

**THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED**  
**( A Government of West Bengal Enterprise)**  
**CIN : U40104WB1985SGC039154**

**Notice Inviting e-Tender(NIT) no.**

**WBDCL/CORP/NIT/E1568/22-23 Dtd:-26/07/2022**

**Tender Document**

**for**

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**E-tender cum Reverse Auction for Construction of earth embankment  
& road with paver block over WBM surface at Bankura Railway siding**

**Tender Inviting Authority: The General Manager (M&C), Corporate Office, WBDCL  
Bidyut Unnayan Bhaban, Block - LA, Plot No. 3/C, Sector-I I I,  
Salt Lake City, Kolkata – 700106**



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## BID INFORMATION SHEET

Aspect		Description of Aspect
Title of the NIT	:	E-tender cum Reverse Auction for Construction of earth embankment & road with paver block over WBM surface at Bankura Railway siding
NIT NO. & Date	:	S-588, WBDCL/CORP/NIT/E1568/22-23 Dtd:- 26/07/2022
Publication date	:	08/08/2022 from 16 : 00 Hrs
Document Download start date	:	08/08/2022 from 17 : 00 Hrs
Bid submission start date	:	10/08/2022 at 10 : 00 Hrs
Bid submission end date	:	24/08/2022 at 10 : 00 Hrs
Technical Bid opening date	:	26/08/2022 at 10 : 05 Hrs
Uploading of Technical Bid Evaluation sheet	:	To be notified through system generated message
Financial Bid opening date	:	To be notified through system generated message
Uploading of Financial Bid evaluation sheet	:	To be notified through system generated message
Mode of Tendering	:	Open E-Tendering cum Reverse Auction
Estimated Cost	:	Rs.2,66,64,069/- including GST
Cost of the Bid	:	Not Applicable
Bid Security/ EMD	:	Rs.5,40,000 /-
Address of Communication	:	The Dy.General Manager (CIVIL-M&C), The West Bengal Power Development Corporation Limited, Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar, Kolkata-700 106 Telephone: 033 2339 3495, Email: <a href="mailto:s.kdutta@wbpdcl.co.in">s.kdutta@wbpdcl.co.in</a>
Contact Person	:	The Manager (Civil-M&C) Email: <a href="mailto:subhattacharya@wbpdcl.co.in">subhattacharya@wbpdcl.co.in</a> Contact No: 033-23393627 ----- For Technical Part: The Sr. Manager (Civil-P) Contact No: 033-23393365
Date of Commencement :	:	From the date of issuance of Letter Of Award (LOA).
Security deposit	:	As described in Clause no. 1.4 of section-IV.
Payment Terms	:	As described in Clause no. 1.2 of section-IV.
Liquidated damages for Delay (LD Clause)	:	0.5 % of Contract value for per week delay or part there of subject to a maximum of 10% of the contract value.



## SECTION I : INSTRUCTION TO THE BIDDER

**E-Tender cum Reverse Auction** is hereby invited by the General Manager (M & C), WBPDC for “Construction of earth embankment & road with paver block over WBM surface at Bankura Railway siding” as detailed below, through electronic tendering from the resourceful, well experienced and financially sound Agencies/ Companies.

### 1 Introduction

The West Bengal Power Development Corporation Limited (WBPDC) is a Govt. of West Bengal Enterprise and the largest power generating utility in the state of West Bengal. It has an existing installed capacity of 4745 MW at its 5 (five) power plants. The Corporate Office of WBPDC is situated at Bidyut Unnayan Bhaban” at Salt Lake, Sector III, Kolkata 700106.

The details of the proposed job is as follows:

- i) Package-A : Partial widening of Bankura railway siding platform at Bankura
- ii) Package-B : Repairing of road from Keranibandh road to Bankura railway siding at Bankura

### 2 General guidance of e-tendering

Interested bidders are requested to log on to the website <https://wbtenders.gov.in> to participate in the bid.

### 3 Registration of Bidders

Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Govt of India. (viz. nCode Solution, Safescrypt, e-Mudhra, TCS, MTNL, IDRBT ) or as mentioned in e-tendering portal of GOWB <https://wbtenders.gov.in>. DSC is given as a USB e-Token. After obtaining the Class II/III Digital Signature Certificate (DSC) from the approved CA they are required to register the Digital Signature Certificates through the registration system available in the website.

### 4 Collection of Tender Documents

Interested bidders will have to download the tender documents from the website <https://wbtenders.gov.in> directly with the help of the e-Token provided. This is the only mode of collection of tender documents.

### 5 Pre-Bid Meeting

Not applicable



## 6 Tender Fee

Not Applicable.

## 7 Earnest Money

### A) Value of EMD:

The EMD amount for this tender is Rs. **Rs.5,40,000/-**

### B) Mode of submission:

EMD shall be submitted ONLINE through this portal. Or in the form of Bank Guarantee (BG).

To submit BG, bidders shall have to opt for EXEMPTION in this portal and scanned copy of the BG is to be uploaded in the portal. After completion of the bid-submission period, the original BG must be submitted at the office of General Manager (M&C), Corporate Office, WBPDC, at the specified date and time. Otherwise, your bid shall not be considered for evaluation.

Bank Guarantee (BG) shall be from any scheduled bank authorized to do the business in India. Bank Guarantee will be in the name of "The West Bengal Power Development Corporation Limited." The Bank Guarantees (BG), if submitted, should remain valid for six months period from the date of opening of the Tender.

C) EMD amount (deposited online) of the unsuccessful bidders, shall automatically be returned to the respective debited accounts.

**D) Same methodology shall be followed in case of rejected bids.**

E) BGs of the unsuccessful bidders, if any, shall be returned after placement of order on the successful bidder.

In case of cancellation of the tender, the deposited EMD amounts shall be returned to the respective bidders following the procedure as mentioned in (C) and (E) above.

**There is no exemption in EMD.** No interest shall be payable by the Corporation on the Earnest Money that is refunded to unsuccessful bidders under any circumstances. The WBPDC reserves the right of forfeiture of Earnest Money Deposit in case the bidder after opening of tender, withdraws amends, impairs, derogates or revokes his tender within the validity period or extension thereof.

## 8 Qualifying Requirement

8.1 The bidder should be a company incorporated under the relevant law and rules of India - Partnership Deed, Co-operative society Bylaw, MOA, Trade License, Company Registration Certificate (as applicable) to be submitted as a proof.



8.2 Average annual turnover in last three financial years (viz. year 2018-19, 2019-20& 2020-21) should not be less than Rs.80,00,000/-and Net worth in each of the last three financial years must be Positive (last year being 2020-21). Audited balance sheets and Profit-Loss statements of last three financial years should be submitted as a proof.

8.3 The bidder shall have in its name a valid PAN (Permanent Account Number) with Income Tax Authority in India. – PAN Card and IT Return of Last 03 Assessment Years (AY 2019-20, 2020-21& 2021-22) to be submitted as a proof.

8.4 Has executed similar nature of works (as described in later) in single or different work orders consisting of **“Construction and maintenance works in Road/ Embankment formation/ Earth work and WBM / WMM works including laying of paver block”** directly under the Government/ Quasi Govt. organization /Reputed Private Organization (Listed Companies) during the last 7 (seven) years ending with the date of publication of tender notice on turnkey or item rate contracts basis and the value of such works. The bidder must own mixing plant. The bidder must submit details of ownership of the mixing plant.

a. **Three (3)** similar completed works each valuing not less than **Rs.1,07,00,000/-**(including tax component)

OR

b. **Two (2)** similar completed works each valuing not less than **Rs.1,34,00,000/-**(including tax component)

OR

c. **One (1)** similar completed work valuing not less than **Rs.2,14,00,000/-**(including tax component)

SIMILAR NATURE OF WORK: Execution and or maintenance of Civil work in road construction or similar type of works consisting of Earthwork in embankment formation; water bound macadam (WBM) / wet mix macadam (WMM) works including laying of paver block.

**As a proof of the above the Bidder shall submit relevant end user’s Certificates. Mere submission of order copy/ contract agreement/ payment certificate will not be entertained as a proof of credential.**





The Bidder shall furnish a comprehensive list of completed jobs and jobs under construction with scope of work, details of the Owner, construction details, dates when contract/s have been awarded and handed over.

## **9.1 Technical proposal**

### **9.1.1 Documents to be uploaded in Fee/PreQual/Technical cover**

- i) Addenda /Corrigenda, if any, sent to the bidder who has purchased the tender document.
- ii) Declaration (regarding acceptance of the NIT, GCC and other information regarding this NIT) as per Annexure-K,Annexure-I : Duly signed and sealed by authorized signatory.

### **9.1.2 Documents to be submitted in Other Important Documents**

#### **1) Certificate:**

- i) PAN Card
- ii) GST Registration details
- iii) Provident Fund A/c No.
- iv) PF challan evidencing payment of contribution of latest month
- v) IT Return of AY 2019-20, 2020-21, 2021-22

#### **2) Financial information:**

Audited Balance Sheet and Profit & Loss account (duly certified by Chartered Accountant with sign and seal) for FY 2018-19, 2019-20, 2020-21

#### **3) Company Details:**

Bidder information sheet as per Annexure-I furnishing name, residential address, phone no, e-mail address and place of business of person (s) authorized to sign the tender with signature of appropriate authority with designation and seal of the Company duly supported by the Partnership Deed/Co-operative society Bylaw/MOA/Trade License/Company Registration Certificate as applicable to substantiate the clause no. 8.1 of the NIT.

#### **4) Credential:**

- i) To substantiate the clause no. 8.4, the Bidder shall submit relevant end user's / ordering authority (ies) Certificates. Mere submission of order copy/ contract agreement/ payment certificate will not be entertained as a proof of credential. The completion certificate shall clearly indicate the main work order and the value of work, scheduled and actual time of completion and must mention about the successful completion of the entire work.



- ii) The Bidder shall furnish a comprehensive list of completed jobs and jobs under construction with scope of work, details of the Owner, construction details, dates when contract/s have been awarded and handed over.

**Note:**

- i) NIT need not be uploaded separately.
- ii) Tenders are liable to be rejected if any of the above documents is not uploaded in proper folder.
- iii) The documents uploaded must be scanned against any virus and digitally signed using the Digital Signature Certificate (DSC). Bidders should specially take note of all the addendum/corrigendum related to the tender and upload the latest documents as part of the tender.

**Financial Proposal**

The financial proposal to be submitted in Finance Cover and should contain the following document in one cover. The bidder should fill up the Abstract of Cost & BOQ with quoted value. Once completion of quoting rates, the bidder must encrypt the rates and upload the same with digitally signed. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder). **Then, reverse e-auction process will be executed among all the eligible bidders.**

**Schedule of work (Package-A & B) and Abstract of Cost has been attached with the NIT at the end for ready reference of the bidders.**

**VENDOR SHOULD NOT CONSIDER GST IN THEIR QUOTED VALUE. GST @18% WILL BE PAID SEPARATELY.**

**Price Bid / Cover 2** consist of following document to be uploaded by bidders:

- (i) BOQ in .xls format
- (ii) PRICE [ Bidders are requested to duly filled, signed, scanned and upload **ABSTRACT OF COST** in this folder]

**9 Conditional and Incomplete Tender**

**Conditional and incomplete tenders are liable to be rejected.**

- i) Bidder must quote for all items mentioned in BOQ sheet with all cells filled-up. Partial quoting will lead to rejection of the bid.



- ii) If any tenderer fails to produce any original hard copies of the documents like Completion Certificate or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.
- iii) All the uploaded documents will have to be attested by the bidder with official seal of the agency / company and digitally signed.
- iv) The Corporation reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. The corporation does not bind itself to accept the rate quoted by the lowest bidder and reserves the right to accept or to reject any or all the tenders or to split the whole work for entrusting the same to more than one agency/company.
- v) The bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, he can submit his query within the date stipulated in the NIT for further clarification. Any query for clarification in the above respect after the submission of bid shall not be entertained. After receipt of such interpretation or clarification the Bidder shall submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretation and clarification shall form an integral Step of the tender documents and must accompany the bid.
- vi) Verbal clarifications and information given by owner or his employees or representatives shall not be in any way binding on the owner.
- vii) All the expenses, incidental to the submission of the tender, discussion, conferences, if any, shall be borne by the bidder irrespective of whether the tender is accepted or not and the WBPDC shall bear no liability whatsoever on such expenses.
- viii) The tender submitted by a bidder shall become the property of The WBPDC and The WBPDC shall have no obligation to return the same to the Bidder for any reason whatsoever.



### **10 Opening of technical proposal**

- a. Technical proposals will be opened by the General Manager, M&C, WBPDC or his authorized representative electronically from the website <https://wbtenders.gov.in>, using their Digital Signature Certificate. In case the date of Bid opening happens to fall on a holiday due to unavoidable circumstances beyond the control of the WBPDC, the next working day will be the date of Bid opening
- b. Technical proposals for those tenders who have submitted Earnest Money online will only be opened. Proposals corresponding to which the Earnest Money have not been received will not be opened and will stand rejected.
- c. Decrypted (Transformed into readable formats) documents of the Non-Statutory Cover will be downloaded, and handed over to the Tender Evaluation authority.

### **11 Uploading of summary list of technically qualified bidders**

- a) Pursuant to scrutiny and decision of the Technical Evaluation Authority, the summary list of eligible bidders for which their Financial Proposals will be considered will be uploaded in the web portals.
- b) While evaluation, the Committee may summon of the Bidders and seek clarification / information additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated time-frame, their proposals will be liable for rejection.

### **12 Opening and evaluation of financial proposal**

- a) Financial proposals of the Technically Eligible Bidders declared by the Tender Evaluation authority will be opened electronically from the web portal on the prescribed date.
- b) The financial evaluation will be a two stage process. Initially the process of price bid decryption will be same as is normally executed in an e-Tender. Subsequent to this, reverse e-auction process will be executed among all the eligible bidders following the standard e-auction procedure of the portal, i.e., <https://wbtenders.gov.in>
- c) **VENDOR SHOULD NOT CONSIDER GST IN THEIR QUOTED VALUE. GST @18% WILL BE PAID SEPARATELY.**
- d) After evaluation of Financial Proposal, by Tender Evaluation authority, the final summary result, name of bidder and the rates quoted by them will be uploaded.



e) The Tender Accepting Authority may ask any of the Bidders to submit analysis to justify the rate quoted by that tenderer.

f) The WBPDC reserves the right to accept any tender or reject any or all the tenders or Cancel/withdraw the invitation for tender without assigning any reason whatsoever. Such decision taken by The WBPDC shall not be subject to raising of question by any bidder and The WBPDC shall bear no liability consequent upon such decision and the bidder shall have no claim in this regard against The WBPDC.

g) Evaluation by The WBPDC shall be based on the documents as uploaded by the bidder as per the tender clauses. The requirements as stipulated in the tender documents are the minimum ones and The WBPDC has the right to ask for any additional information, if necessary, in case the documents uploaded by the bidder are found inadequate. The WBPDC reserves its right to reject any tender, if the bidder is found not qualified to perform the work satisfactorily. The WBPDC reserves the right to reject any tender, at any stage, if the bidder is found to have become qualified by giving incorrect and/or false information. The WBPDC does not bind itself to accept the lowest tender and also reserves the right to split the work amongst more than one bidder

h) Notwithstanding anything stated above or elsewhere, The WBPDC reserves the right to assess the capability and capacity of the bidder, should the circumstances warrant such assessment in the overall interest of The WBPDC.

### **13 Scope of work**

“Construction of earth embankment & road with paver block over WBM surface at Bankura Railway siding” as per the different packages (A & B)

Detail of works are as follows-

- (i) Earth work in excavation / formation/Chilchalling to form the embankment bed.
- (ii) Rolling of sub-grade
- (iii) Repairing of potholes
- (iv) Laying/ Repairing of GSB /WMM layer
- (v) Laying of paver block
- (vi) Procurement of materials as required for construction
- (vii) Execution of works
- (viii) Any other type job related to construction of Road Embankment & WBM Strata as directed by the Engineer-in-charge from time to time.
- (ix) Clearing the site after completion of work up to the satisfaction of the department.



#### **14 Amendment to the works**

- i) Subject to the Approval of the Owner any alterations, amendments, additions of the Works (hereinafter referred to as Amendments) required under the Contract for completion of the Works shall be executed by the Contractor.
- ii) The rates quoted by the Bidders shall remain firm throughout the period of execution of work.

Quantities in the schedule of works are liable to variation without any benefit of increase in rate or compensation on any accounts whatsoever. Such variations in quantities may be due to any reason such as deletion / addition in the scope of work including extra / substitute item etc. **The overall variation on such account shall be limited to  $\pm 25\%$  of the contractual amount. If during execution of work, any item/items of work not included in the schedule under contract are required to be executed upon instruction from the Engineer- in- charge, you would be required to take up such items of work and the rates of payment against those items shall be based on relevant WBPWD schedule of rates for respective works as applicable at the area of work and as on the date of submission of the tender allowing your quoted rate. When the rate is not available in the PWD Schedule, the same shall be analysed on the basis of actual cost of material and labour plus 10% towards overhead and profit.**

- iii) No extra claim in any form will be entertained for escalations in any form what so ever towards completion of this job.

#### **SECTION II : TERMS & CONDITION OF THE TENDER**

1. Bidders may inspect the work front / site and satisfy themselves about the working condition before submitting the tender.
2. The bidders will have to quote their rates both in figures as well as in words. In case of variation of rates quoted in figures and words, the lower of those will be considered for acceptance of the tender without considering total amount shown against the respective items or grand total. In case of quotation of abnormal higher/ lower rates, necessary justification of such quoted rate shall be sought for, if required, for acceptance by the department.
3. Successful bidder may have to submit reasonable price break-up along with schedule of works, if so required by the department.



4. The WBPDC does not bind itself to accept the lowest tender and reserves the right to reject or accept any or all tenders fully or partly and to split the tendered work among more than one party without assigning any reason whatsoever. The WBPDC reserves the right to negotiate with any or all bidders without assigning any reason whatsoever. In case of non-acceptance/non-execution of the order by the successful bidder on whom Letter of Intent/Confirmatory order is placed, the order will be terminated along with forfeiture of earnest money including penal measure, as deemed fit by the WBPDC.
5. Rate quoted in the tender shall remain firm till the end of the contract period including all authorized time extension(s) for completing the work as may be allowed by the WBPDC from time to time. During this period no revision in rates on account of market fluctuations or on account of any act of Government/Local Bodies/any other agency will be permitted. Contractor(s) will execute the entire work including all additions/subtractions/amendments/modifications etc. at the rate quoted in the tender and accepted by the WBPDC. No escalation in rate due to any reason whatsoever will be permitted.
6. The work is to be executed strictly as per enclosed schedule of works and special terms and conditions, if any, and in conformity with the terms & conditions as stipulated in the General Conditions of Contract and Supplementary Conditions of Contract for civil work of the WBPDC and enclosed Safety Clause. Bidders shall go through the details of General Conditions of Contract and Supplementary Conditions of Contract for civil work of the WBPDC.
7. Conditional tenders are liable to be rejected summarily.
8. Canvassing, whether directly or indirectly, in connection with the tender is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.
9. Intending bidders should note that they will have to work simultaneously with contractors already entrusted or contractor to be entrusted in future with other works in the same site. They will have to work in close co-operation with all the engaged contractors.
10. Before starting of the work, the contractor shall have to prepare a Bar-chart for execution of the work for getting approval of the Engineer-in-charge and approved copy of the same shall have to be kept on the work site for guidance of the engineer –in-charge or his authorized representative.
11. All the materials to be used in the work shall be of approved quality.
12. All the relevant IS codes should be strictly adhered to for consumables, execution methods etc. of the relevant work.
13. It will be imperative for the bidder to fully inform / conversant himself of all local conditions and factors, which shall have any effect on the execution of the work covered under these documents and specifications.

**15. Validity of tender**

- i) The tender shall remain open for acceptance by WBPDC for a period of six (06) months from the date of opening of Technical Bid during which period the bidder shall not withdraw his tender or amend, impair or derogate there-from.





- ii) The WBPDC may solicit the bidders' consent for a further extension of the validity period of his tender as required. The request and response thereto shall be made in writing. A bidder accepting the request will not be permitted to modify the tender or the prices.

### SECTION III : GENERAL CONDITIONS OF CONTRACT

#### 1 Definitions

The following words and expressions shall have the meanings hereby assigned to them except where the context requires otherwise:

- “Applicable Law” means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contract or thereafter.
- “Contract” means the Contract Agreement entered into between WBPDC and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- “Contract Documents” shall mean collectively and include the General and Special Conditions of Contract, Specifications and Schedules, Drawings, Form of Tender including all subsequent amendments & relevant correspondences with the successful Bidder, Schedule of Prices and Quantities and scope inclusive of agreed deviation (s) and the Bid submitted by the successful Bidder, Letter of Award of the Purchaser to the successful Bidder, the final Conditions of Contract, Drawings, subsequent amendments mutually agreed upon and the Agreement to be executed into between the Purchaser and the Contractor duly signed by them under the Clause “Contract” of these General Conditions and other documents that may form a part(s) of the Contract Documents.
- “WBPDC’s Requirements” means the document entitled WBPDC’s requirements, as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the Works.
- “Tender” means the Contractor’s signed offer for the Works and all other documents which the Contractor submitted therewith (other than these Conditions and WBPDC’s Requirements, if so submitted), as included in the Contract.
- “GCC” means the General Conditions of Contract hereof.
- “SCC” means the Special Conditions of Contract.
- “Day” means calendar day of the Gregorian calendar.
- “Month” means calendar month of the Gregorian calendar.
- “Owner/Purchaser/Employer” shall mean “The West Bengal Power Development Corporation Limited” (WBPDC), having its registered office at Bidyut Unnayan Bhaban, 3/C, Block – LA, Sector –III, Bidhannagar, Kolkata – 700 106, West Bengal, India, and includes the legal successors or permitted assigns of WBPDC.
- “Engineer-In-Charge” means the person appointed/nominated by WBPDC to perform the duties on its behalf for the purpose of the Contract.





- “Contractor” means the person(s) whose bid to perform the Contract has been accepted by WBPDC and is named as such in the Contract Agreement and includes the legal successors, heirs, executors, administrators or permitted assigns of the Contractor.
- “Contractor’s Representative” means any person nominated by the Contractor to perform the duties delegated by the Contractor
- “Contract Price” means the firm sum specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the contract
- “Subcontractor,” shall mean the entity to whom any part of the Work has been sublet by the Contractor with due approval from WBPDC and includes its heirs, executors, administrators, legal representative and permitted assigns.
- “Facilities” means the Plant & Equipment to be supplied and installed, as well as all the Installation & commissioning Services to be carried out by the Contractor under the Contract.
- “Plant and Equipment” means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the contractor), but does not include Contractor’s Equipment.
- “Contractor’s Equipment” means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.
- “Site” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
- “Effective Date” has the same meaning as “Zero Date” which is the date of issue of LOI/LOA from which the Time for Completion shall be determined.
- “Time for Completion” means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the stipulations in the SCC and the relevant provisions of the Contract.
- “Completion of Facilities” means that all the Facilities (or a specific part thereof where specific parts are specified in the SCC) have been completed operationally and structurally as per Technical Specifications and put in a tight and clean condition and that all work in respect of Precommissioning of the Facilities or such specific part thereof has been completed and Commissioning has been attained as per Technical specifications.
- “Codes” shall mean the applicable International and Indian standards as on the date of Letter of Award and any subsequent modification thereof.
- “Letter of Award (LOA)” shall mean WBPDC’s letter or notification to the successful bidder conveying the acceptance of the Bid and award of the specified job subject to such conditions as may have been stated therein.
- Throughout these documents, the terms “Bidder(s)”, “tenderer”, ”Contractor” and “Shortlisted party/Agency (ies)” is synonymous

## 2 Execution of work

The work shall be covered strictly as per the scope of works and in conformity with the terms and conditions laid down under GCC and SCC.



### 3 Goods and Service Tax (GST)

Any changes in provisions of GST including applicability of certain provisions which for time being is deferred is deemed to be applicable in this order.

### 4 Completion Time

The completion time for this job is **Three (3) Months** from the date of issuance of LOA. The day zero of the time line referred above will be considered from the date of issuance of the formal Work Order / Letter of Award (LOA) by WBPDC.

**The successful bidder on whom order to be placed has to mobilize at site and commence the works within three(03) days from the date of issuance of LOA.**

### 5 Engagement of sub-contractors

Sub-contracting is not allowed.

### 6 Blacklisting Policy

Blacklisting Policy of WBPDC may be followed in case of submission of any false document, in case of derogatory attitude at the time of execution of the job and in case of non-execution of the assigned job without showing any reason.

### 7 Observance statutory compliance

The agency shall have to ensure all statutory compliances and have to observe , perform and comply with the provisions as per applicability of

- a) The Contract Labour (R&A) Act 1970,
- b) The Payment of Wages Act 1936,
- c) The Employees' Provident Fund & Misc.Provision Act , 1952,
- d) The Payment of Bonus Act, 1965,
- e) The Minimum Wages Act,1948,
- f) The Employees' Compensations Act,1923,if any,
- g) The Employees' State Insurance Act,1948,
- h) The Industrial Disputes Act,1947,
- i) The Building and other Construction Workers ( Regulation of Employment and Conditions of Service ) Act,1996 and other law of land as may be applicable.

However, the WBPDC will not bear any financial liabilities of the workers to be deployed by the agency/agencies.



The Registration under the Building and other Construction Workers (Regulation of Employment and Conditions of Service) Act. 1996, has to be taken by the successful bidder. And the successful bidder has to undertake necessary compliances of the Act from their part and the job value quoted by them without any further reimbursement from WBPDC. WBPDC will not bear any financial liabilities on account of applicable cess under the Building and other Construction Workers (Regulation of Employment and Conditions of Service) Act. 1996.

#### **8 Provident Fund**

From the first day of engagement of any workman / employee by the contractor under the work order, the said workman/ employee shall be member of the provident fund of the contractor's firm. A copy of the membership details is to be sent to the regional provident fund commissioner and a copy of the same shall be furnished to (HR&A) department, Corporate for verification and certification, before claiming the periodical / monthly bill. Three copies of P.F. contribution deposition challans, copies of form 12 a(r) duly received by P.F. authority and a statement showing individual contribution as per specific format required under para-36b of E.P.F. scheme- 1952, shall have to be submitted within 7th day of the next month together with a list of workmen / employee in respect of whom P.F. contribution has been deposited to the appropriate authority. All relevant records pertaining to deposition of P.F. contribution etc. shall be made available at the contractor's site office for inspector as well as for inspection by the (HR&A) department corporate, wing as and when required.

#### **9 Labour license**

The contractor is to comply with the security provisions under Contract Labour (Regulation & Abolition Act, 1970) and rules framed there-under . The contractor must obtain license under the above act and for further information and guidance the contractor may contact, (HR&A) wing, Corporate.

#### **10 Insurance for workmen's compensation**

The contractor shall take insurance policies to cover risks involved and all administrative arrangements and incidental jobs thereto are to be undertaken by the contractor. In the event of furnishing of incorrect and incomplete information or non-furnishing of information, on the part of the contractor, resulting in non-admission of claim to the insurance company, the contractor shall be liable to pay the compensation to the concerned Workman at his own risk and peril. The WBPDC shall not be liable for any damage for which compensation is payable in consequence of any accident or injury to any workman due to the aforesaid act on the part of the contractor. The contractor is to indemnify the WBPDC against the payment of above workmen compensation. As regards the rate of insurance premium and other administrative formalities, (HR&A) wing, Corporate may be contacted.

#### **11 Insurance for public liability and property damage**

The contractor shall have to abide by the rules & regulations framed by Corporate authority which may change from time to time in the interest of the Corporate office /Power Station i.r.o. Public liability insurance act, 1991.



### **12 Identity card**

The contractor must issue the identity card (in Form (xiv) under the West Bengal Contract Labour Regulation & Abolition rules, 1972) to each of his workmen to be deployed at site and the said identity card shall be in possession of concerned workman while on duty.

### **13 Safety checking**

Controlling officer or safety officer at his discretion may check / examine any of the contractor's tools / scaffolding/working condition etc. In case of dissatisfaction, he may suspend the job temporarily till the contractor takes proper remedial measure.

### **14 Pollution control**

The contractor shall take all steps to follow and comply with:

- a) The water prevention and control of pollution act, 1974.
- b) The prevention and control of pollution act, 1981.
- c) The environment protection act, 1986.
- d) Manufacture, storage and import of hazardous chemical rules, 1989.
- e) Hazardous wastage management and handling rules, 1989.
- f) The national environmental tribunal act, 1995.
- g) All other acts & rules in connection with pollution control in the relevant working area.
- h) The Contractor shall be fully responsible for any violation of Pollution Act, if occurred during collection and transportation.

### **15 Occupational health care**

Contractor shall be duty bound to take all necessary steps towards ensuring occupational health care of his workmen working at site as required under West Bengal factories rules,1958 / the West Bengal building & other construction workers (regulation of employment & conditions service rules,1005), as may be applicable.

### **16 Technical and administrative liaison work on the part of contractor**

The liaison person on the part of contractor should be borne on the roll of the contractor and the said relationship shall be absolute. The Corporate, WBPDC will not bear any responsibility as regards terms and conditions of his employment, non-employment and conditions of labour including statutory liabilities, if any.

### **17 Deduction from contract price**

All costs, damages or expenses which the Owner may have paid, for which under the Contract, the Contractor is liable, will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount, from any money due or becoming due by him to the Contractor under the Contract or may be recovered by actions of Law or otherwise, if the Contractor fails to satisfy the Owner of such claims.



#### Termination for Owner's Convenience

Owner may for its convenience terminate any part of the services or any Subcontract (with the termination of any, subcontract to be effected through contractor) or all remaining services hereunder at any time upon 15 days' prior written notice to contractor specifying the part of the services to be terminated and the effective date of termination. Immediately upon receipt of such notice, contractor shall stop performance of the terminated services and shall immediately order and commence demobilization with regard to the terminated services. In the event of a partial termination, contractor shall continue to prosecute the part of the services not terminated. In case of a termination of part of the services, Owner will authorize a scope change order making required adjustments to one or more of the Guaranteed completion date, the contract price the payment & milestone schedule the project schedule and the performance guarantees, as appropriate.

#### **18 Termination of Contract**

The WBPDC reserves the right to terminate the contract at any stage for unsatisfactor performance without any compensation for loss or damage due to such termination with 30 days' prior notification.

#### **19 Non-Compliance**

In case the contractor fails to carry out his assigned job or could not mobilize his resources even after placement of order or if the contractor fails to achieve the desired progress as stipulated in the scope of work, the Controlling Officer or his authorized representative reserves the right to get the job done by any other agency for the interest of the corporation. In case of poor progress of the assigned job the WBPDC shall have the liberty to curtail the ordered quantity/short terminates the contract and carry on the work by any other agency.

#### **20 Forfeiture of Security Deposit/Earnest Money**

On placement of order, if the contractor refuses to take up the job or withdraw his service in midway of the contractual period for any reason whatsoever, then the Earnest money and/or total Security Deposit may liable to be forfeited as per discretion of the WBPDC Authority and other penal action may be taken as deemed fit.

#### **21 Arbitration / Settlement of Disputes**

If any dispute(s) or difference(s) of any kind whatsoever arise between the parties hereto in connection with or arising out of this contract, the parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which the dispute(s) or difference(s) arose, either party shall give a notice to the other party, of such intention to invoke Arbitration within 14 (fourteen) days from the expiry of the aforesaid period of 30 (thirty) days within which amicable resolution could not be reached. Such dispute(s) or difference(s) shall be referred to and settled by a 'Sole Arbitrator' to be mutually appointed by both the parties.

If a party fails to appoint the Sole Arbitrator within 30 (thirty) days from the receipt of a request to do so from the other party, the appointment of Sole Arbitrator shall be made upon request of either party by the Hon'ble High Court, Calcutta.

The arbitration proceedings shall be in accordance with the prevailing Arbitration laws of India as amended or enacted from time to time. The existence of any dispute(s) or difference(s) or the initiation or continuance of the Arbitration proceedings shall not permit the parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract.



## 22 Governing law & jurisdiction

Entire contract shall be governed by and construed in accordance with substantive and procedural laws of India. The competent courts at Kolkata, West Bengal, India shall have exclusive jurisdiction in relation to the contract.

## 23 Limitation of Liability

Except in cases of gross negligence or willful misconduct:

(a) Neither party shall be liable to the other party for any indirect or remote loss or damage, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation to pay liquidated damages, risk purchase, indemnity and insurance liabilities.

(b) The aggregate liability of the Contractor to WBPDC shall not exceed the total contract price plus escalation, if any.

## 25 Order of precedence of documents under Contract Agreement

The following documents shall constitute the Contract between WBPDC and the Contractor, and each shall be read construed as an integral part of the Contract:

- (a) Contract Agreement
- (c) Notification of Award/Letter of Award
- (d) Amendments, Clarifications, Corrigendum including Minutes of Meetings, Record notes and correspondence issued between issuance of NIT and LOA
- (c) Special Conditions of Contract
- (d) General Conditions of Contract
- (e) Technical Specifications and Drawings
- (f) The Bid and Price Schedules submitted by the Contractor

## 26 INDEMNITY

Save as otherwise provided in the contract, the Contractor shall indemnify and save harmless WBPDC from and against all actions, suit proceeding losses, costs, damage, charges, claims and demands of every nature and description arising out of the contract and/or in derogation of any applicable laws, by reason of any actor omission, gross negligence and willful misconduct on the part of the Contractor, his agents/employees or WBPDC as the case may be in execution of the work his agents or employees, or in his guarding of the same.

**27 SURVIVAL CLAUSE:** Indemnity, settlement of disputes and confidentiality shall survive the termination or completion of this contract.

**28 EFFECTIVE DATE:** The Contract shall come into force from the date issue of Letter of Award.



## SECTION IV : SPECIAL CONDITIONS OF CONTRACT

### 24 Commercial

#### 1.0 Controlling officer / Engineer-in-Charge:

General Manager (Civil-Project), Corporate Office, WBPDC or his authorized representative.

#### 1.1 Paying authority

The General Manager (F&A), Corporate Office, WBPDC will be the paying authority.

#### 1.2 Terms of payment

Progressive payment will be made within thirty (30) days on submission of running account bill on duly certified by the Engineer-in-Charge or his authorized representative completion of job in part or full. Final bill will be paid after completion of the execution of job. This is a fixed rate contract other than GST. Rates against each item and all terms & conditions of the contract shall remain firm during the entire period of execution of the work. No escalation of rates, whatsoever, will be permitted due to increase of cost of materials, fuel, rise in labour wages etc. due to any reason whatsoever. Payment shall be made within 30 (Thirty) days from the day of submission of progressive bills complete in all respects. No Interest is liable to be paid to the Contractor on account of delay in payment.

#### 1.3 Reimbursement of Insurance premium

For the purpose of administrative convenience, insurance policy for labour preferably be taken from any of the nationalised insurance companies and reimbursement of such insurance premium shall be made by the paying authority, WBPDC on certification of the controlling officer.

#### 1.4 SECURITY DEPOSIT / PERFORMANCE SECURITY:

SECURITY DEPOSIT / PERFORMANCE SECURITY: The performance security deposit @ 3% of the contract price (including GST) will have to be deposited on receipt of the order for due diligence of the execution of the contract. There will not be any deduction of security deposit from the running account bill(s)/ Final bill. The performance security deposit @ 3% of the contract price (including GST) will be released **after twelve (12) months on handing over of the completed job in all respect.**

#### 1.7 Agreement:

An agreement (TWO COPY IN ORIGINAL) on non-judicial stamp paper for Rs.100.00 (Rupees one hundred) only shall have to be executed by you within 30 (thirty) days from the date of placement of LOA/Order.

The Contractor shall provide free of cost to the Owner the complete set of Tender Documents, copies of all the correspondences with the Owner, Order Copy, one copy of the acceptance letter etc. (Two copies) to form a part of the Contract Documents. The documents must be sealed and signed by the authorized representative of the company/agency.

The agreement shall remain valid for the entire contract period.

On the event of conflict/contradiction between provisions of tender document and agreement, provisions of Tender Document shall over rule, and any provision of tender document, which is not covered in Agreement, shall also be considered as a part of Contract agreement.





### **1.8 Additional Performance Bank Guarantee**

In case the quoted price of successful bidder is less than 80% of estimated cost, then the bidder on receiving the contract / Order shall have to deposit a bank guarantee (BG)/DD of an amount 10% of the ordered value including GST. This DD/BG shall be in the name of "The West Bengal Power Development Corporation Limited". The validity of B.G shall be the entire completion period of the work with a claim period of another 30 days. This BG shall be submitted within 15 days from the date of LOA / Contract / Order. Additional Performance Bank Guarantee shall be released after successful completion of job duly certified by the Engineer-in-Charge.

### **1.9 Liquidated damage**

In the event of any delay attributable to the Contractor towards completion of the facilities as per contract and handing over of acceptable standard/quality within the period as stipulated in the contract or any extension thereof, the contractor shall be liable to pay liquidated damage to WBPDC for the delay at the rate of one fourth of one percent (1/4%) of the total Contract Price plus applicable GST shall be paid per week of delay for completion of entire facilities. Acceptance of deliveries beyond the scheduled delivery date shall not prejudice the imposition of Liquidated damage.

The total amount of liquidated damages on account of delay in execution and non-fulfillment of performance shall not in any case exceed ten percent (10%) of the total Contract Price (without tax) plus applicable GST shall be paid.

The Owner shall deduct the amount of such liquidated damage from any money due or which may become due to the Contractor under this Contract, and/or recover such liquidated damage from the Performance Guarantee of the Contractor. To be entitled to impose the liquidated damage, the Owner will not be required to prove that he has incurred such amount as actual damages.

In all bidder's liabilities on account of LD (for non performance, non completion of overall facilities and non achievement of intermediate milestone) shall be restricted to 10% of contract price plus applicable GST.

The Owner shall deduct the amount of such liquidated damage from any money due or which may become due to the Contractor under this Contract, and/or recover such liquidated damage from the Performance Guarantee of the Contractor.

To be entitled to impose the liquidated damage, the Owner will not be required to prove that he has incurred such amount as actual damages.





## 2.0 Safety Clauses

- i. Safety of the personnel are the sole responsibility of the contractor. The WBPDCCL has no liability on the same.
- ii. Contractor shall be vigilant to ensure provisions of relevant statute as applicable in respective working area(s).
- iii. Contractor is responsible for collecting copies of prevailing rules from safety department of the Corporate.
- iv. Contractor must ensure use of personal protective equipment by their workers while they are on job.
- v. Personal protective equipment to be supplied by the contractor to their workers must be approved by safety department of the plant before commencement of work.
- vi. Although the responsibility of providing PPE rests on the contractor, as per terms of contract, Corporate authority may issue PPE to these workers in the interest of work if the contractor fail to provide the same and the cost of the same will be deducted from the contractor's bill. Safety department will issue such PPE with intimation to the concerned department and the contractor for necessary recovery of the cost.
- vii. The contractor shall ensure periodic testing / examination of equipment as well as safety of tools & tackles, used by them, as per provision of the relevant statute and maintain the upto date record for the same at site for inspection of departmental engineer / safety department on demand.
- viii. The contractor will ensure medical examination of its workers who are working at hazardous areas before commencement of work and once in every year by statutory qualified medical practitioners as per provision of the relevant statute and maintain a register for the same for inspection by respective department and safety department on demand.
- ix. The workers employed by the contractors should be suitably skilled for the respective job requirement otherwise head of concerned department shall have the right to disallow the unsuitable workers. The contractor shall engage suitable number of supervisors to ensure safety at all places of work during execution of the work.
- x. Employment injury

In case of injury, contractor will send the injured person to hospital / dispensary / first aid centre at his own cost with due intimation to the concerned department under whom he works as well as to safety and HR&A department. The contractor shall submit periodical progress report about the treatment till the injured worker is certified fit by Govt. / Govt registered doctor and the said fit certificate will be submitted to safety department before resumption of work by the said injured workers.

The contractor shall report about serious injury / fatality of his workers to safety department, HR&A department and concerned department then and there without fail.

Contractor will be solely and wholly responsible for accident that may occur during the progress of the work and for injury or damage to person or property or any description whatsoever which may be caused by or result from the execution of the work.

## 2.1 Force Majeure

War, invasion, revolution, riots, sabotage, lockouts, strikes, work shut-downs imposed by Government Acts or Legislation or other authorities, acts of God, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockades or any other acts or events whatsoever which are beyond the control of WBPDCCL and which will directly or indirectly prevent completion of the consultancy services within the time specified in the agreement will be considered FORCE MAJEURE.

If the Contract is delayed or impeded in the execution of the work by circumstances of Force Majeure as herein defined, then the Contractor/ Owner as the case may be, shall, within one week, give notice in writing to the Owner/Contractor, of the existence of circumstances of Force Majeure, together with the evidence relied upon.

### Burden of Proof

In the event that the Parties are unable in good faith to agree that a Force Majeure Event has occurred, the Parties shall submit the dispute to arbitration, provided that the burden of proof as to whether a force Majeure event has occurred shall be upon the Party claiming a Force Majeure Event.



#### Effect of Force Majeure

Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligations is prevented by any circumstances of Force Majeure which arise after the date of acceptance of Letter of Intent / Effective Date.

In the event that Force Majeure circumstances continue for a period of more than one month, both the parties may discuss and mutually agree upon the future course of action which may include termination of Contract.

The Contractor shall request for extension of Time for Completion due to delay caused by Force Majeure. The Owner may agree to give extension in time as may be justified. However the Owner will not bear any additional cost whatsoever in connection with Force Majeure.

#### Performance to Continue:

Upon the occurrence of any circumstances of any Force Majeure the Contractor shall endeavor to continue to perform his obligations under the Contract so far as reasonably practicable. The Contractor shall notify the Engineer of the steps he proposes to take including any reasonable alternative means for performance which is not prevented by Force Majeure. The Contractor shall not take any such steps unless directed so to do by the Engineer.

### **2.2 FORECLOSURE OF CONTRACT:**

#### **TERMINATION FOR PURCHASER'S CONVENIENCE:**

Purchaser may for its convenience terminate any part of the services or any Subcontract (with the termination of any, subcontract to be effected through contractor) or all remaining services or the agreement hereunder, at any time upon 30 days' prior written notice to contractor specifying the part of the services to be terminated and the effective date of termination. Immediately upon receipt of such notice, contractor shall stop performance of the terminated services and shall immediately order and commence demobilisation with regard to the terminated services. In the event of a partial termination, contractor shall continue to prosecute the part of the services not terminated. In case of a termination of part of the services, Purchaser will authorise a scope change order making required adjustments to one or more of the Guaranteed completion date, the contract price, the payment & milestone schedule the project schedule and the performance guarantees, as appropriate. However, the purchaser shall pay to the Contractor for any work performed by the Contractor in respect of terminated services, duly certified by the Controlling Officer of the Purchaser, against submission of documentary evidences by the Contractor.

#### **CONSEQUENCES OF TERMINATION:**

Upon any termination pursuant to this clauses, Purchaser may at its option elect to (a) assume responsibility for and take title (to the extent title has not previously passed to Purchaser) to and possession of the Project and any or all work, materials or equipment remaining at the Facility Site, and (b) succeed automatically, without the necessity of any further action by Contractor, to the interests of Contractor in any or all contracts and Subcontracts entered into by Contractor with respect to the Project, and shall be required to compensate such contractors and Subcontractors only for compensation becoming due and payable to such parties under the terms of their contracts and Subcontracts with Contractor from and after the date Purchaser elects to succeed to the interest of Contractor in such contracts and Subcontracts. All claims by such contractors and Subcontractors to be due and owing for Services and other work performed prior to such date shall constitute debts between Contractor and the affected contractors and Subcontractors, and Purchaser shall in no way



be liable for such sums. Contractor shall include in all agreements and contracts entered into with contractors and Subcontractors a provision providing for the foregoing. In the event of any termination pursuant to these clauses hereof, Purchaser may, without prejudice to any other right or remedy it may have, at its option finish the Services and other work by whatever method Purchaser may deem expedient. In such case, Contractor shall not be entitled to any further pay hereunder, and to the extent the costs of completing the Services and other work hereunder, including without limitation compensation for additional professional services, exceed those amounts that would have been payable to Contractor hereunder to complete the Services except for Contractor's default, Contractor shall pay the difference to Purchaser upon demand.

#### SURVIVING OBLIGATIONS:

Termination of this Agreement (a) shall not relieve either Party of its obligations with respect to the confidentiality of Proprietary Information as set forth elsewhere (b) shall not relieve either Party of any obligation hereunder which expressly or by implication survives termination and (c) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination and shall not relieve Contractor of its obligations as to portions of the Services already performed or of obligations assumed by Contractor prior to the date of termination.

#### PAYMENT UPON TERMINATION:

Upon termination of all or part of the Services pursuant to clauses described above, Contractor shall be entitled to be paid:-

a) all actual documented costs incurred by Contractor, as audited and accepted by an independent certified public accounting firm of national reputation selected by Purchaser and acceptable to Contractor, incurred or that could not be avoided in connection with performance by Contractor of services as of the date of termination which were not previously paid for by Purchaser, and

b) all actual documented costs incurred by Contractor in connection with items procured by Contractor in connection with the services for which Contractor has not been paid, provided that such items are delivered to Purchaser at the Project Site together with all documents necessary to transfer title thereto to Purchaser (the 'Termination Payment'). As a condition precedent to receiving the Termination Payment, Contractor shall execute and deliver all such papers and take all such steps, including the legal assignment of Contractor's contractual rights, as Purchaser may require for the purpose of fully vesting in Purchaser all rights, title and interests of Contractor in and to all subcontracts, purchase orders, warranties, guarantees and other agreements.

#### VERIFICATION OF THE TERMINATION:

Contractor shall, within 90 days of any such termination of all or part of the Services, submit to Purchaser all invoices and other documentation as is sufficient to enable Purchaser to verify the performance of the Services and Contractor's costs associated therewith and to determine the amount of the Termination Payment. Termination Payment shall not include the costs of future anticipated profit or restocking charges.



**PAYMENT AND LIMITATION OF THE TERMINATION PAYMENT:**

Purchaser shall pay the Termination Payment to Contractor within 90 days of Purchaser's receipt of the documentation required under the clause: Verification of the Termination.

Payment of the Termination Payment shall be sole and exclusive liability of Purchaser, and the sole and exclusive remedy of Contractor, with respect to termination of this Agreement pursuant to above clauses. In no event shall Purchaser have any further liability to Contractor in any such event for actual, incidental, consequential or other damages, notwithstanding the actual amount of damages that Contractor may have sustained.

**25 Recovery from the Contractor**

Without prejudice to the other rights of the Employer against the Contractor in respect of such default, the Employer shall be entitled to deduct from any sums payable to the Contractor the amount of any damages, compensation costs, charges and other expenses paid by the Employer and which are payable by the Contractor under this clause.

**26 Damage to Persons and Property - Employer to be indemnified**

The Contractor shall indemnify the Employer against all losses and claims in respect of injuries or damages to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto, except any compensation or damages for or with respect to :

- a) The permanent use or occupation of land by the works or any part thereof.
- b) The right of the Employer to execute the works or any part thereof on, over, under, in or through any land.
- c) Injuries or damage to persons or property caused by Excepted risks or resulting from any act or neglect of the Employer, his agents, servants or other Contractors, not being employed by the Contractor or for or in respect of any claims, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto. Where the injury or damage was contributed to by the Contractor, his servants or agents, such part of the compensation as may be just and equitable having regard to the extent of the responsibility of the Employer, his servant or agent or other Contractors, for the damage or injury.

**27 MATERIALS FOR WORKS:**

**Cement:** Cement shall conform to IS 269-1976 or IS 8112 or IS 12269 or IS 455- 1976 and make of LAFARGE / ULTRATECH / ACC / GUJRAT AMBUJA /BINANI / JAYPEE / BIRLA etc. or approved by the Engineer-in-Charge.

**Reinforcement:** Steel Reinforcement shall conform to IS 1786-1805 (Fe-500) and make of SAIL /RINL / TISCON / JINDAL / SRMB / SHYAM/ELECTROSTEEL.

**Structural Steel:** Structural Steel shall conform to IS: 4923, 800, 813, 816, 819, 822, 919, 1024, 1261, 1323, 1361, 1477, 1852, 2062, 2074, 7205, 7215, 7307, 7310, 7318, 9595, 3443 and other relevant BIS Codes and make of SAIL /RINL / TISCON / JINDAL or approved by the Engineer-in-Charge.

**Paver Block:**As per Annexure-II

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS OF WORKS TO BE FOLLOWED: -

CODES AND STANDARDS

The relevant IS code, IRC codes and MORTH specifications as applicable will be followed.

The Contractor shall make available at site one copy of each of the Codes.



In the case of dispute in the interpretation of contradiction in different clauses of various Codes, the decision of the Engineer-in-charge shall be final and binding.

Standard specifications as per WBPWDSOR are to be followed in respect to the schedule of works.

#### **28 WARRANTY**

The Contractor shall provide a Warranty in respect of all other works entrusted with him in accordance with the contract documents and approved drawing and Specification and free from any defect and omission. The Warranty has to be furnished on forms approved by the Owner and shall be signed by the Contractor and if needed, also by his sub-contractor(s).

The above Warranty shall be valid for a period of **TWELVE (12)** calendar months commencing from the date of completion/taking over of the fully completed work at the discretion of the Owner. This period of the Warranty shall be called the "Warranty Period". If for rectification or replacement of any part of work due to defective materials, manufacture or design or workmanship, the services of the Contractor's personnel are requisitioned within the Warranty Period, these services shall be made available free of any cost to the Owner. If it becomes necessary for the Contractor to replace or renew any defective portions of the work under this Clause, the provisions of this Clause will apply to the portions of the work so replaced or renewed until the expiration of maintenance period/ defect liability period from the date of such replacement or renewal. This will remain applicable till maintenance period/ defect liability period/warranty period is successfully completed after last repair/replacement/defect attendance without any defects or short-fall in then performance.

If any defect be not remedied within a reasonable time, the Owner may proceed to do the work at the Contractor's risk and expenses but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.

All repairing to be carried out by the Contractor during the Warranty Period shall be subject to such clause of these General Conditions as may be considered reasonable by the Owner.

Until the final certificate has been issued, the Contractor shall have the right of entry at his own risk and expenses by himself or his duly authorized representatives whose names shall previously have been communicated in writing to the Owner at all reasonable working hours of the Plant and taking notes there from and, if he desires, at his own expenses making any tests, subject to the approval of the Owner that will not be unreasonably withheld. The issue of the Owner's Certificate referred to in clause "Certificate of the Owner" shall in no way exempt the Contractor from the provisions of this clause.



At the end of the Warranty Period, the liability of the Contractor ceases and the Owner will issue final acceptance certificate for the Plant/or the portion of the Plant taken-over as the case may be. In respect of Goods supplied by sub-contractor(s) to the Contractor where a longer guarantee more than the period specified in maintenance period/ defect liability period / warranty period is provided by such sub-contractor(s) the Owner shall be entitled to the benefit of such longer guarantee.

### **29 AMENDMENT TO THE WORKS**

Subject to the Approval of the Owner any alterations, amendments, additions of the Works (hereinafter referred to as Amendments) required under the Contract for completion of the Works shall be executed by the Contractor.

Quantities in the schedule of works are liable to variation without any benefit of increase in rate or compensation on any accounts whatsoever. Such variations in quantities may be due to any reason such as deletion / addition in the scope of work including extra / substitute item etc. The overall variation on such account shall be limited to  $\pm 25\%$  of the contractual amount. If during execution of work, any item/items of work not included in the schedule under contract are required to be executed upon instruction from the Engineer- in- charge, you would be required to take up such items of work and the rates of payment against those items shall be based on relevant WBPWD schedule of rates for respective works as applicable at the area of work and as on the date of submission of the tender allowing your quoted rate. When the rate is not available in the PWD Schedule, the same shall be analysed on the basis of actual cost of material and labour plus 10% towards overhead and profit.

The rates quoted by the Bidders shall remain firm throughout the period of execution of work.

### **30 FIELD QUALITY ASSURANCE**

32.1 The field quality assurance is the responsibility of the vendor.

32.1.1 All materials shall be of the best quality and workmanship capable of satisfactory operation under the operating and climatic conditions as may be specified. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant IRC, MORTH & IS codes specification. The Contractor shall arrange testing of material and field tests with equipments as required.

32.1.2 The Contractor shall establish at site testing facilities adequate for the above purpose. Collection of samples and testing as specified in the Contract Documents including special test, if any, shall be carried out by the Contractor at his cost.

32.1.1 Examination of the Works





No work shall be covered up or put out of view without the approval of the Engineering-in-charge and the Contractor shall afford full opportunity for the Engineering-in-charge or his authorised representative to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon. The Contractor shall give due notice to the Engineering-in-charge whenever any such work or foundation is or are ready or about to be ready for examination and the Engineering-in-charge shall, without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining such work or examination of such foundations. The Contractor shall uncover any part or parts of the Works, make openings in or through the same as the Engineering-in-charge may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineering-in-charge. If any such part or parts have been covered up or put out of view after compliance with the requirements of this sub-clause and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same, shall be borne by the Purchaser as mutually agreed upon but in any other cases all the such expenses shall be borne by the Contractor and shall be recoverable from him by the Purchaser or may be deducted by the Purchaser from any money due or which may become due to the Contractor.

#### 32.1.2 Improper Work and Material

The Engineering-in-charge shall during the progress of the works have power to order in writing from time to time:

- a) The removal from the Site within such time or times as may be specified in the Contract Documents of any materials which in the opinion of the Engineering-in-charge are not in accordance with the Contract Documents.
- b) The substitution of proper and suitable materials, and
- c) The removal and proper re-execution (notwithstanding any previous test thereof or interim payment there for) of any work which in respect of materials or workmanship is not in the opinion of the Engineering-in-charge in accordance with the Contract Documents. In case of default on the part of the Contractor in carrying out such order the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer or may be deducted by the Employer from any money due or which may become due to the Contractor.

#### **Materials Handling and Storage**



32.1.3 If the materials belonging to the Contractor are stored in area other than those earmarked for him, Employer will have the right to get them moved to the area earmarked for the Contractor at the Contractor's cost.

32.1.6 The Contractor shall be responsible for making suitable storage facilities to store all materials and equipment.

#### 34.1 **Contractor's Organization**

The Contractor shall supply to the Employer and the Engineer-In-Charge a chart showing the proposed Organization to be established by the contractor for carrying out work of the facilities. The chart shall include the identities of the key personnel to be employed within seven (7) days of the Effective date. The Contractor shall promptly inform the Employer and the Engineer-In-Charge in writing of any revisions or alteration of such an Organisation Chart.







SECTION V : ANNEXURES/PROFORMA

ANNEXURE : K

A. I,----- on behalf of -----(name of the company /partnership firm)-----  
----- do hereby declare that I have gone through all the provisions of NIT No. -----dated --  
----- (including subsequent Addenda/ Corrigenda and other documents) and clearly understood the  
implications of all those provisions and submitting my / our bid adhering all the provisions of said NIT (including  
subsequent Addenda/ Corrigenda and other documents).

B. I,----- on behalf of M/s. -----

(name and address of the bidder) hereby declare that M/s. -----

(name of the bidder) is not blacklisted/ debarred by any Government department/

Public Sector Undertakings/ Other Government Agencies for which we have executed/

undertaken the works/ services during the last ----- year(s).

C. I, ----- on behalf of M/s. ----- (name

and address of the bidder) do hereby declare that no additions/ deletions/ corrections

have been made in the downloaded/ supplied tender document and the tender

document submitted by M/s. ----- (name of the bidder) is identical to

the one appearing in the procuring entity's portal/supplied by the procuring entity.

I, hereby, further declare that all the above information declared hereinabove, are true to the  
best of my knowledge and in the event any of the above information at a later stage, is found  
to be false, by the Procuring Entity, the Procuring Entity shall be at liberty to take any action  
as deemed fit at my/ our sole risk and cost.

Signature of Bidder / Authorised representative

Seal of the Company

**ANNEXURE-I : BIDDER INFORMATION SHEET**

(To be filled, signed and attached)

1.0	Proposal No. and Date			
2.0	Validity of offer from date of opening of bid			
3.0	Name and Communication Details			
3.1	Full legal name of Prime Bidder			
3.2	<b>Registered Office details</b>			
a)	Address			
b)	Contact Telephone Nos.			
c)	Email ID			
d)	Fax. Nos.			
e)	Person to be contacted			
3.3	<b>Kolkata office details</b>			
a)	Address			
b)	Contact Telephone Nos.			
c)	Email ID			
d)	Fax. Nos			
e)	Person to be contacted			
4.0	Nature/status of candidate firm (whether sole Proprietary/ Partnership)/Private Limited/ Public Limited/Public sector)			
4.1	<b>Type of organization and its legal entity</b>			
a)	In case of individual: Give his full name, address, place and nature of business.			
b)	In case of partnership firm: Give the names of all the partners and their addresses.			
c)	In case of companies: Give date and place of registration including date of commencement certificate in case of public companies.			
5.0	<b>Names of Responsible persons and their designation: (for handling all aspects of this tender/order)</b>			
	Person	Designation	Based at	Telephone No./E-mail/Fax
a)				
b)				



c)			
7.0	Power of Attorney/Letter of Authority (An attested copy to be enclosed in case the tender/ offer is signed by an Individual other than the sole proprietor)	Enclosed/Not enclosed	
8.0	Authorisation & Alteration to Tender has been signed by person duly authorized/ empowered to do so	Yes/No	
9.0	In case of placement of the order(if placed) , the address with GSTIN no. of the office to be addressed :		
10.0	Product catalogues, leaflets etc. attached	Yes/No	
11.0	Financial Details of the Bidder		
11.1	Name & address of Bankers		
11.2	GST Registration details		
11.3	PAN/TAN No.		
11.4	MSME	Not applicable/Medium/Micro/Small	

Signature : .....

SEAL OF COMPANY

Name : .....Designation : .....

\* Scanned self attested copies of certificates/documents, as applicable to be submitted.

Authorized Signature, Name & Designation

**ANNEXURE-II****Section 1500****Cement Concrete Pavement****Cement Concrete Pavement****1504 INTERLOCKING CONCRETE BLOCK PAVEMENT****1504.1 Scope**

Interlocking Concrete Block Pavement (ICBP) shall consist of a surface layer of appropriate sized concrete paving blocks paved and compacted over a thin bedding sand layer of specified grading, which is spread over a properly constructed and profiled base course and is bounded by properly installed edge restraints. The joints shall be filled by fine sand of specified grading. The work shall include supplying laying and paving of blocks including all materials, labour and equipment and performing all operations in connection with the laying of ICBP as per these Specifications.

**1504.2 Materials**

**1504.2.1** The Concrete Paving Block shall conform to the relevant IS standard.

**1504.2.2 Bedding Sand**

Bedding sand shall conform to the grading given in **Table 1500.6**.

**1504.2.3 Joint filling sand**

Joint filling sand shall conform to grading given in **Table 1500.6**.

**Table 1500.6. Grading for bedding and joint filling sand**

IS Sieve Size	Percent Passing	
	For Bedding Sand	For Joint Filling Sand
10.00 mm	100	100
4.75 mm	90 - 100	90 - 100
2.36 mm	60 - 95	75 - 100
1.18 mm	15 - 34	55 - 90
600 micron	25 - 60	35 - 59
300 micron	5 - 20	8 - 30
150 micron	0 - 10	0 - 10
75 micron	0 - 5	0 - 5

**1504.3 Buffer**

Buffer of specified quantity of paving blocks (of the same shape, size and thickness) required for normal maintenance of paved area as specified by the Engineer, shall be supplied and stored for replacement as and when needed. Normally this will be 5 percent of the blocks used in the paved area.

**1504.4 Block Thickness**

For rural roads catering to heavy vehicles, the minimum thickness of paving blocks shall be 60 mm for traffic up to 100 vehicles per day, and 80 mm for projected traffic from 100 to 250 vehicles per day. Two wheelers shall not be counted in traffic census.

**1504.5 Dimensions and Tolerances**

The dimensions and tolerances of paving blocks shall conform to the Specifications given in **Table 1500.7**. Aspect ratio is the ratio of length to thickness of blocks, Chamfer is the beveled edge, provided on the top surface of a block, Plan area is the horizontal area bounded by the vertical faces. Wearing surface area is the horizontal area bounded by the vertical faces, of the edge blocks minus the area reduced due to the presence of chamfer.

**Table 1500.7 Dimensions and Tolerances for paving blocks**

Sl. No.	Dimension	Recommended values	Tolerance Limit
1)	Width W	To be specified by Manufacturer	$\pm 2$ mm
2)	Length L	To be specified by Manufacturer	$+2$ mm
3)	Thickness T	60 to 80 mm	$\pm 3$ mm
4)	Aspect Ratio L/T	Maximum : 4.0	+ 0.2
5)	Chamfer (Aries)	Maximum : 5 mm Maximum : 7 mm	$\pm 1$ mm
6)	Plan Area	Maximum : 0.03m <sup>2</sup>	+ 0.001 m <sup>2</sup>
7)	Wearing Face Area	Minimum 75% of Plan Area	- 1%
8)	Squareness	NIL	$\pm 2$ mm



## 1504.6 Compressive Strength

**1504.6.1** The average 28 days compressive strength of 8 blocks shall be 30 MPa and strength of individual block shall be not less than 26 MPa.

**1504.6.2** The 28 days compressive strength of paving blocks tested as per relevant IS specification shall be determined as explained hereinafter.

**1504.6.2.1** Compression testing machine of adequate capacity shall be used for testing of blocks. The steel bearing plates shall have a minimum thickness of 25 mm. The surface area of the bearing side of the plate should be such that no edge of the bearing plate is less than 10 mm from the outer edge of the paving block being tested.

**1504.6.2.2** In case the testing surface of the paving block departs from a plain surface by more than 0.05 mm, capping using suitable materials shall be adopted for testing as per IS:516.

**1504.6.2.3** The blocks shall be stored for 24±4 hours in water maintained at a temperature of (20±5)°C before testing. The dimensions and plan areas of the block shall be determined. The bearing plates of the testing machine shall be wiped clean. The specimen shall be clamped between the plates in such a way that the axes of the specimen are vertically aligned with those of the bearing plates.

**1504.6.2.4** The load shall be applied without shock and increased continuously at a rate of 15±3 N/mm<sup>2</sup>/minute until no greater load can be sustained by the specimen or delamination occurs. The maximum load applied to the specimen shall be noted.

**1504.6.2.5** The apparent compressive strength of individual block shall be calculated by dividing the maximum load(N) by the plan area (mm<sup>2</sup>). The corrected compressive strength shall be calculated by multiplying the apparent compressive strength by the appropriate correction factor from **Table 1500.8**. The strength shall be expressed to the nearest 0.1N/mm<sup>2</sup>.

**Table 1500.8 Correction Factors for Thickness and Chamfer of Paving Block for Calculation of Compressive Strength**



Paving Block Thickness (mm)	Correction Factor for	
	Plain Block	Chamfered Block
60	1.00	1.06
80	1.12	1.18

#### 1504.6.2.6 *Water Absorption*

The Water absorption being the average of five blocks shall be not more than 6 percent by mass.

#### 1504.7 **Edge Blocks**

The edge blocks shall have equivalent cube compressive strength not less than 30 MPa. The road kerbs provided on the edges of the road also serve the purpose of edge blocks. In case the end kerbs are not provided, 450 mm x 300 mm x 150 mm of M30 grade concrete edge blocks or other suitable size as per drawings or direction of the Engineer shall be provided.

#### 1504.7.1 **Subgrade**

The Subgrade shall conform to Clause 1501.5.1 these Specifications. The soaked CBR of subgrade soil shall be not less than 4 percent.

#### 1504.8 **Sub-base**

The sub-base shall be 150 mm thick granular layer of WBM Gr. 1 conforming to Section 400 of these Specification. In case the subgrade soil is clayey, the sub-base shall be extended over the full formation width for proper drainage.

#### 1504.9 **Base Course**

A minimum 250 mm thick layer of granular/stabilized base course of WMM layer shall be provided. The base course layer shall be extended at least 300 mm beyond the edge restraints. The material shall conform to Section 400 of these Specifications.

#### 1504.10 **Bedding Sand**

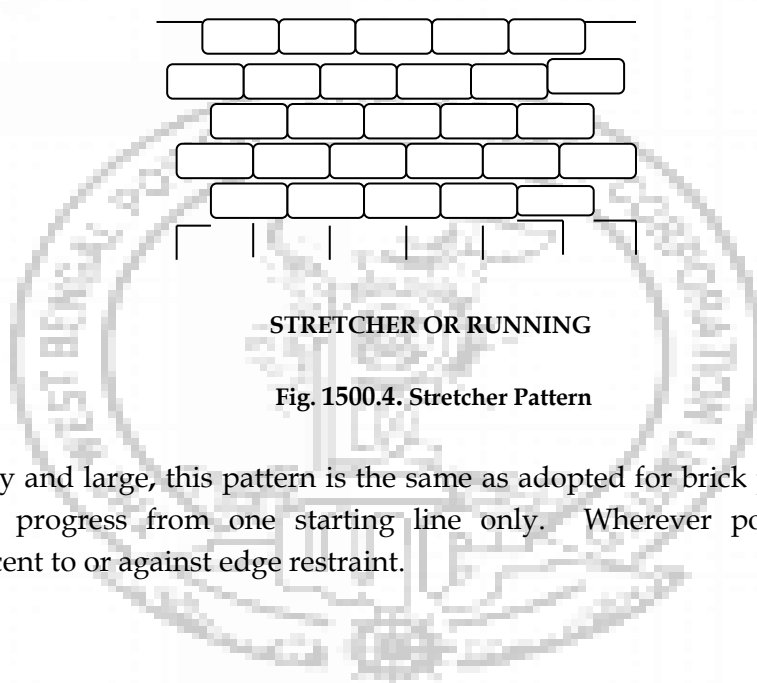
Bedding sand conforming to Table 1500.6 shall be uniformly laid to a compacted thickness of 25 mm for 60 mm thick blocks and 30 mm for 80 mm thick blocks. Bedding sand shall be unloaded in small piles regularly placed over the base course and shall preferably have a moisture content of about 6 percent which will facilitate its spreading and compaction. Bedding sand shall be screeded in a uniform layer over the base course. At the time of



screeding, the thickness of sand must allow for the amount by which it will be subsequently compacted which is normally about 25 percent more than the compacted thickness. Screeding shall not proceed beyond about 1 m ahead of the planned end of block paving for the day. Sand shall preferably be compacted with a manual, fabricated plate compactor and the level shall be readjusted using the screed. The surface profile of the screeded bedding sand shall match that required for the completed pavement.

#### 1504.11 Paving Pattern

The pattern in which blocks are to be paved shall be stretcher as shown below in **Fig. 1500.4**.



**1504.11.1** By and large, this pattern is the same as adopted for brick paving. Paving shall commence and progress from one starting line only. Wherever possible, paving shall commence adjacent to or against edge restraint.

#### 1504.12 Paving and Compaction of Blocks

Blocks shall be placed at the correct angle to the start line to achieve the final orientation of the laying pattern. For curved or unfavourably oriented edge restraints, a string line shall be established to permit fast, easy laying such that it is not required to fore a block between the blocks already paved. Control over alignment, laying pattern and joint width can be assisted by the use of chalked string lines set at about 5 m intervals. Nominal joint width of 2 to 4 mm shall be maintained by holding the paving unit lightly against the face of the adjacent block and allowing it to slide into position. Cutting paving units for filling the paving gaps occurring against edge restraints etc. shall be deferred until sufficient work has progressed to allow reasonably continuous operation. When space does not permit the use of cut pieces of blocks,





premixed or dry packed concrete shall be used. After a section has been paved compaction shall be effected by using vibrating plate compactors in the following sequence of operations :

- i) Vibrate the blocks with three passes of the plate vibrator of adequate capacity
- ii) Spread a thin layer of fine joint filling sand on top of the paved blocks and sweep it into the joints, using suitable brooms.
- iii) Vibrate the sand into the joints by making three passes of the compactor.
- iv) Sweep off the excess sand from top of blocks.

As a guide to the characteristics of typical vibrating plate compactors, standard compactors have a weight of 90 kg. a plate area of 0.3 m<sup>2</sup> and apply a centrifugal force of 1500 kg. Heavy duty compactors weigh between 300 to 600 kg. have a plate area of about 0.5 to 0.6 m<sup>2</sup> and apply a centrifugal force in the range of 2000-3000 kg. Use of heavy duty compactors is desirable for trafficked pavements.

#### **1504.12.1**      *Trial length*

The Contractor shall lay a trial length of 30 m and get it inspected and approved from the Engineer before proceeding with the regular paving work. The trial length shall be rectified/relaid if found deficient in any respect. The procedure demonstrated in the laying of trial length shall be followed while executing the main construction work.

#### **1504.13**      **Opening to Traffic**

The pavement can be opened to traffic as soon as the construction work is completed.

#### **1504.14**      **Surface Tolerances**

##### **1504.14.1**      *Transverse profile*

When measured by a camber template, the transverse profile shall not deviate by more than 10 mm from the design profile.

##### **1504.14.2**      *Longitudinal profile*

When measured by a 3 m straight edge, the longitudinal profile shall not deviate by more than 12 mm from the design profile.

#### **1504.15**      **Acceptance Criteria**

From each lot of 500 blocks, five blocks shall be selected at random for water absorption and compressive strength tests. In case the number of blocks in the lot is less than 500, a minimum 1 percent of the blocks delivered to site shall be tested for water absorption and strength. The blocks shall be first tested for water absorption and these shall meet the requirement of Clause



1504.6.2.6 of these specifications. The same five blocks (or minimum 1 percent shall be tested for strength and shall conform to the strength as per Clause 1504.6.1 of these specifications.

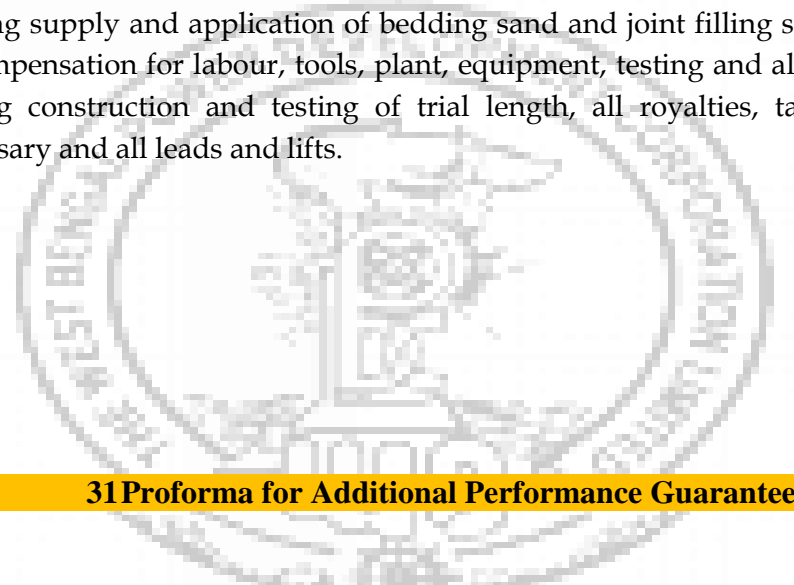
The paved surface shall meet the tolerances for lines, levels, and grades etc. as given in Section 1800 of these Specifications.

**1504.16 Measurements for Payment**

The measurement of the paved area shall be in square meters measured from the inner edge of edge restraints on one side of the pavement to the inner edge of the edge restraints on the transverse side of the pavement. The measurement of the edge restraints shall be in number of units or in cubic meters.

**1504.17 Rate**

The contract unit rate shall include the cost of blocks, cost of stacking, transportation to site and paving including supply and application of bedding sand and joint filling sand. The rate shall include full compensation for labour, tools, plant, equipment, testing and all incidentals to the work, including construction and testing of trial length, all royalties, taxes, storage rents wherever necessary and all leads and lifts.



**31 Proforma for Additional Performance Guarantee**

PROFORMA FOR BANK GUARANTEE (FOR ADDITIONAL CONTRACT PERFORMANCE GUARANTEE)

(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee No.: \_\_\_\_\_

Date: \_\_\_\_\_

To,

[Procuring Entity's Name & Address]

Dear Sir,

In consideration of the.... [Procuring Entity's Name]..... (Hereinafter referred to as the 'Procuring Entity' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and



assigns) having awarded to M/s..... [Contractor's Name]..... With its Registered/Head Office at..... (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Procuring Entity's Letter of Acceptance No. .... dated ..... and the same having been acknowledged by the Contractor, for ..... [Contract sum in figures and words] for ..... [Name of the work] and the Contractor having agreed to provide an Additional Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ..... (\*)..... of the said value of the aforesaid work under the Contract to the Procuring Entity.

We..... [Name & Address of the Bank]..... having its Head Office at..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Procuring Entity on demand any and all monies payable by the Contractor to the extent of ..... (\*) ..... as aforesaid at any time upto..... (@) ..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Procuring Entity on the Bank shall be conclusive and binding notwithstanding any difference between the Procuring Entity and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Procuring Entity and further agrees that the guarantees herein contained shall continue to be enforceable till the Procuring Entity discharges this guarantee or till .....[days/month/year] whichever is earlier.

The Procuring Entity shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Procuring Entity shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Procuring Entity and the Contractor or any other course or remedy or security available to the Procuring Entity. The Bank shall not be released of its obligations under these presents by any exercise by the Procuring Entity of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Procuring Entity or any other indulgence shown by the Procuring Entity or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

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

Our liability under this Bank Guarantee shall not exceed .....

This Bank Guarantee shall be valid up to and including .....

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Procuring Entity serve upon Bank a written claim or demand on or before .....@.....

Dated this..... Day of .....(Month)..... (Year)..... at.....

WITNESS



.....

(Signature)

(Signature)

.....

(Name)

.....

(Name)

.....

(Engineer / Officer Address)

.....

(Designation with Bank Stamp)

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

Dated.....

Notes:

1. (\*) This sum shall be 10% (ten percent) of the Contract Price.
2. (@) This date will be Ninety (90) calendar days beyond the defects liability period as specified in the Contract.
3. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

**32 PROFORMA FOR BANK GUARANTEE FOR BID SECURITY/BID GUARANTEE**

**PROFORMA FOR BANK GUARANTEE**

(To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Bank Guarantee No.: \_\_\_\_\_

Date: \_\_\_\_\_

To,

West Bengal Power Development Corporation Limited  
Bidyut Unnayan Bhaban, Block- LA, Plot No. 3/C, Sector-III,  
Salt Lake City, Kolkata- 700106, West Bengal, India.

Dear Sir,

In accordance with your RFP No. \_\_\_\_\_ M/s ..... (Name of Participating Contractor) having its Registered Head Office at \_\_\_\_\_ (hereinafter called the Bidder) wish to participate in the said RFP/Tender for \_\_\_\_\_ (Name of Job).



As an irrevocable Bank Guarantee against Bid Security for an amount of \_\_\_\_ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document, we, the \_\_\_\_\_ Bank at \_\_\_\_\_ having our Head Office / Registered Office at \_\_\_\_\_ (Address of Bank) guarantee and undertake to pay immediately on demand by the West Bengal Power Development Corporation Limited the amount of \_\_\_\_\_ (in words and figures) without any reservation, protest, demur and recourse. Any such demand made by said Procuring Entity shall be conclusive and binding on us irrespective of any dispute of difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to @ \_\_\_\_\_ (six months from the Closing date of submission of bid) with a claim period of another 3(three) months. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s ..... (Participating Bidder) on whose behalf this Guarantee is issued. All rights of the West Bengal Power Development Corporation Limited under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities thereunder unless the WBPDC brings any suit or action to enforce a claim under this Guarantee against the Bank within ninety (90) calendar days from the above mentioned expiry date of validity or, from that of the extended date.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ Year ..... at \_\_\_\_\_.

WITNESS:

\_\_\_\_\_  
(Signature and Name) (Signature and Name)

\_\_\_\_\_  
(Engineer / Officer address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No. \_\_\_\_\_

Date:

**33 Contract Agreement From**

ARTICLES OF AGREEMENT made this \_\_\_\_\_ between THE WEST BENGAL POWER DEVELOPMENT CORPORATION LIMITED (A Government of West Bengal Enterprise) incorporated under the Companies Act, 1956 having its Registered office at Bidyut Unnayan Bhaban,3/C,LA Block, Bidhannagar, Sector-III, Kolkata-700106 hereinafter referred to as "WBPDC" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the One Part; and M/s..... WITH ITS Registered/Head Office at \_\_\_\_\_ hereinafter referred to as the "Contractor" (which expression shall unless excluded by or repugnant to the context be deemed to include his hers, executors, administrators, representatives and assigns) of the Other Part.

WHEREAS WBPDC invited Tenders to be submitted for "Name of the job



" (NIT No:..... Ded:- .....) mentioned in the Tender Documents submitted by the Contractor as laid down in Annexure,,A" attached.

AND WHEREAS in pursuance of such invitation for tender the Contractor submitted a tender as a Annexure "A".

AND WHEREAS one of the conditions embodied in the Tender submitted by the Contractor and accepted by WBPDCL was that Contractor upon acceptance of his Tender shall enter into an Agreement With WBPDCL and shall furnish a security deposit which is .....% of the ordered value of the work shall be accumulated in the following way, EMD amount Rs..... as deposited shall be converted into security deposit as laid down in Service Contract No: HQ/M&C/..... Dt..... The balance amount shall be deducted from each running account bill at the rate of ...% of the amount of the bill till .....% of the ordered amount is recovered in a manner mentioned in the said Tender as in Annexure "A" duly endorsed in favour of WBPDCL for the due observance, fulfillment and performance by the Contractor of the terms, conditions and covenants on the part of the Contractor mentioned in the said Tender so accepted by WBPDCL as in Annexure "A".

And Whereas WBPDCL has called upon the Contractor to execute the presents.

WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. That the contractor shall duly and faithfully fulfill, observe and perform the terms, conditions and covenants embodied in the said Tender submitted by the contractor and duly accepted by WBPDCL as laid down in Annexure ,,A" attached.
2. The upon the Contractor duly and faithfully fulfilling, observing and performing all the terms, conditions and covenants on the part of the Contractor contained in the said tender submitted by the contractor and accepted by WBPDCL and WBPDCL shall pay to the Contractor the costs and charges payable to the Contractor under the terms and conditions of the said tender.

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands and Seals the day month and year first above written.

SIGNED AND DELIVERED for and on behalf of The West Bengal Power Development Corporation Limited.

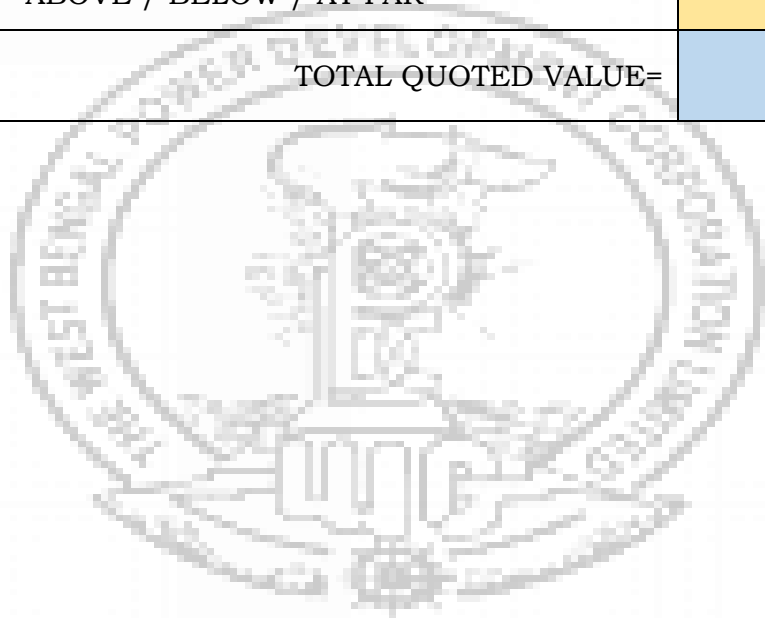
in the presence of

SIGNED AND DELIVERED by the Contractor

in the presence of



<b>ABSTRACT OF COST (excluding GST)</b>			
1	Part-A	Partial widening of Bankura railway siding platform at Bankura	Rs.90,94,205.00
2	Part-B	Repairing of road from Keranibandh road to Bankura railway siding at Bankura	Rs. 1,35,02,464.00
TOTAL (A+B) = Rs.			<b>2,25,96,669.00</b>
QUOTED RATE .....( % ) percentage ABOVE / BELOW / AT PAR=			
TOTAL QUOTED VALUE=			







## ANNEXURE-III (Schedule of work)

A. "Partial widening of Bankura railway siding platform at Bankura"					
Sl. No.	Description of Items	Unit	Rate (Rs.)	Quantity	Amount (Rs.)
1	Clearing and grubbing road land including uprooting wild vegetation, grass, bushes, shrubs, saplings and trees of girth upto 300 mm, removal of stumps of such trees cut earlier and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned, upto a lead of 1000 m including removal and disposal of top organic soil not exceeding 150 mm in thickness as per Technical Specifications Clause 201 for Rural Roads of MORD By Mechanical Means	Sqm	2.85	3,765.00	10,742.67
2	Construction of Earthen embankment in Subgrade and Earthen Shoulders Construction of subgrade and earthen shoulders with approved material obtained from borrow pits (arranged by the Contractor) with all lifts and leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of Table 300.2 with any lead upto as per Technical Specification Clause 303.1 for Roads of MORD. (Finised embankment pre work post work measurement)	CuM	285.18	25,615.00	73,04,885.70
3	Removal of unserviceable soil including excavation, loading and disposal upto 1000 metres lead but excluding replacement by suitable soil which shall be paid separately as per Technical Specification Clause 302.3.11 for Rural Roads of MORD. (Mode of measurement: pre works and post works)	Cum	27.90	685.00	19,111.50
4	Rolling in subgrade by power roller in all sorts of soil to proper camber and grade including water as per direction and satisfaction of Engineer -In-Charge.	Sqm	1.80	2,410.00	4,338.00
5	Water Bound Macadam Base Course: Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with vibratory roller 8-10 tonnes in stages to proper grade and camber, applying and brooming requisite type of screening / binding materials to fill up the interstices of coarse aggregate, watering including lighting, guarding, barricading and making necessary earthen bundh of one metre width on each side and preparing the bed by necessary cutting or filling, including cost of all materials and hire and labour charges of all men and machinery and compacting to the required density, as per Clause 404 of Specifications for Road & Bridge Works of MoRT&H (5th Revision).Grading-I Aggregate (63 mm to 45 mm) Using Stone Screening Type A (13.2 mm) by mechanical means.	Cum	2,582.04	560.00	14,45,942.40
6	Turfing with Sods Furnishing and laying of the live sods of perennial turf forming grass on embankment slope, verges or other locations shown on the drawing or as directed by the Engineer including preparation of ground, fetching of sods and watering as per Clause 307 of Specifications for Road & Bridge Works of MoRT&H (5th Revision).	Sqm	17.20	2,440.00	41,968.00



7	Cutting kutchra drain of 600 mm wide and depth up to 300 mm, including disposal of excavated material in embankment slopes within a lead of 50 m.	Mtr.	14.40	350.00	5,040.00
8	Supplying, spreading and consolidating Moorum to a depth of 75 mm at desired density and C.B.R. as per specification with power roller to proper gradient and camber including watering as necessary, and lighting, guarding, barricading and making adequate earthen bundh where necessary to protect the edges and curing with water for 2 to 3 days, mending cracks by rolling where necessary including all incidental charges of roller, cost of fuel & lubricants etc. complete as per specification.	CuM	624.23	420.00	2,62,176.60
				<b>Total Rs. =</b>	<b>90,94,204.87</b>
				<b>Round off =</b>	<b>90,94,205.00</b>
				<b>adding proposed GST @18%</b>	<b>Value comes to Rs. 1,07,31,161.90</b>

<b>B. "Repairing of road from Keranibandh road to Bankura railway siding at Bankura"</b>					
<b>Sl. No.</b>	<b>Description of Items</b>	<b>Unit</b>	<b>Rate (Rs.)</b>	<b>Quantity</b>	<b>Amount (Rs.)</b>
1	Earthwork in cutting to form road section in correct profile including removal of spoils not exceeding initial lead of 50m and initial lift of 1.5m iii) In mixed hard soil (i.e hard moorum and soil containing laterite and boulders which do not require blasting) (Mode of measurement: pre works and post works)	Cum	109.90	979.00	1,07,592.10
2	Dressing and chilchalling Road flanks including cutting and filling with earth up to 150 mm average thickness finished with outward cross-grade of 1 in 30	Sqm	12.20	5143.00	62,744.60
3	Removal of unserviceable soil including excavation, loading and disposal upto 1000 metres lead but excluding replacement by suitable soil which shall be paid separately as per Technical Specification Clause 302.3.11 for Rural Roads of MORD. (Mode of measurement: pre works and post works)	Cum	27.90	979.00	27,314.10
4	Box cutting or filling in Road embankment in all sorts of soil including spreading the spoils properly over the flank as necessary or on berm to approximate grade & camber and rolling the sub-grade with power roller to proper camber and grade as per direction and satisfaction of Engineer-in-charge including uprooting and removing plants and jungles when and where necessary.	SqM	52.40	440.00	23,056.00
5	Rolling in subgrade by power roller in all sorts of soil to proper camber and grade including water as per direction and satisfaction of Engineer -In-Charge.	Sqm	1.80	6160.00	11,088.00
6	Granular Sub-base with Grade-V Material, Plant Mix Method: Construction of granular sub-base by providing graded material, mixing in Wet Mix Plant at OMC, carriage of mixed material to work site, spreading in uniform layers with Motor grader on prepared surface in proper grade and camber, compacting with vibratory power roller to achieve the desired density, including lighting, guarding, barricading, including cost of all materials, machinery, tools and plants and cost of	Cum	1969.82	382.00	7,52,471.24



	quality control complete as per Clause 401 of Specifications for Road & Bridge Works of MoRT&H (5th Revision).				
7	Wet Mix Macadam Base Course Providing, laying, spreading and compacting graded stone aggregate to Wet Mix Macadam specification including screening of aggregates and granular materials, premixing the material with water at OMC in Wet Mix Plant, carriage of mixed material by tipper to site, laying in uniform layers with Paver in Sub- base / Base course on well prepared surface and compacting with Vibratory Roller to achieve the desired density, including supply of all materials, machinery, fuel and lubricants, including incidental costs for lighting, guarding, barricading, making earthen bundh to protect the edges including cost of quality control complete as per Clause 406 of Specifications for Road & Bridge Works of MoRT&H (5th Revision).	Cum	2359.88	810.00	19,11,502.80
8	Rectangular Concrete Block Pavement: Manufacturing, laying of cement concrete blocks of size 0.450 m x 0.300 m x 0.15 m of Cement Concrete (C.C.) M30 grade and spreading 50 mm thick sand underneath and filling joints with sand on existing W.B.M. base as per Technical Specification Clause 1503 for Rural Roads of MORD.	Sqm	932.00	693.00	6,45,876.00
9	100mm thk Paver block M50 grade 100 mm thick interlocking designer concrete paver block M-50 grade for hightraffic zone, bus terminus, industrial complex, mandi houses etc. as per IS: 15658- 2006 (over 20-40 mm medium sand bed on 250mm thk WBM/ WMM base course & 250 mm thk bound gnular/ granular sub-base course & filling the interstices of blocks with fine sand by brooming & subsequent watering including cost of sand for sand bed but excluding cost of base, sub-base course & subgrade preparation.) complete as per direction of Engineer-in-Charge. [Note: Subgrade CBR shouldnot be less than 5] Grey	Sqm	1721.00	5390.00	92,76,190.00
10	Restoration of rain cuts with soil, moorum gravel or a mixture of these, clearing the loose soil, benching for 300mm width laying fresh material in layers not exceeding 250 mm and compaction with plate compactor or power rammer to restore the original alignment, level and slopes as per drawings and technical specifications Clause 1902 for Rural Roads of MORD.	Sqm	140.00	2100.00	2,94,000.00
11	Turfing with Sods Furnishing and laying of the live sods of perennial turf forming grass on embankment slope, verges or other locations shown on the drawing or as directed by the Engineer including preparation of ground, fetching of sods and watering as per Clause 307 of Specifications for Road & Bridge Works of MoRT&H (5th Revision).	Sqm	17.20	925.00	15,910.00
12	Chute Drains Providing Chute drains 250 x 300 mm (inside dimensions) across Embankment Slopes in approaches of Bridges and on horizontal curves consists of earthwork in excavation for foundations of structures as per drawings and technical specifications Clause 307 for Rural Roads of MORD including setting out construction of shoring and bracing deleterious matter, dressings of sides and bottom and	Mtr.	1153.00	100.00	1,15,300.00



	backfilling with approved material (By manual means), Plain Cement Concrete (1:2:4), 125 mm thick Brick Masonry followed by 20 mm thick plastering (1:4) and 75 mm thick Coping with M-20 Concrete on top of the Chute Walls as per specification, drawing and direction of the Engineer-in-Charge. metre 1153.00 1373.00 3.28 Land Slide Clearance in				
13	R.C. Guard post Supplying fitting and fixing R.C. guard post 1.37m long with C.C. 1:2:4 with graded stone chips of 13.2mm down casting , curing complete including cost of providing 4nos.of 12mm dia. rod of length 1.54m as main reinforcement and 6 nos. of round shaped 8mm dia rods used as binders; the placing of the first binder should be at 75mm below the top finished surface and the other 5 nos of binders should be placed at 245mm c/c ; the guard post is of octagonal section with inscribed circle of dia 24cm at the base tapering to corresponding dimensions of 16cm at the top including two coats of painting with best quality synthetic enamel paint of approved make and grade to form 6 nos. horizontal alternate bands in white/tannery yellow and black to 90 cm length standing up above ground after mending good damages if any during striking off shuttering, making hole in ground of 47cm depth and 30cm. minimum dia, fixing the guard posts in the same holes and repacking the earth properly so as to keep the guard posts standing properly erect in correct position true to line and length including carriage of R. C. Guard Post with due care to the site including loading into the truck and unloading at site complete in all respect. With Pakur variety stone chips	Each	773.00	100.00	77,300.00
14	Construction of Earthen embankment in Subgrade and Earthen Shoulders Construction of subgrade and earthen shoulders with approved material obtained from borrow pits (arranged by the Contractor) with all lifts and leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of Table 300.2 with any lead upto as per Technical Specification Clause 303.1 for Roads of MORD. (Finised embankment pre work post work measurement)	CuM	285.18	365.00	1,04,090.70
15	Supplying, spreading and consolidating Moorum to a depth of 75 mm at desired density and C.B.R. as per specification with power roller to proper gradient and camber including watering as necessary, and lighting, guarding, barricading and making adequate earthen bundh where necessary to protect the edges and curing with water for 2 to 3 days, mending cracks by rolling where necessary including all incidental charges of roller, cost of fuel & lubricants etc. complete as per specification.	CuM	624.23	125.00	78,028.75
				<b>Total Rs. =</b>	<b>1,35,02,464.29</b>
				<b>Round off =</b>	<b>1,35,02,464.00</b>
				<b>adding proposed GST @18% Value comes to Rs.</b>	<b>1,59,32,907.52</b>

