

**WBSEDCL**

# পুৰুলিয়া পাম্পড্ স্টোৱেজ প্ৰজেক্ট

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED  
(A Govt. of West Bengal Enterprise)  
PURULIA PUMPED STORAGE PROJECT SITE  
Bagmundi, Purulia-723152,

PHONE (03252)250201, E-mail [ppsp.site@wbasedcl.in](mailto:ppsp.site@wbasedcl.in)

## NOTICE INVITING e-TENDER

Tender Notice No. PPSP/S/OPH/e-Ten/26-27/NIT-33

Dated: 01.09.2026

Sealed tenders are invited by The Addl. Chief Engineer & PSIC, Purulia Pumped Storage Project ( 4 X 225 MW) WBSEDCL, Bagmundi, Purulia-723152 from bonafide eligible, resourceful and experienced contractors (having supervisor / skilled worker for this particular voltage level) having requisite credentials of works in WBSEDCL / any Power Utilities / Govt. / Semi Govt. / Govt. undertaking Organizations / Govt. Enterprises or any power utility in earlier occasions for the following works at PURULIA PUMPED STORAGE PROJECT Site, WBSEDCL at Bagmundi, Dist. Purulia, West Bengal, PIN CODE - 723152. (Submission of Bid through online only)

| Sl. No | Name of the work                                                                                                                                                                                            | Estimated Amount (including contractor % profit, Overhead & Incidental) per year (Rs.) without GST. | Earnest Money Deposit (EMD) (Rs.)                                  | Tender fee |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|------------|
| 1.     | OPERATION OF 33/11 KV SUBSTATION, MAINTENANCE OF 33 KV/ 11 KV SUB-STATION EQUIPMENT AND 33 & 11 KV STRUCTURES INSIDE 33/11 KV SUB-STATION & OPERATION AND MAINTENANCE OF 2 X 750 KVA DIESEL GENERATING SET. | Rs.2935344.00 (Rupees Twenty-Nine Lakh Thirty-Five Thousand Three Hundred Forty-Four Only).         | INR 58,710/- (Rupees Fifty-Eight Thousand Seven Hundred Ten Only). | NIL        |

- 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.
- 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').
- Eligibility criteria for participation in tender:**
  - The bidders shall have credential for successfully execution of work related to operation / maintenance/ erection of any electrical installation up to 33 KV voltage level or above in WBSEDCL / Govt. / Semi Govt. Organization or any power utility within last seven financial years having completed work value as followed: -
    - Three completed works costing not less than the amount equal to 20% of the estimated cost each.  
Or
    - Two completed works costing not less than the amount equal to 30% of the estimated cost each.  
Or
    - One completed work costing not less than the amount equal to 60% of the estimated cost.

The value of work excluding tax will be considered for evaluation.  
Value of Extension order, if any, having continuity of work of the same job may be included.
  - The bidders shall have valid Electrical Contractor's License issued by Director of Electricity (DoE), Govt. of West Bengal, authorizing him to execute electrical work up to category of 33 KV system. The bidders shall also have valid Provident Fund Registration.

- C) The bidders shall have achieved minimum average annual turnover amounting to 50% (Fifty Percent) of estimated value during last three financial years (i.e. FY 2024-25, FY 2023-24 & FY 2022-23)
- D) The bidders shall have working capital in the year, proceeding the year of bid submission shall not be less than amounting to 40% (Forty percent) of Estimated value.
- E) In case documents certifying credit facility from a scheduled Bank is submitted, the requirement given in 3D above shall be judged by adding available credit facility and working capital taken together. Banker's certificate regarding financial capability of bidder, should not be more than three (03) months old as on the last date for submission of bids. The Bidders' shall have to submit certificate as per prescribed format given in "Form – V" of the tender document, duly certified by transacting banks.
- F) Annual Audited Financial report for last 3 (three) financial years (i.e. FY 2024-25, FY 2023-24 & FY 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) for last five years.
- G) The prospective Bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility. Any bidder against whom FIR/Complaint is lodged with Police by WBSEDCL shall not be eligible to participate in the bidding process. (A declaration in this respect has to be furnished by the prospective bidders). [Non-statutory Documents]
- H) All categories of prospective Bidders shall have to submit valid copies of current Professional Tax payment certificate, E.P.F. Registration certificate, Final GST Registration certificate, E.S.I. registration certificate, PAN Card and Income Tax Return for AY 2025-26, FY 2024-25 & FY 2023-24, Trade License in respect of the prospective Bidder / Proprietorship Firm - Trade License / Partnership Firm - Partnership Deed , Trade License / Company -Incorporation certificate, Trade License / Co-operative Society -Society Registration copy, trade License.
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, mention above.
5. Bid shall remain valid for a period not less than 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                     | 04.09.2026 at 10:00 hrs |
| 2.      | Documents download start date       | 04.09.2026 at 10:00 hrs |
| 3.      | Seek Clarification Start Date       | 04.09.2026 at 11:00 hrs |
| 4.      | Seek Clarification End Date         | 06.09.2026 at 17:00 hrs |
| 5.      | Pre-Bid Meeting Date                |                         |
| 6.      | Bid submission start date           | 04.09.2026 at 11:00 hrs |
| 7.      | Bid Submission end date             | 17.09.2026 at 17:00 hrs |
| 8.      | Technical Bid opening date          | 21.09.2026 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, labour 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. Mobilization advance and secured advance will not be allowed.
13. The intending Bidders are required to quote the rate online only.
14. 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.
15. 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.
16. Canvassing in connection with the tender is strictly prohibited in the Tender submitted by the Contractor.
17. 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 either incorrect / manufactured / fabricated or false at any stage, his Tender will be out rightly rejected and legal action will be taken against him.
18. 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.
19. 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.
20. 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.
21. 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 of this tender.
22. Any further information may be had from the website: [www.wbsedcl.in](http://www.wbsedcl.in) and the following office :-

*Office of the Addl.Chief Engineer & PSIC  
Purulia Pumped Storage Project Site  
West Bengal State Electricity Distribution Company Limited,  
Bagmundi, Purulia 723143.  
E-mail ppsp.site@wbsedcl.in*

  
**Addl. Chief Engineer & PSIC  
PURULIA PUMPED STORAGE  
PROJECT SITE**

**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 the rates of items in the BOQ 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 / any Power Utilities / Govt. / Semi Govt. / Govt. undertaking Organizations / Govt. Enterprises in earlier occasions and financial capabilities to the extent of the estimated financial amount of their offer.

**ITB.6. A. Technical proposal :**

It containing following two covers -

**A-1. Statutory Cover :**

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

**(a) NIT folder** containing Downloaded and uploaded copies (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. Proforma of Bank Guarantee for Performance Bond (Annexure –V) – *For successful bidder only.*
- vi. Form of Contract Agreement (Annexure –VI) – *For successful bidder only.*
- vii. Format of Indemnity Bond (Annexure –VII) – *For successful bidder only.*
- viii. Proforma of Extension of Bank Guarantee (Annexure –VIII) – *For successful bidder only.*
- ix. List of Tools, Tackles & Instruments (Annexure- IX) duly signed by Bidder.
- x. Proforma of Bank Guarantee for Additional Performance Security Deposit (Annexure-X) – *For successful bidder only*

**(c) Forms Folder** containing –

- i. Key Information (Form-I) duly filled and signed by Bidder.
- ii. Summary statement (Form - II) of average annual turnover for a period of the last three financial years (i.e. FY 2024-25, FY 2023-24 & FY 2022-23), certified by the Auditor appointed under Companies Act, 2013. In case the bidder is not a company, certificate of Tax Auditor may be submitted.
- iii. Statement of order executed during last seven year (Form-III) duly filled and signed by Bidder.
- iv. Statement for Current Contract Commitments / Works In Progress (Form-IV) duly filled and signed by Bidder.
- v. Banker's certificate regarding financial capability of bidder as per prescribed format given in "Form – V" of the tender document, duly certified by transacting banks and it should not be more than three (03) months old as on the last date for submission of bids.
- vi. Mandate Form (Form-VI) duly filled and signed.
- vii. Check List (Form-VII) duly filled and signed by Bidder.

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

- i. Copy Final GST registration certificate and last GST return. The bidders shall have to quote their respective GSTIN of respective state / office.
- ii. Copy of PAN card.
- iii. Current Professional Tax payment certificate.
- iv. Copy of Employees' Provident Fund Registration Certificate.
- v. Copy of Valid Contractor's License issued by Director of Electricity (DoE) Govt. of West Bengal.
- vi. Copy of ESI Registration certificate (if any).
- vii. 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 / Company -Incorporation certificate, Trade License / Co-operative Society -Society Registration copy, trade Licence.
- viii. Copy of Annual audited financial report i.e., balance sheet & P/L A/C for last three years financial years (i.e., FY 2024-25, FY 2023-24 & FY 2022-23).
- ix. Copies of latest Income Tax return for last three Assessment years (i.e., AY 2023-24, 2024-25 & 2025-26).
- x. Copy of Purchase / Erection Orders, work completion certificates / Performance certificate etc. in support of completion of work against a particular contract.  
Completion Certificate indicating estimated amount, value of executed work, date of completion of the work, payment certificates and detail communicational address along with contact number of the client should be submitted by the bidder. Completion Certificate from the concerned Executive

Engineer/District Engineer/Divisional Engineer or equivalent rank and above will be treated as valid credential. (Non-statutory documents)

- xi. List of Orders in hand, along with Order values to be executed within one year of bid submission.
- xii. Copy of documents in support of Credential for successfully executed work in WBSEDCL / any Power Utilities / Govt. / Semi Govt. / Govt. undertaking Organizations / Govt. Enterprises during last 7 (seven) financial years subject to fulfilment of the eligibility criteria as requirement given in Sl. No. 3 (A) of NIT.
- xiii. Any other documents found necessary.

**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 item rate (without GST) online in the space marked for quoting rate in the BOQ 'Item Rate basis' in the space marked designated Cell for quoting rate. Quoted rate will be encrypted in the BOQ under Price Bid.
- ii) 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 as per statute.
- iii) The rates and price quoted shall cover all obligation of the bidder under the contract and all materials, labour etc. necessary for proper completion and maintenance of the work.
- iv) The Bidder shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for work and the rates and prices stated in the schedule of works.
- v) 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:**

Tenders will be opened on the pre-scheduled date and time as per N.I.T.

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. 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. 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.
- iii. 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 of Bids**

- 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 or may asked to submit short fall documents & 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 Price**” quoted by the contractor as mention in BOQ for the entire scope of work covered under this bid document also.
- 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, normally 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. Responsibility of Bidders:**

A. Purulia Pumped Storage Project (4X225MW) (PPSP) is an underground Power House situated in the District of Purulia, West Bengal. It is imperative for each bidder to acquaint himself of all local laws, conditions and factors which may have effect or bearing on the execution of works and supplies under the scope of this Tender. In their own interest, the bidders are required to familiarize themselves with the Acts and other related Acts and laws and regulations of India, with their latest amendments as applicable. WBSEDCL shall not entertain any clarifications from the bidder regarding such local conditions at PPSP Site. Bidder may visit PPSP Site on his own cost for better understanding.

B. WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interruption or deductions, the bidder may derive from the data furnished by the WBSEDCL. Verbal agreement or conversation with any officer, employee of WBSEDCL either before or after the execution of the contracts, shall not affect or modify any of the terms or obligations contained in the contract.

C. It shall be the responsibility of the bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this contract including in particular all factors that may affect the cost, duration and execution of the works. It must be understood and agreed that such factors have properly been investigated by physically visiting the site and considered while submitting the 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.

D. Claim, whatsoever during fulfilment of the scope of work pertaining to this tender and subsequent contract, including those for financial adjustment to the contract awarded under these specifications and documents will not be entertained by the WBSEDCL, unless otherwise mention in either tender or subsequent contract document. Neither any change in time schedule of contract nor any financial adjustments arising thereof shall be permitted by the WBSEDCL, which are based on the back of such clear information of its effect on the cost of the contract to the bidder.

E. The bidder is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, specifications and manning pattern in the bidding document. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.

**ITB.9. 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.10. Clarification of Bidding Document:**

A) Should there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder shall set forth in writing such discrepancies, doubt, obscurity or queries and submit the same to WBSEDCL, marked to the Addl. Chief Engineer & PSIC, Purulia Pumped Storage Project Site, Bagmundi, Purulia within the date specified for this purpose. The clarification given in the pre-bid discussion shall be final and binding on the bidder, being a part of the original Bid Documents.

**B) Pre-Bid meeting:**

- i. A Pre-Bid meeting shall be arranged by WBSEDCL in which all the bidders will be requested to be attend.  
If there be any discrepancy or obscurity in the meaning of any clauses of the bid document or if there be any query of the intending bidder, the bidder may submit their queries to the tendering authority before the specified date. The clarification given in the pre-bid discussion shall be final and binding on the bidder, being a part of the original Bid Documents.
- ii. Non attendance of the Pre-Bid discussion will not be a cause for disqualification of bidders.
- iii. Pre-Bid proceeding shall be circulated among all bidders through online.

**ITB.11. 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:

- i. Net-banking through Payment Gateway.
- ii. RTGS / NEFT Payment : On selection of RTGS / NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to 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 LOI/ 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 bid(s), EMD will be refunded from WBSEDCL authority after completion of tendering process and after receiving of the valid Performance Bond as indicated hereunder.

If the successful bidder, after award of contract, fails to submit a Performance Bond as specified in this document, the Earnest Money submitted by him will be forfeited to compensate WBSEDCL.

No interest will be paid on any Security for any reason whatsoever.

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

Successful bidder(s) shall have to mandatorily create vendor id through WBSEDCL Web Portal Vender Cornet, if not created earlier.

The Bidder shall collect D.C.R. from the respective cash section for deposition of earnest money. The earnest money shall be released on submission of original receipt duly pre-receipted along with an application.

For return of the Earnest Money of the successful bidder is to apply for the same to the Addl Chief Engineer & Project PSIC , Purulia Pumped Storage Project Site, Bagmundi, Purulia, WBSEDCL, giving the reference to the NIT No., date of tender, amount and mode of Earnest Money deposited – all in a complete manner.

**ITB.12. 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.13. 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.14. Language and Measures:**

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

**ITB.15. 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 original copies from the uploaded soft copies or if there is any suppression, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

**ITB.16. Rejection of Bid:**

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.17. Corrupt or Fraudulent Practice:**

WBSEDCL expects that bidders' /contractors observe the highest standard of ethics during the procurement and execution of such contracts. If it is found any time that the bidder/contractor recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing the contract, proposal for award of contract will be rejected and subsequently the contractor will be declared to be ineligible either indefinitely or for a stated period of time. 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.18. Award of Contract:**

The bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through Acceptance Letter / Letter of Acceptance / Letter of Award. The notification of award will constitute the formation of the contract. After acceptance of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents stated in NIT of the concerned work within time limit to be set in the letter of acceptance. The successful bidder will have to submit an Agreement, Security deposit and Indemnity Bond in prescribed format given in ANNEXURES before commencement of the work which will incorporate all agreements between the Tender Accepting Authority and the successful bidder.

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 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. Also, successful bidder(s) will have to create Vendor-ID through WBSEDCL web portal Vendor's Corner, if not created earlier.

**ITB.19. Amendment of Bidding Documents:**

- A. At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing amendments. Any such amendment shall be part of the bidding document.
- B. 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.20. Valid Contractor's License:**

The Bidder shall furnish along with the tender the Valid Contractor's License issued by the Director of Electricity, Govt. of West Bengal and authorizing him to execute electrical work upto category of 33 KV system. He will have to follow all the statutory Laws & Acts of West Bengal.

**ITB.21. Commercial Deviations:**

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

**ITB.22. 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. The Bidder must possess also a valid Labour License issued by Competent Authority. 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, engaged under this contract shall be on the contractor only and the WBSEDCL shall not take any responsibility on these accounts whatsoever.

**ITB.23. Holiday Listing and Vendor Rating:**

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

A declaration as per "Annexure-IV" of the tender document is to be submitted by the bidders.

**ITB.24. 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.**

**ITB.25. Period of Contract:**

The period of the contract to be awarded to the successful Bidder shall be for two years from the date as mentioned in the LOI / Order.

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## **CHAPTER-2**

### **GENERAL CONDITIONS OF CONTRACT**

#### **1.0 DEFINITION OF TERMS :**

Unless the context otherwise requires, the following terms whenever used in this document have the respective meaning:

- i. The 'Company'/'Employer'/'Department'/'Purchaser" shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LTD. (WBSEDCL), having its Office at Bagmundi , Purulia -723152 and shall include its successors and assigns.
- ii. The 'Engineer-in-Charge' shall mean the Engineer designated by the Company for the purpose of this contract. He will authorize the Controlling Officer and Supervising Officer for carrying out the work.
- iii. 'Company's representative' shall mean any person or persons of consulting firm appointed and remunerated by the Company to supervise, inspect the work.
- iv. The 'Contractor' shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successors and permitted assignees.
- v. 'General conditions' shall mean all the clauses of General conditions of the proposed contract stated hereinafter. The specification shall mean the specification annexed to or issued with the General Conditions and shall include the schedule and drawings attached thereto.
- vi. The term 'Services' shall mean all works to be undertaken by the contractor as laid down under the head "scope of work" or elsewhere in the specification enclosed. When the words "approved", "subject to Approval". "As directed", "Accepted", "Permitted" etc. are used, the approval, judgment, direction etc. are understood to be a function of Company.
- vii. 'Day' means a calendar day beginning and ending midnight.
- viii. 'Month'/'Calendar month' means not only the period from the first of particular month, but also any period between a date in a particular month, and the date previous to the corresponding date in subsequent month unless specifically stated otherwise.
- ix. 'Week' means seven consecutive calendar days.
- x. 'Writing' shall include any manuscript, type written, printed or other statement reproduced in any visible form.
- xi. 'Approval' shall mean the written approval of WBSEDCL and/the statutory authorities, wherever such authorities are specified or otherwise.
- xii. 'Labourer' shall mean all categories of labour engaged by the Contractor, and his piece workers for work in connection with the execution of the worked covered. All these labourers will be deemed to be employed primarily by the Contractor.

#### **2.0 NAME OF THE WORK :**

Operation of 33/11 KV Sub-Station, Maintenance of 33 KV/ 11 KV Sub-Station Equipment and 33 & 11 KV structures inside 33/11 KV Sub-Station & Operation and Maintenance of 2 x 750 KVA diesel generating set.

#### **3.0 WORKING LOCATION :**

At 33/11 KV Sub-Station at Purulia Pumped Storage Project Site, WBSEDCL, Bagmundi, Purulia, West Bengal, India, PIN-723152.

#### **4.0 PRICE :**

The quoted rate for the work / job (as mention at scope of work, chapter 3) shall be 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 price will be variable following monthly minimum wage only, as announced by Govt. of W.B. 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. 27/Stat/14/RW/24/2023/LCS/JLC Dated:22.06.2026.

The contractor will submit his claim bill after adjustment of labour rate incorporating order of Govt. of W.B. for minimum wage and order related to statutory obligations (if any/applicable) towards engagement of contract labourers for this contract. The adjusted rate 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.

Lo = Base monthly minimum wage rate for Technician / Operator (Skilled) workmen is INR 12773/- as per G.O. No. 27/Stat/14/RW/24/2023/LCS/JLC Dated:22.06.2026 of Additional Labour Commissioner, Govt. of W.B.

Lo = Base monthly minimum wage rate for Helper (Semi-skilled) workmen is INR 11611/- as per G.O. No. . 27/Stat/14/RW/24/2023/LCS/JLC Dated:22.06.2026 of Additional Labour Commissioner, Govt. of W.B.

#### CHARGE FOR ADDITIONAL MANPOWER :

Rate for providing additional manpower for execution of the jobs (whose schedule of rate are not available either in scheduled jobs of WBSEDCL for O & M works or PWD (Govt of West Bengal) schedule of rate for electrical works) shall be on hourly basis for each category of personnel separately as mentioned below-

- i) Technician / Linesman / Operator (Skilled) : Rs – 123/- (Rupees One Hundred Twenty Three only) per hour.
- ii) Helper (Semi-Skilled / Un-Skilled) : Rs – 112/- (Rupees One Hundred Twelve only) per hour.

Above per hour rate providing additional manpower for execution of the non-scheduled jobs are inclusive all and fixed for entire contract period. There is no provision for review those charge during the entire contract period or extended period of contract if granted.

The contractor will be eligible to claim profit & incidental charge only @ 10 (Ten) % on charge for providing additional manpower for the non scheduled jobs only. The above hourly rate & contractor profit for non scheduled jobs shall not be applicable for "scheduled jobs of WBSEDCL for O & M works" or "PWD (Govt of West Bengal) schedule of rate for electrical works".

If the additional manpower is used for the work, schedule of which is available either in "scheduled jobs of WBSEDCL for O & M works" or "PWD (Govt of West Bengal) schedule of rate for electrical works" then rate for providing additional manpower for execution of that scheduled jobs shall be as per latest approved rate schedule for O & M works of WBSEDCL or PWD (Govt of West Bengal) schedule of rate for electrical works whichever is applicable and as & when revised time to time. Such deployment of additional Working Personnel and / or extension of Normal Working Hours may only be done with the prior approval of the WBSEDCL's site Engineer.

All above mentioned quoted price / charge are inclusive all like wages, other allowances / applicable benefit & cost / statutory liabilities, profit, overhead, Tax & Duty, Cess and all incidental charges but excluding GST only. No extra cost except GST shall be reimbursable for this purpose. Only GST will be paid extra as applicable as per statute.

All the statutory liabilities in respect of the contractor's labourers engaged under this contract shall be on the contractor only and the WBSEDCL shall not take any responsibility on these accounts in any manner whatsoever. Contractor should make necessary provision while quoting the price.

The Contractor shall have no claim on the owner for additional payment in respect of any cost which was not approved by the WBSEDCL earlier.

#### 5.0 PERFORMANCE SECURITY :

The contractor within fifteen (15) days of award of contract shall furnish the Authority an irrevocable and unconditional Bank Guarantee from an Indian Scheduled Commercial Bank at his own cost for an amount equal to ten percent (10%) of the contract value for faithful and due fulfillment by the contractor of all obligations under the terms and conditions of the contract. Such security deposit shall be held by the WBSEDCL, as security for satisfactory performance of the contractor in compliance with the requirement stipulated in the order.

The validity of the Bank Guarantee / performance security shall be up to three (03) month from the end date of contract period, with a claim period for another six (06) months from the date of expiry of the validity and same may be extended from time to time, if required. The form and content of the aforesaid Guarantee shall be according to the Proforma enclosed herewith as (Annexure –V). The B.Gs are to be extended/revalidated by the contractor to maintain the above time schedule for any reason whatsoever. The Bank Guarantee should be executed in line with Proforma enclosed herewith as (Annexure –VIII).

The Guarantee shall provide for payment there from of any damage to WBSEDCL for failure of the contractor to meet its obligation under the contract. The Bank Guarantee shall be returned when all the obligation under the contract have been duly fulfilled.

Refund of Security deposit shall be subject to WBSEDCL's right to deduct/appropriate its dues against the contractor under this contract or any other contract.

In lieu of Bank Guarantee, the contractor at his own cost may deposit ten percent (10%) of the contract amount in the form of Crossed Bank Draft issued by an Indian Scheduled Bank drawn in favour of West Bengal State Electricity Distribution Company Limited, payable at Kolkata. Such retention amount without any interest will be released after expiry of the contract period, or submission of an acceptable Bank Guarantee.

The security deposit should be furnished to the paying officer under intimation to Addl. Chief Engineer & PSIC, Purulia Pumped Storage Project Site, WBSEDCL.

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

**Order is liable to be cancelled for non-submission of performance security in time with forfeiture of earnest money. The Security Deposit is liable to be forfeited in case of non-compliance of order or failure to complete the order.**

#### **6.0 ADDITIONAL PERFORMANCE SECURITY:**

All bids having variation over -50% to -80% of the estimated cost shall have to furnish an Additional Performance Security to the Authority at his own cost for an amount equal to twenty percent (20%) of the ordered value in the form of an irrevocable and unconditional Bank Guarantee issued by any scheduled Bank duly approved by Reserve Bank of India in this regard. Whereas all bids having variation over -20% to -50% of the estimated cost shall have to furnish an Additional Performance Security to the Authority at his own cost for an amount equal to ten percent (10%) of the ordered value in the form of an irrevocable and unconditional Bank Guarantee issued by any scheduled Bank duly approved by Reserve Bank of India in this regard. This Additional Performance Security shall have to submit within a period of 30 days from the date of issuance of the award of contract.

The validity of the Bank Guarantee for additional performance security shall be up to three (03) month from the end date of contract period, with a claim period for another six (06) months from the date of expiry of the validity and same may be extended from time to time, if required. The B.Gs are to be extended/revalidated by the contractor to maintain the above time schedule for delay in successful completion of the entire work due to any reason whatsoever.

The form and content of the aforesaid Guarantee shall be according to the Proforma enclosed herewith as "Annexure-X". The Guarantee shall provide for payment there from of any damage to WBSEDCL for failure of the contractor to meet its obligation under the contract. The Bank Guarantee shall be returned when all obligation under the contract have been duly fulfilled.

Refund of additional performance Security deposit shall be subject to WBSEDCL's right to deduct/appropriate its dues against the contractor under this contract or any other contract.

In lieu of Bank Guarantee, the contractor his own cost may deposit ten percent (10%) of the Tendered Amount at in the form of Crossed Bank Draft issued by an Indian Scheduled Bank drawn in favour of West Bengal State Electricity Distribution Company Limited, payable at Kolkata. Such additional performance Security deposited amount without any interest will be released when all obligation under the contract have been duly fulfilled, or submission of an acceptable Bank Guarantee.

The additional performance Security deposit should be furnished to the paying officer under intimation to Addl. Chief Engineer & PSIC, Pumped Storage Project Site, WBSEDCL.

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

#### **7.0 CONTRACT AGREEMENT AND INDEMNITY BOND:**

Within fifteen (15) days after Award of Contract, the successful Bidder shall execute the Contract Agreement and furnish Indemnity Bond at his own cost. The form and content of the aforesaid Agreement and Bond shall be according to the Proforma enclosed herewith as "Annexure - VI" & "Annexure - VII" of the Bid Document.

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

The Contract Agreement and Indemnity Bond should be furnished to the Controlling Officer under intimation to Addl. Chief Engineer & PSIC, Purulia Pumped Storage Project Site, WBSEDCL.

#### **8.0 TERMS OF PAYMENT:**

Subject to any deduction which the WBSEDCL may make under the contract, the contractor shall, on the certificate of the WBSEDCL's Engineer, be entitled for payment. The progressive payment will be made

once in a month against RA Bill subject to fulfillment of all the terms & conditions of the Conditions of Contract. WBSEDCL will not pay any interest and charges if any.

Payment will be made monthly through bills against submission of claim in triplicate enclosing detailed work report for the claimed month along with consumption statement of departmental materials issued to them and other necessary documents. The necessary deduction on monthly bill, if applicable, will be made as per penalty / LD Clause this Contract. All statutory deduction as per laws / act shall be made from each bill (running bill or final bill).

The monthly bill in triplicate duly signed & certified by the Supervising Officer of the job, are to be submitted to the Controlling Officer of the job within 7 (seven) days of the following month for releasing the payment.

Statutory deposit, i.e. ESI, PF, GST, Group Insurances etc will be verified with challan, detail statement, return and/or with other relevant record of previous month before disbursement of any payment of contractor claim. The entrusted Agency shall have to submit all relevant Challan containing the details of the contract labourers (including part time labourers if any) of the agency, engaged in this job / work, and both should be match.

Along with all monthly bills the contractor shall have to submit duly filled and signed Mandate Form for RTGS/NEFT Payments (according to the Proforma enclosed herewith) and all report as per terms & conditions of this contract before it receives payment from the department in terms of the contract.

Any delay in submission of any necessary document beyond the stipulated period of time on the contractor part will only make accountable for any related consequences.

#### **9.0 CONTROLLING OFFICER :**

The Addl CE & Project Site-in-charge, Purulia Pumped Storage Project Site, WBSEDCL, Bagmundi, Purulia, West Bengal, India, PIN-723 152 or his Authorize representative.

Contact Detail : ACE & PSIC, PPSP Site, WBSEDCL, Bagmundi, Purulia, West Bengal, India, PIN-723 152.

e-mail : [ppsp.site@wbasedcl.com](mailto:ppsp.site@wbasedcl.com).

#### **10.0 SUPERVISING OFFICER :**

The Engineer-in-Charge of OPH section of PPSP Site, WBSEDCL, Bagmundi, Purulia, West Bengal, India, PIN-723 152 or his authorised representative.

#### **11.0 PAYING AUTHORITY :**

The D.D.O., PPSP Site, WBSEDCL, Bagmundi, Purulia, West Bengal, Pin – 723152.

#### **12.0 CONTRACT PERIOD :**

The period of the contract to be awarded to the successful Bidder shall be for two years from the date as mentioned in the LOI / Order.

#### **13.0 LIQUIDATED DAMAGE FOR LATE EXECUTION OF WORKS :**

If the contractor fails in the due performance of the contract within the time fixed by the contract or any extension thereof, he shall be liable at the discretion of the WBSEDCL to payment of liquidated damage at the rate of 0.143% of the contract price per day of delay or part thereof subject to a maximum of ten percent (10%) of the contract price. This L.D may be deducted from any RA bill. If the contractor fails to execute the contract within a reasonable period after the expiry of the appointed time or extended time as may be provided for in the contract, the provision in clause "Negligence" shall become operative.

If the contractor fails to execute the any work / job as mentioned in Bid Document within a reasonable time period or if unnecessary delay in execution of any work / job were notice by The Controlling Officer or his authorized representative a penalty may be imposed by the WBSEDCL's Engineer on contractor on proportionate basis and his decision in this respect shall be final and binding to the contractor.

The above provision shall not however apply if the delay is due to the cause beyond the control of the contractor such as foreign invasion, acts of Government, natural calamities etc.

#### **14.0 NEGLIGENCE :**

If the contractor neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable orders given to him in writing by the WBSEDCL's Engineer in connection with the work, or contravenes the provisions of the contract, in such case the WBSEDCL shall have and be at liberty to take the work wholly or part, out of the contractor's hand and carry on the work envisaged in the contract either by himself or by any other agency. In such case the WBSEDCL shall be entitled to

realize the additional cost incurred by him from the contractor either from any balance sum which may be then due on the contract to the contractor or otherwise including forfeiture of the Performance Security.

#### **15.0 DEDUCTION ON ACCOUNT OF DEFICIENCY IN SERVICE AND NON-AVAILABILITY OF REQUIRED MANPOWER :**

The contractor shall have to employ the manpower as per terms & condition of the order. The contractor shall have to make substitute arrangement in case any of the scheduled workmen fails to report for duty. If the contractor either failed to provide substitute arrangement or fails to provide satisfactory services as per specification of the contract due to paucity of man or incompetency or irregularity or negligence or any other reasons, then, necessary proportionate amount equivalent to the no. of man day or part thereof (Rate of man day will be determined on the basis of their respective category and rate of wages as shown in the entrusted contractor monthly acquaintance for labour payments) will be deducted made for the respective bill as per discretion of the Controlling Officer and decision of WBSEDCL in this respect shall be final and binding to the contractor.

#### **16.0 TAXES & DUTIES :**

All type of Taxes, duties, Levies, Charges and Surcharges except GST prevailing on date or which may come in future shall be borne by the Contractor and no claim on this behalf will be entertained by the WBSEDCL. Contractor should make necessary provision while quoting the price including all but excluding GST. GST as applicable shall be paid extra as per statute.

The contractor shall be solely responsible for the taxes that may be levied on the contractor's persons or on earnings of any office employee and shall hold the purchaser indemnified and harmless against any claims that may be made against the purchaser. The WBSEDCL does not take any responsibility what-so-ever regarding taxes under Indian Income Tax Act, for the contractor or his personnel. If it is obligatory under the provisions of Indian Income Tax Act, deduction of Income Tax at source shall be made by the purchaser/service receiver.

The contractor shall have to obtain and pay for all permits, licenses, or other privileges / obligation necessary to complete the work. The copy of the certificates shall have to be delivered to the Controlling Officer in due time.

Copy of GST challan of the previous month to be submitted in the next month by the Contractor. If there are number of cases of payment of GST, then details statement to be annexed to verify the deposition of respective GST component of the previous month.

The contractor shall have to submit your declaration to the Paying Authority regarding applicability or non-applicability of section 206AB & 206CCA.

Statutory deductions like TDS, cess, etc will be applicable as per norms.

#### **17.0 SUBLETTING THE CONTRACT :**

The contractor shall not be allowed to sublet any part of the contract.

#### **18.0 EXTRA WORK :**

When asked in writing by the PPSP/WBSEDCL's Engineer, the contractor shall perform extra work and supply extra material which is not included in this contract. The payment / reimbursement for such extra work or extra material shall be done by the WBSEDCL with monthly RA bill against submission of proper GST voucher/bill.

Rate for providing additional manpower for execution of non-scheduled jobs (whose schedule of rate are not available either in scheduled jobs of WBSEDCL for O & M works or PWD (Govt of West Bengal) schedule of rate for electrical works) shall be on hourly basis for each category of personnel separately as mentioned in Condition of contract. But Rate for providing additional manpower for execution of work, schedule of which is available either in "scheduled jobs of WBSEDCL for O & M works" or "PWD (Govt of West Bengal) schedule of rate for electrical works" then rate for providing additional manpower for execution of that scheduled jobs shall be as per latest approved rate schedule for O & M works of WBSEDCL or PWD (Govt of West Bengal) schedule of rate for electrical works whichever is applicable and as & when revised time to.

#### **19.0 ACCOMMODATION AND ELECTRICITY :**

The contractor shall arrange for accommodation and electricity for his own personnel engaged for the operation & maintenance and other relevant works at his own cost for attending normal and emergency Operation and Maintenance activities, including preventive and breakdown maintenance of machine / equipment. Departmental quarter, if available, may be allotted to the contractor against WBSEDCL's

standard rate. The Contractor will have to pay necessary electricity charges and quarter rent per month, provided by the WBSEDCL against written requisition of the Contractor.

## **20.0 TRANSPORTATION :**

The contractor shall arrange for transportation for his own personnel engaged for the operation & maintenance and other relevant works and for transportation of WBSEDCL materials, tools & tackles, ladders etc required to execute the work for timely execution of the contract at his own cost, no cost of the same shall be reimbursable by the WBSEDCL. Contractor should make necessary provision while quoting the price.

## **21.0 WORKMEN HAVING VALID LICENCE :**

The contractor shall provide all Workmen (skilled, semiskilled & unskilled) required for execution of the contract. The Skilled and Semiskilled Personnel shall have the requisite workmen's permit from the Directorate of Electricity, Govt. of West Bengal. The requisite workmen's permit from the Directorate of Electricity, Govt. of West Bengal and detailed bio-data of the personnel to be deployed for this work shall have to be submitted to the WBSEDCL's Engineer for obtaining prior approval.

Individual Attendance Card is to be maintained for all of these working personnel. In that attendance card, attendance is to be recorded and countersigned by the supervisor and this should be authenticated by concerned Engineer which are to be enclosed during billing.

The deployed personnel will report daily to the concerned Engineer, WBSEDCL, PPSP Site for registering their daily attendance, for submission of their day to day survey and assessment report and also for performing preventive / breakdown maintenance jobs as per programmed chalked out by the WBSEDCL's Engineer or his authorized representative.

Licence, granted by the Govt. of W.B. as per contract labour (R & A) Act 1970, has to be obtained in time.

## **22.0 COMPLIANCE OF LABOUR LAWS :**

The Contractor shall have to comply all statutory Labor Laws to protect the laborers engaged by them. In this connection the contractor will be required to execute an Indemnity Bond (as per specimen enclosed as Annexure - VII) after placement of Order.

## **23.0 STATUTORY OBLIGATION RELATING TO CONTRACT LABOUR TO BE COMPLIED WITH DURING THE PENDENCY OF THE CONTRACT:**

The Agency shall have to comply with all statutory obligations towards engagement of contract labourers for the work and 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.

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

### **(a) Employees' Identification:**

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

### **(b) Labour License:**

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

On receipt of LOA from WBSEDCL, the Contractor shall have to obtain Labour License (if applicable) from the Labour Department on issuance of Form-V from concerned wing of WBSEDCL. The Contractor shall have to apply to the controlling officer of this contract all in a complete manner for issuance of Form-V.

### **(c) Work Permit :**

Before undertaking the work, the entrusted Contractor shall have to obtain Work Permit from the department to be issued by an official not below the rank of Assistant Engineer containing the list of the contract labourers to be engaged for the work having requisite license / authorization to do such work. The Work Permit shall also contain certification regarding compliances of requisite safety precautions in regard to the work.

The entrusted Contractor in the event of engagement of technical personnel shall have to submit the valid / authenticated Work Permit / License of the technical personnel for engagement in such type of work.

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

Necessary formalities for maintaining Provident Fund related to engagement of labour for execution of the work shall have to be maintained by the entrusted Contractor. The Company (WBSEDCL) will not take any responsibility for any payment or any liability not complied by the agency on account of labour.

The entrusted Contractor shall have to submit monthly P.F. Challan containing the details of the contract labourers along with the monthly RA 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 ) of each contract labourer and shall have to be deposited to the P.F. Authority along with the equivalent amount being the employer share.

(e) Acquaintance Roll:

The entrusted Contractor shall have to submit copy of Acquaintance Roll (as per standard format of WBSEDCL) 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.

(f) Payment of Bonus :

The Contractor shall have to pay Bonus (minimum bonus @ 8.33%) to each contract labourers as per Payment of Bonus Act 1965 & its applicable amendments thereof only as per the prevailing / current Circular or Order of WBSEDCL 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.

(g) Medical Insurance / ESI :

The entrusted Contractor shall comply with all the provisions of The ESIC Act 1948 and ESIC (General) Regulations 1950. The Contractor will be responsible for taking necessary action to bring each Contract Labour engaged for the job under the coverage of Employees State Insurance (ESI) Scheme and the Agency will have to deposit necessary amount of ESI contribution for each contract labour to the ESI department. The Contractor 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 a suitable amount is to be deposited to any Nationalized Insurance Company as Insurance coverage of each labourer under Employees' Compensation Act 1923.

(h) Off-days:

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

(i) Payment of Basic Wage:

The Contractor shall have to ensure the payment of basic wages to all the labourers /employees engaged for the contract. The basic wage must not be less than the rate of minimum wages as published by Labour Department, Govt. of West Bengal. The Contractor shall maintain the wage register.

The Contractor shall have to release the payment of wages within seven days of next month in presence of an authorized representative of WBSEDCL to witness and certify subsequently at the time of submission of monthly bill.

The agency shall abide by the provisions made in the Contract Labour (R&A) Act, 1970 with the latest amendments thereon. Minimum wages shall be enhanced from time to time, as per Notification of Joint Labour Commissioner, Govt. of West Bengal. This enhanced rate of minimum wages has to be paid by the agency to their contract labors.

(j) P.F. Account:

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

(k) ESI Account:

If the area is covered under ESI Scheme then the Contractor 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.

(l) Payment of Wages :

The Contractor shall release the all payment of his labourers in presence of an authorized representative of WBSEDCL (as principal employer) to witness as per contract labour Act. If payment of labourers made through electronic fund transfer then reference of IMPS/NEFT/RTGS/URN/UTBIN should be mention in acquaintance Roll.

(m) Mandatory Submission Of Documents:-

- i) Labour license (issued by Labour Department), if applicable (ONCE)
- ii) Photo employment card in duplicate (issued by the contractor) (ONCE)
- iii) Monthly Wage Sheet or Bank Credit Statement /Acquaintance Roll (issued by the agency as per prescribed format containing dated receipt of each labour, paid within 7th of every month)
- iv) ESIC Registration Certificate (ONCE)
- v) PF/ ESI Challan along with copy of ECR (in commensurate with monthly minimum wages & paid within 15th of every month).
- vi) Monthly attendance sheet.
- vii) Payment of bonus with dated receipt thereof.
- viii) Other statutory papers and documents as & when required as per Minimum wages Act, Contract Labour (R&A) Act, Payment of Bonus Act, EPF & MP Act, and Payment of wage Act.

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.

**24.0 ALLOWANCE PAYMENT :**

The contractor shall have to pay the following allowance to all contract labour engaged under this contract in addition of Basic wages and other applicable benefits as fixed by the Govt. of W.B. -

- a) House Rent Allowance @ 10 % of Basic Minimum wages (Monthly).
- b) Special Allowance @ 5.0 % of Basic Minimum wages (Monthly) for skilled & semi-skilled worker only.

Contractor should make necessary provision while quoting the price.

Payment of salary of all workers working under this contract will be variable in nature depending upon the basic minimum wages and attendance, worker will not get any payment for absent except weekly off day or holiday.

**25.0 SAFETY MEASURES :**

- a) All the safety rules and codes, COVID protocol as notified by Government and as applicable to the work shall be followed by the contractor without any exception from WBSEDCL. In absence of any particular reference the Contractor shall refer to the Indian Standard and also the State Government rules and regulations.
- b) All personal protective equipment (PPE) like safety belts, hand gloves, helmets, torch, gumboot, safety shoes, ladders etc. of requisite standard and quality shall be provided by the contractor for his personnel at his own cost and shall be the property of the contractor. No cost of the same shall be reimbursable by the WBSEDCL.
- c) Shutdown if necessary would be taken by contractor authorized personal from the authorized personal of WBSEDCL with an approval from the controlling Officer / Supervisory Officer.

**26.0 SAFETY RULES :**

The Contractor shall also provide necessary fencing and lights to protect the public from accident. Fire extinguishers shall be kept by the Contractor at the site of works where there is risk of fire hazard. Adequate washing facilities shall be provided near the place of work.

When the work is done near any place where there is risk of drowning, all necessary equipments shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in

danger and adequate provisions shall be made for prompt first aid treatment of all injuries likely to be sustained during the course of work. These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot.

The persons responsible for compliance of code shall be named by the Contractor. To ensure effective enforcement of the rules & regulations relating to safety precautions, the arrangement made by the Contractor shall be open to inspection by the employer and WBSEDCL. Notwithstanding the above clauses there is nothing in those to exempt the bidder from the operations of any other Act or Rule in force in the Republic of India.

All storage, handling & use of flammable liquids shall be under the supervisions of qualified persons. First aid arrangements with the degree of hazard and numbers of workers employed shall be maintained in a readily accessible place throughout the whole of working hours.

*Penalty:* Failure to observe the Safety Rules will make the contractor liable to plenty by way of suspension of work and termination of contract. Adequate arrangement for proper lighting & guarding shall be made at the work site.

## **27.0 TOOLS AND TACKLES :**

All tools, tackles including ladders (capable of maintenance of switchyard light, wiring), drill machines and testing equipments required for the execution of the work shall be provided in good order and condition by the contractor without any exception from WBSEDCL and shall be the property of the contractor. List of all tools & tackles and testing equipment for performing the total job shall have to be submitted and if in the opinion of the WBSEDCL's Engineer the submitted list of tools, tackle & equipment appears to be insufficient, the contractor shall be bound to bring the balance of these materials identified by the Supervising Officer / Engineer-in-Charge at his own arrangement and cost and shall be the property of the contractor, no cost of the same shall be reimbursable by the WBSEDCL.

## **28.0 LIABILITY FOR ACCIDENT AND DAMAGES :**

Te Agency shall ensure for payment of employees' compensation as per Employees' Compensation Act 1923.

In respect of any damage or compensation payable as per workmen compensation act in consequence of any accident or injury sustained by any of workmen in contractor's employment will be contractor liability. WBSEDCL will no way be held responsible / liable for any accident, mishap occurred to any personnel of the Agency/ outsider during execution of the work. Any loss / damage caused to any equipment of WBSEDCL during execution of the work will have to be compensated by the contractor to the entire satisfaction of the Controlling Officer of the work. For this the contractor shall arrange Insurance policy of suitable amount to cover the maximum compensation for his workmen engaged for the work under the contract to ensure payment of compensation to the victim or his/her legal heirs in case of an accident. This insurance must cover the entire period of contract.

All premiums for the purpose shall be paid by the contractor and shall be on his account. WBSEDCL will not be held responsible for that.

The Contractor shall be responsible for the loss, damage or depreciation of the Company's materials while in their custody and until the same was 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 negligence of the Contractor or his workman or for defective workmanship etc.

It must be clearly understood that, WBSEDCL is indemnified by the contractor against the 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.

## **29.0 WORKMEN'S COMPENSATION FOR ACCIDENT OR INJURY TO ANY WORKMEN :**

The WBSEDCL shall not be liable for damage or compensation payable as per provision of law in respect of 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, proceedings costs, charges and expenses whatsoever in respect thereof or in relation thereto. Insurance policy covering provision for workmen's compensation for all the workmen to be engaged by the contractor is to be made by him.

## **30.0 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 "Injure on Work" form as per appropriate Proforma, duly filled in quintuplicate and submit to the Medical Officer of the First Aid Station.

*Serious Injuries:* In case of serious injuries, the following procedure shall be adopted by the contractor.

- Provide first aid at his own First Aid Station.

- Taking the injured person to the hospital along with the "Injured on Work" form duly filled in.
- Conveying the report the accident to WBSEDCL.

*Fatal Accident:* Fatal accident must be reported immediately to WBSEDCL as well as to Police.

### **31.0 CARE OF WORKS :**

From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all temporary works and in case of any damage, loss, or injury to works or to any part thereof or to any temporary works due to any cause whatsoever shall at his own cost repair and make good the same, so that at completion the works 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 adjoining or other properties or to any persons. However even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.

### **32.0 BREAKDOWN ATTENDANCE / FAULT REPAIRING :**

The Contractor shall take all necessary steps to ensure prompt action to clear the fault and restore the power on emergency basis. Any undue delay to attend / clear the fault (more than four hours) will be adjudged separately by the WBSEDCL's Engineer and his assessment and verdict (regarding imposition of penalty / liquidated damage etc.) under this circumstances will be taken as final and binding to the contractor.

### **33.0 SUBMISSION OF REPORT :**

The contractor shall have to submit all monthly report like Interruption report, Battery report mentioning voltage and specific gravity, Break down report, Outage report (Forced and Planned), Spare break down report, Spare requirement report, material consumption report etc. positively within 3rd working day of the following month in the prescribed format (as provided by the supervising officer of this contract) to the Controlling Officer duly signed by the Site-in-Charge of the Agency. The contractor shall have to submit all report as per terms & conditions of this contract before it receives payment from the department in terms of the contract.

### **34.0 DUTY ROSTER, ABSENTEE STATEMENT AND ACQUAINTANCE ROLL:**

Along with the monthly bill the contractor shall have to submit the copy (duly signed by the authorized representative or supervisor of the entrusted agency) of duty roster, absentee statement containing the names of labourers, details of shift, off day, placement of reliever etc and acquaintance roll containing the desire details of each labourers (including part time labourers if any) of the contractor, engaged in this job / work.

### **35.0 NORMAL WORKING HOURS :**

The normal working hours of the working personnel for the execution of the work under the contract shall be as under :

Operation of PPSP 33 / 11 kV Sub-station equipment, Preventive & Breakdown maintenance of PPSP 33 / 11 KV Sub- Station Equipment and 2 x 750 KVA, 11 KV Diesel Generator Sets :

On three (3) shifts per day and Off day / General shift basis (as per Duty roster): 1st. (Morning) shift from 6.00 Hrs. to 14.00 Hrs., 2nd. (Evening) shift from 14.00 Hrs. to 22.00 Hrs. and 3rd. (Night) shift from 22.00 Hrs. to 6.00 Hrs (next day). General Shift from 8.00 Hrs. to 17.00 Hrs with 1 (one) hour recess.

The contractor shall have to submit the signed duty roster of each worker containing the names of labourers, details / duration of each shift, off day, placement of reliever etc to the supervising officer on last day of previous month, without fail. Duty roster will be fixed in line with the contractual labour act and after obtaining prior permission of the supervising officer and signed by the authorized representative of entrusted contractor only. One copy of this roster will be displayed in control room and second copy is to be submitted to supervising officer or his authorized representatives. However, duty hours may be change as per discretion of the Controlling officer.

The service of the contractor may be required at odd hours of the day, i.e. other than normal working hours and that shall have to be attended to by the contractor whenever such intimation is received for the interest of the Project. The contractor is entitled to get extra payment for such deployment in odd hours at the rate mentioned under CONDITION OF CONTRACT but such attendance of the contractor during emergency is MANDATORY. Such deployment of additional Working Personnel and / or extension of Normal Working Hours may only be done with the prior approval of the WBSEDCL's site Engineer.

The WBSEDCL's Engineer decision in this respect shall be final and binding to the contractor.

### **36.0 ISSUANCE OF MATERIALS AND QUALITY OF MATERIALS, WORKMANSHIP :**

The WBSEDCL will issue to the contractor all the materials required for execution of the works as per the terms of the contract at free of cost against written requisition by the Contractor and unused / unutilized material shall have to be return in good condition by the contractor at the end of this contract. Transportation of material to site is to be arranged by the contractor at his own cost / arrangement. For clamp and other fabrication work of iron materials required for work, material will be provided to the contractor at free of cost but contractor is to do fabrication / clamping work as per requirement, reimbursement will be done as per WBSEDCL approved rate contract / PWD schedule ( GoWB). Storage in good condition and keeping record of such materials under the custody of the contractor shall be the contractor responsibility until these are consumed in the works. During submission of bill, a copy of such record / consumption statement duly signed by supervisor of agency is to be submitted for processing of bill.

All the works shall be executed with the materials as specified & approved standards and with best workmanship and / or in the best manner to the satisfaction of the Controlling Officer / Supervisory Officer. The work should conform to WBSEDCL's general conditions of contract, standard specifications, and approved drawings of WBSEDCL satisfying relevant provisions of I.E. rules.

However for tit-bit maintenance, materials (like screws, nuts & bolts, nails etc) required will be supplied by the contractor with prior permission of the controlling officer and which will be reimbursable from the WBSEDCL against submission of proper GST voucher/bill along with monthly bill. The WBSEDCL will have right to test any material(s) at any moment, if found necessary. In that case the contractor will be liable to take appropriate actions, which include the cost of testing and other incidentals. Authenticated document for confirmation of quality of material, purchased by the contractor, shall have to be submitted on demand by the Controlling Officer / Supervisory Officer.

The Contractor shall be entirely responsible for all the materials issued for the works and the executed portion of work till it is officially taken over by the WBSEDCL.

### **37.0 SCRAP / SALVAGED MATERIALS :**

The Contractor shall return to the WBSEDCL Stores all the scrap / salvaged materials returned from site after attending repairing / rectification / replacement works. The contractor shall maintain a register with date-wise entry for such return in full details which shall be produced to the WBSEDCL's Engineer for his signature after verification. Photocopy of said register, duly attested by supervisor, is to be submitted along with the monthly bill.

### **38.0 MANNING PATTERN :**

The manning pattern for different jobs of the contract shall be as under:

A) For daily operation and cleaning, dwindling of PPSP 33/11 kV Sub - Station equipment :

Three Shifts and Off day/General Shift : ( Morning, Evening, Night and Off Day/General Shift )

i) Technician / Operator (Skilled) : One (1) per shift X 4 Groups

ii) Helper (Semi-skilled) : One (1) per shift X 4 Groups

B) For Preventive & Breakdown maintenance of PPSP 33 / 11 kV Sub - Station equipment and 2 x 750 KVA, 11 KV Diesel Generator Sets :

Technician (Skilled) : Three (3) nos + One (1) no (1 no for leave reserve)

Duty roster for all working group / workmen will be fixed after obtaining prior permission of the supervising officer and signed by the authorized representative of entrusted agency.

Substitute manning during absence of any personnel deployed for the work: -

If situation demands the contractor will engage working personnel from other shift to vacant shift in addition to his normal shift duty or extend the working hours of working personnel beyond normal working hours as stipulated above or engage other working personnel to maintain manning pattern as per instruction of the Controlling Officer. The Contractor shall have to comply with all statutory obligations towards engagement of contract labourers in this regard. However, no payment shall be made against any unauthorized absence of working personnel.

### **39.0 EMPLOYEES' PROVIDENT FUND REGISTRATION AND OTHER STATUTORY OBLIGATIONS:**

The contractor 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 Bidder must possess also a valid Labour License issued by Competent Authority. 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 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 whatsoever.

#### **40.0 RULES AND REGULATIONS**

The Contractor shall abide provisions of the following acts & laws strictly:

- a) Employees' Provident Fund and Miscellaneous Provisions Act, 1952
- b) Employees State Insurance Act, 1948 or appropriate medical facilities should be strictly adhered to wherever such Acts become applicable.
- c) Minimum wages to the workers will be paid according to the rates notified and/or revised by the State Government from time to time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made.
- d) Workmen's Compensation Act 1923.
- e) Contract Labour Regulation and Abolition Act 1970.

#### **41.0 CONTROLLING OFFICER'S DECISION :**

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

#### **42.0 SETTLEMENT OF DISPUTES / LEGAL JURISDICTION :**

If any dispute or difference arises with respect to quality/quantity of the equipment/materials/ work pertaining to this order or concerning question of act arising under the contract or any other terms and conditions of the order including its execution, such dispute/difference shall be decided by the Owner / Company on receipt of written appeal by the Contractor. Any dispute or differences arising out in connection with this contract shall to the extent possible be settled amicably and where settlement cannot be reached then such disputes shall be subjected to settlement under the jurisdiction of Courts in Kolkata only.

The contract shall be construed according to acts/laws in force in India.

#### **43.0 CANCELLATION / TERMINATION OF THE CONTRACT:**

In the occasion when the Agency discontinues the work within the contractual period / fails to start the work, then WBSEDCL reserves the right to get the work done by any other Agency and to realize the cost of the said work from the pending bill of the contractor, if any, lying with WBSEDCL. The Contract may be cancelled / terminated at any point of time during the contractual period by WBSEDCL without assigning any reasons whatsoever by serving 7 (seven) days' notice of termination for unsatisfactory performance of the contractor as may be observed by the Controlling Officer. If the contractor discontinues the work within the contractual period / fails to start the work or the Contract cancelled / terminated due to unsatisfactory performance of the contractor on submission of necessary notice in this regard then, fresh order may be placed on the next higher bidder or on any other bidder, as a result of which the extra cost thus liable to be incurred shall be realised from the contractor pending bills / claim/ Bank Guarantee which may be lying with the WBSEDCL.

#### **44.0 REMOVAL OF PERSONS EMPLOYED AT SITE :**

The Controlling Officer shall be at liberty to ask the contractor to immediately dismiss from work any person, employed by the contractor in the execution of the works, who in the opinion of the Controlling Officer be misconducts himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the permission of the Controlling officer. Such discharge shall not be the basis of any claim for compensation or damages against the Controlling Officer or any other Officer or Employee. The contractor shall take necessary steps as per the law in such situations.

#### **45.0 PROTECTION OF WORKS :**

The Contractor shall in connection with the works provide and maintain at his own cost all lights guards, fencing and watching when and where necessary or required by the WBSEDCL or by any

competent authority or statutory or other authority for the protection of the works or for the safety and convenience of the public or others.

**46.0 FACILITIES FOR OTHER CONTRACTORS:**

The Contractor shall afford all reasonable facilities for any other contractor employed by the company in execution on or near the site of any work not included in the contract.

**47.0 CLEARING SITE ON COMPLETION :**

On completion of the works the contractor shall clear away and remove from the site all constructional plant, surplus materials rubbish, and temporary works of every kind and leave the whole of the site and works clean and in a good and tidy condition to the satisfaction of Supervisory Officer.

**48.0 ADDITIONAL LIABILITIES :**

The WBSEDCL shall not take any additional liability towards enhanced taxes, duties and price variation beyond the scheduled delivery / work completion period as incorporated in the purchase order/ work order, if the delay is due to any failure on the part of the supplier/ service provider.

**49.0 RISK & PURCHASE CLAUSE :**

The time of completion stipulated in the contract shall be deemed to be of the essence of the contract and if the contractor fails to deliver / complete the work any consignment within the period prescribed for such delivery / completion schedule in the said purchase order/work order, the Company / WBSEDCL shall be entitled to purchase / work such consignment or if not available, the best and nearest available substitute elsewhere on the account and at the risk of the contractor or to cancel the contract and the contractor shall be liable to compensate for any loss or damage which the Company / WBSEDCL may sustain by reason of such failure on the part of the contractor. The Company at its discretion may not issue subsequent tender if earlier Purchase Order / work order against earlier tender is not executed fully.

If there is a failure to execute the contract fully, WBSEDCL reserves the right to invoke Bank Guarantee/forfeit Earnest Money deposit/cash security to the extent of loss so suffered by the WBSEDCL on risk purchase or otherwise, and may deduct the additional amount, if any, so incurred by the Company from other claim / bill / Bank Guarantee of the contractor lying with the WBSEDCL.

On cancelation of the contract in full or in part, the WBSEDCL shall determine what amount, if any, is recoverable from the contractor for completion of the work or part of the work or in case the work or part of the work is not to be completed, the loss or damages suffered by WBSEDCL. In determining the amount, credit shall be given to the contractor for the value of the work executed by him up to the time of cancelation, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor.

Any excess expenditure incurred or to be incurred by WBSEDCL in completing the work or part of the work or the excess loss or damages suffered or may be suffered by WBSEDCL as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to WBSEDCL in law be recovered from any moneys due to contractor on any account, and if such moneys are not sufficient, contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

**50.0 FORCE MAJEURE :**

The contractor shall be under no liability if he is prevented from carrying out any of his obligations by reason of war, invasion, act of foreign country, hostilities (whether war declared or not), riots, civil commotion, mutiny, insurrection, rebellion, revolution, accident, earthquake, fires, floods Govt. order and/or restrictions (except power supply restriction) delay or inability to obtain materials due to import or other statutory restriction and other cause beyond the reasonable control of the contractor. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents/proofs to the entire satisfaction of the WBSEDCL. The Company shall verify the facts and grant such extension as found to be justified without imposing liquidated damage.

**51.0 HOLIDAY LISTING :**

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

**52.0 OTHER :**

The authority will have the right to enforce any other rules/regulations in addition of the above.

**CHAPTER – 3**  
**SCOPE OF WORK**

**1.0 OPERATION OF 33/11 KV SUBSTATION, MAINTENANCE OF 33 KV/ 11 KV SUB-STATION EQUIPMENT AND 33 & 11 KV STRUCTURES INSIDE 33/11 KV SUB-STATION & OPERATION AND MAINTENANCE OF 2 X 750 KVA DIESEL GENERATING SET :**

The work involves round the clock operation of the electrical installations in the PPSP 33 / 11 kV Sub – Station including DG (as per instruction of WBSEDCL Engineers) etc. Preventive as well as breakdown maintenance of the electrical installations in the PPSP 33 / 11 kV Sub – Station including DG etc. The nature of works to be undertaken by the contractor has been outlined herein below which is indicative and not exhaustive.

**A) OPERATION :**

- i) Round the clock operation of 33/11 kV Installations including maintaining & recording of hourly Log Sheets, interruption report, Diesel Generator Sets operational report and other report as advice by supervising officers / PPSP site engineers. Communication with the officials of PPSP as and when required.
- ii) Emergency operation of 750 KVA Diesel Generator Sets during failure of grid supply.
- iii) Daily / Periodically Cleaning, pruning/ cleaning of bushes, De-weeding of switchyard, control room, equipment and other area of substation as per requirement of the operational personnel and supervising officers as well.

**B) MAINTENANCE :**

- i) Day to day routine checkup of equipment, data recording in register as target fixed by PPSP Engineer / Supervising officer. Preparation of all monthly report like Interruption report, Battery report mentioning voltage and specific gravity, Break down report, Outage report (Forced and Planned), Spare break down report, Spare requirement report etc or any other report as advice by PPSP Engineer / Supervising officer.
  - ii) Necessary assistance for testing personnel in their work.
  - iii) Preventive and breakdown maintenance , tit-bit maintenance and replacement of electrical installations viz. Switchgears, Circuit Breakers, Isolators, Current Transformers, Potential Transformers, AC Distribution Board, DC Distribution Board, Battery Sets, Battery Charger, Series Capacitor Banks etc and laying / replacement of cable / control cable inside substation premises (maximum up to 25 meter in a single case).
  - iv) Weekly routine running of all 750 KVA Diesel Generator Sets and emergency operation of the same during failure of grid supply.
  - v) Periodical maintenance and cleaning of oil tanks and pipe lines of EDG Sets.
  - vi) Maintenance of all 33 / 11 kV Power Transformers and all Station Service Transformers including filling of oil as per requirement.
  - vii) Maintenance / Replacement of Yard Lighting and Illumination System of Control Room Building, EDG Building, Stores Shed, Security Room etc.
  - viii) Communication with the officials concerned of PPSP as and when required.
  - ix) Other works not listed above but required for preventive and breakdown Maintenance of electrical installations as per instruction of supervising officers of the work.
- ❖ Note – All the work should confirm to WBSEDCL's general conditions of contract, standard specification, approved drawing of the WBSEDCL satisfying relevant provisions of I.E. rules.

**Format of Letter of Bid**

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

To  
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 / Work Order Shall constitute a binding contract between us.

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

.....  
**SIGNATURE 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. We hereby declare that WBSEDCL have not been lodged any FIR/Complaint with Police against us.
5. All information furnished by us in respect of fulfillment of eligibility criteria and qualification information of this Tender is complete, correct and true.
6. All documents / credentials submitted along with this Tender are genuine, authentic, true and valid.
7. 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.
8. 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.....

.....

Telegraphic Address.....

.....

.....

Telephone No.....

E-mail.....

(\*Strike out whichever is not applicable)

**Note :-**

1. 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:

To  
 The Addl Chief Engineer & PSIC  
 Purulia Pumped Storage Project Site  
 West Bengal State Electricity Distribution Company Limited  
 Bagmundi, Purulia 723152  
 India

Sub: Proposal for Operation of 33/11 kV Substation, Maintenance of 33 kV/ 11 kV Sub-station equipment and 33 & 11 kV structures inside 33/11 kV sub-Station & Operation and Maintenance of 2 X 750 kVA Diesel Generating sets at PPSP Site, Bagmundi, Purulia.

Ref: **Tender Notice No – PPSP/S/OPH/e-Ten/26-27/NIT-** ; **DATED:**

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 Operation of 33/11 kV Substation, Maintenance of 33 kV/ 11 kV Sub-station equipment and 33 & 11 kV structures inside 33/11 kV sub-Station & Operation and Maintenance of 2 X 750 kVA Diesel Generating set at PPSP 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 words and in figures) 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 / Financial Bid.

I/We further confirm that in the event the Bid is accepted, we shall furnish performance security & Indemnity Bond towards successful performance of the contract in accordance with Clause of the "Conditions of Contract and in the format given in Annexure –V & Annexure –VII" respectively and shall execute the Contract Agreement in the format given in "Annexure –VI" of the Bid Document.

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 – PPSP/S/OPH/e-Ten/26-27/NIT-** **DATED:**

**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**

**PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BOND**

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

Ref.....

Bank Guarantee No.....

Date :.....

To

.....

.....

West Bengal

Dear Sirs,

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

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

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

The Owner may at any time within the validity and / or claimed period, as may extended from time to time, as mentioned in this guarantee enforce this guarantee by way of a letter calling upon us \_\_\_\_\_(Bank), to pay any amount limited to the amount cover under this guarantee enclosing a copy of this guarantee, and upon such enforcement, we \_\_\_\_\_(Bank) hereby agree and undertake to pay the Owner forthwith but in no case latter than fifteen (15) days from the date of issue of such letter of enforcement of the Owner of this guarantee, the amount limited to \_\_\_\_\_ ( indicate the amount in figure and words ) without any protest and without referring to M/s \_\_\_\_\_ ( Name of the Contractor ) in whose instant the Bank Guarantee is executed.

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

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs..... (indicate the amount in words and figures) and it shall remain in force up to and including .....\*\* (day/month/year) and shall be extended from time to time for such period as may be desired M/s..... on whose behalf this guarantee has been given. Unless a demand or claim is lodged on us within or an action or suit to enforce the claim is filed against this Guarantee within including .....\* (day/month/year) we shall be discharged from all liabilities thereafter.

Our payments hereunder shall be made to the Owner, free and clear of and without reduction by reasons of any and all present and future taxes, levies, charges of withholdings, whatsoever, imposed or collected with respect thereto.

All rights of the Owner under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities thereunder unless the Owner brings any action, to enforce a claim under this guarantee against the Bank within One Hundred and Eighty (180) days from the above mentioned date or from the extended date.

The Guarantee shall be governed by and construed in accordance with the law of India. In witness whereof, the Bank, through its authorised Officer, has set its hand and stamp on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_.

.....  
(Witness of Signature)

.....  
(Signature of authorised signatory of Bank)

.....  
(Name)

.....  
(Name)

.....  
(Official Address)

.....  
(Designation and code number with Bank Stamp)

Attorney as per Power

Of Attorney No.....

Date.....

\* Till 6 (Six) months after the validity of the Bank Guarantee.

\*\* Upto 3 (three) months after the expiry of contract period.

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank.

2. The sum shall be 10% (ten percents) of the Contract Price.

3. The performance Bank Guarantee/ Security Deposit Bank Guarantee shall be valid up to three (3) month from the end date of contract period. A period of Six (6) months should be added as claimed period from the last date of validity of the Bank Guarantee.

4. In case the Bank Guarantee is given by any bank situated outside West Bengal, arrangement shall be made by the Bank for invoking the Bank Guarantee from any Bank situated in Kolkata, whenever it is necessary.

5. The Bank Guarantee shall be signed on all the pages by the authorized representatives of Bank.

6. This Bank Guarantee should contain the name, designation and code number of the officer (s) signing the guarantee.

7. The address, telephone number and other details of the Head Office of the Bank as well as the issuing branch should be mentioned in the cover letter of the issuing branch.

\_\_\_\_\_

**FORM OF CONTRACT AGREEMENT**

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

**CONTRACT FOR OPERATION OF 33/11 KV SUBSTATION, MAINTENANCE OF 33 KV/ 11 KV SUB-STATION EQUIPMENT AND 33 & 11 KV STRUCTURES INSIDE 33/11 KV SUB-STATION & OPERATION AND MAINTENANCE OF 2 X 750 KVA DIESEL GENERATING SET UNDER PURULIA PUMPED STORAGE PROJECT, DIST. 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 established its 4 X 225 MW units of Purulia Pumped Storage Project on Kisto Bazar Nalla in the District of Purulia, West Bengal, India invited Local Competitive Bids vide Tender Notice . \_\_\_\_\_ dtd. \_\_\_\_\_ for Operation of 33/11 kV Substation, Maintenance of 33 kV/ 11 kV Sub-station equipment and 33 & 11 kV structures inside 33/11 kV sub-Station & Operation and Maintenance of 2 X 750 kVA Diesel Generating set for PURULIA PUMPED STORAGE PROJECT at P.S. Bagmundi, Distt. 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. \_\_\_\_\_ dtd. \_\_\_\_\_ 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 \_\_\_\_\_ dtd. \_\_\_\_\_ 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 "Operation of 33/11 kV Substation, Maintenance of 33 kV/ 11 kV Sub-station equipment and 33 & 11 kV structures inside 33/11 kV sub-Station & Operation and Maintenance of 2 X 750 kVA Diesel Generating set for PURULIA PUMPED STORAGE PROJECT" under Purulia Pumped Storage Project on the terms and conditions contained in its Letter of Award No \_\_\_\_\_ dtd. \_\_\_\_\_ and the documents referred to therein which has been irrevocably accepted by M/s. \_\_\_\_\_ (Name of the Contractor) vide their letter no. \_\_\_\_\_ dtd. \_\_\_\_\_.

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. \_\_\_\_\_ dtd. \_\_\_\_\_ 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. \_\_\_\_\_ dtd \_\_\_\_\_ 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 authorized 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)

IN PRESENCE OF (WITNESS)

1)

2)

SIGNED SEALED AND DELIVERED FOR AND  
ON BEHALF OF CONTRACTOR

IN PRESENCE OF (WITNESS)

1)

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 each of the parties.

**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.

**PROFORMA OF EXTENSION OF BANK GUARANTEE**  
**(To be executed on Non-Judicial Stamp Paper of appropriate value)**

Ref..... Date.....

To

.....

.....

..... West Bengal

Sub: Extension of Bank Guarantee No .....for Rs..... favoring yourselves,  
expiring on .....on account of M/s.....in  
respect of Contract No.....dated..... (Hereinafter called original  
Bank Guarantee).

Dear Sirs,

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

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

Yours Faithfully,

For.....

Manager/Agent/Accountant.....

Power of Attorney No.....

Dated.....

SEAL OF BANK

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

**LIST OF TOOLS, TACKLES & INSTRUMENTS (IN GOOD CONDITION) TO BE PROVIDED BY AGENCY FOR MAINTENANCE WORK AT PPSP SITE****Tender Notice No – PPSP/S/OPH/e-Ten/26-27/NIT-****DATED:**

| <b>Sl. No.</b> | <b>Name of Tools &amp; Instruments</b>                               | <b>Quantity</b> |
|----------------|----------------------------------------------------------------------|-----------------|
| 1.             | Megger (Insulation Resistance Tester ) 500 V, 1000 V, 2000 V, 2500 V | 2 No. each      |
| 2.             | Multimeter                                                           | 2 No.           |
| 3.             | Discharge rod with wires                                             | 2 Nos.          |
| 4.             | Bamboo Ladder 3 Mtrs long (approx)                                   | 2 Nos.          |
| 5.             | Aluminum Ladder (Folding) ( Minimum 9 meter )                        | 2 Nos.          |
| 6.             | Max Puller (Pulling and lifting)                                     | 1 No.           |
| 7.             | Safety belt                                                          | 2 Nos.          |
| 8.             | Nylon rope (1/2", 3/4" & 1")                                         | 1 coil each     |
| 9.             | Ring Spanner                                                         | 2 sets          |
| 10.            | Box Spanner                                                          | 1 Set           |
| 11.            | Hand Drill (Electric) with different sizes of drill bit              | 2 Set           |
| 12.            | Rubber Hand globes (LT)                                              | 4 Sets          |
| 13.            | Screw Driver of different sizes                                      | 3 each          |
| 14.            | Insulated cutting Pillers                                            | 3 Nos.          |
| 15.            | Hammer (1 Kg)                                                        | 2 Nos.          |
| 16.            | 3 cell torch with Battery                                            | 3 sets          |
| 17.            | Hand test lamp                                                       | 3 Nos.          |
| 18.            | Tarpaulin                                                            | 1 No.           |
| 19.            | 30 Mtrs. Measurement Tape                                            | 1 No.           |
| 20.            | 3 Mtrs. Measurement Tape                                             | 1 No.           |
| 21.            | Adjustable piler                                                     | 2 sets          |
| 22.            | Nose piler                                                           | 2 sets          |
| 23.            | Hacksaw                                                              | 2 sets          |
| 24.            | File (Flat & round file)                                             | 1 set each      |
| 25.            | Box (12" x 8" x 6" )                                                 | 1 No.           |
| 26.            | Multipurpose Plier                                                   | 2 Sets          |
| 27.            | Crimping tools range upto 300 sq mm.                                 | 1 No.           |
| 28.            | Tong tester                                                          | 1 No.           |
| 29.            | Voltmeter                                                            | 2 Nos.          |
| 30.            | D-Spanner Sets                                                       | 3 Sets          |
| 31.            | Allen Key Set                                                        | 1 Set           |
| 32.            | Chain Pully Block 3T                                                 | 1 No.           |
| 33.            | Portable Wooden step ladder                                          | 2 Nos.          |
| 34.            | Pipe Wrench (24 inches)                                              | 2 Nos.          |
| 35.            | Pipe Wrench (15 inches)                                              | 1 No            |
| 36.            | Chain Pulley Block 5 Ton                                             | 1 No            |
| 37.            | Pulley (6 inches / 8 inches diameter)                                | 1 No            |
| 38.            | Guti wrench with handle                                              | 1 set           |

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

**PROFORMA FOR BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY DEPOSIT**

(To be furnished in a non- judicial Stamp Paper of appropriate value)

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

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

Date: \_\_\_\_\_

To

The Addl. Chief Engineer & PSIC  
Pumped Storage Project Site,  
West Bengal State Electricity Distribution Company Limited (WBSEDCL)  
(A Govt. of West Bengal Enterprise)  
Bagmundi, Purulia 723152, India

WHEREAS ..... (Name and address of the contractor) has undertaken, in pursuance of ..... contract ..... no.....Dated.....to execute.....(name of Contract and Brief description of contract) hereinafter called "the contract".

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

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

NOW THEREFORE we ..... (Indicate the name of the bank and branch) hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total Rs.

.....(Rupees .....in words) being (10%) (Ten Percent) of the Tendered Amount to WBSEDCL. We undertake to pay you, upon your first written demand and without cavil of argument a sum within the limits of ..... (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We..... (Indicate the name of the bank and branch) further agree to pay to you any money so demanded notwithstanding any disputes raised by the contractor in any suit or proceeding pending before any court or Tribunal.....the present absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

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

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

The Guarantee shall be valid upto ..... It comes into the force with immediate effect shall remain in force and valid for a period up to 3 (three) months after the expiry of Defect Liability period / Contract Period under the stated contract plus claim period of six months of the Bank Guarantee. Notwithstanding anything mentioned above our liability against this guarantee is restricted to Rs..... (Rupees .....in words) and unless a claim in writing is logged with us within the validity period i.e. upto ..... of this guarantee all our liabilities under this guarantee shall cease to exist.

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

|                            |                                               |
|----------------------------|-----------------------------------------------|
| (Signature of the witness) | (Signature of authorised signatory of Bank)   |
| (Name)                     | (Name)                                        |
| (Official address)         | (Designation and code number with Bank Stamp) |

Attorney as per Power of Attorney

No..... Date .....

\* Till 6 (six) months after the validity of the Bank Guarantee.

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

**Notes:**

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank.
2. The sum shall be 10% (ten percents) of the Tendered Amount.
3. The additional performance Bank Guarantee/ Security Deposit Bank Guarantee shall be valid up to three (3) month after the expiry of contract/warranty/guarantee period. A period of Six (6) months should be added as claimed period from the last date of validity of the Bank Guarantee.
4. In case the Bank Guarantee is given by any bank situated outside West Bengal, arrangement shall be made by the Bank for invoking the Bank Guarantee from any Bank situated in Kolkata, whenever it is necessary.
5. The Bank Guarantee shall be signed on all the pages by the authorized representatives of Bank.
6. This Bank Guarantee should contain the name, designation and code number of the officer (s) signing the guarantee.
7. The address, telephone number and other details of the Head Office of the Bank as well as the issuing branch should be mentioned in the cover letter of the issuing branch.

\_\_\_\_\_

**KEY INFORMATION ABOUT THE BID****Tender Notice No – PPSP/S/OPH/e-Ten/26-27/NIT-****DATED:**

|      |                                                                                                                             |                                    |
|------|-----------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| 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 :<br>Date :<br>Valid upto : |
| 10.0 | Employees' Provident Fund Registration Number                                                                               | :                                  |
| 11.0 | Details of Earnest Money submitted                                                                                          | :                                  |
| 12.0 | Whether agreed to all Conditions of Contract                                                                                | : Yes/ No                          |

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

**Certificate regarding Summary Statement of Yearly Turnover****Tender Notice No – PPSP/S/OPH/e-Ten/26-27/NIT-****DATED:**

This is to certify that the following statement is the summary of the audited Balance Sheet arrived in favour of ..... for the three consecutive years or for such period since inception of the Firm, if it was set in less than such three year's period.

| Sl. No. | Financial |                                                          | Remarks |
|---------|-----------|----------------------------------------------------------|---------|
|         | Year      | Turnover rounded up to in lakh (two digit after decimal) |         |
| 1.      |           |                                                          |         |
| 2.      |           |                                                          |         |
| 3.      |           |                                                          |         |
| Total   |           |                                                          |         |

Average Turnover: In .....

**Note:**

1. Year proceeding the current financial year is to be considered as Year-1.
2. Average turnover is to be expressed in lakh of rupees, rounded up to two digits after decimal.
3. Average turnover for 3 years is to be obtained by dividing the total turnover by 3.0. If the Firm was set up in less than 3 year's period, consider the turnover for the period from inception to the Year-1. It may be either 1.0 or 2.0. Average turnover is to be obtained by dividing the total turnover by 1.0 or 2.0, as the case may be.
4. In case, the firm was set up in less than 3 year's period, mention the year of inception in the 'Remarks' column.

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

**STATEMENT OF ORDERS EXECUTED DURING LAST SEVEN FINANCIAL YEARS****Tender Notice No –** PPSP/S/OPH/e-Ten/26-27/NIT-**DATED:**

(To be filled in Bidder's Letter Head)

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

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

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

**STATEMENT FOR CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS****Tender Notice No – PPSP/S/OPH/e-Ten/26-27/NIT-****DATED:**

(To be filled in Bidder's Letter Head)

| Name of the Bidder: |                  |                                |                               |                               |                         |                                |                              |
|---------------------|------------------|--------------------------------|-------------------------------|-------------------------------|-------------------------|--------------------------------|------------------------------|
| Sl. No.             | Name of the Work | Owner Name and Contact Details | Date of issuance of LOI / LOA | Stipulated date of completion | Contract Value (in Rs.) | Value of Balance Work (in Rs.) | Estimated date of completion |
| 1                   |                  |                                |                               |                               |                         |                                |                              |
| 2                   |                  |                                |                               |                               |                         |                                |                              |
| 3                   |                  |                                |                               |                               |                         |                                |                              |
| 4                   |                  |                                |                               |                               |                         |                                |                              |
| 5                   |                  |                                |                               |                               |                         |                                |                              |
| 6                   |                  |                                |                               |                               |                         |                                |                              |
| 7                   |                  |                                |                               |                               |                         |                                |                              |
| 8                   |                  |                                |                               |                               |                         |                                |                              |
| 9                   |                  |                                |                               |                               |                         |                                |                              |
| 10                  |                  |                                |                               |                               |                         |                                |                              |

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

Date \_\_\_\_\_

**BANKER'S CERTIFICATE**

(To be filled in the Bank's Letter Head)

(To be given by banker of bidder)

This is to certify that M/s ..... (FULL NAME AND ADDRESS) who are submitting their Bid to.....against their tender specification vide Ref. No..... and date..... is our customer for the past.....years. Their financial transactions with our bank have been satisfactory. They enjoy the following fund based and non-fund based limits including guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

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

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

Sd/-

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

SEAL OF THE BANK

**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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|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
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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 – PPSP/S/OPH/e-Ten/26-27/NIT-****DATED:**

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.      | Notice Inviting Tender.                                                                                                                                                                                                                                                                                                                 | NIT            | Statutory cover (Technical proposal)     |                 |
| 2.      | Addenda / corrigenda , if published.                                                                                                                                                                                                                                                                                                    | NIT            | Statutory cover (Technical proposal)     |                 |
| 3.      | Letter of Bid ( <b>Annexure-I</b> )<br>Proforma for Undertaking ( <b>Annexure-II</b> )<br>Bid Proposal ( <b>Annexure-III</b> )<br>Declaration of Black Listing/ Holiday Listing ( <b>Annexure-IV</b> )<br>List of Tools, Tackles & Instruments. ( <b>Annexure- IX</b> )                                                                 | Annexure       | Statutory cover (Technical proposal)     |                 |
| 4.      | Key Information ( <b>Form-I</b> )<br>Summary statement of average annual turnover ( <b>Form-II</b> )<br>Statement of orders executed during last seven year ( <b>Form-III</b> )<br>Statement for Current Contract Commitments Works In Progress ( <b>Form-IV</b> )<br>Mandate Form_( <b>Form-VI</b> )<br>Check List ( <b>Form-VII</b> ) | Forms          | Statutory cover (Technical proposal)     |                 |
| 5.      | Copy Final GST registration certificate and last GST return                                                                                                                                                                                                                                                                             | 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 payment certificate                                                                                                                                                                                                                                 | Certificates   | Non-statutory cover (Technical proposal) |                 |
| 8.      | If there is no Professional Tax in any state, a declaration should be given.                                                                                                                                                                                                                                                            | Certificates   | Non-statutory cover (Technical proposal) |                 |
| 9.      | Copy of Employees' Provident Fund Registration Certificate                                                                                                                                                                                                                                                                              | Certificates   | Non-statutory cover (Technical proposal) |                 |
| 10.     | Copy of Valid Contractor's License issued by DOE Govt. of West Bengal.                                                                                                                                                                                                                                                                  | License        | Non-statutory cover (Technical proposal) |                 |
| 11.     | Copy of E.S.I. registration Number                                                                                                                                                                                                                                                                                                      | Certificates   | Non-statutory cover (Technical proposal) |                 |
| 12.     | 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 / Company -Incorporation certificate, Trade License / Co-operative Society -Society Registration copy, trade Licence.                | Certificates   | Non-statutory cover (Technical proposal) |                 |
| 13.     | Banker's certificate regarding financial capability of bidder, should not be more than three (03) months old as on the last date for submission of bids. ( <b>Form – V</b> )                                                                                                                                                            | Certificates   | Non-statutory cover (Technical proposal) |                 |
| 14.     | Copy of Annual turnover certificate for last three financial years (FY 2022-23, FY 2021-22 & FY 2020-21).                                                                                                                                                                                                                               | Financial Info | Non-statutory cover (Technical proposal) |                 |
| 15.     | Copy of Annual audited financial report i.e. balance sheet & P/L A/C for last three years financial years (i.e. FY 2022-23, FY 2021-22 & FY 2020-21)                                                                                                                                                                                    | Financial Info | Non-statutory cover (Technical proposal) |                 |
| 16.     | Copies of latest Income Tax return for last three Assessment years (AY 2023-24, AY 2022-23 & AY 2021-22).                                                                                                                                                                                                                               | Financial Info | Non-statutory cover (Technical proposal) |                 |
| 17.     | Copy of Purchase / Erection Orders, work completion certificates / Performance certificate etc. in support of completion of work against a particular contract during last five year.                                                                                                                                                   | Credential     | Non-statutory cover (Technical proposal) |                 |
| 18.     | List of Orders in hand, along with Order values to be executed within one year of bid submission.                                                                                                                                                                                                                                       | Declaration    | Non-statutory cover (Technical proposal) |                 |
| 19.     | Bill of Quantities.                                                                                                                                                                                                                                                                                                                     | BOQ            | Financial cover (Financial proposal)     |                 |

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