



**WBSEDCL**

Tender Documents

for

**Supply & delivery of 02 nos. 3.3kV/110V, 3-Ph, 3-Limb, 3-wire Resin Cast, draw out type Potential Transformer for Bienco Lawrie Limited make panel having 100VA output at CL-1 or B-accuracy complete with HT & LT fuses, Riser Connection, Plug-In-Connection, Plug-In-Chamber & Rail at Rinchington Hydel Power station under Mini Micro Hydel Division, WBSEDCL, Kurseong.**

**NIeTNo.: -WBSEDCL/DE(E)/MMHD/e-Tender/ELECT/2025-26/10**

**Date: 09/02/2026**

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**SECTION - A**  
**NOTICE INVITING e-TENDER**

NIT No.: WBSEDCL/DE(E)/MMHD/e-Tender/ELECT. /2025-26/10 Date: 09/02/2026

The Superintending Engineer (Elect.), Mini Micro Hydel Division, Kurseong, WBSEDCL invites e-tender through online submission of Bid for the work as detailed in the table below:

Sl. No.	Name of the work	Estimated Cost	Earnest money Deposit (EMD)	Completion Time	Eligibility of contractor
1.	Supply & delivery of 02 nos. 3.3kV/110V, 3-Ph, 3-Limb, 3-wire Resin Cast, Draw out type Potential Transformer for Biecco Lawrie Limited make panel having 100VA output at CL-1 or B-accuracy complete with HT & LT fuses, Riser Connection, Plug-In-Connection, Plug-In-Chamber & Rail at Rinchington Hydel Power station under Mini Micro Hydel Division, WBSEDCL, Kurseong.	Rs. 2,44,400/- (Rupees Two Lakh Forty-Four Thousand and Four Hundred only)	Rs. 4888/- (Rupees Four Thousand Eight Hundred and Eighty-Eight Only)	30 (Thirty) days	The bidder must be original manufacturer/ authorized dealer of biecco Lawrie ltd make Potential Transformer who have successfully completed similar work of supply & delivery of Potential Transformer during last 3 (Three) years for WBSEDCL/WBSETCL/ Govt. departments /Other Power Utilities.

**Terms & Conditions of e-Tender:**

1. Intending bidders may download the tender documents from the website <http://wbtenders.gov.in> directly with the help of Digital Signature Certificate (DSC).
2. Tender Cost /Tender Fees are abolished for e-Tendering. All participating bidders are therefore exempted from payment of Tender Fees.
3. Earnest Money Deposit shall be submitted through online mode through the e-Tendering portal (<https://wbtenders.gov.in>). All offline submission of payment instruments like Bank Draft, Pay Order etc. have been stopped for e-tender procurement. In case of unsuccessful/ rejected bids, the EMD shall be refunded directly from the e-Tendering portal. However, for successful bids, the EMD will be refunded by WBSEDCL as per norms. Further details in respect of online payment as well as refund of EMD are provided within the EMD clause (Section-B, Instruction to Bidders, Clause No. 16).

#### 4. Eligibility criteria for participation in tender:

(i) The bidder must be original manufacturer/ authorized dealer of biecco Lawrie make Potential Transformer who have successfully completed similar work of supply & delivery of Potential Transformer during last 3 (Three) years for WBSEDCL/WBSETCL/ Govt. departments /Other Power Utilities.

Copies of Work Orders along with Completion Certificates indicating Estimated Amount, Value of work-done, Date of completion of the work and detailed communication address along with contact number and e-mail id of the client should be submitted by the Bidder. Completion Certificate from the concerned Executive Engineer/District Engineer/Divisional Engineer or equivalent rank and above will be treated as valid credential.

(ii) The word 'similar' shall mean similar type of work of manufacturing of Potential Transformer OR manufacturing of Potential Transformer along with their supply & delivery OR Supply & delivery of Potential Transformer OR manufacturing of Potential Transformer and their supply & delivery plus supervision of Erection, Testing & Commissioning OR Supply & delivery of Potential Transformer plus supervision of Erection, Testing & Commissioning.

(iii) The bidders shall have to submit valid copies of Professional Tax deposit challans for the last six months, GST Registration certificate (GSTIN), PAN Card and Income Tax Return Acknowledgement for the Assessment Years 2024-25, 2023-24 & 2022-23 Trade License in respect of the prospective bidder, Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License), Limited Company (Incorporation certificate, Trade License), Co-operative Society (Society Registration copy, Trade License).

(iv) The bidder shall submit reports on the financial standing i.r.o. solvency of Bidder (Company/ Firm) as certified by bankers, audited annual reports on accounts with auditors' certificate for companies registered under Companies Act and Tax Audit Report for Partnership Firms for Financial Years 2024-25, 2023-24 & 2022-23.

(v) Net worth for the each of the last 03 (three) Financial Years (2024-25, 2023-24 & 2022-23) should be positive. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.

(vi) The bidder's Minimum Average Annual Turnover (MAAT) for last 03 (three) Financial Years shall not be less than 30% of the estimated cost.

(vii) The working capital of the bidder in the preceding year of bid submission shall not be less than 30% of the estimated cost.

(viii) Neither prospective Bidder nor any of the constituent partners had been barred to participate in any Tender by any Government Department / Semi-Govt. / Govt. Undertakings / Enterprises etc. during the last 3 (three) years prior to the date of this

10. **Cost of Bidding:** The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the WBSEDCL. The WBSEDCL reserves the right to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Bidder at any stage of Bidding.
11. **Mobilization advance:** No mobilization advance and secured advance will be allowed.
12. **Cancellation of Tender:** The WBSEDCL also reserves the right to cancel the Tender due to unavoidable circumstances and no claim in this respect will be entertained.
13. **Dis-qualification of Bidders:** Any canvassing in connection with the tender is strictly prohibited in the tender submitted by the Bidder. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder will not be allowed to participate in the tender and that application will be rejected as per the norms. The eligibility of a Bidder will be ascertained on the basis of the documents submitted by the Bidder in support of eligibility criteria. If any document submitted by a Bidder is found incorrect / manufactured / fabricated or false at any stage, his Tender will be outrightly rejected and legal action will be taken against him as deemed fit as per the rule of law. Any evidence of unfair trade practices including over charging, Price fixing, cartel etc as defined in various statutes will automatically disqualify the bidders.
14. **Rejection of Bid:** The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tender(s) or to split the whole work to more than one contractor without assigning any reason whatsoever. No conditional bid and/or incomplete bid will be accepted under any circumstance.
15. **Amendment of the Bid Documents:** The tender inviting authority reserves the right to modify, amend or supplement the tender document. Any corrigendum, notification concerning this tender will be published in the e-tender portal <https://wbtenders.gov.in> and it will be treated as part and parcel of the tender. The bidders are, therefore, advised to follow the website for such corrigendum, notification etc.
16. The participating bidders may please note that the successful bidder shall have to execute and submit a **Contract Agreement** and an **Indemnity Bond** in the prescribed format before commencement of the work together with submission of required performance guarantee.
17. Prospective Bidders are advised to note carefully the minimum qualification criteria as mentioned in clause no. 4 above & in "Instructions to Bidders" stated in Section - "B" before tendering the bids. Other information as well as terms and conditions, which are

NIT. Such debarring will be considered as disqualification towards eligibility, declaration in this respect has to be furnished by the prospective bidders).

(ix) The prospective Bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 3 (three) years. Such abandonment or rescission will be considered as disqualification towards eligibility. (A declaration in this respect has to be furnished by the prospective bidders).

- 5. Financial Offer:** The intending Bidders are required to quote the percentage rate online as per specified format/B.O.Q. The financial offer of the prospective bidder will be considered only if the technical bid of the bidder is found qualified by the WBSSEDCL. The decision of the WBSSEDCL will be final and absolute in this respect. The list of qualified bidders of Technical Bid will be displayed in the website.
- 6. Participation in the Tender:** The prospective Bidder shall be allowed to participate in the tender either in the capacity of individual or as a partner of firm. If any of the bidders found to have applied severally for a single job, all his offers will be rejected for that job. No agent is allowed to participate in the tender. Original manufactures will only be allowed to participate in the tender.
- 7. Bid Validity:** Bids shall remain valid for a period not less than 180 (one hundred eighty) days from the last date of submission of Bid. If the bidder modifies/withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of Earnest Money Deposit (EMD).

**8. Date and Time Schedule:**

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (Online) (Publishing Date)	16.02.2026 at 10:00 Hrs.
2	Bid submission start date (Online)	16.02.2026 at 10:00 Hrs.
3	Documents download End Date	02.03.2026 up to 16:00 Hrs.
4	Bid Submission closing date (Online)	02.03.2026 up to 16:00 Hrs.
5	Date of submission of Earnest Money Deposit etc. (online)	Up to 16:00 Hrs. of 02.03.2026
6	Technical Bid opening date (Online)	06.03.2026 at 11:00 Hrs.
7	Date of uploading list for Technically Qualified Bidder (Online)	To be intimated later
8	Financial Bid opening Date (Online)	To be intimated later

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

not covered above, will be made available in 'Instruction to Bidders', 'General Conditions of Contract' and 'Technical Specification' of this tender.

**18. Official Communication:** All the important correspondence must be done through declared authorized email id with original scanned copy of documents/letter in company's letter head/pad. However hard copies should be submitted in the office through post/by hand. Any further information related to this tender may be available from the following office:

Office of the Divisional Engineer (Elect.), Mini Micro Hydel Division,  
West Bengal State Electricity Distribution Company Limited (WBSEDCL),  
2<sup>nd</sup> Floor, Administrative Building, Near Kurseong Municipality Office, Dowhill Road, P. O.  
Kurseong, Dist.: Darjeeling, West Bengal, Pin-734203.

Website : [www.wbsedcl.in](http://www.wbsedcl.in)  
Contact Tel. nos.: 9332788634,  
Email id : [de.mmhd@wbsedcl.in](mailto:de.mmhd@wbsedcl.in)

  
(Simit Subba)

Superintending Engineer (Elect.)

**SECTION - B**  
**INSTRUCTION TO BIDDERS**

**1. General guidance for e-Tendering:**

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

**2. Registration of Bidder/Tenderer:**

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

**3. Digital Signature certificate (DSC):**

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

**4. Downloading of Tender documents:**

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

**5. Tender Fee:**

Cost of Tender / Tender Fee are abolished for e-Tendering. All participating bidders are therefore exempted from payment of Tender Fee.

**6. Eligibility Criteria for participation in the Tender:**

This will be as per clause no. 4 of the "Notice Inviting e-Tender" (Section-A).

**7. Submission of Tenders:**

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

**A. Technical proposal**

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

**A-1. Statutory Cover** containing three covers (folders) viz. (a) NIT (b) Draft/EMD & (c) Annexures/forms.

(a) **NIT folder** containing downloaded and uploaded copies (duly digitally signed) of the following: -

i. Notice Inviting e-Tender (NIeT) including ITB, General Conditions of Contract, Tech Specification for work and Addenda/Corrigenda, if published

(b) **Draft/EMD folder** containing-

i. Copy of Internet Banking Payment Gateway/ Electronic Instrument (RTGS/NEFT) challans generated from the e-tendering portal/ Bank Guarantee as prescribed in the NIT,

ii. Scanned copy of BG of EMD, if required as prescribed in the NIT.

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

i. Check List (as per **Form No. - I** of Forms/Pro-forma Section)

ii. Certificate regarding Summary Statement of Average Annual Turnover according to Annual Audit Report on Accounts (as per **Form No. - II** of Forms/Pro-forma Section)

iii. Pro-forma for undertaking to be submitted by the bidder (as per **Form No. - III** of Forms/Pro-forma Section)

iv. Format of letter of bid (as per **Form No. - IV** of Forms/Pro-forma Section)

v. Declaration by bidder (as per **Form No. - V** of Forms/Pro-forma Section)

vi. Statement of similar type of works executed during last 07 (seven) years (as per **Form No. - VI** of Forms/Pro-forma Section)

vii. Pro-forma for Other Allied Information of the Bidder(s) (as per **Form No. - VIII** of Forms/Pro-forma Section)

**A-2 Non-statutory/Other statutory cover** containing valid copies of documents regarding eligibility of bidders as stated in **clause no. 4** of the "Notice Inviting e-Tender. THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER

Sl. No.	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES	1. PAN 2. G.S.T. Document 3. P. Tax Document 4. Audited Annual Report on Accounts documents 5. ITR Document 6. Credit facility from any schedule bank to make short fall in working capital (as per <b>Form No.-IX</b> of Annexures/Forms Section)
B.	Company Profile	Company Details	1. Registration Certificate under Company Act (If any). 2. Registered Deed of partnership Firm/ Clause of Association & Memorandum. 3. Power of Attorney (For Partnership Firm/ Private Limited Company, if any). 4. Current Year no objection Certificate issued by the Assistant Register of Co-Op(S) (ARCS). 5. Valid bye laws are to be submitted by the Registered labour Co-operative(s), Engineers' Co-operative(s).

			6. Valid Trade License.
C.	Credential	Credential	Copy of order/s along with completion Certificate/s for similar nature of work done as per the tender. Contract Order(s) along with completion certificate issued by the concerned Executive Engineer/District Engineer/Divisional Engineer or equivalent rank of WBSEDCL/Other Power utilities/Govt. department.
D.	Declaration	Declaration	Declaration of Black Listing / Holiday Listing (as per Form No. - VII of Annexures/Forms Section)

### **B. Financial Proposal (in one cover/folder)**

It contains "Bill of Quantities" (BOQ). The rate to be quoted in the BOQ on "Percentage basis" in the space marked for quoting rate (either "Excess", "Less" or "At par" i.e. "0.00%"). Quoted rate will be encrypted in the B.O.Q. under Financial Bid.

Note: - Failure of submission of any of the above-mentioned documents (as stated in A1 and A2) will render the tender liable to summarily rejected for both statutory & non-statutory covers.

#### **\*\*Process**

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

#### **\*\*Opening & evaluation of Technical Proposal**

i. technical proposals will be opened only for those bidders who will deposit their EMD as per the tender terms, by the authorized representatives of WBSEDCL from the website stated using their Digital Signature Certificates (DSC).

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

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

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

v. Uploading of summary list of technically qualified bidders:

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

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

#### **\*\*Opening & evaluation of financial proposal**

- i. financial proposals of the bidders, declared technically eligible, will be opened electronically by the Tender Inviting Authority (authorized representative of WBSEDCL) from the web portal stated above on the prescribed date.
  - ii. The encrypted copies will be decrypted and the rates will be read out to the bidders remaining present at that time.
  - iii. After opening of the financial proposal, the preliminary summary result containing inter-alia, name of the bidder and the rates quoted by them will be uploaded.
  - iv. The bids will be evaluated on the basis of technical and financial proposal for the entire scope of work covered under this bid document.
  - v. The bidder whose offer has been accepted will be finalized after the evaluation procedure & it will be notified by the Tender Inviting Authority (authorized representative of WBSEDCL) through Letter of Intimation. The same will be made available/uploaded in the website <https://wbtenders.gov.in>.
  - vi. Decision of Tender Inviting Authority will be final and binding to every bidder.
  - vii. The selected bidder will be asked to produce the documents like Contract Agreement, Indemnity Bond, Performance Security (if applicable) and any other document on demand of WBSEDCL within a specified timeframe.
  - viii. WBSEDCL has the right to reject the tender if the bidder is unable/ disagreed to produce the same.
  - ix. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
  - x. The Tender Accepting Authority may ask any of the bidders to submit analysis to justify the rate quoted by that bidder.
- \*\* Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.

**8.** Any documents if required regarding the above-mentioned NIT shall have to be submitted by the bidders physically at the following Office: -

Office of the Divisional Engineer (Elect.), Mini Micro Hydel Division,  
West Bengal State Electricity Distribution Company Limited (WBSEDCL),  
2<sup>nd</sup> Floor, Administrative Building, Near Kurseong Municipality Office, Dowhill Road, P. O.  
Kurseong, Dist.: Darjeeling, West Bengal, Pin-734203.

**9. Parties Who May Bid:**

- a. Invitation of bid is open to the eligible bidders of Indian origin and the bid will be made on the basis of local competitive bids (LCB).
- b. All materials to be supplied and services to be rendered under this contract shall be accepted from bidders fulfilling the eligibility/capability criteria.
- c. A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of the firm. If any of the bidders is found to have applied severally in a single job all his applications/bids will be summarily rejected for that job.

#### **10. RESPONSIBILITY OF BIDDERS:**

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

#### **11. COST OF BIDDING:**

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

#### **12. CLARIFICATION OF BIDDING DOCUMENT:**

Should there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBS&EDCL, marked to the Superintending Engineer (Elect.), WBS&EDCL before last date of submission of bids. The clarification given in the pre-bid discussions if any shall be final and binding on the bidders.

#### **13. AMENDMENT OF BIDDING DOCUMENTS:**

- a. At any time prior to the deadline for submission of bids, WBS&EDCL may, for any reason whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing amendments. Any such amendment shall be part of the bidding document.
- b. Such amendment(s) will be published on the same e-tender portal <https://wbtenders.gov.in>. Owner will bear no responsibility or liability arising out of non-pursuance of the same in time or otherwise by the bidder. In order to afford prospective

bidders reasonable time in which to take the amendment into account in preparing their bids, the owner may, at its discretion, extend the deadline for submission of bids.

Such amendments, clarification, etc. shall be binding on bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bids.

#### **14. BID PRICES:**

a. The bidder shall quote their price in the appropriate format in percentage Excess or At par (i.e., 0.00 %) or Less on the estimated price.

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

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

#### **15. VALIDITY OF BID:**

a. Financial Bid shall preferably be opened within 30 (Thirty) days from the date of opening of Techno-commercial Bid except for special circumstances.

b. The offer against the tender should remain valid for a minimum period of 180 days from the last date of submission of bid.

c. Prior to the expiry of the original validity period, WBSMEDCL may request extension in the period of validity for a further suitable period without any change in terms & conditions of the offer.

#### **16. BID GUARANTEE/EARNEST MONEY DEPOSIT:**

The bidder shall deposit the requisite earnest money of Rs. 4888/-/- (Rupees Four Thousand Eight Hundred Eighty Eight) only through online mode only. Following payment options are available for online payment of EMD, for the intending bidders,

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

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

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

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

## **GENERAL INSTRUCTIONS FOR ONLINE PAYMENT:**

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

## **REFUND OF EMD AMOUNT:**

- i. For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- ii. For successful bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and following due procedures.
- iii. The bank account used for payment of EMD by bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.
- iv. For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz., 033-40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI Bank.

The bidder shall not claim any interest on Earnest Money Deposit (EMD). Earnest Money in any other form or amount will not be accepted.

In case, WBSEDCL cancels the tender on his own for any reason, the EMD submitted by the bidders will be returned without any interest subsequently.

## **17. PROCESS TO BE CONFIDENTIAL:**

- a. After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- b. Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.

## **18. TIME SCHEDULE:**

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

**19. EVALUATION AND COMPARISON OF BIDS:**

- a. On examination of document submitted under different covers WBSSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.
- b. Evaluation of bid will include and will take into account:
  - i. WBSSEDCL shall evaluate and compare only the bids determined to be substantially responsive.
  - ii. The bids shall be evaluated on the basis of total price for the entire scope of work covered under this bid document.
  - iii. Evaluated bid price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the lowest bid will be selected for award of contract.
  - iv. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.

**20. TAXES, DUTIES AND OTHER LEVIES:**

- a. The contractor shall be solely responsible for the taxes that may be levied on the contractor's persons or on earnings of any office employee and shall hold the WBSSEDCL indemnified and harmless against any claims that may be made against the purchaser. The WBSSEDCL does not take any responsibility what-so-ever regarding taxes under Indian Income Tax Act, for the contractor or his personnel. If it is obligatory under the provisions of Indian Income Tax Act, deduction of Income Tax at source shall be made by the purchaser.
- b. All other duties/levies/CESS payable by the bidder shall be included in the bid price and no claim on this behalf will be entertained by the owner. GST shall be paid as per statute.

**21. LAWS GOVERNING CONTRACT:**

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

**22. LANGUAGE AND MEASURES:**

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

**23. CORRUPT OR FRAUDULENT PRACTISE:**

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

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

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

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

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

**24. SITE VISIT:**

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

**25. FREIGHT & INSURANCE:**

The successful bidder on awarding of contract shall arrange, secure and maintain all insurance including transit insurance as may be pertinent to the work and obligatory in terms of law to protect the interests of WBS&EDCL against all perils. However, the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be bidders' alone. The Freight & Insurance charges shall be included in the bid price and no claim on this behalf will be entertained by the owner.

**26. CORRECTNESS AND SUFFICIENCY OF RATES QUOTED IN THE TENDER:**

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

**27. RIGHT TO ACCEPT OR REJECT ANY OR ALL OFFERS:**

WBS&EDCL reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders the reason for WBS&EDCL's action.

If the successful bidder will not enter into Contract Agreement and/or submit the performance security/contract performance and/or Indemnity Bond within stipulated time as mentioned in the Letter of Intimation, his EMD will be forfeited and the job may subject to be cancelled.

**28. PENALTY FOR SUPPRESSION / DISTORTION OF FACTS:**

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

**29. AWARD OF CONTRACT:**

The Bidder whose Bid would be accepted will be notified by the authorized Official of WBS&EDCL through acceptance letter/Letter of award. The notification of award will constitute the formation of the Contract. The Agreement as per enclosed format in G.C.C. will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents.

**30. HOLIDAY LISTING:**

The holiday listing policy of WBS&EDCL shall be applicable to the participating bidders in the e-tendering in case of any deviation is found from normal contractual conduct. A declaration as per '**Form No.-VII of Forms/Proforma section**' of the tender document is to be submitted by the bidders.

**31. CONTRACT AGREEMENT:**

The agreement as per enclosed format specified in '**Form No.-X of Annexures/Forms section**' of this tender will incorporate all agreements between the tender accepting authority and the successful bidder. All the tender documents including NIT and BOQ will be part of the agreement. After acceptance of Letter of Award, the successful bidder shall have to submit requisite copies of contract documents stated as per '**Clause No.-25 of General Conditions of Contract (GCC)**'.

**32. INDEMNITY BOND:**

The contractor (successful bidder) shall have to produce Indemnity Bond as per '**Form No. - XI of Annexures/Forms section**' within the stipulated time as mentioned in the Letter of Award (LOA) to 'The Chief Engineer (Hydel), Hydel Headquarters, Siliguri, WBS&EDCL'.

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

**SECTION - C**  
**GENERAL CONDITION OF CONTRACT**

**1. DEFINITION OF TERMS:**

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

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

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

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

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

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

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

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

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

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

**Month** shall mean calendar month.

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

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

**2. SCOPE OF WORK:**

Briefly, the Scope of work under this contract covers Supply & delivery of 02 nos. 3.3kV/110V, 3-Ph, 3-Limb, 3-wire Resin Cast, Draw out type Potential Transformer for Bienco Lawrie Limited make panel having 100VA output at CL-1 or B-accuracy complete with HT & LT fuses, Riser Connection, Plug-In-Connection, Plug-In-Chamber & Rail at Rinchington Hydel Power station under Mini Micro Hydel Division, WBSEDCL, Kurseong. The Scope of work has been broadly detailed in Section-D under Technical Specification.

**3. COMPLETION PERIOD:**

(a) Time is the essence of contract. The work is to be completed in all respect within 60 (Sixty) days to be reckoned from the date of issuance of letter of award.

(b) The material delivered at site shall be received by your representative present at site and same shall be monitored by the supervising officer. All the materials shall be kept under your safe custody till the completion of the work.

**4. PAYMENT:**

100% (Hundred Percent) payment along with 100% (Hundred percent) taxes & duties shall be made within 60 (Sixty) days from the date of submission of the following: -

- a) GST Prescribed bill in triplicate
- b) Contract Performance guarantee
- c) Original Receipted Challan/Invoice
- d) Store Receipt Voucher
- e) Receipt of material in good order & condition at site & inspection thereafter in presence of authorised representative of supplier.
- f) Copy of certificate of proper Supervision of authorised representative of Supplier of successful completion of installation, testing & commissioning.

**5. SUBMISSION OF TENDER:**

Please refer to sl. no 7 of Instruction to Bidders.

**6. PERFORMANCE GUARANTEE:**

- a. For the due performance of the Contract, the Contractor shall, within 21 days from the receipt Letter of Award but not later than the date of signing of Contract Agreement, furnish to the WBSEDCL, a performance guarantee for an amount equal to 10% (Ten percent) of the Contract price. The cost of complying with the requirements of this clause shall be borne by the Contractor unless the Contract otherwise provides.
- b. The performance guarantee provided by the Contractor in the form of an irrevocable Bank Guarantee, shall be in favour of WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED issued by any scheduled Bank or Bank branch

in India of a reputed Bank licensed to do business in India which is acceptable to the purchaser.

- c. The proceeds of the performance guarantee shall be payable to WBSSEDCL as compensation for any loss, resulting from Contractor's failure to complete his obligations under the Contract.
- d. The performance guarantee will not carry any interest. The performance guarantee shall be valid up to 90 (Ninety) after the date of issuance of defect liability certificate with a further claim period of 90 (Ninety) days. No claim shall be made against the performance guarantee after the issue of the defect liability certificate and the performance guarantee will be discharged and returned to the Contractor Ninety days after the defect liability period.
- e. The Contractor shall at his own cost, get the validity period of Bank guarantee extended from time to time till the completion of 90 days after Defect Liability period, as per the provision of Contract and shall furnish the extended revised bank Guarantee one month before the expiry date of the Original Bank Guarantee or any extension thereof. In case the extended /revised Bank Guarantee is not received by the WBSSEDCL within the specified period, the WBSSEDCL, entirely at its discretion, shall be at liberty to encash the aforesaid Bank Guarantee.

Alternatively, an amount equivalent amount equal to 10% (Ten percent) of the Contract price may be submitted in the form of Demand Draft in lieu of BG as performance guarantee. This amount will be returned after the end of Defect Liability period upon written request by the Contractor.

## **7. TESTING**

### **(a) Calibration:**

The instruments/equipment required for Inspection & Testing should have valid calibration as per following guideline: -

- i) Calibration Certificate issued by Laboratory accredited by NABL may be accepted unconditionally provided the certificate bears an Accreditation body Logo.
- ii) Calibration Certificate from Educational Institutions like IIT's, NIT's, J.U., C.U., and BHU only can be accepted provided they can demonstrate traceability.
- iii) Calibration Certificate from a Laboratory accredited by an accreditation body but not bearing Accreditation body logo may be accepted provided they can demonstrate traceability of the equipment used in calibration.
- iv) In case of a new testing equipment/instrument, manufacturer's calibration certificate may be accepted provided their Laboratory can demonstrate traceability or are accredited by NABL.
- v) In case, any vendor, during inspection at his Works cannot utilize any equipment due to defect or otherwise, he may get an opportunity to produce any equipment owned by other vendors provided that equipment is having a valid calibration certificate.

Necessary confirmation regarding above is to be given along with inspection offer failing which the inspection offer will not be accepted.

If during inspection & testing the suppliers fail to produce Calibration Certificate as indicated above the offered instruments/equipment may be rejected.

**(b) Inspection & Testing:**

The materials/equipment shall be subjected to tests as per relevant Indian Standards and as per our technical specification. If the Indian Standard has the provision of routine tests, each material/equipment shall be subjected to those routine tests. In all such cases, while offering, test reports indicating the test results should be submitted in three copies to the Superintending Engineer (E), Mini-Micro Hydel Division, Kurseong, Dist-Darjeeling. Delivery of the material/equipment shall be done after having the dispatch clearance from the Superintending Engineer(E), Mini-Micro Hydel Division, Kurseong, Dist-Darjeeling with the approval of the supplier's test reports and the supplier should send intimation to the Superintending Engineer(E), Mini-Micro Hydel Division, Kurseong, Dist-Darjeeling regarding dispatch of materials to Fazi Hydel Power Station near Sepoydhura, Kurseong & Little Rangit site near Bijanbari immediately after dispatch. No extra cost shall be charged for the above tests.

However, WBSUEDCL reserves the right to depute its Engineers for carrying out inspection and testing on the offered material/equipment as per relevant Indian Standards and our Technical Specification and also reserves the right to reject either raw materials or finished products found to be not complying with the requirement of the specifications and standards. The supplier shall give at least 15(fifteen) days prior intimation about the readiness of the materials/equipment in writing of the date and on the place at which work will be ready for testing and inspection. The supplier shall extend all assistance such as labour, materials, electricity, fuel, stores, apparatus and instruments as may be necessary to carry out the tests efficiently without any extra charges. If the facilities are inadequate to carry out tests as per Standard, the Supplier shall have to arrange suitable testing place having all such required facilities and the cost towards this will be on Supplier's account.

WBSUEDCL reserves the right to carry out in-house testing of the supplied materials at destination in presence of authorized representative of the Manufacturer. In case they do not remain present, company shall Test unilaterally and their result will be binding on them. In case the test results deviate from the inspection result carried out at Manufacturers' Works (more than 2% tolerance as per IS wherever applicable), the Company reserves the right to cancel the specific material/equipment and in that event material/equipment are to be replaced by the Manufacturer free of cost including the transportation from the site to their works and back.

**(c) Re-testing Charge:**

In case of failure to present the offered equipment/materials during inspection (fake offer) or failure in two consecutive inspections of any particular lot of offered materials/equipment, re-testing fee will be charged @Rs.5,000/-(within the State of W.B) & @Rs.10,000/-(outside State) for carrying out each subsequent inspection of that particular lot, after their offer. The date of re-offer will be the date of submission of re-offer alongwith W.T.C. & copy of Duplicate Carbon Receipt (D.C.R).

(d) In case of outstation inspection, arrangement for to and fro journey/stay at that place will be made by WBSEDCL and the expenditure for the journey/ stay will be made by WBSEDCL.

#### **8. DESPATCH:**

(a) The supplier after receiving dispatch clearance from WBSEDCL shall deliver the equipment/materials within the stipulated date suitably packed to Rinchington Site near Kurseong located in Darjeeling District of West Bengal as instructed. The materials are to be booked by Road only and the same should be suitably packed and fully insured against all risks and deliver the consignment as per dispatch instruction to be communicated in due course. Immediately after dispatch of materials/equipment by Road, the supplier shall notify the purchaser and consignee officer about the value of consignment, weight and dimension of consignment by e-mail and post copy by Registered Post the relevant documents on the strength of which the consignment can be taken delivery at destination.

(b) Materials/equipment as per dispatch clearance shall have to be dispatched in advance so that the whole work can be completed within the stipulated period of the order.

#### **(c) Packing:**

The materials/equipment shall have to be securely packed in transportable lots as indicated in the technical specifications. If the materials/equipment is found acceptable after inspection and testing, the same shall be suitably sealed by our Inspecting Officer wherever considered. Due care shall have to be ensured during transportation to keep the packing and seal intact for acceptance by consignee officer. All necessary assistance in this regard shall be extended by the suppliers to the WBSEDCL's inspecting Team free of cost.

#### **(d) Checking of Equipment/materials after delivery:**

The materials delivered to consignee stores will be subjected to re-inspection/re-testing in presence of authorized representative of supplier for which due notice in advance will be furnished by the Superintending Engineer(E), MMHD, Kurseong. If any discrepancy/ dispute in quality arises in the equipment/material, the Supplier shall have to replace that equipment/material at the Supplier's cost and WBSEDCL reserves the right to take any penal action whatsoever without any further reference.

#### **9. SUBMISSION OF CHALLAN:**

Copies of Challans in triplicate are to be submitted to the consignee officer alongwith the materials/equipment at the time of physical delivery. The original signed Challan shall have to be submitted alongwith the bill. The duplicate copies of the challan duly signed by the consignee officer will be returned to the supplier.

**10. ADDITIONAL LIABILITIES:**

The WBSEDCL shall not take any additional liability towards enhanced taxes, duties beyond the scheduled delivery period/completion period as incorporated in the purchase orders if the delay is due to any failure on the part of the Supplier.

**11. IMPORT & EXPORT LICENCE:**

For imported equipment, orders will be subject to grant of an import license by the appropriate authority. The purchaser will arrange for necessary license.

The tenderer offering equipment manufactured outside India shall clearly state in his tender that there is no export restriction in the country of manufacture and the manufacturer do not anticipate any difficulty in obtaining necessary export license within a reasonable time from the date of issuance of Letter of Award.

**12. RISK PURCHASE:**

The time of delivery (offer for inspection) or physical dispatch stipulated in the purchase order shall be deemed to be of the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the said purchase order/contract/letter of intent, the purchaser shall be entitled to purchase such consignment or if not available, the best and nearest available substitute elsewhere on the account and at the risk of the contractor/supplier or to cancel the contract and the contractor/supplier shall be liable to compensate for any loss or damage which the purchaser may sustain by reason of such failure on the part of the supplier.

**13. LEGAL JURISDICTION:**

If any dispute or difference arises with respect to quality/quantity of the equipment/materials pertaining to this order or any other terms and conditions of the order including its execution, such dispute/difference shall be subject to settlement under the jurisdiction of Courts in Kolkata only.

**14. Refund of Earnest Money:**

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

with ICICI Customer Support, viz., 033-40267512/13 since payment gateway facility used by E-tender portal is maintained by ICICI Bank.

The bidder shall not claim any interest on Earnest Money Deposit (EMD). Earnest Money in any other form or amount will not be accepted.

In case, WBSEDCL cancels the tender on his own for any reason, the EMD submitted by the bidders will be returned without any interest subsequently.

**v. Forfeiture of Earnest money/Bid guarantee: -**

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

- If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.
- If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid;

In case of successful bidder, if the Bidder fails

- To accept LOI/Order unconditionally and sign contract
- To furnish the contract performance bond wherever applicable.

**15. DEFECT LIABILITY PERIOD**

- i) The term "defect liability period" shall mean a period of 12 (twelve) months after commissioning or 18 (eighteen) months from the date of last dispatch of any integral part of the equipment/materials whichever is earlier. If any defect is found within the defect liability period the contractor shall be liable to rectify/replace the materials at their own cost and responsibility.
- ii) In case any defect of work is detected by the controlling officer within the period of defect liability, the defect liability period shall continue beyond that period.
- iii) Defects/rectification work so notified shall have to be attended and completed satisfactorily within the specified date or as deemed fit by the Controlling Officer. For faithful & due fulfillment of all obligations, this defect liability period shall be covered by Performance Guarantee (Security Deposit) submitted by the contractor detailed in clause 6 above.
- iv) After completion of defect liability period, and on completion of satisfactory rectification of defects, if any reported within the defect liability period, and on receipt of the application from the contractor the controlling Officer of the work will recommend release of security deposit.

**16. EXECUTION OF INDEMNITY BOND:**

Before Commencement of the actual execution of the works, the agency has to execute an indemnity bond as per annexed proforma in a non-judicial stamp paper of Rupees one hundred.

**17. DEFECTIVE MATERIALS:**

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

#### **18. EXTENSION OF TIME:**

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

##### **(a) Causes for Extension of Time for Completion**

The Contractor may claim an extension of the Time for Completion if the work is delayed due to any of the following causes: -

- (i) Extra or additional work ordered in writing by WBSEDCL.
- (ii) Suspension of work ordered in writing.
- (iii) Delay by any other Contractor engaged by WBSEDCL affecting this Contract.
- (iv) The WBSEDCL's Risks, if any when they constitute the sole reason for the delay in completion of Works.
- (v) Delay in hand over of site by WBSEDCL.
- (vi) Force Majeure
- (vii) Any other unforeseen circumstances.

The Contractor shall give notice to WBSEDCL of his intention to make a claim for an extension of time within 7 days of the occurrence of any of the above cause(s). The notice shall be followed as soon as possible by the claim with full supporting details.

#### **19. LIQUIDATED DAMAGE**

If the Contractor fail to complete the works within the time prescribed herein or extended time for completion, then the Contractor shall pay to the Company a sum amounting to half percent (1/2%) of the value of works as liquidated damages for such default for every week or part of a week which shall elapse between the time prescribed or extended time as the case may be and the date of completion of the works subject to a maximum of ten percent (10%) of the total contract price. The Company may, without prejudice to any or all other method of recovery deduct the amount of such damages from any money in their hand due or which may become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from this obligation to complete the works or from any other of his obligations and liabilities under the contract.

#### **20. GUARANTEE PERIOD:**

In the event of any defect in the equipment/materials arising out of faulty design, materials, workmanship within a period of 12 (twelve) months of commissioning or 18 (eighteen) months from the date of last dispatch of any integral part of the

equipment/materials whichever is earlier the supplier shall guarantee to replace or repair the same to the satisfaction of the purchaser.

If the supplier fails to do so within a reasonable time, WBS&EDCL reserves the right to effect repair or replacement by any other agency and recover charges for repair or replacement from the supplier.

**21. FORCE MAJEURE:**

The supplier shall be under no liability if he is prevented from carrying out any of his obligations by reason of war, invasion, act of foreign country, hostilities (whether war declared or not), riots, civil commotion, mutiny, insurrection, rebellion, revolution, accident, earthquake, fires, floods Govt. order and/or restrictions (except power supply restriction) delay or inability to obtain materials due to import or other statutory restriction and other cause beyond the reasonable control of the supplier. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents/proofs to the entire satisfaction of the purchaser.

**22. LIABILITY OF ACCIDENTS AND DAMAGE:**

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

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

**23. SUBMISSION OF DRAWING:**

The tenderer must submit 3 (Three) copies of drawing within 30 (thirty) days from the date of issuance of order as per indication in the Technical Specification. Any delay in submission of Drawing beyond the above stipulated period will be on Contractor's account. After approval of the drawings, 3 sets of Approved drawings to be submitted to the office of Divisional Engineer (E), MMHD, Kurseong for execution of work. After commissioning of work, 6 sets of As-Built drawings, O&M manuals, data sheets, test reports, pamphlets and manuals etc are required to be submitted to Superintending Engineer (E), MMHD, Kurseong for record and circulation.

**24. CANCELLATION / TERMINATION OF CONTRACT:**

The time period for supply and delivery of the above materials/equipment and supervision of successful commissioning of transformer in all respect as indicated through the delivery schedule/completion schedule shall have to be treated as the essence of the contract. The Company reserves the right to repudiate the contract if the above period is not strictly adhered to. In the event of failure in effecting the desired supply and delivery of the above equipment/materials or completion of supervision of successful installation, testing and commissioning work within above stipulated due date, the above orders may be cancelled on submission of necessary notice in this regard and fresh order may be placed on the next higher bidder or on any

other bidder, as a result of which the extra cost thus liable to be incurred shall be realized from the original Agencies' pending bills which may be lying with the WBSEDCL.

**25. MANNER OF EXECUTION OF CONTRACT AGREEMENT:**

Letter of Award constitutes the formation of contract. 2 (Two) originals sets of the Contract Agreement comprising of all documents submitted with the offer (Bid Document, LOA etc), clarification of offer and copies of all the correspondences with WBSEDCL shall be produced by the Agency at his cost for signing within 21(Twenty-One) days from the date of issuance of the Letter of Award. The agreement will be signed by both parties (WBSEDCL & Agency). 1(One) signed original shall be handed over to the Agency and the rest will be retained by WBSEDCL. The agreement shall be executed on Rs.100/ stamp paper purchased in West Bengal. Proforma for contract agreement is enclosed. Subsequent to signing of the agreement, Agency will have to provide the WBSEDCL with at least 6 (six) copies of the contract documents at his cost within 30 days after signing of the agreement.

**26. E-WAY BILL:**

You shall have to generate e-way bill in form GST EWB-01 which constitute Part A and Part B. The consign, Consignee details, Place of delivery and invoice details constitute Part A. Vehicle details and transport documents constitute Part B. However, after generating the e-way bill, you have to inform regarding generation of e-way bill to the Sr. Manager, Indirect Tax Cell, WBSEDCL, Vidyut Bhavan, Kolkata-700091 (Email: [manageridtwbsedcl@gmail.com](mailto:manageridtwbsedcl@gmail.com)).

**27. SUB-LETTING OF CONTRACT:**

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

**28. ENGINEER'S DECISION:**

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

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

**29. LANGUAGE AND MEASUREMENT**

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

**30. COMPLETION OF WORK**

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

**31. PAYING AUTHORITY**

The **Junior Executive (F), MMHD, Kurseong** shall be the paying authority.

**32. CONTROLLING OFFICER:**

The **Superintending Engineer (Elect.), MMHD, Kurseong** shall be the Controlling Officer.

**33. SUPERVISING OFFICER** The **Assistant Engineer (Elect.), MMHD, Kurseong** shall be the Supervising Officer.

**34. CONSIGNEE OFFICER:**

The **Assistant Engineer (U) cum Store-in-Charge, MMHD, Kurseong** shall be the Consignee Officer.

**SECTION - D**  
**TECHNICAL SPECIFICATION**

**FOR**

Supply & delivery of 02 nos. 3.3kV/110V, 3-Ph, 3-Limb, 3-wire Resin Cast, Draw out type Potential Transformer for Biecco Lawrie Limited make panel having 100VA output at CL-1 or B-accuracy complete with HT & LT fuses, Riser Connection, Plug-In-Connection, Plug-In-Chamber & Rail at Rinchington Hydel Power station under Mini Micro Hydel Division, WBSEDCL, Kurseong.

Potential Transformer shall have to fitted in Oil circuit Breaker having following Spec:

SERVICE VOLTAGE	606KV
NORMAL CURRENT	400 AMPS
FREQUENCY	50CYCLES/SEC
BREAKING CAPACITY	
SYMMETRICAL	13.1 KAMPS
EQUIVALENT TO	150MVA
ASYMMETRICAL	16.4 KAMPS
MAKING CAPACITY	33.4 KAMPS
SHORT TIME CURRENT	
1SEC	18.55 KAMPS
5SECS	8.4 KAMPS

Section - E  
ANNEXURES/FORMS

**Form-I : CHECK LIST**

Sl. No.	Scanned Copy of Documents to be uploaded	Name of folder	To be submitted in cover	Submitted (Y/ N)
1	Check List (Form-I)	FORMS	Statutory cover (Technical proposal)	
2	Declaration by bidder (Form-V )	FORMS	Statutory cover (Technical proposal)	
4	Earnest Money Deposit Challan/BG (copy)	DRAFTS	Statutory cover (Technical proposal)	
5	Tender Document with Stamp & Signature by authorized person.	NIT	Statutory cover (Technical proposal)	
6	Addenda/corrigenda, if published	NIT	Statutory cover (Technical proposal)	
7	Format of Letter of Bid (Form-IV)	FORMS	Statutory cover (Technical proposal)	
8	Pro-forma for undertaking to be submitted by the Bidders (Form-III)	FORMS	Statutory cover (Technical proposal)	
9	Statement of similar orders executed during last 7 years (Form-VI)	FORMS	Statutory cover (Technical proposal)	
10	<b>Technical Credential</b> Contract Order(s) alongwith completion certificate as per the NIeT	CREDENTIAL	Non-Statutory cover (Technical proposal)	
11	Proof of Company Incorporation/ Trade License	COMPANY DETAILS	Non-Statutory cover (Technical proposal)	
12	PAN Card details	CERTIFICATES	Non-Statutory cover (Technical proposal)	

13	GSTIN registration certificate	CERTIFICATES	Non-Statutory cover (Technical proposal)	
14	Professional Tax documents	CERTIFICATES	Non-Statutory cover (Technical proposal)	
15	Income Tax return for the last 03 (three) Assessment Years	FINANCIAL INFORMATION	Non-Statutory cover (Technical proposal)	
16	Summary statement of average annual turnover (Form - II)	FORMS	Statutory cover (Technical proposal)	
17	Evidence of Access to or Availability of Credit/Facilities	FINANCIAL INFORMATION	Non-Statutory cover (Technical proposal)	
18	Audited annual reports on accounts for financial years 2018-19, 2019-20	FINANCIAL INFORMATION	Non-Statutory cover (Technical proposal)	
19	Average annual turnover for financial years 2018-19, 2019-20 and 2020-21.	FINANCIAL INFORMATION	Non-Statutory cover (Technical proposal)	
20	Declaration of Black listing/ Holiday listing (Form - VII)	DECLARATION	Non-Statutory cover (Technical proposal)	
21	Other Allied Information of Bidders Forms (Form - VIII)	FORMS	Statutory cover (Technical proposal)	

SIGNATURE OF THE TENDERER WITH OFFICE SEAL

**Form-II : CERTIFICATE REGARDING SUMMARY STATEMENT OF YEARLY  
TURNOVER**

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

Sl. No.	Financial		Remarks
	Financial Year	Turnover rounded up to two digit after decimal	
1.	2022-23		
2.	2023-24		
3.	2024-25		
Total			

Average Turnover (In Rupees)

.....  
SIGNATURE OF THE TENDERER  
WITH OFFICE SEAL

**Form-III: PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER**

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

I, -----, Partner/Legal Attorney/Accredited representative of M/S-----, solemnly declare that

1. We are submitting Tender for the Work-----  
-----against Tender Notice No-----  
-----dated-----
2. None of the Partners of our firm is relative of employee of -----  
------(Name of the Company)
3. All information furnished by us in respect of fulfilment of eligibility criteria and qualification information of this Tender is complete, correct and true.
4. All documents/credentials submitted along with this Tender are genuine, authentic, true and valid.
5. If any information and document submitted is found to be false/incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/delisting of our firm and all partners of the firm etc.

Signature & Seal of the Tenderer

Dated-----

**Form-IV: FORMAT OF LETTER OF BID**

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

To,  
The Superintending Engineer (Elect.),

-----  
-----

Sub Letter of Bid for the work

-----  
-----  
-----  
-----

Ref. 1. NIT No.----- dated-----

2. Tender Id No-----

Dear Sir,

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

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

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

Signature & Seal of the

Tenderer

Dated-----

**Form-V: DECLARATION BY THE TENDERER**

To,

The Superintending Engineer (Elect.),,

-----

-----

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

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

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

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

**Signature & seal of Tenderer**

**Postal address of the Tenderer**

Dated-----

--

**Form-VI: STATEMENT OF SIMILAR TYPE OF WORKS EXECUTED DURING  
LAST 03 (THREE) YEARS**

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

Remarks, if any

.....  
SIGNATURE OF THE TENDERER WITH  
OFFICE SEAL

**Form-VII: PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING**

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

In the case of a Proprietary Concern

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s \_\_\_\_\_ which is participating in the Tender no. \_\_\_\_\_ nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner have been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below

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

In the case of a Partnership Firm

We hereby declare that neither we, M/s \_\_\_\_\_ participating in the tender no. \_\_\_\_\_ nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below

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

In the case of a Company

We hereby declare that we have not been placed on any black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below

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

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

Signature with date & seal of the Bidder

**Form-VIII: OTHER ALLIED INFORMATION OF THE BIDDER(S)**

1.	Vendor Id. under WBSEDCL (if Any) of the Bidder	
2.	Bidder/Vendor Name (35 Character max.)	
3.	Postal Address of the Bidder	
4.	Pin Code	
5.	Telephone no. of the Bidder	
6.	Mobile no. of the Bidder	
7.	e-Mail Id. of the Bidder	
8.	GSTIN no. of the Bidder	
9.	PAN no. of the Bidder	
10.	TIN no. of the Bidder	
11.	Bank Account Name of the Bidder	
12.	Bank Name	
13.	IFS code	
14.	Bank A/c no. of the Bidder	

Signature with date & seal of the Bidder

**Form-IX: EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES**

(To be given by banker of bidder)

**BANK CERTIFICATE**

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

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

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

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

Sd/-

Name of Bank .....

Name of authorized Signatory.....

Designation.....

Phone No.....

Address.....

SEAL OF THE BANK

**Form-X: PROFORMA FOR CONTRACT AGREEMENT**

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

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

AND

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

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

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

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

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

1. The Contractor agrees to undertake the work of "-----" as per Letter of Award no -----dated ----- referred to above.
2. The Company agrees to pay the Contractor as per as per Letter of Award no -----dated ----- referred to above
3. Both the Contractor and the Company agree that for the purpose of jurisdiction in the court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata.

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

SIGNED, SEALED AND DELIVERED

-----

Contractor

-----

1) -----

Witness

-----

2) -----

Witness

-----

-----

Company

1) -----

Witness

2) -----

Witness

**Form-XI: SPECIMEN COPY OF INDEMNITY BOND**

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

BY THE PRESENT INDEMNITY BOND EXECUTED by me / us on this .....Day of....., 20.... I/We having Registered Office/ residing at .....(hereinafter called "OBLIGOR/OBLIGORS" which expression shall mean and includes my/our Successors legal representatives, assigns ) do hereby binds myself / ourselves and also our Company/ firm ..... after having the power to bind so with the promise and undertaking in favour of the West Bengal State Electricity Distribution Company Limited., a government Company within the meaning of sec. 617 of the Indian Company's act having registered office at Bidyut Bhavan, Block-DJ ,Sector-II, Salt Lake City, Kolkata-700091 ( hereinafter called as OBLIGEE, which expression shall mean and include it's legal representative, administrators assigns.

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

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

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

1. THAT the OBLIGEE shall not be held responsible for any type of accident which may take place during the course of work undertaken by the OBLIGOR/OBLIGORS.
2. THAT the OBLIGOR/OBLIGORS will take adopt all safety norms in respect of each and every workmen labour personnel according to the rules or to the satisfaction of the OBLIGEE in all cases.
3. THAT the OBLIGOR/OBLIGORS undertakes to engage only those labour worker or any other personnel whether skilled or unskilled or any other

person whether in technical management or non-managerial or any other capacity in the area covered under Employees' State Insurance Act, 1948 who has/have insurance coverage within the meaning of Employees State Insurance Act and further undertakes NOT to engage any person in the area covered under the Employees State Insurance Act, who does / do not has/have insurance coverage within the meaning of Employees State Insurance Act.

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

on failure of the OBLIGOR/OBLIGORS or for any other reason , the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR/OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR/OBLIGORS

9. THAT the OBLIGOR/OBLIGORS is/are aware and accept that for the persistent or repeated violation of any condition mentioned in this Indemnity Bond, the OBLIGEE shall have right to terminate the contract of work issued by the OBLIGEE to OBLIGOR/OBLIGORS.

SIGNED AND DELIVERED

BY THE OBLIGOR/OBLIGORS .....

Signature .....

WITNESS

1 Name, Designation .....

Signature .....

2. Name, Designation .....

Signature .....

**Form-XII: FORMAT FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

To,

---

---

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WHEREAS \_\_\_\_\_  
(Name and address of the Contractor) (hereafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ to execute \_\_\_\_\_ (name of Contract and brief description of Works (hereinafter called "the Contract")).

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

NOW THEREFORE we \_\_\_\_\_ (indicate the name of the bank & branch) have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we \_\_\_\_\_ (indicate the name of the bank & branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of Rs. \_\_\_\_\_ (amount of guarantee) \_\_\_\_\_ (in words). We undertake to pay you, upon your first written demand and without cavil of argument, a sum within the limits of \_\_\_\_\_ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We \_\_\_\_\_ (indicate the name of the bank and branch) hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We \_\_\_\_\_ (indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal \_\_\_\_\_ the present absolute and unequivocal.

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

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

We \_\_\_\_\_ (indicate the name of the bank and branch) lastly undertake not to revoke this guarantee except with the previous consent of you in writing.

This Guarantee shall be valid up to \_\_\_\_\_ it come into force with immediate effect and shall remain in force and valid for a period up to the time of completion of the work under the stated contract plus claim period of Six months' for the Bank Guarantee. Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and unless a claim in writing is lodged with us within the validity period i.e. up to \_\_\_\_\_ of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this day \_\_\_\_\_ of \_\_\_\_\_  
2021 \_\_\_\_\_ at \_\_\_\_\_ .

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

(Signature)  
(Name)

by

(Designation)  
(Code Number)  
(Address)

#### NOTES

1.The bank guarantee should contain the name designation and code number of the officer(s) signing the guarantee.

2.The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.