

Administrative Building,
WBSEDCL, 1st Floor,
Rabindra Avenue,
Malda, WB- 742101.
E-mail: rm.malda@wbsecl.in

Regd. Office of WBSEDCL:
VidyutBhavan,
Block-DJ, Sector – II,
Bidhannagar,
Kolkata – 700 091.
Website-www.wbsecl.in

CIN: U40109WB2007SGC113473

NOTICE INVITING e-TENDER

N.I.T. NO.: RM/MRO/CIVIL/e-TENDER/ 2025-26/01; Dt. 07.04.2025

Online percentage rate e-Tender in two part for the under mentioned work is invited by the Regional Manager, Malda Regional Office, WBSEDCL from eligible, bonafide, resourceful and experienced contractors of State/Central Govt., State/Central Govt. undertaking, Statutory Bodies constituted under the statute of State/Central Govt. for under mentioned work as per specified terms, conditions and specifications.

Name of the work	Estimated Amount (Rs.)(including 1% cess & excluding GST)	Completion Time	Earnest Money Deposit (Rs.)
Construction of Transformer Plinth, VCB, CT, Cable box support structure, cable trench and Crushed stone spreading at Mobarakpur 33/11 kV sub-station under Gazole Division, in the district of Malda.	Rs. 4,03,341.02/- (Four Lakh Three Thousand Three Hundred Forty One and Two Paise only)	45(Forty Five) days From date of Site Handover.	Rs. 8,100.00/-

1. Intending bidders should download the tender documents from the website <https://www.wbtenders.gov.in> directly with the help of Digital Signature Certificate (DSC). Necessary Earnest Money Deposit (EMD) should be remitted separately through either online mode or in the form of Bank Guarantee (BG) in full on any schedule commercial bank in the annexed format and the same should be documented and scan copy of the aforesaid documents is to be uploaded through said website as per schedule stated in Sl. No. 6(Details of which has been narrated in the Instruction to the bidders).The last date for submission of physical copy of EMD via Bank Guarantee (if EMD in the form of bank guarantee is opted) will be upto 22.04.2025 upto 14.00 hrs. Partial payment through online mode and remaining submission through BG is not allowed. EMD collected via online mode will be settled automatically from e-tendering 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. However, for successful bidder the Earnest Money will be converted into Security Deposit.

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:** The pre-qualification criteria will be subject to bidder's fulfillment of the qualification criteria set forth and stipulated hereunder & substantiated by authentic and relevant information and details. The bidders shall also have experience and proven track record in taking up and completion of the work of magnitude and nature similar to the items as mentioned hereunder.

4. **Technical Requirement:**

The bidder must have successfully completed **similar works** (*defined below) for Civil work during last **07(Seven)** years (i.e. upto 08.04.2018) under the authority of State/Central Government,

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State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government. The criteria for similar completed works will be as follows:

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

OR

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

OR

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

(***Civil:** The bidder must have successfully completed Erection work of Sub-station related Structures, Control Room Buildings in last 7 years (i.e. upto 08.04.2018) under the authority of State/Central Government, State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government.

Satisfactory Completion Certificate indicating estimated amount and/or Ordered Amount, Value of work-done and Date of completion of the work and detail communicational address along with contact details of the Client should be submitted by the Bidder. Completion Certificate from the concerned Executive Engineer/District Engineer/Divisional Engineer or equivalent rank and above will be treated as valid credential. The bidder is to upload the LOA/Execution Order/PO in full along with the BOQ showing the full description of items in respect of the work for which completion certificate is being uploaded. Delay in completion of work, if any, must be mentioned in completion certificate along with the reason.

(A) Statutory/Non-Statutory requirements:

All categories of prospective Bidders (**Firm/Entity**) shall have to submit valid copies of the following documents (All the documents must be in the name of the **Firm/Entity** applying as prospective bidders):

- I. Professional Tax Registration Certificate/Registration No. (P. Tax Registration Certificate/Enrollment Certificate as applicable), current professional tax payment certificate along with payment challan.
- II. P.F. Registration Certificate/No. along with challan for the month of February or onwards.
- III. GST Registration Certificate/No with up to date return/challan, [Monthly/Quarterly applicable].
- IV. E.S.I. Registration certificate/No. with challan for the month of February or onwards.
- V. PAN Card and Income Tax Return for last three Assessment Years.
- VI. Valid up-to-date Trade License in respect of the prospective Bidder:
- VII. Registration Certificates of Firms/ Entities,
 - a. Proprietorship Firm (Valid Trade License),
 - b. Partnership Firm (Valid Partnership Deed, Valid Trade License),
 - c. Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License),
 - d. Co-operative Society (Society Registration copy, valid Trade License).

NB: Any MOU/Temporary Agreement/Joint Ventures/Consortium/ Any other arrangement to constitute an Entity having no statutory Registration Certificates (Non-Permanent Establishment) beyond the above entities [mentioned in VII(a) to (d)] for the purpose of applying as prospective bidder will not be considered as valid document.



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- VIII. Performance as prime contractor applying as prospective bidder for execution of similar nature of work for last seven years will only be considered.
- IX. Information regarding any past and current litigation with WBSEDCL/WBSETCL/Govt/PSU in which the bidder is involved, the party's concerned and disputed amount.
- X. **Neither prospective Bidder nor any of the constituent partners had been be barred to participate in any Tender by any Government Department/Semi-Govt/Govt Undertakings/Enterprise etc. during the last 5 (five) years prior to the date of this NIT. Such debarring will be considered as disqualification towards eligibility. A declaration on Rs.100.00/- Non-Judicial Stamp duly notarized by Notary Public, in this respect has to be furnished by the prospective bidders.**
- XI. The bidder shall submit reports on the financial standing i.r.o. solvency of Bidder (Company/Firm) as certified by bankers, audited annual reports on accounts with auditors' certificate for company registered under Companies Act and Tax Audit Report for Partnership Firms for last three preceding Financial Years.
- XII. Net worth for the each of the last 03 (three) Financial Years should be positive. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.
- XIII. The bidder's Minimum Average Annual Turnover (MAAT) for last 03 (three) Financial Years shall not be less than 30% of the estimated cost per year.
- XIV. The working capital of the bidder in the preceding year of bid submission shall not be less than 30% of the estimated cost per year.
- XV. Annual Audited Financial Report for last 3 (three) years to be submitted for verification in respect of bidders for whom audit of accounts is mandatory (3CA/3CB and particulars are reported in the Form 3CD u/s 44AB of Income Tax Act'1961 are to be submitted). **For those whose audit of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures for last five years.**
- XVI. **The prospective Bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. A declaration on Rs.100.00/- Non-Judicial Stamp duly notarized by Notary Public, in this respect has to be furnished by the prospective bidders. (Non-statutory Documents)**
- XVII. No conditional/incomplete/inadequate/wrong submission of Tender Documents and facts will be accepted under any circumstances and no further prayer for consideration will be entertained.
5. 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. The list of Qualified Bidders of Technical Bid will be displayed in the website.
6. **No mobilization advance and secured advance will be allowed.**
7. A prospective Bidder shall be allowed to participate in the tender either in the capacity of individual or as a partner of firm, Society, Company, Registered Unemployed Engineers Co-operative Society/Registered Labour Co-operative Society. If found applied severally in a single job, all his offers will be rejected for that job.
8. Bid shall remain valid for a period not less than 180 (one hundred eighty) days from the date of opening of Financial Bid. If the bidder modifies/withdraws the bid during the interval between the deadline for submission of bids and the expiry of the period of bid validity, the bid will be cancelled with forfeiture of earnest money deposit (EMD).
9. **Date and Time Schedule:**

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1.	Date of uploading of NIT & other Documents (Publishing Date)	11.04.2025 AFTER 11:00 hrs
2.	Documents download/sell start date (online)	11.04.2025 AFTER 11:00 hrs
3.	Bid submission starting date (online)	11.04.2025 AFTER 11:00 hrs
4.	Pre Bid Meeting	16.04.2025 AFTER 15:00 hrs
5.	Document download end/Bid submission closing date (online)	21.04.2025 UP TO 15:00 hrs
6.	End Date of submission of EMD (Online)	21.04.2025 UP TO 15:00 hrs
7.	End Date of physical submission of EMD (Offline) NB-if EMD is submitted through BG	22.04.2025 UP TO 14:00 hrs
8.	Techno-commercial bid opening date	23.04.2025 AFTER 15:00 hrs
9.	Techno-commercially qualified bidders' list uploading date	To be notified later
10.	Price bid opening date	To be notified later

10. The Bidder at the their own responsibility 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.

11. 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.

12. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' stated in Section – 'A' before tendering the bids.

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

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

15. The intending Bidders are required to quote the rate **online only through tendering process.**

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

17. Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.

18. 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 incorrect/ manufactured / fabricated or false at any stage, his Tender will be out rightly rejected and legal action will be taken against him.

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

20. The WBSEDCL does not bind itself to accept the lowest 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.

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

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Sd/-
Regional Manager
Malda Regional Office
WBSEDCL

Memo no: RM/MRO/Civil/e-Tender/ 26 (1-7)

Dated: 07.04.2025

Copy forwarded for kind information and needful action please to:

1. The Chief Engineer (Dist.-North), WBSEDCL, Siliguri-734001.
2. The Zonal Manager, Malda Zonal Office, Malda, WBSEDCL.
3. The Manager (HR&A)/ (F&A), Malda Regional Office, WBSEDCL.
4. The Divisional Manager, Gazole Division, WBSEDCL.
5. The Assistant Engineer (Civil), Malda Regional Office, WBSEDCL.
6. Copy for Notice Board/Tender file / Office copy.


Regional Manager
Malda Regional Office
WBSEDCL



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INSTRUCTION TO BIDDERS **SECTION-A**

- 1. General guidance for 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 Web Site 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. Participation in more than one 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, Society, Company, Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License), Co-operative Society (Society Registration copy, valid Trade License). If found applied severally in a single job, all his offers 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 others 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:

A-1. Statutory Parts:

a) To be submitted in “Drafts” folder:

- i. Cost of Tender Document: No Cost.
- ii. **Earnest Money Deposit (EMD):** The amount of Earnest Money Deposit (EMD) shall be deposited online as prescribed in the NIT. **The bidder shall select the tender to bid and initiate payment of EMD.** Documentary evidence of online EMD payment (if any) should be uploaded in draft folder during submission of bid.
- iii. **Following payment options are available for paying EMD amount:**

I. Net-banking through Payment Gateway.

II. RTGS/NEFT Payment: On selection of RTGS/ NEFT as the payment mode, the e-



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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 prefilled information to make RTGS/NEFT 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.

III. Submission of the EMD through Bank Guarantee: For submission of EMD in the form of Bank Guarantee, the bidder will have to opt for EMD exemption in e-tender web portal and upload scanned copy of BG in the EMD exemption document upload section. Physical copy of BG shall be submitted at the Office of the Regional Manager, Malda Region within scheduled date and time as mentioned in NIT Notice.

iv. **General Instructions for Online Payment:**

- I.** The bidder will have to mandatorily pay through Net-banking facility once Net banking mode is opted for payment.
- II.** 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 complicity.
- III.** 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).
- IV.** 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.

v. **Refund/ Settlement of EMD Amount:**

- I.** 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.
- II.** For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- III.** 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.
- IV.** For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz. 33-40267512/13 since payment gate way facility used by E-tender portal is maintained by ICICI.
- V.** Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner if not created earlier.

b) To be submitted in “NIT” folder:

- i. Notice Inviting e-Tender(NIT).
- ii. Technical Specifications.
- iii. Addenda/Corrigenda: if published.



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Note: Bidders are to keep track of all the Addendum/Corrigendum issued with a particular tender and upload all the above duly digitally signed along with the NIT. Tenders submitted without the Addendum/Corrigendum will be treated as informal and liable to be rejected.

c) To be submitted in “Forms” folder:

- i. Declaration of Black Listing / Holiday Listing (as per Form-IV).
- ii. Annexure – I, annexure – II, annexure – III (as stated).
- iii. Form – III - statement of similar type of works (civil) executed during last 07 (seven) years.

Note: All the above documents are to be uploaded duly digitally signature.

A-2. Non statutory cover containing:

- i. Professional Tax Registration Certificate/No. (P. Tax Registration Certificate/ Enrollment Certificate as applicable), current professional fees payment certificate along with payment challan.
- ii. P.F. Registration Certificate/No. along with up to date challan of February month,
- iii. GST Registration Certificate/No. with up-to-date return/ challan for last three months, (Monthly/Quarterly as applicable).
- iv. E.S.I. Registration Certificate with up to date challan of February month.
- v. PAN and Income Tax Return for last three Assessment Years.
- vi. Valid up-to-date Trade License in respect of the prospective Bidder.
- vii. Have sufficient credential of similar nature of Civil.
- viii. The bidder shall submit reports on the financial standing i.r.o. solvency of Bidder (Company/ Firm) as certified by bankers, audited annual reports on accounts with auditors' certificate for companies registered under Companies Act and Tax Audit Report for Partnership Firms for last 3(Three) Financial Years.
- ix. Net worth for the each of the last 03 (three) Financial Years should be positive. Net worth means the sum total of the paid up capital and free reserves(Excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.
- x. The bidder's Minimum Average Annual Turnover (MAAT) for last 03 (three) Financial Years shall not be less than 30% of the estimated cost per year.
- xi. The working capital of the bidder in the preceding year of bid submission shall not be less than 30% of the estimated cost per year.
- xii. Annual Audited Financial Report for last 3 (three) years to be submitted for verification in respect of bidders for whom audit of accounts is mandatory (3CA/3CB and particulars are reported in the Form 3CD u/s 44AB of Income Tax Act'1961 are to be submitted). **For those whose audit of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures for last five years.**
- xiii. Registration Certificates of Firms/Entities:
 - a. Proprietorship Firm (Valid Trade License),
 - b. Partnership Firm (Valid Partnership Deed, Valid Trade License),
 - c. Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License),
 - d. Co-operative Society (Society Registration copy, valid Trade License).

- xiv. Credential of completed works as mentioned here are:** The bidder must have successfully



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completed similar works* for Civil work during last **07(Seven)** years (i.e. upto 08.04.2018) under the authority of State/Central Government, State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government. The criteria for completed similar works will be as follows:

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

OR

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

OR

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

*(*Civil: The bidder must have successfully completed Erection work of Sub-station related Structures, Control Room Buildings in last 7 years (i.e. upto 08.04.2018) under the authority of State/Central Government, State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government.*

Satisfactory Completion Certificate indicating estimated amount and/or Ordered Amount, Value of work-done and Date of completion of the work and detail communicational address along with contact details of the Client should be submitted by the Bidder. Completion Certificate from the concerned Executive Engineer/District Engineer/Divisional Engineer or equivalent rank and above will be treated as valid credential. The bidder is to upload the LOA/Execution Order/PO in full along with the BOQ showing the full description of items in respect of the work for which completion certificate is being uploaded. Delay in completion of work, if any, must be mentioned in completion certificate along with the reason.

Note: The bidder must have full-fledged set up for executing similar projects in power utility.

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.

(Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder).

Note: - Failure of submission of any of the above-mentioned documents (as stated in A1, A2 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).

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Sl. No.	Category Name	Sub Category Description	Details
A	Certificates	Certificates	1. PAN. 2. E.P.F. Document. 3. G.S.T. Document. 4. P. Tax Document. 5. E.S.I. Document. 6. ITR Document. (Annual Audited Financial Report for last 3 (three) years to be submitted for verification in respect of bidders for whom audit of accounts is mandatory (3CA/3CB and particulars are reported in the Form 3CD u/s 44AB of Income Tax Act'1961 are to be submitted). <u>For those whose audit of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures for last five years).</u>
B	Company Details	Company Details – I	1. Proprietorship Firm (Valid Trade License). 2. Partnership Firm (Valid Partnership Deed, Valid Trade License). 3. Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License). 4. Co-operative Society (Society Registration copy, Valid Trade License).
C	Credential	Credential 1	1. Necessary documents regarding Similar nature of work done which is applicable for eligibility in this tender (As per Clause no.3.A of NIT).
D	Declaration	Declaration	1. Declaration of Black Listing / Holiday Listing (as per Form No-IV). 2. Annexure–I, Annexure–II, Annexure–III (As Stated). 3. Form– III - Statement of Similar Type of Works (Civil) Executed During Last 07 (Seven) Years.

7. Opening of Tender:

A. Technical Proposal:

- Technical proposals will be opened by authorized representatives of WBSEDCL from the web site stated using their Digital Signature Certificate.
- Intending bidders may remain present if they so desire.
- Covers (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.
- Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded & handed over to the authorized representatives of WBSEDCL.
- Uploading of summary list of technically qualified bidders:



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E-mail: rm.malda@wbasedcl.in

Regd. Office of WBSEDCL:
VidyutBhavan,
Block-DJ, Sector – II,
Bidhannagar,
Kolkata – 700 091.
Website-www.wbasedcl.in

CIN: U40109WB2007SGC113473

- a. Pursuant to scrutiny & decision of the authorized representatives of WBSEDCL the summary list of eligible bidders & the serial number of works 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 bidder & seek clarification / information or bidder/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.

8. Parties Who May Bid:

- i. Invitation of bid is open to the eligible bidders of Indian origin and the bid will be made in the basis of local competitive bids(LCD).
- ii. All materials to be supplied and services to be rendered under this contract shall be accepted from bidders fulfilling the eligibility/capability criteria.
- iii. A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of the firm, Ltd Company (Incorporation certificate i.e. MOA and AOA, Valid Trade License), Co-operative Society (Society Registration copy, valid Trade License). If any of the bidders is found to have applied severally in a single job all his applications will be summarily rejected for that job.

9. Responsibility of Bidders:

- i. 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.
- ii. 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.
- iii. 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.
- iv. The bidder is expected to examine carefully all instructions, conditions, forms,



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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.

7. **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.

8. **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 **Regional Manager, Regional office, WBSEDCL**, the date specified for this purpose. The clarification given in the pre- bid discussion shall be final and binding on the bidder.

9. **Bid Prices:**

- The bidder shall quote their price in the appropriate format in percentage excess/at par/ less the estimated price.
- 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.
- Prices indicated in the schedule of prices deemed to include all the levies/duties/taxes/cess & all other incidentals payable as per statute. Goods and Service Tax shall be paid extra as per statute.

10. **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. necessary for proper completion and maintenance of the work.

11. **Amendment of Bidding Documents:**

- 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.
- Such amendment(s) will be published on the same website mentioned above. WBSEDCL 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, WBSEDCL 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.

12. **Validity of Bid:**

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- (a) Financial Bid shall preferably be opened within 30 (Thirty) days from the date of opening of Techno-commercial Bid.
- (b) The offer against the tender should remain valid for a minimum period of 180 days from the date of opening of Financial Bid.
- (c) Prior to the expiry of the original validity period WBSEDCL may request extension in the period of validity for a further suitable period without any change in terms & conditions of the offer.

13. **Earnest Money Deposit:** The bidder shall deposit the requisite earnest money through online or offline mode following payment options are available for payment of EMD, for the intending bidders.

- (a) **Net-banking through Payment Gateway.**
- (b) **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 prefilled information to make RTGS/NEFT 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) **Submission of EMD through BG:** For submission of EMD in the form of Bank Guarantee, the bidder will have to opt for EMD exemption in e-tender web portal and upload scanned copy of BG in the EMD exemption document upload section. Physical copy of BG shall be submitted at the Office of the Regional Manager, Malda within scheduled date and time.

14. **Process to Be Confidential:** 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.

15. **Right to Accept or Reject Any or All Offers:** WBSEDCL reserves the right to accept or reject any bid and to anal the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBSEDCL's action. 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.

16. **Time Schedule:** The basic consideration and the essence of the contract shall be the strict adherence to the time schedule specified in the NIT.

17. **Evaluation and Comparison of Bids:** On examination of document submitted under different covers WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step. Evaluation of bid will include and will take into account. Cost of construction/erection including taxes & duties etc. The owner shall evaluate and compare only the bids determined to be substantially responsive. The bids shall be evaluated on the basis of total price (Civil Works) for the entire scope of work covered under this bid document. Evaluated bid price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract. Conditional rebate, if any, offered by any bidder shall not be considered in Bid

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evaluation.

18. **Opening of Technical Proposal/Bid:**

- a) Technical proposals will be opened by authorized representatives of WBSEDCL from the web site stated using their Digital Signature Certificate.
- b) Intending bidders may remain present if they so desire.
- c) Cover (folder) statutory documents will be opened first and if found in order cover (Folder) for non-statutory documents will be opened. If there is any deficiency in the statutory documents the tender will be summarily rejected.
- d) Decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded and handed over to the authorized representatives of WBSEDCL.
- e) Uploading of summary list of technically qualified bidders:
 - i. Pursuant to scrutiny & decision of the authorized representatives of WBSEDCL the summary list of eligible bidders & the serial number of works for which their proposal will be considered will be uploaded in the web portals.
 - ii. While evaluation the authorized representatives of WBSEDCL may summon any of the bidder & seek clarification/information or bidder(s) may be asked for producing original hard copy of any of the document already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

19. **Opening of Financial Bid:**

- a) Financial proposals of the bidders, declared technically eligible, will be opened electronically by the Tender Inviting Authority (authorized representative of WBSEDCL) from the web portal stated above on the prescribed date.
- b) The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
- c) After opening of the financial proposal, the preliminary summary result containing inter-alia, name of the bidder and the rates quoted by them will be uploaded.
- d) The bids will be evaluated on the basis of technical and financial proposal for the entire scope of work covered under this bid document.
- e) The bidder whose offer has been accepted will be finalized after the evaluation procedure will be notified by the Tender Inviting Authority (authorized representative of WBSEDCL) through Letter of Intimation. The same will be made available/uploaded in the website <https://wbtenders.gov.in>.
- f) Decision of Tender Inviting Authority will be final and bound to every bidder.
- g) The selected bidder will be asked to produce the documents like Contract Agreement, Indemnity Bond, Performance Security and any other document on demand of WBSEDCL within a specified time-frame.
- h) WBSEDCL has the right to reject the tender if the bidder unable/disagree to produce the same.
- i) Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder. If the successful bidder will not enter into Contract Agreement and/or submit the performance security/contract performance and/or Indemnity Bond within stipulated time as mentioned in the Letter of Intimation, his EMD will be forfeited and the job may subject to be cancelled.



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20. Taxes, Duties and Other Levies: 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. All other taxes/duties/levies/cess payable (excluding Good and Services tax) by the bidder shall be included in the bid price and no claim on this behalf will be entertained by the owner.

21. 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.

22. 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.

23. Corrupt or Fraudulent Practice: 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:

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

“**Fraudulent Practice** “ means misrepresentation of facts in order to influence 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 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 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.

24. Insurance: The successful bidder on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law to protect the interests of WBSEDCL against all perils. The form & the limit of such insurance together with underwriting in each case shall be acceptable to WBSEDCL. However, irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be bidder's alone.

25. 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. necessary for proper completion and maintenance of the work.

26. Penalty for Suppression/Distortion of Facts: If any Bidder fails to produce the original hard



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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 action as 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' section.

27. 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 and Indemnity Bond 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. General Condition of Contract for Civil and Electrical works are post bidding documents and is totally of agreement with lowest bidder, don't consider it as prequalification criteria.

28. Holiday Listing: The holiday listing policy of WBSEDCL shall be applicable to the participating bidders in the e- tendering in case of any deviation is found from normal contractual conduct. A declaration as per 'Form No.-IV of Forms' of the tender document is to be submitted by the bidders.

29. Contract Agreement: The agreement as per enclosed format specified in 'annexure -A' of this tender will incorporate all agreements between the tender accepting authority and the successful bidder. All the tender documents including NIT and BOQ will be part of the agreement. After acceptance of Letter of Award, the successful bidder shall have to submit requisite copies of contract documents stated as per 'Clause No.-8 of General Conditions of Contract (GCC)'.

30. 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 Regional Manager, Regional Office, WBSEDCL'.

31. 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.



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Form-I - CERTIFICATE REGARDING SUMMARY STATEMENT OF YEARLY TURNOVER

This is to certify that the following statement is the summary of the audited
Balance Sheet arrived in favour of
.....For the 03 (three) consecutive years as mentioned below.

Sl.No.	Financial		Remarks
	Financial Year	Turnover Rounded Upto Two Digit After Decimal	
1.	2023-24		
2.	2022-23		
3.	2021-22		
Total			

Average Turnover (In Rupees):

.....

SIGNATURE OF THE TENDERER WITH OFFICE SEAL



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Form-II - EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

(To be given by banker of bidder) BANK CERTIFICATE

This is to certify that M/s (Full Name and Address) Who are submitting their Bid to against their tender specification vide Ref. No. and date is our customer for the past years.

Their financial transactions with our bank have been satisfactory. They enjoy the following fund based and non-fund-based limits including guarantees L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

Sl.No.	Type of Facility	Sanctioned limit as on date	Utilization as on date.....

This letter is issued at the request of M/s.....

Sd/-

Name of Bank

Name of authorized Signatory.....

Designation.....

Phone No.....

Address.....

SEAL OF THE BANK

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Form– III - STATEMENT OF SIMILAR TYPE OF WORKS (CIVIL & ELECTRICAL) EXECUTED DURING LAST 07 (SEVEN) YEARS.

Sl. No.	Name of the work executed	Nature of the project to which the work is related	Order No. and date(s)	Name of Owner/ order issuing authority	Financial year	Executed value (Rs.)	Date of commencement, scheduled completion & actual completion	Whether Completion/ Payment Certificate(s) submitted (Y/N)

Remarks, if any:

.....

SIGNATURE OF THE TENDERER WITH OFFICE SEAL



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ANNEXURE –I

(On Rs.100.00 Non-Judicial Notarized Stamp)

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 _____ (Name of the Company).
3. All information furnished by us in respect of fulfillment of eligibility criteria and qualification in formation 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 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.

Signature of the Bidder Dated _____



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ANNEXURE-II

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.

Signature of the Bidder



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ANNEXURE-III

(LETTER HEAD OF BIDDER)

Dated:___

DECLARATION BY THE BIDDER

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 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 Bidder

Postal address of the Bidder



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ANNEXURE-IV

PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE/SECURITY

The non-Judicial stamp paper of Rs 100.00 should be in the name of issuing bank

Ref.....

Bank Guarantee No.....

Date.....

To

The

.....

..... West Bengal

Dear Sirs,

In accordance with Invitation to bid under your Bid No..... M/s..... having
its Registered/HeadOffice at. (Hereinafter

called the "Bidder") wish to participate in the
said Bid of.....and you, as a special favour have agreed to accept an irrevocable and
unconditional Bank Guarantee for an amount of.....valid upto on behalf of Bidder in lieu of
the Bid deposit required to be made by the bidder, as a Condition precedent for participation in the Said Bid.

We, the.....Bank (Name) at..... (Address) having our Head Office at. . Guarantee and
undertake

To pay immediately on demand by West Bengal State Electricity Distribution Company Ltd., the Amount
of..... (In words &
figures)

Without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be
conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto and
including.....

If any further extension of this guarantee is required, the same shall be extended to such required period (not
exceeding one year) on receiving instruction from M/son whose behalf this guarantee is issued.

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

..... WITNESS

.....
(Signature)

.....
(Name) (Name)

.....
(Official Address)

.....
(Signature)

.....
(Official Address)

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

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Website-www.wbsecl.in
CIN: U40109WB2007SGC113473

Form-IV
(On Rs.100.00 Non-Judicial Notarized Stamp)

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In the case of a Proprietary Concern:

1. I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/S _____ which is submitting the Tender 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 during the last 5 (Five) years declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

(Here give particulars of black listing or holiday listing, and in absence thereof state “NIL”)

2. I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/S _____ which is submitting the Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner have abandoned any work nor any of their contract have been rescinded during the last 5 (Five) years in WBSEDCL/WBSETCL/Govt./PSU/Other Govt. Dept. except as indicated below:

(Here give particulars of black listing or holiday listing, and in absence thereof state “NIL”)

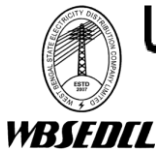
In the case of a Partnership Firm:

1. We hereby declare that neither we, M/S _____ submitting the Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

(Here give particulars of black listing or holiday listing, and in absence thereof state “NIL”)

2. We hereby declare that neither we, M/S _____ submitting the Tender 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 abandoned any work nor any of their contract have been rescinded during the last 5 (Five) years in WBSEDCL/WBSETCL/Govt./PSU/Other Govt. Dept. except as indicated below:

(Here give particulars of black listing or holiday listing, and in absence thereof state “NIL”)



West Bengal State Electricity Distribution Company Ltd.

(A Govt. of West Bengal Enterprise)
MALDA REGIONAL OFFICE

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WBSEDCL, 1st Floor,
Rabindra Avenue,
Malda, WB- 742101.
E-mail: rm.malda@wbasedcl.in

Regd. Office of WBSEDCL:
VidyutBhavan,
Block-DJ, Sector – II,
Bidhannagar,
Kolkata – 700 091.
Website-www.wbasedcl.in
CIN: U40109WB2007SGC113473

In the case of a Company:

1. We hereby declare that we have not been placed on any black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:
(Here give particulars of black listing or holiday listing, and in absence thereof state “NIL”)

2. We hereby declare that neither we have abandoned any work nor any of their contract have been rescinded during the last 5 (Five) years in WBSEDCL/WBSETCL/Govt./PSU/Other Govt. Dept. except as indicated below:

(Here give particulars of black listing or holiday listing, and in absence thereof state “NIL”)

3. It is understood that if this declaration is found to be false in any particular WBSEDCL, WBSETCL or Administrative Ministry, shall have the right to reject my/our enlistment. Bid and if the bid has resulted in a contract, the contract is liable to be terminated.

Signature with date & seal of the Bidder



WBSEDCL

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GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION FOR CIVIL WORK

GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION FOR CIVILWORKS

1. Definition of Terms:

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

The **Company/purchaser/Owner/Department** shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY 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.

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 date of handing over of site.

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2. Scope of Work:

Scope of work includes **“Construction of Transformer Plinth, VCB, CT, Cable box support structure, cable trench and Crushed stone spreading at Mobarakpur 33/11 kV sub-station under Gazole Division, in the district of Malda”**. The proposed contract comprises of construction, repair and maintenance of the work during the contract period including defect liability period, as required. It includes provision of all labour, material, constructional plant, temporary work and everything whether temporary or permanent nature required for such construction, completion and maintenance so far as the necessity of providing the same is specified in or responsible to be inferred from the contract. The different items of work have been elaborated in the schedule of work.

3. Submission of Tender:

Please refer to sl. no 6 of Instruction to Bidders

4. Performance Bond/Security Deposit:

In respect of successful Bidder, the Earnest Money deposit on acceptance of Tender shall be converted as a part of the Security Deposit. The successful bidder shall have to submit balance Earnest money, if required, to make the 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 8% (Eight percent) of contract amount shall be realized by recovering from the progressive bill @8% (Eight percent) of the amount of each successive 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.

In case of EMD in the form of Bank Guarantee is opted, the successful bidder shall have to furnish a Performance Bank Guarantee to the tune of 10% (Ten Percent) of the contract amount within 14 days from the receipt of or placement of LOA, whichever is later, to guarantee the faithful performance and security of the contract in accordance with all the conditions and terms stipulated herein and the relevant format attached. The successful bidder may withdraw the EMD (@ 2 % of Tender value) submitted in the form of Bank Guarantee after furnishing the Performance Bank Guarantee @ 10% (Ten Percent) of the contract amount. In such case no deduction from successive bills will be made to realize the Security Deposit. Performance Bond will also have the guarantee for successful and satisfactory performance of materials supplied under the contract till the expiry of the guarantee period. Earnest money in the form of Bank Guarantee of the unsuccessful bidders may be realized by the respective bidders after finalization/placement of order.

Bids in range of -20% to -80% of the estimated rate shall furnish an Additional Performance Security in the format given in the Annexure which shall be equal to 10% of the tendered amount before placement of Award of Contract.

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 performance Bond/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:

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.

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:

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.

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

Forfeiture of Earnest money/Bid Guarantee:

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

- a) If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.
- b) If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid.
- c) In case of successful bidder, if the Bidder fails:
 - i. To accept LOI/Order unconditionally and sign contract
 - ii. To furnish the contract performance bond / Additional Performance Security in the form of Bank Guarantee wherever applicable.

7. Defect Liability Period:

The term 'defect liability period' shall mean the period of **Six (6)** months or one full monsoon,

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whichever is later, from the Date of completion of the work. If any defect is found within the defect liability period the contractor shall be liable to rectify/replace the materials at their own cost and responsibility.

In case any defect of work is detected by the controlling officer within the period initial defect liability period, the defect liability period is liable to extend beyond the stipulated time.

Defects/rectification work so notified shall have to be attended and completed satisfactorily within the specified date or as deemed fit by the Controlling Officer. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by Security Deposit submitted by the contractor detailed in clause 5.0.

After completion of defect liability period, and on completion of satisfactory rectification of defects, if any reported within the defect liability period, and on receipt of the application from the contractor the controlling Officer of the work will recommend release of security deposit.

8. Manner of Execution:

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/order. The successful bidder shall be required to execute an Agreement on a non-judicial stamp paper of Rs100/- with the company with all related documents for satisfactory execution of the work. 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. 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. General Requirement: The contractor shall execute, complete and maintain the work as per direction of the Controlling Officer/Engineer-in-Charge of the work or his representative.

10. Contractor to submit programme:

Within 14 (fourteen) days from the date of issue of letter of intent/order, the contractor shall submit a programme showing the order, procedure and method in which he proposes to carry the work.

11. Contractor's staff at site:

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

12. Removal of persons employed at site:

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

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13. Setting-out:

The contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of the work. If any time during the progress of the work any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the work, the contractor on being asked to rectify by the Controlling Officer/ Engineer-in-Charge or his representative shall at his own expense rectify such error to the satisfaction of the Controlling Officer/ Engineer-in-charge.

14. Protection of work:

The Contractor shall in connection with the work provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary if required by the company or by any competent authority for the protection of the work or for the safety and convenience of the public or others.

15. Care of works:

From the commencement to the completion of the works, the contractor shall take full responsibility for the care of permanent works, therefore and of all temporary works and in case of any damage, loss, or injury to works or to any part thereof or any temporary works due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the works shall be in good order and condition and in conformity in every respect with the requirements of the contract. The contractor shall take every practicable precaution not to damage or to cause injury to any adjoining or other properties or to any persons. However even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.

16. Workmen's Compensation for accident or injury to any workman:

The Company shall not be liable for damages or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall have to pay all claims, demands, last costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance policy covering provisions for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.

17. Facilities for other Contractors:

The Contractor shall afford all reasonable facilities for any other contractor employed by the company in execution on or near the site of any work not included in the contract.

18. Clearing site on completion: On Completion of the work the Contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary work of every kind and leave the whole of the site and work clean and in good and tidy condition to the satisfaction of the Controlling Officer/ Engineer-in-charge.

19. 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 twenty five percent) of the contract price. Payment shall be made as per execution.

20. Goods & Services Tax(GST):

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

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21. Labour License:

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

22. Compliance of Labour Laws:

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

23. Night and Holiday Work:

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

24. Deductions of Provident Fund and remittance thereof in respect of contract labourers:

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

25. 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 upto 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 other vary the quantities as may be necessary but such variation will be limited to + 25% (plustwenty-fivepercent) of the contract price. Payments shall be made as per actual execution.

26. Paying Authority:

The Manager (F&A), Regional Office, Malda, WBSEDCL shall be the paying authority.

27. Supplementary Works:

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

The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract. When above clause no 19 shall not be applicable the rates shall be taken from P.W.D (WB) schedule of rates for building works, sanitary & plumbing works & PWD (WB) (Roads) schedule Prevailing at the time of submission of bids plus/minus the contractual rate of quotation.

When clause no 19 above shall not be applicable, the rates should be analyzed, to the mutual acceptance from present market rates of different elements involved in the item, against documentary evidence, with contractor's profit as 10% and 1% cess towards BOCWWC Act, 1996. In that case contractual rate of quotation will not be applicable.

Controlling Officer's decision regarding finalization of rate of non-scheduled item(s) shall be final and

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binding upon the contractors.

28. Measurement and Terms of Payment:

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

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

In the event of failure on the part of the contractor to attend or send his authorized representative after receiving the information to countersign or record objection within a week from the date of measurement, the measurement taken by the Engineer-in-charge/controlling officer or his authorized representative shall be taken to be correct measurement of the work done.

Progressive R/A bills against the prayer of the contractor, for an amount of minimum 20% of the ordered value or as deemed justified by the controlling officer shall be released against certification by the controlling officer after deducting the amount already paid or other amounts as may be deductible. The bills shall be released within 30(thirty) days of its submission if all formalities as per terms of the contract is maintained. The final bill shall be released on completion of the work in all respect and fulfillment of all contractual obligations by the contractor.

The company reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed item, if any, of the contractor exceeds the amount of such overpayments and irrespective of the fact whether such disputed claims of the contractor are subject matter of arbitration or not. The amount of such overpayment may be recovered from subsequent bill, under the contract, failing that from contractor's claim under any other contract with the company or from contractor's security deposit or from the amount retained or the contractor shall pay the overpayment on demand. All payments shall be made against submission of GST prescribed invoice incorporating GSTI Number, SAC code and other necessary particulars.

29. 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.

30. Defective Material:

If in the opinion of the Engineer-in-Charge/Controlling Officer, any of the materials brought to the site

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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.

31. 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 which may be supplied, all instruction which may be given by the Engineer-in-charge/Controlling Officer from time to time.

32. 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.

33. 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.

34. Liquidated Damages (LD):

If the contractor fails to complete the work successfully within the time specified in the contract 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 of delay or part thereof of delay subjected to Force Majeure. 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.

35. 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 order, Letter of intent, after giving notice in writing to the contractor. If the contractor fails, after 14(fourteen) days of such notice, to proceed with the work in the 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

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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.

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

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

37. Departmental Materials:

Departmental materials shall not be issued to the contractor for the work except under special circumstances.

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

If it is obligatory under the provision of Income tax Act 1961 to deduct tax at source then the same will be deducted from the bills as applicable. The contractor is required to follow the Building and other Construction Worker's welfare Act, 1996. Registration of his establishment under section-7 of the Building and other Construction Worker's (Regulation and condition of service) Act, 1996 is to be made after the contract is awarded. 1% cess towards BOCWWC Act, 1996, will be deducted from its total amount of each bill. For this deductions certificate will be issued as per rules.

39. 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.

40. Sub-Letting of Contract:

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

41. 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

Administrative Building,
WBSEDCL, 1st Floor,
Rabindra Avenue,
Malda, WB- 742101.
E-mail: rm.malda@wbasedcl.in

Regd. Office of WBSEDCL:
VidyutBhavan,
Block-DJ, Sector – II,
Bidhannagar,
Kolkata – 700 091.
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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.

42. Liability of Accidents and Damage:

The Contractor shall be responsible for the loss, damage or depreciation of the Company's materials while in their custody and until the same is taken over by the Company. Until the completed work is taken over by the Company the contractor shall also be liable for and shall indemnify the Company in respect of all injury to person or damage to property resulting from the negligence of the contractor or his workmen or sub-contractor or from defective workmanship etc.

43. 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.

44. 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.

45. Completion of Work:

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

46. Controlling Officer:

The **Regional Manager, Malda Regional Office, WBSEDCL** shall be the Controlling Officer.

47. Technical Controlling Officer:

For Civil Works the **Assistant Engineer (Civil), Malda Regional Office, WBSEDCL** shall be the Technical-Controlling Officer.

48. Supervising Officer:

The **Junior Engineer (Civil), Malda Regional Office, WBSEDCL** shall be the Supervising Officer.

49. Nodal Officer:

The **Manager (HR &A), Regional Office, Malda, WBSEDCL** shall be the Nodal Officer.

50. Idle Labour/Machinery:

Whatever the reasons may be no claim for idle labour and machinery, additional establishment cost,

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hire and labor charges of tools & plants would be entertained by the Company, under any circumstances.

51. 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 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.

52. 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.

53. 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.

54. Fatal Accident:

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

55. 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.

56. Equipment & Machineries:

For timely completion of the work the bidder/contractor must have to deploy all necessary equipment, tools & tackles and machineries e.g. J.C.B., Hot-mix-plant, Boiler, transit mixer etc. to execute the work at a time to perform all works simultaneously as per requirement of WBSEDCL.

57. Risk Purchase:

In the event of failure of the contractor to execute the work timely and/or to the satisfaction of WEST BENGALSTATE ELECTRICITY DISTRIBUTION COMPANYLTD., the

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WBSEDCL, 1st Floor,
Rabindra Avenue,
Malda, WB- 742101.
E-mail: rm.malda@wbasedcl.in

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order/Letter of Award may be terminated prematurely and the balance work may be got done through any other agency at risk and cost of the contractor.

58. Additional Conditions of Contract:

- 1.** The work shall be inspected time to time by WBSEDCL representatives. The contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of site, WBSEDCL shall have the right to reject any work not conforming to the specification without being liable for any explanation or compensation. The authorized representative of WBSEDCL shall have the free access to the work site, contractor site and store.
- 2.** During the execution of work, if any problem arises which is not covered by the specification, the contractor shall seek necessary clarification and instruction from WBSEDCL, such instruction shall be binding on the contractor and shall be observed in full.
- 3.** The contractor shall make his own arrangement for labour, construction equipment, tools and tackles and construction materials, construction water, office/ labour accommodation, water supply, sanitation etc.
- 4.** Electricity for construction purpose, is supplied by WBSEDCL, the charge shall be borne by the contractor at the rate specified by the WBSEDCL. The contractor can't claim any compensation for any failure in such supply caused due to any reason whatsoever in case of non-availability of electricity for construction purpose from WBSEDCL. The contractor will have to arrange for the same at his own cost.
- 5.** The contractor shall strictly follow the construction safety rules, regulations, and instructions issued from time to time in absence of any particular reference the contractor shall refer to relevant Indian standard and also the State Government rules and regulations.
- 6.** The contractor shall take all precautions during execution, especially while excavating underground works, such as cables, pipe lines, drains etc. and provide all possible protection to these works and in case any materials got damaged, rebuilt them at his own cost.
- 7.** All guarantee and test certificates obtained by the contractor during the execution of work shall be transferred to the WBSEDCL before issue of final payment.
- 8.** The contractor shall provide all necessary storage at the site in specified areas for all the materials such as timber, cement, lime and such other materials which are likely to deteriorate by the action of Sun, winds, rain or other natural cause due to exposure in the open in such manner that all such materials shall be duly protected from damage by weather or any other cause. All such stores shall be cleared after completion of the work and the entire site shall be clean and free from debris. All materials shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.
- 9.** The cost of testing materials shall be borne by the contractor.
- 10.** All works are to be carried out with due regard to the convenience of the occupants of the premises or road users and with close coordination with other contractors who may be working in the area. All arrangements/ programs of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to other occupants, users and workers. The contractor must see that all damages to any property, which in the opinion of the controlling officer are due to work of the contractor, are promptly rectified as per direction and to his

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Malda, WB- 742101.
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satisfaction. The construction work must be done in such away as not to dislocate or disturb any sewerage system and other existing structures.

- 11.** It must be clearly understood that WBSEDCL is indemnified by the contractor against payment of any compensation or award on account of any accident, injuries and damages and if any such payment has to be made by WBSEDCL under order of appropriate authorities, the same shall be recovered from the contractor.
- 12.** Any services if affected by the work must be restored by the contractor on emergency basis at his own cost.
- 13.** After completion of the work, the finishes shall be of high quality and of approved standard.
- 14.** No omission or ambiguities in the drawing or in the specification will relieve the contractor from responsibility for material and completeness of the work.
- 15.** The contractor shall not off-load the contract or part thereof to any subcontractor without obtaining written permission from the controlling officer of the work. In the event of sub-letting of contract or part thereof. In the event sub-letting of contract is permitted, the fact that such permission has been accorded shall not establish any contractual relationship between approved sub-contractor and WBSEDCL of any of his liabilities and obligations under the contract.
- 16.** A complete list of execution/ deviation from the bidder's scope of work shall be clearly indicated. Similarly, if any departure, commission of substitution from stipulated specification is made. This fact should be clearly indicated in the offer with reasons. However, WBSEDCL shall have the absolute discretion to summarily reject such offers.
- 17.** WBSEDCL's representative may during progress of work, order for re-execution of part or whole of the work executed, found not in accordance with the approved drawings / specifications/ instructions. No extra claims shall be entertained for re-execution or altering or such work
- 18.** The contractor shall provide sufficient strong and stable staging as to ensure safety of the labourers and structures.
- 19.** The contractor shall dismantle and remove the staging and other temporary structures like stores, offices, labour camps etc. on completion of work, clear and clean the site where such temporary facilities were built and restore the same to original condition.
- 20.** Materials brought to the site shall not be removed from the site without the written consent of the WBSEDCL. The contractor shall submit well in advance for approval of samples, specimens as the WBSEDCL may demand from time to time. Any materials brought to the site and rejected by the WBSEDCL shall be removed by the contractor from the site of work immediately.
- 21.** All materials including reinforcing steel, cement for concrete work, sanitary, plumbing and carpentry fittings shall be procured after approval of brand and make by WBSEDCL.
- 22.** All bricks have to submerge in vats before put to use. Curing shall be done with proper care.
- 23.** The contractor has to make arrangement for temporary cover to enable civil construction works to continue if interrupted due to rains during monsoon.
- 24.** If necessary extra items beyond S.O.W are executed the unit rate shall be as per the rates of PWD, West Bengal on the date of bid opening. Those items which are not covered under PWD rates shall be based on analysis of rate as applicable, on mutual agreement.

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Malda, WB- 742101.
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- 25.** Bar chart showing all activities needs to be submitted before commencement of work.
 - 26.** Depth of the tube well, if any shall be complied with Public Health Engineering Directorate recommendations.
 - 27.** All drawings supplied with the bid documents are tentative/ for guidance only.
 - 28.** WBSEDCL shall not be liable under any circumstances for any accident/ untoward incidents, if happened during execution of works.
 - 29.** The contractor shall submit test certificate from the appropriate authority for potable of drinking water indicating presence of arsenic and other chemicals, if any.
 - 30.** If specification of any items of work is not covered in the bid documents the same shall be guided from PWD schedule of rates.
 - 31.** All dismantled departmental materials shall have to be returned to store/disposed and stacked in a place (within 200m lead) provided by the purchaser without any extra cost to WBSEDCL.
 - 32.** Mode of measurement shall be followed as described in PWDSOR, unless otherwise stated.

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SPECIAL TERMS AND CONDITIONS:

1. Statutory Compliances:

- a) Issue of Work Permit: It has to be ensured that no contract labour shall be engaged without any Work Permit to be issued by an official not below the rank of Assistant Engineer to those contract labourers having requisite license / authorization to do such work. In the work permit name of the contract labour(s) engaged shall be provided. All such work permits shall contain certification regarding compliance of requisite safety precautions in regard to such work.
- b) Each and every employee / worker engaged for the work shall be issued with Prescribed Photo Employment Card and their names shall be maintained in a separate Register. Copies of the same shall have to be submitted to this end for reference.
- c) Wages of the workmen shall have to be disbursed as per minimum wages Act vis-à-vis revised from time to time by Notification of the Labour Department, Govt. of West Bengal and reimbursement of difference of wages beyond the usual half yearly revised rate and / or at any point of time by Govt. of West Bengal shall be made subject to production of authenticated documents towards payment of the same to the labourers along with statutory compliances. Necessary wage Register for this purpose shall have to be maintained by the Contractor. Payment of wages to the workmen engaged by the Contractor should be made in presence of the authorized representative as may be specified by the Controlling Officer who shall in turn duly authenticate and sign the Payment Register.
- d) Payment of wages to each and every labour shall have to be ensured by 7th of each month against dated receipt thereof.
- e) The successful tenderer shall have to comply with the provisions of Employees Provident Fund Act and shall be liable for deduction of Provident Fund Contribution of their workmen & deposit the same with the P.F. Authorities along with equal share of Employer's contribution. Related documents authenticating deposition of PF in case of individual contract labour engaged shall have to be submitted once for the financial year (total or part, as the case maybe).
- f) The employees / workers engaged for the work shall have to be paid minimum payment of Bonus one time as per provision of the Payment of Bonus Act in each year and dated receipt of the same shall have to be submitted once in a year soon after disbursement of the same along with the monthly bill of the concerned period.

2. Acquaintance Roll:

The entrusted contractor shall have to submit copy of Acquaintance Roll in prescribed pro-forma to be supplied by WBSEDCL containing the names and details of the contract labourers, no. of days worked, amount of P.F. Subscription deducted/Employer's contribution and wages paid, dated receipt thereof of the same by each contract labourers along with the monthly bill. The payment will be made only on receipt of EPF Challan and goods and Service Tax Deposit Challan for the previous month along with wage sheet acknowledging the receipt of wages and indication of leave.

3. Risk & Coverage:

The Company (WBSEDCL) will be in no way held responsible/liable for any accident/mishap, if caused to any personnel of the agency during execution of work. The contractor shall ensure for workmen's compensation as per W.C. Act with an insurer approved by the owner and shall confirm such insurance during the contract period that any persons employed by him on the work are covered by insurance and shall produce to the concerned authority such policy or policies of insurance and receipt for payment of the current premium. If the contractor fail to effect and keep in force the insurance which he may be required to effect under the terms of the contract then and in any such case the owner may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for the purpose and from time to time deduct the amount so paid by the owner as aforesaid from any money due or which may become due to the contractor or recover the same as a debt due from the contractor.

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WBSEDCL, 1st Floor,
Rabindra Avenue,
Malda, WB- 742101.
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TECHNICAL SPECIFICATION: CIVIL WORKS

- 1. Indian Standards, Codes, Laws and Regulations:** Throughout the duration of the contract, the materials, equipment, services, design and workmanship shall conform to applicable Indian codes, standards, laws and regulations in force in India, if not otherwise specified. It is the contractor's duty to acquaint him with all available Indian codes, standards, laws and regulations related to the works in any way and he shall procure and keep at the site a copy of each of such applicable documents.
- 2. System of Units:** The IS system of units has been used throughout these specifications and this system of units shall be used consequently throughout the duration of contract for all technical or contractual purposes. The term "DAY" as used in these specifications means calendar day.
- 3. Quality of materials & General Standards of work:** The Contractor under this contract commits himself to use first class materials and assumes full responsibility for the quality of all material incorporated or brought for incorporation in the work. The work shall be executed in accordance with best engineering practice and as per direction of WBSEDCL. In all possible cases, sample approved shall be done by the Contractor from WBSEDCL before bringing in the materials in bulk at site and the approved sample shall be well preserved at site at the risk and cost of the Contractor as a ready reference. Over and above, the submission of test certificate by the manufacturer, WBSEDCL may instruct further sample testing from Govt. Laboratories/ testing houses at the risk and cost of the Contractor for submission of test reports to become eligible for payment for those particular items used at work. In all possible cases, where the warranty of manufacturers is sought for by WBSEDCL. The Contractor shall submit the cross warranty in the form and manner as directed by WBSEDCL including workmanship etc. along with the manufacturer's warranty certificate. The relevant IS and PWD specification shall have to be complied with for all possible cases. In case of any anomaly / contradiction, decision of WBSEDCL shall be final and binding on Contractor. No extra claim shall be admissible for sample testing, sample approval, testing of sample at site etc. to the Contractor and shall be considered as deemed to have been included in the rates quoted by the Contractor.
- 4. Construction Power:** Construction power may be provided by WBSEDCL, if applied for by the Contractor as per prevailing rules and regulations of WBSEDCL. However, all charges for the construction power shall have to be borne by the Contractor. The relevant clause may also be referred to GCC in this regard. Alternatively, the Contractor shall have to arrange required capacity D.G. set at his own cost, risk and responsibility to work. Necessary permission to operate DG set to be obtained from the concerned authority by the Contractor. Arrangement of DG may also be kept for exigencies or power failure.
- 5. Scaffolding:** All scaffolding and ladders required for the proper execution of the work shall be provided by the Contractor. The scaffolding should be stout and strong to prevent any collapse or displacement. Proper measure for safety of workmen working on scaffolding should be taken by the Contractor.
- 6. Measurements:** The mode of measurements, wherever possible is specifically mentioned in these documents (Clause No.-18 of General Condition of Contract), where it has not been mentioned, it shall be as per provision of the PWDSON and relevant Indian Standards IS 1200. All the measuring equipment, labour, manpower and other accessories necessary, shall be provided by the Contractor at his own risk and cost.

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- 7. Tools and Plant:** The bidder along with his bid furnish a list of tools, plant and machinery which he intends to use for the works (as per proforma, if enclosed with the bid document). The list should indicate the exact type of machine, its capacity, and year of manufacture, kind and capacity of propelling force, spare parts readily available and all other pertinent information. The Contractor is obliged to use all the machinery mentioned in his list mentioned or others as required and instructed if WBSEDCL considers it necessary.
- 8. Setting out:** The Contractor shall set out the building or other involved works after clearing the site and get the same approved by the owner. It shall be the responsibility of the Contractor to install substantial reference marks, bench marks etc. and maintain them as long as required by the owner. The Contractor shall assume the full responsibility for proper setting out, alignment, elevation and dimension of each and all parts of the work and he shall at his own expense make good any defects arising from errors in line and levels.
- 9. Access to site:** The Contractor shall at his own cost provide all approaches required for the purpose of carrying out the work in the most expeditious and efficient manner and shall remove the temporary arrangement on completion. He shall acquaint himself thoroughly regarding condition and suitability of public roads leading upto the limits of the premises and will provide vehicles for transportation of materials which meet the requirements of these road conditions. It shall also be responsibility of the Contractor to maintain at his own cost these roads till the construction is completed. The tenderer shall also acquaint himself with local laws and by laws and complying with all police and traffic requirements.
- 10. Dismantling:** The Contractor shall take out old damaged tar-felt from the roof, parapet etc. preparing the roof surfaces by removing all spoils, blisters, moss etc., all types of masonry work, all types of plain cement concrete works, stacking serviceable materials at site and removing rubbish, stripping off worn out plaster from the working site and disposal of the same beyond the compound and cleaning the site in all respect as per direction of Engineer-in-Charge; in such a manner so that to avoid any accident at his own risk & responsibilities. They will take necessary step to prevent the damage the adjacent structure or existing services. They shall repair and make good any such damage at their own expense to the satisfaction of the owner. A suitable path for men and materials around the excavated pit should be maintained throughout the work. They shall also dismantle carefully terraced floor only (including floor finish if any) or lime terracing in third floor roof and removing rubbish as directed within a lead of 75m.
- 11. Disposal of dismantled materials:** All dismantled materials like rubbish, earth etc. from the working site shall be removed and disposed of the same beyond the compound with prior written permission of WBSEDCL in an approved manner and in conformity with the Municipal /Corporation Rules for such disposal, loading into truck and cleaning the site in all respect as per direction of Engineer-in-Charge.
- 12. Plain & Reinforced Concrete:** Concrete and reinforced concrete work shall be carried out generally in conformity with the latest Indian Standards IS: 456 except for provisions indicated herein below. All work is to be carried out with utmost precision and up to date scientific know-how and the Contractor shall employ thoroughly competent staff to achieve the highest standards.
- 13. Cement:** Cement for the work shall be either of ordinary Portland Cement conforming to the latest Indian Standards IS:8112 – 1989 for 43 grade and IS:12269 -- 1987 for 53 grade or Portland Pozzolana Cement conforming to IS:1489 (Part 1) 1991-specification (fly ash based), IS:1489 (Part 2) 1991 -

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specification (Calcined clay based) or Portland Slag Cement as per IS:455 (with latest revision), as instructed & approved by the Engineer-in-Charge and/or Technical Controlling Officer for the work and of the best normal setting quality unless a quick setting quality is expressly instructed in the specifications or otherwise during the course of the work by WBSEDCL. Any field or laboratory test for cement, if asked for by WBSEDCL shall be carried out at the risk and cost of the Contractor as per provision of relevant IS codes. All bags and containers in which cement is packed shall be stored in a dry, weather-tight, properly ventilated structure with adequate provision against absorption of moisture. The Contractor shall at all times maintain for the inspection of WBSEDCL, a log book indicating the receipt of cement, brand and agent from whom obtained and the age of cement. Cement which has caked or perished by being wet or otherwise shall on no account be used on the work. Cement shall be consumed on the works in the same sequence as that of their receipt at site. Cement reclaimed from cleaning of bags or from spillage from containers or otherwise shall on no account be used. The cement is to be stacked in an orderly and accessible way to permit WBSEDCL physical verification of existing stock at all points of time. The Contractor has to ensure furnishing a copy of manufacturer batch test certificate along with every lot of supply. If so felt, WBSEDCL may instruct the Contractor for further testing of cement in Govt. laboratories/testing houses as has been detailed in the relevant clause of GCC, over and above the submission of test certificates at the risk and cost of the Contractor.

- 14. Fine aggregate:** The term fine aggregate is used to designate aggregate in which the maximum size of particles is 4.75mm. The gradation of fine aggregate shall be as given below:

Square Mesh Sieve Opening(mm)	Percentage passing (By weight)
4.75	95-100
2.36	80-100
0.6	25-60
0.3	10-30
0.15	2-10
0.075	0-3

The percentage of deleterious substance in the fine aggregate shall conform to IS: 383, except that the fine aggregate shall contain no more than 0.1% by weight of deleterious (reactive) ferrous sulphide. The total percentage of deleterious substance must not exceed 5% by weight. Fine aggregate having specific gravity of less than 2.6 shall be rejected. Fine aggregates, when subjected to soundness test with a solution of sodium sulphate, after five cycles of tests, shall not suffer a loss of weight in excess of 10 per cent. Fineness modulus shall be 2.6 ± 0.4 . Fine aggregate, upon delivery to the batching plant, shall have uniform and stable moisture content. The amount of moisture shall be less than 6% by weight, and shall not vary by more than 0.5% per hour.

- 15. Coarse Aggregate:** The term coarse aggregate is used to designate aggregate which is retained on sieve opening 4.75mm. The coarse aggregate shall be well graded and its gradation will be decided based on the laboratory tests to obtain dense mass of concrete. The gradation will be approved by the Engineer-in-Charge before production of the concrete. Coarse aggregates shall be stored separately in stockpiles or bins in such a manner to avoid intermixing of different size of aggregates. The storing shall be done in following sizes: 4.75-10 mm, 10-20 mm and 20-40 mm. The percentage of deleterious substance in the coarse aggregate shall conform to IS: 383, except that the coarse aggregate shall contain no more than 0.3% by weight of deleterious (reactive) ferrous sulphide. When subjected to following tests as specified in IS: 2386 (Part IV), the coarse aggregate shall comply with following requirements:

- Aggregate Crushing Value Less than 45%
- Aggregate Impact Value Less than 45%
- Los Angles abrasion value Less than 50%

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When subjected to sodium sulphate soundness test, coarse aggregate shall not suffer a loss of weight in excess of 12% after five cycles. Coarse aggregate shall be hard, dense, durable, uncoated rock fragments. Rock having absorption greater than 3% or specific gravity less than 2.5 shall not be used. Aggregate delivered to the batching plant shall have uniform and stable moisture content. The nominal maximum aggregate size in relation to the structure dimension shall not be larger than:

- a) 0.20 of the narrowest dimensions between the sides of forms,
- b) 0.75 of the minimum clear spacing between the reinforcing bars,
- c) 0.25 of the slab depths.

16. Aggregate Storage: Aggregates shall be stored in a manner so that each size of aggregate is stored separately in free-draining piles in a manner that reduces breakage, deterioration, contamination and segregation to a minimum. Storage arrangements shall be subject to acceptance by the Engineer-in-Charge. The Contractor shall maintain sufficient aggregate storage at the Site at all times to permit continuous placement of concrete in accordance with the contractual time schedule. The moisture content of aggregates shall be controlled as far as practicable, by wetting the stockpiles and by adequate drainage. All aggregate shall remain in a free-draining stockpile for at least 12 hours prior to use. The preparation of stockpile areas, the storage of processed aggregates and the disposal of any rejected material shall at all times be subject to the approval by the Engineer-in-Charge. Materials shall be removed from stockpiles by methods which minimize segregation and crushing. No fine aggregate from the bottom 500 mm of the stockpile shall be used for mixing concrete.

17. Water: A reliable and adequate water supply shall be installed and maintained by the Contractor for washing of aggregates, manufacturing and curing of concrete. The water shall be clean and free from harmful quantities of oil, acids, alkalis, sugar, salt, silt and other organic matters and shall conform to IS: 456. Water shall contain no more than 1,000 mg/l of sulphates (SO₄), not more than 100 mg/l of chlorides (Cl), and shall have a turbidity limit of not more than 1,000 ppm. Adequate water storage shall be provided at the batching plant to ensure smooth concrete production. Contractor shall familiarize himself with source and quality of water available. Attention is drawn to the possible requirement of settling pond and other facilities that he may be required to provide.

18. Types of Concrete, Strengths etc.: Denomination of concrete classes is based on the characteristic compressive strength (in Newton per square mm) and maximum aggregate size. The characteristic compressive strength is defined as the compressive strength of 150 mm cube as measured at 28 (twenty-eight) days. The strength shall comply with the requirements of IS: 456. The following table shows, in general, the anticipated classes of concrete required in various sections of work. The specific class of concrete to be used in each area will be shown on the Construction Drawings or designated by Engineer-in-Charge. Much before commencement of any concreting of permanent works, the Contractor shall start the testing of materials, propose the composition of concrete mixes and prepare trial mix of each of the proposed concrete class. The Contractor shall prepare the trial mixes using the cement, water, aggregates and admixtures intended for the work and which conform to the requirements specified in this Section. The contractor shall determine, in accordance with IS standards and/or ACI Manual of Concrete Practice, the mix proportions for the designated classes of concrete. The contractor shall submit the test reports to the Engineer-in-Charge for approval. This preliminary test program shall include the determination of following parameters:

- a) Cement properties,
- b) Characteristics of aggregates,
- c) Mix water properties,
- d) Admixture properties,
- e) Proportion of aggregate ranges in the mix,

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WBSEDCL, 1st Floor,
Rabindra Avenue,
Malda, WB- 742101.
E-mail: rm.malda@wbasedcl.in

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- f) Proportion of uncrushed to crushed aggregates,
- g) Cement content,
- h) Water-cement ratio(W/C),
- i) Workability of concrete mixes,
- j) Compressive and tensile strength,
- k) Entrained air,
- l) Density,
- m) Water-tightness.

19. Curing & Protection of Concrete: Plant for curing and protection of concrete shall be available at the location of each concrete placement before concrete placement is started. The water used for curing shall meet the requirements for water used for mixing concrete. The curing water temperature shall not exceed 25°C. Exposed surface of concrete which have been finished as specified shall be protected from the direct rays of the sun for at least 2 days after placing. Freshly placed concrete shall be protected from rainfall. Exposed surfaces shall be kept moist or the moisture in the concrete shall be prevented from evaporating for at least 14 days after placing by means of continuous sprinkling or spraying with water, or by other methods approved by the Engineer-in-Charge. Care shall be taken not to disturb the steel reinforcement projecting from any placement for at least 24 hours after the completion of such placement. The Contractor shall not move any load on concrete surfaces which in the opinion of the Engineer-in-Charge have not attained sufficient strength. In case loads are required to be moved, the Engineer-in-Charge may permit Contractor to do so on condition that Contractor provides the means for protecting the concrete surface subject to approval of the Engineer-in-Charge. The Engineer-in-Charge may permit the use of curing by means of membrane forming compounds. Sealing compounds proposed by the Contractor will be subject to sampling and testing and will have to be approved by the Engineer-in-Charge. Curing compounds shall be applied according to the manufacturer's recommendations to provide a continuous uniform membrane over all area. Curing compounds shall be applied only after moist curing has been carried out for at least 24 hours.

20. Tests for determination of strength of Reinforced concrete: As will be apparent from the Bill of Quantities, the strength of concrete specified is the criterion and the Contractor shall make every effort to obtain the specified strengths by good quality control. In case of concrete which does not obtain the specified strength at 28 days, such work shall be demolished and reconstructed to obtain the requisite strengths all as directed by WBSEDCL. To determine whether concrete in any particular part of the work is of the requisite strength or not, test cubes (works test cubes) shall be made from samples collected from the concrete being poured for the particular part and determined as per acceptance criteria detailed hereinafter. The salient features for the collection of samples are as follows-

- a. Quantum of cubes and testing:** The decision of WBSEDCL in this regard shall be final and binding. Cube testing shall be done at site regularly and at least 20% of this testing shall be carried out in the reputed laboratory (as approved by the Owner) as defined in the relevant clause of GCC. Testing machine with valid calibration certificate to be kept at site for crushing of cubes. The testing shall be duly witnessed and approved by WBSEDCL.
- b.** All costs to carry out tests at field as well laboratory shall be borne by the Contractor.
- c.** The size of cubes to be prepared and tested shall be 15 x 15 x 15 cm. (6" x 6" x 6").
- d.** The minimum number of cubes to be collected from each sample as detailed below shall be six. Three cubes each are intended for testing at 7 and 28 days respectively and determining the strength.
- e.** Cubes tested at 7 days should give strength of not less than 70% of the corresponding strength at 28 days. It shall however be expressly understood that the test results at 28 days only shall govern

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and the 7 days tests are intended to obtain a fair idea only.

- f. Relevant IS codes including IS: 456 (latest revision) shall be followed by the Contractor. All costs for sampling and field as well as laboratory testing shall be borne by the Contractor.

21. Tor Steel Reinforcement:-TMT bar for reinforcement shall be of tested quality and shall conform to the relevant Indian Standards (IS: 1786). Reinforcement shall be fabricated to shapes and dimensions shown on the drawing and shall be placed where indicated on the drawings or required to carry out the intent of drawing and specifications or as directed by WBSEDCL. Before placing, reinforcement shall be thoroughly cleaned of loose rust, coating etc. This would result in reducing or destroying the bend. Oiling the bars to clean them is strictly prohibited. Bending, straightening, cutting etc. operations shall be carried out in a manner not injurious to the material. List of manufacturers for reinforcement shall be as per BOQ and/or as per PWDSOR (Latest amendment) and/or list given in the technical specification of the “Bid Document” and finally, as instructed in writing by WBSEDCL. All reinforcement shall be bent cold. Unless otherwise directed, reinforcement shall not be spliced at points of maximum stresses. WBSEDCL shall be informed well in advance before such splicing is taken up. Laps and splicing shall conform to the latest Indian Standards. Reinforcement shall be accurately tied at all intersections and laps with 16 SWG soft drawn binding wire, such that the reinforcement will give a rigid structure. Binding wire will not be measured or accounted for separately. The Contractor's rate for reinforcement will be measured and paid for according to bending lists without allowances for cutting, wastages, binding wire etc. Authorized laps, hooks, chairs, spacers etc. shall, however be accounted for. In case, the Contractor or WBSEDCL desires to resort to welding, there shall however be made as if the laps have been provided and no extra claim whatsoever shall be admissible on this account. The relevant IS code and schedule of specification shall be followed and applicable for the case also. Reinforcement shall be assembled in place with proper concrete cover blocks to suit various covers as required. The Contractor has to ensure furnishing of manufacturer certificate with every lot of supply. If felt necessary, WBSEDCL may ask for testing of reinforcement sample, over and above, submission of manufacturer's certificate, in Govt. laboratories/ testing houses as detailed in the relevant clause of GCC, at the risk and cost of the Contractor.

22. Brick Masonry & Plastering: Brick shall be soaked in clear water for at least six hours in a vat before use. Bricks shall be laid in English bond unless specified otherwise. No half or quarter brick shall be used except as closers. Brick shall be accurately raised to plumb. Brick work shall be raised uniformly all round and no part shall be raised more than 1metre above another at any time, and the work shall be properly toothed and racked back. In case of 125 mm thick brick walls, wire mesh shall be provided in every third course as per relevant specification and as instructed by WBSEDCL. The wire mesh shall be properly bedded in mortar, as directed. Joints in brick work shall not be more than 10 mm. thick. Brick work shall not be raised more than 10 courses a day. The work shall be kept watered thrice a day for 10 days and afterwards twice a day for 3 weeks. All joints shall be thoroughly flushed with mortar at every course. Care shall be taken to see that bricks are properly bedded and all vertical joints completely filled to the full depth. The jointed of brick work shall be raised out to a depth not less than 10mm. as the work proceeds. The surface of brick work shall be cleaned down and watered properly before the mortar sets. Plastering work in general shall proceed from top to bottom. An entire unobstructed area shall be plastered in one operation. The surface to be plastered shall be thoroughly cleaned, watered and roughened to provide key. Joints in brick work shall be raked out and cleaned. The surface shall be watered and well wetted for at least 24 hours before the commencement of work. The entire plastered work shall be truly vertical and to proper lines and levels. All exposed angles shall be carefully flushed to provide neat and even surface. Any work that does not conform to approved samples or is not to the

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satisfaction of WBSEDCL shall be rejected and the Contractor shall be liable to redo the work at his own cost. Cement sand plaster will be used. Sand will be coarse or fine (Zone-III). Where waterproofing compound is specified to be provided in mortar for plaster, approved integral waterproofing compounds shall be used. These shall be used and plastering work shall be carried out strictly as per manufacturer's recommendations.

23. Timber: The timber used for structural purposes shall conform to IS:883.

24. Form work: All materials shall comply with the requirements of IRC: 87. Materials and components used for formwork shall be examined for damage or excessive, deterioration before use/re-use and shall be used only if found suitable after necessary repairs. In case of timber formwork, the inspection shall not only cover physical damages but also signs of attacks by decay, rot or insect attack or the development of splits. Forms shall be constructed with metal or timber. The metal used for forms shall be of such thickness that the forms remain true to shape. All bolts should be countersunk. The use of approved internal steel ties or steel or plastic spacers shall be permitted. Structural steel tubes used as support for forms shall have a minimum wall thickness of 4 mm. Other materials conforming to the requirements of IRC: 87 may also be used if approved by the Engineer.



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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 “Vidyut Bhaban” , 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
.....

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. date referred to above.

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

-----date 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

1).....

Witness

2).....

Witness

Company

1).....

Witness

2).....

Witness



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ANNEXURE-B

SPECIMEN COPY OF INDEMNITY BOND

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

BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on this Day of.....,20.....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 Bidyut Bhavan, Block-DJ, Sector-II, Salt Lake City, Kolkata-700091 (hereinafter called as OBLIGEE, which expression shall mean and include it’s legal representative, administrators assigns).

WHEREAS OBLIGOR/OBLIGORS has /have been awarded to execute the job/works under letter no.....Dated.....issued by the OBLIGEE after having observing necessary formalities the details of which is described in the schedule given here under 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. 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



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Malda, WB- 742101.
E-mail: rm.malda@wbasedcl.in

Regd. Office of WBSEDCL:
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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 herein above 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/OBLIGATOR.

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 herein above, 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/OBLIGOR

Signature of WITNESS

1. Name,
Designation
Signature
2. Name,
Designation
Signature



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ANNEXURE-C

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(The non-Judicial stamp paper of Rs.100.00 should be in the name of issuing bank)

Ref:.....

Bank Guarantee No.....

Date.....

To
The Regional Manager,
Regional Office, Malda
West Bengal State Electricity Distribution Co. Ltd.
Malda

Dear Sirs,

In consideration of West Bengal State Electricity Distribution Company Limited (herein after referred to as the “Owner” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/S with registered/Head office at..... (herein after referred to as “Contractor” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract issued by Owner’s Letter of Award No..... Dated..... for.....(scope of work) and the same having been acknowledged by the Contractor, resulting in a Contract bearing No.....Dated.....Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs..... being (10%)(Ten Percent) of the said value of the Contract to the Owner.

We (Name & Address) having its Head Office at(hereinafter referred to as the “Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any or all monies payable by the Contractor to the extent of Rs.....as aforesaid at any time upto.....* (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to this Contractor.

Any such demand made by the Owner on the bank shall be conclusive and binding not withstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee from time to time to extend the time for performance or the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or any right which they might have against the contractor and to exercise the same at any time in any manner and either to enforce or to for bear to enforce any covenants, contained or implied in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the



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Part of the Owner or any other indulgences shown by the Owner or by any other matter or things whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as principal debtor, in the first instance without proceedings against the Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.....and it shall remain in force upto and including.....**(day/month/year) and shall be extended from time to time for such period may be desired M/S on whose behalf this guarantee has been given unless a demand or claim is lodged on us within and including *(day/month/year) we shall be discharged from all liabilities thereafter.

Dated this..... day
of.....20.....at.....

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Official Address)

Attorney as Power of Attorney No.....

Date.....

- **Till 3 (Three) months after the validity of the Bank Guarantee.**
- **Upto 3(Three) months after the expiry of warranty/guarantee period.**

Notes :-

1. The Stamp Paper of appropriate value shall be purchased in the name of issuing Bank.
2. The sum shall be 10% (Ten Percent) of the Contract Price.

*The Performance Bank Guarantee /Security Deposit Bank Guarantee shall be valid as per terms of contract.
A period of 3(Three) months should be added as claimed period from the last date of validity of the Bank Guarantee.*



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ANNEXURE-C

FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To,

WHEREAS _____ (Name and Address of the Contractor)(hereafter called “the Contractor”)has under taken, in pursuance of Contract No. _____ Dated _____ to execute _____ and brief Description of Works (hereinafter called "the Contract").
(name of Contract)

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Scheduled Commercial Bank for the sum specified therein for 'ADDITIONAL PERFORMANCE SECURITY DEPOSIT' for compliance with his obligation in accordance with the Contract.

NOW THERE FORE we _____ (indicate the name of the bank & branch) have agreed to give the Contractor such a Bank Guarantee.

NOW THERE FORE we _____ (indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, upto a total of Rs. _____ (amount of guarantee) _____ (in words). We undertake to pay you, upon your first written demand and without cavil of argument, a sum within the limits of _____ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
We _____ (indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.
We _____ (indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal _____ the present absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

We _____ (indicate the name of the bank and branch) further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification We _____ (indicate the name of the



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bank and branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This Guarantee shall be valid upto _____ it come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee. Not with standing anything mentioned above our liability against this guarantee is restricted to Rs. _____ (Rupees _____) and unless a claim in writing is lodged with us within the validity period i.e. upto _____ of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this day ____ of _____ 2021 _____ at _____.

SIGNED, SEALED AND DELIVERED
For and on behalf of the BANK

by:

(Signature) (Name)

(Designation) (Code Number) (Address)

NOTES:

1. The bank guarantee should contain the name designation and code number of the officer(s) signing the guarantee.
2. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.



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Malda, WB- 742101.
E-mail: rm.malda@wbasedcl.in

Regd. Office of WBSEDCL:
VidyutBhavan,
Block-DJ, Sector – II,
Bidhannagar,
Kolkata – 700 091.
Website-www.wbasedcl.in

CIN: U40109WB2007SGC113473
