NIET No: WBSEDCL/SPGD/200 MW/Solar Park/2020-21/NIT-19 Date: 30.05.2020

TENDER DOCUMENT

For

Geo Technical Investigation & Measurement of Earth resistivity at the proposed 200MW(125 MW in 1st Phase & 75 MW in 2nd Phase) Solar Park Project site located under Block Ramnagar-II, District - PurbaMedinipur, West Bengal

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(A Govt. of West Bengal Enterprise)

VIDYUT BHAVAN, BLOCK – DJ, SECTOR – II SALT LAKE, KOLKATA – 700 091

BID DETAILS

SI.No.	ITEM	DETAILS
1	NIT No.	WBSEDCL/SPGD/200 MW/ Solar Park/2020-21/NIT- 19 dt. 30.05.2020
2	Name of work	Geo Technical Investigation & Measurement of Earth resistivity at the proposed 200MW(125 MW in 1st Phase & 75 MW in 2nd Phase) Solar Park Project site located under Block Ramnagar-II, District - PurbaMedinipur, West Bengal
3	Tender Fee (Non-refundable) [In the form of Demand Draft/Banker's Cheque]	Rs. 2,300/- plus GST@18%(Total Rs. 2,714/- (Rupees Two thousand seven hundred forteen only) ** Those who have already submitted Tender Fee against NIT No. WBSEDCL/SPGD/200 MW/Solar Park/2020-21/NIT-18 dt. 29.04.2020 need not submit the Tender Fee once again. However they need to submit the offer rate afresh.
4	Estimated Cost of the Project	Rs. 23,00,000/- (Rs. Tweny three lakhs only)
5	Earnest Money (In the form of Bank Guarantee/ Demand Draft/Banker's Cheque)	Rs. 46,000/- (Rupees Forty six Thousand Only) ** Those who have already submitted Earnest Money against NIT No. WBSEDCL/SPGD/200 MW/Solar Park/2020-21/NIT-18 dt. 29.04.2020 need not submit the Earnest money once again.However they need to submit the offer rate afresh.
6	Validity of Earnest Money (in case of Bank Guarantee)	06 (six) months from the date of opening of Bid and with a claim period of another 03 (three) months
7	Date of uploading of NIeT Documents (Online)	30/05/2020
8	Document download start date (Online)	30/05/2020 (After Uploading of NIT Document)
9	Last Date of submission of queries, if any, for the pre-bid meeting (Only through email)	02/06/2020 upto 12:00 hrs.
10	Pre Bid Meeting (Date & Venue)	02/06/2020 at 14:00 hrs at the Office of the Chief Engineer, Solar Power Generation Department (SPGD), WBSEDCL 5th Floor, B Block, Vidyut Bhavan, WBSEDCL Block — DJ, Sector-II, Salt Lake, Kolkata — 700091
11	Bid proposal submission start date (Online)	02/06/2020 from 16:00 hrs
13	Last date & time for submission of bid (Online)	08/06/2020 upto 14:00 hrs
14	Date of Submission of original copies of Earnest Money Deposit and Cost of tender document	08/06/2020 upto 12:00 hrs.

	(Manual Submission)	Office of the Chief Engineer, WBSEDCL, 5th Floor, Solar Power Generation Department (SPGD), B - Block, Vidyut Bhavan, Block – DJ, Sector-II, Salt Lake, Kolkata – 700091
	(Online Submission)	In case of online submission of the Tender fee and Earnest money Deposit, all the interested participates are requested to furnish the details of vendor profile(Vendor name, Vendorld.PAN, GST Registration no.) through email of WBSEDCL for information of bank details
15	Date and time of opening of Bid (online)	01/06/2020 at 14:00 hrs
16	Time of completion of work	Field execution- by 14.06.2020 & Report submission 30.06.2020
17	Validity of offer	180 (One Hundred and Eighty) days (or within such extended period as may be, if required) from the date of opening of Bid.

PROJECT DETAILS

1	Location	Location-Mandarmani in MouzasDadanpatrabar,Mania&DakshinPurusottamou under Ramnagar-II Block
2	District	PurbaMedinipur
3	State	West Bengal
4	Nearest Railway Station	Contai

Details of Plant: Geo technical Investigation & Earth resistivity measurement at the proposed

200 MW Solar Park Project(125 MW in phase-1 and 75 MW in phase-2)

West Bengal State Electricity Distribution Company Limited (A Government of West Bengal Enterprise) Solar Power Generation Department

Vidyut Bhavan (5th Floor, Block-B), Bidhannagar, Block DJ, Sector-II,Kolkata-700091

Phone:+913323197784 / +913323197484, Fax: 033-2321 2584 Website: www.wbsedcl.in, e-mail: solarwbsedcl@gmail.com,

CIN: U40109WB2007SGC113473

Ref: NIT No. WBSEDCL/SPGD/200 MW/ Solar Park/2020-21/NIT-19 dt. 30.05.2020

NOTICE INVITING e-TENDER

West Bengal State Electricity Distribution Company Limited (WBSEDCL) intends to prepare report on Geo Technical Investigation & Measurement of Earth resistivity at the proposed 200MW(125 MW in 1st Phase & 75 MW in 2nd Phase) Solar Park Project site located under Block Ramnagar-II, District - PurbaMedinipur, West Bengaltender document.

<u>Schedule of Dates for e-Tendering:</u>

SI. No.	Activity	Date & Time
1	Publishing Date	30/05/2020
	Document Download start date	30/05/2020(After Uploading of NIT Document)
2		
3	Last date of Pre-Bid Queries	02/06/2020at 12:00 hrs.
4	Date of Pre-bid Meeting	02/06/2020at 14:00 hrs.
5	Start date of Bid submission	02/06/2020 at 16:00 hrs.
6	End date of Bid submission	08/06/2020 at 14:00 hrs.
7	Date of physical submission of Tender Fee and EMD	01/06/2020 to 08/06/2020 between 11:00 hrs 16:00 hrs (Except Holidays).
8	Bid opening date	11/06/2020 at 14:00 hrs.

Intending bidders desirous of participating in the tender are to log on to the website https://wbtenders.gov.in for the tender. The tender can be searched by typing WBSEDCL in the search engine provided in the website.

Bidders willing to take part in the process of e-tendering are required to obtain Class 2 or Class 3 Digital Signature Certificate (DSC) in the name of person who will sign the tender, from any

authorized Certifying Authority (CA) under the Controller of Certification Agencies (CCA), Govt of India. The bidders are required to register the fact of possessing the Digital Signature Certificates through the Registration System available in the website.

Tenders shall be submitted online and intending bidders should download the tender documents from the website stated above, directly with the help of the DSC. This is the only mode of collection of tender documents. Details of submission procedure are given in "Instructions to Bidders".

The work must be completed within 30.06.2020. A time schedule proposing project implementation plan is required to be provided by the bidder with their bid.

Validity of offer should be 180 days (or within such extended period as may be, if required) from the date of opening of Financial/Price Bid.

The bid document will be uploaded in https://wbtenders.gov.in on 29/04/2020. The intending bidders may download the Tender Document from the above said website directly with the help of Digital Signature Certificate.

The cost of the bidding document will be Rs. 2,300.00+ 18% GST i.e 2,714/-(Rupees two thousand seven hundred forteen only) payable in Banker's cheque/ Demand Draft drawn in favour of WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED payable at Kolkata.

The cost of Bidding Document submitted by the bidder is 'Non refundable'. The bidder should deposit the cost of the bidding document physically at the office of the Chief Engineer, Solar Power Generation Department (SPGD), WBSEDCL under sealed cover superscribing the name of the company, name of the work with NIT No. within the stipulated time before opening the technical bid. Scanned copy of the same has to be uploaded in the website given above with their bid.

The bidders are advised to visit the site of installation and obtain all the necessary information as required for submission of their bid.

An Earnest money of Rs. 46,000/-(Rupees Forty six Thousand Only) shall have to be submitted in form of Bank Guarantee (as per the Pro-forma given in the tender document)/Demand Draft/Banker's Cheque to be drawn from any nationalized bank or scheduled bank of RBI in favour of "WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED" payable at Kolkata.

Kolkata and the same has to be documented through e-filing. The original Bank Guarantee/Demand Draft/Banker's Cheque against Earnest Money Deposit (EMD) must be submitted physically at the office of the Chief Engineer, Solar Power Generation Department (SPGD)WBSEDCL,5th floor, B block, under sealed cover superscribing the name of the company, name of the work with NIT No. within

the stipulated time before opening the technical bid. No interest shall be claimable on Earnest Money Deposit.

Alternatively in case of online deposition of Tender Fee and Earnest Money Deposit(EMD) in respect of above tender, all the interested participants are requested to furnish through email the details of vendor profile(Vendor name, Vendor Id.PAN, GST Registration no.) to generate the GST Invoice regarding payment of Tender Fee required for this tender. On receipt of the confirmation of their participation in this tender, the prospective bidders would be intimated the bank details of WBSEDCL through e-mail for transfer of the dues. In that case, submission of online tender will only be accepted on receipt of UTR no, and date of remittance for their respective dues.

Contact Person:

The Chief Engineer

Solar Power Generation Department (SPGD),

West Bengal State Electricity Distribution Company Limited (WBSEDCL), Vidyut Bhavan, 5th Floor, B – Block, Block – DJ, Sector – II,

Salt Lake, Kolkata – 700091, West Bengal, India

Corporate Identification No (CIN):U40109WB2007SGC113473 Website: www.wbsedcl.in

Contact No.: (033)23197-784

Email id: solarwbsedcl18@gmail.com

The Pre-Bid meeting will be held on 02/06/2020 at 14.00 hrs at the office of the Chief Engineer, Solar Power Generation Department (SPGD), Office of the Chief Engineer, WBSEDCL, 5th Floor, B Block, Vidyut Bhavan. However, Pre-bid queries, if any, have to be submitted on or before 02/06/2020 up to 12.00 hrs through email to solarwbsedcl2018@qmail.com.

This bid is a No Deviation Bid. However, request for any deviation may be considered only if pointed out by any prospective bidder(s) in the pre-bid meeting. The bid shall be of two parts and shall have to be submitted concurrently duly digitally signed in the website https://wbtenders.gov.in within the time as specified in the Bid Details. The intending bidders are required to submit their offer online only. No offline bid will be entertained and accepted. The Bidder(s) shall have to submit detail documentary evidence duly stamped and signed by any authorized person of their agency for fulfilment of above mentioned eligibility criteria along with Bid Documents. Details of the documents to be submitted are mentioned in the bid document.

Bid will be opened on 11/06/2020 at 14:00 hrs. Financial Bid of the bidders will be considered only if the Technical Bid of the bidder(s) is found qualified by the Tender Inviting Authority. The decision of the Tender Inviting Authority will be final and binding on all concerned and no challenge against such decision will be entertained. The successful bidder will be selected by the Tender Inviting Authority based on the evaluation procedure mentioned in the tender document. The name of the qualified bidders will be displayed in the website.

If the dates of opening of Technical Bid and Financial Bid fall on holidays or on days of strike or natural calamity, the dates will be deferred to next working days. All bidders are requested to be present online during opening of bids positively. In no cases, his/her absence will stand against opening of bid.

WBSEDCL reserves the right to reject any Bid, or part thereof, or, all Bids received at its own discretion, without assigning any reason whatsoever. WBSEDCL is not bound to accept the lowest or any of the Bids. Whatever may be the outcome of the present invitation of bids, no cost of bidding will be reimbursed by the Tender Inviting Authority.

Alternative Bids will not be accepted. Conditional/incomplete bid will not be entertained.

Submission of Bid documents will not be construed to mean that such Bidders are automatically considered qualified. WBSEDCL will not be bound to award the job to the lowest bidder.

All documents, as submitted, will be property of WBSEDCL & will not be returned to the bidders under any circumstances. However, the EMD of the unsuccessful bidders will be returned within 45 (forty five) days after finalization of this contract for which a request letter shall be initiated by the concerned unsuccessful bidders.

The Tender Inviting Authority reserves the right to modify, amend or supplement this Tender Document. Any corrigendum, notification concerned to this NIT will be published in the e-tender portal https://wbtenders.gov.in. The bidders are therefore advised to follow the website for such corrigendum, notification etc. if any.

Scope of work:

1.0 SOIL RESISTIVITY:

Soil resistivity in the area as directed by the Controlling Officer of the work by 'Wennerfo electrode method' keeping inter electrode spacing 50 meters(as per latest revision of I.S.: 3043). A covered under Phase 1 & Phase 2 Solar Park Project of 200 MW Solar Park Projecty shall measured at intervals of 0.5 km or Incase soil characteristics changes within 0.5 km value shall ha to be measured at intermediate locations also.

2.0<u>TECHNICAL SPECIFICATION OF SUB-SOIL INVESTIGATION</u>;

To ascertain soil parameters in different stretches of 1032 acres of land named in this specification, the contractor shall carry out sub-soil investigation.

2.01 SCOPE OF WORK:

The scope of sub-soil investigation covers execution of complete soil exploration to construct building, Sub-station Foundations, Boundary wall, proposed Road, proposed embankment and existing embankment location etc. at different locations of West Bengal by test boring, drilling, collection of un-disturbed soil/ rock samples where possible, otherwise disturbed samples, conducting standard penetration tests, laboratory test of soil/ rock samples to find the various parameters as detailed in the specification of "Laboratory Test" and submission of detailed report in 6 (six) copies along with the recommendation regarding type of foundations to be adopted for each bore hole

including the recommendation for soil improvement where necessary. The scope shall also include study of erosion characteristics if any at all locations.

List of I.S. Codes mentioned below shall be followed generally along with the specification depending on the condition and type of soil/rock(if any) encountered, in connection with collection of undisturbed/disturbed soil/rock samples, measuring soil resistivity, recording Ground Water Table, physical and laboratory test method and procedures and submission of soil investigation test report with specific recommendation of type of foundation both for erecting module mounting structure and other construction e.gRoad,embankment,waterreservoir,buildingetc to be adopted.

List of I.S	1498,1892,1904,2131,2132,2720,2809,3025,6403,6935,7422,8009,9259,3043,4078,
Codes	4434,4453,4464,5313,4968(part-II),1121,1122,1124
:- (Latest	
Revision)	

2.02TEST BORING:

The boring shall be done at locations mentioned below as well as at all other spots found necessary for sub-soil investigation shall be finalised in consultation with the Engineer Incharge of the work. It will be done at twenty two twonos of spots across the land measuring 1032 acres specially on the proposed embankementlocations, proposed Control Room Building spot, Solat Plant sites etc

- **2.02.1** Test boring at different layers in all kinds of soil have to be carried out as below:
 - a) Method of boring, selection of sampling tubes, sampling, recording of boring, protection, handling, leveling of samples shall be done as specified in I.S. 1892-1979, (latest revision), after obtaining approval from the Engineer-in-Charge. The contractor/consultant shall furnish in the soil report in details of the equipment and method of boring actually adopted by 30 th June 2020 positively.
 - b) Depth of boring below ground level shall normally be 10 meters only for twenty spots and 30 meters for two other strategic spots unless continuous bed rock is encountered earlier.
 - c) Collection of representative undisturbed soil sample from exploratory boreholes as per provision laid done in IS: 2131-1983 (latest revision), at an interval of 1.5 M depth or change of sub-soil strata or as directed by Engineer-in-charge.
 - d) In case collection of undisturbed samples becomes difficult / impossible, detailed soil testing on remolded soil sample is to be conducted as stated above and included in the soil report.
- **2.02.2** *Un-disturbed soil samples shall be obtained for initial 5.0 meters depth at every 1.0 meter interval and at change of strata. After initial 5.0 meters depth samples shall be obtained preferably at everyeters or where there is a change of strata.
- **2.02.3** *Standard Penetration test as per I.S. 2131-1983 shall have to be performed in different strata or to refusal whichever occurs early and recorded properly (By refusal means S.P.T below count (N) of 100 and recorded properly for 30 cm. penetration).

2.02.04 *The ground water table shall be recorded during boring/drilling operation and Incorporated in the bore-log. If possible, the position of water table just after monsoon be also ascertained locally and indicated in the report.

2.03 LABORATORY TESTS:

The method and procedure of testing of soil/ rock samples to be followed shall be as per relevant I.S. Codes. Adequate volume of test samples shall be collected from site. All Samples, both undisturbed/disturbed shall be identified properly with the bore-hole no. and the depth from which they have been taken and sealed at both ends immediately after recovery as specified in relevant I.S code and transported carefully to laboratory for carrying out necessary laboratory tests to find out the following parameters of every sample. Date and time of taking of the sample shall be recorded in the test report. The method and procedure of testing to be followed shall be as per IS-2720(Latest Revision) to find out the following parameters of laboratory test:-

- a) Optimum/Natural moisture content, Liquid limit, Plastic limit, shrinkage limit, and liquidity/Plasticity Index, toughness index, activity no. degree of shrinkage i.e consistency as per Waterbury limits. (In tabular form)
- b) Bulk, Dry and Buoyant density of soil, unit wt., Specific gravity, degree of saturation and relative density. (In tabular form)
- c) Void Ratio (e-log P curve shall have to be submitted).
- d) Grain size distribution(sieve analysis and hydrometer analysis) (Curve should be submitted)
- e) Permeability test.
- f) Chemical tests for both water and soil samples at different layers.
- g) Sieve analysis
- h) Hydrometer analysis for cohesive soil sample.
- *i)* Differential free swell index test and swelling pressure thereof with calculation.
- *j)* Unconfined compression test on undisturbed cohesive soil sample.
- k) Tri-axial shear test in un-consolidated un-drained location on cohesive soil for determination of shear strength parameter and angle of internal friction.
- Tri-axial shear test in consolidated drained condition on granular soil sample for determination of shear strength parameters and angle of internal friction.
- m) Direct shear test on granular sample for determination of shear strength parameters.
- n) The bearing capacity of the soil pile foundation at a depth of 1m, 2m, 3m below ground level as per IS- 6403-1981 with detail calculation have to be submitted i/c. the formula of each type of foundation Factor of safety shall be considered as 2.5 for evaluation of net safe bearing capacity of soil.

- o) Consolidation test on cohesive soil sample for determination of settlement potential. Detail calculation shall have to be done for the following pressure intensity as per I.S-2720:
- i) 5T/m2
- ii) 10T/m2
- iii) 15T/m2
- iv) 20T/m2
- For rock samples laboratory test may be done for determination of followings: Compressive / Transverse / Tensile / Shear Strength, True Specific Gravity, water absorption.

2.04<u>SUBMISSION OF SOIL INVESTIGATION REPORT:</u>

The contractor / Soil Consultant shall submit a comprehensive report along with graphs, curves, drawings etc. on the basis of field data and laboratory test results.

The report shall contain specific recommendation regarding type of foundation to be adopted for each bore hole including type of soil improvement for very weak soil, erosion characteristics for the Solar Project/Solar Park Project.

The report shall also contain the specific suggestions / recommendation of the soil consultant regarding use of , bored pile foundation for locations where quick sand phenomenon is anticipated.

The report shall contain classification of type of foundation for Solar Project such as dry, wet, partially submerged, fully submerged in accordance with clause no. 8 of IS code 5613(part-II, Sec-2) – 1976 and also furnishing the following:

- a) Reference to Order no. and name of the scheme
- b) Layout plan showing the locations of bore holes.
- c) Record of boring as per Appendix-D(clause 6.5.1) of IS 1892-1972 (latest), bore log of each bore hole identifying the stratification and type of soil stratum with depth and showing the location of water table, value of SPT at various concerned depth and laboratory test results conducted from the samples collected at various depth.
- d) Detail of field investigation. Date and time of taking soil sample for the individual bore holes
- e) The soil profile with plotting of corrected penetration resistance.
- f) Date of laboratory tests for all the samples
- g) Detailed laboratory and field tests, test results shall be summarized strata wise as well as in combined tabular form with all relevant graphs, charts, diagram, and photographs, if any.
- h) Special recommendation and observation, If any.
- i) Submission of net safe bearing capacity based on the shear strength parameters of the subsoil deposit in direct contact with the foundation at 1.0m, 2.0M, 3.0M depth below the existing ground level shall be given for embankment(proposed and existing) and sub-stations the above information may be made available at all the locations for different foundation or

as directed by Engineer-in-charge including recommendation of adoption of foundation depth.

ii) —do- above, computation of net safe bearing capacity at different layers as mentioned above but considering 25mm. of total settlement including recommendation for safe adoption of foundation depth.

GENERAL CONDITIONS OF CONTRACT

1.EARNEST MONEY:

The tender shall be accompanied by EMD of Rs.46,000/- (Rupees Forty six thousand) only to be deposited in the form of Bank Draft / pay order / Banker's cheque drawn on any Nationalised Bank in Kolkata in favour of West Bengal State Electricity Distribution Co. Ltd. This EMD shall be retained by the WBSEDCL for a period of one year from the date of opening of tender. The EMD will be liable for refund to the empanelled contractors on expiry of the validity period of the tender. The EMD will be refunded to the non-qualified contractors/Consultants, if any soon after they being declare unsuccessful.

2. VALIDITY OF TENDER:

Rate offered against the Tender shall remain valid for a minimum period of one year from the date of publication of Notice.

3.SIGNATURE OF BIDS;

The bid must contain the name and place of business of the persons submitting the bid and must be signed (with date) and sealed by the bidder with his/their usual signature(s).

Bids by partnership firm must be furnished with the full names of all the partners and be signed with date with the partner's name by one of the members of the partnership firm or by any authorised representative followed by his signature and designation.

Bids by Corporation/Company must be signed (with date) with the Legal name of the Corporation/Company, by the President/Secretary or other person or persons authorised to bind Corporation/Company in the matter. Power of attorney of bidder's authorised persons signing the bid shall have to be attached.

4.0PRICE BID:

4.01The bidder shall quote Final & firm item wise(Items as mentioned in the schedule) rates excluding GST. The GST as applicable at the time of execution shall be paid extra. For soil investigation work and soil resistivity test unit rates as desired shall be quoted. No extra cost for staging etc. shall be made for boring in water which shall be considered to be built in the offered rate per location. No escalation of rate shall be paid for the work.

4.02The contractor shall be liable and responsible for payment of all income tax and all other taxes and duties etc. which may be levied by the authorities on payments received from the owner under terms of this contract and shall keep and continue to keep the owner indemnified in this regard.

5.QUALIFYING REQUIREMENTS OF THE BIDDERS:

Should have done detailed soil investigation work which includes conducting fields and laboratory tests and submission of reports, should have done survey and soil resistivity tests.

If the bidder proposes to engage some consultants/firms or get themselves associated with such consultants / firms for carrying out some part of the total job narrated above, then full credentials of such consultants/firms and consent letter for such associations must be submitted. However, the Board reserves the right to judge the capacity and capability of the intending bidder, their consultant / firms to be associated for execution of the job. The decision of the tendering authority in this regard shall be final and binding.

6.0 Policy for bids underconsideration:

6. 01Bid shall be deemed to be under consideration immediately after they are opened and until such time official announcement of award is made.

6.02While bids are under consideration, bidders and their representative or other interested parties, are advised to refrain from influencing in any manner what-so-ever, any WBSEDCL personnel or representative on matters related to the bids under study. The bidder, if necessary, will obtain clarification of bids by requesting such information from any or all the bidders either in writing or through personal contact as may be required. Bidders will not be permitted to change the substance of his bid after bids have been opened.

7.0TERMS OF PAYMENT WHEN AWARDED A JOB CONTRACT:

(I)FOR SOIL INVESTIGATION WORK:

- a) Progressive payment for soil investigation work shall be made at the rate of 80% of the cost for soil investigation work on completion of soil investigation work for the total number of bore-hole location and submission of draft report.
 - b) The balance 20% price for soil investigation work shall be paid on completion of soil investigation work for all the bore-hole locations mentioned above and submission and acceptance of final report in six copies.

(ii)For Sub-Station Area:

Progressive payment for soil investigation work shall be made at the rate of 80% after completion of the field work, laboratory tests & submission of draft reports. And balance 20% after submission of final reports in 6(six) copies.

All payments shall normally be made within 4(four) weeks of submission of clear bills with all documents.

If the bidder proposes to engage some consultants firms or get themselves associated with such consultants/firms for carrying out some part of the total job narrated above. The full credentials of such consultants/firms and consent letter for such associations must be submitted. However, WBSEDCL reserves the right to judge the capacity and capability of the intending bidder. Their consultant/firms to be associated for execution of the job. The decision of the tendering authority in this regard shall be final and binding.

8.INSURANCE:

It will be the responsibility of the bidder to make necessary insurance coverage to take care of all his liabilities, either direct or indirect, in pursuance of the contract and shall keep the owner indemnified in this respect at all time.

9.COMPLETION TIME:

The completion time of the work shall be as prescribed in the NIT

10.LIQUIDATED DAMAGE(WHEN AWARDED A JOB CONTRACT):

If the contractor fails to complete the work within the time specified in the contract or any extension thereof, the purchaser shall recover from the contractor as liquidated damage a sum equal to 0.5% of the value of work per week or part thereof executed beyond this completion period. The total recovery against liquidated damage shall not exceed 10% of the contract value.

11.SUB-LETTING OF CONTRACT:

The Contractor shall not, without the written consent of the SPGD, WBSEDCL, assign or sublet any part thereof. Any such Consent when given shall not relieve the contractor from any obligation, duty or responsibility under the contract. In the event of sub letting of contract or any part thereof is permitted, the fact that such permission has been accorded shall not establish any contractual relationship between the approved Sub-vender and WBSEDCL of any of his liabilities and obligation under the contract.

12.CONTRAC TOR'S D EFAULT LI ABI LI TY (WHEN AWARDED A CONTRACT)

The purchaser may upon 14 days written notice of default to the contractor terminate the contract under the circumstances detailed hereunder.

If the contractor fails to commence the work in time or maintain the progress of work so as to complete the work within the time specified in the contract agreement or within the period for which extension has been granted or otherwise incapable to continue with the work.

13. SUPERVISION (WHEN A JOB CONTRACT IS AWARDED)

All work under the contract shall be carried out under the direction and to the reasonable satisfaction of the controlling officer. The contractor shall be responsible for the correctness of the position, levels and dimensions, not with standing the fact that he might have been assisted by the controlling officer or his authorized representative in setting out the same.

The contractor shall establish a field office and employ at least one competent representative for the proposed contract. The address of the field office and the name(s) of the representative(s) shall be made known in writing to the Controlling Officer by the contractor.

The Controlling Officer shall be at liberty to object to the presence of any representative or persons employed by the contractor for execution of work or otherwise in the site of work, who in his opinion is found to have misconducted himself or be incompetent or negligent and the contractor shall remove the person(s) so objected to upon receipt from the Controlling Officer a notice in writing

requiring him to do so and shall provide ink his place a competent representative at the contractor's risk and cost.

14.SETTLEMENT OF DISPUTES:

The parties shall take necessary steps to settle any dispute through amicable mutual discussion with issuing prior notice in writing to other side at least 15(Fifteen) days in advance.

If such disputes did not get resolve then either party may approach court of law. All litigation matters between the parties if any shall be held in any Court in Kolkata under the superintendence of High Court Calcutta.

15 .LAW GOVERNING CONTRACT :

The laws applicable to this contract shall be the laws in force in India. Appropriate Court in West Bengal shall have exclusive jurisdiction in all matters arising under this contract.

16 .DECLARATION OF ENLISTMENT AND PRE-SET RATES

The purchaser reserves the right to accept or reject any or all bids without assigning any reason whatsoever and does not bind itself to accept the lowest bid. The working rates shall be settled in post-bid conference with the parties and shall remain firm & binding to all during the tenure of the enlistment.

17 .DEVIATION IN TERMS AND CONDITIONS:

All work covered by the specification shall be carried out in accordance with the conditions stipulated in this document, where no deviation in general terms & conditions would normally be entertained.

18.ERROR / OMMISSIONS IN SCHEDULE

The schedule of work has been prepared covering all aspects of execution and technical parameters involved in such kind of work as far as possible. If however any error/omission of item is noticed by

the intending bidder, he/they may clearly indicate the same separately in the tender with impact of rates/ charges for the same, if any. However PW(Roads) Schedule of work and Different IS Codes will be the guideline

(D.K. Paul)
Chief Engineer
Solar Power Generation Department

PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE/EARNEST MONEY

Ref	Bank Guarantee No	
	Date	•••
То		
The		
<u>West Bengal</u>		
Dear Sirs,		
M/s(her at(her ofirrevocable and unconditional Bar (in validuptoin	Bid under your Bid Nohaving its Registered / Head Ofjafter called the `Bidder') wish to participate in the saidand you, as a special favour have agreed to accept Guarantee for an amount ofwords	fice Bia an
,	cedent for participation in the said Bid.	
at(add atimmediately on demand by West of words) with	Bank (Narss) having our Head Off	fice pay unt uch
If any further extension of this gua	d shall remain valid upto and including (*) htee is required, the same shall be extended to such requi- eiving instruction from M/s	
In witness where of the Bank, th	ugh its authorized office, has set its hand and stamp	on
WITNESS		
(Signature)	(Signature)	
(Name)	(Name)	
(Official Address)	(Official Address)	

(*) This date shall be 90 days after the last date for which the bid is valid.