with the approval of local authority. The disposal of the materials can be in any of the following ways as directed by WBSEDCL:

1. Removal of surplus material outside the plot for disposal.
2. Removal of surplus materials to a particular place / dumping ground as directed by WBSEDCL. No extra claim on any account will be entertained. The Contractor must also secure the approval of WBSEDCL regarding the quantity of surplus materials to be removed prior to commencement of this item of work.

Back filling

All shoring and form work shall be removed after their necessity ceases and trash of any sorts shall be cleaned out from the excavation. All space between foundation masonry or concrete and sides of excavation shall be refilled to the original surface with approved excavated materials in layers 15 cm in thickness watered and rammed. The filling shall be done after concrete or masonry is fully set and done in such a way as not to cause undue thrust on any

part of the structure. Where suitable excavated materials is to be used for refilling, it shall be brought from the place where it is temporarily stacked and used in refilling.

No excavation of foundation shall be filled in or covered up until all measurements of excavation, masonry, concrete and other works below ground level are jointly recorded. Black cotton soil shall not be used for back filling or in plinth filling.

Measurements

Measurements for all excavation, filling, carting away and earthwork shall be in solid measure. The rates quoted by the tenderers are thus for solid measure units. The following factors shall be applied to obtain quantities of solid measure.

- Excavation : No reduction in volume (as per drawing area).
- Filling : Volume shall be determined and consolidated by levels taken before and in layers after compacted filling and by measuring the length and breadth as required.

The mode of measurement for various types of excavations shall be as under:-

- a) In case of trenches, pits and areas, measurements shall be on the basis of size of foundation & the depth of bottom of foundation (bottom of bed concrete if provided) formation. Surface dressing shall be measured in plan projection only.
- b) In case of pipe trenches and drains, measurement of width of trench shall be diameter of the pipe plus an allowance of 50 cm. to allow for collars, flanges etc.
- c) The relevant clauses of IS Code and/or PWDSOR shall be applicable.

Sub-grade conditions

Sub soil investigation report will be provided by WBSEDCL, if sought for by the Contractor in writing.

Brick Soling

Where brick soling is required to be provided, it shall conform to the following specifications:-

It shall be flat of the bricks touching each other as per item. Soling shall be closely packed leaving no interstices or gaps. The interstices to be filled with fine sand and shall be sprayed with water. If crevices appeared between two bricks after spraying with water it shall be mended again by spreading fine sand.

6. Manner of Execution of Contract/Agreement

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

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.

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

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

The Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede 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 the Contractor & WBSEDCL.

7. Variation, Omission. Addition & Alteration

If specification of any items of work is not covered in the Bid Documents, the same shall be guided from PWD Schedule of Rates.

The Contractor shall not modify the work except under direction in writing by WBSEDCL. 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. WBSEDCL 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.

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.

8. 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.

9. 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.

10. PRICE

The quoted price should be firm. There will be no price variation during the pendency of the contract period or thereafter. You are in no way allowed to get any escalation of price against this contract.

11. GST:

GST shall be allowed over and above the quoted amount at the prevailing rate & applicable value.

12. 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.

13. Compliance of Labour Laws:

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

14. Night and Holiday Work:

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

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

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

should be adopted in deciding the applicability of the Act and each case should be considered on its own merits.

16 Supplementary works:

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

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

OR

The rates should be analyzed, to the mutual acceptance from present market rates of different elements involved in the item, against documentary evidence, with 5% overhead, contractor's profit as 10% and 1% cess towards BOCWWC Act, 1996. In that case contractual rate of quotation will not be applicable.

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

17 Mode of Measurement:

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

The contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing and measurement of work at his own cost.

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

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

18 Sample Approval:

All materials shall be procured after approval of brand and make by WBSEDCL.

No claim shall be entertained by WBSEDCL for sampling, testing, mock up, approval of samples, documentation, shop drawings etc.

All product manuals, colour shades, descriptions, brochures, etc. for different kind of work are to be submitted with in advance (at least 15 days before) for getting approval from WBSEDCL for actual execution. Further, supplements, requisites etc., if asked for by WBSEDCL to arrive at a decision towards approval of a particular item/work shall have to be provided by the Contractor at his own cost and responsibility.

The contractor shall have to follow the standard technical specification of WBSEDCL, relevant IS and PWD specification and National Building Code for the work. All relevant IS Codes or specifications along with WBSEDCL specifications shall be applicable in general.

The contractor shall however, obtain approval of samples of materials along with standard brands/manufacturer from the Controlling Officer prior to bringing in at site. Such samples shall be submitted before the work is commenced and with ample time to permit tests and examinations thereof. No material should be brought in or used for the work without prior approval.

The Controlling Officer shall have every discretionary power to allow or disallow any materials based on submission of the sample (s) by the Contractor.

All approved samples shall be kept at site at the risk and cost of the Contractor for the entire period of Contract.

If the materials brought at site for use at work does not match with the sample (s) thus approved beforehand by the Controlling Officer, then Controlling Officer shall have the discretionary power to reject those materials brought to site for use at work and instruct the Contractor to remove those materials forthwith. The decision of the Controlling Officer shall be binding to the Contractor.

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.

In case of any anomaly / contradiction, decision of WBSEDCL shall be final and binding on Contractor.

No extra claim shall be admissible for sample testing, sample approval, testing of sample at site etc to the Contractor and shall be considered as deemed to have been included in the rates quoted by the Contractor.

19 Defective Material

If in the opinion of the Controlling Officer, any of the materials brought to the site for use are not of the quality as specified in the contract and/or are unfit for the work, Controlling Officer 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 Controlling Officer 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.

20 Drawing

The work shall be carried out as per the instruction and to the satisfaction of the Controlling Officer in accordance with the drawings duly approved by Controlling Officer, the specification and schedule of quantities and also as per any further drawings which may be supplied, all instructions which may be given by the Controlling Officer from time to time.

The tenderer should clearly note that all the drawings cannot be given or handed over at a time. However, WBSEDCL shall make every effort to provide the detailed drawing in time so that work does not suffer. Failure to provide drawing (s) in time shall not be cited as reason for delay in progress of work and no claim whatsoever, on any ground shall be entertained in this regard.

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

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.

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

WBSEDCL shall have the right to modify/change the working drawings/ construction drawings even after issue of the same to the Contractor. No claim shall be entertained in this regard.

21. Inspection & Testing and submission of test Certificate:

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.

The Controlling Officer 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 may further ask the contractor for testing of particular material, preferably from Government Test Houses/ Laboratories 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.

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

All in-situ tests shall have to be carried out in presence of the authorised representative(s) of WBSEDCL at site with prior intimation (at least 72 hours before) to the satisfaction and acceptance of WBSEDCL with attaining the applicability/functionality of the works/materials/equipment etc., as the case may be.

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. The Contractor shall submit the reports/results duly authenticated by him and/or WBSEDCL's representative at site present during the test/ authorised 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.

No extra claim for any test, re-test including the tests for pre-commissioning as well as commissioning whatsoever, shall be entertained by WBSEDCL.

22. SCHEDULE OF PAYMENT:

1 st R/A Bill	At least 20% but not exceeding 25% of the Contract value/Ordered value.
2 nd R/A Bill	At least 20% but not exceeding 25% of the Contract value/Ordered value.
Final amount	Balance amount as arrived after deducting the 1 st R/A Bill & 2 nd R/A Bill.

The 1st R/A Bill shall be payable at least after 20 days from the date of commencement of work & completion of 35% value of work

The 2nd R/A Bill shall be payable at least after 40 days from the date of commencement of work & completion of 70% value of work.

The eligibility of all the payment shall be based on certification & measurement of work by the official entrusted in the Order.

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

23. Safety Rules:

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

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

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

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

When the work is done near any place .where there is risk of drowning, all necessary equipment shall be

provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of work.

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

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

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

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

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

i) Reporting of Accident:

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

ii) Serious Injuries:

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

To provide first aid at his own First Aid Station.

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

To report the accident to WBSEDCL.

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

iii) Penalty

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

24. Liability of Accidents and Damage:

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

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

If any such payment has to be made by WBSEDCL under order of appropriate authorities, the same shall be recovered from the contractor.

25. Submission of indemnity bond

The selected bidder have to submit indemnity bond within fifteen days from the placement of LOA to the Controlling Officer.

26. Idle Labour/Machinery:

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

27. LIQUIDATED DAMAGE

If the selected bidder fails to complete the work within the time prescribed herein, then he will pay to WBSEDCL a sum amounting to half percent (1/2%) of the total contract price as liquidated damage for delay of every week or part of a week subject to a maximum of ten percent (10%) 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 due to you or which may become due to you or from the Security Deposit. The deduction of such Liquidated damages shall not relieve you from your obligation to complete the work or from any other obligations and liabilities under the contract.

In case of failure to rectify defects/rectification work, so notified within the defect liability period, within the specified date or as deemed justified by the Controlling Officer, you will also be liable to bear liquidated damage (L.D.).

28. TERMINATION OF CONTRACT :

If you 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 WBSEDCL, the WBSEDCL shall have right to terminate the order after giving notice in writing to you. If the contract is terminated as above, you shall have no claim for compensation against WBSEDCL for any loss or deterioration of any materials that you may have collected or engaged or entered into on account of the work.

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 acts of God, acts of the public enemy, acts of Governments, fire, flood, epidemics, quarantine restriction, strikes, freight embargos and provided that you shall notify WBSEDCL in writing of the cause of delay within 10(ten) days from the beginning of such delay. WBSEDCL shall verify the facts and grant such extension as found to be justified without imposing liquidated damage.

WBSEDCL shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public dine to any resistance towards work.

30. Sub-letting of Contract:

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

31. RISK PURCHASE :

In the event of the contractor's inability/non-response to accept and take up the work as per the order & contract agreement, WBSEDCL reserves the right to terminate the contract with forfeiture of E.M.D. 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 WBSEDCL. WBSEDCL shall have the right to engage any other Contractor to complete the work and any extra cost incurred by WBSEDCL to 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 for this contract or any other contract under WBSEDCL.

Risk & Cost clause in line with the conditions of contract may be invoked in any of the following cases :

- i. Your poor progress of the work vis-à-vis execution timeline as stipulated in the Purchase Order, backlog attributable to you including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution.
- ii. Withdrawal from or abandonment of the work by you before completion of work as per Purchase Order.
- iii. Non completion of work within scheduled completion period as per contract or as extended from time to time, for the reason attributable to you.
- iv. Termination of contract on account of any other reason(s) attributable to you.
- v. 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 WBSEDCL. The relevant clause (s) of the bid document shall be applicable also. Assignment, transfer, subletting of contract without WBSEDCL's written permission resulting in termination of Contract or part thereof by WBSEDCL.
- vi. Non-compliance to any contractual condition or any other default attributable to you.

32. Settlement of Disputes:

All disputes concerning question of act arising under the contract shall be decided by the WBSEDCL 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 Calcutta High Court shall have exclusive jurisdiction in all matters arising under the Contract including settlement of disputes.

33. **Transportation**

Total transportation (both roadways & waterways) of UG Cable from Kakdwip Divisional Store to Project site, i.e. in Sagar Island is Bidders responsibility

34. **CONTROLLING OFFICER:**

The Divisional Manager, Kakdwip Division shall be the Controlling Officer.

Controlling Officer's decision is final in respect of all matters which are left to him 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.

35. **SUPERVISING OFFICER:**

The Assistant Engineer (Tech), Kakdwip Division shall be the Supervising Officer and You are requested to execute the work in consultation with the controlling officer of the work or his authorized representative.

36. **NODAL OFFICER:** The Assistant Manager (HR &A), Kakdwip Division shall be the Nodal Officer.

37. Paying Authority:

The Assistant Manager (F&A), Kakdwip Division shall be the Paying Authority.

Section VII
TECHNICAL SPECIFICATIONS OF CONTRACT

TECHNICAL SPECIFICATION FOR GENERAL ELECTRICAL WORK

1. GENERAL

1.1. Scope of work

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.

This technical specification is general in nature & description. The relevant description of a particular item shall be guided by the item description in the Schedule of Rates of this Bid Document. THE WBSEDCL along with relevant IS Specifications shall have to be followed as a general guideline. In case of any dispute/discrepancy, the decision of the Controlling Officer shall be final & binding on the bidder.

The work contemplated under this contract includes General Construction for the aforesaid project, all as detailed in the Bill of Quantities, Specifications and Drawings.

Such other works which are not included in the aforesaid Bill of Quantities are generally intended to be executed through a separate agency. Notwithstanding the above, the WBSEDCL (West Bengal State Electricity Distribution Company Limited) reserve the right to order additional works under the same Contract. The WBSEDCL also reserve the right to omit any item of work included in the aforesaid Bill of Quantities and award the same to any other Contractor or not perform it at all at their discretion and the Contractor shall not have any claim because of the same.

The Contractor for this work shall be required to work in co-operation and co-ordination with other agencies on site and give them all reasonable assistance and help for the execution of the work in an efficient manner all as directed. The words "approved" or "as directed" shall be deemed to convey approval or the discretions of WBSEDCL.

a. Indian Standard Specifications

The particular Specifications for the work is as detailed hereinafter. These specifications shall be read in conjunction with the relevant Indian Standard Specifications and the obtainable local practice as detailed in various regional handbooks of practice and the work shall be executed accordingly. Where the specifications in any of the standards are at variance with the specifications detailed herein, the specifications herein shall govern.

In case of any ambiguity/contradiction among different specification, the decision of WBSEDCL shall be final and binding on the Contractor.

1.3. Measurements

The mode of measurements, wherever possible is specifically mentioned in these documents, where it has not been mentioned, it shall be as per provision of the PWDSOR and relevant Indian Standards IS 1200 . All the measuring equipments , labour , manpower and other accessories necessary, shall be provided by the Contractor at his own risk and cost .

Section-VIII
ANNEXURES

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**

**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:

SI. No.	TYPE OF FACILITY	SANCTIONED 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

DEVIATION SHEET

N.I.T. NO. ZMK/Elec./e-Tender/20-21/14 Date : 15.09.2020

1. If the proposal has got any deviation from the Technical Specification, the tenderer shall tabulate those deviations here clause by clause.

Sl. No.	Clause No.	Description	Deviation offered	Remarks

2. If the proposal has got any deviation from the requirement of the commercial terms specified, tenderer shall tabulate those deviations here clause by clause.

Sl. No.	Clause No.	Description	Deviation offered	Remarks

Signature with Seal

NOTE : A complete list of deviation from the 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 with reasons.

When there is no deviation, this sheet is to be submitted with the offer duly signed with an endorsement indicating "No Deviation".

Deviation mentioned anywhere in the bid will not be accepted.

WBSEDCL have the absolute discretion to summarily reject the bid with any deviation.

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

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

AND

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

WHEREAS the WBSEDCL 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 WBSEDCL at present).

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

NOW THEREFORE, WBSEDCL 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. WBSEDCL agrees to pay the contractor as per the Letter of Award no dt..... referred to above.
3. Both the Contractor and 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.

SIGNED, SEALED AND DELIVERED

.....
Contractor
.....
Witness
.....
Witness

.....
WBSEDCL
.....
Witness
.....
Witness

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/firm

after having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited, a government undertaking company within the meaning of sec. 617 of the Company's Act, 1956 having registered office at Bidyut 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 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, 1923 (W. C. Act) and/or other laws relating to the Labour Management and Welfare.

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

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

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGORS.
2. THAT the OBLIGOR/OBLIGORS will take/adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT the OBLIGOR/OBLIGORS undertakes/undertake to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or non-managerial or any other capacity in the area covered under Employee' State Insurance Act, 1948 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, 1948.
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 1948, 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. Act or any other laws for the time being in force.
7. THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Employee Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in

accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGORS is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGORS.

8. THAT, if at any time, due to exigency, the OBLIGEE i.e. the West Bengal State. Electricity Distribution Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGOR/ OBLIGORS or for any other reason, the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR/OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR/OBLIGORS.
9. THAT the OBLIGOR/OBLIGATOR is/are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/OBLIGATOR.

SIGNED AND DELIVERED BY

THE OBLIGOR/OBLIGORS

.....

.....

Signature

WITNESS:

1) Name, Designation

.....

.....

Signature

2) Name, Designation

.....

.....

Signature