



# West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

## Planning, Investigation & Design Department

Data Centre Complex (4<sup>th</sup> Floor), Action Area - 1, Street no. 41,  
33/11 KV Sub-stn Campus (near DLF-1), New Town, Rajarhat, Kolkata-700 163  
Phone: 033-2324 1514/1516/1519, E-mail : [cepidd@wbasedcl.in](mailto:cepidd@wbasedcl.in)

### Notice Inviting e-Tender

Tender Notice No. PIDD/Bandu/48/NleT/23-24/04

Dated: 12.02.2024

West Bengal State Electricity Distribution Company Limited (WBSEDCL) proposed to execute Bandu Pumped Storage Project at Purulia, West Bengal. Sealed tenders are invited by The Chief Engineer, Planning, Investigation & Design Department WBSEDCL, Data Centre Complex (4<sup>th</sup> Floor), Action Area – 1, Street No. – 41, New Town, Rajarhat, Kolkata – 700163 from bonafide eligible, resourceful and experienced contractors having requisite credentials of works in Govt. / Semi Govt. Organization or Private Sector Units for the following works at Proposed Bandu Pumped Storage Project Site, WBSEDCL at P.S. Baghmundi, Dist. Purulia, West Bengal, Pin Code: 723152. (Submission of Bid through online only)

Sl. No	Name of the work	Estimated Base Amount (including contractor % profit, Overhead & Incidental & BOCWW Cess) for one + one year (Rs.) without GST.	Earnest Money Deposit (EMD) (Rs.)	Tender fee
1.	Recording of rainfall & gauge discharge data for 01 + 01 (one + one) year and repairing & protection work of adjacent area of installed V-notch over Bandu nala at proposed Upper & Lower Dam location of proposed Bandu Pumped Storage Project near Chhatni and Bhuda Village in Purulia, West Bengal	9,93,173/- ( Nine Lakh ninety three thousand one hundred seventy three only)	INR 19,864/- (Nineteen thousand eight hundred sixty four only)	NIL

1. Intending bidder should download the tender documents from the website <https://wbtenders.gov.in> directly with the help of his Digital signature Certificate. Necessary Earnest Money Deposit (EMD) should be paid in full through online mode only as mention at Instructions to Bidders.
2. Both Technical Bid and Financial Bid are to be submitted concurrently duly digitally signed by the Bidder through the website <https://wbtenders.gov.in>. (Details of which has been narrated in 'Instruction to Bidders').
3. **Eligibility criteria for participation in tender:**
  - A) The bidders shall have credential for successfully completion of similar nature of work, not less than amount equal to 50% of the estimated base amount in a single contract, completed within last five (05) years from the date of issuance of this tender paper. Original documents are to be produced on demand for verification. Value of Extension order, if any, having continuity of work of the same job may be included. The value of work excluding GST will be considered for evaluation.
  - B) The bidders shall have Valid Provident Fund Registration.
  - C) All categories of prospective Bidders shall have to submit valid copies of current Professional Tax receipt Challan, E.P.F. Registration number, GST Registration no, PAN Card and Income Tax Return for last three financial years, Trade License in respect of the

prospective Bidder, Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License), Ltd Company (Incorporation certificate, Trade License), Co-operative Society (Society Registration copy, Trade License).

- D) The agency should have an average annual turnover of Rs.3.0 lakh during last three years (FY- 2020-21, 2021-22 and 2022-23).
- E) The agency should have working capital not less than Rs.3.0 lakh in the financial years 2022-23.
- F) Annual Audited Financial Report for FY 2020-21, 2021-22 and 2022-23 to be submitted for verification in respect of bidders for whom audit of accounts is mandatory. For those whose audit of accounts is not mandatory, they shall submit copy of IT returns along with related enclosures (Form 3CA and Form 3CB).
4. The FINANCIAL OFFER of the prospective bidder will be considered only if the TECHNICAL BID of the Bidder is found qualified by the WBSEDCL. The decision of the WBSEDCL will be final and absolute in this respect. The list of Qualified Bidders of Technical Bid will be displayed in the website, mentioned above.
5. Bid shall remain valid for a period of 180 (one hundred eighty) days from the date of opening of Price Bid. If the bidder modifies/ withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of Earnest Money Deposit (EMD).
6. **Date and Time Schedule:**

Sl. No.	Particulars	Date & Time
1.	Publishing Date	19.02.2024 at 10:00 hrs
2.	Documents download start date	19.02.2024 at 12:00 hrs
3.	Seek Clarification Start Date	20.02.2024 at 11.00 hrs
4.	Seek Clarification End Date	22.02.2024 at 14:00 hrs
5	Pre-bid meeting	23.02.2024 at 12.00 hrs
6.	Bid submission start date	24.02.2024 at 11:00 hrs
7.	Bid Submission end date	07.03.2024 at 12:00 hrs
8.	Technical Bid opening date	11.03.2024 at 11:00 hrs
9.	Financial Bid opening Date (Online)	To be intimated later

7. The Bidder at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender. The cost of visiting the site shall be at the Bidder's own expense. Before submission of the bid, Bidders are requested to make themselves fully conversant with the site conditions, labourer related issues / conditions, specifications, schedules, drawings and other information so that no ambiguity may arise in these respects subsequent to the submission of the tender. Representative of the Bidders should visit the sites to assess the site conditions prior to submission of bid. The contractor will also be considered as having acknowledged that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the work.
8. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the WBSEDCL. The WBSEDCL reserves the right to accept or reject any bid and to cancel the Bidding processes and reject all Bids at any time prior to the Award of Contract without assigning any reason



- whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Tender Accepting Authority. WBSEDCL is not liable for any cost that might have been incurred by any Bidder at any stage of Bidding.
9. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Eligibility Criteria' before tendering the bids.
  10. Exemption from deposition of earnest money deposit (EMD) shall not be allowed under any circumstances.
  11. Conditional / Incomplete tender will not be accepted under any circumstances.
  12. The intending Bidders are required to quote rate online only.
  13. A prospective Bidder shall be allowed to participate in the tender either in the capacity of individual or as a partner of firm. If found to have applied severally in a single job, all his offers will be rejected for that job.
  14. During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice.
  15. Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.
  16. The eligibility of a Bidder will be ascertained on the basis of the documents submitted by a Bidder in support of eligibility criteria. If any document submitted by a Bidder is incorrect / manufactured / fabricated or false at any stage, his Tender will be rejected and legal action will be taken against him.
  17. Price preference will not be allowed to any contractor based on the size of the company or its geographic location. Co-operative Society / MSME will not be considered with separate status.
  18. The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tender(s) or to split the whole work to more than one contractor without assigning any reason whatsoever. WBSEDCL reserves its right to take decision keeping its financial interest.
  19. The WBSEDCL reserves the right to cancel the NIT due to unavoidable circumstances and no claim in this respect will be entertained. In such case EMD will be refunded without any interest.
  20. Other information as well as terms and conditions, which are not covered above, will be available in Instructions to Bidders, General Conditions of Contract and scope of work and Additional Condition of Contract of this tender.
  21. Any further information may be had from the website: [www.wbsedcl.in](http://www.wbsedcl.in) and the following office :-

*Office of the Chief Engineer  
Planning, Investigation & Design Department  
West Bengal State Electricity Distribution Company Limited  
Data Centre Complex (4th Floor)  
Action Area – 1, Street No. – 41  
New Town, Rajarhat  
Kolkata – 700163  
Phone No 033-2324-1514*

A handwritten signature in blue ink, followed by the date '12/02/2024' written in blue ink.

Chief Engineer  
Planning, Investigation & Design Department

## CHAPTER-1

### INSTRUCTION TO BIDDERS

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

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

#### **ITB.2. Registration of Contractor:**

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

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

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

#### **ITB.4. Downloading of Tender documents :**

The contractor can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

#### **ITB.5. Submission of Tenders:**

General process of submission:

Tenders are to be submitted online along with all necessary documents, as asked for in the tender to the website stated in above, in two folders at a time, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using Digital Signature Certificate (DSC). The Bidder shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations. The bidder needs to download the standardized Forms / Annexure, fill up the particulars in the designated Cell and upload the same in the designated location of Technical Bid. He needs to download the BOQ, fill up in the designated Cell and upload the same in the designated location of Financial Bid. The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). The uploaded Documents will get encrypted (transformed into non readable formats).

All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. Bidder should take note of all the addendum/ corrigendum related to the tender and upload the latest digitally signed documents as part of the tender.

The bidder shall submit along with the offer necessary documents in support of their previous work of the items of the tender to WBSEDCL / Govt. / Semi Govt. Organization or Private Sector Units in earlier occasions and financial capabilities to the extent of the estimated financial amount of their offer.

## **ITB.6. Technical proposal :**

It containing following two covers -

### **A-1. Statutory Cover**

Statutory cover containing three types of document - (a) NIT (b) Annexures & (c) Forms.

**(a) NIT folder** containing Downloaded and uploaded copies ( Digitally Signed) of the following:-

- I. NIT.
- II. General conditions of contract and scope of works.
- III. Additional Terms & condition if any.
- IV. Addenda/Corrigenda: if published.

**(b) Annexure Folder** containing –

- i. Letter of Bid (Annexure-I) duly filled and signed on Letter Head of Bidder.
- ii. Proforma for Undertaking (Annexure-II) duly filled and signed on non-Judicial stamp paper.
- iii. Bid Proposal (Annexure-III) duly filled and signed on Letter Head of Bidder.
- iv. Declaration of Black Listing / Holiday Listing (Annexure –IV) duly filled and signed on Letter Head of Bidder.
- v. Form of Contract Agreement (Annexure- V) – For successful bidder only
- vi. Format of Indemnity Bond (Annexure –VI) – For successful bidder only.

**(c) Form Folder** containing: –

- i. Key Information (Form - I) duly filled and signed on Letter Head of Bidder.
- ii. Statement of order executed during last three year (Form-II) duly filled and signed.
- iii. Statement for Current Contract Commitments / Works In Progress (Form-III) duly filled and signed by Bidder.
- iv. Mandate Form (Form-IV) duly filled and signed.
- v. Check List (Form-V) duly filled and signed.

**A-2. Non statutory cover** containing -

- i. Copy GST registration certificate. The bidders shall have to quote their respective GSTIN of respective state / office.
- ii. Copy of PAN card.
- iii. Copy of Professional Tax (PT) registration certificate and Current Professional Tax (PT) submission Challan.
- iv. Copy of Employees' Provident Fund Registration Certificate.
- v. Copy of Registration certificate under company Act (if any), Trade License in respect of the prospective Bidder, Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License), Ltd Company (Incorporation certificate, Trade License), Co-operative Society (Society Registration copy, Trade License).
- vi. Copy of ESI Registration certificate (if any).
- vii. Copy of Annual audited financial report for FY 2020-21,2021-22 & 2022-23) duly attested by Practicing Chartered Accountant with Membership Number.
- viii. Copies of latest Income Tax returns for last three Assessment years (AY 2021-22, 2022-23 & 2023-24) duly attested by Practicing Chartered Accountant with Membership Number.

- ix. Corporate Identification Number (CIN) details, if applicable.
- x. Relevant copies of updated GST return submitted.
- xi. Copy of Purchase Orders, work completion certificates / Performance certificate from the ordering authority etc. in support of completion of work against a particular contract.
- xii. List of Orders in hand, along with Order values to be executed within one year of bid submission.
- xiii. Copy of documents in support of Credential for successfully executed work in Govt./ Semi Govt. Organization or Private Sector Units during last three (03) years subject to fulfilment of the eligibility criteria as requirement given in Sl. No. 3 (A) of NIT.

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

- i. The financial proposal should be one cover (folder) containing bill of quantities (BOQ) the contractor is to quote the rate (without GST) online in the space marked for quoting rate in the BOQ on 'Item rate basis". Quoted rate will be encrypted in the BOQ under Price Bid.
- ii. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.

**Note:** Tenders are to be downloaded the standardized Annexures / Forms, fill up the particulars in the designated Cell and upload the same in the designated location.

#### **ITB.7. Opening and Evaluation of Tender:**

- i. Tenders will be opened on the pre-scheduled date and time as per N.I.T.
- ii. The owner shall evaluate and compare only the bids determined to be substantially responsive.

#### **A.1. Opening of Technical Proposal**

- i. Technical proposals will be opened by the Tender Inviting Authority or his authorized representative electronically from the web site stated using their Digital Signature Certificate.
- ii. Intending tenderers may remain present if they so desire. Not more than two representatives of each Bidder shall be permitted to attend the opening of tenders.
- iii. Technical proposals for those tenderers whose EMD have been received will only be opened. Proposals corresponding to which EMD has not been received, will not be opened and will stand rejected.
- iv. Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.

#### **A.2. Techno-commercial Evaluation**

- i. On examination of document submitted under different covers WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.
- ii. While evaluation the authorized representatives of WBSEDCL may request any of the tenderer & seek clarification / information or tenderer/s may be asked for producing original hard copy/s of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.
- iii. Pursuant to scrutiny & decision of the Tender Inviting Authority of WBSEDCL the summary list of Techno-Commercially eligible tenderers will be uploaded in the web portals.
- iv. Date of opening of financial proposal will be intimated to the techno-commercially qualified Bidders.

#### **B.1. Opening of Financial proposal**

- i. Financial proposals of the Bidders declared techno-commercially eligible will be opened by the Tender Inviting Authority or his authorized representative electronically from the web



site stated using their Digital Signature Certificate. Intending tenderers may remain present if they so desire. Not more than two (2) representatives of each Bidder shall be permitted to attend the opening of tenders.

- II. The encrypted copies will be decrypted and the item rates will be read out to the bidders remaining present at that time.
- III. After opening of the financial proposal the preliminary summary result containing inter- alia, name of bidders and the rates quoted by them will be uploaded.
- IV. Revision/withdrawal of Financial Proposal by the bidder after opening of Technical Proposal of the Tender will not be allowed if it is not sought by the Tender Inviting Authority.

## **B.2. Financial Evaluation**

- I. The bids shall be evaluated on the basis of “**Total Rate**” for the entire scope of work quoted by the contractor as mentioned in BOQ.
- II. Evaluated bid price of all bidders shall be compared among themselves to determine the overall lowest evaluated bid and as a result of this comparison, the overall lowest bid will be selected for award of contract.
- III. The Tender Inviting Authority may ask any of the Bidders to submit analysis to justify the rate quoted by that Bidder.
- IV. Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
- V. Overall lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons which are not liable to express to the Bidders.

## **ITB.8. Cost of Bidding :**

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

## **ITB.9. Earnest Money :**

- ❖ Earnest Money Deposit (EMD) should be paid in full through online mode only. 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 :-
  - a. Net-banking through Payment Gateway.
  - b. 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.). As such bidders opting to pay through NEFT / RTGS mode shall make payment well before 24 Hrs. to avoid any complicity.
- ❖ 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 not accompanied by Earnest Money shall be disqualified.
- ❖ Earnest Money is to be forfeited:
  - a. If the Tenderers withdraw tender during the period of “Processing the Tender”.
  - b. In case of successful Tenderer fails to accept the Lol/ Order in specific time limit unconditionally.

- ❖ For unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- ❖ For successful bidder, EMD shall be converted to security deposit.
- ❖ No interest will be paid on any Security for any reason whatsoever.
- ❖ Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vender Cornet, if not created earlier.
- ❖ The Bidder shall have to collect D.C.R. from the respective cash section for deposition of earnest money.

**ITB.10. 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.

**ITB.11. Time Schedule :**

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

**ITB.12. Language and Measures :**

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

**ITB.13. Penalty for Suppression / Distortion of Facts :**

If any Bidder fails to produce the original hard copies of the documents or any other documents on demand of the Tender Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tender committee will take action as deem fit against such defaulting Bidder. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time the prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for WBSEDCL's action.

**ITB.14. Corrupt or Fraudulent Practise :**

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

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



- c. WBSEDCL will reject a proposal for award if the owner determines that the bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
- d. WBSEDCL will declare a Firm ineligible either indefinitely or for a stated period of time if owner any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

**ITB.15. Award of Contract :**

The acceptance of tender and award of contract to Bidder rests with the WBSEDCL. It shall not be obligatory on the part of the WBSEDCL to accept the overall lowest tender. The WBSEDCL would be at liberty to accept any tender, lowest or otherwise, in whole or in part and to reject any or all tenders received, without assigning any reason, and no explanation can be demanded by any Bidder in respect thereto.

WBSEDCL will communicate acceptance of tender to the successful bidder by a Service Order. The successful Bidder shall communicate the acceptance of the Service order within a specific period to be mentioned on the order.

**ITB.16. Amendment of Bidding Documents :**

- At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing amendments. Any such amendment shall be part of the bidding document.
- Such amendment(s) will be published on the same website mentioned above. WBSEDCL will bear no responsibility or liability arising out of non-pursuance of the same in time or otherwise by the bidder. In order to afford prospective bidders reasonable time in which to take the amendment in to account in preparing their bids, WBSEDCL may, at its discretion, extend the deadline for submission of bids. Such amendments, clarification, etc. shall be binding on bidders and will be given due consideration by the bidders while they submit their bids and invariably enclose such documents as a part of the bids.

**ITB.17. Commercial Deviations :**

The Bidders are not allowed to take any commercial deviation from the stipulations as laid down in “Conditions of Contract” of the Bid Document. If such deviations are taken, the Bid shall be liable for rejection.

**ITB.18. Employees’ Provident Fund, Registration Number and Other Statutory Obligations :**

- The Bidder must possess individual Employees’ Provident Fund Registration Number issued by the Commissioner of Provident Fund under E.P.F. and M.P. Act 1952, amended from time to time. The EPF Registration Number along with photo copy of the same are to be furnished along with the Tender.
- To comply with the Workmen’s Compensation Act, 1923, the bidder shall possess insurance coverage certificate of its workmen.
- The contractor, in exercise of work shall abide by the provision of applicable labour laws such as the Factories Act, 1948, the Workmen’s Compensation Act, 1923, Minimum Wage Act, 1948, The EPF & Misc. provision Act, 1952 and rules made there under.
- The contractor shall resort to the Industrial Dispute Act, 1947, to prevent Dispute between the contractor and its workmen and to ensure fair terms to the workmen.
- All the statutory liabilities in respect of the contractor’s labourers under the scope of the work shall be borne by the contractor and the WBSEDCL shall not take any responsibility on these accounts whatsoever.

**ITB.19. Period of Contract :**

The period of the contract to be awarded to the successful Bidder shall be **for 01 + 01 (one + one) year** from the date of handing over of site.

**ITB.20. Bid Prices :**

- ❖ The bidder shall quote their price in the appropriate format in BOQ only.
- ❖ Prices indicated in the schedule of prices deemed to include all the levies/ duties/ taxes/ cess & all other incidentals payable as per statute. Only GST, as applicable, shall be paid extra.

**ITB.21. Period of Validity of Bids :**

The validity of the tender shall be **180 (one hundred eighty) days from the date of opening of price bid.**

## CHAPTER-2

### GENERAL CONDITIONS OF CONTRACT AND SPECIFICATION FOR WORK

#### **GCC.1. Scope of Work:**

- Gr. – A** Repairing & protection work of adjacent area of installed V-notch over Bandu nala at proposed Upper & Lower Dam location of Bandu Pumped Storage Project near Chhatni and Bhuda Village in Purulia, West Bengal and other allied preliminary, ancillary works as per drawing.
- Gr. – B** Recording of rainfall & gauge discharge data at Upper dam and lower dam locations for one (01) year over Bandu nala and submit the recorded daily rainfall graphs of SRGS and recorded discharge data through V-notch after completion of each month or part of it.

#### **GCC.2. Definition:**

WBSEDCL: WBSEDCL shall mean the West Bengal state Electricity Distribution Company Ltd., having its office at Vidyut Bhavan, Block-DJ, Sector-II, Kolkata-700 091 and shall include its successors and assigns.

#### **GCC.3. Refund of Earnest Money of Successful Tenderer:**

Earnest money for the successful Tenderer shall be converted to security deposit. An additional sum of security money shall be deducted from the progressive bills @ 7.5% (eight percent) of each bill so that the total deduction together with 2.5% (two point five percent) earnest money already deposited along with the tender, shall constitute not less than ten percent (10%) of the total value of the work as actually done.

#### **GCC.4. Refund of Earnest Money to Unsuccessful Tenderer:**

Earnest money to Unsuccessful Tenderers shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.

#### **GCC.5. Forfeiture of Earnest Money:**

Earnest money shall be forfeited in case of following:

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

#### **GCC.6. Defect Liability Period:**

- ❖ The term 'defect liability period' shall mean the period of six (06) months from the date of actual completion of the work. If any defect is found within the defect liability period, the contractor shall be liable to rectify/ replace the materials at their own cost and responsibility within the specified date or as deemed justified by the Controlling Officer.
- ❖ For faithful & due fulfillment of all obligations, this/ her defect liability period shall be covered by the Security money, already submitted by the contractor.

#### **GCC.7. Refund of Security Deposit:**

- Refund of Security deposit shall be subject to Company's right to deduct/ appropriate its dues against the contractor under his/ her contract. The Security deposit shall be released only after satisfactory expiry of the defect liability period of six (06) months



from the actual date of completion of the work and certified as such by the Controlling officer of the work upon written request by the contractor.

- In case of any defect noted within defect liability period, upon satisfactory rectification of same as noted under cl. no. 6.0 at his/ her own cost, the controlling officer of the work shall recommend for refund of the Security money on receipt of the application from the contractor.

#### **GCC.8. Manner of Execution of Contract/ Agreement:**

- 8.1 The successful Tenderer has to submit acceptance of the order within seven (07) days from the date of issuance of the order.
- 8.2 The successful Bidder shall execute the Contract Agreement and furnish Indemnity Bond at his own cost on non-judicial stamp paper of Rs.100/- (for each) with the company for satisfactory execution of the work. The form and content of the aforesaid Agreement and Bond shall be according to the Proforma enclosed herewith as "Annexure-V & Annexure-VI" of the Bid Document.
- 8.3 The Contract Agreement shall be signed on a date and time to be mutually agreed upon in the office of the controlling officer of the work and the same has to be signed by both the parties within thirty (30) days from the date of acceptance of the order. 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.
- 8.4 The Contract Agreement/ Indemnity Bond shall be signed in original and three photo copies. The original agreement shall be retained by the Company and a copy will be handed over to the Contractor.

#### **GCC.9. General Requirement:**

- 9.1 The contractor shall execute, complete and maintain the work as per direction of the Controlling Officer/ Engineer-in-Charge of the work or his/ her representative.
- 9.2 **Contractor's staff at site:** The contractor shall provide at site his/ her authorized representative duly approved by the Controlling Officer (approval may be withdrawn for a particular person, if necessary). The contractor and/ or his/ her authorized representative is to be constantly on the work and shall give whole time supervision of the same. Such authorized agent or representative shall receive (on behalf of the contractor) direction's and instructions from the Controlling Officer/ Engineer or his/ her representative.
- 9.3 **Removal of persons employed at site:** The Controlling Officer/ Engineer shall be at liberty to ask the contractor to remove from the site any person, employed by the contractor in the execution of the work, who in the opinion of the Controlling Officer/ Engineer misconducts himself/ herself or is incompetent or negligent in the proper performance of his/ her duties and such persons shall not be again employed upon the work without the permission of the Controlling Officer/ Engineer.
- 9.4 **Setting out:** The contractor shall be responsible for the true and proper setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work. If at any time during the progress of the work any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the work, the contractor on being asked to rectify by the Controlling Officer/ Engineer, shall at his/ her own expense rectify such error to the satisfaction of the Controlling Officer/ Engineer.
- 9.5 **Protection of work:** The contractor shall in connection with the work provide and maintain at his/ her own cost all lights, guards, fencing and watching when and where

necessary if required by the Company or by any competent authority or statutory or other authority for the protection of the work or for the safety and convenience of the public or others.

- 9.6 **Care of works:** From the commencement to the completion of the work, the contractor shall take full responsibility for the care thereof and of all temporary work and in case of any damage, loss or injury to work or to any part thereof or to any temporary work due to any cause whatsoever shall at his/ her own cost repair and make good the same, so that at completion the work shall be in good order and conditions and in conformity in every respect with the requirements of the contract. The contractor shall take every practicable precaution not to damage or to cause injury to any adjoining or other properties or to any person. However, even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.
- 9.7 **Workmen's compensation for accident or injury to any workmen:** The Company shall not be liable for damages or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the employment of the contractor. The contractor shall have to pay all claims, demands, preceding costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance Policy covering provisions for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.
- 9.8 **Clearing site on completion:** On completion of the work the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish and temporary structures and leave the whole of the site and work clean and in a good and tidy condition to the satisfaction of the Engineer-in-Charge.

**GCC.10. Change of Quantity :**

The quantity mentioned in the schedule of work is provisional. The owner reserves the right to 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.

**GCC.11. Compliance of Labour Laws:**

The contractor shall comply all statutory labour laws to protect the laborers engaged by them.

**GCC.12. Deduction of Provident Fund and remittance thereof in respect of Contract Labours:**

Deduction of Provident Fund will be done by the agency as per rule. However, it is further clarified that no mechanical approach should be adopted in deciding the applicability of the Act and each case should be considered on its own merits.

**GCC.13. Controlling Officer:**

The Addl. Chief Engineer - I, PIDD, WBSEDCL shall be the Controlling Officer of the work.

**GCC.14. Supervising Officer:**

The Divisional Engineer (Civil), PPSP Site, Baghmundi, Purulia shall be the Supervising Officer of the work.

**GCC.15. Price:**

The quoted rate for the work / job mentioned against Group – A (as mention at scope of work, chapter 2, GCC.1) is inclusive of all, like wages, other allowances / applicable benefit payable to worker, statutory liabilities, profit, overhead, Tax & Duty, Cess and all incidental charges, only GST as applicable will be payable extra as per statute.

The quoted rate for the work / job mentioned against Group – B (as mention at scope of work, chapter 2, GCC.2) only will be variable following only minimum wage announced by Govt. of West Bengal time to time and that would be adjusted on pro-rata basis as per Govt. of W.B. labour rate published from time to time. The base of labour rate would be considered by following G.O. No. - 25/Stat/4RW/11/2022/LCS/JLC Dated: 28.07.2023

The contractor will submit his claim bill after adjustment of labour rate incorporating order of Govt. of W.B. for minimum wage towards engagement of contract labourers for this contract. The adjusted rate for the work / job mentioned against Group – B only will be calculated as follows:

$$Pa = Po + [(Lp - Lo) / Lo] \times Po$$

Where, Pa = Adjusted rate, Po = Ordered rate, Lp = Revised rate of Govt. of W.B., Lo = Base rate of Govt. of W.B.

**GCC.16. Paying Authority:**

The Dy. General Manager (F&A)/ Manager (F&A), PIDD, WBSEDCL shall be the Paying Authority.

**GCC.17. Power to Order Variation, Omission, Addition & Alteration:**

Whenever required, WBSEDCL can make any variation of the form, quality or quantity of the works or any part thereof that may in their opinion be necessary and for the purpose or if for any other reason it shall in their opinion be desirable, controlling officer shall have the power to order the contractor to do and the contractor shall have to do the following when so advised.

1. Increase or decrease in the quantity or any work included in the contract.
2. Omit any such work.
3. Change the character or quality or kind of such work.

However no such variation shall be made by the contractor without an order in writing from the E-in-charge.

**GCC.18. Supplementary work:**

Whenever supplementary work becomes unavoidable for completion of the work in all respect, the Contractor shall bring the matter to the notice of the Controlling Officer and submit their proposal. However, the Controlling Officer shall have the right to advise the contractor to proceed with such item(s) of work. Rates for supplementary item shall be arrived at as given hereunder:

18.1 The rates of all supplementary items shall be taken from P.W.D. (WB) Schedule of Rates for Building Works, P.W.D. (WB) Schedule of Rates for Sanitary & Plumbing Works & P.W.D. (WB) Schedule of Rates for Roads prevailing at the time of submission of bids plus/ minus the contractual rate of quotation.

18.2 But, in case of any change in dimension etc. for same item in schedule under cl. 17.1, pro-rata basis is to be applied for derivation of rate.



- 18.3 When clause no 17.1 & 17.2 above shall not be applicable, the rates should be analyzed from present market rate(s) of different element(s), against documentary evidence, with 5% overhead, 10% contractor's profit and 1% cess towards BOCWW Cess Act,1996. In that case, contractual rate of quotation will not be applicable. Controlling Officer's decision regarding finalization of rate of non-scheduled item(s) shall be final and binding upon the contractors.

#### **GCC.19. Measurement and Terms of Payment:**

- 19.1 Items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the Measurement book/ Log book etc. as prescribed by the company so that a complete record is obtained of all works performed under the contract and the value of the work carried out can be ascertained and determined there from.
- 19.2 Measurement shall be taken jointly by the Supervising officer or his/ her authorized representative and by the contractor or his/ her authorized representative. Every measurement thus taken shall be signed and dated by both the parties. Mode of measurement shall be followed as described in PWDSOR, unless, otherwise stated.
- 19.3 Progressive R/A bills, against the prayer of the contractor, for an amount of minimum 20% of the ordered value or as deemed justified by the Controlling Officer shall be released against certification by the Controlling Officer after deducting the amount already paid or other amounts as may be deductible. The bills shall be released within 30 (thirty) days of its submission if all formalities as per terms of contract is maintained. The final bills shall be released on completion of the work in all respect and fulfillment of all contractual obligations by the contractor.
- 19.4 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 claims, if any, of the contractor exceeds the amount of such overpayment and irrespective of the fact whether such disputed claims of the contractor are subject matter of arbitration or not. The amount of such overpayments may be recovered from the subsequent bill, under the contract, failing that from contractor's claim under any other contract with the company or from the contractor's security deposit or from the amount retained or the contractor shall pay the amount of overpayment on demand.

#### **GCC.20. PERFORMANCE SECURITY**

- 20.1 The successful bidder will have to furnish a 'Performance Security' in the form of a Bank Guarantee (BG) issued by any Scheduled Commercial Bank of India other than Co-Operative Bank, as per the owner's pro-forma, amounting to 10% (ten percent) of the contract value of the work (as per the Letter of Award/ Order) for faithful and due fulfillment of all obligations under the terms and conditions of the contract within 28 (twenty-eight) days of the placement of the Letter of Award (LOA)/ Order.
- 20.2 The owner reserves the right to invoke the bank guarantee with 15 (fifteen) days' notice for non-performance of the contractual obligations.
- 20.3 The performance security in the form of Bank Guarantee (BG) should be valid for a period up to 03(three) months beyond the date of completion of all the contractual obligations of the contractor including Defect Liability period and the claim period to be extended up to 03 months after the expiry of above mentioned valid period.

- 20.4 The performance security (BG) may be released after 03(three) months after satisfactory observation of the contract and upon receipt of a written request from the agency in this regard. Contract Performance Security is to be suitably extended when informed by the WBSSEDCL and if the situation so arises.
- 20.5 Bank Guarantee shall be on non-judicial stamp paper of appropriate value. The relevant format attached herein 'Form-VIII of Forms/ Proforma Section'with this tender document.
- 20.6 After submission of performance BG and execution of contract agreement, EMD of the successful bidder will be released on submission of written prayer by the successful bidder.

**GCC.21. Completion of Contract:**

- Completion time of the work shall be 01 + 01 (one + one) year from the date of handing over of site.
- All works under the contract must be completed by period of completion, while portions of work as per programme settled in consultation with the Controlling Officer shall be completed by the date stipulated in the said programme.
- The Company 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 Company on that account.
- Any letter in writing by the Controlling Officer shall be treated as conclusive on behalf of the Company.

**GCC.22. Defective Materials:**

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

**GCC.23. Materials and Workmanship:**

All materials including reinforcing steel, cement for concrete work fittings shall be procured after approval of brand and make by WBSSEDCL. Any material brought to the site and rejected by the WBSSEDCL shall be removed by the contractor from the site of work immediately. All the work shall be executed with the materials as specified and with best workmanship and/ or in the best manner to the satisfaction of the Engineer-in-charge.

**GCC.24. Extension of Time:**

If the work is suspended due to reasons beyond the control of the contractor, the contractor shall immediately give notice in writing within 07 (seven) days to the controlling officer for each occasion. On receipt of such notice, the controlling officer may verify the matter and agree to extend the completion period as may be reasonable but without prejudice to other terms and conditions of the contract as the case may be if the reasons behind the suspension of work are found to be justified.

**GCC.25. Liquidated Damage:**

- 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 damage a sum of half percent (0.5%) of the executed value including contractual rate of quotation, for each calendar week of delay or part thereof.
- The total recovery against liquidated damage shall not exceed ten percent (10%) of the executed value including contractual rate of quotation.
- 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 or due to force majeure. 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/ her fault

**GCC.26. Company's Right to Terminate the Contract:**

If the contractor neglects or fails to proceed with the work proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time for completion or within the extended time approved by the Company, the Company shall have right to terminate the order/letter of intent after giving notice in writing to the contractor. If the contractor fails, after 14 (fourteen) days' of such notice, to proceed with the work in the manner notified, the Company shall terminate the contract and call the contractor to take joint measurement along with the Engineer for the finished portion of work. If the contractor does not appear for a joint measurement, ex party measurement by the Company will be taken as final.

In that case the Company shall take possession of the work site and may engage other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, will be realized from him, from his/ her pending bills and security money. If the contract is terminated as above, the contractor shall have no claim for compensation against the Company for any loss or deterioration of any materials that he may have collected or engaged or entered into on account of the work.

**GCC.27. Quality of Work/ Material and Mode of Measurement:**

As regards specification of materials, execution of work and the mode of measurement relevant stipulation of P.W.D. (WB) Schedule of Rates (applicable at site of work) in his/ her respect will be applicable. The contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, testing and measurement of work at his/ her own cost.

**GCC.28. Departmental Materials:**

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

**GCC.29. Force Majeure:**

- ❖ The Contractor shall not be liable to pay any liquidated damage for delay/ failure to perform the contract for reasons of force majeure such as acts of God, acts of the public enemy, acts of Governments, fire, flood, epidemics, quarantine restriction, strikes, freight embargos and provided that the contractor shall within 10 (ten) days from the beginning of such delay notify the Company in writing of the cause of delay. The Company shall verify the facts and grant such extension as found to be justified without imposing liquidated damage.



- ❖ The Department shall not be responsible or liable to pay any compensation for any interruption in your work at the site due to strike, lockout, riot, earthquake, flood, cyclone or civil commotion or any other force of accident due to any reason beyond control.
- ❖ The Department shall not be held responsible to or liable to pay for any interruption in your work at the site arising out of resistance from the local public due to any resistance towards work.

**GCC.30. Sub-letting of Contract:**

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

**GCC.31. Engineer's Decision:**

Controlling Officer's decision is final in respect of all matters.

**GCC.32. Liability of Accidents and Damage:**

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

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

**GCC.33. Completion of Work:**

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

**GCC.34. Idle Labour/Machinery:**

Whatever the reasons may be no claim for idle labour and machinery, additional establishment cost, hire and labor charges of tools & plants would not be entertained by the Company, under any circumstances.

**GCC.35. Reporting of Accident:**

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

**35.1 Serious Injuries:**

- In case of serious injuries, the following procedure shall be adopted by the contractor.
- To provide first aid at his/ her 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.

### **35.2 Fatal Accident:**

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

### **35.3 Penalty:**

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

### **GCC.36. Equipment & Machineries:**

For timely completion of the work the contractor must have to deploy all necessary equipment, tools & tackles and machineries adequate shuttering to execute the work at a time to perform all works simultaneously as per requirement of WBSEDCL.

### **GCC.37. Labour License :**

Contractor will have to obtain Labour License if required, as per contract labour (Regulation & Abolition) Act 1970.

### **GCC.38. Compliances of Laws related with employee/ labour:**

The Contractor will comply with all the statutory provisions of Labour Laws e.g. Contract Labour (regulation and Abolition) Act 1970, Payment of Wages Act, Minimum wages Act, Payment of Bonus Act, Employees' Provident Fund and Miscellaneous Provisions Act, Employees Compensation Act, Employee State Insurance Act (1948) and other applicable act in this respect of employees engaged by them.

### **GCC.39. Labour Contract:**

The Agency shall have to comply with all statutory obligations towards engagement of contract labourers for the work on his own cost and responsibility without any exception from WBSEDCL, any deviation/ non-compliance of the relevant provisions shall attract penal actions as per relevant Act. The Contractor will have to abide by the rules and regulation which are in force and will be endorsed from time to time in this matter.

This shall be mandatory on the part of the Agency to furnish the following documents for scrutiny / verification of compliances of different relevant statutory obligations of the department:

#### **a. Copy of Photo Employment Card :**

Each contract labour to be engaged by the contractor shall be issued with Employment Card from the date of commencement of the work. (As per standard format of WBSEDCL)

#### **b. Submission of P.F. Challan and Form-3A, 6A(R),12A:**

The entrusted Agency shall have to submit monthly P.F. Challan containing the details of the contract labourers along with the monthly bill and Form -3A and Form-6A(R) & Form-12A submitted to the P.F. Department containing the details of the contract labourers, deduction of P.F. subscription and deposition/paid bills of the same to the P.F. Authority along with the employer share. The amount of P.F. as per Act is to be deducted from the monthly wages ( not less than Minimum Wages as fixed for respective category of employment by appropriate authority ) of each contract labourer and shall have to be deposited to the P.F. Authority along with the equivalent amount being the employer share. ( As per Act. And rule under Employee's Provident Fund and Miscellaneous Provisions Act 1952)

#### **c. Acquaintance Roll :**

The entrusted Agency shall have to submit copy of Acquaintance Roll within stipulated time containing the names and details of the contract labourers, no. of days worked, amount of P.F. subscription deducted and wages paid and dated receipt thereof of the

same by each contract labourer along with the monthly bill. If wages paid through electronic payment mode, then NEFT/ RTGS documents of labour payment shall have to be submitted on monthly basis as documentary evidence alongwith wage sheet/ acquaintance roll.

**d. Payment of Bonus :**

The Agency shall have to pay Bonus (minimum bonus @ 8.33%) to each contract labourers as per Payment of Bonus Act 1965 and authenticated document in regard to receipt thereof is to be submitted to the department. The bonus payable to the workers as per Payment of Bonus Act 1965 by the contractor shall be calculated on monthly basis.

**e. Medical Insurance / ESI :**

The Agency will be responsible for taking necessary action to bring each Contract Labour engaged for the job under the coverage of Employees State Insurance (ESI)(1948) Act & Rules in use under it and the Agency will have to deposit necessary amount of ESI contribution (employer's and employee's contributions) for each contract labour to the ESI department. The Agency will have to obtain necessary registration from the ESI Corporation for the said job immediately after receipt of the order. If the area is not covered under ESI Scheme, then an amount equivalent to the prevailing rates from time to time i.r.o. medical insurances shall have to be deposited to any Nationalized Insurance Company while creating Insurance coverage of each labourer under Employees' Compensation Act 1923.

**f. Off-days :**

Each contract labour should be given statutory off days as per Act.

**g. Payment of Wage :**

Each contract labourer shall be paid monthly wages, not less than Basic minimum wages per month, as per approved rate time to time issued from the labour Department, Government of West Bengal as per payment of wages Act, Minimum wages Act and other applicable Act in this respect of employee/workers.

**h. P.F. Account :**

The Agency shall comply with all provisions of Employees' Provident Fund, Group Insurance and similar other statutory provisions either in force or that shall be effective hereafter during execution of the contract.

The Agency shall intimate WBSEDCL, P.F. A/C No. before it receives payment from the department (WBSEDCL) in terms of the contract.

**i. ESI Account :**

If the area is covered under ESI Scheme then the Agency shall comply with all provisions of ESI Act during execution of the contract.

The Agency shall intimate WBSEDCL, the ESI Registration No. before it receives payment from the department in terms of the contract.

**j. Payment of Labourers:**

The Agency shall release the all payment of his labourers in presence of an authorized representative of WBSEDCL (as Principal Employer) to witness & certify as per contract labour Act 1970. If payment of labourers made through electronic fund transfer then reference of IMPS/ NEFT/ RTGS/ URN/ UTBIN should be mentioned in acquaintance Roll.

All the statutory liabilities prevailing as on date or which may come in future in respect of the contractor's labourers under the scope of the work shall be borne by the contractor and

the WBSEDCL shall not take any responsibility on these accounts in any manner whatsoever.

**Note:** Any deviation of above and suppression of information towards compliances of statutory obligations shall attract penal action as per relevant statute or otherwise as would be deemed fit.

**GCC.40. Statutory Deductions:**

All statutory deductions will be made from each R/A and Final Bill as per applicability of different laws of the land.



## CHAPTER-3

### ADDITIONAL CONDITIONS OF CONTRACT

- ACC.1.** The work shall be inspected time to time by WBSEDCL representatives. The contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of the site, WBSEDCL shall have the right to reject any work not conforming to the specification without being liable for any explanation or compensation. The authorized representative of WBSEDCL shall have the free access to the work site, contractor site office and store.
- ACC.2.** During the execution of work, if any, problem arises which is not covered by the specification, the contractor shall seek necessary clarification and instruction from WBSEDCL such instruction shall be binding on the contractor and shall be observed in full.
- ACC.3.** The contractor shall make his own arrangement for all labour, construction equipment, tools and tackles and construction materials, construction water, office/ labour accommodation, water supply, sanitation etc.
- ACC.4.** Electricity for construction purpose, if supplied by WBSEDCL, the charge shall be borne by the contractor at the rate specified by the WBSEDCL. The contractor cannot claim any compensation for any failure in such supply caused due to any reason whatsoever in case of non-availability of electricity for construction purpose from WBSEDCL. The contractor will have to arrange the same at his own cost.
- ACC.5.** The contractor shall strictly follow the construction safety rules, regulations and instructions issued from time to time. In absence of any particular reference the contractor shall refer to relevant Indian Standard and also the State Government rules and regulations.
- ACC.6.** The contractor shall take all precautions during execution, especially while excavating underground works, such as cables, pipe lines, drains etc. and provide all possible protection to these works and in case any materials got damaged, rebuilt / divert them at his own cost.
- ACC.7.** All guarantees and test certificates obtained by the contractor during the execution of work shall be transferred to the WBSEDCL before issue of final payment.
- ACC.8.** The contractor shall provide all necessary storage at the site in specified areas for all materials such as timber, cement, lime and such other materials which are likely to deteriorate by the action of sun, winds, rain or other natural cause due to exposure in the open in such manner that all such materials shall be duly protected from damage by weather or any other cause. All such stores shall be cleared after completion of the work and the entire site shall be clean and free from debris. All materials shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.
- ACC.9.** The cost of testing of concrete and any other material shall be borne by the contractor.
- ACC.10.** All works are to be carried out with due regard to the convenience of the occupants of the premises or road users and with close co-ordination with other contractors who may be working in the area. All arrangements/ programmes of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accident to the occupants, users & workers. The contractor must see that all damages to any property, which in the opinion of the Controlling Officer are due to the work of the contractor, are promptly rectified as per his direction and to his satisfaction. The construction of work must be done in such a way as not to dislocate or disturb any sewerage system and existing other structures.
- ACC.11.** It must be clearly understood that WBSEDCL is indemnified by the contractor against payment of any compensation or award on account of any accident, injuries, and damages

and if any such payment has to be made by WBSEDCL under order of appropriate authorities, the same shall be recovered from the contractor.

- ACC.12.** Any services if affected by the work must be restored by the contractor on emergency basis at his own cost.
- ACC.13.** No omission or ambiguities in the drawing or in the specifications will relieve the contractor from responsibility for material or completeness of the work.
- ACC.14.** WBSEDCL's representative may during the progress of work, order for re-execution of part or whole of the work executed, found not in accordance with the approved drawings/ specifications/ instructions. No extra claims shall be entertained for re-execution or altering or such work.
- ACC.15.** All bricks have to be submerged in vats before put to use. Curing shall be done with proper care.
- ACC.16.** The contractor has to make arrangement for temporary cover to enable civil construction works to continue if interrupted due to rains during monsoon.

**Format of letter of Bid**

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

The Tender Committee

Sub: Letter of Bid for the Work

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Ref: 1. NIT No. \_\_\_\_\_ dated \_\_\_\_\_  
2. Tender ID No. \_\_\_\_\_

Dear Sir,

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

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

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

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

Dated\_\_\_\_\_

**PROFORMA FOR UNDERTAKING TO BE SUBMITTED BY THE TENDERER**  
**(To be executed on non-Judicial stamp paper of Rs. 50/-)**

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

I, \_\_\_\_\_, Partner / Legal Attorney / Accredited Representative of M/S \_\_\_\_\_, solemnly declare that:

1. I/We\* are submitting Tender for the Work \_\_\_\_\_ against Tender Notice No. \_\_\_\_\_ dated \_\_\_\_\_
2. None of the Partners of our firm is relative of employee of WBSEDCL (Name of the Company).
3. Neither I/We\* have abandoned any work pertaining to any contracts as were awarded to us previously, nor any of our contracts have been rescinded during the last 5 (five) years, for any default on our part.
4. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
5. All documents / credentials submitted along with this Tender are genuine, authentic, true and valid.
6. If any information and document submitted is found to be false / incorrect any time, department may cancel my Tender and action as deemed fit may be taken against us, including termination of the contract, forfeiture of all dues including Earnest Money and banning/ delisting of our firm and all partners of the firm etc.
7. 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 OF THE TENDERER WITH OFFICE SEAL** Dated \_\_\_\_\_  
(Duly authorized to sign the Tender on behalf of the Bidders)

Name.....

Designation.....

Name of Company.....  
(In Block Letters)

WITNESS  
Signature.....  
Date.....

Name & Address.....

.....  
.....

Telephone No.....

E-mail.....  
(\*Strike out whichever is not applicable)

**Note :-** For the purpose of executing this, the non-judicial stamp papers of appropriate value shall be purchased on behalf of Contractor / Agency.



**BID PROPOSAL**

(To be submitted on official letter head by the bidder)

Bid proposal Reference:

The Chief Engineer  
Planning, Investigation & Design Department  
West Bengal State Electricity Distribution Company Limited  
Data Centre Complex (4th Floor)  
Action Area – 1, Street No. – 41  
New Town, Rajarhat  
Kolkata – 700163

Sub: Proposal for “Recording of rainfall & gauge discharge data **for 01 + 01 (one + one) year** over Bandu nala and repairing & protection work of adjacent area of installed V–notch over Bandu nala at proposed Upper & Lower Dam location of Bandu Pumped Storage Project near Chhatni and Bhuda Village in Purulia, West Bengal”

Ref: Tender Notice No.: **PIDD/Bandu/48/NleT/23-24/04**

**Dated: 12.02.2024**

Dear Sir,

I/ We, the undersigned, having examined the tender documents issued by WBSEDCL for this bid, I/We hereby like to state that I/ We willfully accept all your conditions and submit our offer for Recording of rainfall & gauge discharge data **for 01 + 01 (one + one) year** over Bandu nala and repairing & protection work of adjacent area of installed V–notch over Bandu nala at proposed Upper & Lower Dam location of Bandu Pumped Storage Project near Chhatni and Bhuda Village in Purulia, West Bengal as per Tender no. stated above.

The “Price Bid Offer” has been furnished in Indian Rupees.

I/We are enclosing herewith the Earnest Money (Bid Security) amounting to Rs. \_\_\_\_\_ (in figures) .....(in words) in line with the Clause of the “Instruction to bidder” of the Bid Document”.

I/We confirm that our Bid shall remain valid for 180 days from the date of opening of the Price Bid.

I/We further confirm that in the event the Bid is accepted, we shall execute Contract Agreement & Indemnity Bond in accordance with Clause of the “Conditions of Contract and in the format given in Annexure –IV & Annexure –V” respectively

Until a formal Contract Agreement is executed, the Bid Document, this Bid, subsequent correspondences together with the Letter of Award of WBSEDCL shall constitute a Contract between WBSEDCL and ourselves.

I/We understand that WBSEDCL is at liberty not to accept the lowest Bid Price. We also understand that WBSEDCL is at liberty not to accept any or all Bids and WBSEDCL is at liberty to negotiate with Bidder(s) at any stage.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**Witness**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Signature and Full Name & Address)

\_\_\_\_\_  
(Signature of the Bidder)

\_\_\_\_\_  
( Full Name)

Title \_\_\_\_\_

\_\_\_\_\_  
(Affix seal here)

**Office address:**

\_\_\_\_\_  
Contact Mobile No & E-Mail ID:-

**PROFORMA OF DECLARATION OF BLACK LISTING/ HOLIDAY LISTING**

(To be submitted on official letter head by the bidder)

Ref: **Tender Notice No.: PIDD/Bandu/48/NleT/23-24/04**

**Dated: 12.02.2024**

**In the case of a Proprietary Concern:**

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s....., which is submitting the bid, nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a managing partner have been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

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

**In the case of a Partnership Firm:**

We hereby declare that neither we, M/s....., submitting the bid nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern have or has been placed on black list or holiday list declared by WBSEDCL, WBSETCL or any central/ state power utility services, except as indicated below:

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

**In the case of a Company:**

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

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

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

.....  
**SIGNATURE WITH DATE & SEAL OF THE TENDERER**

**FORM OF CONTRACT AGREEMENT**

(To be executed in non-judicial stamp paper of appropriate value)

**Recording of rainfall & gauge discharge data for 01 + 01 (one + one) year over Bandu nala and repairing & protection work of adjacent area of installed V-notch over Bandu nala at proposed Upper & Lower Dam location of Bandu Pumped Storage Project near Chhatni and Bhuda Village in Purulia, West Bengal**

THIS AGREEMENT made this day of \_\_\_\_\_ Two thousand and \_\_\_\_\_ between the West Bengal State Electricity Distribution Company Limited having its head office at Vidyut Bhavan, Sector II, Block DJ, Bidhannagar, Kolkata-700 091, India (hereinafter referred to as the 'WBSEDCL') which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns OF THE FIRST PART.

AND

M/s \_\_\_\_\_ (Name of the Contractor) an Organization doing business under the law of \_\_\_\_\_ (Nation of Contractor), with its Registered Business Office at \_\_\_\_\_ (Contractor's address) \_\_\_\_\_ (hereinafter referred to as "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 SECOND PART.

WHEREAS WBSEDCL having proposed 900 MW Bandu Pumped Storage Project over Bandu nala in the District of Purulia, West Bengal, India invited Local Competitive Bids for "Recording of rainfall & gauge discharge data for 01 + 01 (one + one) year over Bandu nala and repairing & protection work of adjacent area of installed V-notch over Bandu nala at proposed Upper & Lower Dam location of Bandu Pumped Storage Project near Chhatni and Bhuda Village in Purulia, West Bengal" at P.S. Baghmundi, Dist. Purulia , West Bengal, Pin Code : 723152.

AND WHEREAS M/s \_\_\_\_\_ (name of the Contractor) had participated in the above referred tender vide their Proposal No. \_\_\_\_\_ dated \_\_\_\_\_ and WBSEDCL have accepted the bid of the Contractor for such work and award the contract to M/s \_\_\_\_\_ (Name of the Contractor) on terms and conditions contained in its Letter of Award No \_\_\_\_\_ dated \_\_\_\_\_ and the documents referred to therein, which have been duly accepted by M/s \_\_\_\_\_ (Name of the Contractor) vide their letter no \_\_\_\_\_ dated \_\_\_\_\_ at a sum of \_\_\_\_\_ (indicate the amount both in words and figures ) hereinafter called the "Contract Price".

NOW IT IS AGREED as follows:

1.1 WBSEDCL awarded the contract to M/s \_\_\_\_\_ (Name of the Contractor) for the work of \_\_\_\_\_ (scope of work) as specified in the Bid Document entitled "Recording of rainfall & gauge discharge data for 01 (one) year over Bandu nala and repairing & protection work of adjacent area of installed V-notch over Bandu nala at proposed Upper & Lower Dam location of Bandu Pumped Storage Project near Chhatni and Bhuda Village in Purulia, West Bengal" for proposed Bandu Pumped Storage Project at P.S. Baghmundi, Dist. Purulia , West Bengal, Pin Code : 723152 on the terms and conditions contained in its Letter of Award No \_\_\_\_\_ dated \_\_\_\_\_ and the documents referred to therein which has been irrevocably accepted by M/s. \_\_\_\_\_ (Name of the Contractor) vide their letter no. \_\_\_\_\_ dated. \_\_\_\_\_.

1.2 The Contractor shall perform the said contract strictly as per the terms and conditions stipulated in the Bid Document and Letter of Award.

1.3 All the documents referred to the Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ shall form an integral part of this agreement, in so far as the same or any part thereof conform to the Bidding document and has been specifically agreed to by WBSEDCL in its Letter of Award. Any deviations taken by the Contractor in its proposal but not agreed to specifically by WBSEDCL in its Letter of Award shall be deemed to have been withdrawn by the Contractor.

1.4 The scope of contract, consideration, terms of payment, Insurance, Liquidated Damages, Performance Guarantee and all other terms and conditions are contained in WBSEDCL's Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ read in conjunction with other aforesaid contract document. The contract shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of the agreement.

1.5 It is agreed that WBSEDCL shall pay the Contractor in consideration of the provision, execution and completion of the work and the remedying of defects therein, the Contract Price and such other sum as may become payable under the provision of the contract at the time and in the manner prescribed by the contract.

1.6 The date from which this Contract Agreement is effective is the date of Letter of Award and shall remain in force till completion of the work in all respect as per terms of the Order.

1.7 Any change / alteration / modification / addition / deletion etc. of any and / or all Terms & Conditions of this Contract Agreement shall be effected only by a written instrument signed by the authorised representatives of both the parties.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Kolkata.

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL)

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF CONTRACTOR

IN PRESENCE OF (WITNESS)

IN PRESENCE OF (WITNESS)

1)

1)

2)

2)

Name & Details Address :

\_\_\_\_\_

**Note :-**

1. For the purpose of executing this Agreement, the non-judicial stamp papers of appropriate value shall be purchased on behalf of Contractor / Agency.

2. The Agreement shall be signed on all the pages by the authorized representatives of Contractor / Agency.



**PROFORMA OF INDEMNITY BOND**

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

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

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

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

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

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

case of accidental death or inquiry and such insurance has been effected by the OBLIGOR/ OBLIGORS.

5. THAT the OBLIGOR/ OBLIGORS undertakes/ undertake to indemnify and keep harmless the OBLIGEE from all claims, action, proceedings and of risk, damage, danger to any person whether belonging to/or not belonging to OBLIGOR/ OBLIGORS.

6. THAT the OBLIGOR/ OBLIGORS shall keep harmless the OBLIGEE from all claims, compensation, damages, any proceedings in respect of any of its employee/workmen under the Employee Compensation Act or any other laws for the time being in force.

7. THAT, if during the course of execution of work as stated in the letter mentioned hereinabove issued by the OBLIGEE, it is found that the OBLIGOR/ OBLIGORS has/have not complied with guidelines/ formalities within the meaning of Employees' State Insurance Act or Employee Compensation Act or any other laws relating to the Labour Welfare for the time being in force, and also has not observed the safety norms in accordance with the law to the satisfaction of the OBLIGEE, the OBLIGEE shall have the right to stop the execution of work/job and the period of such stoppage shall continue till adequate safety and other compliance mentioned hereinabove under the labour welfare legislation have been observed and such period of stoppage shall not be taken into account for the calculation of the total period of completion of work for which the OBLIGOR/ OBLIGORS is responsible to complete the work/job and it will be deemed that discontinuance was due to default of OBLIGOR/ OBLIGORS.

8. THAT, if at any time, due to exigency, the OBLIGEE i.e. the West Bengal State Electricity Distribution Company Limited (WBSEDCL) as the Principal Employer, becomes liable to pay any such compensation mentioned hereinabove, whether on failure of the OBLIGOR/ OBLIGORS or for any other reason, the OBLIGEE shall have the right to recover the said amount from any amount receivable by OBLIGOR/ OBLIGORS or any bank guarantee deposited or anything payable whether in connection with this contract or other contract by the OBLIGEE to the OBLIGOR/ OBLIGORS.

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

SIGNED AND DELIVERED

BY THE OBLIGOR/ OBLIGORS .....  
Signature : .....

WITNESS:

1) Name & Designation : .....  
Signature : .....  
2) Name & Designation : .....  
Signature : .....

Note:-

1. For the purpose of executing this Agreement, the non-judicial stamp papers of appropriate value shall be purchased on behalf of Contractor/ Agency.
2. The Agreement shall be signed on all the pages by the authorized representatives of Contractor/ Agency.

**KEY INFORMATION ABOUT THE BID****Tender Notice No.: PIDD/Bandu/48/NleT/23-24/04****Dated: 12.02.2024**

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

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**Signature of the Bidder with official Seal**
**Date** \_\_\_\_\_

**STATEMENT OF ORDERS EXECUTED DURING LAST THREE FINANCIAL YEARS**

**Tender Notice No.: PIDD/Bandu/48/NleT/23-24/04**

**Dated: 12.02.2024**

(To be filled in Bidder's Letter Head)

<b>Sl. No</b>	<b>Name of the Work Executed</b>	<b>Financial year</b>	<b>Order No. and date</b>	<b>Name of Work order issuing authority</b>	<b>Quantity ordered for Work Execution</b>	<b>Quantity of Work Executed</b>	<b>Performance report of work executed (scanned copy of certificate to be submitted)</b>	<b>Completion report (scanned copy of documents to be submitted)</b>

\_\_\_\_\_  
**Signature of the Bidder with official Seal**

**Date** \_\_\_\_\_

**STATEMENT FOR CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS**

**Tender Notice No.: PIDD/Bandu/48/NleT/23-24/04**

**Dated: 12.02.2024**

(To be filled in Bidder's Letter Head)

<b>Name of the Bidder:</b>							
<b>Sl. No.</b>	<b>Name of the Work</b>	<b>Owner Name and Contact Details</b>	<b>Date of issuance of LOI / LOA</b>	<b>Stipulated date of completion</b>	<b>Contract Value (in Rs.)</b>	<b>Value of Balance Work (in Rs.)</b>	<b>Estimated date of completion</b>
1							
2							
3							
4							
5							

\_\_\_\_\_  
**Signature of the Bidder with official Seal**

**Date** \_\_\_\_\_



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

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

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9. GST REGISTRATION NO. : .....
10. VAT Registration No. : .....
11. Service Tax Registration No. : .....

**12. PARTICULARS OF BANK ACCOUNT (One cancelled Cheque is to be enclosed)**

- i) Name of Account Holder : .....
- ii) BANK NAME : .....
- iii) BRANCH NAME & ADDRESS : .....
- iv) BANK BRANCH TELEPHONE NO. : .....
- v) ACCOUNT TYPE : .....
- vi) ACCOUNT NO :

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vii) **BANK MICR CODE:**

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viii) **BANK'S IFS CODE:**

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**13. DECLARATION OF THE PARTY:**

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

Date:

\_\_\_\_\_  
Signature of the Vendor

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

\_\_\_\_\_  
SIGNATURE OF BANK OFFICIAL WITH SEAL

**CHECK LIST**

**Tender Notice No.: PIDD/Bandu/48/NleT/23-24/04**

**Dated: 12.02.2024**

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

Sl. No.	Scanned Copy of Documents to be uploaded	Name of folder	To be submitted in cover	Submitted (Y/N)
1.	Letter of Bid ( <b>Annexure-I</b> ) Proforma for Uudertaking ( <b>Annexure-II</b> ) Bid Proposal ( <b>Annexure-III</b> ) Declaration of Black Listing/ Holiday Listing ( <b>Annexure-IV</b> )	<b>Annexure</b>	Statutory cover (Technical proposal)	
2.	Notice Inviting Tender	<b>NIT</b>	Statutory cover (Technical proposal)	
3.	Addenda / corrigenda , if published	<b>NIT</b>	Statutory cover (Technical proposal)	
4.	Key Information ( <b>Form-I</b> ) Statement of orders executed during last three year ( <b>Form-II</b> ) Statement for Current Works In Progress ( <b>Form-III</b> ) Mandate Form ( <b>Form-IV</b> ) Check List ( <b>Form-V</b> )	<b>Forms</b>	Statutory cover (Technical proposal)	
5.	Copy GST registration certificate	Certificates	Non-statutory cover (Technical proposal)	
6.	Copy of PAN card	Certificates	Non-statutory cover (Technical proposal)	
7.	Copy of Professional Tax (PT) registration certificate and Current Professional Tax (PT) submission Challan.	Certificates	Non-statutory cover (Technical proposal)	
8.	Copy of Employees' Provident Fund Registration Certificate	Certificates	Non-statutory cover (Technical proposal)	
9.	Copy of Registration certificate under company Act (if any), Trade License in respect of the prospective Bidder, Proprietorship Firm (Trade License), Partnership Firm (Partnership Deed, Trade License), Ltd Company (Incorporation certificate, Trade License), Co-operative Society (Society Registration copy, Trade License).	Certificates	Non-statutory cover (Technical proposal)	
10.	Copy of Annual audited financial report for last three years financial years (FY 2022-23, FY 2021-22 & FY 2020-21).	Financial Info	Non-statutory cover (Technical proposal)	
11.	Copies of latest Income Tax return for last three Assessment years (AY 2022-23, AY 2021-22 & AY 2020-21).	Financial Info	Non-statutory cover (Technical proposal)	
12.	Purchase Orders, work completion certificates etc. in support of completion of work against a particular contract.	Credential	Non-statutory cover (Technical proposal)	
13.	List of Orders in hand, along with Order values to be executed within one year of bid submission.	Declaration	Non-statutory cover (Technical proposal)	
14.	Bill of Quantities.	<b>BOQ</b>	Financial cover (Financial proposal)	

\_\_\_\_\_  
**Signature of the Bidder with official Seal**

Date \_\_\_\_\_