

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED
(A Government of West Bengal Enterprise)

Tender Document for Annual Maintenance Contract of

“Daily, periodical and annual inspection & round-the-clock maintenance job of 4 x 12.75 MW Pelton type Turbo Generator Sets & associated electro-mechanical installations along with illumination, UPS & batteries, DG and complete power & control circuits, within power house and
132/33/11 KV Sub-station including all electrical and structural components and intake, forebay, tailrace gates with all electro-mechanical components at Rammam Hydel Project, St-II, WBSedCL”

for 24 Months from 1st April 2025 to 31st March 2027.

NIT No: PM/RMM/NleT/ELECT/2024-25/22

DATE: 23.12.2024



Office of The Project Manager
Rammam Hydel Project, Stage - II, WBSedCL
Administrative Building, Dovan
Lodhamahat, Darjeeling-734201
e-mail – pm.rhp@wbsedcl.in
website – www.wbsedcl.in

These documents are meant for the exclusive purpose of bidding against this NIT and shall not be transferred, reproduced or otherwise used for purposes other than that for which they are specifically issued.

TABLE OF CONTENT

CHAPTER – 1: NOTICE INVITING E-TENDER	4
CHAPTER – 2: INSTRUCTION TO BIDDERS.....	7
ITB-1. REGISTRATION OF THE BIDDER	7
ITB-2. DIGITAL SIGNATURE CERTIFICATE	7
ITB-3. AVAILABILITY OF TENDER DOCUMENTS.....	7
ITB-4. ELIGIBILITY OF BIDDERS.....	7
ITB-5. COST OF THE BIDDING DOCUMENT	8
ITB-6. CLARIFICATION OF BIDDING DOCUMENTS	8
ITB-7. AMENDMENT OF BIDDING DOCUMENTS	8
ITB-8. LANGUAGE AND MEASUREMENTS	9
ITB-9. SUBMISSION OF BID.....	9
ITB-10. BID DOCUMENTS SUBMISSION STRUCTURE	9
ITB-11. DISQUALIFICATION / INELIGIBILITY OF BIDDERS.....	11
ITB-12. BID SECURITY / EARNEST MONEY.....	12
ITB-13. FORFEITURE OF EARNEST MONEY / BID SECURITY	12
ITB-14. PERIOD OF BID VALIDITY	13
ITB-15. OPENING AND EVALUATION OF TENDER	13
ITB-16. PROCESS TO BE CONFIDENTIAL	14
ITB-17. RIGHT TO ACCEPT ANY OR REJECT ANY OR ALL OFFERS	14
ITB-18. LETTER OF INTENT (LOI).....	14
ITB-19. PERFORMANCE BANK GUARANTEE / CONTRACT PERFORMANCE GUARANTEE	15
ITB-20. FORFEITURE OF PERFORMANCE SECURITY	15
ITB-21. LETTER OF AWARD (LOA)	15
ITB-22. HOLIDAY LISTING AND VENDOR RATING.....	16
CHAPTER – 3: GENERAL CONDITION OF CONTRACTS (GCC)	17
GCC-1. SCOPE OF WORK.....	17
GCC-2. CONTRACTOR’S RESPONSIBILITIES	17
GCC-3. GOVERNING LAW	17
GCC-4. SETTLEMENT OF DISPUTES	17
GCC-5. JURISDICTIONAL MATTER.....	18
GCC-6. CONTRACT PERIOD	18
GCC-7. CONTRACT AGREEMENT.....	18
GCC-8. EXTENSION OF CONTRACT PERIOD	18
GCC-9. LIQUIDATED DAMAGE.....	18
GCC-10. RISK AND INSURANCE	18
GCC-11. CONTRACT PRICE	19
GCC-12. TERMS OF PAYMENT	19
GCC-13. TAXES AND DUTIES	20
GCC-14. ENGINEER-IN-CHARGE.....	20
GCC-15. CONTROLLING OFFICER.....	20
GCC-16. SUPERVISING OFFICER.....	20
GCC-17. STATUTORY OFFICER.	20
GCC-18. PAYING AUTHORITY.	20
GCC-19. TERMINATION	20
CHAPTER – 4: SPECIAL CONDITIONS OF CONTRACT	21
SCC.1. SITE LOCATION	21
SCC.2. SITE CONDITION.....	21
SCC.3. OBJECTIVE	21

SCC.4. SCOPE OF WORK	21
SCC.5. BRIEF DESCRIPTION OF THE WORK SITE.....	23
SCC.6. TOOLS & TACKLES.....	23
SCC.7. WORKSHOP	23
SCC.8. MATERIAL HANDLING	24
SCC.9. ACCOMMODATION.....	24
SCC.10. ELECTRICITY.....	24
SCC.11. STATUARY OBLIGATION RELATING TO THE MANPOWER SETUP.	24
SCC.12. SAFETY / PPE (PERSONAL PREVENTIVE EQUIPMENT)	26
SCC.13. MANPOWER SETUP.....	27
SCC.14. DEDUCTION OF PAYMENT	28
CHAPTER – 5: FORMS & PROFORMA	29
FORM 1: BID FORM	29
ATTACHMENT – 1	32
ATTACHMENT – 2	33
ATTACHMENT – 3	34
FORM 2: FORMAT FOR BANK GUARANTEE FORM FOR PERFORMANCE SECURITY.....	35
FORM 3: EXTENSION OF BANK GUARANTEE	38
FORM 4: FORMAT FOR CONTRACT AGREEMENT	39
FORM 5: FORMAT FOR INDEMNITY BOND	41
FORM 6 : LIST OF MANDATORY DOCUMENTS	43

CHAPTER – 1: NOTICE INVITING E-TENDER

RAMMAM HYDEL PROJECT, ST-II, WBSEDCL
O/o The Project Manager
Administrative Building, Dovan, P.O. – Lodhamahat Darjeeling – 734201

NIT No: PM/RMM/NleT/ELECT/2024-25/22

DATE: 23.12.2024

Online e-tenders in two-cover system [i) Technical Bid and ii) Financial Bid] with item-wise basis are invited by The Addl. Chief Engineer & Project Manager, Rammam Hydel Project, Stage - II, WBSEDCL, Lodhamahat, Darjeeling-734201 from bona-fide eligible, resourceful and experienced contractors of State / Central Govt., State / Central Govt. Undertaking, Statutory Bodies constituted under the statute of Central / State Govt. Who have more than 01 (one) year experience in operation and maintenance of Hydel (not below 5MW of each unit) and its auxiliaries and experience of construction/ maintenance of 132KV Substation equipment for Annual Maintenance Contract of “Daily, periodical and annual inspection & round-the-clock maintenance job of 4 x 12.75 MW Pelton type Turbo Generator Sets & associated electro-mechanical installations along with illumination, power and control circuits within power house and 132/33/11 KV Sub-station including all electrical and structural components and intake, forebay, tailrace gates with all electro-mechanical components at Rammam Hydel Project, St-II, WBSEDCL” for 24 Months from 1st April 2025 to 31st March 2027 at Rammam Hydel Project, Stage-II, WBSEDCL, Lodhamahat, Darjeeling-734201.

1. Name of Work: Daily, periodical and annual inspection & round-the-clock maintenance job of 4 x 12.75 MW Pelton type Turbo Generator Sets & associated electro-mechanical installations along with illumination, UPS & batteries, DG and complete power & control circuits, within power house and 132/33/11 KV Sub-station including all electrical and structural components and intake, forebay, tailrace gates with all electro-mechanical components at Rammam Hydel Project, St-II, WBSEDCL for 24 Months from 1st April 2025 to 31st March 2027.
2. Estimated Amount: **Rs. 1,19,31,808.00/- (Rupees One Crore Nineteen Lacs Thirty-One Thousand Eight Hundred Eight Rupees only)**, without GST
3. Earnest Money: **Rs. 2,98,295.00/- (Rupees Two Lacs Ninety-Eight Thousand Two Hundred and Ninety-Five only).**
4. Eligibility Criteria: The Bidder must possess minimum eligibility criteria as mentioned below:
 - a. The bidder should possess experience in completing
One similar nature of work (Operation & Maintenance/ Installation & Commissioning/ Overhauling of Hydro Power Plant having Capacity Not less than 5 MW) of value not less than 50% of estimated cost i.e., Rs. 59,65,904.00/- (Rupees Fifty-Nine Lacs Sixty-Five Thousand Nine Hundred Four only) in a financial year during last Five (05) years in single contract.

Or

Two similar nature of works (Operation & Maintenance/ Installation & Commissioning/ Overhauling of Hydro Power Plant having Capacity Not less than 5 MW) of value not less than 40% of estimated cost i.e., Rs. 47,72,723.00/- (Rupees Forty-Seven Lacs Seventy-Two Thousand Seven Hundred and Twenty-three only) in a financial year during last Five (05) years in single contract.
 - b. Annual turnover should be at least Ninety (90) Lakh Rupees in any financial year during the last Three (03) years.
 - c. The tenderer must possess & submit the following documents along with the bid.
 - Proof of experience as per Sl. No. 4.a above.
 - Proof of Annual turnover as per Sl. No. 4.b above duly certified by CA.

- Valid Electrical Contractor's License along with valid Supervisory Competency Certificate for voltage level not less than 132 KV including that for 11 KV UG cable.
- Employees' Provident Fund (Registration).
- GST Registration Certificate. (Apart from GST registration certificate, the vendor shall have to mandatorily furnish last 2 (two) years GST return.)
- Trade License.
- Up to date P. Tax challan.
- PAN No. & IT Return for last three (03) years.
- Balance sheets for last three (03) financial years.
- MSME Certificate, if applicable.

The Bidder shall have to produce original copy of the documents i.r.o. eligibility criteria, if so, required by WBSEDCL. Any discrepancies found by the tender inviting authority may lead to rejection of the bid and forfeiture of the earnest money.

5. Key Dates:

SL No.	Description	Date and Time
1	Publishing Date	02.01.2025 at 11:00 Hrs.
2	Document Download Start Date	02.01.2025 at 11:00 Hrs.
3	Pre-Bid meeting	07.01.2025 at 11:00 Hrs.
4	Bid Submission Start Date	08.01.2025 at 11:00 Hrs.
5	Bid Submission End Date	29.01.2025 at 14:00 Hrs.
6	Date of technical bid opening	03.02.2025 at 11:30 Hrs.
7	Date of financial bid opening	To be intimated later

- 6.** The Intending bidders may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary Earnest Money Deposit (EMD) should be submitted through online only. The Interested bidders may submit the bids online at <https://wbtenders.gov.in>. Bids are to be submitted online only. All the documents in support of bid are also to be scanned and uploaded along with the tender document. Bid submitted/sent by any other mode will not be accepted.

7. Scope of Work: The Scope of work under this contract is broadly detailed below:

- a. Daily, Weekly, Monthly, Periodical and Annual Inspection & Round-the-clock Maintenance of Turbo-Generator Sets (4x12.5 MW) and auxiliaries along with other Electro-mechanical equipment and accessories inside Powerhouse at Rammam Hydel Project St-II.
- b. Daily, Weekly, Monthly, Periodical and Annual Inspection & Round-the-clock Maintenance of control and power circuits including illumination, battery chargers & batteries, DG, 11KV Generator breaker and panel, EOT crane, various UPS and different types of control and power panels inside Powerhouse at Rammam Hydel Project St-II.
- c. Daily, Weekly, Monthly, Periodical and Annual Inspection & Round-the-clock Maintenance of 132/33/11 KV Switchyard & Switchyard equipment including Transformers, CTs, PTs, LA, Light fittings and fixtures including other equipment, accessories & structures at the substation associated with Rammam Hydel Project St-II.
- d. Daily, Weekly, Monthly, Periodical and Annual Inspection & Round-the-clock Maintenance of the 2 numbers of intakes along-with different valves, intake gates and motors, Forebay, Tailrace Gates, Penstocks etc. including other associated electro-mechanical equipment, structures and accessories at Rammam Hydel Project St-II.

For detailed scope of work, the bidders are requested to go through Cl. No. SCC-4.

8. **Validity:** The tender shall be valid for one hundred and eighty (180) days from the date of opening of technical bid. If the bidder modifies/withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of Earnest Money Deposit (EMD).
9. Conditional / Incomplete tender will not be accepted under any circumstances.
10. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other document submitted by the bidder is incorrect / manufactured / fabricated, or false at any stage, that bidder would not be allowed to participate in the tender and his Tender will be rejected with forfeiture of earnest money and legal action, if deem fit, may be taken against him.
11. The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tender(s). WBSEDCL reserves its right to take decision keeping its financial interest. Bidders are requested to submit their bid keeping in mind of this point.
12. WBSEDCL reserves the right to:
 - Amend the scope of work to be tendered.
 - Reject any or all the offers without assigning any reason whatsoever at any time prior to the Award of Contract, without thereby incurring any liability to the affected bidder(s); and
 - Cancel the bidding process and reject all bids, without assigning any reasons thereof.

WBSEDCL will not be liable for any such actions. However, the bidder(s), who wish to seek reasons for such decision of cancellation / rejection, shall be informed by WBSEDCL unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India; the security, strategic, scientific or economic interest of the State; relation with foreign state or lead to incitement of an offence.

13. WBSEDCL reserves the right to assess the bidders' capacity and capability to perform the contract and may relax or upgrade or modify the qualifying requirements at any stage, if required.
14. No price preference will be allowed to any agency / supplier / contractor based on the size of the company or its geographic location. Co-operative Society / MSME will not be considered with separate status. MSMEs are not exempted from submission of EMD.
15. For detailed information and terms and conditions of this tender, Bidders are requested to go through Instruction to Bidders (ITB), General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and Forms and Proformas provided with this tender.
16. In case of any query regarding the tender document, the bidder(s) may contact on or before the last date of submission of query (as mentioned above):

The Addl. C.E. & Project Manager
 RHP, St-II, WBSEDCL
 Administrative Building, Dovan
 P.O: Lodhomahat, Dist.: Darjeeling, Pin – 734201
 Ph. No.: 9434238134, 8900794062
 West Bengal State Electricity Distribution Company Limited (WBSEDCL)
 P.O: Lodhomahat, Dist.: Darjeeling-734201
 Website : www.wbsedcl.in
 Email id : pm.rhp@wbsedcl.in

CHAPTER – 2: INSTRUCTION TO BIDDERS

For understanding different terms and conditions in this bidding document “Employer/ WBSEDCL”, wherever appeared, shall mean ‘West Bengal State Electricity Distribution Company Limited’; “Bidder/ Agency/ Vendor/ Tenderer” shall mean ‘the company who is willing to participate in this bid’.

ITB-1. Registration of the Bidder

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

ITB-2. Digital Signature Certificate

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

ITB-3. Availability of Tender Documents

The bidder can search & download the NIT & Tender Document(s) electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents. Strictly, no physical mode is applicable for this tender.

ITB-4. Eligibility of Bidders

a. Submission of Earnest Money / Bid Security

Bids from those bidders who have not submitted the earnest money deposit (EMD) (Cl. No. 12 of ITB) within the stipulated date and time shall not be considered.

b. Qualification Criteria: The bidder should possess experience in successfully executing -

One similar nature of work (Operation & Maintenance/ Installation & Commissioning/ Overhauling of Hydro Power Plant having Capacity Not less than 5 MW) of value not less than 50% of estimated cost i.e., Rs. 59,65,904.00/- (Rupees Fifty-Nine Lacs Sixty-Five Thousand Nine Hundred Four only) in a financial year during last Five (05) years in single contract.

Or

Two similar nature of works (Operation & Maintenance/ Installation & Commissioning/ Overhauling of Hydro Power Plant having Capacity Not less than 5 MW) of value not less than 40% of estimated cost i.e., Rs. 47,72,723.00/- (Rupees Forty-Seven Lacs Seventy-Two Thousand Seven Hundred and Twenty-three only) in a financial year during last Five (05) years in single contract.

Annual turnover should be at least Ninety (90) Lakh Rupees in any financial year during the last Three (03) years.

c. The bidder should not have been banned / de-listed / black listed / debarred from business by any PSU / Govt. Department / Semi-Govt. / Govt. Undertakings / Enterprise etc. during last Five (05) years reckoned from the date of this NIT Publication. Self-declaration in this regard is to be submitted as per Proforma enclosed at Attachment – 2 to Form – 1 of Chapter – 5, Forms & Proforma.

d. Bidder must have registered office in India.

- e. Valid Electrical Contractor License of Class-A or Class-B category and/or Valid Electrical Supervisory License of Class-A category. The contractor should have experience of work in voltage level not less than 132KV including 11KV Cables and associated accessories.
- f. Required Documents:
- Proof of experience as mentioned in **Cl. No. ITB-4b**.
 - License and associated documents as per **Cl. No. ITB-4e**.
 - Employees' Provident Fund (Registration).
 - GST Registration Certificate (Apart from GST registration certificate, the vendor shall have to mandatorily furnish last 2 (two) years GST return.)
 - Trade License.
 - Up-to-date P. Tax challan.
 - PAN No. & IT Return for last three (03) years.
 - Balance sheets for last three (03) financial years.
 - MSME Certificate, if applicable.

ITB-5. Cost of the Bidding Document

Cost of bidding document against this tender is EXEMPTED for all bidders.

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

ITB-6. Clarification of Bidding Documents

The bidder shall be deemed to have carefully examined the bidding document and also to have been satisfied him as to the nature and character of the system against the contract, and all relevant matters & details. Should there be any discrepancy or, obscurity in the meaning of any of these clauses of the e-Tender document or if there be any query of the intending bidder, the bidder(s) may participate in the pre-bid meeting on stipulated date or contact on or before the last date of submission of query:

The Addl. C.E. & Project Manager
RHP, St-II, WBSEDCL
Administrative Building, Dovan
P.O: Lodhomahat, Dist.: Darjeeling, Pin – 734201
Website : www.wbsedcl.in
Email id : pm.rhp@wbsedcl.in
Contact No. : 9434238134, 8900794062

Any modifications of the bidding documents, which may become necessary as a result of the queries submitted by the bidder(s), shall be made by the Employer exclusively through an amendment pursuant to **Cl. No. ITB-7**.

ITB-7. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Tender Inviting Authority may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective bidder, amend the bidding documents. Any corrigendum, notification concerned to this NleT will be published in the e-tender portal <https://wbtenders.gov.in>. The bidders are therefore advised to follow the website regularly for such corrigendum, notification etc.

The bidders are requested to visit the web portal once again before the due date of tender submission to ensure that they have not missed any corrigendum / addendum uploaded against the said tender. The responsibility of downloading the related corrigendum / addendum, if any, will be that of the bidder. No separate intimation in respect of corrigendum / addendum to this tender (if any) will be sent to bidder(s) from WBSEDCL end.

In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Employer may, at its discretion, suitably extend the deadline for the submission of bids.

ITB-8. Language and Measurements

The offer prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Employer shall be written in English. The desired documents and any other document submitted by the bidder shall be written in English. Any and all measurement corresponding to this tender shall follow the metric system of measurement.

ITB-9. Submission of Bid

Tenders are to be submitted online in two-cover mode [i) Technical Cover and ii) Finance Cover] along with all necessary documents, as asked for in the tender to the website stated in above, before the prescribed date & time using Digital Signature Certificate (DSC). The Bidder shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations.

Bidder should submit earnest money deposit (EMD) as per the instructions specified in the tender document. Non-submission of the same shall be liable for rejection of his bid.

The bidder needs to download the Forms / Annexure, fill up the particulars in the designated cell where necessary as described and upload the same in the designated location of Technical Cover.

Utmost care shall be taken for uploading “Schedule of Quantities & Prices” and any change(s) / modification(s) made to the price schedule shall render it unfit for bidding. The bidder needs to download the BOQ, fill up the basic rate in figure and HSN/SAC (as per applicability) number in the designated field of BOQ and upload the same in the designated location of Finance Cover.

The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). The uploaded Documents will get encrypted (transformed into non readable formats).

All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Bidder should take note of all the addendum/ corrigendum related to the tender and upload the latest digitally signed documents as part of the tender. A mandatory document list as per required enclosure is attached as **Form-6** in forms and proforma section. This will help the bidder to accumulate the documents required for this bid. Bidder need to take printout of this and submit it duly filled and stamped along-with other necessary documents.

ITB-10. Bid Documents submission structure

The NleT will contain the following Cover and Folder structure in the <https://wbtenders.gov.in> website. The intending bidders should carefully follow the Cover and Folder structure and submit the concerned and necessary document accordingly with DSC. Any deviation to this may lead to rejection of the bid.

A. Technical Cover – The Technical Cover shall contain scanned copies and/or declarations in the following standardized formats in following 3 cover documents.

a) To be submitted in “NIT” document:

- ii) Notice Inviting Tender (NIT) (duly signed & stamped by the intending bidder).
- iii) Addenda/ Corrigendum, if published.

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

- b) To be submitted in “EMD” document:
 - i) Tender Fee: Not Applicable (need not to submit).
 - ii) Earnest Money Deposit (EMD): Proof of online submission of Earnest money Deposit (EMD).
- c) To be submitted in “ANNEXURE” document:
 - i) Undertaking by the bidder (Form-1)
 - ii) Duly filled up Experience Record (Attachment -1)
 - iii) Declaration of Black Listing / Holiday Listing (Attachment -2)
 - iv) Duly filled up ECS form (Attachment-3)
 - v) Documentary evidence of Annual turnover (Attachment-4)
 - vi) Duly checked and filled up mandatory document form (Form-6)
- d) To be submitted in “Credential” document:
 - i) Documents substantiating the eligibility criteria as in NIT.
 - ii) Documents substantiating the experience record as per ATTACHMENT -2 such as LOA / PO Copy and respective Completion certificates.
 - iii) Others: Any other documents found necessary.

Note: Tenders will be summarily rejected if any item in the Technical Cover is found missing. Documents substantiating the eligibility criteria and experience record is a must in this section. Non-submission of these documents may lead to the rejection of the tender.

- B. Financial Cover** – The Finance Cover will contain only one document as ‘BOQ’. The Bidder needs to download the excel file [*.XLS] from ‘Work Item Documents’ under ‘Tenders Documents’ section. After downloading the mentioned [*.XLS] file, the bidder needs to do the following:
- i) The rate without GST to be quoted online only in the BOQ on “Item Rate basis” in the space marked for quoting rate as “BASIC RATE”, GST in percentage, HSN/SAC code etc. Quoted rate will be encrypted in the BOQ under Price Bid.
 - ii) Unless otherwise specified, Bidders shall quote for the entire work on a “SINGLE RESPONSIBILITY” basis in “SCHEDULE OF QUANTITIES & PRICES” i.e., BOQ_XXXX.xls such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the contract such as supply of consumables, staff matters, statutory obligations, safety and tool-tackles arrangement and any other things as may be necessary for fulfilling the contract. Bidders are required to quote the price including all for the commercial, contractual and technical obligations outlined in this bidding document.
 - iii) All figures mentioned under the Financial Bid should be in Indian National Rupee (INR). Financial proposals in any currency other than INR would be considered non-responsive and will be rejected.

C. **‘OID or Other Important Documents’** – ‘OID or Other Important Documents’ section will have the following category under which the mentioned documents are required to be uploaded with Digital Signature.

❖ **‘Certificate’** – This category will contain uploaded copies (Digitally Signed) of the following.

- i) GST Registration Certificate (Apart from GST registration certificate, the vendor shall have to mandatorily furnish last 2 (two) years GST return.)
- ii) PAN No. & IT Return for last three (03) years.
- iii) Proof of Annual turnover.
- iv) Balance sheets for last three (03) financial years
- v) Valid Electrical Contractor’s License along with valid Supervisory Competency Certificate for voltage level not less than 132 kV including that for 11 KV UG cable.
- vi) EPFO documents.
- vii) Up to date P. Tax challan.

❖ **“Company Details”** – This category will contain uploaded copies (Digitally Signed) of the following.

- i) Partnership Deed
- ii) Co-operative Society by Law
- iii) MOA
- iv) Trade License
- v) Company Registration certificate (whichever applicable/available).

Note: Power of Attorney authorizing the signatory of the bid to commit the bidder. In case of partnership firm, any of the partners may sign the documents. However, deed of partnership shall have to be enclosed.

Summary statement of average annual turnover for a period of the last three financial years certified by the Auditor appointed under Companies Act, 2013. In case the bidder is not a company, certificate of Tax Auditor, Statement of orders executed during last three financial years may be submitted.

The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC).

ITB-11. Disqualification / Ineligibility of Bidders

Even though the bidders meet the qualifying criteria, they shall be disqualified if they

- Found to have been involved in corrupt / fraudulent / collusive / coercive practices.
and/or,
- have made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements
and/or,
- have found to be guilty in formation of cartel for submitting their bids
and/or,

- have any record of poor performance such as abandoning the works, serious litigation history, or financial failures etc. (basis of assessment of suitability shall be decided by WBSEDCL based on the parameters laid down by him on these issues)
and/or,
- have been declared ineligible for poor performance / failure issued by the Govt. of India / Any State Govt. / Govt. Department / PSU / World Bank / Asian Development Bank etc.

ITB-12. Bid Security / Earnest Money

Bidder(s) shall submit Earnest Money amounting to **Rs. 2,98,295.00/- (Rupees Two Lacs Ninety-Eight Thousand Two Hundred and Ninety-Five only)** online through the e-tender portal of Govt. of West Bengal.

Earnest Money Deposit in this e-tendering process will be collected / refunded, as the case may be, in online mode only. Depositing DD / Pay Order to the Tender Inviting Authority i.r.o. submission of Earnest Money Deposit (EMD) will not be allowed.

EMD for unsuccessful bids will be returned to the bidders automatically from NIC portal after completion of tendering process i.e., after uploading of a letter indicating confirmation / notification of Letter of Award (LOA) by the Tender Inviting Authority in the e-tender portal. For technically rejected bids, EMD amount will be automatically returned to the bidders after the bid is technically rejected in e-tender portal. Payment status of bids submitted against this tender will be available in MIS reports provided in e-tender portal maintained by NIC. Partial Payment through online mode i.r.o. EMD will not be allowed.

The Earnest Money / Bid Security are required to protect the Employer against the risk of bidder conduct, which would act as bid guarantee up to the issuance of Letter of Award (LOA). EXEMPTION ON EARNEST MONEY / BID SECURITY WILL NOT BE ALLOWED TO ANY BIDDER(S) AS PER EMPLOYER'S COMPANY POLICY.

The Earnest Money / Bid Security shall be made payable to WBSEDCL without any condition whatsoever.

EMD shall be released to the successful bidder after receiving Performance Security as per Cl. No. ITB-19 and other requisite documents within the stipulated date mentioned in the Letter of Intent (LOI) as per Cl. No. ITB-18.

In case, WBSEDCL cancel the whole Tender on his own for any reason, the EMD submitted by the bidder will be returned subsequently.

Under any circumstances no interest shall be paid by WBSEDCL against the EMD amount to successful / unsuccessful bidder(s).

ITB-13. Forfeiture of Earnest Money / Bid Security

The Earnest Money / Bid Security of the bidder shall be forfeited, if the bidder

- Found to have been involved in corrupt / fraudulent / collusive / coercive practices
and/or,
- has made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements
and/or,
- has found to be guilty in formation of cartel for submitting their bids
and/or,
- has modified / withdrawn the Bid after Bid opening and during the period of Bid Validity

and/or,

- does not accept and submit the corrected amount of Bid as per Cl. No. ITB-15.d.

The Earnest Money / Bid Security of the successful bidder shall be forfeited, if the successful bidder

- fails to submit the Contract performance / Performance security of the requisite amount, validity and claim period (Cl. No. ITB-19) within Twenty-Eight (28) days from the date of issuance of Letter of Intent (LOI)

and/or,

- fails to submit any other document(s) within stipulated date as may be mentioned in the Letter of Intent (LOI) (Cl. No. ITB-18)

ITB-14. Period of Bid Validity

The tender shall be valid for one hundred and eighty (180) days from the date of opening of technical bid. If the bidder modifies/ withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of Earnest Money Deposit (EMD).

ITB-15. Opening and Evaluation of Tender

Tenders will be opened on the pre-scheduled date and time as per NIT.

The tender Inviting Authority shall evaluate and compare only the bids determined to be substantially responsive.

a. Opening of Technical Bid

- i) Technical Bid will be opened by the Tender Inviting Authority or his authorized representative electronically from the web site stated using their Digital Signature Certificate. Intending bidders(s) may remain present if they so desire.
- ii) Technical proposals for those tenderers whose EMD have been received will only be opened.
- iii) Decrypted documents as uploaded by the interested bidder in response to the NIT will be downloaded for the purpose of evaluation.

b. Technical Evaluation

- i) The Tender Inviting Authority will check and ascertain the responsive bid(s) for the fulfilment of the Eligibility Criteria and other requirements specified under Cl. No. ITB-4. The Bids submitted by the bidders who meet the qualification criteria as specified under the above referred clause shall only be qualified for consideration and further evaluation by the Tender Inviting Authority.
- ii) The tender Inviting Authority may ask the bidder for any additional documents or clarification on any document(s) that have been submitted by the bidder along with his bid during scrutinizing the technical bids. Unsatisfactory response from the bidder may lead to rejection of his bid.
- iii) After scrutiny of technical bids, summary of the technical evaluation along with date of opening of the Financial Bid will be uploaded in the e-Tender portal of Govt. of West Bengal (<https://wbtenders.gov.in>).

c. Opening of Financial Bid

- i) Financial proposals of the bidders, declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the e-tender portal on the prescribed date. Intending bidders(s) may remain present if they so desire.

- ii) The encrypted copies will be decrypted and the quoted rates will be read out to the bidders remaining present at that time.

d. Evaluation of Financial Bid

- i) The bids shall be evaluated on the basis of "Overall Total Price" quoted by the contractor as mentioned in the BOQ.
- ii) Evaluated bid price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the overall lowest bid will be selected for award of contract.
- iii) The Tender Inviting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that Bidder.
- iv) Tender Inviting Authority shall have the right to ask the supporting documents from the techno-commercially eligible bidders for verifying the HSN Codes and/or SAC Codes provided by the bidder with his bid for various item / equipment. If any discrepancy found between the supporting documents provided by the bidder with the ones mentioned by him in the Price Schedule, the same along with corresponding rate of GST shall be corrected as per actual applicability and adjusted accordingly.
- v) Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
- vi) Overall lowest valid rate should normally be accepted. However, the Tender Inviting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons which are not liable to express to the bidders.

ITB-16. Process to be Confidential

After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of Bids and information related the Award of Contract shall not be disclosed to bidders or any other person until the Award of the Contract to the successful bidder has been announced.

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

ITB-17. Right to Accept Any or Reject Any or All Offers

The Project Manager, Rammam Hydel Project, St-II, WBSEDCL reserves the right to reject any or all the offers without assigning any reason whatsoever at any time prior to the Award of Contract, without thereby incurring any liability to the affected bidder or bidders.

However, the bidders, who wish to seek reasons for such decision of cancellation / rejection, may ask in writing to the Employer. The Employer will inform the reason unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India; the security, strategic, scientific or economic interest of the State; relation with foreign state or lead to incitement of an offence.

ITB-18. Letter of Intent (LOI)

Letter of Intent (LOI) will be sent to the successful bidder whose Bid has been determined to be substantially responsive to the requirement of the bidding documents and has been evaluated as the Lowest Bid (L1) following the evaluation procedure carried out in accordance with Cl. No. ITB-15 and subject to Cl. No. ITB-17. The Successful Bidder shall comply with all requirements of the Bidding Documents.

The successful bidder should submit the following minimum documents within twenty-eight (28) days from the date of issuance of the Letter of Intent (LOI).

- Bank Guarantee for Performance Security per Cl. No. ITB-19 and
- Any other document as desired by the tender inviting authority in the Letter of Intent (LOI).

Failure of the successful Bidder to comply with the requirements of the LOI within the stipulated date shall constitute sufficient grounds for the annulment of the Letter of Intent (LOI) and forfeiture of the bid security. In that event the Employer may issue Letter of Intent (LOI) to the next lowest evaluated bidder (L2) or call for new bids.

Decision of Tender Inviting Authority in respect of each procedure for finalization of the contract will be final and bound to every bidder.

ITB-19. Performance Bank Guarantee / Contract Performance Guarantee

- a. The successful bidder shall submit Performance Security / Contract Performance Guarantee of value equivalent to 10% (TEN PERCENT) OF THE TOTAL CONTRACT PRICE within the stipulated days as asked for in the Letter of Intent (LOI) in the form of Bank Guarantee as per the prescribed format provided in Form – 2 of Chapter – 5: Forms & Proforma.

The validity of the Bank Guarantee for Performance Security / Contract Performance shall be for the entire period of the contract i.e., twenty-four (24) months (calculated based on the Contract Period as per Cl. No. GCC-6) with a claim period of 03 (three) months. The contractor may have to extend the validity of their Bank Guarantee with a claim period of 03 (three) months subject to extension of contract period granted by the WBSEDCL to the contractor as per Cl. No. GCC-8. Format for extension of Bank Guarantee is provided in Form – 3 of Chapter – 5: Forms & Proforma.

The security deposit deducted by this means shall be released to the contractor after completion of Contract Period as per Cl. No. GCC-6.

- b. EMD of the successful bidder will be released after receiving the Performance Security and request letter in this respect from the successful bidder.
- c. Failure of the successful Bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the Letter of Intent (LOI) with forfeiture of his bid security. In that event the Employer may issue Letter of Intent to the next lowest evaluated bidder (L2) or call for new bids.

ITB-20. Forfeiture of Performance Security

Performance Security / Contract Performance Guarantee as submitted by the contractor following Cl. No. ITB-19 shall be deducted or forfeited (as per applicability which will be decided by the WBSEDCL time to time) if the contractor fails to perform with proper workmanship or rectify any significant faults with timebound manners or ensure proper safety of his man and materials or abide by the statutory obligations or found to be involved in any fraudulent activities which may damage property and reputation of WBSEDCL within the Contract Period.

ITB-21. Letter of Award (LOA)

The Addl C.E. & Project Manager, Rammam Hydel Project, St-II, WBSEDCL will issue Letter of Award (LOA) to the successful bidder in writing before the expiration of the period of bid validity as per Cl. No. ITB-14 and after receiving all the requisite documents as per the Letter of Intent (LOI) pursuant to Cl. No. ITB-18, if the whole tender is not cancelled / postponed by WBSEDCL.

ITB-22. Holiday Listing and Vendor Rating

Holiday Listing & Vendor Rating will be applicable according to the “Holiday Listing & Vendor Rating” policies of the Revised Purchase Policy, which is posted in website of WBSEDCL (www.wbsedcl.in). Performance of the bidders, who supplied materials/equipment or worked to WBSEDCL previously, will be evaluated for their Vendor Rating according to the said Vendor Rating policy and their Vendor Rating may be taken into consideration at the time of evaluation of Technical and Financial Proposals of the tender.

CHAPTER – 3: GENERAL CONDITION OF CONTRACTS (GCC)

GCC-1. Scope of Work

Daily, periodical and annual inspection & round-the-clock maintenance job of 4 x 12.75 MW Pelton type Turbo Generator Sets & associated electro-mechanical installations along with illumination, UPS & batteries, DG and complete power & control circuits, within power house and 132/33/11 KV Sub-station including all electrical and structural components and intake, forebay, tailrace gates with all electro-mechanical components at Rammam Hydel Project, St-II, WBSEDCL for 24 Months from 1st April 2025 to 31st March 2027.

For detailed scope of work, the bidders are requested to go through Cl. No. SCC-4.

GCC-2. Contractor's Responsibilities

- a. The Contractor shall perform the jobs mentioned under Scope of Work (Cl. No. SCC-4) with due care and diligence in accordance with the contract following all safety norms and other guidelines as per law of the land and as exists in the country.
- b. The Contractor confirms that he has entered into this Contract on the basis of a proper examination of the data relating to the job provided by the WBSEDCL and of other data readily available to him relating to the work. The Contractor acknowledges that any failure to acquaint him with all such data and information shall not relieve his responsibility from properly estimating the difficulty or cost of successfully performing the work.
- c. The Contractor shall acquire and pay for all permits, approvals and/or licenses from all local, state or central government authorities or public service undertakings in the country where the Site is located in which such authorities or undertakings require the Contractor to obtain in the Contractor's name and which are necessary for the fulfilment of the Contract.
- d. The Contractor shall comply with all the laws in force in the country. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or his personnel during the entire period of the contract.
- e. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting i.r.o. his personnel during execution of any job under the scope of this contract.

GCC-3. Governing Law

The Contract shall be governed by and interpreted in accordance with all the prevailing and forthcoming laws of India during the entire period of the contract.

GCC-4. Settlement of disputes

The parties shall take necessary steps to settle any dispute through mutual discussion with issuing prior notice in writing to other side at least Seven (07) days in advance. If the issue would remain unresolved to the satisfaction of the parties, then the matter may be referred to Arbitration. The provisions of "Arbitration and Conciliation Act 1996" will apply with respect to Arbitration proceedings between the parties.

The parties may refer the matter for Arbitration on expiry of Forty-Five (45) days from the date of intimation of disapproval / dissatisfaction from either party to other party. The venue of the Arbitration proceedings shall be in the state of West Bengal. The cost of the Arbitration shall be borne equally by the parties.

GCC-5. Jurisdictional Matter

Either party may approach Court of law if any of them is aggrieved by the award of the Arbitration proceedings.

All litigation matters between the parties, if any, shall be held in any Court in Kolkata under the superintendence of the High Court of Calcutta.

GCC-6. Contract Period

The Contract period shall be started from 01st April, 2025 and shall remain valid for 24 months i.e. up-to 31st March, 2027, subject to Cl. No. GCC-8.

The Contractor shall perform the whole job mentioned under the scope of this contract within the time stated in the Contract or within such extended contract period.

The Employer shall have the right, without prejudice to any other clauses, to terminate contract for unreasonable delay in completion of the work, which is fully attributable to the contractor, and the contractor shall be liable to compensate the loss that may be occasioned to the Employer on that account. Any letter in writing by the Controlling Officer shall be treated as conclusive on behalf of the Employer.

GCC-7. Contract Agreement

The agency shall have to execute a Contract Agreement with the department in prescribed format as provided in Form – 4 of Chapter – 5: Forms & Proforma on non-judicial stamp paper worth Rs. 100/- prior to drawl of 1st monthly R/A bill.

GCC-8. Extension of Contract Period

The Addl. C.E. & Project Manager, Rammam Hydel Project, St-II, WBSEDCL may issue an extension of contract period to the contractor, subject to satisfactory performance for a period of maximum upto 1 year, keeping all other terms and conditions of the existing LOA unaltered. Payment shall be made as per actual execution. Considering the pattern of the work and urgency, on such extension, the contractor will be bound to execute the entire work as per existing work schedule.

GCC-9. Liquidated Damage

- a. In case the maintenance work gets affected adversely on any date due to paucity or incompetence or bad workmanship or untimely attendance of the workers of the agency or/ and non-availability of tools / tackles and consumables, safety equipment etc., Liquidated Damages @ ½% (half percent) of the monthly rate will be deducted per day from the bill of the agency, subject to a maximum of ten percent (10%) of the monthly contract value.

Once the “Maximum” Liquidated Damage is reached, the Employer may consider termination of the Contract, pursuant to Cl. No. GCC-19.

- b. Decision of the Controlling Officer in this regard shall be treated as final and bound to the Contractor.
- c. WBSEDCL may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any bills due or which may become due to the contractor and/ or from the Performance Security submitted by the Contractor.
- d. Payment of the liquidated damages shall not relieve the contractor from his obligations to complete the work or from any other of his obligations and liabilities under the contract.

GCC-10. Risk and Insurance

WBSEDCL shall be in no way held responsible/ liable for any accident / mishap, if caused to any personnel / equipment during execution of the work. Any loss / damage caused to any equipment of the department during execution of the work will have to be compensated by the

agency to the entire satisfaction of the controlling officer. An INDEMNITY BOND for compliance of safety norms shall have to be furnished by the agency to WBSEDCL before commencement of work as per format provided in Form – 5 of Chapter – 5: Forms & Proforma on non-judicial stamp paper worth Rs. 10/- or above.

GCC-11. Contract Price

Quoted Unit Prices in the Financial Bid (BOQ_XXXX.xls) shall be fixed / firm. Escalation on the unit prices quoted by the Contractor in their Financial Bid shall not be allowed due to any reason what-so-ever. The Contract price will be fixed and firm for the entire period of the contract and no alteration, updation or modification will be allowed to the contractor for the entire period of the contract.

The applicable percentage of GST shall be quoted by the bidder in the designated cell provided in the Financial Bid (BOQ_XXXX.xls).

GCC-12. Terms of Payment

- a. No mobilization advance and/ or secured advance will be allowed.
- b. The bills in triplicate of each month signed by the agency or their authorized representative and counter signed by Divisional Engineer / Assistant Engineer of Maintenance Wing of the department are to be submitted to the controlling officer of the job within 5th day of the next month for releasing payment, provided that the contractor submitted the following documents to the Controlling Officer:

<ul style="list-style-type: none"> ▪ One time Submission (on or before 1st R.A. Monthly Bill) 	<ul style="list-style-type: none"> ➤ Performance Security Deposit pursuant to Cl. No. ITB-19. ➤ Contract Agreement as per Cl. No. GCC-7. ➤ Indemnity Bond as per Cl. No. GCC-10. ➤ Photo Identity Card of each worker (issued, stamped and duly signed by agency authority). ➤ Attested Copy of ESI / Medclaim against each worker. ➤ Copy of Workmen's Compensation Certificate. ➤ List of safety equipment/ PPEs provided to workers alongwith signed sheet of receiving of such equipment by the worker.
<ul style="list-style-type: none"> ▪ With each Monthly Bill 	<ul style="list-style-type: none"> ➤ Wage Sheet, showing wages & statutory components, PF no. of each labour, subscriptions etc. (along with monthly Acquaintance Roll) ➤ PF Challan (in line with monthly minimum wages) & ECR ➤ Monthly Attendance Sheet, for the billing month. ➤ Minimum payment of Bonus and dated receipt thereof. ➤ Inspection Report ➤ Material consumption statement ➤ Monthly duty roster for the next month, as per applicability ➤ Any other document, as required by the Controlling Officer of the Employer. ➤ Bank statement of payment duly certified by Authorized supervisor.

- c. The GST shall be paid extra to the agency as applicable on production of authenticate documents.
- d. The payment shall be made to the Contractor in Indian Rupees only.

GCC-13. Taxes and Duties

- a. Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all direct and indirect taxes, duties, levies and charges assessed on the Contractor by all municipal, state or central government authorities in connection with the Work.
- b. Taxes / duties (other than GST) shall be deducted / reimbursed from monthly R/A bill as per prevailing norms (TDS @ 2%, BOCW Cess @ 1% and STDS @ 2%), as per applicability of different laws of the land.
- c. Any future tax as implemented by the Government of India during the ongoing period of the contract may also be deducted as per provision thereof.

GCC-14. Engineer-in-Charge: The Superintending Engineer (E), Rammam Hydel Project, St-II, WBSEDCL, Lodhamahat, Darjeeling-734201

GCC-15. Controlling Officer: The Divisional Engineer (E) & In-Charge of Powerhouse, Rammam Hydel Project, St-II, WBSEDCL, Lodhamahat, Darjeeling-734201.

GCC-16. Supervising Officer: The Divisional Engineer (E)/ Assistant Engineer (E), IPH, Rammam Hydel Project, St-II, WBSEDCL, Lodhamahat, Darjeeling-734201.

GCC-17. Statutory Officer: The Assistant Manager (HR&A), RHP. All documents related to compliance of statutory obligations including wage-sheet, workmen attendance, acquittance roll, PF statements etc. shall be verified from this end before releasing payment.

GCC-18. Paying Authority: The Manager (F&A), Rammam Hydel Project, St-II, WBSEDCL, Lodhamahat, Darjeeling-734201.

GCC-19. Termination

WBSEDCL, without prejudice to any other rights or remedies it may possess, may terminate the Contract by serving thirty (30) days' notice to the Contractor forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Contractor, referring to this Clause.

- a. If the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt.
- b. If the Contractor assigns or transfers the Contract or any right or interest therein to any third party.
- c. If the Contractor, in the judgment of the Employer has engaged in corrupt, collusive, coercive or fraudulent practices in competing for or in executing the Contract.
- d. If the Contractor has abandoned or repudiated the Contract or delayed the completion of the work to such extend that maximum limit of liquidated damage pursuant to Cl. No. GCC-9 has been reached.

CHAPTER – 4: SPECIAL CONDITIONS OF CONTRACT

SCC.1. Site Location

Rammam Hydel Project, ST-II, the site of the AMC job to be executed in the said tender, is situated in the hilly terrain of Darjeeling District, West Bengal and is about 130 kms on road from Siliguri which can be approached via Ghoom / Darjeeling – Jamuney – Bijanbari and alternatively via Mirik – Sukhia – Manebhanjang – Dhotrey. The nearest Broad Gauge Railway Station is New Jalpaiguri (NJP) / Siliguri and airport being Bagdogra.

SCC.2. Site Condition

- Maximum Ambient Air Temperature : 40° C.
- Minimum Ambient Air Temperature : 1° C.
- Maximum Relative Humidity : 95% Non-Condensing.
- Minimum Relative Humidity : 10%.
- Rainfall : 2500-3000 mm (yearly average).
- Climatic Condition : Moderate Tropical Climate.
- Altitude : 950 – 1450 M from MSL

SCC.3. Objective

The objective of the tender is to engage an agency on Annual Maintenance Contract to check and rectify the defects satisfactorily in the shortest possible time for keeping the generation at the Power Station unhampered irrespective of holidays or working hours. It also aims at maintaining uninterrupted evacuation of generated power & its transmission to connected substations through the attached 11/132 KV Substation as well as 132/33 KV Substation. The job also includes round the clock inspection & maintenance of Intakes, Forebay, Tailrace Gates, Penstocks etc. to ensure optimum intake of water required for generation. The agency should remain prepared to engage their work force at any time of the day round-the-clock and immediately on receipt of information from the Controlling Officer or his Representative. It may be kept in mind that time is the essence of this contract.

SCC.4. Scope of Work

The Scope of work under this contract is broadly detailed below:

- a. Daily, Periodical and Annual Inspection & round-the-clock maintenance job of 4 x 12.75 MW Pelton type Turbo Generator Sets & associated electro-mechanical installations and accessories inside Powerhouse at Rammam Hydel Project St-II.
- b. Daily, Periodical and Annual Inspection & round-the-clock maintenance of illumination, UPS & batteries, DG and complete power & control circuits, within power house and switchyard at Rammam Hydel Project St-II.
- c. Daily, Periodical and Annual Inspection & Round-the-clock Maintenance of 11/132 KV Switchyard & 132/33/11 kV Switchyards equipment including Transformers and other equipment, accessories & structures at the substation associated with Rammam Hydel Project St-II.
- d. Daily, Periodical and Annual Inspection & Round-the-clock Maintenance of the Intakes, Forebay, Tailrace Gates, Penstocks etc. along with other associated electro-mechanical equipment, structures and accessories at Rammam Hydel Project St-II.

1.0 JOB INVOLVEMENT:

- The jobs are to be performed by Contractor as per scope of work, schedule of work and schedules of inspection and maintenance.

- Rectification of faults/ troubles during operation of the equipment/ systems as noticed or reported by Rammam Hydel Project St-II (WBSEDCL) representative are to be carried as part of Maintenance work. This contract covers Routine and Periodical maintenance as per convention of Hydroelectric Power Stations. This also includes replacement/ repair of components and parts of the equipment, filtration of Transformer oil (minor and urgent nature)/ Turbine oil. Spares for replacement will be provided by WBSEDCL. Fabrication, machining and allied job i.r.o. defective parts/spares shall also be part of maintenance under this contract. The detail of maintenance/ inspection work furnished in the Tender Document is not exhaustive and may vary depending on the need of the system.
- Necessary expert and competent manpower with good workmanship must be provided for restoration of generation during peak generation season to avoid any kind of generation loss.
- The observations/ corrective actions taken are to be incorporated in Registers/ formats regularly by the Site-in-Charge and are to be submitted to the concerned Engineer of Maintenance Wing for his observation and certification after putting the signature of the site-in-charge of the agency. These formats/ job reports duly certified month-wise are to be submitted to the controlling officer along with the bills etc. for payment.
- The available manpower shall be utilized for all sorts of material handling arrangement for shifting the equipment, materials, spares etc. in connection with maintenance work from WBSEDCL site store to the work site. Necessary arrangement for this is to be made by the agency.
- In the peak generation season viz. for the month from June to October (or as per necessity and applicability as directed by the project authority or controlling officer) the agency shall have to provide a skeleton manpower setup for night duties on rotational basis as a part of normal maintenance job without any extra claim.
- Any other job of emergency nature and instructed verbally or in writing by the controlling officer or his representative, are also to be carried out by the agency immediately as a part of normal maintenance job without any extra claim.

2.0 SUPERVISION: The agency's authorized site-in-charge shall look after the day-to-day maintenance work as well as breakdown restoration work of the equipment and also will take suitable preventative measures as per applicability. Presence of the site-in-charge should be ensured in all and every work. In case of major rectification, restoration and overhauling work, you may have to arrange additional supervisor as per necessity.

3.0 SPARES: All spares for preventive & breakdown maintenance shall be provided by WBSEDCL. Agency shall place the requirement well in advance to avoid any generation loss due to non-availability spares.

4.0 CONSUMABLES: Consumables such as coal, wood, Petrol, Markin cloth, jute etc. shall have to be provided by the agency required for daily maintenance work.

5.0 CONVEYANCE & TRANSPORTATION: The entrusted agency shall have to arrange conveyance and transportation of their workmen and materials from their place of staying within the project to the powerhouse and vice-versa as and when required for the job under this contract. This arrangement to be made without any extra claim.

6.0 WORK SHOP: Agency may avail workshop facilities available with WBSEDCL at site. Agency shall have to deploy his personnel for jobs, viz., Machining/Grinding/Welding/Polishing/ Brazing and

Soldering/ Drilling etc., who are competent enough to perform the said job. For availing such facilities, the permission of the Controlling Officer or his authorized representative shall have to be sought beforehand. Any defect/breakage of departmental machine/ tools caused due to bad handling by the Agency shall have to be compensated from their account.

7.0 TOOLS: All sorts of tools & tackles, including special tools, testing equipment (Insulation tester, multimeter, tong tester of appropriate rating) etc. required for day-to-day maintenance work, shall be supplied by agency; however, tools available with the department shall be available to agency on requisition & returnable basis.

SCC.5. Brief Description of the Work Site

- a. Power House.
- b. 132 / 33 / 11 kV Switchyard and control room.
- c. Lodhama Intake.
- d. Rammam Intake.
- e. Forebay.

SCC.6. Tools & Tackles

All sorts of tools & tackles, including special type of hand and power tools, testing equipment, etc. required for day-to-day maintenance work, shall be supplied by agency.

The tools & tackles as mentioned above must be of proper quality and ISI marked. Sub-standards tools will not be allowed. However, the responsibility of safekeeping the tools & tackles with proper maintenance lies with the agency and its employee.

Indicative tools & tackles setup which is to be provided is as follows:

- a. ½ inch drive Ratchet Set complete with assorted socket and drive.
- b. ¼ inch drive Ratchet Set complete with assorted socket and drive.
- c. Screw Jack.
- d. Hydraulic Jack of capacity not less than 10 Tonne.
- e. Assorted Screw Drivers of different length.
- f. Screw Driver set, Tester etc.
- g. Assorted Pipe wrench.
- h. Assorted Adjustable wrench.
- i. Assorted combination wrench.
- j. Oil Filter Wrench.
- k. Insulation Tester (250V to 5000V capacity)
- l. Multimeter.
- m. Clamp-On ammeter.

Any other tools & tackles as seems necessary from agency's end to successfully execute the AMC job.

Tools available with the department shall also be available to agency on requisition & returnable basis. However, the responsibility of safekeeping the tools & tackles with proper maintenance lies with the agency and its employee. Any kind of damage or loss of the same will due to bad handling by the Agency or its manpower will be on the account of the agency shall have to be compensated from their account.

SCC.7. Workshop

Agency may avail workshop facilities available with WBSEDCL. Agency shall have to deploy his personnel for jobs, viz., Machining/Grinding/welding/Polishing/ Brazing and Soldering/ Drilling etc, who are competent enough to perform the said job. For availing such facilities, the permission of the Controlling Officer or his authorized representative shall have to be sought

beforehand. Any defect /breakage of departmental machine/ tools caused due to bad handling by the Agency shall have to be compensated from their account.

SCC.8. Material Handling

All sorts of material handling in connection with the maintenance work from Rammam HP store to Power House and vice-versa (procured from vendor or received from other sources) are to be made by the Agency. However, logistics facilities like - Trucks/ Vehicle/ Cranes/ D-Shackles etc. available with WBSEDCL, may be extended to the Agency, if required on requisition & returnable basis.

SCC.9. Accommodation

Un-furnished accommodation at Quarters / Field Hostel at Lodhoma / Linsebong / IB Complex may be provided by WBSEDCL as per availability to the technical personnel of the Agency for the Contract Period as per Cl. No. GCC-6 subject to availability and on chargeable basis as per Company's prevailing norms. The Agency shall indicate the number of such personnel well in advance to WBSEDCL.

SCC.10. Electricity

The electricity consumed for any sort of maintenance works will be provided by WBSEDCL.

The electricity consumed by the personnel of the agency in the accommodation allotted to the agency, need to be deposited directly to the concerned Customer Care Centre of the distribution licensee as per bill within due date, as applicable. Any non-payment of electricity bill is not attributable to this contract and according liabilities lies with the agency.

SCC.11. Statutory Obligation Relating to the Manpower setup.

i. Basic Wages:

The agency shall ensure the payment of basic wages within 7th of every month to all the employees engaged for the work. The basic wages must not be less than the minimum wages as published & declared time to time by the Labour Department, Govt. of West Bengal. No deviation in this regard will be accepted.

The bidder is requested to go through in details with the website of Government of West Bengal, Labour Commissionerate for this. The website for the same is <https://wbcl.gov.in/>. Alternatively the link <https://wbcl.gov.in/min-wages-act> may also be followed for time to time update of the same.

The agency shall maintain a wage register duly signed by the employees and witnessed by the authorized representative of WBSEDCL.

Normally, minimum wages are revised every six months by the Labour Commissionerate, Govt. of West Bengal. The agency shall have to ensure the payment of minimum wages at revised rates as and when effected by the government. No additional payment beyond the ordered amount shall be made to the agency for ensuring such revision in minimum wages. The bidder should strictly keep in mind this point while bidding.

ii. Employees Identification:

The agency shall submit his employees' identification to the Controlling Officer. For this purpose, submission of photo employment card which will be treated as photo identity card in duplicate in Form XIV (prescribed format) under Rule-76 of the Contract Labour (Regulation and Abolition) Central Rules, 1971 with amendments shall have to be done.

The agency shall also identify and mark the names of his competent workmen for taking Permit To Work for any kind of R&M and overhauling works.

iii. Labour License:

The agency shall have to furnish labour license issued by Labour Department in respect of the work as per Contract Labour (Regulation & Abolition) Act, 1970 and its amendments as applicable to the work. Agency shall have to abide by all other statutes and norms which are prevailing in the land.

iv. Permit to Work:

Before undertaking any of the work which may be emergent or regular in nature, the entrusted agency shall have to obtain Permit to Work from the representative of Controlling Officer. Person eligible to take Permit to Work on behalf of the agency shall have to be confirmed during initiation of the contract from agency's end in writing on his own letterhead.

v. Submission of PF Challan:

Necessary formalities for maintaining Provident Fund related to engagement of labour for execution of the work shall have to be maintained by the agency. The department shall not take any responsibility for any payment made by you on account of labour. The agency shall have to submit the acquittance roll for payment of wages duly signed (acceptance) by each of the agency personnel engaged by the agency along with the monthly EPF Challan & ECR for deposition of PF within 15th of every month containing the details of the contract labour, deduction of P.F. subscription and deposition of the same to the PF authority along with the employer's share as per prevailing rate (at present EPF for employee share @12% and employer's share @ 13.0% (inclusive of administrative charges on wages) along with the R/A bills. All the PF deposition details shall have to be in line with the acquittance roll for payment of wages. The same shall be verified by the Statutory Officer.

vi. Acquittance Roll:

The agency shall have to submit copies of Acquittance Roll containing the names of the employees / contract labourers, no. of days worked and amount of PF subscription deducted along with monthly bill duly received & signed by the agency personnel.

vii. Payment of Bonus:

Each employee / contract labour shall be paid Bonus by the agency as per Payment of Bonus Act-1965 (i.e. 8.33% of the wage) and amendments as applicable.

viii. ESI / Medclaim:

The agency shall have to subscribe for ESI benefit for each of the employee engaged for the work. In case ESI is not possible, the agency shall have to arrange MEDICLAIM for each of the employee under GIC or its subsidiary. The subscription for Medclaim policy shall not be less than 3.25% of the basic wages.

ix. Hill Compensatory Allowance:

The agency shall have to ensure payment of Hill Compensatory Allowance @ 30 % on Basic Wages to their workmen.

x. Workmen's Compensation:

Insurance for workmen's compensation shall have to be made by the agency as per "Workmen's Compensation Act 1923" and the rules made thereunder. The insurance policy covering provision for workmen's compensation for all the workmen to be engaged by the agency is to be submitted to the controlling officer of the work for verification of the same. In case of variation of strength of workmen during execution of the work, additional coverage in the policy to be made and the same shall be submitted for verification.

xi. BOCW Cess:

Building and other Construction Workers Welfare Cess shall be deducted from Agency's Bill as applicable. Successful bidder shall have to obtain registration from the concerned Labour office under the Building and Other Construction (Regulation of Employment & Conditions of Services) Act, 1996 and amendments as applicable.

xii. Off Days:

Each contract labour shall have to be given weekly off days, following the statutory obligations, on rotational basis without allowing weekly-off to more than two (02) employees on the same day. Monthly duty rosters shall be submitted regularly by the contractor.

xiii. Witness Of Minimum Wages:

The agency shall release the payment of wages in the respective bank accounts of his employees within 07th day of the following month. The Assistant Manager (HR&A), RHP, St-II shall be the nodal authority and statutory officer to certify the disbursement of wages before releasing any monthly R/A Bill.

xiv. Mandatory Submission of Documents:

The documents to be submitted by the Contractor (both one time submission on or before 1st Monthly Bill and with each monthly R/A Bill) is clearly mentioned in Cl. No. GCC-12 (Terms of Payment). The bidder is advised to go through the clause and satisfy himself before submitting his bid.

NOTE:

No additional payment beyond the ordered amount shall be made for compliance of statutory obligations.

SCC.12. Safety / PPE (Personal Preventive Equipment)

The agency shall have to provide all sorts of safety tools and Personal Protective Equipment to their working personnel. All PPEs must be of ISI marked and standard quality and must be provided on yearly or half yearly basis, means the agency have to ensure the distribution of all PPEs to all of his employee once in each year. First distribution of the same must be ensured during the initiation of contract period. 1st R/A bill payment of this contract will be subjected to the distribution of the same. The quality checking and distribution of the same will be administered by The Assistant Manager (HR&A), RHP, St-II, the statutory officer of this contract.

List of PPEs will be as stated below:

Sl No.	Name of PPE with detail	Frequency of distribution
1	Electrical rubber gloves of appropriate voltage rating: <i>As per IS 4770: 1991</i>	On yearly basis or if torn whichever is earlier.
2	Safety Dress (Safety Dangri & Safety Jackets) for all employees.	On yearly basis.
3	Industrial Safety Helmet for all employees as per colour code based on type of worker: <i>As per (IS 2925 [1984])</i>	On yearly basis.
4	Safety Shoes for all employees: <i>As per IS 15298 (Part 2):2016</i>	On yearly basis.
5	Industrial Safety gloves: <i>As per IS 6994-1 (1973)</i>	On yearly basis or if torn whichever is earlier.
6	Safety Belt: <i>As per IS 3521 (1999)</i>	On yearly basis or if torn whichever is earlier.
7	Gum boots and Raincoats as per requirement.	One time.

8	Telescopic earth discharge rod minimum 5 set with proper rating.	One time.
---	--	-----------

Violation of safety norms/ Non availability of PPE will be viewed seriously and necessary action will be taken without issuing any prior notice. If the agency fails to distribute the proper PPEs to its employee in due time, the same, on its own discretion, may be distributed to them by WBSEDCL on the account of the agency and necessary cost of the same will be realized from the performance bank guarantee or Following RA bill, if required.

An INDEMNITY BOND pursuant to Cl. No. GCC-10 for compliance of safety norms shall have to be furnished by the agency to WBSEDCL before commencement of work as per format provided in Form – 5 of Chapter – 5: Forms & Proforma on non-judicial stamp paper worth Rs. 10/- or above

No additional payment beyond the ordered amount shall be made for compliance of safety norms.

SCC.13. Manpower Setup

Following manpower setup is required for successful execution of the AMC job.

- | | |
|----------------------------|---------|
| 1. Highly Skilled worker : | 03 nos. |
| 2. Skilled worker : | 06 nos. |
| 3. Semi-skilled worker : | 05 nos. |
| TOTAL : | 14 nos. |

Details of the required manpower are as follows –

Sl. No.	Type of workmen	Required Experience
1.	Highly-Skilled worker (Supervisor/ Site-in -charge)	Minimum 10 years' experience of working in Hydro/ Thermal power project with minimum qualification Diploma in Electrical/ Mechanical.
2.	Highly-skilled worker (Electrical-Technician)	Minimum 10 years' experience of working in Hydro/ Thermal power project or ITI degree in electrical with 7-year experience in Hydro/ Thermal generation power project.
3.	Highly-skilled worker (Mechanical-Technician)	Minimum 10 years' experience of working in Hydro/ Thermal power project or ITI degree in electrical/mechanical with 7-year experience in Hydro/ Thermal generation power project. Knowledge of operating Lathe, Milling machine and Column drill is a must.
4.	Skilled worker (Crane Operator)	Minimum 7 years' experience or ITI degree in electrical/ mechanical with 5 year experience of working in Hydro/ Thermal power project. They should have adequate experience in driving EOT crane, Mobile Hydraulic crane etc. The agency shall have to furnish declaration on the company's letterhead in this regard against the competency of his employee.
5.	Skilled worker	Minimum 7 years' experience of working in Hydro power project or ITI degree in electrical/ mechanical with 5 year experience in generation power project. Experience in driving EOT crane, Mobile Hydraulic

		crane and operating Lathe, Milling machine and Column drill will be an added advantage.
7.	Semi-Skilled worker	Minimum 4 years' experience of working in Hydro power project.

None of the manpower who will be attending the age of 60 years will be allowed to be engaged in this contract. The agency should carefully look into this matter prior to engaging manpower within this contract.

If any of the manpower engaged in this contract attain the age of his superannuation as per the law of the land and state i.e., 60 years, the agency shall have to find suitable replacement against him with equivalent expertise and criteria.

Out of the above at least two of the highly skilled / skilled personnel should possess workmen's permit suitable for the required voltage level (132/33/11 KV). One of the highly-skilled personnel shall have to be nominated by the agency as site supervisor on behalf of agency.

Deployed personnel of the agency should always be properly dressed with shoes on and carry identity cards with them.

Normal working hours will be from 8:30 AM to 5:30 PM with 01 (one) hour recess (13:00 hrs. to 14:00 hrs.). The service of the agency may be required beyond normal working hours in case of urgent maintenance work for continuance of generation / transmission. No additional payment shall be made for such urgent maintenance work.

MOONLIGHTING of the personnel to be engaged by the contractor for performing jobs mentioned under the Scope of Work as per Cl. No. SCC-4 will not be allowed by WBSEDCL. If found, the responsibility of the same is on the agency.

SCC.14. Deduction of Payment

- a. A deduction shall be made as per discretion of WBSEDCL from the monthly Bills, for not maintaining the manpower set up, as per Cl. No. SCC-15 of SCC, at the rates detailed below:

Sl. No.	Type of workmen	Rate of deduction
1.	Highly skilled	6.2 % of the monthly contract value per month per person
2.	Skilled	5.2 % of the monthly contract value per month per person
3.	Unskilled	4.2 % of the monthly contract value per month per person

- b. If the contractor is found to suspend the work at any day for the reasons attributable to the contractor, deduction shall be made from the monthly RA Bills on pro-rata basis for such suspension of work.
- c. Deduction for non-compliance of safety norm may be done at the rate of Rs 500 per incidence per person/ team as applicable.
- d. Deduction for non-availability of PPEs to the workmen will be done from the RA bill on pro-rata basis as per market rate of the concerned PPE.
- e. The deduction under this clause (SCC.14.a, SCC.14.b and SCC.14.d above) will be exclusive of any other clause for Payment Deduction / LD (Liquidated Damage).

CHAPTER – 5: FORMS & PROFORMA

FORM 1: BID FORM

(Undertaking by the bidder)

(To be submitted on the Official Letter Head of the Bidder)

Date: ____ / ____ / ____

To,

The Tender Committee,

Sub: Bid Form for the
work _____

_____ (Name of
the Work) _____

Ref: 1. NleT No. _____ dated ____ / ____ /

2. Tender Id No. _____

Dear Sir / Madam,

Having examined the above referred bidding documents, including every addendum / corrigendum, we the undersigned, are offering for *“Daily, periodical and annual inspection & round-the-clock maintenance job of 4 x 12.75 MW Pelton type Turbo Generator Sets & associated electro-mechanical installations along with illumination, UPS & batteries, DG and complete power & control circuits, within power house and 132/33/11 KV Sub-station including all electrical and structural components and intake, forebay, tailrace gates with all electro-mechanical components at Rammam Hydel Project, St-II, WBSEDCL for 24 Months from 1st April 2025 to 31st March 2027”* under the Contract in full conformity with the said bidding documents for the sum as mentioned in our submitted Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract.

1. Attachments to the Bid Form

We are hereby submitting the following attachments as per the requirements of the bidding documents.

Attachment: 1

The documentary evidences in accordance with Cl. No. ITB-4.b to establish that we are eligible to bid. Duly filled qualification forms have been furnished as per your format enclosed with the bidding documents. (Documentary evidence such as work order / purchase order / contract order and according completion certificate is to be produced separately.)

Attachment: 2

A declaration on the letter head of our company that we have not been banned/ delisted/ blacklisted/ debarred from business by any PSU/ Govt. Department/ Semi-Govt./ Govt. Undertakings/ Enterprise etc. during last five (05) years reckoned from the date of this NleT Publication has been furnished as Attachment 2 in accordance with Cl. No. ITB-4.c.

Attachment: 3

Duly filled ECS Form mentioning the Bank details has been furnished as Attachment 3 as per Cl. No. ITB-10.A.2.

Attachment: 4

Documentary evidence in support of eligibility against Annual turnover as per Cl. No. ITB-4.b. The documentary evidence shall be as per agency's own format/ document. It should be duly stamped and signed by the agency. (No proforma is provided with the tender document for this.)

2. We have read all the terms and conditions depicted in the bid document and unconditionally agree to fulfil the requirements as sought by you.
3. We confirm that we have registered office in India.
4. We confirm that our Bid including rates / prices quoted by us in the respective Schedules of the Financial Bid are unconditional. We confirm that all taxes, duties, levies and charges are included in our quoted prices and no additional cost on account of any taxes / duties / levies / charges etc. shall be payable by WBSEDCL for the items / equipment / scope specified in this contract.
5. We understand that all statutory deductions like Income Tax (IT), Works Contract Tax (WCT), Cess, Service Tax (RCM) etc., as per applicability, will be made from the Bill payable to the contractor, as per applicability of different laws of the land.
6. We declare that all information and documents provided by us to show that we are eligible to participate in this tender are true and authentic. We understand that if any information and documents submitted by us are found manipulated, our bid will be rejected with forfeiture of our EMD in accordance with Cl. No.ITB-13.
7. We understand that you are not bound to accept the lowest or any bid you may receive.
8. If our bid is accepted and the Letter of Intent (LOI) is issued to us, we undertake to submit all requisite documents within the time that would be specified in the Letter of Intent (LOI) pursuant to Cl. No. ITB-18. We agree that if we fail to comply with the requirements of the LOI, it shall constitute sufficient grounds for the annulment of the Letter of Intent (LOI) and forfeiture of our bid security / EMD.
9. We confirm that our Bid shall remain valid for a period of One Hundred and Eighty (180) days after the stipulated date of opening of Technical Bid, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period in accordance with Cl. No. ITB-14.

10. We declare that none of the Partners of our firm is relative of employee of West Bengal State Electricity Distribution Company Limited.
 11. We declare that in accordance with Cl. No. SCC-15, none of our workers engaged with this job, will not be engaged in any other job during the Contract Period stipulated in Cl. No. GCC-6, subject to Cl. No. GCC-8.
 12. We declare that we will complete the job in all respect as described in the Scope of Work during the Contract Period stipulated in Cl. No. GCC-6, subject to Cl. No. GCC-8.
- We also declare that; we will abide by the decision taken by the Controlling Officer of WBSEDCL if we fail to perform the job mentioned under the scope of contract within stipulated time as per the provisions mentioned in Cl. No. GCC-9.
13. The Bid Document, subsequent correspondences together with the Letter of Award of WBSEDCL shall constitute a Contract between WBSEDCL and ourselves.
 14. We, hereby, declare that this proposal is made, without any connection with any other person, firm or party likewise submitting a proposal for undertaking this contract, in all respects for and in good faith, without Collusion or Fraud or Coercive practice.

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

Thanking you,

Yours faithfully,

Date:
Place:

(Signature)

(Name):
(Designation):
(Company Seal):

Business Address:
Country of Incorporation:
Name & Address of the Company Head:

Attachment – 1

Experience Record

(To be submitted on the letter head of Bidder)

Sl. No.	Name of the Project and Name of the Employer of the Project	Location	Brief Scope of Work	Contract Price as per LOA (in Rs. or INR equivalent)	Contract Period (in Days)	Date of Completion

Date:

Signature:

Notes on Experience Record:

- i. The tenderer should possess experience with

One similar nature of work (Operation & Maintenance/ Installation & Commissioning/ Overhauling of Hydro Power Plant having Capacity Not less than 5 MW) of value not less than 50% of estimated cost i.e., Rs. 59,65,904.00/- (Rupees Fifty-Nine Lacs Sixty-Five Thousand Nine Hundred Four only) in a financial year during last Five (05) years in single contract.

Or

Two similar nature of works (Operation & Maintenance/ Installation & Commissioning/ Overhauling of Hydro Power Plant having Capacity Not less than 5 MW) of value not less than 40% of estimated cost i.e., Rs. 47,72,723.00/- (Rupees Forty-Seven Lacs Seventy-Two Thousand Seven Hundred and Twenty-three only) in a financial year during last Five (05) years in single contract.

- ii. Annual turnover should be at least Ninety (90) Lakh Rupees in any financial year during the last Three (03) years.
- iii. In support of the above, the bidders shall submit the Letter of Award (LOA) / Work Order/ Purchase Order and associated according Completion Certificate duly signed by respective ordering authority.
- iv. The beginning and the end date for the above general qualification experience should fall within the preceding Three (05) years reckoned from the date of this NleT Publication.

Attachment – 2

Self-Declaration on Banning of Business during last Five (05) years

(To be submitted on the letter head of Bidder)

TO WHOM IT MAY CONCERN

I / We, M/s _____ (Name of Bidder) hereby certify that I / we have not been banned / de-listed / black listed / debarred / holiday listed from business by any PSU / Govt. Department / Semi-Govt. / Govt. Undertakings / Enterprise etc. during last 05 (Five) years on the grounds mentioned in Cl. No. ITB-4.c.

It is understood that if this declaration is found to be false in any particular, WBSEDCL shall have the right to reject my / our bid with the forfeiture of Earnest Money as per Cl. No. ITB-13 and if the bid has resulted in a Contract, the contract is liable to be terminated with the forfeiture of Performance Security as per Cl. No. ITB-20.

Date:

Place:

(Signature)

(Name):

(Designation):

(Company Seal):

Attachment – 3

ECS Form

(To be submitted on the letter head the bidder)

1. BIDDER'S DETAILS:

- a) BIDDER'S NAME : _____
- b) ADDRESS : _____

- c) CONTACT NO. : _____

2. PARTICULARS OF BANK ACCOUNT:

- a) BANK NAME : _____
- b) BRANCH NAME : _____
- c) BRANCH ADDRESS : _____
- d) CONTACTNO. : _____
- e) IFSC CODE OF THE BANK : _____
- f) ACCOUNT TYPE (S.B. Account / Current Account) : _____
- g) ACCOUNT NUMBER (As appearing on the Cheque Book): _____

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect Information, I would not hold the user Company responsible.

Date: _____

(Signature of the Bidder)

FORM 2: FORMAT FOR BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

(The non-Judicial stamp paper of Rs 100/- should be in the name of issuing bank)

Ref. _____

Bank Guarantee No. _____

Date: _____

To

(Address of the Employer)

Dear Sirs,

In consideration of West Bengal State Electricity Distribution Company Ltd., (herein after referred to as the "Employer" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ with registered / Head office at _____

_____ (hereinafter referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract issued by Employer's Letter of Intent _____ No.

_____ dated _____ for _____

_____ (name of work) and the same having been acknowledged by the Contractor, resulting in a Contract _____ bearing _____ No.

_____ dated _____

_____. Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. _____

(_____ in words _____) being Ten Percent (10%) of the total contract price (composite Contract Price for First and Second Contract).

We _____
(Name of the bank) having our Head Office at _____

(hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any or all amount payable by the Contractor to the extent _____ of _____ Rs.

(_____ in words _____)

_____ as aforesaid at any time up to _____

* (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

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

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

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs. _____ (_____) in words _____ and it shall remain in force upto and including _____ ** (day/month/year) and shall be extended from time to time for such period as may be desired M/s.

_____ on whose behalf this guarantee has been given.

Unless a demand or claim is lodged on us within and including _____ *(day/month/year), we shall be discharged from all liabilities thereafter.

Dated this _____ day of _____ 20_____ at _____

Witness 1.

Witness 2.

Name : _____

Name : _____

Address: _____

Address: _____

Signature: _____

Signature: _____

Attorney as per Power of Attorney No.

Date _____

* Till 3 (three) months after the validity of the Bank Guarantee.

** Upto Twelve (24) months (calculated based on the Contract Period as per Cl. No. GCC-6)

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank.
2. The sum shall be Ten Percent (10%) of the total contract price.

The performance Bank Guarantee / Contract Performance Bank Guarantee shall be valid as per terms of contract. A period of three (03) months should be added as claim period from the last date of validity of the Bank Guarantee.

FORM 3: EXTENSION OF BANK GUARANTEE

Ref. _____

Bank Guarantee No. _____ Date: _____

To

(Address of WBSEDCL)

Sub: Extension of Bank Guarantee No. _____ for Rs.

_____ favoring yourselves, expiring on

_____ on account of M/s.

_____ in respect of

Contract No. _____ dated

_____ (hereinafter called original Bank Guarantee).

Ref: LOA Nos. _____ dated

Dear Sirs,

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

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

Yours Faithfully,

For _____

Manager/Agent/Accountant _____

Power of Attorney No. _____

Dated _____

SEAL OF BANK

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

FORM 4: FORMAT FOR CONTRACT AGREEMENT

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

Articles of agreement made on this _____ day of _____ in the year _____ between West Bengal State Electricity Distribution Company Limited (A Government of West Bengal Enterprise) having its head office at Vidyut Bhavan, Block – DJ, Sector – II, Salt Lake, Kolkata – 700 091 hereinafter referred as 'Employer' (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART,

AND

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

WHEREAS the Employer invited tenders vide Tender Notice No.

_____ dated _____ (annexed hereto) for “Daily, periodical and annual inspection & round-the-clock maintenance job of 4 x 12.75 MW Pelton type Turbo Generator Sets & associated electro-mechanical installations along with illumination, UPS & batteries, DG and complete power & control circuits, within power house and 132/33/11 KV Sub-station including all electrical and structural components and intake, forebay, tailrace gates with all electro-mechanical components at Rammam Hydel Project, St-II, WBSEDCL for 24 Months from 1st April 2025 to 31st March 2027.”

AND WHEREAS in pursuance of such invitation for tenders, the contractor submitted a tender vide no. _____ dated _____ (annexed hereto). The Techno-commercial part of which was opened on _____ and the Price bid was opened on _____ (the tender offer is in custody of the Employer at present).

AND WHEREAS AFTER consideration of the tender submitted by the contractor with clarification(s), if any, the Employer accepted the said tender submitted by the contractor and placed Letter of Award vide no. _____ dated _____ (annexed hereto).

NOW, THEREFORE, the Employer and the Contractor agree as follows:

1. The Contractor agrees to undertake the work of “Daily, periodical and annual inspection & round-the-clock maintenance job of 4 x 12.75 MW Pelton type Turbo Generator Sets & associated electro-mechanical installations along with illumination, UPS & batteries, DG and complete power & control circuits, within power house and 132/33/11 KV Sub-station including all electrical and structural components and intake, forebay, tailrace gates with all electro-mechanical components at Rammam Hydel Project, St-II, WBSEDCL for 24 Months from 1st April 2025 to 31st March 2027.” as per Letter of Award No. _____ dated _____ referred to above.

2. The Employer agrees to pay the Contractor as per Letter of Award No. _____
_____ dated _____ referred to above.
3. Both the Employer and the Contractor 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, month and year written as above.

SIGNED, SEALED AND DELIVERED

<p style="text-align: center;"><u>Employer</u></p> <p>Signature: _____</p> <p>Name of the Officer: _____</p> <p>Designation: _____</p> <p>Place: _____</p> <p>Date: _____</p>	<p style="text-align: center;"><u>Contractor</u></p> <p>Signature: _____</p> <p>Name of the authorized person: _____</p> <p>Designation: _____</p> <p>Place: _____</p> <p>Date: _____</p>
<p>Witness 1:</p> <p>Signature: _____</p> <p>Name and Address: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Witness 1:</p> <p>Signature: _____</p> <p>Name and Address: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Witness 2:</p> <p>Signature: _____</p> <p>Name and Address: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Witness 2:</p> <p>Signature: _____</p> <p>Name and Address: _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

FORM 5: FORMAT FOR INDEMNITY BOND

(To be executed on Non-Judicial Stamp Paper of Rs. 10/-)

BY THE PRESENT INDEMNITY BOND EXECUTED by me/us on this _____ day of _____, I/We having Registered Office at _____ (hereinafter called "OBLIGOR/OBLIGORS" which expression shall mean and includes my/our successors legal representatives, assigns) do hereby binds myself / ourselves and also our company / firm _____ after having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited (WBSEDCL), a Government of West Bengal Enterprise within the meaning of sec. 617 of the Company's Act, 1956 having registered office at Vidyut Bhavan, Block – DJ, Sector – II, Salt Lake, Kolkata – 700 091 (hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns.

Whereas OBLIGOR/OBLIGORS has/have been awarded to execute the job/works under Letter of Award Nos. _____ dated _____ issued by the OBLIGEE after having observing necessary formalities, the details of which is described in the schedule given here under as per letter mentioned herein-above and whereas the said job/works will be/likely to be done in places covered under Employees' State Insurance Act (ESI) and/or the Employee Compensation Act, 1923 (W.C. Act) and/or other laws relating to the Labour Management and Welfare.

And whereas according to the condition of the contract the OBLIGOR/OBLIGORS is/are under obligation to execute this Indemnity Bond before the commencement of actual execution and OBLIGOR/OBLIGORS is/are aware that unless this Indemnity Bond is executed in accordance with the condition of contract before the actual execution in accordance with law the OBLIGEE shall have the power to deem that actual work has been stated 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 OBLIGOR/OBLIGORS will take/ adopt all safety norms in respect of each and every workman labour personnel according to the rules or to the satisfaction of the OBLIGEE IN ALL CASES.
2. That the OBLIGOR/OBLIGORS undertakes/ undertake to engage only those labour worker or any other personnel whether skilled or unskilled or any other person whether in technical management or non-managerial or any other capacity in the area covered under Employee' State Insurance Act, 1948 who has/have insurance coverage within the meaning of Employees' State Insurance Act and further undertakes NOT to engage any person in the area covered under Employees State Insurance Act., who does/do not has/have insurance coverage within the meaning of Employees' State Insurance Act,1948.
3. That the OBLIGOR/OBLIGORS further undertakes/undertake to engage only those labour, worker, or any other personnel, whether skilled or unskilled, whether in technical, managerial or non-managerial or any other capacity in the area NOT covered under Employees' State Insurance Act 1948, who has life insurance for the sum assured equivalent to the amount of Compensation under the Employees Compensation Act in case of accidental death or inquiry and such insurance has been effected by the OBLIGOR/OBLIGORS.

4. 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.
5. THAT the OBLIGOR/OBLIGORS shall keep harmless the OBLIGEE from all claims, compensation, damages, any proceedings in respect of any of its employee/workmen under the Employee Compensation Act or any other laws for the time being in force.
6. 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.
7. THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/OBLIGORS has/have not complied with guidelines/formalities within the meaning of Employees' State Insurance Act or Employee Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/OBLIGORS is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/OBLIGORS.
8. THAT, if at any time, due to exigency, the OBLIGEE i.e. the West Bengal State Electricity Distribution Company Limited (WBSEDCL) 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

FORM 6 : LIST OF MANDATORY DOCUMENTS

SI No.	Name of Document	Check mark
1.	Signed NIT	
2.	Signed corrigendum of NIT (if any)	
3.	EMD submission document	
4.	GST Registration Certificate	
5.	PAN	
6.	IT Return for last three (03) years	
7.	Balance sheets for last three (03) financial years	
8.	Valid Electrical Contractor's License along with valid Supervisory Competency Certificate (Part 7C is mandatory)	
9.	EPFO documents	
10.	Up to date P. Tax challan	
11.	Company Details : Partnership Deed, Co-operative Society by Law, MOA, Trade License, Company Registration certificate	
12.	Form 1: Bid form (as per proforma) (duly filled up & signed)	
13.	Attachment 1: Experience Record (as per proforma) (duly filled up & signed)	
14.	Documentary evidence in support of experience (LOA/PO and completion certificate)	
15.	Attachment 2: Declaration of Black / Holiday listing (as per proforma) (duly filled up & signed)	
16.	Attachment 3: ECS Form (as per proforma) (duly filled up & signed)	
17.	Attachment 4: Documentary evidence in support of eligibility against Annual turnover	
18.	Form 6: List of mandatory documents (duly filled up & signed)	