

West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

OFFICE OF THE CHIEF ENGINEER & PROJECT MANAGER

Purulia Pumped Storage Project

5th Floor, Block-A, Vidyut Bhavan, Block DJ, Sector-II, Salt Lake,
Kolkata-700091, West Bengal, INDIA, Telephone No: +913323591951
Fax No.: +913323581533, Website: www.wbsedcl.in, e-mail: ppsphq@wbsedcl.in
CIN: U40109WB2007SGC113473

**NOTICE INVITING E-TENDER FOR SUPPLY & DELIVERY OF
REQUISITE BELZONA PRODUCT INCLUDING SERVICE WORK
OF REINFORCEMENT SEALING OF EXPOSED IRRIGATION
PIPELINE AT PURULIA PUMPED STORAGE PROJECT SITE
(PPSP), BAGMUNDI, PURILIA, WEST BENGAL, 723152**

NIT No. : PPSP/e-Ten/124/M/25-26/NIT-04 Dated: 09.06.2025



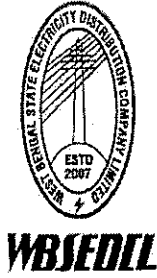
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CHIEF ENGINEER & PROJECT MANAGER
PURULIA PUMPED STORAGE PROJECT
5TH FLOOR, BLOCK - A, VIDYUT BHAVAN,
KOLKATA - 700091
WEST BENGAL, INDIA
WBSEDCL





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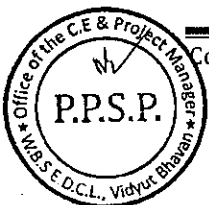
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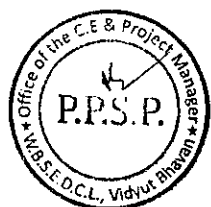
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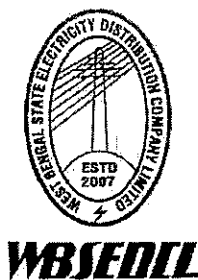
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SECTION 1

NOTICE INVITING e-TENDER (NIeT)





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ppsphq@wbsecl.in/ppsphq@yahoo.in

CIN : U40109WB2007SGC113473

NOTICE INVITING e-TENDER (NIeT)

NIeT No.: PPSP/e-Ten/124/M/25-26/NIT-04

Dated: 09.06.2025

The Chief Engineer & Project Manager, Purulia Pumped Storage Project, WBSEDCL invites e-Tender only from the bonafide, experienced & resourceful contractors of State/Central Govt., Public Sector Undertakings (PSUs), Govt. Enterprises and Statutory Bodies who have fulfilled the conditions as detailed below for submission of online Bid.

Name of the Work :	Supply & Delivery of requisite Belzona Product including Service work of Reinforcement Sealing of exposed Irrigation Pipeline at Purulia Pumped Storage Project Site (PPSP), Bagmundi, Purulia, West Bengal, 723152.
Estimated Cost :	Rs. 20,01,000/- (Rupees Twenty Lac One thousand only) excluding GST.
Completion Time :	Within 80 days from the date of placement of LOA
Earnest Money Deposit (EMD) :-	Earnest Money Deposit (EMD) as bid guarantee amounting to Rs. 40,020/- (Rupees Forty Thousand Twenty only) should be paid in full exclusively through online mode. Bid without Earnest Money Deposit in full shall be summarily rejected.

1. Techno-commercial requirements of the Bidder (Must Conditions to be fulfilled):

A) Experience of having successfully completed similar works during last 07 years (i.e. from 01.04.2018 to 31.03.2025) with fulfillment of any of the following criteria:

- 03 similar completed works, each costing not less than 30% of the estimated value or,
- 02 similar completed works, each costing not less than 40% of the estimated value or,
- 01 similar completed work, costing not less than 50% of the estimated value.

B) Valid PAN, Final GSTIN Certificate, Labour License, ESIC Registration Certificate, P. Tax Payment Certificate (Where applicable), PF Registration Certificate.

C) Average annual turnover during last 3 Financial years (2023-24, 2022-23, 2021-22) not less than 30% of the estimated value.

D) Working capital in the Financial year (2023-24) of bid submission not less than 30% of the estimated value.

E) Submission of annual audited financial report i.e. PL account & balance sheet and IT returns for last 3 Financial Years (2023-24, 2022-23, 2021-22).

For detailed requirements, please go through the Instructions to Bidders (ITB).

2. Earnest Money Deposit (EMD) should be paid in full exclusively through online mode in the website <https://wbteners.gov.in>. Any kind of Partial payment is not allowed. To pay EMD through online mode, the prospective Bidders shall have to select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode :-

- Net-banking through Payment Gateway.
- 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 the e-procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS / NEFT process to be completed.

The bidder will have to mandatorily pay through Net-banking facility, once net banking mode is opted for payment.

Status of NEFT / RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). To avoid any complicity, those bidders opting for payment through NEFT / RTGS mode shall make payment well before 24 Hrs.

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.

A Tender which is not accompanied by Earnest Money shall be disqualified.

Earnest Money is to be forfeited in the following situations:

(a) If the Bidder withdraw Bid/tender during the period of "Processing the Tender".

(b) In case of successful Bidder fails to accept the LoI/LoA in specific time limit unequivocally.

For the unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.

For the successful bidder, EMD will be refunded from the end of WBSEDCL authority after completion of tendering process as well as submission of valid Performance Guarantee, as indicated in this Bid document.

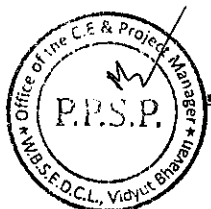
After the placement of Letter of Award (LoA) of the contract, if the successful bidder fails to submit the Performance Guarantee as specified in this document, the Earnest Money as submitted by the Bidder will be forfeited in order to compensate WBSEDCL. No interest will be paid on any kind of Security for any reason whatsoever.

For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 033-40267512/ 13 since payment gateway facility used by E-tender portal is maintained by ICICI.

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

In order to return the EMD of the successful bidder, a formal written application has to be submitted by the successful Bidder to the end of The Chief Engineer & Project Manager, Purulia Pumped Storage Project, WBSEDCL providing all the requisite documents related to EMD.

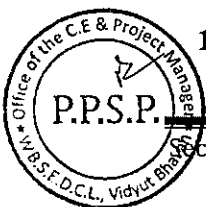
3. The interested Bidders shall download the Bid Documents from the website: <<https://www.wbsedcl.in>> or <<https://wbtenders.gov.in>>. Both Technical and Financial Proposals are to be submitted online through the website <<https://wbtenders.gov.in>>. All the documents uploaded by WBSEDCL form an integral part of the Bid. Bidders are required to upload all the Bid documents along with the other documents, as asked for, through the above website within the stipulated date and time as given in the NlET. The Bidders shall carefully go through the documents and prepare the required documents and upload the scanned documents duly signed in blue ink and stamped in every page in Portable Document Format (PDF) to the portal. Only online mode of submission of document for Technical Bid & Price Bid through e-tender portal (<<https://wbtenders.gov.in>>) is acceptable. Submission of documents through any other means shall not be accepted. No Hard Copy in this respect is required to be submitted.
4. Bidders willing to take part in the process of e-tendering are required to obtain Class 2 or Class 3 Digital Signature Certificate (DSC) in the name of person who will sign the Bid Document, from any authorized Certifying Authority (CA) under the Controller of Certification Agencies (CCA), Govt. of India. The bidders are required to register the fact of possessing the Digital Signature Certificates through the Registration System available in the website. The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Applicants should take note of all the addenda/corrigenda related to the Bid and upload the latest documents as part of the Bid.



5. Clarification, if any, shall be addressed to The Chief Engineer & Project Manager, Purulia Pumped Storage Project, WBSEDCL, at the address mentioned in Clause 8 of NIeT by e-mail within the date as mentioned in Clause 17 of NIeT.
6. WBSEDCL reserves the right to modify, amend or supplement this Bid Document after giving notice duly uploaded in the e-tender portal <<https://www.wbsedcl.in>> or <<https://wbtennders.gov.in>>. The Bidders are therefore advised to follow the website regularly for such corrigendum, notification etc. Any such amendments shall be part of the Bid document.
7. All clarification and amendments, if any, shall be uploaded in the e-tender portal <<https://wbtennders.gov.in>> 7 (seven) days prior to the deadline of submission of Bid.
8. Interested Bidders may obtain further information about the Project and the Service at the address below during office hour.

The Chief Engineer & Project Manager,
Purulia Pumped Storage Project, WBSEDCL,
Vidyut Bhavan, 5th Floor, Block - A,
Bidhannagar, Block - DJ, Sector - II, Kolkata - 700091
West Bengal, India
Ph. No. + 91 – 33-23591951, Fax: +91-33-23581533
E-mail: ppsphq@wbsedcl.in

9. The Financial Proposal of the prospective Bidder will be considered, only if the Technical Proposal of the Bidder is found qualified by the Tender Evaluating Authority, WBSEDCL. The decision of the Tender Evaluating Authority, WBSEDCL will be final and binding in this respect.
10. Bids shall remain valid for a period not less than **180 (One hundred eighty) days** from the date of opening of Financial Proposal. Bid with shorter validity period shall be rejected as non-responsive. If the Bidder withdraws / modifies the bid before the period of bid validity without giving any satisfactory explanation for such action, the Earnest Money as deposited by them will be forfeited forthwith without assigning any reason thereof. However, WBSEDCL may request extension of validity of the Proposal for a further period without any change in terms and conditions of the proposal.
11. At any stage during scrutiny and process towards placement of Letter of Award, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process, found incorrect/manufactured/forged, that bid will be considered nonresponsive and outrightly rejected with the forfeiture of Earnest Money Deposit and action will be taken as per prevailing laws of the land.
12. WBSEDCL does not bind itself to accept the lowest bidder and reserve the right to reject any or all Bids or to split the whole work to more than one Bidder without assigning any reasons whatsoever.
13. WBSEDCL reserves the right to cancel the NIeT due to unavoidable circumstances without assigning any reason and no claim in this respect will be entertained.
14. Conditional / Incomplete Bid will be summarily rejected. No Deviation from the Bid is accepted.
15. Exemption from submission of Earnest Money Deposit (EMD) shall not be allowed under any circumstances.
16. Other information as well as terms and conditions, which are not covered above, is available in Instruction to Bidders, General Conditions of Contract, Additional Conditions of Contract and



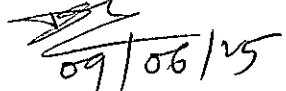
Technical Specification as mentioned in the Tender.

17. Date & Time schedule:-

Sl. No.	Particulars	Date & Time
01	Date of uploading the NleT and Tender Documents (Online). [Publishing Date]	17.06.2025 at 11:00 hrs
02	Documents download start date (Online).	17.06.2025 at 11:00 hrs
03	Last date of submission of queries	30.06.2025 at 11:00 hrs
04	Pre-Bid Meeting Date	01.07.2025 at 15:00 hrs
05	Bid Submission upload start date (Online)	17.06.2025 at 11:00 hrs
06	Bid Submission upload end / closing date (Online)	08.07.2025 at 14:00 hrs
07	Date for opening of Technical Proposal (Online) for the Bidders	10.07.2025 at 15:00 hrs
08	Date for opening of Financial Proposal (Online).	Will be intimated later

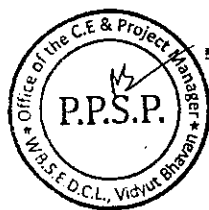
18. The Estimated Cost is excluding of GST as applicable in the provisions of the GST Act.

19. The Original Equipment Manufacturer(s) (OEMs) of Belzona or its authorized distributor is allowed to participate in this tender. The Bidder must submit a letter of authorization from the Original Manufacturer(s) (OEMs) for the Belzona Product.


09/06/25
Chief Engineer & Project Manager
Purulia Pumped Storage Project
WBSEDCL



INSTRUCTION TO BIDDERS (ITB)



1. General guidance for e-Tendering :

Instructions/Guidelines to the participating bidder in e-Tendering:

i) Registration of Bidder:

Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system of West Bengal through logging on to <https://wbenders.gov.in> (the web portal). The Bidder is to click on the link for e-Tendering site as given on the web portal.

ii) Digital Signature Certificate (DSC):

Each Bidder is required to obtain a class-2 or class-3 Digital Signature Certificate (DSC) in the name of person who will sign the Bid, from any authorized Certifying Authority (CA) under the Controller of Certification Agencies (CCA), Govt. of India. The bidders are required to register the fact of possessing the Digital Signature Certificates through the Registration System available in the website.

2. Downloading of Bid Documents:

The Bidder can search & download NIeT & Bid Documents electronically from <https://www.wbsedcl.in> or by logging in to the website <https://wbenders.gov.in> using the Digital Signature Certificate. This are the only limited mode of collection of Bid Documents.

3. Submission of Bids:

All the documents of this NIeT uploaded by WBSEDCL shall form an integral part of the Contract. Bidders are required to upload all the tender documents along with the other documents, as asked for in the tender, through website. Bids comprising of Technical Proposal and Financial Proposal are to be submitted through online to the website <https://wbenders.gov.in> in two folders concurrently within the prescribed date & time using the 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 web portal.

The bidder needs to download the Forms / Annexure, fill up the particulars in designated cell and upload the same in designated location. The bidder needs to fill up the rate in the designated cell and upload the same in the designated location.

The documents are to be uploaded (virus scanned copy) duly Digitally Signed. The uploaded documents will get encrypted (transformed into non readable formats). The Bidder shall take note of all the addendum / corrigendum related to the tender and upload the latest document as part of tender.

4. Eligibility Criteria for Participation in the Bidding:

4.1 General:

The Invitation of Bids, issued by WBSEDCL is open to the eligible Indian Proprietorship firm / Partnership Firm / Co-operative Society / Statutory Body / Registered Company incorporated in India under the Companies Act, 2013 and all other previous Companies Act barring those bidders, which have been placed under Holiday Listing and the term / duration of such listing has not yet expired.



A Bidder shall not have a conflict of interest. Any Bidder found to be having a conflict of interest shall be disqualified. Bidders may be considered to have conflict of interest in this bidding process if any of the following conditions / situations arises:

- i. They have a controlling partner in common,
- ii. They receive or have received any direct or indirect subsidy from any of them,
- iii. They have the same legal representative for purpose of this bid,
- iv. They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another bidder, or influence the decisions of the employer regarding this bidding process,
- v. A bidder submits more than one bid in the bidding process, either individually (including bid submitted as partner / authorised representative on behalf of one or more bidder, wherever permitted as per the provision of Qualification requirement for Bidders) or as partner in a joint venture, except for alternative Proposals permitted under Invitation to Bid. This results in disqualification of all such bids.
- vi. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the materials and services/works that are subject of the bid, shall be disqualified.

The bidder shall submit duly signed with stamp copy of Trade license, Certificate of Incorporation of Company / Partnership Registration (Certificate/Deed) etc., Final GST Registration Certificate (GSTIN), PAN Card, PF Registration Certificate, ESI Registration, P. Tax Payment Certificate as per the applicability. Submission of the last three (03) annual audited reports of the eligible participants as per clause 4.3 of ITB, in accordance with the applicable laws & Income Tax Return for the last 03 (three) **Financial Years** (2023-24, 2022-23, 2021-22).

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

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

4.2 Technical Eligibility Criteria:

- a) Bonafide, experienced & resourceful contractors of State / Central Govt., Public Sector Undertakings (PSUs), Govt. Enterprises, Statutory Bodies and reputed Power Sector Organization who have successfully completed similar work during the last 07 (seven) years (From 01.04.2018 to 31.03.2025) having value of

Three similar completed work each costing not less than the amount equal to 30% of the estimated cost.

or

Two similar completed work each costing not less than the amount equal to 40% of the estimated cost.

or

One similar completed work each costing not less than the amount equal to 50% of the estimated cost.

The word 'similar' shall mean similar nature of work like supply of Belzona Product and associated service work to any public entity or any Govt. Undertaking company in the last Seven financial years.

The work shall have to be completed under the Authority of State / Central Government / Undertakings, Power Utilities and Statutory Bodies.



Copies of the Letter of Award and Completion Certificate indicating Contract value, value of work-done, tenure of completion, date of completion of the work and detail communicational address along with contact number of the Clients should be submitted by the Bidder.

Completion Certificate of the competent authority will be treated as valid credential. [Non-statutory Documents]

4.3 Financial Eligibility Criteria:

- a) This Invitation for Bid, issued by WBSEDCL is open to bidders of a registered company incorporated in India under the Companies Act, 1956 or 2013 (with amendment from time to time) or Partnership Firm registered as per Partnership Act 1932 or Proprietorship Firm or Co-operative Society or Statutory Body and must submit the copy of Trade license, Certificate of Company Incorporation / Registration Certificate / Partnership Deed / Society Registration Certificate, PAN Card, PF Registration certificate, Employees' State Insurance Registration and P.T.P.C, Final GST Registration (GSTIN), Labour License, as per the applicability. Bidders who have been placed under Holiday Listing of any Department / Organization and the term / duration of such listing have not yet expired are barred from participating in the Bid.
- b) The bidder should have a Minimum Average Annual Turnover @ 30% of the estimated cost during last 03 (three) **Financial Years** (2023-24, 2022-23, 2021-22) for actual participation in the bidding process.
- c) Submission of Annual Audit Report for companies registered under companies Act and Tax audit report for partnership firm and audit report of the participating organization for the last 03 (three) **Financial Years** (2023-24, 2022-23, 2021-22).
- d) Income Tax Return for three **Financial Years** (2023-24, 2022-23, 2021-22).
- e) The bidder shall submit reports on the financial standing i.r.o. solvency of Bidder Company / firm as certified by bankers and issuing date shall be within last 06 months from the date of Technical Bid opening.
- f) The bidder should submit letter of undertaking issued by the bank for availability of unutilised credit facility as per enclosed format (**Annexure IX**).
- g) Working Capital in FY (2023-24) shall not be less than 30% of the estimated cost. In case working capital falls below the minimum level of 30%, the short fall shall be compensated with production of certified unutilised credit facility (fund based credit facility only) from a scheduled bank.
- h) Net Worth for the each of the last three **Financial Years** (2023-24, 2022-23, 2021-22) should be positive.

5. Joint Venture (JV) / Consortium:

Joint Ventures / Consortiums are not allowed to participate in the bid.

6. Technical proposal:

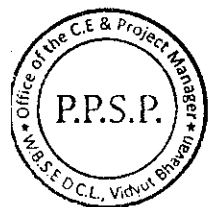
The Technical proposal should contain scanned copies of the following in covers (folders).

6.1 Statutory Cover containing three (03) covers (folders):

- a) NIeT, (b) Annexure, (c) Forms

(a) To be submitted in "NIeT" folder

- i) Tender Documents duly signed with stamp.



- ii) Addenda / Corrigenda (if published) or response to query (if any) duly signed with stamp.

Note: Bidders are to keep track of all Addendum / Corrigendum / responses to queries (if any) issued / uploaded with a particular tender and upload all the above digitally signed along with the NIT. Tenders submitted without the Addendum / Corrigendum will be liable to be rejected.

(b) To be submitted in "Annexure" folder

- i) Letter of Bid (**Annexure II**),
- ii) Pro-forma of Undertakings to be submitted by the bidder (**Annexure III**),
- iii) Bid Proposal (**Annexure IV**)

(c) To be submitted in "Forms" folder

- i) Check List (**Annexure I**).
- ii) Summary statement of average Annual Turnover / Annual Audit report for a period of last three financial years, certified by Auditor appointed under Companies Act, 2013. In case the Bidder is not a company, certificate of Tax Auditor may be submitted.
- iii) Statement of Orders executed during last 07 (Seven) years.
(Downloaded forms of the bid document are to be filled up, digitally signed by the bidder, virus scanned and uploaded in the respective folders).

Note: Bids shall be summarily rejected if any item in the statutory cover is missing.

6.2 Non-Statutory Cover containing five (05) covers (folders):

I. Company Details :

- Proof of Company Incorporation / Partnership Deed/ Society Registration Certificate and Trade Licence.
- Power of Attorney, duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign.

II. Certificates :

- PAN Card Details.
- Final GSTIN Registration Certificate.
- P. Tax Payment Certificate.
- PF Registration Certificate.
- ESIC Registration Certificate.

III. Financial Information:

- Income Tax Return for the 03 (three) **Financial Years** (2023-24, 2022-23, 2021-22).
- Banker's certificate in the specified format for unutilised Credit Facility as annexed (**Annexure IX**), if applicable.
- A certified copy from a practicing Chartered Accountant to be produced in support of 'Annual Turnover' in FY (2023-24, 2022-23, 2021-22) and Working Capital for the FY (2023-24).

IV. Credential:

- Copy of the Order(s) / Contract Agreement (s) for already executed work issued by the Owners / Purchasers.
- Completion Certificates duly authenticated by Beneficiary.
- Performance Certificates signed by the Owners / Purchasers for at least one year from the date of Bid Publication.



- Authorization from OEM, if authorized dealer is participated.

V. Declaration to be given by the Bidder :

- List of Work Order in hand. - (**Annexure XII**)
- List of Key personnel along with their experience and qualification, tools, plants, equipment and machineries to be engaged for the project. - (**Annexure XIII**)
- A self-Declaration of the authorised signatory of the prospective Bidder or any of the constituent partners should be submitted confirming that they had not been barred to participate in any Tender by any Government Department/Govt. Undertakings/ Enterprise/ Reputed Private Organizations etc. during the last 5 (five) years prior to the date of this NlET. - (**Annexure XIV**)
- A self-Declaration of the authorised signatory of the prospective Bidder or any of the constituent partners should be submitted regarding any past and current litigation history with WBSEDCL / WBSETCL / Government / PSU in which Bidder is involved during the last 5 (five) years. - (**Annexure XVI**)
- Others: Any other documents if found necessary to be submitted by the Bidder.

Note:

- Failure of submission of any of the abovementioned document(s) will render the bid liable to be summarily rejected.
- The documents uploaded should be digitally signed using the Digital Signature Certificate (DSC).

7. Opening of Technical Proposal:

Technical proposals will be opened by the authorized representatives of WBSEDCL electronically from the website stated using their Digital Signature Certificate (DSC).

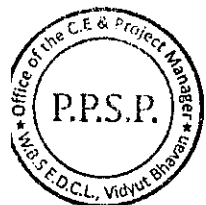
- Intending Bidders may remain present if they so desire.
- Technical proposals for those tender whose EMD has been submitted in online mode will only be opened.
- Cover for Statutory Documents will be opened first and if found in order, cover for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the bid will summarily be rejected and the Non-statutory cover shall not be opened.
- Pursuant to scrutiny & decision of the Tender Evaluating Authority, WBSEDCL, the Financial Proposal will be opened.

8. Financial proposal:

The financial proposal should contain the stated documents in one cover i.e. Bill of quantity (BOQ). The Bidder is to quote the rate online in the space marked for quoting rate in the BOQ.

9. Earnest Money Deposit (EMD):

- Earnest Money Deposit shall be submitted in online mode. The details are furnished in clause no. 2 of NlET.
- For the 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.
- On application for refund by the successful Bidder, Earnest Money Deposit shall be refunded to successful Bidder after submission of Contract Performance Guarantee, Indemnity Bond, executed Contract Agreements and upon completion of all necessary formalities, as per Tender document.
- No interest shall be paid by WBSEDCL on EMD.



10. Responsibility of Bidders:

- a) WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interruption or deductions the bidder may derive from the data furnished by the WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.
- 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 & documents will not be entertained by WBSEDCL. Neither any change in time schedule of contract nor any financial adjustments arising thereof shall be permitted by WBSEDCL, which are based on the back of such clear information of its effect on the cost of the contract to the Bidder.
- d) The bidder is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, specifications and drawings in the bidding document. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.

11. Cost of Bidding:

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

12. Clarification of Bidding Document:

There should not be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBSEDCL in the following address within the date specified in NIT.

The Chief Engineer & Project Manager,
Purulia Pumped Storage Project, WBSEDCL,
Vidyut Bhavan, 5th Floor, Block - A,
Bidhannagar, Block - DJ, Sector - II, Kolkata - 700091
West Bengal, India
Ph. No. + 91 - 33-23591951, Fax: +91-33-23581533
E-mail: ppsphq@wbsecl.in

The clarifications given in response to such queries shall be final and binding on the bidder.

13. Amendment to Bidding Document:

- a) At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason, whether at



his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing amendments. Any such amendment shall be part of the bidding documents.

- b) Any corrigendum, notification concerned to this NIT will be published in the e-Tender portal <<https://wbtedders.gov.in>> and it will be treated as a part and parcel of the Tender. The Bidders are advised to follow the website regularly for such corrigendum, notification, etc. In order to afford prospective bidders reasonable time in which to take the amendment in to account in preparing their bids, WBSEDCL may, at its discretion, extend the deadline for submission of bids. Such amendments, clarification, etc. shall be binding on bidders and will be given due consideration by the bidders while they submit their bids and enclose such documents as a part of the bids.

14. Bid Price:

- a) The bidder shall quote their rate in the appropriate format for the entire work covered under bidding document.
- b) Price shall be quoted in Indian Rupee Only.
- c) The quoted rate should be firm.
- d) Rate includes all the levies / duties / taxes / cess & all other incidentals payable but except GST as per prevalent Rules & Regulations. No Price adjustment is applicable under any circumstances.
- e) GST shall be paid extra as per GST Act 2017.

15. Signing of Bids:

The documents which are required to be scanned and uploaded shall have to be signed by a person / persons duly authorized by the bidder in blue ink and stamped in every page in Portable Document Format (PDF) to the portal.

The proof of authorization shall also be uploaded in the form of a written power-of attorney which shall accompany the bid.

The complete bid shall be without alterations, interlineations or erasures.

The bidder's name stated in the Bid proposal shall be exact legal name of the firm.

16. Period of validity of Bids:

The validity of the Bid shall be 180 (One hundred eighty) days from the date of opening of price bid or revised price bid, if any. Prior to the expiry of the original validity period, WBSEDCL may request extension in the period of validity as and when required. The bidder may refuse the request without forfeiting his bid security. Bidders agreeing to the request will not be required nor permitted to modify their respective bids, but will be required to extend the validity or their bid securities accordingly. The provisions of Clause no. 18 of ITB regarding forfeiture of bid security/guarantee shall continue to apply during the extended period of bid validity.

17. Bid Guarantee:

Earnest Money Deposit shall be paid through online mode as Bid Guarantee.

Exemption from submission of Earnest Money Deposit (EMD) shall not be allowed under any circumstances.



In case of successful bidder, EMD will be refunded only after submission of Performance Bank Guarantee @ 10% of the total value of the Letter of Award (LoA), which shall remain valid till expiry of defect liability period.

If the accepted bid rate is 80% or less of the estimate put to tender then additional Performance Guarantee (Annexure- XVII) @10% of the quoted amount of the Work, as applicable, shall have to be submitted by the successful Bidder before the issuance of the LoA.

No interest shall be payable by WBSEDCL on the bid guarantee.

18. Forfeiture of Earnest Money / Bid Guarantee:

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

- a) If during the period of validity, the bidder withdraws/modifies its bid as a whole or in part.
- b) If the bidder deviates from any clarification / confirmation given by him subsequent to submission of his bid.
- c) If the bidder submits / uploads any manufactured or forged documents / data.
- d) In case of successful bidder, if the Bidder fails:
 - i. To accept LoA / Order unequivocally and sign contract within specified time limit.
 - ii. To furnish the Contract Performance Guarantee, Indemnity Bond and Contract Agreement as per enclosed pro forma.

19. Process to be Confidential:

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

20. Determination of Responsiveness:

- i) Prior to the detailed evaluation of bids, WBSEDCL will determine whether the bid is substantially responsive to the requirement of the bidding document.
- ii) For the purpose of this clause a substantially responsive bid is one which conforms to all terms, conditions and specification of the bidding document, without material deviation, or reservations. WBSEDCL's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- iii) If a bid is not substantially responsive to the requirements of the bidding document, it may be rejected by WBSEDCL and the same cannot subsequently be made responsive by the bidder by correction.

21. Time Schedule:



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

22. Evaluation and Comparison of Bids:

- a) On examination of documents submitted under different covers, WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.
- b) While evaluation, the Tender Evaluating Authority, WBSEDCL may summon the bidders and seek clarification / information or additional documents or original hardcopy of any of the document already submitted and if the same cannot be produced within the stipulated time frame, their proposal will be liable for rejection.
- c) The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portals.
- d) Financial proposals of the Bidders declared techno-commercially eligible, will be opened electronically by Tender Evaluating Authority, WBSEDCL from the web portal.
- e) The Evaluation of bid will include and take into account:
 - Cost of the work including taxes and duties etc., excluding GST.
 - WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive and qualified.
 - Evaluated bid price of all bidders shall be compared and the lowest bid will be selected for award of contract.
 - Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
- f) Revision / withdrawal of Financial Proposal by the Bidder after opening of Technical Proposal of the Bid will not be allowed if it is not sought by WBSEDCL.

23. Taxes, Duties and Other Levies:

- a) WBSEDCL does not take any responsibility what-so-ever regarding taxes under Indian Income Tax Act or other applicable taxes on the contractor or on his personnel. Statutory deductions will be made as per prevalent Rules & Regulations.
- b) All other taxes/duties/levies/cess payable (excluding GST) by the bidder shall be included in the bid price and no claim on this behalf will be entertained by WBSEDCL.
- c) GST is applicable for this work as per GST Act 2017.

24. Laws Governing Contract :

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

25. Language and Measures :

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

26. Corrupt or Fraudulent Practice :

WBSEDCL expects that bidders observe the highest standard of ethics during the execution of the contract.



In pursuance to this policy, WBSEDCL defines for the purpose of this provision, the terms set forth below as follows:

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

WBSEDCL will reject a proposal for award if WBSEDCL determines that the Bidder recommend for award has engaged in corrupt or fraudulent practice in competing for the contract in question.

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

27. Correctness and Sufficiency of Rates quoted in the Bid :

The bidder shall be deemed to have satisfied himself before Bidding as to the correctness and sufficiency of his Bid 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 including all materials, labour etc. necessary for proper completion of the work.

28. Penalty for suppression / distortion of facts :

If any Bidder fails to produce the original hard copies of the document like Completion Certificate or / and any other documents on demand of the department within a specified time frame or if any deviation is detected in the original documents from the uploaded soft copies or if there is any suppression, it may be treated as submission of false documents by the Bidder. The Bid will be considered as non-responsive and the Bid will be rejected with forfeiture of Earnest Money Deposit.

At any stage during scrutiny and process towards placement of Letter of Award, if it is found that the credential or any other papers which the Bidder uploaded during Bidding process, found incorrect / manufactured / fabricated, that bid will be considered a nonresponsive and outright rejected with forfeiture of Earnest Money Deposit and action will be taken as per stipulation of the prevailing laws.

29. Award of Contract :

The Successful Bidder, whose bid would be accepted, will be notified by the authorized official through Acceptance Letter / Letter of Award. The notification of award will constitute the formation of the Contract.

The Agreement as per enclosed format in General Conditions of Contract (GCC) will incorporate all documents and corresponding between WBSEDCL and the successful bidder. All the Bid documents including NIT & BOQ will be the part of the contract documents.

The Successful Bidder within 7 (seven) days of issuance of Letter of Award (LoA), shall submit his unequivocal acceptance in writing, failing which WBSEDCL shall have the right to terminate the LoA



and the Earnest Money Deposit submitted along with the Bid will be forfeited.

After acceptance of Letter of Award, the successful bidder shall have to submit requisite copies of contract documents (Contract Agreement, Performance Security and Indemnity Bond) stated in NlET within time limit.

30. Holiday Listing :

Holiday listing will be applicable according to the "Holiday Listing" policy of the Revised Purchase Policy, which is posted in the website of WBSEDCL (www.wbsedcl.in).

31. Rejection of Bid :

WBSEDCL reserves the right to accept or reject any Bid and to cancel the Bidding processes and rejects all Bids at any time prior to the Award of Contract without thereby incurring any liability to the Bidder or Bidders or any obligation to inform the Bidder or Bidders of the reason for WBSEDCL action.



GENERAL CONDITIONS OF CONTRACT (GCC)



1. Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <http://wbtenders.gov.in> (the web portal). The contractor is to click on the link for e-Tendering site as given in the web portal.

2. 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.

- i) The '**Company / Owner**' shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), having its office at Vidyut Bhavan, Block - DJ, Sector - II, Kolkata - 700091.
- ii) The '**Engineer-in-Charge / Controlling Officer**' shall mean the Engineer deployed by the company for the purpose of this contract.
- iii) 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, successor and permitted assignees.
- iv) The '**Contract Price**' shall mean the FOR-price (PPSP Site basis) with taxes and duties (excluding GST) quoted by the contractor in his bid with addition and /or deletions as may be agreed and incorporated in the letter of award, for the entire scope of the work.
- v) '**Equipment / materials**' shall mean and include all type of equipment & materials etc. required for true and satisfactory completion of the work under this contract.
- vi) '**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.
- vii) The '**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.
- viii) The term '**Work**' shall mean all works to be undertaken by the Contractor as laid down under the head 'Scope of Work' 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.
- ix) '**Date of Commencement**' / '**Zero Date**' shall mean the date of placement of LoA.
- x) '**Date of Completion**' shall mean the date of completion of the project in all respect.
- xi) '**Specifications**' shall mean collectively all the terms and stipulations contained in this document including the conditions of contract, technical provisions, drawings and attachments thereto and list of corrections and amendments.
- xii) '**Drawings**' means collectively all the accompanying general drawings as well as detailed drawings, which may be used from time to time or as desired by WBSEDCL.
- xiii) '**Approval**' shall mean the written approval of WBSEDCL and / the statutory authorities, wherever



such authorities are specified by any codes or otherwise.

3. Scope of Work :

Reinforcement Sealing of exposed Irrigation Pipeline using Belzona Composite system at Gate Chamber of the Lower Dam Bottom Outlet at Purulia Pumped Storage Project Site (PPSP), Bagmundi, Purulia, West Bengal, 723152. All details are mentioned in Section:4.

4. Performance Guarantee / Security Deposit :

As a Contract Security, the successful Bidder shall have to furnish an irrevocable and unconditional Performance Guarantee / Security Deposit within fifteen(15) days from the date of issuance of Letter of Award (LoA)/ Order, in the form of Bank Guarantee amounting to 10% of the Contract Value/ Quoted amount of Work, as applicable, to guarantee the faithful performance and security of the Contract in accordance with all the terms and conditions stipulated herein and relevant format attached (**Annexure VII**). The validity of the Bank Guarantee (BG) / performance security shall be up to twelve (12) months from the date of successful completion of the work, with a claim period for another three months from the date of expiry of the validity and same may be extended from time to time, if required. The BGs are to be extended/revalidated by the contractor to maintain the above time schedule for any reason whatsoever.

In lieu of Bank Guarantee, the successful Bidder may deposit 10% of the Contract Value/ Quoted amount of work in the form of crossed Bank Draft issued by Schedule Commercial Bank drawn in favour of 'West Bengal State Electricity Distribution Company Limited' payable at Kolkata.

In the BG, there must be provision for payment at Kolkata in case of invoking.

If the accepted bid rate is 80% or less of the estimate put to tender, then additional Performance Guarantee @10% of the Contract Value/ Quoted Amount of the Work **plus GST**, as applicable, shall have to be submitted by the successful Bidder in relevant format attached herewith(**Annexure XVII**) to ensure the quality and proper execution of the Work.

The additional Performance Guarantee shall be submitted in the form of Bank Guarantee from any scheduled Bank before issuance of the Letter of Award (LoA). If the bidder fails to submit the additional Performance Guarantee within seven working days from the date of issuance of Letter of Acceptance of Bid, the Earnest Money will be forfeited and other necessary actions as per NleT may be taken. The additional Performance Bank Guarantee shall have to be valid up to end of the Contract Period and shall be renewed accordingly, if required.

The additional Bank Guarantee shall be returned immediately on successful completion of the Contract. If the Bidder fails to complete the Work successfully, the additional Performance Guarantee shall be forfeited at any time during the pendency of the Contract Period after serving proper notice to the Contractor.

5. Refund of Performance Guarantee / Security Deposit:

Refund of Performance Guarantee shall be subject to WBSEDCL's right to deduct / appropriate its dues against the Contractor or under this Contract. The Performance Guarantee for the Bid shall be released only after satisfactory expiry guarantee period (defect liability period), which shall be 12 months normally, (if not otherwise mentioned in the Letter of Award) and certified as such by the Controlling Officer of the Work upon request by the Contractor.



6. Refund of Earnest Money:

EMD shall be refunded as per procedure mentioned in clause no. 2 of NIE T. The Earnest Money for the Successful Bidder will be refunded only after submission of Performance Bank Guarantee, Indemnity Bond, and Signing of Contract as stated in Clause No 4 of GCC.

7. Defect Liability Period :

- a) The term 'Defect Liability Period' shall mean the period of 12 (Twelve) months from the date of Completion of the work. If any defect is found within the defect liability period, the contractor shall be liable to rectify the job/ replace the material at their own cost and responsibility.
- b) In case any defect work is detected by the Engineer-in-Charge/ Controlling Officer within the period of 12 (Twelve) months from the date of issue of Defect Liability Certificate, the defect liability period shall continue beyond 03 (Three) months.
- c) Defects / rectification work so notified shall have to be attended and completed satisfactorily within 48 hours or as deemed justified by the Engineer-in-Charge/ Controlling Officer. For faithful & due fulfilment of all obligations, this defect liability period shall be covered by the Security Deposit already deposited from the contractor.
- d) After completion of Defect liability period, and on completion of satisfactory rectification of defect, if any, reported within the defect liability period, and on receipt of the application from the contractor, Controlling Officer of the work shall recommend for refund of the Security Deposit/Performance Guarantee.

8. Mode of Execution of Contract:

- a) The successful bidder has to submit unequivocal acceptance of the LoA within 7 (seven) days from the date of issuance of the LoA.
- b) The successful bidder shall be required to execute an Agreement (as per format enclosed as **Annexure - V**) at his expenses on a non-judicial stamp paper of Rs. 100.00 (Rupees One Hundred) only with WBSEDCL with all related documents for satisfactory execution of the work within 30 (thirty) days from the date of issuance of the LoA.
- c) The Agreement shall be signed on a date and time to be mutually agreed upon at Office of **The Chief Engineer & Project Manager, Purulia Pumped Storage Project, WBSEDCL, Vidyut Bhavan, 5th Floor, A - Block, Block - DJ, Sector - II, Bidhannagar, Kolkata - 700091** by both parties within 30 (thirty) days from the date of issuance of the LoA. Power of attorney of the authorized representative of the contractor who will sign the contract on behalf of the contractor is to be submitted before signing of the agreement.
- d) The agreement shall be signed in three originals. Two original agreements shall be retained by WBSEDCL and the other will be handed over to the contractor.

9. General Requirement :

- 9.1. Contractor shall execute, complete and maintain the work as per direction of the **Engineer-in-**



Charge / Controlling Officer of the work or his representatives.

- 9.2. **Contractor to submit program :** Within 14 (Fourteen) days from the date of issuance of Letter of Award (LoA) the Contractor shall submit a program, procedure and method in which he proposes to carry out the work.
- 9.3. **Contractor's Staff at site:** The contractor shall provide at site his authorized representative duly approved by the Controlling Officer (approval may be withdrawn for particular person, if necessary).
- 9.4. **Care of work:** The contractor shall take every practicable precaution not to damage or to cause injury to adjoining or other properties or to any person. However even if any damage, injury occurs or beyond injury, the contractor shall be responsible in meeting the necessary claims and demands as may be required.

10. Change of Quantity/Quantity :

The quantity mentioned in the schedule of work is provisional only which may vary upto any extent or may be deleted altogether. WBSEDCL reserves the vary the quantities as may be necessary but such variation shall be limited to $\pm 25\%$ (plus or minus twenty-five percent) of the Contract Price. Payment shall be made as per actual execution on the basis of joint measurement signed by the Contractor or his authorized representative and WBSEDCL's representative.

11. GST :

Goods & Service Tax (GST) will be applicable as per prevailing GST Act, 2017.

12. Paying Authority :

The Asst. Manager (F&A)/DDO, Purulia Pumped Storage Project HQ, WBSEDCL, shall be the Paying Authority.

13. Terms of Payment :

- 13.1 The bills shall normally be released within 30 (thirty) days of its submission if all formalities as per terms of the contract is maintained. The final bill shall be released on completion of the work in all respect and fulfilment of all contractual obligations by the contractor.
- 13.2 The company reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed item, if any, of the contractor exceeds the amount of such overpayments and irrespective of the fact whether such disputed claims of the contractor are subject matter of court of law or not. The amount of such overpayment may be recovered from subsequent bill, under the contract, failing that from contractor's claim under any other contract with the company or from contractor's security deposit or from the amount retained or the contractor shall pay the amount of the overpayment on demand.
- 13.3 The Contractor shall submit the following documents for release of payments:
- GST Tax invoice in triplicate.
 - E-way bill.



- Freight & Insurance on the supply materials.
- Payment pre-receipt.
- Guarantee / Warranty Certificate of the supplied items with delivery challan as directed by the Engineer-in-Charge / Controlling Officer.

Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect.

14. Completion of Contract:

All work under the contract must be completed by period of completion time mentioned in NIET while portions of work as per program settled in consultation with the Engineer-in-Charge/ Controlling Officer shall be completed by the date stipulated in the said program. It is to be noted that time is the essence of the contract and any default on the part of the contractor to complete the work within the stipulated date / dates aforesaid or within the time as may be extended in writing by the Controlling Officer subject to payment of liquidated damages, WBSEDCL shall have the right, without prejudice to any other clauses, to terminate contract forthwith and to take possession of the balance work / materials and have the same allotted to any other agency and the contractor shall be liable to compensate the loss that may be occasioned to the WBSEDCL on that account. Any letter in writing by the Engineer-in- Charge/ Controlling Officer shall be treated as conclusive on behalf of the WBSEDCL.

15. Defective Materials:

All the defective materials shall be replaced within 14 days from the date of informing the contractor.

16. Manual & Drawings:

Manual of the Belzona Product & drawings for the application area shall be supplied by the successful contractor. Materials Test and Guarantee Certificate (Certificate of Origin) shall be submitted by the successful bidder at the time of delivery.

17. Material and Workmanship:

All the works shall be executed with the materials as specified and with best workmanship and / or in the best Manner to the satisfaction of the Engineer-in-charge / Controlling Officer.

18. Extension of Time:

Due to Force Majeure activity the Extension of Time, if required, may be granted by the Engineer-in-Charge/ Controlling Officer without imposition of any Liquidated Damage. If the work is suspended due to reasons beyond the control of the contractor, the contractor shall immediately give notice in writing within the same day to the Engineer-in-charge / Controlling Officer for each occasion. On receipt of such notice, the Engineer-in-charge / Controlling Officer may verify the matter and agree to extend the completion period as may be reasonable but without prejudice to other terms and conditions of the contract as the case may be if the reasons behind the suspension of work are found to be justified.

19. Liquidated Damage:

24.1 If the contractor fails to complete the work successfully within the time specified in the contract or any extension thereof, the company shall recover from the contractor as liquidated damages a sum of half percent (0.5%) of the contract value of work as per statute for each



calendar week of delay or part thereof of delay subjected to Force Majeure.

- 24.2 The total recovery against liquidated damage shall not exceed ten percent (10%) of the contract value of the work. An extension of time without imposition of liquidated damage, may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor. Such extension may only be granted on the basis of application to be submitted by the contractor who has to establish that the extension of time required by him was not due to his fault.

20. Company's Right to Terminate Contract:

- 25.1 If the contractor fails to complete the work as per the schedule provided with the LoA, the WBSEDCL shall have the right to cancel the LoA with forfeiture of Earnest Money and /or invocation of Performance Guarantee without giving any notice to the contractor.
- 25.2 If the contract is terminated as above, the contractor shall have no claim for compensation against the WBSEDCL for any loss or deterioration of any materials that he may have collected or engaged or entered into an account of the work.

21. Deduction of Taxes:

It is obligatory under the provision of different Acts to deduct all applicable tax at source hence the same will be deducted from the bills.

22. Force Majeure :

Force majeure is herein defined as any cause which is beyond the control of the contractor or WBSEDCL as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

- Pandemic situation including but not limited to diseases like COVID-19.
- Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any Government, domestic or foreign, including but not limited to war (declared or undeclared) aggression, internal emergency, mass upsurge, priorities, quarantines, strikes, hostilities or rebellion and embargoes etc.

23. Engineer-in-Charge/ Controlling Officer's Decision :

Engineer-in-Charge/Controlling Officer's decision is final and binding in respect of all matters related to the Contract, which are left to the decision of the Controlling Officer including the granting or withholding of any certificate. If in the opinion of Contractor, any decision made by Controlling Officer is not in accordance with the meaning and intent of the contract, the Contractor may appeal to the Controlling Officer within 7 (seven) days after receipt of the decision. Failure to file an appeal within the allotted time will be considered as acceptance of the Controlling Officer's decision and the decision shall become final and binding.

24. Completion of Work :

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



25. Engineer-in-Charge:

The Chief Engineer & Project Manager, Purulia Pumped Storage Project HQ, WBSEDCL, shall be the Engineer-in-Charge for the work.

26. Controlling Officer:

The Project Site In-Charge & Addl. CE of PPSP Site shall be the Controlling Officer. He will depute the Supervising Officer for carrying out the work which will be intimated to you in due course.

27. Safety Rules:

The Contractor shall observe and abide by all safety regulations. Before commencement of work, the Contractor shall furnish all details of safety measures to the Engineer-in-Charge/ Controlling Officer that are to be adopted at site and must make good to the satisfaction of WBSEDCL.

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

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

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

Reporting of Accidents:

All accidents, major or minor, must be reported immediately to WBSEDCL and the contractor will provide first aid to the injured person immediately. The injured person shall report to the First Aid station along with the 'Injured on Work' forms as per appropriate Performa, duly filled in quintuplicate and submit to the Medical Officer of the First Aid Station.

Serious Injuries:

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

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

Penalty:

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

28. Settlement of Disputes :

All disputes concerning question of act arising under the contract shall be decided by WBSEDCL on receipt of written appeal by the Contractor. Any dispute or differences arising out in connection with the contract shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subjected to settlement under the jurisdiction of Calcutta High Court.

29. Risk Purchase :



In the event of failure of the contractor to execute the work timely and/or to the satisfaction of WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD., (A Govt. of West Bengal Enterprise) the Letter of Award may be terminated prematurely and the work may be got done through any other agency at risk and cost of the contractor.

30. Holiday Listing :

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

31. Issue & Submission of e-Way Bill :

e-Waybill if required may be generated from the portal by the Contractor. The utilization report is to be submitted to the Sr. Manager (F&A) Indirect Tax, WBSEDCL, Vidyut Bhavan, 6th floor, 'C' Block through this end within 07 days.

32. Freight & Transit Insurance:

The Contractor shall be responsible for arranging and covering all expenses related to the supply, delivery of the Belzona Compound at PPSP Site, including service work at PPSP Site. Freight & transit insurance shall be borne by the Contractor.

33. Limitation of Liability :

Except in cases of gross negligence or wilful misconduct,

- a) The **CONTRACTOR** and the **EMPLOYER** shall not be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the **CONTRACTOR** to pay liquidated damages to the **EMPLOYER**.
- b) The aggregate liability of the **CONTRACTOR** to the **EMPLOYER**, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of Repair or replacing defective equipment, or to any obligation of the **CONTRACTOR** to indemnify the **EMPLOYER** with respect to patent infringement.



SCOPE OF WORK (SOW)



SCOPE OF WORK

Subject:

Supply & delivery of requisite Belzona Product including service work of Reinforcement Sealing of exposed Irrigation Pipeline at Purulia Pumped Storage Project Site (PPSP), Bagmundi, Purulia, West Bengal, 723152.

Location & Current Status:

At the 4 × 225 MW Purulia Pumped Storage Project (PPSP), located at Bagmundi, Purulia, West Bengal (PIN: 723152), the Bottom Outlet Pipeline of the Lower Dam is situated between the Lower Dam and the adjacent Irrigation Dam. During the erection phase, an irrigation pipeline (STPG370 250A) was tapped from the Bottom Outlet Pipeline, upstream of both the Auxiliary and Main Gates of the Bottom Outlet, to supply the water for irrigation purpose. This irrigation pipeline operates at a maximum pressure of 7 kg/cm² (Approx.). However, during the latest inspection, signs of pipe wall thinning were observed, raising structural integrity concerns. Though, there is no live leakage at present. In view of this, and to enhance the pressure containment capacity up to 14 kg/cm², it has been decided to reinforce the pipeline using the Belzona Composite System. The detailed requisite materials list with work procedure for the strengthening process is outlined below.

Requisite Materials List:

Sl. No.	Material Description	Pack Size	Qty. Req'd.
1.	Belzona 1161- Super UW Metal	5 Kg	90 Kg
2.	Belzona 5831 – ST Barrier	4 Lt	8 Lt
3.	Belzona 9371 – Composite Repair Tape	64 Mt * 80 mm roll	4 Roll
4.	Cleaner/Degreaser	5 Lt	10 Lt
5.	Belzona 4111 – Magma Quartz	15 Kg	60 Kg

Service Work:

1. Surface Preparation:
 - a. Mechanical abrasion of the pipe's external surface using rotary wire brushes and emery tools to achieve proper cleanliness level.
 - b. Removal of any oxide scale, loose rust, previous paint coatings, and contaminants.
2. Wall-pipe Interface Sealing:
 - a. Chipping and dressing of degraded concrete mortar at the wall-pipe interface.
 - b. Application of Belzona 4111 (Magma Quartz) to seal all annular voids between pipe and concrete wall.
3. Primary Composite Layer (Pressure Bearing System):
 - a. Application of Belzona 1161 – Super UW Metal as a first matrix layer across the full 3-meter length of pipe.
 - b. Minimum wet film thickness: 2.0 mm.



- c. Overlay extension: 150 mm onto adjacent concrete to ensure edge integrity.
 - d. Apply Belzona 9371 reinforcement tape helically with 50% overlap, forming the first structural wrap layer. Follow with a second helical wrap in the opposite direction to the first, ensuring balanced circumferential load distribution and integrity.
4. Secondary Reinforcement Layer: Repetition of the above process (point no. 3) to form a double-layered laminate, increasing hoop strength and enhancing resistance against axial and torsional loads. Thereafter, again application of Belzona 1161 over the helical wrapping.
5. Top Coat Encapsulation:
- a. Application of Belzona 5831 (Barrier Coating) over the entire treated surface, within the allowable overcoating window.
 - b. Two-coat system, achieving a dry film thickness (DFT) of 500–600 microns, ensuring long-term protection against external corrosion and UV degradation.
6. Curing and Commissioning:
- a. Curing at ambient temperature for minimum 24 hours or as per OEM recommendation.
 - b. Post-cure inspection for adhesion, film continuity, and dimensional conformity.



SECTION 5

SAMPLE FORMS (Bid Forms & Attachments)



List of Annexure

Number	Description
Annexure I	CHECK LIST
Annexure II	LETTER OF BID
Annexure III	PROFORMA OF LETTER OF UNDERTAKINGS
Annexure IV	BID PROPOSAL
Annexure V	PROFORMA OF AGREEMENT (ONLY FOR SUCCESSFUL BIDDER)
Annexure VII	PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE
Annexure IX	PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES
Annexure XII	LIST OF WORK ORDER IN HAND
Annexure XIV	SELF DECLARATION OF DEBARRING BY ANY GOVERNMENT DEPARTMENT / GOVT. UNDERTAKINGS / ENTERPRISE / REPUTED PRIVATE ORGANIZATIONS ETC.
Annexure XVI	LITIGATION HISTORY
Annexure XVII	PROFORMA OF BANK GUARANTEE FOR ADDITIONAL CONTRACT PERFORMANCE GUARANTEE



Annexure - I**CHECK LIST**

Sl. No.	List of Documents (Scanned Copy of Documents to be uploaded by main bidder only)	Name of folder	To be submitted in cover	Submitted (Y/N)
1.	Bid proposal (Annexure IV)	Annexure	Statutory cover (Technical proposal)	
2.	Notice Inviting Tender / Tender Documents	NIeT	Statutory cover (Technical proposal)	
3.	Addenda / corrigenda (if published), response to query (if any)	NIeT	Statutory cover (Technical proposal)	
4.	Check List (Annexure I)	Forms	Statutory cover (Technical proposal)	
5.	Pro-forma for undertaking to be submitted by the Bidders (Annexure III)	Annexure	Statutory cover (Technical proposal)	
6.	Format of Letter of Bid (Annexure II)	Annexure	Statutory cover (Technical proposal)	
7.	Summary statement of average annual turnover	Forms	Statutory cover (Technical proposal)	
8.	Statement of orders executed last seven years	Forms	Statutory cover (Technical proposal)	
9.	Proof of Company Incorporation/ Trade Licence	Company Details	Non-Statutory cover (Technical proposal)	
10.	PAN Card details	Certificates	Non-Statutory cover (Technical proposal)	
11.	Final GST registration certificate	Certificates	Non-Statutory cover (Technical proposal)	
12.	P Tax Payment Certificate	Certificates	Non-Statutory cover (Technical proposal)	
13.	Income Tax return for the 03 (three) Financial Years (2021-22, 2022-23, 2023-24)	Financial Information	Non-Statutory cover (Technical proposal)	
14.	Annual turnover for last three years(2021-22, 2022-23, 2023-24) and Working Capital for FY (2023-24)	Financial Information	Non-Statutory cover (Technical proposal)	
15.	Evidence of Access to or Availability of Credit/Facilities (Annexure IX)	Financial Information	Non-Statutory cover (Technical proposal)	
16.	Order(s)/ Contract Agreement(s) issued by the purchaser, Completion Certificates, Commissioning Reports signed by the Purchaser/Ordering Authority to substantiate timely completion of the work and Satisfactory Performance Certificate issued by the Owner / Beneficiary.	Credential	Non-Statutory cover (Technical proposal)	



17.	List of Work Order in Hand (Annexure XII)	Declaration	Non-Statutory cover (Technical proposal)	
18.	Self-Declaration of Debarring by any Government Department / Govt. Undertakings / Enterprise / Reputed Private Organizations etc. (Annexure XIV)	Declaration	Non-Statutory cover (Technical proposal)	
19.	Litigation History (Annexure XVI)	Declaration	Non-Statutory cover (Technical proposal)	
20.	Declaration on Holiday Listing / Black Listing	Declaration	Non-Statutory cover (Technical proposal)	
21.	Others : Any other documents found necessary	Declaration	Non-Statutory cover (Technical proposal)	

(Signature of the Bidder
with office seal and date)



Annexure - II

LETTER OF BID

[TO BE PRINTED ON THE LETTER HEAD OF BIDDER (AS ENROLLED ONLINE ON e-TENDERING PORTAL OF NIC)]

To

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

Sub: Letter of Bid for the work

Ref: 1. NIET 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 NIET document as available in the website. The details of the Earnest Money Deposit, Power of Attorney & Undertaking being submitted by us in on-line/hard copies as mentioned in the Tender Document.

This Bid and your subsequent Letter of Award shall constitute a binding contract between us.

We hereby confirm our acceptance of all the terms and conditions of the NIET document unequivocally.

Thanking you,

Yours Faithfully

(Signature of the Bidder
with office seal and date)



Annexure - III

PROFORMA OF LETTER OF UNDERTAKINGS
(To be submitted by the Bidder along with his Bid)
(To be executed on non-Judicial Stamp Paper of Rs. 100/-)

Ref:

Date:.....

To

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

Dear Sir,

1. I/We* have read and examined the following Bidding Documents relating to the
(full scope of work).
 - a) Notice Inviting Tender
 - b) "Invitation to Bid", "Instruction to Bidders (ITB)", "General Conditions of Contract (GCC)", and "Additional Conditions of Contract".
2. Technical Specification and Relevant Drawings.
3. I/We* hereby submit our Bid and undertake to keep our Bid Valid for a period of 180 days from the date of opening price bid. I/We* hereby further undertake that during said period I/We* shall not vary, alter or revoke my/our Bid.

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

Signature along with Seal of Company.....
(Duly authorized to sign the Tender on behalf of the Contractors)

Name.....

Designation.....

Name of Company.....

(IN BLOCK LETTERS)



WITNESS

Signature.....

Date.....

Name & Address.....

.....

Telegraphic Address.....

.....

.....

Telephone No.....

Fax No.....

E-mail.....

***Strike out whichever is not applicable**



Annexure - IV

BID PROPOSAL

Bidder's Name and Address:

Bid Proposal Reference:

Person to be contacted:

Designation:

Telephone No.:

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

Sub: Proposal for

Ref: Niet No.:

Dear Sirs,

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

2.0 PRICES AND VALIDITY

- 2.1 Our prices stated in the bid are firm. Price adjustment is not applicable in line with the bidding document
- 2.2 All prices and other terms and conditions of this proposal are valid for a period of 180 days after the date of opening of Financial Bid.
- 2.3 We further declare that prices stated in our Proposal are in accordance with your "Instruction to Bidders" included in Condition of Contracts of Bid documents.
- 2.4 We confirm that our bid prices include all other taxes and duties and levies except GST and confirm that any such taxes, duties and levies additionally payable shall be to our account. We further confirm that no tax, duties in any form shall be payable by WBSEDCL except GST as per Rule.
- 2.5 We further declare that if any income-tax, surcharge/cess of income tax or any other corporate tax is attracted under the law, we agree to pay the same.



3.0 Earnest Money Deposit :

We have deposited the requisite Earnest Money Deposit through online mode as specified in the Tender Document.

4.0 Bid Price:- We further declare that total bid price inclusive of all taxes, duties, Cess etc (except GST) for the entire scope of work has been up-loaded through online system within due date. Material price shall be on FOR-PPSP Site basis, excluding GST.

5.0 Bid Pricing:- We further declare that the prices stated in our Proposal are firm and in accordance with your 'Instruction to Bidders' (ITB) included in Conditions of Contract of Bid documents.

6.0 We are aware that the Price Schedules do not generally give a full description of the Work to be performed under each item and we shall be deemed to have read the technical specifications, scope of works and other sections of the Bidding Documents and Drawings to ascertain the full scope of Work included in each item while filling-in the rates and prices in price schedule quoted and uploaded in e-procurement web-portal.

7.0 Format of Undertaking - We have enclosed Undertaking as per **Annexure III**.

8.0 DEVIATIONS:

We declare that contract shall be executed strictly in accordance with the specifications and documents. We are aware that, our online price bid is liable to be rejected in case the same contains any deviation/omission from the contractual and commercial conditions and technical Specifications as per Bid documents.

9.0 WORK SCHEDULE:

If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal, we fully understand that the work completion schedule stipulated in the proposal is the essence of the Contract, if awarded. The completion schedule of the various major key phases of the work will be as per time Schedule submitted by us and approved by you in order to maintain the completion time schedule of bid documents.

10.0 CONTRACT PERFORMANCE GUARANTEE:

We further agree that if our proposal is accepted, we shall provide a Contract Performance Bank Guarantee in the form and value, as applicable and as stipulated in Bid document in the form of Bank Guarantee in your favour within stipulated time as mentioned in bid and undertake to enhance/extend the same, as required, as to be informed time to time.

11.0 QUALITY PLANS:

The Contractor is responsible for the proper execution of works as per drawings. The work beyond the Contractor's hold points will progress only with WBSEDCL's consent. WBSEDCL will also undertake quality surveillance and quality audit of the Contractor's, systems and procedures and quality control activities. The Contractor further agrees that any changes in Quality Plan will be made only with the Owner's approval. The Contractor shall also perform all quality control activities, inspection and tests agreed with the WBSEDCL (Owner) to demonstrate full compliance with contract requirement.



- 11.1 The Contractor also agrees to provide the Owner with the necessary facilities for carrying out inspection, quality audit and quality surveillance of Contractor's Quality Assurances System.
- 11.2 It is expressly agreed to by the contractor that the quality tests and inspection by the Owner shall not in any way relieve the Contractor of its responsibilities for quality standards, and performance guarantee and their other obligations under the Agreement.
- 11.3 It is further agreed by the Contractor that the contract performance guarantee shall in no way be constructed to limit or restrict the Owner's right to recover the damages/compensation due to poor workmanship or under any other clause of the Agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the contract price, contract performance guarantee and or otherwise.
- 11.4 The contract performance guarantee furnished by the contractor is irrevocable and unconditional and the Owner shall have the powers to invoke it notwithstanding any dispute or difference between the owner and the contractor pending before any court, tribunal or any other authority.
- 11.5 This Agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede and prior correspondence terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representative of both the parties.

12.0 CHECK LIST

We have included a Check List duly filled in.

Dated this day

of20....

Signature in the capacity of duly
authorized to sign for and on behalf of.....

(IN BLOCK CAPITALS)



Annexure - V**PROFORMA OF AGREEMENT***(To be executed on Non-judicial Stamp Paper of Rs.100/-)*

ARTICLES OF AGREEMENT made thisday ofin 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 Bhavan", Block DJ, Sector II, Salt Lake City, Kolkata-700091, hereinafter referred to as the "Company" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART

AND

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

WHEREAS the Company invited tenders vide Tender Notice No..... (annexed hereto) for "....."(Name of the work)

AND WHEREAS in pursuance of such invitation for tenders the contractor submitted a tender vide no. dt..... the Techno-Commercial part of which was opened onand the Price Bid was opened on (the tender offer is in the 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..... dt..... (annexed hereto)

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 the Letter of Award No.....dt..... referred to above.
3. Both the contractor and the Company agree that for the purpose of jurisdiction of court in regard to any dispute arising out of this agreement, this agreement shall be deemed to have been executed within the jurisdiction of the original side of the High Court, Kolkata.

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



SIGNED, SEALED AND DELIVERED

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

*Notes: Only for Successful bidder



PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be executed in non-judicial stamp paper of Rs. 100/-)

Ref.....

Bank Guarantee No.....

Date :.....

To

.....

.....

West Bengal

Dear Sirs,

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

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

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

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee from time to time to extend the time for performance or the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Owner and the Contractor or any other course or remedy or security



available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

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

.....

(Signature)

.....

(Name)

(Official Address)

.....

(Signature)

.....

(Name)

(Official Address)

Attorney as per Power of Attorney No.....

Date.....

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

**** Upto 3 (three) months after the expiry of warranty/guarantee period.**

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank.
2. The sum shall be 10% (Ten percent) of the Contract Price. The performance Bank Guarantee/ Security Deposit Bank Guarantee shall be valid as per terms of contract. A period of three (3) months should be added as claimed period from the last date of validity of the Bank Guarantee.



PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES
(TO BE GIVEN BY BANKER OF BIDDER)

BANK CERTIFICATE

This 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

Name of Bank.....
Name of authorized Signatory.....
Designation.....
Phone No.....
Address.....

SEAL OF THE BANK



LIST OF WORK ORDER IN HAND

A. For Bidders Other Than Joint Venture*

Sl. No.	Name of the Employer with Contact Address, Tel & Email	Name of the Work	Work Order Reference	Ordered Value (Rs.)	Contract Period	Schedule Date of Completion
1.						
2.						
3.						

(Signature of the Bidder
with office seal and date)



**SELF DECLARATION OF DEBARRING BY ANY GOVERNMENT DEPARTMENT /
GOVT. UNDERTAKINGS / ENTERPRISE / REPUTED PRIVATE ORGANIZATIONS ETC.**

[The following table shall be filled in for the Bidder]

Bidder's Legal Name: _____ **Date:** _____

Debarring of Award of Contracts in accordance with Section 6.2 (v) of ITB, Evaluation and Qualification Criteria:			
<input type="checkbox"/> Debarring of Award of Contracts did not occur since last five (5) years from the publication of this NIeT [insert year] in accordance with Section 6.2 (v) of ITB, Evaluation and Qualification Criteria.			
<input type="checkbox"/> Debarring of Award of Contracts since last five (5) years from the publication of this NIeT [insert year] in accordance with Section 6.2 (v) of ITB, Evaluation and Qualification Criteria.			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (Rs.)
[Insert year]	[Insert amount and percentage]	Contract Identification:[indicate complete contract name/ number, and any other identification] Name of Employer:[insert full name] Address of Employer:[insert street/city/country] Reason(s) for non-performance:[indicate main reason(s)]	[Insert amount]

(Signature of the Bidder
with office seal and date)



LITIGATION HISTORY

[The following table shall be filled in for the Bidder and for each member of a Joint Venture where permitted]

Bidder's Legal Name: _____ Date: _____

Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (Rs.)
Pending Litigation, in accordance with Section 6.2 (v) of ITB, Evaluation and Qualification Criteria:			
<input type="checkbox"/> No pending litigation in accordance with Section 6.2 (v) of ITB, Evaluation and Qualification Criteria.			
<input type="checkbox"/> Pending litigation in accordance with Section 6.2 (v) of ITB, Evaluation and Qualification Criteria as indicated below.			
Litigation History in accordance with Section 6.2 (v) of ITB, Evaluation and Qualification Criteria			
[Insert year]	[Insert Contract Value of Work]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Employer" or "Contractor"] Reason(s) for Litigation and award decision [indicate main reason(s)]	[Insert percentage of work done]

(Signature of the Bidder
with office seal and date)



PROFORMA OF THE BANK GUARANTEE FOR ADDITIONAL CONTRACT PERFORMANCE GUARANTEE/ PERFORMANCE SECURITY DEPOSIT

To

.....(Designation of Engineer-In-Charge)
.....(Office address of Engineer-In-Charge)

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

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

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

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

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

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

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

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

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

This Guarantee shall be valid upto It come into force with immediate effect and shall remain in force and valid for a period upto the time of completion of the work under the stated contract plus claim period of Six months for the Bank Guarantee. 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. upto..... of this guarantee all our liabilities under this guarantee shall cease to exist.

Signed and sealed this day.....of.....20.....at

SIGNED, SEALED AND DELIVERED
(For and on behalf of the BANK)
(Designation)
(Code Number)
(Address)

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

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





BILL OF QUANTITY (BOQ)

(To be completed and submitted in the Finance Folder of www.wbtenders.gov.in)



