

**West Bengal State Electricity Distribution Company Limited  
(A Govt. of West Bengal Enterprise)**



**Invitation of e-tender for**

**“Construction of Retaining Wall (with 5 m filling), Store Building (30 m × 20 m), Fencing Work adjacent to Pond Area, Beautification Work near MCR Building, and Infrastructure Enhancement of Jute Seeds Farm F.P. School Building at 112.5 MW WBSEDCL Solar PV Project, Goaltore, West Bengal.”**

**Solar Power Generation Department  
Data Centre Complex, 3<sup>rd</sup> floor, Action Area 1, Newtown, Rajarhat,  
Kolkata – 700163, e-mail : [cesolar@wbasedcl.in](mailto:cesolar@wbasedcl.in)**

*Handwritten signature in blue ink.*



## West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

OFFICE OF THE CHIEF ENGINEER

SOLAR POWER GENERATION DEPARTMENT

Data Centre Complex, 3<sup>rd</sup> floor, Action Area I, Newtown, Rajarhat, Kolkata- 700163

e-mail: [cesolar@wbsedcl.in](mailto:cesolar@wbsedcl.in)

### NOTICE INVITING E-TENDER

**NIT No.:-WBSSEDCL/SPGD/2025-26/2<sup>nd</sup> Call/NIT-85; Date: 16.02.2026**

The Chief Engineer, Solar Power Generation Department invites e-tenders for the following work:

Name of Work	Construction of Retaining Wall (with 5 m filling), Store Building (30 m × 20 m), Fencing Work adjacent to Pond Area, Beautification Work near MCR Building, and Infrastructure Enhancement of Jute Seeds Farm F.P. School Building at 112.5 MW WBSSEDCL Solar PV Project, Goaltore, West Bengal.
Estimated Value(Excluding GST)	Rs. 2,99,50,000 /- (Rupees Two crore ninety-nine lakh fifty thousand only)
EMD Amount.	Rs. 5,99,000/- (Rupees Five lakh ninety-nine thousand only)
Completion Time	10 (Ten) months

### Terms & Conditions

#### 1. ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE BIDDING:

##### A. GENERAL:

This Invitation for Bids, issued by WBSSEDCL is open to the bidder who must be either a Sole Proprietorship, Registered Partnership Firm (as per the Partnership Act, 1932), Limited Liability Partnership (under the LLP Act, 2008), a Company incorporated under the Companies Act, 1956/2013 (as amended), or a Statutory Body. The bidder shall submit valid and up-to-date copies of the following documents, as applicable: Trade License, Certificate of Incorporation/Registration Certificate, PAN Card, PF Registration, ESI Registration, Profession Tax Enrolment Certificate, GST Registration (GSTIN), Labour License, Contractor License.

A Bidder shall not have a conflict of interest. Any Bidders found to be having a conflict of interest shall be disqualified. The bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:

- I. They have a controlling partner in common. or,
  - II. They receive or have received any direct or indirect subsidy from any of them;
- Or
- a. They have the same legal representative for purpose of this bid

- b. They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- c. A bidder submits more than one bid in the bidding process, either individually [including bid submitted as agent /authorised representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification requirement for Bidders] or as partner in a joint venture, except for alternative offers permitted under Invitation to Bid. This results in disqualification of all such bids. However, this does not limit the participation of a Bidder as a sub-contractor in another Bid, or of a firm as a sub-contractor in more than one bid; or
- d. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the materials and services/works that are subject of the bid, or
- e. The Bidder, directly or indirectly shall not be a dependent agency of the WBSSEDCL.

This bidding is open to any manufacturer or erector who provides satisfactory evidence concerning the following that he:

- I. is a qualified manufacturer or erector who supply, erect, testing and commission of the type specified and has adequate technical knowledge and practical experience;
- II. does not anticipate change in the ownership during the proposed period of work (if such a change is anticipated, the scope and effect thereof shall be defined);
- III. has adequate financial stability and status to meet the financial obligation pursuant to the scope of the works;
- IV. has adequate field services organization to provide the necessary field erection and management services required to successfully erect, test and commission the equipment as required by the Specifications and Documents; and
- V. has established quality assurance systems and organization designed to achieve high levels of equipment reliability, both during his manufacturing and field installation activities.

The bidder must submit Certificate of Incorporation/ Registration of Company/Trade license, GST Registration (GSTIN), PAN Card, Labour License, Contractor License, PF Registration, Employees' State Insurance Registration and Professional Tax Registration as per the applicability. Submission of audit report with Audited Balance Sheet and Statement of Profit and Loss for companies registered under companies Act of Last three (3) consecutive financial years for which the audited accounts are available and Tax audit report for partnership firm/Sole Proprietorship for the last 03 (three) Financial Years Income Tax Return for the last 03(three) Assessment Years and latest Income Tax Clearance Certificate from the appropriate authority would be necessary.

A power of attorney, duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity.



The above stated requirements are a minimum and WBSEDCL reserves the right to request for any additional information and also reserves the right to reject the Proposal of any Bidder, if in the opinion of Employer, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.

2. Techno-Commercial Requirements of the Bidder (Must Conditions):

B. The intended bidder must have :-

- I. Valid PAN, GSTIN, EPF code, PTPC.
- II. Successfully completed similar work(s) during the last 7(seven) years with fulfillment of any of the following criteria :
  - a. Three similar works, each costing at least 40% of the estimated value in a single contract, or
  - b. Two similar works, each costing at least 50% of the estimated value in a single contract, or,
  - c. One similar work, costing at least 80% of estimated value in a single contract.

(Note: Any civil works, either construction or maintenance nature, will be treated as 'similarwork' for interpretation under sl. no. 2 above)

- III. Working capital in the year preceding the year of bid submission not less than 30% of the estimated value (to be judged by adding available credit facility & working capital together, in case documents certifying credit facility from a scheduled Bank is submitted).
- IV. Average annual turnover during last 3 (three) years not less than 30% of the estimated value.

C. The bidder should furnish documentary evidences of satisfactory performances of the similar work by way of submission of completion and performance certificates issued by the Owner.

**D. Financial Eligibility Criteria**

- i) **Legal Constitution & Statutory Compliance:** The bidder must be a legally established entity in India, namely: Sole Proprietorship, Registered Partnership Firm (Partnership Act, 1932), Limited Liability Partnership (LLP Act, 2008), Company incorporated under the Companies Act, 1956/2013, or a Statutory Body.

To ensure statutory and regulatory compliance, the bidder shall submit valid and up-to-date copies of: Trade License, Certificate of Incorporation/Registration, PAN, PF Registration, ESI Registration, Profession Tax Enrolment Certificate, GSTIN, Labour License, Contractor License, as applicable.

- ii) **Audit Reports:** The bidder shall submit Financial Statements for the last three (3) financial years: 2022-23, 2023-24 & 2024-25.

Companies: Audited Financial Statements

Proprietorships/Partnership Firms: Tax Audit Reports

If audited financial statements for FY 2024–25 are not finalized, Provisional Financial Statements certified by an Independent Auditor shall be accepted.

**iii) Tax Compliance:** The bidder shall submit Income Tax Returns (ITRs) for the preceding three (3) financial years.

**iv) Minimum Average Annual Turnover (MAAT):** The bidder must have a MAAT of at least 30% of the tender value, computed over the preceding three (3) financial years.

**v) Working Capital Requirement:** The bidder must have minimum Working Capital equivalent to 30% of the estimated project value, based on the immediately preceding financial year.

Working Capital = Current Assets + Sanctioned Funded Credit Limits – Current Liabilities

To ensure verifiability, the bidder shall submit a Bank Certificate from a Scheduled Commercial Bank indicating sanctioned funded and non-funded credit limits as on the Balance Sheet date.

If Fixed Deposits (FDs) are classified as Current Assets, then details such as FD number, maturity date, and lien/hypothecation status must be certified by the Auditor/CA.

**vi) Positive Net Worth:** The bidder must have positive Net Worth in each of the last three (3) financial years.

Net Worth = Paid-up Capital + Free Reserves – (Accumulated Losses + Intangible Assets). Revaluation reserves shall not be considered.

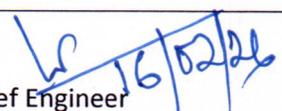
Common Applicability Note for Clauses (iv), (v) & (vi): Where financial figures under MAAT, Working Capital, or Net Worth are unclear, inconsistent, or not conclusively established from the submitted financial statements, WBSEDCL may seek clarifications in the form of certificates issued by a Statutory Auditor/Chartered Accountant with UDIN. This requirement shall apply uniformly to Clauses (iv), (v) and (vi). Wherever the bidder submits Auditor/CA-certified financial statements or certificates, the same must include UDIN for verification, failing which WBSEDCL reserves the right to seek clarification or additional documents.

vii) Valid Statutory Registrations: The bidder shall submit valid statutory registration documents including: Trade License, Certificate of Incorporation/Registration, PAN, PF Registration, Profession Tax Enrolment, GSTIN, etc., as applicable.

viii) Financial Consortium Not Permitted: Participation through any financial consortium, joint financial arrangement, or combining/merging financial credentials of multiple entities is strictly prohibited.

3. Necessary documents as specified in IB.5 of this bid document shall have to be uploaded with the bid for substantiating the eligibility criteria as above.
4. For e-filling of bids, intending bidder shall download bid documents from the website: <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Both Techno-commercial Bid and Price Bid are to be submitted concurrently, duly digitally signed, in the same website within time schedule given below.
5. Earnest Money Deposit shall be mandatorily deposited online through the website <https://wbetenders.gov.in> via Net-banking via Payment Gateway or RTGS/NEFT Payment, as elaborated in the Section "Instructions to Bidders" of the bid document. There is no option for offline submission of EMD through DD/Pay order/Banker's cheque etc. There is no tender cost for this tender.
6. GST is not included in the estimated cost and shall not be considered in the quoted rate of the bidders. It shall be payable extra as per prevailing rules. 1% labourcess under BOCWWC Act 1996 shall be deducted from the contractor's bills. It shall not be paid extra and shall have to be included in the quoted rate of the bidders.
7. WBSEDCL doesn't bind itself to accept the lowest bid and reserves the right to reject any or all the bids or part thereof and also the right to split the work at its discretion without assigning any reason whatsoever.
8. Date and Time Schedule for e-tendering:

Sl. No.	Particulars	Date & Time
1	NIT & other Documents Publishing Date	19.02.2026 at 02:00 PM
2	Documents downloading starting (Online)	19.02.2026 at 02:30 PM
3	Last date & time of submission of quarries for pre-bid meeting	26.02.2026, 12:00 PM
4	Date & time of pre-bid meeting	26.02.2026 at 2:00 PM
5	Bid submission starting (Online)	27.02.2026 at 04:00 PM
6	Bid submission closing (Online)	16.03.2026 up to 04:00 PM
7	Physical BG Submission Date:	18.03.2026 up to 1:00 PM
8	Techno-commercial bid opening (Online)	19.03.2026, 04:00 PM
9	Techno-commercially qualified bidders' list uploading (Online)	To be intimated Later
10	Price bid opening (Online)	

  
Chief Engineer  
Solar Power Generation Department

**INSTRUCTION TO BIDDERS****IB.1. Scope of Work**

Scope of the work under this bid is intended for “Construction of Retaining Wall (with 5 m filling), Store Building (30 m × 20 m), Fencing Work adjacent to Pond Area, Beautification Work near MCR Building, and Infrastructure Enhancement of Jute Seeds Farm F.P. School Building at 112.5 MW WBSEDCL Solar PV Project, Goaltore, West Bengal”, as per WBSEDCL’s drawing, schedule of work and terms & conditions of the tender and instruction of the Controlling Officer, covering the following:

- Construction of Retaining Wall (About 5m Height) for about 225 M lengths around the pond site.
- Construction of Store building of approximately **30 m × 20 m size**, including all finishing works.
- Construction of fencing around the pond area with associated allied works along the pond side
- Beautification work near pond and MCR Building area, including surface finishing and allied works.
- Jute Seeds Farm F.P. School Building Infrastructure development along with submersible pump and allied water supply system work.
- Preparation of soil surface for the construction of RCC work including, tit-bit repair, mending good damages etc. as required.
- All Construction will be done by using M-20 grade of concrete along with necessary reinforcement binding and allied work.

The work is to be executed in phases as per site availability, depending upon the progress of work of Solar PV. There is likely to be adequate time gap between different phases. No extra payment and/ or extra time and/ or claim for idle labour/ material shall be admissible for this.

The scope includes supply of all materials, labour, tools & tackles, carriage, loading, unloading etc. and including all taxes, duties, levies, labourcessetc. (except GST), as required to complete the job in all respect.

**IB.2. Earnest Money**

- a) Deposit 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. 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-fired challan

having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the prefilled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.

- III. **BG: Submission of EMD through BG:** For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in the EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT.

The Bank Guarantee (BG) shall remain valid for a period of 180 (one hundred eighty) days from the date of submission of the tender, with a further claim period of three (03) months.

**A bank detail for purchasing of BG is given below:-**

Bank Name: State Bank of India,  
Bank Branch: Bikash Bhaban G.O.C.,  
Account Name: WBSEDCL,  
Account Number: 36548991592  
IFSC Code: SBIN0007816.

- c) EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. Partial payment through online mode and remaining submission through BG is not allowed.

**d) 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 complicity.
- 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.

**e) Refund/ Settlement of EMD Amount:**

- For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures, upon submission of contract performance guarantee by the contractor and acceptance thereof by WBSEDCL.
- The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz. 033-40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI.
- Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vendor Corner, if not created earlier.

**f) Forfeiture of EMD Amount**

WBSEDCL reserves the right to forfeit the EMD of the successful bidder, in the event of his failure within the period stipulated in the bid document, to -

- ✓ Accept LOI/order unconditionally.
- ✓ Submit and/or sign contract agreement.
- ✓ Submit indemnity bond.
- ✓ Furnish contract performance guarantee, if required as per the order.

**IB.3. Completion Time**

The entire job under the intended contract shall have to be completed within 10 (Ten) months from the date of handover of first phase of site to the contractor.

The work is to be executed in phases as per site availability, depending upon the progress of work of Solar PV. There is likely to be adequate time gap between different phases. No extra payment and/ or extra time and/ or claim for idle labour/ material shall be admissible for this.

**IB.4. Quoted Rate to be Inclusive**

The bidder's quoted rate shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the work to WBSEDCL by the contractor. The quoted rate shall be deemed to include and cover the cost of all equipment, temporary work materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the contractor for execution of the work or any portion thereof.

The bidders' quoted rate shall also include also kinds of taxes, duties, cess, levies and incidental charges, except GST. GST is not included in the estimated cost and shall not be considered in the quoted rate of the bidders. It shall be payable extra as per prevailing rules and rates.

No exemption or reduction of customs duties, excise duties, sales tax, tax on works contract, cess or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body) (except sanction fees levied by Municipal authority/WBF&ES/ Power Utility for issue of sanction in the name of WBSEDCL, which are to be borne by WBSEDCL) will be granted or obtained. All such expenses shall be deemed to be included in and covered in the contractor's quoted rate. The contractor shall also obtain and pay for all permits or other privileges necessary to complete the work.

**IB.5. Documents to be uploaded for substantiating Techno-commercial eligibility**

The intending bidder must upload the following documents with the e-tender for substantiating their techno-commercial eligibility as required as per the NIT:

- a. Valid copy of PAN card, GSTIN registration certificate, EPF registration certificate, updated PTPC.
- b. In substantiating fulfillment of job credential criteria, the bidder must upload completion certificate along with copy of order/LOA & BOQ. The completion certificate must contain reference of order/ LOA (main as well as revised if any), amount of executed work, period of execution and performance.
- c. Substantiation of Working Capital Requirement: To establish compliance with the working capital eligibility criteria, the bidder must upload the authenticated and audited Balance Sheet for the financial year immediately preceding the year of bid submission. In case the bidder intends to meet the requirement through sanctioned credit facilities, a certificate from a Scheduled Commercial Bank, in the prescribed format, clearly indicating the sanctioned credit limits (funded and/or non-funded) as on the bid submission date, must also be uploaded.

Working capital computation: As per prevailing Accounting Standards and accepted financial norms, Working capital represents a company's short-term financial health, specifically its ability to meet immediate obligations. It's calculated as current assets minus current liabilities, indicating the company's liquidity and operational efficiency. Essentially, it's the capital needed to fund day-to-day operations, manage debts, and support ongoing business activities.

Current Assets: These are assets that a company expects to convert into cash within one year. Examples include cash on hand, accounts receivable (money owed to the company by customers), inventory, and short-term investments.

Current Liabilities: These are obligations that a company expects to pay off within one year. Examples include accounts payable (money owed to suppliers), short-term loans, salaries payable, and taxes payable.

- d. Substantiation of Average Annual Turnover Requirement: To demonstrate compliance with the average annual turnover criteria: For bidders subject to statutory audit: Upload the audited financial reports for the last three (3) financial years. For bidders not subject to statutory audit: Upload copies of Income Tax Returns (ITRs) along with all relevant enclosures (Form 3CA and

Form 3CB) for the last five (5) financial years, clearly mentioning the Unique Document Hash (UDH).

**IB.6. Bid Document**

The bid shall contain the following documents in two covers (folders):

(a) Statutory Cover:

1. Bid document as uploaded by WBSEDCL.
2. Document confirming deposition of EMD.
3. Price bid.

(b) Non-statutory Cover: Same as 1A.

Failure to submit any of the above documents will render the bidder liable to be rejected for both statutory & non-statutory cover.

The above non-statutory documents should be arranged in the following manner:

Click the check boxes beside the necessary documents in the My Document list and then click the Tab ‘Submit Non-Statutory Documents’ to send the selected documents to Non-Statutory folder. Next, click the tab “Click to Encrypt and upload” and then click the “Technical” Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-Category Description	Details
A.	Certificate(s)	Certificate(s)	Valid PAN, GSTIN, EPF code, GST return of last month, current PTPC.
B.	Credentials	Credential(s)	Self-attested copies of orders with work completion documents to establish work experience as required in the NIT. Self-attested copies of documents to establish financial credentials as required in the NIT.

Price bid should contain the priced “Bill of Quantities” (BOQ) in one cover (folder).

**IB.7. Bid Validity**

Bids shall remain valid for a period of 180 (one hundred & eighty) days from the scheduled or extended deadline of bid submission, whichever is later. Prior to the expiry of such bid validity period, WBSEDCL may request the bidders for a suitable extension of validity of their bids. A bidder may refuse such request without forfeiting his bid security. Bidders agreeing to such request will neither be required nor be permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of the relevant clause regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

**IB.8. Bid Currency**

All prices shall be considered in Indian Rupees only.

**IB.9. Zero deviation**

Bidders shall note that submission of bids shall be purely based on the terms & conditions of the bid document, together with amendments, if any, issued by WBSEDCL based on the outcome of the pre-bid meeting. Bids with any deviation to the bid conditions shall be liable for rejection.

**IB.10. Amendment of Bid Document**

WBSEDCL reserves the right to modify the bid document at any time by issue of addenda/corrigenda and uploading in the web portal, but not later than 5 (five) days prior to the deadline for submission of bids. Such addenda/corrigenda shall be binding on the bidders and shall have to be submitted as an integral part of the bid. In order to afford prospective bidders reasonable time to take the addenda/corrigenda into account while preparing their bids, WBSEDCL may, at its discretion, extend the deadline for bid submission.

**IB.11. Bid Submission**

Bids shall be submitted online within the stipulated deadline. WBSEDCL may at its discretion, extend the deadline of bid submission by issuing an amendment. In that case all rights and obligations of WBSEDCL & the bidders previously subject to the original deadline shall thereafter be applicable to the extended deadline too.

**IB.12. Bid Withdrawal/Modification**

The bidder may modify or withdraw his bid after submission only within the deadline of bid submission. Modification/withdrawal of bid by any bidder after expiry of deadline of bid submission shall result into forfeiture of their earnest money.

**IB.13. Bid Opening & Evaluation**

- a) Techno-commercial bids shall be opened online on the stipulated date of opening, and thereafter, scrutinized offline together with the status of EMD. After that, the 'Technical Evaluation Summary' shall be published in due course in the web portal, showing the list of techno-commercially qualified bidders and the date & time of price bid opening.
- b) Subsequently, price bids of such qualified bidders shall be opened online on the stipulated date and thereafter, scrutinized offline. Bid positions shall be determined based on total landed price of the bidders. After that, the 'Financial Evaluation Summary' showing the respective bid position of the bidders shall be published in the web portal.
- c) WBSEDCL may, at its discretion, extend the key dates of the bid or cancel the entire bidding process.

**IB.14. Bidder's Site Visit**

Before submitting the bid, the bidders may visit the site, at their own cost, risk & responsibility and obtain all information that may be necessary for preparing the bid.

**IB.15. Cost of Bidding**

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

**IB.16. Formation of Cartel**

Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the parties. Repeated occurrence of such evidence of above bidders may also be viewed seriously by WBSEDCL and penal measures as deemed fit will be imposed on such bidder.

**IB.17. Generation of Vendor Id**

Upon receipt of intimation from WBSEDCL regarding acceptance of his bid, the successful bidder shall have to self-generate his vendor id under WBSEDCL through the web portal:[www.wbsecl.in](http://www.wbsecl.in) under the tab 'Vendor Corner' and email it to the Tendering authority for confirmation. Else, PO cannot be issued.

**IB.18. Liability of Government**

It is expressly understood and agreed by and between bidder/Contractor and WBSEDCL that WBSEDCL is entering into the agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India/Government of West Bengal is not a party to the agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that WBSEDCL is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India/State of West Bengal and general principles of Contract Law. The Bidder/ Contractor expressly agree, acknowledge and understand that WBSEDCL is not an agent, representative or delegate of the Government of India/Government of West Bengal. It is further understood and agreed that the Government of India/Government of West Bengal is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India/Government of West Bengal arising out of this Contract and covenants not to sue to Government of India/Government of West Bengal as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

**IB.19. WBSEDCL's Right to Accept or Reject Bids**

The right to accept the tender will rest with WBSEDCL, who does not bind themselves to accept the lowest bid, and reserves the right to reject any or all the bids received, without assigning any reason whatsoever. WBSEDCL also reserves the discretion to award the work to one bidder or to split the same between more than one bidder. The quoted rate of the bidder shall hold good for such eventualities.

Bids where any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The bid containing uncalled for remarks or any additional conditions are liable to be rejected.

Canvassing in connection with tenders is strictly prohibited and bids submitted by the bidders who resort to canvassing will be liable to rejection.

WBSEDCL reserves the right to accept or reject any bid, and to annul the bid process and reject any or all the 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 bidders or bidder of the grounds for WBSEDCL's action.

**IB.20. Award of Contract**

After approval of bid evaluation by WBSEDCL, it may, at its' sole discretion, invite the successful bidder for a pre-award discussion. After such pre-award discussion and prior to the expiry of validity of bid of the successful bidder, WBSEDCL will notify the successful bidder of acceptance of their bid in writing by issuing a Letter of Award (LOA)/Order.

**IB.21. Process to be Confidential**

The information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process.

The contractor shall not communicate or use in advertising, publicity in any other medium photograph or other reproduction of the works under this contract, or other information, concerning the works.

All documents, correspondence, decisions and other matters concerning the contract shall be considered of confidential and restricted nature by the contractor and he shall not divulge or allow access to these to any unauthorized persons.

**IB.22. Corrupt and Fraudulent Practices**

It is the WBSEDCL's policy to require that bidders observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the WBSEDCL:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "Corrupt practice" means offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

- (ii) “Fraudulent practice” means misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the WBSEDCL, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the WBSEDCL of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) Will cancel the firm’s contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives.
- (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a WBSEDCL contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a WBSEDCL contract; and
- (e) Will have the right to get the firm audited by auditors appointed by the WBSEDCL.
- (f) Will cancel the contract if at any stage it comes to know that the firm has any relation with any of the employees of the WBSEDCL.

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the WBSEDCL

Bidders shall furnish information as described in the Bid document on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract. Bidders shall be aware of the provisions on fraud and corruption stated in the Contract under the clauses indicated in the bid document.

**IB.23. Provision of Joint-venture**

There shall not be allowed of any type of Joint-venture / Consortium for the work.

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**GENERAL CONDITIONS OF CONTRACT****GP.1. Definitions**

In the Contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them:

GP.1.1 -"Commencement Date" means the date of handover of site, unless otherwise specified.

GP.1.2 -"Provisions" means these General Provisions, and the Special Provisions.

GP.1.3- "Contract" means the agreement between the Employer and the Contractor for execution of the work together with contract document incorporating the provisions, Specification, Employer's and Contractor's Drawings, price & other completed Schedules, Bid Proposals, Letter of Award and such further documents as may be expressly incorporated in the Letter of Award and the term 'Contract' shall in such documents be construed accordingly.

GP.1.4- "Contract Agreement" means the document recording the terms of the Contract between WBSEDCL and the Contractor.

GP.1.5- "Contract Price" means the sum stated in the Letter of Award as payable to the Contractor for execution and commissioning of the entire Works under the Scope of Contract subject to such addition & adjustments thereto or deductions there from as may be made pursuant to the contract.

GP.1.6 -"Contractor" or "Agency" means the successful bidder whose Bid has been accepted by WBSEDCL and the legal successors in title to the Contractor and permitted assignee of the Contractor.

GP.1.7- "Contractor's Drawings" means all drawings, samples, patterns, models and operation and maintenance manuals to be submitted by the Contractor in accordance with the Contract.

GP.1.8- "Contractor's Equipment" means all appliances or things of whatsoever nature required for the purposes of execution of work and which are to be provided by the contractor but does not include any equipment or material intended to form part of work.

GP.1.9- "Warranty Period" or "Defect Liability Period" means the period of as mentioned in relevant clause of the bid conditions, during which the contractor is responsible for making good the defects and damages occurred to the work or material thereof in accordance with relevant tender clause.

GP.1.10- "Engineer/Controlling Officer" means an Engineer/ Officer to be appointed by the Employer to act as Engineer/Officer in accordance with relevant tender clause.

GP.1.11- "Employer"/"Purchaser"/ "Owner" means West Bengal State Electricity Distribution Company Limited (WBSEDCL) and the legal successors in title to WBSEDCL and any assignee of WBSEDCL.

- GP.1.12- "Employer's Drawings" means all the drawings and information provided by the Employer to the Contractor under the Contract.
- GP.1.13- "Employer's Representative" means any representative of WBSEDCL appointed from time to time by WBSEDCL to perform the duties of employer.
- GP.1.14- "Final Certificate of Payment" means the certificate to be issued by the Employer in accordance with relevant clause of this bid document.
- GP.1.15- "Force Majeure" shall have the meaning as set forth in relevant clause of this bid document.
- GP.1.16- "Gross Misconduct" means any act or omission of the Contractor in violation of the most elementary rules of diligence which a conscientious Contractor in the same position and under the same circumstances would have followed.
- GP.1.17- "Notification of Award" means notice of acceptance of the bid in writing to the successful bidder, indicating the sum, the purchaser will pay for the work.
- GP.1.18- "Letter of Award" means the formal award by the Employer of the bid incorporating all adjustments or variations to the Bid agreed between WBSEDCL and the Contractor to be issued in accordance with relevant tender clause.
- GP.1.19- "Performance Guarantee"/"Contract Performance Guarantee" means the security to be provided by the Contractor for the due performance of the Contract.
- GP.1.20- The term "Equipment", "Materials", and "Stores" shall mean and include all things to be provided by the Contractor under the Work.
- GP.1.21- "Programme" or "Work Programme" means the Programme to be submitted by the Contractor and any approved revisions thereto.
- GP.1.22- "Risk Transfer Date" means the date when the risk of loss of or damage to the Works passes from the Contractor to WBSEDCL.
- GP.1.23- "Schedule of Prices" means the completed Price Schedules or any part or individual schedule thereof, submitted by the bidder with his Bid and forming a part of the Contract documents.
- GP.1.24- "Site" means the place or places, where Work is to be executed by the Contractor or to which equipment and machinery are to be delivered, together with so much of the area surrounding the same as the Contractor shall with the consent of the Employer use in connection with the work other than merely for the purposes of access.
- GP.1.25- "Specification" means the specification of the Works included in the bid documents and included in the Contract with any modification thereof by employer.
- GP.1.26- "Sub-Supplier"/"Sub-Vendor" means any company (other than the Contractor) for supply of any equipment / material proposed by the intending bidders in their submitted bids with the written consent of the Employer and the Sub-supplier's legal successors in title but not any assignee of the Sub-supplier.

GP.1.27-"Final Acceptance" / "Taking Over Certificate" shall mean WBSEDCL's written acceptance for the work performed after successful commissioning / completion of performance and guarantee tests as specified elsewhere in Bid document or otherwise agreed in the contract.

GP.1.28- "Tender"/"Bid" means the Contractor's complete offer in accordance with bid documents submitted to WBSEDCL for the execution of the Works.

GP.1.29- "Tests on Completion" means the tests specified in the Contract or otherwise agreed by WBSEDCL and the Contractor to be performed before the works are taken over by WBSEDCL.

GP.1.30- "Time for Completion" means the time stated in the "Time Schedule" for completing the Work or any part thereof and passing the Tests on Completion calculated from the Commencement Date unless extended.

GP.1.31-"Variation Order" means any written order, identified as such, issued to the Contractor by WBSEDCL under relevant tender clause.

GP.1.32- "Work" means and include all work covered in the scope of the contract, services as per specifications and completion, erection, testing and putting into satisfactory operation including all supply, transportation, handling, unloading and storage at site.

GP.1.33-"Government" means Government of India or Government of West Bengal, as the case may be.

GP.1.34- Written Communications:

Wherever in the Contract provision is made for a communication to be "written" or "in writing" this means any handwritten, type written or printed communications including telex and facsimile transmission.

GP.1.35- Notices, Consents & Approvals:

Wherever in the Contract, provision is made for the giving of notice, consent or approval by any authorized person, such consent or approval shall not be unreasonably withheld. Unless otherwise specified, such notice, consent or approval shall be in writing and the word "notify" shall be construed accordingly.

## **GP.2. Contract Agreement**

The contractor shall have to enter into a contract agreement with WBSEDCL on non-judicial stamp paper of Rs. 100/- in prescribed format as annexed with the bid document. Copies of the following documents shall form part of the contract agreement:

- a. Copy of bid document, amendments/ relevant correspondences if any.
- b. Copy of order and schedule of work.
- c. Copy of acceptance of order by the Contractor.

The contract agreement shall have to be signed by both parties within 30 (thirty) days from the date of acceptance of order by the Contractor. Power of attorney of the contractor's authorized representative is to be submitted before signing the contract

agreement. The contract agreement shall be signed by both the parties in the original and 2 photocopies. The original agreement shall be retained by WBSEDCL and one copy shall be provided to the contractor. All the costs for execution of contract agreement shall be borne by the contractor. Failure on the part of the contractor to comply with the requirements of this clause will constitute sufficient grounds for the annulment of the award.

**GP.3. Indemnity Bond**

The contractor shall have to submit an indemnity bond to WBSEDCL on non-judicial stamp paper of Rs. 100/- in prescribed format as annexed with the bid document within 7 (seven) days from the date of issue of the order. All the costs for execution of indemnity bond shall be borne by the contractor.

**GP.4. Measurement of works**

The Contractor shall take joint measurement of the executed work at site regularly with the representative of WBSEDCL and record the same in the computerized measurement sheets in approved template (MS excel) of WBSEDCL. WBSEDCL shall have every right to check & verify physically as many items as they desire at any or every level during checking and this shall be binding on the Contractor.

Should the Contractor not attend or neglect or fail to send his representative in taking joint measurements at site, measurement taken by the representative of WBSEDCL shall be final & binding to the Contractor. No objection shall be entertained for such recording of unilateral measurement at site. The Contractor or his representative may at the time of measurements take such notes and measurement as he may require.

It shall be ensured that the method of measurement is in accordance with the contract and as laid down in the PWDSOR/ IS Code. Any points of disagreement with the Contractor pertaining to measurements shall be promptly referred to the decision of the Competent Authority of WBSEDCL. No payment of extra/deviated items as claimed by the Contractor shall be made until they are approved by the Competent Authority of WBSEDCL.

In case of all Running Account (RA) bills, the Contractor shall record an undertaking as "Measurement Accepted" after last entry of measurements. In case of final bill, they shall record an undertaking as "Measurement Accepted in full and final settlement of all documents and claims" after last entry of the final bill. However, this shall not relieve the Contractor from any of his obligations under the contract.

All incidentals and men & equipments required for measurements and checking of measurements shall have to be arranged by the Contractor and costs thereof shall have to be borne by the Contractor. No extra payment shall be made in this regard.

**GP.5. Terms of Payment**

- a) Payment shall be made based on measurements of actual executed work jointly taken by WBSEDCL's representative with the contractor and recorded in the

computerized measurement sheets in approved template (MS excel), along with the bill abstract of WBSEDCL. In addition, the contractor shall have to raise their own GST invoice for their payment.

- b) Mode of measurement shall be guided by the relevant PWDSOR and the CPWD / IS provisions.
- c) If the contractor fails to appear for the joint measurement, ex-party measurement taken by WBSEDCL shall be taken as final and binding on the contractor.
- d) Running Account (RA) bills may be paid, based on reasonable progress of the work as may be decided by the Controlling Officer at his sole discretion, generally for a value not less than 40% of the order value.
- e) In case of RA bills, the contractor shall record an undertaking as "Measurement Accepted" after last entry of measurements. In case of Final Bill, they shall record an undertaking as "Measurement Accepted in full and final settlement of all documents and claims" after last entry of the bill. However, this shall not relieve the contractor from any of his obligations under the contract.
- f) All incidentals and men & equipments required for measurements & checking of measurements shall have to be arranged by the contractor and costs thereof shall have to be borne by the Contractor. No extra payment shall be made in this regard.
- g) Prior to processing any bill, the contractor shall require submitting the following documents:
  - i. EPF challan & insurance coverage upto the penultimate month of the billed period.
  - ii. Documents i.r.o. labour law compliance, including labour license labour declaration as applicable, with attendance record of workers and declaration towards payment of minimum wages to the workers by the contractor.
- h) No payment shall be released without execution of contract agreement & indemnity bond.
- i) Payment shall be made electronically through RTGS/NEFT to the contractor's Bank account as per details to be provided by them. To facilitate this, the bidder will have to fill in the enclosed Mandate Form and submit with the tender alongwith one cancelled cheque (if not already submitted at this Office).
- j) All statutory deductions (viz. Income Tax, Work Contract Tax, Cess etc.) as per Govt. and statutory rules and TDS will be made from the bills during the entire period of contract.
- k) No mobilization advance and secured advance will be allowed.

**GP.6. Goods and Services Tax (GST)**

Prevailing GST rules shall be applicable for the contract, including amendments as may be made by the Govt. from time to time during the contract period. GST is not to be

included in the quoted rate/ contract price and is payable extra as per prevailing rules and rates.

**GP.7. Security Deposit/Performance Security/Contract Performance Guarantee**

For Successful bidders shall have to furnish Performance Bond in the form of Bank Guarantee amounting to 10% of the contract price to guarantee the faithful performance and security of the contract in accordance with all the conditions and terms stipulated herein.

**GP.8. Additional Performance Security**

- i) Additional Performance Security equal to 10% of the ordered value for bid of the items having variation of -20% to -50% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order
- ii) Additional Performance Security equal to 20% of the ordered value for bid of the items having variation over -50% to -80% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order.

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Security Deposit may be in the form of Bank Guarantee issued by any scheduled Bank of India duly approved by Reserve Bank of India in this regard, in which event it would be open to WBSEDCL or its designated Officer to prefer the claim for invocation/encashment of the concerned Bank Guarantee within 6 months from the expiry of the period of such guarantee. Accordingly, there should be an additional claim period of 6 (six) months in each of the Bank Guarantees from the date of expiry of the validity. The B.Gs are to be extended/revalidated by the supplier maintaining the above claim period for delay in physical delivery due to any reason whatsoever.

The Bank Guarantee should be executed in line with enclosed Proforma and on non-judicial stamp paper of Rs.100/=.

**The Security Deposit is liable to be forfeited in case of non-compliance of Purchase Order or failure to complete the Purchase Order. Purchase Order is liable to be cancelled for non-submission of Security Deposit in time with forfeiture of Earnest Money.**

No claim shall be made against WBSEDCL in respect of interest on Security Deposit.

Bank Draft/Pay Order for an amount equivalent to 5% of the ordered value will also be accepted instead of Bank Guarantee.

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**GP.9.**

**Defect Liability Period**

Defect Liability Period shall be 12 (twelve) months from the date of actual completion of the whole work under the contract. The entire work shall be under warranty by the contractor for this period. During this period, the contractor shall be responsible for making good any defect or damage to any part of the work at his own cost and responsibility. The time allowed by the Controlling Officer to the contractor to make good the defects shall be mandatory, failing which the loss or extra cost incurred

by WBSEDCL for such delay/non-performance shall be deducted from the contractor's security money.

**GP.10. Sub-letting of Contract**

The Contractor shall not assign or sub-let the contract or any part thereof without written consent of WBSEDCL. However, even if such consent is given by WBSEDCL, it shall not relieve the contractor from any obligation, duty or responsibility under the contract. In case of sub-letting of the contract or any part thereof, that shall not establish any contractual relationship between WBSEDCL and the approved sub-vendor and shall not affect any of the liabilities and obligations of the Contractor under the contract.

**GP.11. Drawings**

The work is to be carried out as per drawings issued by WBSEDCL, who reserves the right to modify the drawings during the work. The contractor shall have to accept such modifications unconditionally without any extra claim. Sample drawing is attached for reference.

**GP.12. Contractor's Workmen**

Name, address & contact details of the Contractor's workmen shall be communicated in writing to the Controlling Officer before commencement of work to obtain his permission. Any instruction or notice given to the Contractor's representatives shall be deemed to have been given to the Contractor. The Controlling Officer reserves the right to ask the contractor to remove any of the contractor's workmen and replace with suitable substitute(s). The contractor shall also provide photo-identity cards to his workmen at his cost. The contractor shall also depute a suitable site supervisor to monitor the work and to receive instructions from the Controlling Officer and/ or his representative.

**GP.13. Materials**

WBSEDCL shall not supply any material, tools & tackles etc., which shall have to be supplied by the Contractor for the entire job. The materials/items shall be of specified quality & make/brand (as applicable) as per the bid specification/approval of WBSEDCL. Sample approval may have to be obtained from the Controlling Officer, if asked for, at the contractor's expenses.

If the Controlling Officer finds an item to be not of the specified quality or unfit for the work, he shall be at liberty to instruct for removal of such items. The Contractor shall remove the same within 24 hours after such instruction. If the Contractor fails to remove them within such time, the Controlling Officer may remove them anywhere at the Contractor's risk and any cost incurred in doing so shall be deducted from the dues to the Contractor under the contract.

The contractor shall be the custodian of all materials etc. during execution of the job, but WBSEDCL shall have the liberty to inspect the materials any time during the period of contract and give instructions as to their use etc. WBSEDCL will bear no responsibility for the safety & security of the materials and men of the contractor.

**GP.14. Supervision**

No work shall be carried out without the knowledge, prior intimation, approval and checking by the Employer's representatives. Else, WBSEDCL shall have the right to reject such work or accept such work or part thereof with non-admissibility of payment. Recurrence of such incident may attract penal measures on the Contractor as may be decided by WBSEDCL.

For execution of concealed works, the Contractor shall give due notice to the Owner whenever any work is to be buried in the earth, concrete or in the bodies of walls or otherwise becoming inaccessible later on, so that the work can be inspected and correct dimensions can be taken before such burial. In default, the same shall be either opened up for measurement at the Contractor's expense or else, no payment shall be made for the same.

In the event any work carried out by the Contractor is found defective or not in conformity with the specification and/or drawings, the Owner shall reject the work and ask the Contractor to rectify/replace/reconstruct the same free of cost to the Owner. If the Contractor fails to do so, the Owner may:

- a) Rectify/replace/reconstruct such defective work and recover the cost involved from the Contractor, or,
- b) Terminate the contract, with penal measures.

**GP.15. Liquidated Damage**

If the Contractor fails to complete the work within the time specified in the contract or any extension thereof, WBSEDCL shall recover from the contractor as liquidated damage i.e. **"0.143% of the contract value of the works for each calendar day of delay, subject to a maximum of 10% (ten percent) of the contract price of the work."** However, deduction of such liquidated damage shall not relieve the contractor from any of their liabilities under the contract.

**GP.16. Termination of Contract**

If the Contractor neglects or fails to proceed with the work proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time for completion or the extended time approved by WBSEDCL, WBSEDCL shall have right to terminate the contract after giving notice in writing. If the Contractor fails after 14 (fourteen) days of such notice to proceed with the work in the manner notified, WBSEDCL shall terminate the contract and call the Contractor to take joint measurement alongwith the Engineer for the finished portion of work. If the contractor does not appear for a joint measurement, ex party measurement by WBSEDCL will be taken as final & binding on the contractor. In that case WBSEDCL shall take possession of the work site and may engage other agency to complete the work. Extra cost, if incurred by WBSEDCL to get the unfinished work done through other agency, will be realized from the Contractor's pending bills and security money. If the contract is terminated as above, the Contractor shall have no claim for compensation against

WBSEDCL for any loss or deterioration of any materials that the Contractor may have collected or engaged or entered into on account of the work.

**GP.17. Extension of Completion Time**

WBSEDCL may allow extension of completion time upon consideration of the contractor's written prayer, in case of the delay due to the following reasons:

- (a) Extra or additional work done as per advice of the Controlling Officer.
- (b) Suspension of work ordered in writing by WBSEDCL for no fault on the Contractor's part.
- (c) Delay in completion caused for no fault on the part of the Contractor.
- (d) Force Majeure.

In the event of any of the above cause(s), the contractor shall bring the same to the notice of the Controlling Officer, indicating his intention to make a claim for an extension of time, with supporting details. The contractor shall demonstrate, to the Controlling Officer's satisfaction, that they used their best endeavor to avoid or overcome such causes for delay.

**GP.18. Quantity Variation during Execution**

The quantities of various items shown in the schedule of work are provisional. During execution of work, WBSEDCL reserves the right to increase or decrease the quantities of individual items upto any extent, with total variation of the contract price upto ( $\pm$ ) 25% (twenty five percent), without change in unit price or other terms & conditions. The Contractor shall not vary or alter any of the work, without written instruction of the Controlling Officer.

**GP.19. Supplementary Items**

If any item(s) not included in the Schedule of Work is required to be executed during execution of work under instruction of the Controlling Officer, payment of such item(s) shall be made as under:

i). Rates of all extra item(s) shall be decided from the existing item(s) of the PWDSOR(WB) effective on the date of issue of NIT, with contractual premium as per order.

ii) When sl. no. (i) isn't applicable, the rate(s) shall be analyzed based on prevailing market rates of different elements involved in the item(s), based on supporting documents to be submitted by the contractor and accepted by WBSEDCL, with contractor's profit @10%, overhead @5% and cess under BOCWWC Act @1%. In such case, contractual premium shall not be applicable.

WBSEDCL's decision regarding finalization of rate of extra item(s) shall be final and binding upon the contractor.

**GP.20. Compliance of Labour Rules**

(i) Labour License

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

“Principal Employer’s Certificate” in this regard shall be issued by WBSEDCL to facilitate obtaining the license.

The contractor will also have to ensure payment of statutory minimum wage to the workers to be employed for the above work strictly as per W.B. Contract Labour (Regulation & Abolition) Rules, 1972.

(ii) Insurance Coverage for Workmen’s Compensation

WBSEDCL 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 contractor’s employment. The contractor will 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 the contractor for the entire contract period.

(iii) Deduction of Cess Under BOCWWC Act, 1996

The contractor will have to follow the Building and other Construction Workers’ Welfare Act, 1996. Registration of the contractor’s establishment under Section-7 of the Building and other Construction Workers’ (Regulation of Employment and Condition of Service) Act, 1996 is to be made by the contractor. 1% Cess towards BOCWWC Act, 1996 will be deducted from the total amount of each bill to be paid to the contractor.

**GP.21. Electricity, Water & Labour Accommodation**

WBSEDCL shall not provide any space for accommodation of the contractor’s workmen. The contractor shall arrange for accommodation for his labours. Water & electricity for this work shall also be arranged by the contractor at his cost & responsibility. Construction power may be provided for the job on chargeable basis based on meter reading at appropriate rates.

**GP.22. Making Good Defects**

The Contractor shall make good at his own cost and to the satisfaction of WBSEDCL all defects which may appear within the defect liability period. In case of the Contractor’s failure, WBSEDCL may employ other agencies to make good such damages and expenses consequent thereon or incidental thereto shall be borne by the Contractor and such damages, loss and expenses shall be recoverable from the Contractor by WBSEDCL. In the event of the security/retention money being insufficient, WBSEDCL may recover the balance amount from any of the Contractor’s dues under WBSEDCL.

**GP.23. Action and Compensation in case of bad work**

If WBSEDCL finds any portion of executed work not as per Specification & Schedule of Works, WBSEDCL shall reject the work and ask the Contractor in writing to

rectify/replace/reconstruct such portion of work within a specified time frame, which shall be binding on the Contractor. No payment against such portion of work shall be made unless such rectification/replacement/reconstruction has been properly done to the satisfaction of WBSEDCL. In case of failure of the Contractor to do the same within the specified timeframe, WBSEDCL reserves the right to do the same through other agency with recovery of cost from the Contractor, and also to terminate the Contract for such default. Decision of WBSEDCL in this respect shall be final and conclusive.

**GP.24. Clearing the Site**

The work shall be carried out inside a Corp. HQ complex. Therefore, all care should be maintained by the contractor to do the work without disturbing the Company's establishments within the compound as much as possible. In the event of any damage to the Company's properties, the contractor shall be liable to compensate the same at his cost.

During execution and after completion of work, the work site should be cleaned regularly and kept in tidy condition. No dismantled items, rubbish etc. and/or surplus materials shall be stacked inside VidyutBhavan complex. The contractor must remove the same immediately out of the complex as per applicable Municipal rules. Else WBSEDCL shall remove the same through other agency and cost thereof plus 20% penalty shall be deducted from the contractor's dues. On completion of the work, the Contractor shall remove all surplus material & equipment and leave the whole site in clean and tidy condition to the satisfaction of the Controlling Officer.

**GP.25. Night and Holiday Work**

The Contractor may have to work at night, beyond WBSEDCL's normal office hours and also on Sundays & Holidays, with prior permission of the Controlling Officer, at no extra claim.

**GP.26. Liability of Accidents and Damage**

Until the completed work is taken over by WBSEDCL, the Contractor shall be liable for and shall indemnify WBSEDCL in respect of all injury to person or damage to property resulting from the negligence of the contractor or his workmen or sub-contractor or from defective workmanship etc.

**GP.27. Language and Measurement**

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

**GP.28. Other Agencies working at Site**

The Contractor shall have to execute the work in such place and conditions where other agencies may have been engaged for other works. No claim shall be

entertained due to work being executed in the above circumstances and in the above manner.

**GP.29. Idle Labour/Machinery**

No claim for idle labour and machinery, additional establishment cost, hire and labor charges of tools & plants would be entertained under any circumstances.

**GP.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 the Contractor, within 10 (ten) days from the beginning of such delay, notifies WBSEDCL in writing of the cause of delay. WBSEDCL shall verify the facts and grant such extension as found to be justified without imposing liquidated damage.

WBSEDCL shall not be responsible or liable to pay any compensation for any interruption in the Contractor's 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. WBSEDCL 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.

**GP.31. Disputes**

Any dispute or difference in connection with the contract shall, to the extent possible, be settled amicably between the parties.

If any dispute or difference of any kind whatsoever arises between WBSEDCL and the Contractor, it shall, in the first place, be referred to and settled by the Officer (who may be an Employee of WBSEDCL) to be appointed by WBSEDCL, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to WBSEDCL and the Contractor.

Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until completion of the entire work under the contract and shall forthwith be given effect to by the Contractor who shall comply with all such decisions with all due diligence.

Disputes with reference to this contract shall not relieve the Contractor of his obligation to proceed with the work in accordance with WBSEDCL's decision or instruction, nor relieve WBSEDCL of any of his obligations under the contract.

The law which is to apply to the contract and under which the contract is to be constructed shall be Indian Law within the jurisdiction of Kolkata High Court.

**GP.32. Completion of contract**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have completed on expiry of the defect liability period.

**GP.33. Price variation**

The rate quoted by the bidder shall remain firm throughout the entire contract period including extended period, if any. No price variation shall be allowed for any reasons whatsoever.

**GP.34. Taxes and Duties**

The Contractor shall be solely responsible for the taxes that may be levied on his persons or on earnings of any office employee and shall hold WBSEDCL indemnified and harmless against any claims that may be made against WBSEDCL. WBSEDCL shall not take any responsibility whatsoever 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.

The Contractor shall be solely responsible for all taxes (except GST), duties, levies, cess all types of statutory Govt. obligations incurred until completion of the total work and handed over to WBSEDCL.

The Contractor shall be responsible for Labour Welfare Cess applicable on the value of the Contract under BOCW (RECS) Act 1996 and Building & Other Construction Workers Welfare Cess (BOCWWC) Act 1996 (and subsequent amendments thereof), which is to be deducted at source incurred until completion of the total work and handed over by WBSEDCL for deposition into Govt. Welfare Fund.

The Contractor shall have to agree to and accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, Octroi etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, Octroi etc. now in force and hereafter increased, imposed or modified, from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance of all Sub-Contractor (if allowed for engaging by WBSEDCL), with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. The Contractor shall further agree to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by Contractor or Sub-Contractor (if allowed for engaging by WBSEDCL) of such laws, suits or proceedings that may be brought against WBSEDCL arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

**GP.35. Liability of Accidents and Damage**

The Contractor shall be responsible for the loss, damage or depreciation of the Company's property, materials, documents, and drawings etc. while in their custody and until the same is taken over by the Company.

Until the completed work is taken over by the Company the contractor shall also be liable for and shall indemnify the Company in respect of all injury to person or damage to property resulting from the negligence of the Contractor or his engineers/supervisors or his workmen or from defective workmanship etc.

**GP.36. Indemnity**

If any action is brought before a Court, Tribunal or any other Authority against WBSEDCL or an officer or Consultants (engaged by WBSEDCL for the Project) or representative of WBSEDCL, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractor's ( if allowed to engage by WBSEDCL) in connection with any claim based on lawful demands of Sub-Contractor's workmen suppliers or employees, the Contractor, shall in such cases indemnify and keep WBSEDCL and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

**GP.37. Compliance of Laws**

The Contractor shall, in all matters arising in the performance of the Contract, comply with in all respects, give all notices and pay all fees required by the provisions of any National or State statute, ordinance or other law or any regulation or bye-law of any duly constituted authority. The Contractor shall adhere to the Statutory Provisions under Payment of Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Employee's Provident Fund & Miscellaneous Provisions Act, Workmen's Compensation Act and other relevant Statutes. Non-compliance of the statutory provisions i.r.o. Contract labour engaged in the job may attract penal action against the Contractor from the Law Enforcing Authorities. All liabilities arising out of the non-compliance of the Law of the Land will have to be borne by the Contractor and WBSEDCL will not be responsible in any manner whatsoever for the same.

**GP.38. First-Aid and Industrial Injuries**

The Contractor shall maintain first-aid facilities for their men and those of the sub-contractor. They shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Owner.

All critical industrial injuries shall be reported promptly to Owner, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to WBSEDCL.

**GP.39. Dismantling and General safety**

In respect of all labour employed in the work the Contractor shall, at their expense, arrange for all the safety provisions as per safety codes of CPWD, the Electricity Act and all such other Acts as applicable. The Contractor shall not employ men below the age of 18 years.

When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Controlling Officer/ Safety Officer of WBSEDCL.

Notwithstanding the above clauses there is nothing in these to exempt the Contractor for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

In addition to the above, the Contractor shall abide by the safety code provision as per CPWD(Safety codes and Indian Standard Safety Codes from time to time.)

**ANNEXURE-1****BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE**

(To be stamped in accordance with Stamp Act)

Ref. No. \_\_\_\_\_

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

Date \_\_\_\_\_

To

The Chief Engineer,  
Solar Power Generation Department  
Data Centre Complex, 3rd floor, Action Area I,  
Newtown, Rajarhat, Kolkata- 700156  
e-mail:cesolar@wbasedcl.in

Dear Sir,

In consideration of West Bengal State Electricity Distribution Company Limited (hereinafter referred to as WBSEBDCL) which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns having awarded to M/s. \_\_\_\_\_ with its Registered/Head office at \_\_\_\_\_ (hereinafter referred to as the Contractor) which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns, a Contract by issue of Order No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ (Name of work) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract to 10 (ten) % (percent) of the value of the Contract to WBSEDCL, we \_\_\_\_\_ (Name and Address of Bank) having the 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 WBSEDCL on demand any and all money payable by the Contract to the extent of \_\_\_\_\_ as aforesaid at anytime upto \_\_\_\_\_ (day/month/year) with a further claim period of 3 (three) months beyond this date or extended date whichever is later without any demur, reservation, contest recourse or protest and or without any reference to the Contractor. Any such demand made by WBSEDCL on the Bank shall be conclusive and binding notwithstanding any difference between WBSEDCL and the Contractor or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of WBSEDCL and further agrees that the guarantee herein contained shall continue to be enforceable till the WBSEDCL discharges this guarantee.

WBSEDCL shall have the liberty without affecting in any way the liability of the Bank under this guarantee from time to time extend the time for performance of the Contract by the Contractor. WBSEDCL 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 Contractor and to exercise the same any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between WBSEDCL of its liberty with reference to the matters aforesaid or any of them or by reasons or any other acts of omission or commission on the part of WBSEDCL or any other indulgence shown by WBSEDCL by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.

The Bank also agrees that WBSEDCL at its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the First instance without proceeding may have in relation to Contractor's liabilities.

Notwithstanding anything contain herein above our liability under this guarantee is restricted to \_\_\_\_\_ and shall remain in force upto and including \_\_\_\_\_ with a further claim period of 3 (three) months beyond this date or extended date whichever is later and shall be extended from time to time for such period, as may be desired by the Contractor on whose behalf this guarantee has been given.

All rights of the WBSEDCL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless WBSEDCL brings any suit or section to enforce a claim under this guarantee against the Bank within six months from the above mentioned date or from the extended date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_

Witness:

\_\_\_\_\_

(Signature)

(Signature)

\_\_\_\_\_

(Name)

(Name)

(Designation with Bank)

\_\_\_\_\_

(Official address)

Attorney as per power of Attorney

Stamp:

\_\_\_\_\_

Dated:

No. \_\_\_\_\_

**ANNEXURE-2**

**BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

To  
The Chief Engineer,  
Solar Power Generation Department  
Data Centre Complex, 3rd floor, Action Area I,  
Newtown, Rajarhat, Kolkata- 700156  
e-mail:cesolar@wbsedcl.in

WHEREAS ..... (Name and address of the Contractor) (Hereafter called "the Contractor") has submitted a tender, in pursuance of your Tender Notice No. .... Dated ..... to execute ..... (Name of work) (Hereinafter called "the Contract").

AND WHEREAS it was stipulated in the conditions of the said Tender Notice that the Contractor shall furnish you a Bank Guarantee by a Scheduled Bank for a sum amounting to 10% (ten percent) of the bid value of the Contractor for 'ADDITIONAL PERFORMANCE SECURITY 'before issuance of the order for compliance with his obligation in accordance with the Contract.

NOW WHEREAS we ..... (Name of the Bank and branch) have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we ..... (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 Rs. ....(amount of guarantee) ..... (In words). We undertake to pay you, upon your first written demand and without cavil of argument, a sum within the limits of Rs. ....(amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We ..... (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 ..... (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 thereunder and the contractor(s) shall have no claim against us for making such payment.

We ..... (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 thereunder 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 ..... (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 the stated contract plus claim period of 3 (three) months for the Bank Guarantee. Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs..... (Rupees .....) and unless a claim in writing is lodged 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 ..... at.

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

(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-3****INDEMNITY BOND****(To be executed on a Rs.100/- Non judicial Stamp Paper)**

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 Indian Company's act having registered office at VidyutBhavan, Block-DJ, Sector-II, Salt Lake City. Kolkata – 700091 (hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns.

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

And whereas according to the condition of the contract the OBLIGOR / OBLIGORS is/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 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.

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

9. THAT the OBLIGOR / 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	..... .....

**ANNEXURE-4**  
**CONTRACT AGREEMENT**

(To be executed on a Rs.100/- Non judicial Stamp Paper)

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 Head Office at "VidyutBhavan", Block-DJ, Sector-II, Salt Lake City, Kolkata-700091, hereinafter referred to as the "Company" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART.

AND

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

WHEREAS the Company 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 Price bid was opened on ..... (The tender offer is in custody of the Company at present).

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

NOW THEREFORE, The Company and the Contractor agree as follows:

1. The Contractor agrees to undertake the work of "....." as per Letter of Award/Order no. .... dt ..... referred to above.
2. The Company agrees to pay the contractor as per the Letter of Award no ..... dt .....referred to above.
3. Both the Contractor and the Company 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, Kolkata.

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

SIGNED, SEALED AND DELIVERED

..... Contractor	..... Company
..... Witness	..... Witness
..... Witness	..... Witness

**ANNEXURE-5**

**MANDATE FORM BY VENDOR FOR RTGS/NEFT PAYMENTS**

(To Be Filled in Block Letters and Submitted in Hard Copy with Earnest Money)

1. Name of the Vendor: .....
2. ERP Vendor No. under WBSEDCL (If any): .....
3. Vendor Type: Company/Partnership/Proprietorship/Self-Help Group/HUF/Others (To be specified)
4. Address: .....
5. Telephone No & Fax No: .....
6. Mobile No: .....
7. E-Mail: .....
8. PAN: .....
9. GST Registration.: .....
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 (Whether SB or Current): .....
  - vi) Account No. : .....
  - (vii) Bank's MICR Code: .....
  - (viii) Bank IFS Code: .....

11. Declaration of the Vendor:

I hereby declare that the particulars given above are correct and incomplete. 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.

**ANNEXURE-6**

**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / BID SECURITY**

*(To be executed on Non-Judicial Stamp Paper of ₹100/- in the name of the issuing bank)*

**Ref. No.:** .....

**Bank Guarantee No.:** .....

**Date:** .....

**To**

The .....

.....

.....

West Bengal

**Dear Sirs,**

In accordance with the Invitation to Bid under your Bid No. ...., M/s ..... having its Registered/Head Office at ..... (hereinafter called the *Bidder*), wish to participate in the said Bid of .....

And you, as a special favour, have agreed to accept an **irrevocable and unconditional Bank Guarantee** for an amount of ..... (in words .....) valid up to ..... on behalf of the Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

We, the ..... Bank (Name) at ..... (Address), having our Head Office at ....., hereby guarantee and undertake to pay immediately on demand by *West Bengal State Electricity Distribution Company Ltd.* the amount of ..... (in words .....) without any reservation, protest, demur or recourse.

Any such demand made by the said *Owner* shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to six (06) calendar months with a claim period of three (03) months from the date of opening of the Technical Bid.

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

IN WITNESS WHEREOF, the Bank, through its authorized officer, has set its hand and stamp on this ..... day of ....., 20..... at .....

**WITNESS**

1. (Signature).....

Name: .....

Official Address: .....

2. (Signature).....

Name: .....

Official Address: .....

**ANNEXURE-6**

**PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT/ FACILITIES**

(To be given by banker of bidder)

**BANK CERTIFICATE**

This is to certify that M/s..... (FULL NAME AND ADDRESS) who are submitting their Bid to ..... against their tender specification vide Ref. No..... and date..... is our customer for the past .....years.

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

SI.No.	TYPE OF FACILITY	SANCTIONED LIMIT AS ON DATE	UTILIZATION AS ON DATE.....
	Fund Based		
	Non-Fund Based		

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

Name of Bank .....

Name of authorized Signatory .....

Designation .....

Phone No .....

Address .....

**SEAL OF THE BANK**