WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

(WBSEDCL)

(A Government of West Bengal Enterprise)

Notice Inviting e-Tender

For

"Repairing of the bituminous road surface, drainage and other allied works of the Link Road (3.145 km) from Gobindpur to Bareria More under PPSP, Bagmundi, Purulia-723152"

NIeT No. : PPSP/e-Ten/124/C/26-27/NIT-12/227 Dated 07/10 /2026

WBSEDCL

CHIEF ENGINEER & PROJECT MANAGER
PURULIA PUMPED STORAGE PROJECT
5TH FLOOR, BLOCK - A, VIDYUT BHAVAN, KOLKATA - 700091
WEST BENGAL, INDIA

Office of the C.E. & Project Manager P.P.S.P. W.B.S.E.D.C.L., Vidyut Bhavan

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
(WBSEDCL)

(A Government of West Bengal Enterprise)

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SECTION-I

NOTICE INVITING E-TENDER

Office of the C.E & Project Manager * W.B.S.E.D.C.L., Vidyut Bhavan * P.P.S.P.

NOTICE INVITING E-TENDER

NIT No.: PPSP/e-Ten/124/C/26-27/NIT-12/227 DATED: 07/10/2026

The Chief Engineer & Project Manager, Purulia Pumped Storage Project (PPSP), WBSEDCL invites online Percentage Rate e-Tender from bonafide, experienced, resourceful and technically sound Contractors who fulfill the eligibility criteria detailed in this NIeT Document.

Sl.	Name of the work	Estimated cost (without GST)	Earnest money	Total Completion Time	Name of the concerned Office
1	"Repairing of the bituminous road surface, drainage and other allied works of the Link Road (3.145 km) from Gobindpur to Bareria More under PPSP, Bagmundi, Purulia-723152"	**₹1,66,15,383.00** (Rupees One Crore Sixty-Six Lakh Fifteen Thousand Three Hundred Eighty-Three only)	**₹ 3,32,308.00** (Rupees Three Lakh Thirty Two Thousand Three Hundred and Eight Only)	**5 (Five) months** (from date of handing over of site)	The Chief Engineer & Project Manager, Purulia Pumped Storage Project (PPSP), WBSEDCL, Vidyut Bhavan, 5th Floor, A-Block, Bidhannagar, Kolkata - 700091

1. Intending bidder should download the tender documents from the website http://www.wbtenders.gov.in directly with the help of Digital Signature Certificate. Earnest Money Deposit (EMD) in e-tendering process will be collected and refunded in online mode via dedicated bank account maintained at corporate level instead of depositing DD/Pay Order to the tender inviting authority. (Details of which has been narrated in Section-II).

2. Both **Techno-Commercial Bid** and **Financial Bid** are to be submitted concurrently duly digitally signed by the bidder through the website http://www.wbtenders.gov.in. (Details of which has been narrated in Section-II) as per Schedule stated in Sl. No. 8.

3. **ELIGIBILITY CRITERIA FOR PARTICIPATION IN TENDER:**

The pre-qualification 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 and should have financial capacity as mentioned hereunder.

The bidder shall satisfactorily meet the following qualifying criteria: -

3.1 TECHNICAL CRITERIA:

All categories of intending bidders should have satisfactorily completed similar nature of works during last 7 (seven) years from the tender publishing day under the authority of State/Central Government, State/Central Government Undertakings, Statutory Bodies constituted under the statute of Central/State Government. The criteria for similar completed works will be as follows:

(a) Three (03) similar completed works each costing not less than 40% of the total estimated cost in a single contract,

OR

(b) Two similar (02) completed works each costing not less than 50% of the total estimated cost in a single contract,

OR

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(c) One (01) similar completed work costing not less than 80% of the total estimated cost in a single contract. For evaluation of credentials, the value of completed work executed, excluding GST, shall be considered. The estimated cost is given above.

'Similar" work means construction/repair/renovation/strengthening of bituminous road executed under a single contract

Satisfactory completion certificate indicating ordered amount, executed amount and date of completion of the work and detailed communication address along with contact number and e-Mail Id. 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 a valid credential. The bidder is to upload the LOA or work order or P.O. 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.

3.2 COMMERCIAL CRITERIA:

a) TURNOVER

Average annual turnover of the bidder during last three (3) financial years i.e. **2025-26, 2024-25, 2023-24** shall not be less than 30% of the estimated cost (without GST).

b) WORKING CAPITAL

(i) Working capital in the year preceding the year of bid submission i.e. **FY 2025-26** shall not be less than 30% of the estimated cost (without GST).

(ii) In case documents certifying credit facility from a scheduled bank is submitted, the requirement given in 3.2 (b) (i) shall be judged by adding available credit facility and working capital taken together.

(iii) Annual audited financial statement for last three financial years i.e. **2025-26, 2024-25, 2023-24** to be submitted for verification in respect of bidder for whom audit of accounts is mandatory. For those whose audit of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA/3CB) for last five years if applicable.

3.3 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):-

(a) Professional Tax payment certificate along with payment challan for the last six months,
(b) E.P.F. Registration certificate / number,
(c) GST Registration certificate (GSTIN),
(d) Employees' State Insurance (ESI) registration certificate,
(e) PAN Card,
(f) Income Tax Return Acknowledgement for the last three Assessment Years
(g) Valid up-to-date Trade License in respect of the prospective bidder, registration certificate of firms/entities- Proprietorship Firm (Valid Trade License), Partnership Firm (Valid Partnership Deed, Valid Trade License), Limited Company (Incorporation certificate i.e., M.O.A. & A.O.A., Valid Trade License), Co-operative Society (Society Registration copy, Valid Trade License).

4. The **FINANCIAL OFFER** of the prospective bidder will be considered only if the **TECHNO-COMMERCIAL BID** of the bidder is found qualified by WBSEDCL. The decision of WBSEDCL will be final and absolute in this respect. The list of Qualified Bidders of Techno-Commercial Bid will be displayed in the website.

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

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

7. 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 validity period of bid, the bid will be cancelled with forfeiture of earnest money deposit (EMD).

8. **Date and Time Schedule:**

Sl. No.	Particulars	Date & Time
1	Publishing of NIT	**08.10.2026 at 10:00 Hrs**
2	Documents Download Start Date	**08.10.2026 at 11:00 Hrs**
3	Start of Online Clarification	**08.10.2026 at 12:00 Hrs**
4	End of Online Clarification	**26.10.2026 at 12:00 Hrs**
6	Pre-Bid Meeting	**28.10.2026 at 11:00 Hrs**
7	Bid Submission Start Date	**30.10.2026 at 11:00 Hrs**
8	Bid Submission end date	**23.11.2026 at 11:00 Hrs**
9	Technical Bid opening date	**25.11.2026 at 15:00 Hrs**
10	Financial Bid opening Date (Online)	**To be intimated later**

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

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

11. **Cancellation of Tender:** The WBSEDCL also reserves the right to cancel the Tender due to unavoidable circumstances and no claim in this respect will be entertained.

12. **Dis-qualification of Bidders:** Any canvassing in connection with the tender is strictly prohibited in the tender submitted by the Bidder. 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 will not be allowed to participate in the tender and that application will be rejected as per the norms. The eligibility of a Bidder will be ascertained on the basis of the documents submitted by the Bidder in support of eligibility criteria. If any document submitted by a Bidder is found incorrect /manufactured / fabricated or false at any stage, his Tender will be out rightly rejected and legal action will be taken against him as deemed fit as per the rule of land.

13. **Rejection of Bid:** 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. No conditional bid and/or incomplete bid will be accepted under any circumstance.

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14. **Amendment of the Bid Documents:** The tender inviting authority reserves the right to modify, amend or supplement the tender document. Any corrigendum, notification concerning this tender will be published in the e-tender portal https://wbtenders.gov.in and it will be treated as part and parcel of the tender. The bidders are, therefore, advised to follow the website for such corrigendum, notification etc.

15. The participating bidders may please note that the successful bidder shall have to execute and submit a Contract Agreement and an Indemnity Bond in the prescribed format before commencement of the work.

16. 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 in this respect has to be furnished by the prospective bidder in prescribed format under Annexure-IV.

17.Other information as well as terms and conditions, which are not covered above, will be made available in respective sections of the tender documents.

18. **Official Communication:** All the important correspondence must be done through declared authorized email id with original scanned copy of documents/letter in company's letter head/pad. However hard copies should be submitted in the office through post/by hand. Any further information related to this tender may be available from the following office: Office of the Chief Engineer & Project Manager, PPSP HQ,
WBSEDCL, Vidyut Bhavan, 5th Floor, A-Block, Bidhannagar, Kolkata - 700091. Contact No.+919230962504

07/10/26

Chief Engineer & Project Manager
Purulia Pumped Storage Project
WBSEDCL

Office of the C.E & Project Manager * P.P.S.P. * W.B.S.E.D.C.L., Vidyut Bhavan

SECTION-II

INSTRUCTION TO BIDDERS

Office of the C.E. & Project Manager
P.P.S.P.
W.B.S.E.D.C.L. Vidyut Bhavan

INSTRUCTION TO BIDDERS

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ITB 1. GENERAL GUIDANCE FOR E-TENDERING:

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

ITB 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 on to 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.

ITB 3. DIGITAL SIGNATURE CERTIFICATE (DSC):

Each contractor is required to obtain a 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.

ITB 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.

ITB 5. SUBMISSION OF TENDERS:

General process of submission: Tenders are to be submitted online to the website http://www.wbtenders.gov.in in two folders at a time, one in Techno-commercial Proposal & the other in Financial Proposal before the prescribed date & time as per schedule stated in 'Sl. no. 8' of 'Section-I' 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).

ITB 5.1. Techno-Commercial proposal

A-1. Statutory Cover:

a) **To be submitted in "NIT" folder**
(i) Notice Inviting e-Tender (NIT)
(ii) Addenda/Corrigenda: if published.

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.

b) **To be submitted in "Annexure/Forms" folder**
i. Letter of Bid (Annexure-I)
ii. Proforma of 'Letter of Undertaking' (Annexure-II)
iii. Bid Proposal (Annexure-III)
iv. Declaration of Not Being Blacklisted/Debarred/Put on Holiday List (Annexure-IV)
v. Declaration Regarding No Litigation Against WBSEDCL (Annexure-V)
vi. Proforma for 'Contract Agreement' (Annexure –VI) – For successful bidder only
vii. Specimen copy of 'Indemnity Bond' (Annexure –VII) - For successful bidder only

c) To be submitted in "Drawings" folder
Downloaded copies duly signed by the bidders of all Drawings (if applicable) so published along with the NIT are to be uploaded duly digitally signed in "Drawings" folder.
(Only downloaded copies of the above documents are to be uploaded duly digitally signed)

A-2. Non statutory cover containing -

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a) Professional Tax Payment Certificate,
b) Professional Tax deposit challans for last six months,
c) E.P.F. Registration certificate,
d) GST Registration certificate,
e) GSTIN,
f) Pan Card
g) Up-to-date Trade License.
h) Audited Annual Financial Statement for last three (03) Financial Years, i.e. 2025-26, 2024-25, 2023-24 with Income Tax return for the last three (03) Assessment Years i.e. 2026-27,2025-26, 2024-25
i) Annual turnover of the bidder during last three Financial Years i.e. 2025-26, 2024-25, 2023-24. The prospective bidder needs to submit valid copies of audited financial statement appointed under Companies Act, 2013 or certificate of Tax Auditor as the case may be in this regard.
j) Registration Certificate under Company Act (If any).
k) Registered Deed of partnership Firm/ Clause of Association & Memorandum.
l) Power of Attorney (For Partnership Firm/ Private Limited Company, if any).
m) Current Year no objection Certificate issued by the Assistant Register of Co-Op(S) (ARCS).
n) Valid by laws are to be submitted by the Registered labour Co-Op(S), Engineers' Co. - Opt. (S).
o) Credential of similar nature of works under State/Central Government, State/Central Government undertaking, Statutory Bodies constituted under the statute of Central/State Government of value not less than that stipulated in 3.1 of Section-I. Scanned copy of Work Order and completion certificate, as stated in 3.1 of Section-I.
p) ESI Registration Certificate

Process

'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 'Statutory Documents'.

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

Sl. No.	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES	1. Professional Tax Payment Certificate 2. Professional Tax deposit challans for last six months 3. E.P.F. Registration certificate. 4. GST Registration certificate, 4. Pan Card 5. Up-to-date Trade License. 6. Documents regarding Audited Annual Financial Statement or ITR as the case may be. 7. Documents regarding Annual turnover. 8. ESI Registration Certificate
B.	Company Profile.	Company Details – I	1. Registration Certificate under Company Act (If any). 2. Registered Deed of partnership Firm/ Clause of Association & Memorandum. 3. Power of Attorney (For Partnership Firm/ Private Limited Company, if any). 4. Current Year no objection Certificate issued by the Assistant Register of Co-Op(S) (ARCS). 5. Valid bye laws are to be submitted by the Registered labour Co-Op(S), Engineers' Co. - Opt. (S).
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.3.1 of Section: I)

ITB 5.2 FINANCIAL PROPOSAL:

The financial proposal should contain the Bill of Quantities (BOQ) (in excel format) in one cover (folder). The bidder has to quote his rate in INR **(Indian Rupees only)** online through computer in the space marked for quoting rates on "**Percentage Excess/Less/At par (0.00 %)**" basis in the BOQ.

(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 (as stated in -1 and A-2 under ITB 5.1) documents will render the tender liable to summarily rejected.***

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ITB 6. PARTIES WHO MAY BID:

a) 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 (LCB).

b) All materials to be supplied and services to be rendered under this contract shall be accepted from bidders fulfilling the eligibility/capability criteria.

c) A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of the firm. 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.

ITB 7. RESPONSIBILITIES OF BIDDERS:

a) WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interruption or deductions the bidder may derive from the data furnished by WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.

b) It shall be the responsibility of the bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this contract including in particular all factors that may affect the cost, duration and execution of the works. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid.

c) Claim, whatsoever, including those for financial adjustment to the contract awarded under these specifications and documents will not be entertained by the purchaser. Neither any change in time schedule of contract nor any financial adjustments arising thereof shall be permitted by WBSEDCL, which are based on the back of such clear information of its effect on the cost of the contract to the bidder.

d) The bidder is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, specifications and drawings in the bidding document. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.

ITB 8. 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.

ITB 9. 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.

ITB 10. CLARIFICATION OF BIDDING DOCUMENT:

If any discrepancy, ambiguity or obscurity is noticed in any Clause of the Bid Document, or if an intending bidder has any query or requires any clarification, the bidder shall submit the same through the e-Tender Portal within the date and time specified at Sl. No. 8 of Section-I. Alternatively, the bidder may submit the query in writing to WBSEDCL, addressed to the Office of the Chief Engineer & Project Manager, Purulia Pumped Storage Project, WBSEDCL, Vidyut Bhavan, 5th Floor, A-Block, Bidhannagar, Block-DJ, Sector-II, Kolkata–700091, West Bengal, India, Ph. No.: +91 9230962504, e-mail: ppsphq@wbsedcl.in, within the date and time specified at Sl. No. 8 of Section-I .

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Any clarification issued by WBSEDCL in response to such queries shall be final and binding on the bidder(s).

ITB 11. AMENDMENT OF BIDDING DOCUMENTS:

a) At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing amendments. Any such amendment shall be part of the bidding document.

b) Such amendment(s) will be published on the same website mentioned above. 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.

ITB 12. BID PRICES:

a) The bidder shall quote his price in appropriate format in percentage excess/At par/less the estimated price.

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

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

ITB 13. VALIDITY OF BID:

a) The offer against the tender should remain valid for a minimum period of 180 days from the date of opening of Financial Bid.

b) Prior to the expiry of the original validity period WBSEDCL may request extension in the period of validity for a maximum period 90 (Ninety) days.

c) Bidders agreeing to the request will not be required nor permitted to modify their respective bids, but will be required to extend the validity or their bid securities correspondingly. The provisions of Clause no. 14 regarding refund and forfeiture of bid security/guarantee shall continue to apply during the extended period of bid validity.

ITB 14. BID GUARANTEE/EARNEST MONEY DEPOSIT:

a. A bidder desirous of taking part in a tender invited by offices of WBSEDCL shall login to the e-Procurement portal of Government of west Bengal https://wbtenders.gov.in using his login Id and password.

b. The bidder shall select the tender to bid and initiate payment of EMD amounting to **₹3,32,308/- (Rupees Three Lakh Thirty-Two Thousand Three Hundred and Eight Only).** Following payment options are available for paying EMD amount through online mode:

i. **Net-banking** through Payment Gateway.

ii. **RTGS/NEFT Payment:** On selection of RTGS/ NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the 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.

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

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

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

ITB 15. PRE-BID MEETING:

a. The Pre-bid meeting will be held as per Date & Time Schedule mentioned in Sl. no. 8 of Section-I at the Office of the Chief Engineer & Project Manager, PPSP HQ, WBSEDCL, Vidyut Bhavan, 5th Floor, A-Block, Bidhannagar, Kolkata - 700091, in which all the bidders willing to participate in the tender are requested to be present.

b. If there be any discrepancy or obscurity in the meaning of any Clause of the bid document or if there be any query of the intending bidders, the bidders may submit their queries to the tendering authority before the specified date. Any change in date shall be intimated through https://wbtenders.gov.in website.

c. The clarification given in the pre-bid discussion shall be final and binding on the bidder, being a part of the original Bid Documents.

d. Pre-bid proceeding shall be circulated through https://wbtenders.gov.in website.

ITB 16. OPENING OF TECHNICAL PROPOSAL/BID:

a) Technical proposals will be opened by the authorized Tender Committee of WBSEDCL from the web site stated using their Digital Signature Certificate.

b) 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.

c) Thereafter, decrypted (transformed in to readable formats) documents of the non-statutory cover will be downloaded and opened by the authorized Tender Committee of WBSEDCL.

d) Uploading of summary list of technically qualified tenderers:

i. Pursuant to scrutiny & decision of the authorized representatives of WBSEDCL the summary list of eligible tenderers & 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 tenderer & seek clarification / information or tenderer/s may be asked for producing original hard copy/s of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

ITB 17. TECHNO-COMMERCIAL EVALUATION OF BID:

a) The Bid Guarantee will be examined first. The mode and amount of deposit must be in conformity with requirements set forth in Clause no. ITB.14, failing which the bid is liable for rejection without opening any other covers.

b) Only those bids meeting the requirements of previous step will be examined and assessed. While evaluating the bids, the Tender Inviting Authority (authorized representative of WBSEDCL) may summon the bidders and seek clarification/information or additional documents or original hard copy of any of the documents already submitted and if these cannot be produced within the stipulated timeframe, their proposals will liable to be rejected. Bids, which do not fulfill Techno-Commercial criteria as stated in Clause no. ITB 5.1 of section-II and in sl. no. 3 of section-I will not be considered for technical evaluation. No clarification will be asked from the bidder in this regard.

c) After scrutiny of technical bids, summary of the bidders whose offers found eligible for financial bid opening will be uploaded in the e-tender web portal. Date of opening of the financial bid will be intimated to the techno-commercially qualified bidders.

ITB 18. OPENING OF FINANCIAL BID:

a) Financial proposals of the bidders, declared techno-commercially eligible, will be opened electronically by the authorized Tender Committee 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 timeframe.

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.

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

ITB 19. PROCESS TO BE CONFIDENTIAL:

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

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

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

ITB 20. EVALUATION AND COMPARISON OF BIDS:

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

b) Evaluation of bid will include and will take into account:

(i) Cost of construction/erection including taxes & duties etc.
(ii) WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive.
(iii) The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.
(iv) 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.
(v) Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

ITB 21. RIGHT TO ACCEPT OR REJECT ANY OR ALL OFFERS:

WBSEDCL reserves the right to accept or reject any bid and to cancel 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.

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.

ITB 22. TIME SCHEDULE:

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

ITB 23. TAXES, DUTIES, ROYALTY, CESS AND OTHER LEVIES:

a) The contractor shall be solely responsible for the taxes that may be levied on the contractor's persons or on earnings of any Office employee and shall hold the purchaser indemnified and harmless against any claims that may be made against the purchaser. The WBSEDCL 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 WBSEDCL.
b) All other taxes/duties/levies/cess (excluding GST) payable by the bidder shall be included in the bid price and no claim on this behalf will be entertained by WBSEDCL.
c) GST at specified rate shall be payable / allowable over & above the contract price to the selected bidder having GST registration, GSTIN.
d) STDS under GST will be deducted as per laws.
e) BOCWCESS to be applicable as per laws.
f) The contractor shall deposit Government Royalty and obtain necessary permit for supply of the sand, stone chips, red bajri, sand stone, river bed materials etc. from local authorities, if those are directly procured from quarry sites. In case materials are procured from secondary sources, certificates of quarry owners to the effect of payment of royalties and Cess would have to be furnished. In absence of such certificates towards payment of Royalties and Cess such components shall be deducted from the contractor's bills at prescribed rates and deposited through 'GRIPS' portal or otherwise, in the designated Government Treasuries/PAO.
g) If pursuant to or under any law, notification or order, any Royalty, Cess or the like becomes payable by the implementing Department and does not at any time become payable by the contractor to the State Government/Local appropriate authorities in respect of any material used by the contractor in the works then in such a case, it shall be lawful to the Department and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

ITB 24. LAWS GOVERNING CONTRACT:

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

ITB 25. LANGUAGE AND MEASURES:

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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.

ITB 26. SITE VISIT:

The bidders are strongly advised to visit and examine the sites of work and their surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and submission of offer. The cost of visiting the sites shall be borne by the bidder. WBSEDCL may assist interested bidders to see and inspect the sites of work whenever and wherever possible.

ITB 27. 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, WBSEDCL defines for the purpose of this provision, the terms set forth below as follows:

a) **"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

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

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

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

ITB 28. INSURANCE:

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

ITB 29. PENALTY FOR SUPPRESSION / DISTORTION OF FACTS:

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

ITB 30. 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.

ITB 31. 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 'Annexure-IV of Annexure section' of the tender document is to be submitted by the bidders.

ITB 32. TIE BID:

In the event of a tie among the lowest evaluated (L1) bidders, the following procedure shall be adopted:

1. Keeping the discovered L1 rate as the ceiling, all the tied L1 bidders shall be invited to submit sealed revised price bids offering further discount. No bidder shall be permitted to quote a rate higher than the discovered L1 rate.
2. The bidder quoting the lowest revised price shall be declared as the successful bidder (L1).
3. In the event that none of the tied L1 bidders offers any further reduction in price, or if the tie persists even after submission of the revised price bids, the bidder having the highest credential based on the value of a single completed work of similar nature executed during the last three (3) years shall be considered for award of the Contract, subject to fulfilment of all other terms and conditions of the Tender Document.
4. The decision of WBSEDCL in this regard shall be final and binding on all the bidders, and no claim or dispute arising out of the tie-breaking process shall be entertained.

ITB 33. AWARD OF CONTRACT:

The bidder who's Bid would be accepted will be notified by the authorized official through acceptance letter/Letter of award. The notification of award will constitute the formation of the Contract.
The Agreement as per enclosed format in G.C.C. will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents. The final order/LOA will be uploaded through https://wbtenders.gov.in website.

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SECTION-III

GENARAL TERMS AND CONDITIONS OF CONTRACT

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GCC 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.

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

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

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

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

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

Month shall mean calendar month.

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

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

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

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

GCC 2. SCOPE OF WORK:

Scope of work includes "Repairing of the bituminous road surface, drainage and other allied works of the Link Road (3.145 km) from Gobindpur to Bareria More under PPSP, Bagmundi, Purulia-723152". The proposed work comprises of Construction/Repair/Renovation 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 item of work has been elaborated in the BOQ which is uploaded as a separate file in the e-tender portal which is also part of the Tender document.**

GCC 3.SUBMISSION OF TENDER

Please refer to sl. no 5 of Instruction to Bidders.

GCC 4. PERFORMANCE SECURITY (PERFORMANCE BANK GUARANTEE):

The Successful Bidder shall furnish an irrevocable Performance Bank Guarantee (PBG) from a scheduled commercial bank, amounting to 10% (Ten percent) of the total Contract Price inclusive of GST, within 30 (Thirty) days from the date of issuance of the Letter of Award (LoA) to guarantee the faithful performance of the Contract in accordance with all the stipulated terms and conditions, executed on non-judicial stamp paper of appropriate value in the prescribed format.

The PBG shall remain valid until the successful completion of the Work and the subsequent expiry of the Defect Liability Period (DLP) plus an additional claim period of three (3) month. The DLP will be as per clause. 8 of GCC.

The Owner reserves the right to revoke the Bank Guarantee with 15 days' notice for non-Performance of the contractual obligations.

The Contractor shall at his own cost get the validity period of Bank guarantee extended from time to time till the completion of three (3) months after Defect Liability Period, as per the provision of Contract and shall furnish the extended revised bank Guarantee at least one month before the expiry date of the Original Bank Guarantee or any extension thereof .In case the extended /revised Bank Guarantee is not received by WBSEDCL within the specified period, WBSEDCL, its sole discretion ,shall be at liberty to encash the aforesaid Bank Guarantee.

The value of the Performance Guarantee shall not be construed as a limiting factor for the damages under Defects Liability Period.

WBSEDCL reserves the right to verify the authenticity of the Performance Guarantee from the issuing bank.

GCC 5. REFUND OF PERFORMANCE BANK GUARANTEE:

The Performance Bank Guarantee shall be released /refunded to the Contractor **on expiry of 3 years** from the date of actual completion of the work subject to full satisfaction of rectification works, if any, within the Defect Liability Period.
The Owner reserves the right to revoke the Bank Guarantee with 15 days' notice for non-Performance of the contractual obligations.
The Performance Guarantee for the Contract shall be released only after satisfactory completion of the Work and satisfactory rectification of defects, if any reported within the defect liability period and certified by the Controlling Officer of the Work upon request by the Contractor.

Please refer to the GCC 8 for details about the Defect Liability Period.

GCC 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 submission of Performance Guarantee and execution of Contract Agreement on submission of written prayer by the Successful Bidder.

- 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.

GCC 7. FORFEITURE OF EARNEST MONEY/BID GUARANTEE:

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

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

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

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

7.3.1 To accept LOI/Order unconditionally and sign contract.

7.3.2 To furnish the contract performance bond wherever applicable.

GCC 8. DEFECT LIABILTY PERIOD (DLP)

8.1 The term "defect liability period" shall mean the period of **three (3) years** ***from the date of actual completion of 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.

8.2 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 Performance Bank Guarantee submitted by the contractor detailed in clause GCC 4.0.

8.3 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 Performance Bank Guarantee.

GCC 9. MANNER OF EXECUTION OF CONTRACT AGREEMENT

9.1 The successful bidder has to submit acceptance of the LOA within **10(ten)** days from the date of issuance of the Letter of Award. The successful bidder shall be required to execute an Agreement on a non-judicial stamp paper of Rs. 100/- with the company with all related documents for satisfactory execution of the work in the prescribed format (Annexure-VI).

9.2 The agreement shall be signed on a date and time to be mutually agreed upon in the office of the Engineer-in-Charge of the work and the same has to be signed by both the parties within 30 days from date of issuance of the LOA. 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.

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

GCC 10. COMMENCEMENT AND COMPLETION TIME OF THE WORK

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10.1 The Contractor shall commence the Work immediately upon handing over of the Site by WBSEDCL. The date on which the Site is handed over shall be deemed to be the Zero Date for the purpose of the Contract, and all contractual time schedules shall be reckoned from this date.

WBSEDCL shall hand over the site only after the Contractor has fulfilled the following prerequisites, which shall be completed within thirty (30) days from the date of issuance of the Letter of Award (LOA)

(a) Unconditional acceptance of the Letter of Acceptance (LOA) by the Contractor (within 10 days);
(b) Submission of the Contract Performance Security
(c) Execution of the Contract Agreement and
(d) Submission of Indemnity bond

10.2 The entire Work shall be completed within **5 (Five) months** from the Zero Date.

GCC 11. GENERAL REQUIREMENT

11.1 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.

11.2 **Contractor to submit programme**: The Contractor shall submit a detailed programme/bar chart before commencement of work.

11.3 **Contractor's staff at site**: The Contractor shall provide at site his authorized representative duly approved by the Engineer-in-Charge/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.

11.4 **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.

11.5 **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.

11.6 **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.

11.7 **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.

11.8 **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, preceding costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance policy covering provisions for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.

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11.9 **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.

11.10 **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.

GCC 12. 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 overall variation shall be limited to ±25% (plus or minus twenty five percent) of the contract price. Payment shall be made as per execution.

GCC 13. GST :

13.1 The bidder has to furnish his GST Registration Certificate. The tax imposed under GST will be applicable as per rule.

13.2 STDS under GST will be applicable as per rule.

GCC 14. LABOUR LICENCE :

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

GCC 15. COMPLIANCE OF LABOUR LAWS :

The contractor shall comply with 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-VII) after placement of letter of intent/ order.

GCC 16. NIGHT AND HOLIDAY WORK :

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

GCC 17. DEDUCTIONS OF PROVIDENT FUND AND REMITTANCE THEREOF IN RESPECT OF CONTRACT LABOURERS:

The contractor 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 (Form 3A and 6A) 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 may be).

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 labours 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.

GCC 18. VARIATION, OMISSION, ADDITION & ALTERATION:

The Contractor shall not modify the work except under direction in writing by the Company. The quantities provided in the Schedule of work are provisional only, which may vary up to any extent or may be deleted altogether. The quoted rate of each item shall remain firm till completion of contract. The Company reserves the right to alter, amend, and omit or otherwise vary the quantities as may be necessary but such overall variation will be limited to ± 25% (plus or minus twenty five percent) of the contract price. Payment shall be made as per actual execution.

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GCC 19. 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 Engineer-in-Charge / Controlling Officer and submit their proposal. However, the Engineer-in-Charge / Controlling Officer 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:

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

19.2 When above clause no. 19.1 shall not be applicable the rates shall be taken from P.W.D.(W.B.) schedule of rates for building works, sanitary & plumbing works, Electrical works & P.W.D.(W.B.)(Roads) schedule prevailing at the time of submission of bids plus/minus the contractual rate of quotation.

19.3 When clause no. 19.1 & 19.2 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 5% overhead, contractor's profit as 10% and 1% cess towards BOCWWC Act, 1996. In that case contractual rate of quotation will not be applicable.

Engineer-in-Charge / Controlling Officer's decision regarding finalization of rate of non-scheduled item(s) shall be final and binding upon the contractors.

GCC 20. MEASUREMENTS AND TERMS OF PAYMENT

20.1 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.

20.2 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.

20.3 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.

20.4 Progressive R/A bills against the prayer of the contractor, for an amount of minimum 25% of the ordered value or as deemed justified by the Engineer-in-Charge/ Controlling Officer shall be released against certification by the Supervising Officer after deducting the amount already paid or other amounts as may be deductible. The final bill shall be released on completion of the work in all respect and fulfillment of all contractual obligations by the contractor.

20.5 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.

GCC 21. 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

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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 Engineer-in-Charge/ 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 Engineer-in-Charge/ Controlling Officer shall be treated as conclusive on behalf of the Company.

GCC 22. DEFECTIVE MATERIAL

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

GCC 23. 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.

GCC 24. 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 Engineer-in-charge / Controlling officer for each occasion. On receipt of such notice, the Engineer-in-charge / 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.

GCC 25. LIQUIDATED DAMAGES:

25.1 Time is the essence of the contract.

25.2 If the contractor fails to complete the work successfully within the time specified in the contract or any authorized extension thereof, the company shall recover from the contractor as liquidated damages a sum of 0.143% of the contract value of works for each calendar day of delay, subject to a maximum of 10% of the contract value of the work.

25.3 The imposition of LD subject to the provision of GCC-30 of Force Majeure. 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.

GCC 26. 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 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.

GCC 27. 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 manpower for inspection, testing and measurements at his own cost.

GCC 28. DEPARTMENTAL MATERIALS:

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

GCC 29. 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. TDS under GST to be deducted as per laws.

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.

GCC 30. 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.

GCC 31. 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.

GCC 32. ENGINEER'S DECISION:

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

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

final and binding.

GCC 33. 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 properly resulting from the negligence of the contractor or his workmen or sub-contractor or from defective workmanship etc.

GCC 34. 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.

GCC 35. SETTLEMENT OF DISPUTES:

All disputes concerning question of fact 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.

GCC 36. 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.

GCC 37. IDLE LABOUR/MACHINERY:

Whatever the reasons may be no claim for idle labour and machinery, additional establishment cost, hire and labour charges of tools & plants would be entertained by the Company, under any circumstances.

GCC 38. SAFETY RULES:

All works shall be executed with utmost safety as per standard safety norms. Personnel working on steep or unstable slopes shall mandatorily use certified protective equipment including ropes, safety harnesses, and controlled descent devices etc. at all times on site. The working area shall be properly demarcated, and exclusion zones shall be established below active work faces to safeguard personnel and equipment from falling or dislodged material.

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

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

bidder.

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

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

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

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

Reporting of Accident:

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

Serious Injuries:

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

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

Fatal Accident:

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

Penalty:

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

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

GCC 39. EQUIPMENT & MACHINERIES:

all equipment, machinery, tools and tackles necessary for timely and satisfactory execution of the works, including those specified in the BOQ/technical specification.

GCC 40. RISK PURCHASE:

In the event of failure of the contractor to execute the work timely and/or to the satisfaction of WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD., the 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.

GCC 41. PERSONNEL PROTECTIVE EQUIPMENT (PPEs) :

The contractors shall provide all personnel with proper protective clothing and equipment as per job requirement.

GCC 42. HOLIDAY LISTING :

This contract will be guided by the policy on 'Holiday Listing of Contractors' / Agencies / Firms / Companies where the owner may debar the agency from getting further tender papers for such time which shall be applicable as per the rules of owner's apart from other penal measures mentioned in the General Conditions of Contract (GCC).

GCC 43. TRANSPORTATION AND E-WAY BILL

43.1 The contractor shall at its own risk and expense transport all the materials, plant and equipment and the contractor's equipment to the site by the mode of transport that the contractor judges most suitable under all the circumstances.

43.2 Unless otherwise provided in the contract, the contractor shall be entitled to select any safe mode of transport operated by any person to carry the materials, plant and equipment and the contractor's equipment.

43.3 The contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the plant and equipment and the contractor's equipment to the site. The employer shall use its best endeavors in a timely and expeditious manner to assist the contractor in obtaining such approvals, if requested by the contractor. The contractor shall indemnify and hold harmless the employer from and against any claim for damage to roads, bridges or any other traffic work that may be caused by the transport of the plant and equipment and the contractor's equipment to the site.

43.4 In case of movement of materials, e-way bill if and when required must be generated by the contractor on their own. Copy of the said e way bill along with challans is to be submitted with the claim.

GCC 44. TESTING OF QUALITIES OF MATERIALS & WORKMANSHIP :

All materials and workmanship shall be in accordance with the specifications laid down in the contract and also as per M.O.R.T. & H's specification for Road and Bridge Works (Latest Revision) and relevant IS codes and the Engineer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument, machine, labour and materials as the Engineer-in-Charge may require for examining, measuring and testing the works and quality, weight or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-in-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory (preferably from renowned/ Govt. Institutions) as per instruction of Engineer-in-Charge. The cost of all such tests shall be borne by the agency and that must be considered during quoting rate.

GCC 45. ADDITIONAL PERFORMANCE SECURITY:

All bids in the range of -20% to -80% of the estimated rate shall furnish an Additional Performance Security in the format given in the **Annexure-ix.** The amount of which shall be equal to 10% of the tendered amount for bids in the range of -20% to -50% and 20% of the tendered amount for bids in the range of -50% to -80%. The Additional Performance Security shall be submitted in the form of a Bank Guarantee from any scheduled bank as per enclosed format before the issuance of the Work Order.

GCC 46. ADDITIONAL LIABILITIES :

The WBSEDCL shall not take any additional liability towards enhanced taxes, duties and price variation beyond the scheduled delivery/work completion period as incorporated in the purchase order/work order, if the delay is due to any failure on the part of the supplier/service provider.

GCC 47. ENGINEER-IN-CHARGE:

The Addl. CE & PSIC, PPSP Site, WBSEDCL, Bagmundi, Purulia-723152 shall be the Engineer-in-Charge

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of the Work.

The Engineer-in-Charge shall depute the Controlling Officer and the Supervising Officer of the work for proper supervision and day-to-day monitoring of progress of the work at site

GCC 48. PAYING AUTHORITY:

The Sr. Manager (F&A), PPSP Site, WBSEDCL, Bagmundi, Purulia-723152 shall be the paying authority for this work.

GCC 49. NODAL OFFICER:

The Manager (HR & A), PPSP Site, WBSEDCL, Bagmundi, Purulia-723152 shall be the Nodal Officer for this work.

SECTION-IV

ADDITIONAL CONDITIONS OF CONTRACT

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Additional Conditions of Contract: -

ACC 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.

ACC 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.

ACC 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.

ACC 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 not 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.

ACC 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.

ACC 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.

ACC 7. All guarantees and test certificates obtained by the contractor during the execution of work shall be transferred to the WBSEDCL before issue of final payment.

ACC 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.

ACC 9. The cost of testing materials shall be borne by the contractor.

ACC 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/ programmes 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 satisfaction. The construction work must be done in such a way as not to dislocate or disturb any sewerage system and other existing structures.

ACC 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.

ACC 12. Any services if affected by the work must be restored by the contractor on emergency basis at his own cost.

ACC 13. After completion of the work, the finishes shall be of high quality and of approved standard.

ACC 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.

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ACC 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.

ACC 16. A complete list of execution/ deviation from the tenderer's scope of work shall be clearly indicated. Similarly, if any departure, commission of substitution from stipulated 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.

ACC 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.

ACC 18. The contractor shall provide sufficient strong and stable staging as to ensure safety of the labourers and structures.

ACC 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.

ACC 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.

ACC 21. All bricks have to submerge in vats before put to use. Curing shall be done with proper care.

ACC 22. The contractor has to make arrangement for temporary cover to enable civil construction works to continue if interrupted due to rains during monsoon.

ACC 23. If necessary extra items beyond S.O.W. are executed the unit rate shall be as per the rates of P.W.D., West Bengal on the date of bid opening. Those items which are not covered under P.W.D. rates shall be based on analysis of rate as applicable, on mutual agreement as mentioned in GCC. 20.

ACC 24. Bar chart showing all activities needs to be submitted before commencement of work.

ACC 25. All drawings (if any) supplied with the bid documents are tentative/ for guidance only.

ACC 26. WBSEDCL shall not be liable under any circumstances for any accident/ untoward incidents, if happened during execution of works.

ACC 27. If specification of any items of work is not covered in the bid documents the same shall be guided from P.W.D. schedule of rates.

ACC 28. 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.

ACC 29. Mode of measurement shall be followed as described in P.W.D. SOR, unless otherwise stated.

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SECTION-V

ANNEXURES & FORMS

Office of the C.E & Project Manager * W.B.S.E.D.C.L., Vidyut Bhavan * P.P.S.P.

ANNEXURE -I

LETTER OF BID

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

To
The Chief Engineer & Project Manager,
Purulia Pumped Storage Project, WBSEDCL,
Vidyut Bhavan, 5th Floor, A - Block,
Bidhannagar, Block - DJ, Sector - II, Kolkata - 700091
West Bengal, India

Sub: Letter of Bid for the work "Repairing of the bituminous road surface, drainage and other allied works of the Link Road (3.145 km) from Gobindpur to Bareria More under PPSP, Bagmundi, Purulia-723152"

Ref: 1. NIT No. **PPSP/e-Ten/124/C/26-27/NIT-12/227** **DATED: 07/10/2026**
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 N.I.T. 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 N.I.T. document unconditionally.

Dated: .....

Signature of the Tenderer with official Seal

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ANNEXURE –II

LETTER OF UNDERTAKINGS

(To be executed on non-Judicial stamp paper of ₹100/-)

Ref ..... Date .....

To

The Chief Engineer & Project Manager,
Purulia Pumped Storage Project, WBSEDCL,
Vidyut Bhavan, 5th Floor, A - Block,
Bidhannagar, Block - DJ, Sector - II, Kolkata - 700091

Dear Sir,

1.0 I / We* have read and examined the following Bidding Documents relating to the **"Repairing of the bituminous road surface, drainage and other allied works of the Link Road (3.145 km) from Gobindpur to Bareria More under PPSP, Bagmundi, Purulia-723152"**

a) Notice Inviting Tender.

b) "Invitation to Bid" (INB), "Instruction to Bidders (ITB)", "General Conditions of Contract (GCC)", Scope, and other conditions of contract.

2.0 Technical Specification.

a) Relevant drawings, if any.

3.0 I / We* hereby submit our Bid and undertake to keep our Bid Valid for a period of 180 days from the date of opening price bid / Revised price bid. I / We* hereby further undertake that during said period I / We* shall not vary alter or revoke my / our Bid.

This undertaking is in consideration of WBSEDCL, agreeing to open my / our* Bid and consider and evaluate the same for the purpose of award of Work in terms of provisions of clause entitled "Award of Contract" under Section "Instruction to Bidders (ITB)" in the Bidding Documents. Should this Bid be accepted, I / We* also agree to abide by and fulfill all the terms and conditions of provisions of the above-mentioned Bidding Documents.

Signature along with Seal of Company .....
(Duly authorized to sign the Tender on behalf of the Contractors)
Name .....
Designation .....
Name of Company.....
(IN BLOCK LETTERS)

WITNESS

Signature .....
Date .....
Name & Address .....
.....
.....
Telephone No .....
E-mail .....

(*Strike out whichever is not applicable)

ANNEXURE -III

BID PROPOSAL

Bidders Name & Address:

Bid Proposal Reference: **PPSP/e-Ten/124/C/26-27/NIT-12/227** **DATED: 07/10/2026**

Person to be contacted:

Designation:

Telephone No.: Fax :

To,
The Chief Engineer & Project Manager,
Purulia Pumped Storage Project, WBSEDCL,
Vidyut Bhavan, 5th Floor, A - Block,
Bidhannagar, Block - DJ, Sector - II, Kolkata - 700091
West Bengal, India

Sub : Proposal for **"Repairing of the bituminous road surface, drainage and other allied works of the Link Road (3.145 km) from Gobindpur to Bareria More under PPSP, Bagmundi, Purulia-723152"**

Ref : Tender Notice no : **PPSP/e-Ten/124/C/26-27/NIT-12/227** **DATED: 07/10/2026**

Dear Sir,

1.0 We, the undersigned Bidder, have read and examined in detail the specifications and Bid documents of the above work and hereby propose to execute the work as detailed in specification and documents.

2.0 **PRICES AND VALIDITY:**

2.1 Our Unit prices stated in the bid are Firm. Our quoted prices and other terms and conditions of this proposal are valid for a period of 180 days after the date of opening of price bid/Revised price bid. We further declare that prices stated in our Proposal are in accordance with your "Instruction to Bidders" included in Condition of Contracts of Bid documents.

2.2 We do hereby confirm that our bid prices as quoted includes all the taxes, duties and levies and confirm that any such taxes, duties and levies additionally payable shall be to our account. We further confirm that no tax & duties in any form shall be payable by the Owner except GST as per applicable laws.

3.0 We have studied clause ITB 23 of Section 'Instruction To Bidders' relating to Tax and we hereby, declare that if any income-tax, surcharge on income-tax or any other corporate tax is attracted under the law, we agree to pay the same.

4.0 **BID PRICE:**

We declare that our total bid price in Indian Rupees is given in (BOQ/ EXCEL Sheet/ Financial Part) of Schedule of Financial Proposal submitted for the entire scope of work as specified in your Bidding Documents.

5.0 **DEVIATIONS :**

We declare that the Works shall be performed strictly in accordance with the specifications and documents.

6.0 **BID PRICING :**

We further, declare that the prices stated in our Proposal are in accordance with your 'Instruction to Bidders' included in Section -A of Bid documents.

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7.0 **PRICE BASIS :**

We declare that our price components are on FIRM BASIS.

8.0 **QUALITY PLANS :**

The contractor is responsible for the proper execution of work. The work beyond the customer's hold points will progress only with the Owners consent. The Owner will also undertake quality surveillance and quality audit of the Contractor's/Sub contractor's works, systems and procedures and quality control activities. The Contractor further agrees that any change in the Quality Plan will be made only with the Owner's approval. The Contractor shall also perform all quality control activities, inspection and tests agreed with the Owner to demonstrate full compliance with the contract requirements.

8.1 The Contractor also agrees to provide the Owner with the necessary facilities for carrying out inspection, quality audit and quality surveillance of Contractors and its Sub-Contractor's Quality Assurances System.

8.2 It is expressly agreed to by the contractor that the quality tests and inspection by the Owner shall not in any way relieve the Contractor of its responsibilities for quality standards, and performance guarantee and their other obligations under the Agreement.

8.3 The amount of damages/compensation shall be recoverable either by way of deduction from the contract price or otherwise.

8.4 This Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede and prior correspondence terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

9.0 **CHECK LIST :**

We have included a Check List duly filled in.
Dated this ..... day of ..... 20 .....
Signature ..... in the capacity of
..... duly authorized to
Sign for and on behalf of .....
(IN BLOCK CAPITALS)

Office of the C E & Project Manager
P.P.S.P.
W.B.S.E.D.C.L., Vidyut Bhavan

ANNEXURE-IV

PROFORMA OF DECLARATION OF BLACK LISTING/ HOLIDAY LISTING
(To be submitted on official letter head by the bidder)

In the case of a Proprietary Concern:

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

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

In the case of a Partnership Firm:

We hereby declare that neither we, M/s....., submitting the bid nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on black list/debarred/suspended or put on holiday list declared by WBSEDCL, WBSEDCL or any Statutory/Regulatory/Government Authorities/Central/ State power utility/PSU in India services, except as indicated below:

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

In the case of a Company:

We, hereby, declare that neither M/S .....nor its authorized signatory have been placed on or black list /debarred/suspended or put on holiday list declared by WBSEDCL, WBSEDCL or any Statutory/Regulatory/Government Authorities/Central/ State power utility/PSU in India services, except as indicated below:

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

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

Office of the C.E & Project Manager * P.P.S.P. * W.B.S.E.D.C.L., Vidyut Bhavan

.....

SIGNATURE WITH DATE & SEAL OF THE TENDER

ANNEXURE-V

(On the Bidder's Letterhead)

DECLARATION REGARDING NO LITIGATION AGAINST WBSEDCL

We hereby declare that, no legal litigation/arbitration is pending/ongoing against WBSEDCL in any court/Forum against/by the bidder or its sister concern/Director/Partner/Proprietor.

If it is found at any stage of tendering, our offer will be rejected and I/We don't have any objection on the same.

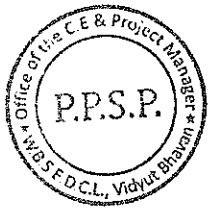
Bidder's Name:

Signature of the Tenderer:

Designation:

Seal of the Company

Date:



ANNEXURE –VI

AGREEMENT

(To be executed on Non-judicial Stamp Paper of ₹100/-)

ARTICLES OF AGREEMENT MADE 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 registered office at "Vidyut Bhavan", Block-DJ, Sector-II, Salt Lake City, Kolkata-700091, hereinafter referred to as the "Owner" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART.

AND

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

WHEREAS the Owner invited tender vide Tender Notice No .... (annexed hereto) for "..... .....".

AND WHEREAS in pursuance of such invitation for tenders the Contractor submitted a tender vide no. ..... dt ..... the Techno-commercial part of which was opened on ..... and the financial bid was opened on ..... (the tender offer is in custody of the Owner at present).

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

NOW THERFORE, The Owner and the Contractor agree as follows:

1. The Contractor agrees to undertake the work of "..... ....."as per Letter of Award no ..... dt ..... referred to above.
2. The Owner agrees to pay the contractor as per the Letter of Award no ..... dt ..... referred to above. This agreement to be governed as per relevant provision of ITB, GCC, and other allied documents related to the contract.
3. Both the Contractor and the Owner agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Calcutta.

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

SIGNED, SEALED AND DELIVERED

Office of the C.E. & Project Manager P.P.S.P. W.B.S.E.D.C.L., Vidyut Bhavan

.....	.....
Contractor	Owner
.....	.....
Witness	Witness
.....	.....
Witness	Witness

W.B.S.E.D.C.L., Office of the C E & Project Manager, Vidyut Bhavan
P.P.S.P.

ANNEXURE –VII

INDEMNITY BOND

(To be executed on Non judicial Stamp Paper of a ₹ 100/-)

BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on this ..... Day of .....20....., I/We having Registered Office / residing at .....

(herein after called "OBLIGOR / OBLIGORS" which expression shall mean and includes my / our successors legal representatives, assigns) do hereby binds myself /ourselves and also our company / firm ..... after having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited a government company within the meaning of sec.617 of the Company's Act, 1956 having registered office at Vidyut 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 of Award No .....dated ..... issued by the OBLIGEE after having observing necessary formalities, the details of which is described in the schedule given hereunder as per letter mentioned herein-above and whereas the said job / works will be / likely to be done in places covered under Employees' State Insurance Act (ESI) and / or the Employee Compensation Act, 1923 (W. C. Act) and / or other laws relating to the Labour Management and Welfare.

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

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

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

Office of the C.E & Project Manager P.P.S.P. W.B.S.E.D.C.L, Vidyut Bhavan

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

SIGNED AND DELIVERED

BY THE OBLIGOR / ……

OBLIGORS ……

Signature

WITNESS:

1) Name, Designation ……

……

Signature

2) Name, Designation ……

……

Signature

Office of the C.E. & Project Manager P.P.S.P. WBSEDCL, Vidyut Bhavan

Annexure -VIII

Proforma of Bank Guarantee for Contract Performance

(To be executed in Non-Judicial Stamp Paper of appropriate value)

Ref..... **Bank Guarantee No..... Date : .....**

To
The Chief Engineer & Project Manager
Purulia Pumped Storage Project
West Bengal State Electricity Distribution Company Limited
5th Floor, A Block, Vidyut Bhavan, Salt Lake – 700091, West Bengal.
India

Dear Sir(s),

In consideration of West Bengal State Electricity Distribution Company Ltd, (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.....(hereinafter 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) for a Contract Price of ..... (indicate the amount in words and figures) 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 as per terms of the contract equivalent to ₹..... (..... in words) being (10%) (Ten Percent) of the said value of the Contract to the Owner, and the Contractor having approached us _____ (Bank) for furnishing such Bank Guarantee which was accepted by us.

We..... (Name and Address of Bank) 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 ₹.....(.....in words) as aforesaid at any time up to.....* (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 notwithstanding 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.

Owner may at any time within the validity and / or claim period, as may extended from time to time, as mentioned in this guarantee enforce this guarantee by way of a letter calling upon us _____(Bank), to pay any amount limited to the amount cover under this guarantee enclosing a copy of this guarantee, and upon such enforcement, we _____(Bank) hereby agree and undertake to pay Owner forthwith but in no case latter than fifteen (15) days from the date of issue of such letter of enforcement of Owner of this guarantee, the amount limited to ₹ _____ (.....in words) without any protest and without referring to M/s _____(Name of the Contractor) in whose instant the Bank Guarantee is executed.

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 Contract by 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 of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to 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 part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

Office of the C.E. & Project Manager * P.P.S.P. * W.B.S.E.D.C.L., Vidyut Bhavan *

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and 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 ₹..... (indicate the amount in words and figures) and it shall remain in force up to and including .....**(day/month/year) and shall be extended from time to time for such period as may be desired M/s.....on whose behalf this guarantee has been given.

Unless a demand or claim is lodged on us within or an action or suit to enforce the claim is filled against this Guarantee within including .....*(day/month/year) we shall be discharged from all liabilities thereafter.

Our payments hereunder shall be made to Owner, free and clear of and without reduction by reasons of any and all present and future taxes, levies, charges of withholdings, whatsoever, imposed or collected with respect thereto.

The Guarantee shall be governed by and construed in accordance with the law of India. In witness whereof, the Bank, through its authorized Officer, has set its hand and stamp on this _____ day of 20 _____ at _____ .

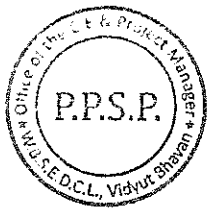
(Signature of the witness)	(Signature of authorised signatory of Bank)
(Name)	(Name)
(Official address)	(Designation with Bank Stamp)

Attorney as per 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 amount of the Bank Guarantee shall be 10% (Ten Percent) of the Contract Price unless otherwise specified in the Contract.
3. If the Bank Guarantee is issued by a Bank located outside West Bengal, suitable arrangements shall be made for invocation through a Scheduled Commercial Bank located in Kolkata.
4. The Bank Guarantee shall be signed on all the pages by the authorized representatives of Bank.
5. The validity of the Bank Guarantee shall be as stipulated in the Contract. A claim period of three (3) months shall be provided beyond the expiry of the validity period.



ANNEXURE-IX

FORMAT OF THE BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT

To,
..... (Designation of the Engineer-in-Charge)
..... (Office address of Engineer-in-Charge)
.....
WHEREAS ..... (name and address of Contractor)(hereafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... Dated ..... to execute .....(name of Contract and brief description of works) hereinafter called "the 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 WHEREAS we ..... (indicate the name of the bank and branch) have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we ..... (indicate the name of the bank and branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the contractor, upto a total of ₹..... (amount of guarantee) ..... (in words)

We undertake to pay you, upon your first written demand and without cavil argument, a sum within the limits of ..... (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reason 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 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 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 stated contract plus claim period of Six months for the Bank Guarantee. Notwithstanding anything mentioned above our liability against this Guarantee is restricted to ₹.....(Rupees.....) and unless a cliam 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 .....20.... 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. 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.

Annexure - X

PROFORMA OF EXTENSION OF BANK GUARANTEE
(To be executed on Non-Judicial Stamp Paper of appropriate value)

Ref..... Date.....
To
.....
.....
..... West Bengal

Sub: Extension of Bank Guarantee No .....for ₹..... favoring yourselves, expiring on .....on account of M/s.....in respect of Contract No.....dated..... (Hereinafter called original Bank Guarantee).

Dear Sirs,

At the request of M/s ....., we.....Bank, branch office at .....and having its Head Office at.....do hereby extend our liability under the above mentioned Bank Guarantee No..... dated..... for a further period of (Years/Months) from.....to expire on..... Expect as provided above, all other terms and conditions of the original bank guarantee No.....dated shall remain unaltered and binding.

Please treat this as an integral part of the original bank guarantee to which it would be attached.

Yours Faithfully,

For.....

Manager/Agent/Accountant.....

Power of Attorney No.....

Dated.....

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate value shall be purchased in the name of the bank who has issued the Bank Guarantee.

Office of the C.E & Project Manager * W.B.S.E.D.C.L., Vidyut Bhavan * P.P.S.P.

Form - I

KEY INFORMATION ABOUT THE BID

Tender Notice No. : **PPSP/e-Ten/124/C/26-27/NIT-12/227** **DATED: 07/10/2026**

1.0	Proposal No. and Date	
2.0	Validity of offer from date of opening of Price Bid	180 Days
3.0	Name and Communication Details: -	
3.1	Full name of Bidder	
3.2	Address	
3.3	Contact Telephone Number	
3.4	E –Mail ID	
3.5	Person to be contacted	
4.0	Nature / status of candidate firm (whether Sole Proprietary / Partnership / Private Limited/Public Limited / Public sector)	
5.0	Do you anticipate any change in the ownership During proposed period of work? (Yes / No)	
6.0	GST Registration No. (a copy should be enclosed)	
7.0	PAN Card No. (a copy should be enclosed)	
8.0	Details of Registration certificate under company Act (if any)	
9.0	Details of Earnest Money submitted: Amount	
10.0	Whether agreed to all Conditions of Contract (Yes/ No)	

Signature of the Bidder with official Seal

Dated_____

Office of the C.E. & Project Manager P.P.S.P. W.B.S.E.D.C.L., Vidyut Bhavan

Form -II

CertificaFte regarding Summary Statement of Yearly Turnover

Tender Notice No. - PPSP/e-Ten/124/C/26-27/NIT-12/227 **DATED: 07/10/2026**

This is to certify that the following statement is the summary of the audited Balance Sheet arrived in favour of ..... for the three consecutive years or for such period since inception of the Firm, if it was set in less than such three year's period.

Sl. No.	Financial		Remarks
	Financial Year	Turnover rounded up to in lakh (two digit after decimal)	
1			
2			
3			
Total			

Average Annual Turnover (In lakh) considering above:.....

Note:

1. Year proceeding the current financial year is to be considered as Year-1.
2. Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
3. Average turnover for 3 years is to be obtained by dividing the total turnover by 3.0. If the Firm was set up in less than 3 year's period, consider the turnover for the period from inception to the Year-1. It may be either 1.0 or 2.0. Average turnover is to be obtained by dividing the total turnover by 1.0 or 2.0, as the case may be.
4. In case, the firm was set up in less than 3 year's period, mentioned the year of inception in the 'Remarks' column.

Signature of the Auditor with official Seal
Date _____

Office of the C.E & Project Manager
P.P.S.P.
WBSEDCL, Vidyut Bhavan

Form -III

STATEMENT OF ORDERS EXECUTED DURING LAST SEVEN FINANCIAL YEARS IN COMPLIANCE WITH THE QUALIFICATION CRITERIA FOR PARTICIPATION OF THE BIDS

Tender Notice No. - PPSP/e-Ten/124/C/26-27/NIT-12/227 **DATED: 07/10/2026**

(To be filled in Bidder's Letter Head)

Sl. No.	Name of the Work Executed	Financial year	Order No. and date	Name of Work order issuing authority	Original Contract Value (Excl. GST)	Executed Contract Value (Excl. GST)	Date of commencement, scheduled completion & actual completion	Whether copy of Order, completion and Payment Certificate submitted (Y/N)

Note: Completion certificate is to be issued by the Executive Engineer/District Engineer/Divisional Engineer or equivalent rank and above

Signature of the Bidder with official Seal
Date _____

Office of the C.E & Project Manager * P.P.S.P. * W.B.S.E.D.C.L., Vidyut Bhavan

Form – IV

STATEMENT FOR CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS

Tender Notice No – PPSP/e-Ten/124/C/26-27/NIT-12/227 **DATED: 07/10/2026**

(To be filled in Bidder's Letter Head)

Name of the Bidder:							
Sl. No.	**Name of the Work**	**Owner Name and Contact Details**	**Date of issuance of LOI / LOA**	**Stipulated date of completion**	**Contract Value (in ₹)**	**Value of Balance Work (in ₹)**	**Estimated date of comple tion**
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

.....

SIGNATURE OF THE TENDERER WITH OFFICE SEAL

Date _____

Office of the C.E & Project Manager * P.P.S.P. * W.B.S.E.D.C.L, Vidyut Bhavan *

Form –V

MANDATE FORM BY VENDOR FOR RTGS/NEFT PAYMENTS
(TO BE FIELD IN BLOCK LETTER)

1. NAME OF THE VENDOR : .....
2. ERP VENDOR NO : .....
3. VENDOR TYPE : Company/Partnership/Proprietorship/Self Help Grp/HUF / Others (To be specified)
4. Address : .....
   .....
5. TELEPHONE NO. : .....
6. MOBILE PHONE : .....
7. E-mail : .....
8. P.A.N. NO. (MANDATORY) :

9. GST REGISTRATION NO. : .....
10. PARTICULARS OF BANK ACCOUNT (One cancelled Cheque is to be enclosed)
    - i) Name of Account Holder : .....
    - ii) BANK NAME : .....
    - iii) BRANCH NAME & ADDRESS :
      .....
    - iv) BANK BRANCH TELEPHONE NO. :
      .....
    - v) ACCOUNT TYPE : .....
    - vi) ACCOUNT NO :

    - vii) BANK MICR CODE:

    - viii) BANK'S IFS CODE:

11. DECLARATION OF THE PARTY:

I do hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not affected at all for reasons of incomplete and incorrect information, WBSEDCL will not be held responsible.

Date:

Signature of the Vendor

N.B: [Where the cheque does not carry IFS Code an attestation from Bank attesting the IFS Code should be given]

SIGNATURE OF BANK OFFICIAL WITH SEAL

Form – VI

BANKER'S CERTIFICATE

(To be filled in the Bank's Letter Head)

(To be given by banker of bidder)

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/-

Signature of Bank Official .....

Name of Bank .....

Name of authorized Signatory.....

Designation.....

Phone No.....

Address.....

SEAL OF THE BANK

Form - VII

DECLARATION SHEET

Tender Notice No. : **PPSP/e-Ten/124/C/26-27/NIT-12/227** **DATED: 07/10/2026**

I ..... certify that all the information pertaining to this offer are correct and are true representation of the materials covered by our Formal proposal number.....dated..... I hereby certify that I am duly authorized representative of the supplier / service provider whose name appears above my signature.

Supplier's service provider Name: .....

Authorised Representative's Signature.....

Supplier's /Service Provider Intent:..... **The Supplier / Service Provider hereby agrees to fully comply with the requirements and intent of this specification for the Price Indicated.**

.....

.....

Authorised Representative's Signature

Specific exception to specifications
General & supplementary conditions
If any, tabulate & sign below

Office of the CE & Project Manager P.P.S.P. W.B.S.E.D.C.L., Vidyut Bhavan

Form – VIII

Tender Notice No. : **PPSP/e-Ten/124/C/26-27/NIT-12/227** **DATED: 07/10/2026**

CHECK LIST

Tenderers are required to upload the scan copy of all the necessary documents, required as per NIT Terms & Condition and verify before submission of Tender and also upload the Check List in the following Format, duly signed.

Sl. No.	Scanned Copy of Documents to be uploaded	Name of folder	To be submitted in cover	Submitted (Y/N)
1	Notice Inviting Tender	NIT	(Technical proposal)	
2	Additional Terms and Condition if any.			
3	Addenda / corrigenda , if published			
4	Letter of Bid (**Annexure-I**)	Annexure	Statutory cover (Technical proposal)	
	Proforma for Undertaking (**Annexure-II**)			
	Bid Proposal (**Annexure-III**)			
	Declaration of Black Listing/ Holiday Listing (**Annexure-IV**)			
	Proforma of declaration regarding no litigation against WBSEDCL (**Annexure-V**)			
	Proforma for Contract Agreement (**Annexure-VI**) – To be submitted by successful bidder only			
	Format of Indemnity Bond (**Annexure-VII**) – To be submitted by successful bidder only			
	Proforma of Bank Guarantee (**Annexure-VIII**) – To be submitted by successful bidder only.			
	Proforma for Bank Guarantee for Additional Performance Security Deposit (**Annexure-IX**) – To be submitted by successful bidder only, if applicable.			
	Proforma of Extension of Bank Guarantee (**Annexure-X**) – To be submitted by successful bidder only, if required.			
5	Key Information (**Form-I**)	Forms	Statutory cover (Technical proposal)	
	Summary Statement of Average Annual Turnover (**Form-II**)			
	Statement of Order Executed during last Seven Years (**Form-III**)			
	Statement for Current Works In Progress (**Form-IV**)			
	Mandate Form (**Form-V**)			
	Banker's Certificate regarding Financial Capability of Bidder (**Form-VI**)			
	Declaration Sheet (**Form-VII**)			
	Check List (**Form- VIII**)			
6.	GST registration certificate.	Certificates	Non-statutory cover (Technical proposal)	
7	PAN card			

8	Professional Tax (PT) registration certificate and Current Professional Tax (PT) submission Challan. If there is no Professional Tax in any state, a declaration should be given			
9	Registration certificate under company Act (if any). Trade License in respect of the prospective Bidder, Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License), Ltd Company (Incorporation certificate, Trade License), Co-operative Society (Society Registration copy, Trade License) as applicable			
10	Annual Turnover for last three financial years.	Financial Info		
11	Balance sheet & P/L A/C for last three financial years.		Non-statutory cover (Technical proposal)	
12	Copies of latest Income Tax return for last three Assessment years (AY 2026-27, AY 2025-26 & AY 2024-25).		Non-statutory cover (Technical proposal)	
13	Copies of Work Order/Purchase Order , Completion certificate and Payment Certificate etc. as stated in 3.1 of Section-I as credentials	Credential	Non-statutory cover (Technical proposal)	
14	Bill of Quantities.	BOQ	Financial cover (Financial proposal)	

Signature of the Bidder with official Seal
Dated_____

Office of the C.E & Project Manager * P.P.S.P. * W.B.S.E.D.C.L, Vidyut Bhavan

SECTION-VI

DRAWINGS

Office of the C.E & Project Manager
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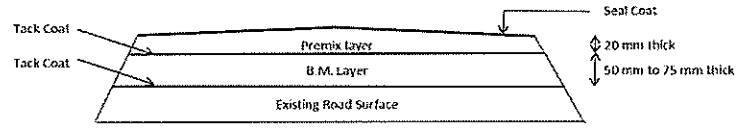
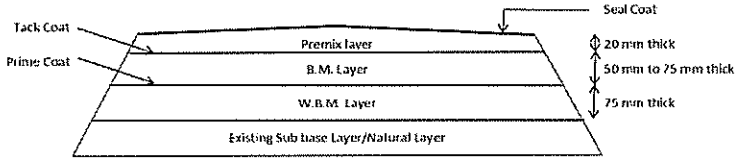
W.B.S.E.D.C.L., Vidyut Bhavan

Schematic diagram of Link Road



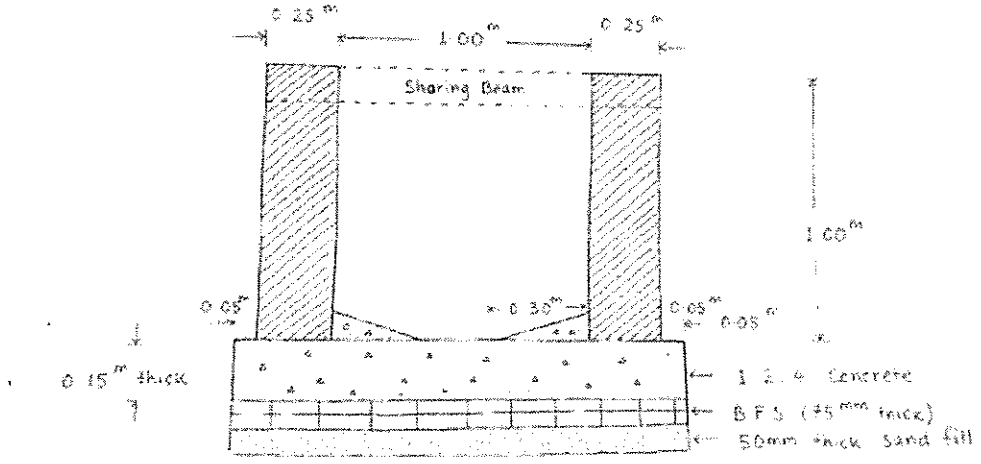
Typical C/S of Bituminous Road to be repaired (as and where required)



Typical C/S of Bituminous Road to be repaired (as and where required)

Legends:-
1. Width of the road is about 5000 mm.
2. Total length of the road is about 3.10 km.
3. The drawing is not to scale.
4. All dimensions are in mm.

Typical Cross section of road side masonry drain



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