WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
(A Govt. of West Bengal Enterprise)
Mini- Micro Hydel Division
Administrative Building, 2nd Floor, Dowhill Road,
P.O.-Kurseong, Dist: Darjeeling, Pin- 734203.
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NOTICE INVITING e-TENDER

NIeT No: WBSEDCL/DE (E)/MMHD/e-Tender/EM/2026-27/03 **Date: 10/09/2026**

The Divisional Engineer, Mini Micro Hydel Division, WBSEDCL, Kurseong invites e-tender (Submission of Bid through online) on percentage basis for the following works detailed below from bonafide, Resourceful and experience contractors of State / Central Govt., State / Central Govt. Undertaking, Statutory Bodies constituted under the statute of Central / State Govt.

Sl. No.	Name of the work	Estimated Amount (Excluding of GST) (In Rupees)	Earnest Money Deposit (In Rupees)	Time of Completion
A.	Supply & Delivery of necessary Electro-Mechanical Spares for all the Five (05) different Hydel Power Stations under Mini-Micro Hydel Division, WBSEDCL, Kurseong.	Rs. 14, 45,316.00/- (Rupees Fourteen Lakh Forty Five Thousand Three Hundred Sixteen) only excluding of GST.	Rs. 28,907/- (Rupees Twenty Eight Thousand Nine Hundred and Seven)	180 Days

1. Intending bidder should download the tender documents from the website http://www.wbtenders.gov.in directly with the help of Digital Signature Certificate. Necessary Earnest Money Deposit (EMD) should be remitted through online mode through the e-tender website of wbtenders.gov.in as per schedule stated in Sl. No. 8. (Details of which has been narrated at clause no. 11 in the Instruction to bidders).

2. Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed by the Bidder through the website https://wbtenders.gov.in. (Details of which has been narrated in 'Instruction to Bidders') as per Schedule stated in Sl. No. 8.

3. **Eligibility criteria for participation in tender:**

   a) The intending bidder must have successfully completed similar nature of works during last 7 (seven) years (i.e., up to 01.09.2019) under the authority of State/Central Government, State/Central Government Undertakings, Statutory Bodies constituted under the statute of Central/State Government, subject to fulfillment of the following criteria:

   - Three similar completed works each costing not less than the amount equal to 40% of the total estimated cost.

OR

- Two similar completed works each costing not less than the amount equal to 50% of the total estimated cost.

OR

- One similar completed work costing not less than the amount equal to 80% of the total estimated cost.

Completion Certificates/LOAs indicating Estimated Amount, Value of work-done and detail communicational address along with contact number of the Client should be submitted by the Bidder. Similar Nature of Work means the work is related to design, manufacturing, supply & delivery, installation & commissioning of new gates & valves, heavy machineries, equipments etc. / repairing, servicing & maintenance of hydro-mechanical gates & valves /erection & commissioning, O & M of hydro electric plants.

b) The intending bidder shall have PAN, PT clearance certificate, GST registration number, Trade License & Income Tax return for the last three financial years in respect of his firm and required to be furnished as and when asked for during the process.

4. The **FINANCIAL OFFER** of the prospective bidder will be considered only if the **TECHNICAL BID** of the Bidder is found qualified by the WBSEDCL. The decision of the WBSEDCL will be final and absolute in this respect. List of Technically Qualified Bidders will be uploaded in the website.

5. **No mobilization advance and secured advance will be allowed.**

6. A prospective Bidder shall be allowed to participate in the tender either in the capacity of individual or as a partner of firm or Ltd. Company or Co-Operative society etc. Multiple participations from one single identity are not allowed.

7. The Bid shall remain valid for a period not less than 180 (one hundred eighty) days from date of opening of Financial Bid. If the bidder modifies/withdraws bid during the validity period of bid, the bid will be cancelled with forfeiture of earnest money deposit (EMD).

8. Date and Time Schedule:

Sl. No.	Particulars	Date & Time
1.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	18.09.2026 at 10:00 Hrs.
2.	Documents download start date (Online)	18.09.2026 at 10:00 Hrs.
3.	Bid submission start date (Online)	18.09.2026 at 10:00 Hrs.
4.	Documents download End Date	05.10.2026 upto 17:00 Hrs.
5.	Bid Submission closing date (Online)	05.10.2026 upto 17:00 Hrs.
6.	Technical Bid opening date (Online)	08.10.2026 at 12:00 Hrs.
7.	Date of uploading list for Technically Qualified Bidder (Online)	To be intimated later
8.	Financial Bid opening Date (Online)	To be intimated later

9. The Bidder at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender. The cost of visiting the site shall be at the Bidder's own expense.

10. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the WBSEDCL. The WBSEDCL reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at any stage of Bidding.

11. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before tendering the bids.

12. Exemption from deposition of earnest money (EMD) shall not be allowed under any circumstances.

13. Conditional / Incomplete tender will not be accepted under any circumstances.

14. The intending Bidders are required to quote the rate online.

15. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated then that bidder would not be allowed to participate in the tender and his application will be rejected without any prejudice.

16. The Canvassing in connection with tender submitted is strictly prohibited.

17. **The eligibility of a Bidder will be ascertained on the basis of the documents submitted by a Bidder in support of eligibility criteria. If any document submitted by a Bidder is found to be incorrect/manufactured/fabricated/ false at any stage, his Tender will be out rightly rejected and legal action will be taken against him.**

18. The participating bidders may please note that the successful bidder shall have to submit an Indemnity Bond in the prescribed format before commencement of the work.

19. The WBSEDCL may at its discretion ask any bidder to produce the detailed price analysis for the quoted rate.

20. If the office happens to be closed on any date mentioned in Cl. no-8 i.e. of Publishing date/ Documents Download start date/ Bid Submission Start date/ Bid Submission end date/ Technical Bid Opening date, the next working day (except Saturday) at the same time and venue shall be applicable for the said purpose

21. **Additional Performance Security:** If the lowest bidder's bid found to be within the range of -20% to -80% of the estimated value, the bidder shall have to furnish an Additional Security amounting to 10% of the tendered amount. The Additional Performance Security shall be submitted in the form of Bank Guarantee from any schedule bank before issuance of Work Order.

22. The WBSEDCL does not bind itself to accept the lowest (L_1) bidder and reserves the right to reject any or all tender(s) or to split the whole work to more than one contractor without assigning any reason whatsoever.

23. The WBSEDCL reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

10/09/2024

(S. J. Dukpa)
Divisional Engineer (E)
Mini Micro Hydel Division

INSTRUCTION TO BIDDERS

1. General guidance for e-Tendering:

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

2. Registration of Contractor:

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

3. Digital Signature certificate (DSC):

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

4. Downloading of Tender documents :

The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

5. Mode of Participation in the work :

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If is found to have applied severally in a single job all his applications will be rejected for that job.

6. Submission of Tenders:

General process of submission: Tenders are to be submitted online to the website stated in Cl. 2 above, in two folders at a time , one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using Digital Signature Certificate (DSC).The documents are to be uploaded in the form of virus scanned copy duly Digitally Signed. The uploaded Documents will get encrypted (transformed into non readable formats).

A. Technical proposal

The Technical proposal should contain scanned copies of the following in two covers (folders).

A-1. Statutory Cover

Containing three covers (folders) - (a) NIT, (b) EMD, (c) Annexures / forms.

(a) **NIT folder** containing Downloaded and uploaded copies (Digitally Signed) of the following:- -

I. NIT.
II. General conditions of contract and specification for works.
III. Additional terms and conditions, special conditions of contract if any.

(b) **EMD folder:-**containing proof of online submission of Earnest money Deposit (EMD).

(c) **Annexures/Forms Folder** containing

I. Undertaking by the bidder (Annexure-I)
II. Letter of Bid for the work (Annexure-II)
III. Declaration by the tenderer (Annexure-III).
IV. Declaration of De-barring/ Black Listing / Holiday Listing (Annexure-IV).

A-2. Non statutory cover containing

- Professional Tax (PT) Clearance Certificate (Current Year), GST Registration Certificate, Pan Card and Income Tax return for the last three financial years.

i. Credentials as stated in 3 (a) (Eligibility Criteria Clause) of this NIT.
ii. Registration certificate under Company Act (if any).
iii. Trade License (if Applicable).

B. Financial Proposal (in one cover/folder)
It contains Bill of Quantities (BOQ). The rate to be quoted in the BOQ on "percentage basis" in the space marked for quoting rate (either excess, less or at par i.e. 0.00%). Quoted rate will be encrypted in the B.O.Q. under Financial Bid.

Note: -Failure of submission of any of the above mentioned documents (as stated in A and B) will render the tender liable to summarily rejected for both statutory & non statutory cover.

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

'Click' the check boxes beside the necessary documents in the 'My Document' list and then 'click' the tab "Submit Non-Statutory Documents" to send the selected documents to non-Statutory folder. Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents (Statutory documents).

Sl. No.	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES	1. GST Registration certificate. 2. PAN 3. Registration certificate under Company Act (if any). 4. Trade License (if Applicable). 5. P. Tax clearance certificate(Current year) 6. ITR for last three financial years.
C.	Credential	Credential 1	1. Similar nature of work done & completion certificate/LOA which is applicable for eligibility in this tender.

A. Technical Proposal

i. Opening of Technical proposal: -Technical proposals will be opened by authorized representatives of WBSEDCL from the web site stated using their Digital Signature Certificate.

ii. Intending tenderers may remain present if they so desire.

iii. Cover (folder) statutory documents will be opened first & if found in order, cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the tender will be summarily rejected.

iv. Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded & handed over to the authorized representatives of WBSEDCL.

v. Uploading of summary list of technically qualified tenderers.

a) Pursuant to scrutiny & decision of the authorized representatives of WBSEDCL the summary list of eligible tenderers & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

b) While evaluation the authorized representatives of WBSEDCL may summon any of the tenderer & seek clarification / information or tenderer/s may be asked for producing original hard copy/s of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

B. Financial proposal

i) The financial proposal should be one cover (folder) containing bill of quantities (BOQ) the contractor is to quote the rate (Percentage Excess/ Less/ At par (0.00%)) online in the space marked for quoting rate in the BOQ.
ii) Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

7. RESPONSTBILITY OF BIDDERS:

a. WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interruption or deductions the bidder may derive from the data furnished by the WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.
b. It shall be the responsibility of the bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this contract including in particular all factors that may affect the cost, duration and execution of the works. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid.
c. Claim, whatsoever, including those for financial adjustment to the contract awarded under these specifications and documents will not be entertained by the purchaser. Neither any change in time schedule of contract nor any financial adjustments arising thereof shall be permitted by the purchaser, which are based on the back of such clear information of its effect on the cost of the contract to the bidder.
d. The bidder is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, specifications and drawings in the bidding document. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.

8. COST OF BIDDING

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

9. CLARIFICATION OF BIDDING DOCUMENT

Should there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBSEDCL, marked to the Superintending Engineer (E), Mini Micro Hydel Division, WBSEDCL, Kurseong, Dist: Darjeeling within the date specified for this purpose. The clarification given in the pre-bid discussion shall be final and binding on the bidder.

10. BID PRICES

a. The bidder shall quote their price in the appropriate format in percentage excess/at par/ less the estimated price.

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

c. Prices indicated in the schedule of prices deemed to include all the levies/duties/taxes/cess& all other incidentals payable as per statute. GSTshall be paid extra as per statute.

11. Earnest money

a. A bidder desirous of taking part in a tender invited by Officers of WBSEDCL shall login to the e-procurement portal of Government of West Bengal http://wbtenders.gov.inusing his login Id and password.

b. The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD through online mode.

i. Net banking through Payment Gateway.

ii. **RTGS/NEFT Payment**: On selection of RTGS/ NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS / NEFT transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEF-I payment using his bank account. Once the payment is made, the bidder will come back to the e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS / NEFT process to be completed.

c. General Instructions for Online Payment:

- The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment.
- Status of NEFT / RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay through NEFT/RTGS mode shall make payment well before 24 Hrs. to avoid any complicacy.
- In case actual EMD amount as per NIT is more than the one shown in E-tender Portal, bidders will have to opt for NEFT/RTGS mode (challan mode). In that case the total actual EMD amount is to be paid only through NEFT/RTGS mode (challan mode).
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

d. Refund/ Settlement of EMD Amount:

- For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033_40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI.

e. Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner, if not created earlier.

Exemption from deposition of earnest money deposit (EMD) shall not be allowed under any circumstances.

12. PROCESS TO BE CONFIDENTIAL

12.1 After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

12.2 Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.

13. TIME SCHEDULE

The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the NIT.

14. EVALUATION AND COMPARISON OF BIDS

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

14.2 Evaluation of bid will include and will take into account :

14.2.1 Cost of construction/erection including taxes & duties etc.

14.2.2 The owner shall evaluate and compare only the bids determined to be substantially responsive.

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

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

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

15. TAXES, DUTIES AND OTHER LEVIES

a. The contractor shall be solely responsible for the taxes that may be levied on the contractor's persons or on earnings of any office employee and shall hold the purchaser indemnified and harmless against any claims that may be made against the purchaser. The purchaser does not take any responsibility what-so-ever regarding taxes under Indian Income Tax Act, for the contractor or his personnel. If it is obligatory under the provisions of Indian Income Tax Act, deduction of Income Tax at source shall be made by the purchaser. The successful bidder has to provide a self-declaration in the given format for applicability of Sec 206AB/206CCA of IT Act during submission of invoice to us.
b. All other taxes/duties/levies/cess payable by the bidder except GST shall be included in the bid price and no claim whatsoever in this respect will be entertained by the owner.
c. Only GST shall be paid extra as per statute.

16. LAWS GOVERNING CONTRACT

The contract shall be construed according to acts/laws in force in the country and shall be under the jurisdiction of Calcutta High Court.

17. LANGUAGE AND MEASURES

All documents pertain to the contract including specifications, schedule, notice, correspondences, operating and maintenance instructions, drawings or any other writings be written in English language. The metric system of measurement shall be used exclusively in this contract.

18. CORRUPT OR FRAUDULENT PRACTISE

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

18.1 **"Corrupt practice"** means the offering giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and

18.2 **"Fraudulent Practice "means** misrepresentation of facts in order to influence a procurement process of the execution of a contract to the detriment of the owner, and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial no-competitive levels and to deprive the owner of the benefits of free and open competition.

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

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

19. CORRECTNESS AND SUFFICIENCY OF RATES QUOTED IN THE TENDER

The bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of works. The rates and price quoted shall cover all obligation of the bidder under the contract and all materials, labour etc. if necessary for proper completion and maintenance of the work.

Penalty for suppression / distortion of facts

If any Bidder fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tender committee will take actionas deem fit against such defaulting Bidder.

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

20. AWARD OF CONTRACT

The Bidder who's Bid would be accepted will be notified by the authorized official through acceptance letter/Letter of award.

The notification of award will constitute the formation of the Contract.

The Agreement as per enclosed format in G.C.C. will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents.

21. AMENDMENT OF BIDDING DOCUMENTS

a. At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing amendments. Any such amendment shall be part of the bidding document.
b. Such amendment(s) will be published on the same website mentioned above. Owner will bear no responsibility or liability arising out of non-pursuance of the same in time or otherwise by the bidder. In order to afford prospective bidders reasonable time in which to take the amendment in to account in preparing their bids, the owner may, at its discretion, extend the deadline for submission of bids. Such amendments, clarification, etc. shall be binding on bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bids.

22. Additional Performance Security:

If the lowest bidder's bid found to be within the range of -20% to -80% of the estimated value, the bidder shall have to furnish an Additional Security amounting to 10% of the tendered amount. The Additional Performance Security shall be submitted in the form of Bank Guarantee from any schedule bank before issuance of Work Order.

ANNEXURE –I

PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER

(For genuineness of the information furnished on-line and authenticity of the documents produced before Tender Committee for verification in support of his eligibility)

I, ----------, Partner/Legal Attorney/

Accredited representative of M/S----------

----------, solemnly declare that:

1. We are submitting Tender for the Work----------

   ----

   against Tender Notice No. ----------dt----------.

2. None of the Partners of our firm is relative of employee of ----------

   ---------- WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED.

3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.

4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.

5. If any information and document submitted is found to be false/incorrect at any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

Dated: _ _ _ _ _ _ _ Signature of the Tenderer

Format of Letter of Bid

LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-tendering PORTAL OF NIC)

To

The Tender Committee

Sub: Letter of Bid for the work:

Ref: 1. NIT No: _ dated: _ _ _ _ _ _ _ _ _ _ _ _

2. Tender Id No: _

Dear Sir,

We offer to execute the work as per our offered bill of quantity in accordance with the conditions of the NIT document as available in the website. The details of the EMD being submitted by us has been furnished on-line.

This Bid and your subsequent Letter of Acceptance/Work Order shall constitute a binding contract between us.

We hereby confirm our acceptance of all the terms and conditions of the NIT document unconditionally

Dated: _ _ _ _ _ _ _ _ Signature of the Tenderer

ANNEXURE-III

Dated: _____

DECLARATION BY THE TENDERER

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting e-Tender and other tender documents mentioned therein. I/We have also carefully gone through the 'Bill of Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed construction in all respects.

I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the department.

I/We also agree to procure tools and plants, at my/our cost required for the work.

_____

Signature of Tenderer

_____

Postal address of the Tenderer

ANNEXURE –IV

PROFORMA

OF

DECLARARTION OF BLACK LISTING / HOLIDAY LISTING

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s.....
.....which is submitting the bid nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner have been placed on black list or holiday list declared by WBSEEDCL or any Central / State power utility services, except as indicated below:

- (.....)

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a partnership firm:

We hereby declare that neither we, M/s.....
.....
Who is Submitting the bid nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on black list or holiday list declared by WBSEDCL or any Central / State power utility services, except as indicated below:

- (.....)

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

In the case of a company:

We hereby declare that we,.....
.....
Have not been placed on any holiday list or black list declared by WBSEDCL or any Central / State power utility services, except as indicated below:

- (.....)

(Here give particulars of blacklisting or holiday listing, and in absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particulars, WBSEDCL shall have the right to reject my/our bid and if the bid has resulted in a contract, the contract is liable to be terminated.

Signature with date & seal of the bidder.

GENERAL CONDITIONS OF CONTRACT AND SCHEDULE OF WORK

1. DEFINITION OF TERMS :

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

The **Company/purchaser/Owner/Department** shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD, having its Office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata-700091.

The **Engineer-in-Charge/Controlling Officer** shall mean the Engineer designated by the Company for the purpose of this contract.

Company's representative shall mean any person or persons of consulting firm appointed and remunerated by the Company to supervise, inspect, test and examine workmanship and materials of the work under this scope.

The **Contractor** shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successors and permitted assignees.

The **'Sub-Contractor'** shall mean the person named in the Contract for any part of the works or any person to whom any part of the contract has been sublet by the contractor with the consent in writing of the Engineer-in-charge and will include the legal representatives, successors and permitted assigns of such persons.

Equipment/materials shall mean and include all type of construction equipment & materials etc. required for true and satisfactory completion of the work under this contract.

Workmanship shall mean the method/manner in which the jobs of the different items, whether included in the schedule or not but are required for true & satisfactory completion of the work under this contract, are executed.

General conditions shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto.

The terms **Services** shall mean all works to be undertaken by the contractor as laid down under the head "scope of contract" or elsewhere in the specification enclosed. When the words "approved", "subject to Approval", "As directed", "Accepted", "Permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.

Month shall mean calendar month.

"Writing" shall include any manuscript, type written, printed or other statement reproduced in any visible form.

The work **'Site'** shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.

'Date of Contract' shall mean the date on which notification of award of contract/letter of award/telex award has been issued.

'Zero Date' will be reckoned as the date of handing over of site.

2. **SCOPE OF WORK:**
Supply & Delivery of necessary Electro-Mechanical Spares for all the Five (05) different Hydel Power Stations under Mini-Micro Hydel Division, WBSEDCL, Kurseong as per schedule of work (Annexure-V) of this NIT.

3. **Submission of Tender :**

Please refer to sl. no 6 of Instruction to Bidders

4. **Security Deposit:**

The successful bidder shall have to submit initial security money amounting to 2% of the contract price after placement of Letter of acceptance/Letter of award within specified period. Balance of Security Deposit equivalent to 10% (Ten percent) of contract amount shall be realized by recovering from the progressive bill @ 8% (One percent) of the amount of each such bill. In all cases the amount of recovery of the Final Bill will be so adjusted as to make the total amount of Security Deposit equivalent to 10% (Ten percent) to the value of work so executed.

The EMD of the successful bidder would be converted to ISD. In case the order value[L1 bid] does not matches the estimated amount, same would be adjusted either by payment of the remaining value by the contractor [In case L1 bid higher than the estimated value] or by WBSEDCL [In case L1 bid lesser than estimated value] through RA bill.

The WBSEDCL reserves the right to ask for Performance Guarantee upto 10% of the tendered amount from the successful bidder.

5. **Refund of Security Deposit:**

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

5.1 In case of building works or other similar nature of works the defect liability period shall be considered six month or expiry of one full monsoon period, i.e. June to September whichever is later and any defects such as leakages in roof, effloresces in walls, dampness, defects in drainage etc should be rectified to the satisfaction of the engineer.

5.2 All types of Manufacturer's guarantee/warranty wherever applicable are to be issued/revalidated in the name of owner by the contractual agency. In case of building works or similar nature of works the defect liability period shall be considered six months or expiry of one full monsoon period, i.e. from June to September whichever is later.

6. **Refund of Earnest Money:**

The earnest money deposit (EMD) collected via online mode will be settled automatically from e-tender portal maintained by National Informatics centre (NIC) wherein EMD for rejected or unsuccessful bids shall be refunded in the bank account of participating bidders directly from NIC portal.

7. **Forfeiture of Earnest money/Bid guarantee:**

Earnest money/Bid guarantee shall be forfeited in case of following:

7.1 If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.

7.2 If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid

7.3 In case of successful bidder, if the Bidder fails:

7.3.1 To accept LOI/LOA/Order unconditionally and sign contract.

7.3.2 To furnish the contract performance bond wherever applicable.

8. MANNER OF EXECUTION OF CONTRACT AGREEMENT

8.1 The successful bidder has to submit acceptance of the LOI/order within **10(ten)** days from the date of issue of the Letter of Intent/Award/Order. The successful bidder shall be required to execute an Agreement as per 'Annexure-A' on a non-judicial stamp paper of Rs. 100/- with the company with all related documents for satisfactory execution of the work.

8.2 The agreement shall be signed on a date and time to be mutually agreed upon in the office of the controlling officer of the work and the same has to be signed by both the parties within 30 days from date of acceptance of the order. Power of attorney of the authorized representative of the contractor who will sign the contract agreement on behalf of the contractor is to be submitted before signing of the agreement.

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

9. CHANGE OF QUANTITY

The quantity mentioned in the schedule of work is provisional. The company reserves the right to vary the quantities as may be necessary but such variation shall be limited to ±25%(plus or minus twenty five percent) of the contract price. Payment shall be made as per execution.

10. Goods and Services Tax:

Goods and Services Tax shall be paid extra as per prevailing statute.

11. Guarantee/Warranty Certificate:

The delivered materials have to be warranted for 12 months from the date of successful delivery of the entire materials at MMHD Store/Site against any manufacturing defects.

12. Test Certificate:

Test certificates of the materials as per applicable will be provided at the time of delivery.

13. Variation, Omission, Addition & alteration:

The Contractor shall not modify the work except under direction in writing by the Company. The quantities provided in the Schedule of work are provisional only, which may vary up to any extent or may be deleted altogether. The quoted rate of each item shall remain firm till completion of contract. The Company reserves the right to alter, amend, and omit or otherwise vary the quantities as may be necessary but such variation will be limited to ±

25% (plus or minus twenty five percent) of the contract price. Payment shall be made as per actual execution.

14. INDEMNITY BOND:

The contractor (successful bidder) shall have to produce Indemnity Bond as per "Annexure-B" within the stipulated time as mentioned in the Letter of Award (LOA) to 'The Divisional Engineer (Elect.), MMHD, WBSEDCL, Kurseong'.

15. COMPLETION OF CONTRACT

All works under the contract must be completed by period of completion mentioned in NIT while portions of work as per programme settled in consultation with the controlling officer shall be completed by the date stipulated in the programme. It is to be noted that time is the essence of the contract and any default on the part of the contractor to complete the work within the stipulated date/dates aforesaid or within the time as may be extended in writing by the controlling officer subject to the payment of liquidated damages, the company shall have the right , without prejudice to any other clauses, to terminate the contract forthwith and to take possession of balance work/ materials and have the same allotted to any other agency and the contractor shall be liable to compensate the loss that may be occasioned to the Company on that account. Any letter in writing by The Controlling Officer shall be treated as conclusive on behalf of the Company.

16. DEFECTIVE MATERIAL

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

17. DRAWINGS

The work shall be carried out in accordance with the instruction and to the satisfaction of the Engineer-in charge in accordance with the signed drawings, the specifications and schedule of quantities and also as per any further drawings if applicable, all instruction which may be given by the Engineer-in-charge/Controlling Officer from time to time.

18. MATERIAL AND WORKMANSHIP

All the work shall be executed with the materials as specified and with best workmanship and/or in the best manner to the satisfaction of the Engineer-in-Charge/ Controlling Officer**.**

19. EXTENSION OF TIME:

If the work is suspended due to reasons beyond the control of the contractor, the contractor shall immediately give notice in writing within 7(seven) days to the controlling officer for each occasion. On receipt of such notice, the controlling officer may verify the matter and agree to extend the completion period as may be reasonable but without prejudice to other terms and conditions of the contract as the case may be if the reasons behind the suspension of work are found to be justified.

20. LIQUIDATED DAMAGES:

20.1 If the contractor fails to complete the work successfully within the time specified in the contract or any extension thereof, the company shall recover from the contractor as liquidated damages a sum of half percent (0.5%) of the contract value of works for each calendar week upto 10 weeks, thereafter 1.0% per week of delay or part thereof of delay subjected to Force Majeure.

20.2 The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work

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

21. COMPANY'S RIGHT TO TERMINATE THE CONTRACT:

If the contractor neglects or fail to proceed with the work proportionate to the scheduled time of completion or fails to complete the work within scheduled time of completion or within extended time approved by the company, the company shall have right to terminate the Letter of intent/award/order after giving notice in writing to the contractor. If the contractor fails, after 14(fourteen) days' of such notice, to proceed with the work in the manner notified, the company shall terminate the contract and call the contractor to take joint measurement along with the Engineer for finished portion of work. If the Contractor does not appear for a joint measurement, ex-party measurement taken by the company will be taken as final.

In that case, the company shall take possession of the work site and may engage other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and security deposit. If the contract is terminated as above, the contractor shall have no claim for compensation against the company for any loss or deterioration of any materials that he may have collected or engaged or entered into on account of the work.

22. FORCE MAJEURE:

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

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

23. ENGINEER'S DECISION:

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

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

24. LANGUAGE AND MEASUREMENT:

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

25. SETTLEMENT OF DISPUTES:

All disputes concerning question of act arising under the contract shall be decided by the owner/company on receipt of written appeal by the contractor.

Any dispute or differences arising out of or in connection with this contract shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subject to settlement under the jurisdiction of Calcutta High Court.

26. COMPLEITION OF WORK:

Completion of the work means completion of the work in totality and acceptance/takeover of the same by the Company.

27. CONTROLLING OFFICER: The **Divisional Engineer (Electrical), MMHD** shall be the Controlling Officer.

28. SUPERVISING OFFICER: The **Assistant Engineer (Mech. / Elect.), MMHD** will be the supervising officer of the work.

29. Paying Authority:

The **Assistant Manager (F&A), MMHD, WBSEDCL** shall be the paying authority.

30. NODAL OFFICER: The **Assistant Manager (HR &A), MMHD** shall be the Nodal Officer for labour related compliances.

31. CONSIGNEE OFFICER: The **Assistant Engineer (U) & Store-in-charge, MMHD** will be the consignee officer of the work.

32. SAFETY RULES:

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

When the work is done near any place where there is risk of drowning, all necessary equipment's shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of work.

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

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

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

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

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

Reporting of Accident:

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

Serious Injuries:

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

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

Fatal Accident:

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

Penalty:

Failure to observe the Safety Rules will make the contractor liable to penalty by way of suspension of work and termination of contract.

Adequate arrangement for proper lighting & guarding shall be made at the work site

33. RISK PURCHASE:

In the event of failure of the contractor to execute the work timely and/or to the satisfaction of WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD., the Letter of Intent/Award/Order may be terminated prematurely and the balance work may be got done through any other agency at risk and cost of the contractor

34. DAMAGE TO WBSEDCL'S PROPERTY: Any damage to WBSEDCL'S property due to mishandling etc. by you should be repaired/compensated by you at your own cost.

35. CREATION OF VENDOR ID THROUGH WBSEDCL WEB PORTAL: All Participating bidder(s) shall have to mandatorily create vendor Id through WBSEDCL Web Portal Vendor Corner, if not created earlier.

ANNEXURE-V

SCHEDULE OF WORK

Sl. No.	Description of Materials	Quantity	UoM
01.	Electrostatic Liquid Cleaner, Type: ELC-50C 3 PH IH EL DHU, Input Voltage-415V AC, 3-Phase, Current- 6A with 3-Phase Motor – 370 W, 0.5 HP, Pump Flow Rate- 10 LPM, Make: Ferrocare Machines Pvt. Ltd.	01	Set
02.	Speed Monitor, Model no.: E 64SM-110, Digit: 4+4 Four High Bright Red LED display for DATA & RPM, Four High Bright Green LED display for Set Value, 4 Relay O/P, Two Low & Two High Speed (L, LL, H, HH), Operation Voltage: 110V DC, Speed Range: 0-2000 rpm, Sensor: Magnetic Pick-up, Sensor I/P – NPN, Dimensions: 96 X 192 X 55 mm D approx, MAKE: Excella Electronics.	04	Nos.
03.	Speed Sensor Magnetic Pick Up, Size: M 18 X 70 mm L, Logic: NPN-NO, Volt: 10-30 V dc, Range- 3000 rpm, SD: 2-3 mm with Male-Female Connector Cable Lengths: 5 meters, MAKE: Excella Electronics.	03	Nos.
04.	Speed Sensor Magnetic Pick Up, Size: M 18 X 80 mm L, Logic: PNP-NO, Volt: 10-30 V dc, Range- 3000 rpm, SD: 2-3 mm with Male-Female Connector Cable Lengths: 5 meters, MAKE: Excella Electronics.	03	Nos.
05.	Frequency Sensor as per existing sample, MAKE: Excella Electronics.	03	Nos.
06.	Roller Bearing, SKF Explorer 22316 E	03	Nos.
07.	Roller Bearing, 2 NU 38 EC, Make: FAG	01	Nos.
08.	Ball Bearing, 6232 C3, Make: FAG	01	Nos.
09.	Pump-Motor Set (3 phase, 3 hp, 1410 rpm), Make- as per existing pump or equivalent, other specifications as per existing pump.	02	Sets
10.	Trivector meter (N100 Power Network Analyzer), Make- LUMEL, Model-N100.	02	Nos.
11.	Carbon Brush Holder as per design of existing sample	03	Sets

ANNEXURE-A

Pro-forma for Contract Agreement

(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

Articles of agreement made on this ----------day of ---------- in the year ----------between West Bengal State Electricity Distribution Company Limited (WBSEDCL), A statutory Body constituted by the Govt. of West Bengal having its head office at "VidyutBhavan" , Block-DJ, Sector-II, Salt Lake City, Kolkata-700091 hereinafter referred as the 'Company' (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART.

AND

---

hereinafter referred to as the 'CONTRACTOR' (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS the Company invited tenders vide Tender Notice No ----------
----------(annexed hereto) for "----------

----------"

AND WHEREAS in pursuance of such invitation for tenders, the contractor submitted a tender vide no ----------dated ---------- , technical bid of which was opened on …… and the Price-bid was opened on……. (The tender offer is in custody of the Company at present).

AND WHEREAS AFTER consideration of the tender submitted by the contractor with clarification(s), the Company accepted the said tender submitted by the contractor and placed Letter of Award no ……

Having PO No. …… dated: …….

NOW, THEREFORE, the Company and the contractor agree as follows:

1. The Contractor agrees to undertake the work of "----------
   ----
   ----------" as per Letter of Award no ----------dt ---------- referred to above.

2. The Company agrees to pay the Contractor as per as per Letter of Award no ----------
   ----------dt ---------- referred to above.

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

IN WITNESS WHEREOF the parties have hereunder affixed their signature on the day, the month and year written as above.

SIGNED, SEALED AND DELIVERED

----------	----------
Contractor	Company
1)	1) .....
2)	2) .....
Witness	Witness

ANNEXURE-B

SPECIMEN COPY OF INDEMNITY BOND

(To be executed on Non-Judicial Stamp Paper of Rs. 100/-)

BY THE PRESENT INDEMINITY BOND EXCUTED by me / us on this ……Day of……, 22……...I/We having Registered Office/ residing at ……

(Hereinafter called "OBLIGOR/OBLIGORS" which expression shall mean and includes my/our Successors legal representatives, assigns) do hereby binds myself / ourselves and also our Company/ firm …….. after having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited., a government Company within the meaning of sec.617 of the Indian Company's Act having registered office at BidyutBhavan, Block-DJ ,Sector-II, Salt Lake City, Kolkata-700091 (hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns.

WHEREAS OBLIGOR/OBLIGORS has /have been awarded to execute the job/works under Letter of Award no……Dated……. having PO No. ……issued by the OBLIGEE after having observing necessary formalities the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job/works will be/likely to be done in places covered under Employees' State Insurance Act(ESI) and /or the Workmen Compensation Act(W.C. Act) and /or other laws relating to the Labour Management and Welfare.

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

NOW THIS INDENTURE WITNESS THAT I / We the OBLIGOR/OBLIGORS do hereby undertake.

1. THAT, the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGORS.
2. THAT, the OBLIGOR/OBLIGORS will take/adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT, the OBLIGOR/OBLIGORS undertakes to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or non-managerial or any other capacity in the area covered under Employees' State Insurance Act, 1948 who has/have insurance coverage within the meaning of Employees State Insurance Act and further undertakes NOT to engage any person in the area covered under the Employees State Insurance Act, who does / do not has/have insurance coverage within the meaning of Employees State Insurance Act.
4. THAT, the OBLIGOR/OBLIGORS further undertakes to engage only those labour worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance

Act who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees' Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGOR/OBLIGORS.

5. THAT, the OBLIGOR/OBLIGORS undertakes / undertake to indemnify and keep harmless the OBLIGEE from all claims action proceedings and of risk damage danger to any person whether belonging to/or not belonging to OBLIGOR/OBLIGORS.
6. THAT, the OBLIGOR/OBLIGORS shall keep harmless the OBLIGEE from all claims compensation damages any proceedings in respect of any of its employee/workmen under the Workmen Compensation Act. Act or any other laws for the time being in force.
7. THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Workmen Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGORS is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGORS.
8. THAT, if at any time due to exigency, the OBLIGEE i.e. the West Bengal State Electricity Distribution Company Limited as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGOR/OBLIGORS or for any other reason , the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR/OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR/OBLIGORS.
9. THAT, the OBLIGOR/OBLIGORS is/are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/OBLIGORS.

SIGNED AND DELIVERED

BY THE OBLIGOR/OBLIGORS

……..

Signature

WITNESS

1 Signature

Name, Designation ……..

2. Signature

Name, Designation ……