



**WBSEDCL**

**West Bengal State Electricity Distribution Company Limited**

*(A Government of West Bengal Enterprise)*

**OFFICE OF THE CHIEF ENGINEER & PROJECT MANAGER**

**Purulia Pumped Storage Project**

5th Floor, Block-A, Vidyut Bhavan, Block DJ, Sector-II, Salt Lake,  
Kolkata-700091, West Bengal, INDIA, Telephone No: +913323591951

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CIN: U40109WB2007SGC113473

**NOTICE INVITING E-TENDER FOR UNDFERWATER INSPECTION  
AND HD-QUALITY VIDEO RECORDING AT TAIL TACE TUNNEL  
GATE NO. 2 AT PURULIA PUMPED STORAGE PROJECT SITE  
(PPSP), BAGMUNDI, PURULIA, WEST BENGAL, 723152.**

**NieT No. : PPSP/e-Ten/124/M/26-27/NIT-02 Dated: 13.05.2026**



## BID DOCUMENT

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





## West Bengal State Electricity Distribution Company Limited

(A Government of West Bengal Enterprise)

### OFFICE OF THE CHIEF ENGINEER & PROJECT MANAGER

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

## NOTICE INVITING E-TENDER FOR UNDERWATER INSPECTION AND HD-QUALITY VIDEO RECORDING AT TAIL TACE TUNNEL GATE NO. 2 AT PURULIA PUMPED STORAGE PROJECT SITE (PPSP), BAGMUNDI, PURULIA, WEST BENGAL, 723152.

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**SECTION 1**

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**NOTICE INVITING e-TENDER (NIeT)**





## West Bengal State Electricity Distribution Company Limited

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### OFFICE OF THE CHIEF ENGINEER & PROJECT MANAGER

Purulia Pumped Storage Project

5th Floor, Block-A, VidyutBhavan, Block DJ, Sector-II, Salt Lake,  
Kolkata-700091, West Bengal, INDIA, Telephone No: +913323591951  
Fax No. : +913323581533, Website : [www.wbsecl.in](http://www.wbsecl.in), e-mail :  
ppspq@wbsecl.in/ppspq@yahoo.in  
CIN : U40109WB2007SGC113473

### NOTICE INVITING e-TENDER (NIeT)

NIeT No.: PPSP/e-Ten/124/M/26-27/NIT-02

Dated: 13.05.2026

The Chief Engineer & Project Manager, Purulia Pumped Storage Project, WBSEDCL invites e-Tender only from the bonafide, experienced & resourceful contractors of WBSEDCL/Other Power Utilities/Other Govt. Departments who have fulfilled the conditions as detailed below for submission of online Bid.

<b>Name of the Work :</b>	Underwater Inspection & HD-Quality Video Recording at Tail Race Tunnel (TRT) Gate No. 2 at Purulia Pumped Storage Project Site (PPSP), Bagmundi, Purulia, West Bengal, 723152.
<b>Estimated Cost :</b>	Rs. 10,50,000/- (Rupees Ten Lac Fifty Thousand only) excluding GST.
<b>Completion Time :</b>	Within 30 days from the date of placement of LOA
<b>Earnest Money Deposit (EMD) :</b>	Earnest Money Deposit (EMD) as bid guarantee amounting to Rs. 21,000/- (Rupees Twenty-One Thousand only) should be paid in full exclusively through online mode. Bid without Earnest Money Deposit in full shall be summarily rejected.

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

A) **Experience of having successfully completed similar works during last 3 years (i.e. from 01.04.2022 to 31.03.2025)** with fulfillment of any of the following criteria:

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

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

C) Average annual turnover during last 3 Financial years (2024-25, 2023-24, 2022-23) not less than 30% of the estimated value.

D) Working capital in the Financial year (2024-25) of bid submission not less than 30% of the estimated value.

E) Submission of annual audited financial report i.e. PL account & balance sheet and IT returns for last 3 Financial Years (2024-25, 2023-24, 2022-23).

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

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

- 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.). To avoid any complicity, those bidders opting for payment through NEFT / RTGS mode shall make payment well before 24 Hrs.

The bank account used for payment of EMD by the bidders shall be maintained operative until the completion of tendering process. All refunds will be made mandatorily to the Bank A/c from which the payment of EMD has been initiated.

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

Earnest Money is to be forfeited in the following situations:

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

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

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

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

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

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

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

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

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



bidders are required to register the fact of possessing the Digital Signature Certificates through the Registration System available in the website. The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). Applicants should take note of all the addenda/corrigenda related to the Bid and upload the latest documents as part of the Bid.

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

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

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



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

16. Other information as well as terms and conditions, which are not covered above, is available in Instruction to Bidders, General Conditions of Contract, Additional Conditions of Contract and Technical Specification as mentioned in the Tender.

17. **Date & Time schedule:-**

Sl. No.	Particulars	Date & Time
01	Date of uploading the NIeT and Tender Documents (Online). [Publishing Date]	20.05.2026 at 11:00 hrs
02	Documents download start date (Online).	20.05.2026 at 11:00 hrs
03	Last date of submission of queries	02.06.2026 at 11:00 hrs
04	Pre-Bid Meeting Date	04.06.2026 at 15:00 hrs
05	Bid Submission upload start date (Online)	20.05.2026 at 11:00 hrs
06	Bid Submission upload end / closing date (Online)	15.06.2026 at 14:00 hrs
07	Date for opening of Technical Proposal (Online) for the Bidders	17.06.2026 at 15:00 hrs
08	Date for opening of Financial Proposal (Online).	Will be intimated later

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

  
Chief Engineer & Project Manager  
Purulia Pumped Storage Project  
WBSEDCL



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INSTRUCTION TO BIDDERS (ITB)



## 1. General guidance for e-Tendering :

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

### i) Registration of Bidder:

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

### ii) Digital Signature Certificate (DSC):

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

## 2. Downloading of Bid Documents:

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

## 3. Submission of Bids:

All the documents of this NIEt uploaded by WBSEDCL shall form an integral part of the Contract. Bidders are required to upload all the tender documents along with the other documents, as asked for in the tender, through website. Bids comprising of Technical Proposal and Financial Proposal are to be submitted through online to the website <https://wbtenders.gov.in> in two folders concurrently within the prescribed date & time using the Digital Signature Certificate (DSC). The bidder shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the web portal.

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

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

## 4. Eligibility Criteria for Participation in the Bidding:

### 4.1 General:

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



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

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

The bidder shall submit duly signed with stamp copy of Trade license, Certificate of Incorporation of Company / Partnership Registration (Certificate/Deed) etc., Final GST Registration Certificate (GSTIN), PAN Card, PF Registration Certificate, ESI Registration, P. Tax Payment Certificate as per the applicability. Submission of the last three (03) annual audited reports of the eligible participants as per clause 4.3 of ITB, in accordance with the applicable laws & Income Tax Return for the last 03 (three) **Financial Years** (2024-25, 2023-24, 2022-23).

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

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

#### **4.2 Technical Eligibility Criteria:**

Bonafide, experienced & resourceful contractors of State / Central Govt., Public Sector Undertakings (PSUs), Govt. Enterprises, Statutory Bodies and reputed Power Sector Organization who have successfully completed similar work during the last 3 (Three) years (From 01.04.2022 to 31.03.2025) having value of

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

or

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

or

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

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

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

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



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

#### **4.3 Financial Eligibility Criteria:**

- a) This Invitation for Bid, issued by WBSEDCL is open to bidders of a registered company incorporated in India under the Companies Act, 1956 or 2013 (with amendment from time to time) or Partnership Firm registered as per Partnership Act 1932 or Proprietorship Firm or Co-operative Society or Statutory Body and must submit the copy of Trade license, Certificate of Company Incorporation / Registration Certificate / Partnership Deed / Society Registration Certificate, PAN Card, PF Registration certificate, Employees' State Insurance Registration and P.T.P.C, Final GST Registration (GSTIN), Labour License, as per the applicability. Bidders who have been placed under Holiday Listing of any Department / Organization and the term / duration of such listing have not yet expired are barred from participating in the Bid.
- b) The bidder should have a Minimum Average Annual Turnover @ 30% of the estimated cost during last 03 (three) **Financial Years** (2024-25, 2023-24, 2022-23) for actual participation in the bidding process.
- c) Submission of Annual Audit Report for companies registered under companies Act and Tax audit report for partnership firm and audit report of the participating organization for the last 03 (three) **Financial Years** (2024-25, 2023-24, 2022-23).
- d) Income Tax Return for three **Financial Years** (2024-25, 2023-24, 2022-23).
- e) The bidder shall submit reports on the financial standing i.r.o. solvency of Bidder Company / firm as certified by bankers and issuing date shall be within last 06 months from the date of Technical Bid opening.
- f) The bidder should submit letter of undertaking issued by the bank for availability of unutilised credit facility as per enclosed format (**Annexure IX**).
- g) Working Capital in FY (2024-25) shall not be less than 30% of the estimated cost. In case working capital falls below the minimum level of 30%, the short fall shall be compensated with production of certified unutilised credit facility (fund-based credit facility only) from a scheduled bank.
- h) Net Worth for the each of the last three **Financial Years** (2024-25, 2023-24, 2022-23) should be positive.

#### **5. Joint Venture (JV) / Consortium:**

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

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

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

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

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

##### **(a) To be submitted in "NIeT" folder**

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



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

**(b) To be submitted in “Annexure” folder**

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

**(c) To be submitted in “Forms” folder**

- i) Check List (**Annexure I**).
- ii) Summary statement of average Annual Turnover / Annual Audit report for a period of last three financial years, certified by Auditor appointed under Companies Act, 2013. In case the Bidder is not a company, certificate of Tax Auditor may be submitted.
- iii) Statement of Orders executed during last 3 (Three) financial years.  
(Downloaded forms of the bid document are to be filled up, digitally signed by the bidder, virus scanned and uploaded in the respective folders).

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

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

**I. Company Details :**

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

**II. Certificates :**

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

**III. Financial Information:**

- Income Tax Return for the 03 (three) **Financial Years** (2024-25, 2023-24, 2022-23).
- Banker’s certificate in the specified format for unutilised Credit Facility as annexed (**Annexure IX**), if applicable.
- A certified copy from a practicing Chartered Accountant to be produced in support of ‘Annual Turnover’ in FY (2024-25, 2023-24, 2022-23) and Working Capital for the FY (2024-25).

**IV. Credential:**

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



**V. Declaration to be given by the Bidder :**

- A self-Declaration of the authorised signatory of the prospective Bidder or any of the constituent partners should be submitted confirming that they had not been barred to participate in any Tender by any Government Department/Govt. Undertakings/ Enterprise/ Reputed Private Organizations etc. during the last 5 (five) years prior to the date of this NleT. - (Annexure XIV)
- A self-Declaration of the authorised signatory of the prospective Bidder or any of the constituent partners should be submitted regarding any past and current litigation history with WBSEDCL in which Bidder is involved during the last 5 (five) years. - (Annexure XVI)
- Others: Any other documents if found necessary to be submitted by the Bidder.

**Note:**

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

**7. Opening of Technical Proposal:**

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

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

**8. Financial proposal:**

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

**9. Earnest Money Deposit (EMD):**

- Earnest Money Deposit shall be submitted in online mode. The details are furnished in clause no. 2 of NleT.
- For the unsuccessful bidders, EMD amount submitted against the tender shall be refunded automatically, through an automated process, by NIC portal on receipt of updated status of any bid.
- On application for refund by the successful Bidder, Earnest Money Deposit shall be refunded to successful Bidder after submission of Contract Performance Guarantee, Indemnity Bond, executed Contract Agreements and upon completion of all necessary formalities, as per Tender document.
- No interest shall be paid by WBSEDCL on EMD.

**10. Responsibility of Bidders:**

- WBSEDCL will not assume any responsibility regarding information gathered, interpretations or



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

- b) It shall be the responsibility of the bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this contract including in particular all factors that may affect the cost, duration and execution of the works. It must be understood and agreed that such factors have properly been investigated and considered while submitting the bid.
- c) Claim, whatsoever, including those for financial adjustment to the contract awarded under these specifications & documents will not be entertained by WBSEDCL. Neither any change in time schedule of contract nor any financial adjustments arising thereof shall be permitted by WBSEDCL, which are based on the back of such clear information of its effect on the cost of the contract to the Bidder.
- d) The bidder is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, specifications and drawings in the bidding document. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Bids, which are determined to be not substantially responsive to the requirement of the bidding document, will be rejected.

#### **11. Cost of Bidding:**

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

#### **12. Clarification of Bidding Document:**

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

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

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

#### **13. Amendment to Bidding Document:**

- a) At any time prior to the deadline for submission of bids, WBSEDCL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by issuing amendments. Any such amendment shall be part of the bidding documents.
- b) Any corrigendum, notification concerned to this NIeT will be published in the e-Tender portal



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

#### 14. Bid Price:

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

#### 15. Signing of Bids:

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

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

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

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

#### 16. Period of validity of Bids:

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

#### 17. Security Deposit:

In case of successful Tenderers, Earnest Money shall be refunded only after submission of Security Deposit in two parts @ 2.5% each of a total value of the order placed on the tenderer. All security deposit should be in the form of B.G. from any scheduled Bank in India. In the BG there must be provision for payment at Kolkata in case of invoking.

In addition to the Security Deposit as mentioned above,

- a) Additional Performance Security equal to 10% of the ordered value for bid of the items having variation of -20% to -50% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order.



- b) Additional Performance Security equal to 20% of the ordered value for bid of the items having variation over -50% to -80% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order.

This Security Deposit (a) & (b) above shall remain valid up to the time of completion of supply of materials, with an additional claim period of further six months. Security Deposit may be in the form of Bank Guarantee issued by any scheduled Bank of India duly approved by Reserve Bank of India in this regard, in which event it would be open to WBSEDCL or its designated Officer to prefer the claim for invocation/encashment of the concerned Bank Guarantee within 6 months from the expiry of the period of such guarantee. Accordingly, there should be an additional claim period of 6 (six) months in each of the Bank Guarantees from the date of expiry of the validity. The B.Gs are to be extended/revalidated by the supplier maintaining the above claim period for delay in physical delivery due to any reason whatsoever. The Bank Guarantee should be executed in line with enclosed Proforma and on non-judicial stamp paper of Rs.100/=.

The Security Deposit is liable to be forfeited in case of non-compliance of Purchase Order or failure to complete the Purchase Order. Purchase Order is liable to be cancelled for non- submission of Security Deposit in time with forfeiture of Earnest Money.

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

Bank Draft/Pay Order for an amount equivalent to 5% of the ordered value will also be accepted instead of Bank Guarantee.

#### **18. Earnest Money submitted will be liable to forfeiture in case of :**

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

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

In case of failure to supply material by the supplier as per delivery schedule, WBSEDCL may, at its discretion resort to Risk Purchase clause as provided in G.C.C.

#### **19. Formation of Cartel & Penal Measures: -**

Any evidence of unfair trade practices, including overcharging, price fixing, cartelization etc. as defined in various statutes, will automatically disqualify the parties. Repeated occurrence of such evidence of above tenderers may also be viewed seriously by the WBSEDCL authority and penal measures as deemed fit would be imposed on such tenderers.

#### **20. Process to be Confidential:**

- i) After the opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.
- ii) Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract,



may result in the rejection of his/their bid.

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

#### **21. Determination of Responsiveness:**

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

#### **22. Time Schedule:**

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

#### **23. Evaluation and Comparison of Bids:**

- a) On examination of documents submitted under different covers, WBSEDCL will evaluate and compare the bid, determined to be substantially responsive at each step.
- b) While evaluation, the Tender Evaluating Authority, WBSEDCL may summon the bidders and seek clarification / information or additional documents or original hardcopy of any of the document already submitted and if the same cannot be produced within the stipulated time frame, their proposal will be liable for rejection.
- c) The summary list of bidders, whose bids will be found techno-commercially eligible, will be uploaded in the web portals.
- d) Financial proposals of the Bidders declared techno-commercially eligible, will be opened electronically by Tender Evaluating Authority, WBSEDCL from the web portal.
- e) The Evaluation of bid will include and take into account:
- Cost of the work including taxes and duties etc., excluding GST.
  - WBSEDCL shall evaluate and compare only the bids determined to be substantially responsive and qualified.
  - Evaluated bid price of all bidders shall be compared and the lowest bid will be selected for award of contract.
  - Conditional rebate, if any, offered by any bidder shall not be considered in Bid evaluation.
- f) Withdrawal of Tenders by the Bidder: Once the tenders have been submitted, the tenderers will not have the option to withdraw offer within the validity period. If any tenderer withdraws his tender before expiry of validity period or makes any modification in the terms and condition of tender which are not acceptable to the company then the company shall without prejudice to any other right or remedy, be at liberty to forfeit the earnest money and also suitable actions could be contemplated against each erring bidder by the Company (WBSEDCL).



#### **24. Taxes, Duties and Other Levies:**

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

#### **25. Laws Governing Contract :**

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

#### **26. Language and Measures :**

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

#### **27. Corrupt or Fraudulent Practice :**

WBSEDCL expects that bidders observe the highest standard of ethics during the execution of the contract. In pursuance to this policy, WBSEDCL defines for the purpose of this provision, the terms set forth below as follows:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the Contract execution
- b) "Fraudulent Practice" means misrepresentation of facts in order to influence a procurement process of the execution of a contract to the detriment of WBSEDCL, and includes collusive practice among bidders (Prior to or after bid submission) designed to establish bid prices at artificial non competitive levels to deprive WBSEDCL of the benefits of free and open competition.

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

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

#### **28. Correctness and Sufficiency of Rates quoted in the Bid :**

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

#### **29. Penalty for suppression / distortion of facts :**



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

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

### **30. Award of Contract :**

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

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

The Successful Bidder within 7 (seven) days of issuance of Letter of Award (LoA), shall submit his unequivocal acceptance in writing, failing which WBSEDCL shall have the right to terminate the LoA and the Earnest Money Deposit submitted along with the Bid will be forfeited.

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

### **31. Holiday Listing :**

Holiday listing will be applicable according to the "Holiday Listing" policy of the Revised Purchase Policy, which is posted in the website of WBSEDCL ([www.wbsecl.in](http://www.wbsecl.in)).

### **32. Rejection of Bid :**

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



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GENERAL CONDITIONS OF CONTRACT (GCC)



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

## 2. Definition of terms:

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

- i) The '**Company / Owner**' shall mean the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), having its office at Vidyut Bhavan, Block - DJ, Sector - II, Kolkata - 700091.
- ii) The '**Engineer-in-Charge / Controlling Officer**' shall mean the Engineer deployed by the company for the purpose of this contract.
- iii) The '**Contractor**' shall mean the Bidder who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successor and permitted assignees.
- iv) The '**Contract Price**' shall mean the FOR-price (PPSP Site basis) with taxes and duties (excluding GST) quoted by the contractor in his bid with addition and /or deletions as may be agreed and incorporated in the letter of award, for the entire scope of the work.
- v) '**Equipment / materials**' shall mean and include all type of equipment & materials etc. required for true and satisfactory completion of the work under this contract.
- vi) '**Workmanship**' shall mean the method / manner in which the jobs of the different items, whether included in the schedule or not but are required for true & satisfactory completion of the work under this contract, are executed.
- vii) The '**Site**' shall mean the site of proposed work as detailed in the specification or any other place where the work is to be executed under the contract.
- viii) The term '**Work**' shall mean all works to be undertaken by the Contractor as laid down under the head 'Scope of Work' or elsewhere in the specification enclosed. When the words 'approved', 'subject to approval', 'as directed', 'accepted', 'permitted' etc. are used, the approval, judgment, direction etc. are understood to be a function of company.
- ix) '**Date of Commencement**' / '**Zero Date**' shall mean the date of placement of LoA.
- x) '**Date of Completion**' shall mean the date of completion of the project in all respect.
- xi) '**Specifications**' shall mean collectively all the terms and stipulations contained in this document including the conditions of contract, technical provisions, drawings and attachments thereto and list of corrections and amendments.
- xii) '**Drawings**' means collectively all the accompanying general drawings as well as detailed drawings, which may be used from time to time or as desired by WBSEDCL.
- xiii) '**Approval**' shall mean the written approval of WBSEDCL and / the statutory authorities, wherever



such authorities are specified by any codes or otherwise.

### 3. Scope of Work :

Underwater Inspection & HD-Quality Video Recording at Tail Race Tunnel Gate No. 2 at Purulia Pumped Storage Project Site (PPSP), Bagmundi, Purulia, West Bengal, 723152. All details are mentioned in Section:4.

For execution of the contract as per scope of work detailed above, the contractor shall have to do the following ancillary work:

- i. The Contractor shall execute the job as per approved design, drawings (If provided), as well as up to the acceptance of Engineer-in-Charge.
- ii. The Contractor shall supply all materials, labours and equipment required for "Underwater Inspection & HD-Quality Video Recording at Tail Race Tunnel No. 2 at Purulia Pumped Storage Project (PPSP), West Bengal, 723152".
- iii. Contractor shall arrange proper storage at site for the equipment and materials at his own cost and risk. The complete system shall be under the custody of the contractor till handing over the job to WBSEDCL. WBSEDCL in no case shall be responsible for any loss / damage / theft of materials / equipment; so long those shall continue to remain under the custody of the contractor.
- iv. The Contractor shall leave the site in clean, clear and tidy condition before handing over of the site after completion of the work.
- v. Any item not specifically mentioned in technical specification and / or scope of work but which are required for successful completion of the work are deemed to be included in the scope of work / specification.

### 4. Performance Guarantee / Security Deposit :

The security deposit shall be submitted in two parts, each amounting to 2.5% of the total value of the order placed on the tenderer. The entire security deposit must be in the form of a Bank Guarantee (B.G.) issued by any scheduled bank in India. The Bank Guarantee must include a provision for payment at Kolkata in case of invocation.

In addition to the Security Deposit as mentioned above,

- i) Additional Performance Security equal to 10% of the ordered value for bid of the items having variation of -20% to -50% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order.
- ii) Additional Performance Security equal to 20% of the ordered value for bid of the items having variation over -50% to -80% of the estimated rate should be furnished in the prescribed format, within a period of 30 days from the date of issuance of the Purchase Order.

This Security Deposit (i) & (ii) above shall remain valid up to the time of completion of supply of materials, with an additional claim period of further six months.

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

### 5. Refund of Performance Guarantee / Security Deposit:

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



Officer of the Work upon request by the Contractor.

#### **6. Refund of Earnest Money:**

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

#### **7. Defect Liability Period :**

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

#### **8. Mode of Execution of Contract:**

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

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



- 9.1. Contractor shall execute, complete and maintain the work as per direction of the **Engineer-in-Charge / Controlling Officer** of the work or his representatives.
- 9.2. **Contractor to submit program :** Within 14 (Fourteen) days from the date of issuance of Letter of Award (LoA) the Contractor shall submit a program, procedure and method in which he proposes to carry out the work.
- 9.3. **Contractor's Staff at site:** The contractor shall provide at site his authorized representative duly approved by the Controlling Officer (approval may be withdrawn for particular person, if necessary).
- 9.4. **Protection of works:** The Contractor shall in connection with the work provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by WBSEDCL or by any Competent Authority or Statutory or Other Authority for the protection of the work or for the safety and convenience of the public or others.
- 9.5. **Care of work:** From the commencement to the completion of the work, the contractor shall take full responsibility for the care thereof and of all temporary work and in case of any damage, loss, or injury to work or to any part thereof or to any temporary work due to any cause whatsoever shall at his own cost and make good the same, so that at completion the work shall be in good order and conditions and in conformity in every respect with the requirements of the contract. The contractor shall take every practicable precaution not to damage or to cause injury to adjoining or other properties or to any person. However even if any damage, injury occurs or beyond injury, the contractor shall be responsible in meeting the necessary claims and demands as may be required.
- 9.6. **Workmen's compensation for accident or injury to any workmen:** 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 employed by the contractor. 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 in terms of **Workmen Compensation Act, 1923**. This provision is not applicable for areas covered under ESIC.
- 9.7. **Facilities for other contractors :** The contractor shall afford all reasonable facilities for any other contractor employed by WBSEDCL in the execution on or near the site of any work not included in the contract.
- 9.8. **Clearing site on completion:** On completion of the work the contractor shall clear away and remove from the site all constructional plant related to Underwater Inspection & Videography, surplus materials rubbish, temporary work of every kind. Leave the whole site in working, good & tidy condition to the satisfaction of Engineer-in-Charge/ Controlling Officer.
- 9.9. **Employee State Insurance (ESI) for workmen :** Contractor shall have to pay for the Insurance Policy covering provision for ESI, charges and expenses whatsoever in respect thereof or in relation thereto for all the workmen to be engaged by the contractor. WBSEDCL shall not be liable for ESI for medical treatment for any workmen or other person employed by the Contractor.

## 10. Change of Quantity/Quantity :



The quantity mentioned in the schedule of work is provisional only which may vary up to any extent or may be deleted altogether. WBSEDCL reserves the right to vary the quantities as may be necessary. Payment shall be made as per actual execution on the basis of joint measurement signed by the Contractor or his authorized representative and WBSEDCL's representative.

**11. Labour License:**

Contractor will have to obtain Labour License in respect of the above work as per Contract Labour (Regulation & Abolition) Act, 1970.

Contractor shall furnish employment card to each worker with one copy of passport sized photograph of the worker working at site for the work.

**12. Compliance of Labour Laws :**

The Contractor shall comply all statutory Labour Laws to protect the labourers engaged by them. In this connection the contractor will be required to execute an Indemnity Bond (as per specimen enclosed as **Annexure VI**) within 15 (fifteen) days from the date of issuance of the LoA before physical commencement of the Work.

**13. Prior Permission :**

If any work related to underwater inspection, operation of TRT Gate at Lower Dam of PPSP, prior written permission of the Engineer-in-Charge/ Controlling Officer shall have to be obtained.

**14. Deductions of Provident Fund and remittance thereof in respect of Contract Labours :**

In respect of casual workers or workers engaged for any job for a very short duration or sporadic nature having no employer-employee relationship (any related work done by outer agency) and engaged in works which are neither preparatory, nor incidental nor any way connected with the main operation of the establishment, deduction of provident fund and remittance thereof in respect of the contract labours will not be applicable.

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

**15. GST :**

The Purchase Order price is exclusive of GST(as applicable) and the same will be paid extra, on production of original documentary evidence at the rate applicable at the time of physical delivery, provided the physical delivery is made within the stipulated delivery time as per delivery clause from the date of issue of dispatch instruction and the offer of inspection is received within the schedule delivery period given in the Purchase Order. In case however, the materials / equipment are offered for inspection after schedule delivery period, GST will be paid at the rate prevailing at the time of schedule delivery period or at the time of actual delivery whichever is lower, unless any amendment in this regard is issued by the Ordering Authority. TDS under GST will be applicable.

**16. Paying Authority :**

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



Authority.

#### **17. Terms of Payment :**

- 17.1 The bills shall normally be released within 30 (thirty) days of its submission if all formalities as per terms of the contract is maintained. The final bill shall be released on completion of the work in all respect and fulfilment of all contractual obligations by the contractor.
- 17.2 The company reserves the right to recover/ enforce recovery of any overpayments detected after payment as a result of post-payment audit or technical examination or by any other means, notwithstanding the fact that the amount of disputed item, if any, of the contractor exceeds the amount of such overpayments and irrespective of the fact whether such disputed claims of the contractor are subject matter of court of law or not. The amount of such overpayment may be recovered from subsequent bill, under the contract, failing that from contractor's claim under any other contract with the company or from contractor's security deposit or from the amount retained or the contractor shall pay the amount of the overpayment on demand.
- 17.3 The Contractor shall submit the following documents for release of payments:
- GST Tax invoice in triplicate.
  - Documents of payment of EPF against all workmen.
  - Insurance coverage (Workmen's Compensation Insurance & ESI against all workmen.
  - Payment pre-receipt.
  - Guarantee / Warranty Certificate of the supplied items with delivery challan as directed by the Engineer-in-Charge / Controlling Officer.

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

#### **18. Completion of Contract:**

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

#### **19. Idle Labour / Machinery :**

Whatever the reason may be, no claim for idle labour and machinery, additional establishment cost, hire and labour charges of tools & tackles would be entertained by WBSEDCL, under any circumstances.

#### **20. Defective Materials:**

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



**21. Manual, Technical Data Sheet & Drawings:**

Manual, Technical Data Sheet of TRT, TRT Gate & drawings for the application area shall be supplied by the successful contractor. All the equipment required the underwater inspection & HD-Quality Video Recording shall be calibrated and tested before use.

**22. Material and Workmanship:**

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

**23. Extension of Time:**

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

**24. Liquidated Damage:**

24.1 If the contractor fails to complete the work successfully within the time specified in the contract or any extension thereof, the company shall recover from the contractor as liquidated damages a sum of 0.143% of the contract value of the works for each calendar day of delay, subject to a maximum of 10% of the contract value of the work subjected to Force Majeure.

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

**25. Cancellation/Termination of Order :**

The time period for effecting complete the work order as indicated through the delivery schedule/completion schedule enclosed shall have to be treated as the essence of the contract. The Company reserves the right to repudiate the contract if the above period is not strictly adhered to. In the event of failure in effecting the desired completion of work order within above stipulated due date as incorporated through the schedule enclosed, the above order may be cancelled on submission of necessary notice in this regard and fresh order may be placed on the next higher bidder or on any other bidder, as a result of which the extra cost thus liable to be incurred shall be realised from the original contractor's pending bills which may be lying with the WBSEDCL.

**26. Deduction of Taxes:**

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



**27. Force Majeure :**

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

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

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

**29. Completion of Work :**

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

**30. Controlling Officer:**

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

**31. Liability of Accidents and Damage :**

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

Until the completed work is taken over by WBSEDCL, the Contractor shall also be liable for and shall indemnify WBSEDCL 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.

**32. Safety Rules:**

In respect of all labour deployed in the work, the Contractor shall, at their expense, arrange for all the safety provisions as per Indian safety codes and all such other Acts as applicable.

The Contractor shall observe and abide by all fire and safety regulations. Before commencement of work, the Contractor shall furnish all details of safety measures to the Engineer-in-Charge/ Controlling Officer that are to be adopted at site and must make good to the satisfaction of WBSEDCL any loss or damage due to fire/mishandling of any portion of the work done or to be done under this contract or to any of the WBSEDCL's existing property.



For underwater inspection and work, PPE kits i.e. diving suit, diving helmet/full-face mask, fins, regulator, scuba tank for air supply, gloves, underwater lights, underwater camera, knife or cutting tool for emergency situations and work tasks, safety harness and tether for surface support and emergency retrieval, emergency signalling device like surface marker buoy or flares, surface support equipment like communication equipment, emergency oxygen etc., tools and equipment for underwater work like underwater welding and cutting equipment, inspection gauges and instruments, hydraulic or pneumatic tools etc., backup air supply, umbilical cables, underwater GPS and navigation system etc., shall be arranged by the contractor with proper valid certifications. Deputed drivers shall have proper commercial diving license for this type of underwater work.

The contractor should follow statutory rules for operation of lifting tools/tackles/gears including barge fitted crane as per factory act-1948 section 28 & 29. During the execution of the work, there should not be any water current nearby the work area. Proper emergency procedure should be adopted during the work by the contractor.

In cases of pandemic situations (such as COVID-19), the work shall only be continued following all the safety instructions, guidelines and protocol as may be fixed by the Govt. of India and Govt. of West Bengal time to time.

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 equipment 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 prominent place of 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 inspection by WBSEDCL.

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

All storage, handling and use of flammable liquids shall be under the supervision of qualified persons.

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

**Reporting of Accidents:**

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

**Serious Injuries:**



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

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

**Fatal Accident:**

Fatal accident must be reported immediately to WBSEDCL as well as to the local Police Station.

**Penalty:**

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

**33. Legal Jurisdiction :**

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

**34. Equipment & machineries :**

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

**35. Risk Purchase :**

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

**36. Holiday Listing :**

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

**37. Sheds, Stores and Yards:**

The Contractor shall at its own cost built up sheds, stores and yards in the specified area provided by WBSEDCL. The location, sizes and shapes of the proposed sheds, stores and yards are to be approved by



**the Engineer-in-Charge prior to actual execution. It shall keep sufficient quantity of materials and plant in stock at each such sheds, stores and yards so as to avoid any delay for carrying out of the work with due expedition and the Engineer-in-Charge and his representative shall have free access to the said sheds, stores and yards at any time for the purpose of inspecting the stock of materials or plant so kept in hand. Any materials or equipment which the Engineer-in-Charge may object shall not be brought upon or used in the work, but shall be forthwith removed from the sheds, stores or yards by you at your own cost.**

**38. Limitation of Liability :**

Except in cases of gross negligence or wilful misconduct,

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



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SCOPE OF WORK (SOW)



## SCOPE OF WORK

### Subject:

Underwater Inspection & HD-Quality Video Recording at Tail Race Tunnel Gate No. 2 at Purulia Pumped Storage Project Site (PPSP), Bagmundi, Purulia, West Bengal, 723152.

### Background:

We are operating a 4 × 225 MW Purulia Pumped Storage Project (PPSP), under West Bengal State Electricity Distribution Company Limited (WBSEDCL), located at Bagmundi, Purulia, West Bengal-723152. The project comprises reversible Francis type vertical machines and functions as a closed-loop generation and pumping system. During generation, water flows from the Upper Dam to the Lower Dam, while during pumping operation, the flow direction is reversed.

The water conductor system segment extending from the Lower Reservoir up to the Draft Tube comprises two Tail Race Tunnels (TRTs), each provided with a TRT gate. These tunnels are further bifurcated as follows:

- i) TRT No. 1 is connected with Units 1 and 2 through separate draft tube tunnels.
- ii) TRT No. 2 is connected with Units 3 and 4 through separate draft tube tunnels.

The key hydraulic elevations are as follows:

- Bottom sill level of TRT Gates: EL 283.5 m
- Bottom sill level of DT Gates: EL 243.8 m
- Full Reservoir Level (FRL) of Lower Dam: EL 337 m
- Minimum Drawdown Level (MDDL) of Lower Dam: EL 300 m

For carrying out any maintenance or inspection work upstream of Draft Tube Gates of Units 3 and 4, it is mandatory to achieve complete isolation by ensuring full closure of TRT Gate No. 2 without any leakage, and complete dewatering of TRT No. 2. However, during recent maintenance activities involving DT Gates of Units 3 and 4, complete drainage of TRT No. 2 could not be achieved despite closure of TRT Gate No. 2 and other associate work to complete the drainage process. This indicates possible leakage in the gate sealing system or adjacent civil structures.

To investigate this anomaly, a detailed underwater inspection of TRT Gate No. 2 and its adjoining structural interfaces has been planned. The objective of this inspection is to identify the root cause of unsuccessful dewatering, which may include gate seal failure, improper seating, structural cracks, or water passage through surrounding concrete interfaces.

### Underwater Inspection Area Details:

- i. Tailrace Gate:
  1. Type: Slide Gate with bypass valve
  2. 6.9 m (span) x 8.7 m (height)
  3. Lifting height: 56.69 m
- ii. Water Depth: Minimum 35 meter & maximum 40 meter.
- iii. Entrance & Movement: Through the TRT Gate Chamber
- iv. Unit 3 & 4 shall be at standstill condition.
- v. EL:
  1. Bottom Sill Level of TRT: EL283.5 m
  2. Live Water Level: EL318 m (Approximate)

### Inspection, Videography & Restoration:

- i. Deployment of a highly skilled and experienced diving team with extensive experience in dam/port/deep-water diving operations.
- ii. A detailed inspection of the TRT gate including guide tracks, rollers, seal surfaces, gate slots and adjacent structural elements. This inspection shall identify issues such as debris, siltation, misalignment, damage or obstructions. Live footage of underwater inspection shall be shared with the Engineers of WBSEDCL.
- iii. Identification of the cause of water leakage. In case of minor obstructions such as wood, debris, or foreign materials along the sealing path or track, the same will be removed to facilitate proper sealing of the gate along with minor repair work.



- iv. In case the inspection reveals major defects or extensive corrective work involving the gate mechanism, guide track, or associated structures, the same shall be treated as an additional scope of work, which may be planned later on depending on the situation.

**Submission of Reports:**

Inspection report along with HD Quality videography shall be consist of root cause and recommendations. HD-quality videography shall be stored in pen drive and shall be handed over to WBSEDCL within 05 days from the completion date of underwater inspection.

**Divers, Tools-tackles and Protective Gear:**

- i. The Contractor shall, at their expense, arrange for all the safety provisions as per Indian safety codes and all such other Acts as applicable, in respect of the workers deployed for the work.
- ii. The Contractor shall observe and abide by all fire and safety regulations.
- iii. For underwater inspection and work, PPE kits i.e. diving suit, diving helmet/full-face mask, fins, regulator, scuba tank for air supply, gloves, underwater lights, underwater camera, knife or cutting tool for emergency situations and work tasks, safety harness and tether for surface support and emergency retrieval, emergency signalling device like surface marker buoy or flares, surface support equipment like communication equipment, emergency oxygen etc., tools and equipment for underwater work like underwater welding and cutting equipment, inspection gauges and instruments, hydraulic or pneumatic tools etc., backup air supply, umbilical cables, underwater GPS and navigation system etc., shall be arranged by the contractor with proper valid certifications. If, any electric power is required, WBSEDCL shall provide the electric point only at free of cost. However, an alternative power source as back-up source shall be arranged by the Contractor for the successful completion of the work.
- iv. During underwater inspection, maintain continuous communication between the divers and surface team using underwater communication system.
- v. Deputed divers shall have proper commercial diving license for this type of underwater work.
- vi. All risks & liabilities shall be under the Contractor's scope.



**SECTION 5**

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**SAMPLE FORMS (Bid Forms & Attachments)**



List of Annexure

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



**Annexure - I****CHECK LIST**

Sl. No.	List of Documents (Scanned Copy of Documents to be uploaded by main bidder only)	Name of folder	To be submitted in cover	Submitted (Y/N)
1.	Bid proposal ( <b>Annexure IV</b> )	Annexure	Statutory cover (Technical proposal)	
2.	Notice Inviting Tender / Tender Documents	NIeT	Statutory cover (Technical proposal)	
3.	Addenda / corrigenda (if published), response to query (if any)	NIeT	Statutory cover (Technical proposal)	
4.	Check List ( <b>Annexure I</b> )	Forms	Statutory cover (Technical proposal)	
5.	Pro-forma for undertaking to be submitted by the Bidders ( <b>Annexure III</b> )	Annexure	Statutory cover (Technical proposal)	
6.	Format of Letter of Bid ( <b>Annexure II</b> )	Annexure	Statutory cover (Technical proposal)	
7.	Declaration Sheet (Form-II)	Forms	Statutory cover (Technical proposal)	
8.	Deviation Sheet (Form- III)	Forms	Statutory cover (Technical proposal)	
9.	Summary statement of average annual turnover (Form VI)	Forms	Statutory cover (Technical proposal)	
10.	Statement of orders executed last three financial years (2024-25, 2023-24, 2022-23, (Form VII)	Forms	Statutory cover (Technical proposal)	
11.	Proof of Company Incorporation/ Trade Licence	Company Details	Non-Statutory cover (Technical proposal)	
12.	PAN Card details	Certificates	Non-Statutory cover (Technical proposal)	
13.	Final GST registration certificate	Certificates	Non-Statutory cover (Technical proposal)	
14.	P Tax Payment Certificate	Certificates	Non-Statutory cover (Technical proposal)	
15.	Income Tax return Acknowledgement for the 03 (three) Financial Years (2024-25, 2023-24, 2022-23)	Financial Information	Non-Statutory cover (Technical proposal)	
16.	Annual turnover for last three years(2024-25, 2023-24, 2022-23) and Working Capital for FY (2024-25)	Financial Information	Non-Statutory cover (Technical proposal)	



17.	Evidence of Access to or Availability of Credit/Facilities ( <b>Annexure IX</b> )	Financial Information	Non-Statutory cover (Technical proposal)	
18.	Order(s)/ Contract Agreement(s) issued by the purchaser, Completion Certificates, Commissioning Reports signed by the Purchaser/Ordering Authority to substantiate timely completion of the work and Satisfactory Performance Certificate issued by the Owner / Beneficiary.	Credential	Non-Statutory cover (Technical proposal)	
19.	Self-Declaration of Debarring by any Government Department / Govt. Undertakings / Enterprise / Reputed Private Organizations etc. ( <b>Annexure XIV</b> )	Declaration	Non-Statutory cover (Technical proposal)	
20.	Litigation History ( <b>Annexure XVI</b> )	Declaration	Non-Statutory cover (Technical proposal)	
21.	Others : Any other documents found necessary	Declaration	Non-Statutory cover (Technical proposal)	

-----  
 (Signature of the Bidder  
 with office seal and date)



**Format of Letter of Bid**

To  
 The Chief Engineer & Project Manager,  
 Purulia Pumped Storage Project, WBSEDCL,  
 Vidyut Bhavan, 5th Floor, Block - A,  
 Bidhannagar, Block - DJ, Sector - II, Kolkata - 700091  
 E-mail: ppsphq@wbasedcl.in

**Tender No:-**

Dear Sir,

Having examined the Statutory, Non-statutory & NIT documents, I/we hereby like to state that I/we willfully accept all your conditions and offer to supply the item(s) as per Tender No. stated above. I/We also agree to guarantee to replace or repair any defect, whenever it is detected, in the equipment/materials to the satisfaction of the purchaser in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_

Full name of applicant: \_\_\_\_\_ Signature: \_\_\_\_\_

In the capacity of: \_\_\_\_\_ Duly authorized to sign bids

For & on behalf of (Name of Firm): \_\_\_\_\_ (In block capitals or typed)

Office address:

Telephone no(s) (office): \_\_\_\_\_ Mobile No: \_

Fax No: \_\_\_\_\_

E mail ID: \_\_\_\_\_

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



**Form - II**

**DECLARATION SHEET**

I.....certify that all the information pertaining to this offer are correct and are true representation of the materials covered by our Formal proposal number.....dated..... .

I hereby certify that I am duly authorized representative of the supplier whose name appears above my signature.

Supplier's Name: .....

Authorised Representative's Signature.....

**Manufacturer's Intent:.....**

**The manufacturer hereby agrees to fully comply with the requirements and intent of this specification for the Price Indicated.**

.....

.....

Authorised Representative's Signature

Specific exception to specifications

General & supplementary conditions

If any, tabulate & sign below



**Form - III**

**DEVIATION SHEET**

1. If the proposal has got any deviation from the Technical Specification, the tenderer shall tabulate those deviations here clause by clause.				
Sl. No.	Clause No.	Description	Deviation offered	Remarks
2. If the proposal has got any deviation from the requirement of the commercial terms specified, tenderer shall tabulate those deviations here clause by clause.				
Sl. No.	Clause No.	Description	Deviation offered	Remarks

**Designation**

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

NOTE: When there is no deviation this sheet is to be submitted with the offer duly signed with an endorsement indicating "No Deviation". Deviations not indicated here will not be taken into consideration.



**Form -VI****CERTIFICATE REGARDING SUMMARY STATEMENT OF YEARLY TURNOVER**

This is to certify that the following statement is the summary of the audited Balance Sheet arrived in favour of ..... for the 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.	Turnover rounded up to in lakh	
1.		
2.		
3.		
Total		

Average Turnover:

**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.



**Form -VII**

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

Sl. No.	Name of the Items supplied	Financial year	Order No. and date	Name of Purchaser / order issuing authority	Quantity ordered	Quantity supplied /delivered	Performance report of supplied items(scanned copy of certificate to be submitted)	Challan/SRV Nos as proof of delivery (scanned copy of documents to be submitted)	Remarks

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



(On the Bidder's Letterhead)

**DECLARATION OF NOT BEING BLACKLISTED/DEBARRED/PUT ON HOLIDAY LIST**

Certified that our Company, M/s ..... is not blacklisted/ debarred/ suspended or put on holiday list by any Statutory/Regulatory/ Government Authorities / State Electricity Utility/ PSU in India.

It is certified that the information furnished above is true to the best of my knowledge and belief.

Bidders Name:

Signature of the Tenderer:

Designation:

Seal of the Company Date:



(On the Bidder's Letterhead)

DECLARATION REGARDING NO LITIGATION AGAINST WBSEDCL

We hereby declare that, no legal litigation/arbitration is pending/ongoing against WBSEDCL in any court/Forum against/by the bidder or its sister concern/Director/Partner/Proprietor.

If it is found at any stage of tendering, our offer will be rejected and I/We don't have any objection on the same.

Bidder's Name:

Signature of the Tenderer :

Designation:

Seal of the Company

Date:



**ANNEXURE-III**

**PROFORMA FOR UNDERTAKING TO BE-SUBMITTED BY THE BIDDER**

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

I, .....,Partner/Legal Attorney/Accredited

Representative of M/s, solemnly declare that:

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

(Signature of Authorized Signatory)

Name:

Designation:

Seal:



**BID PROPOSAL**

Bidder's Name and Address:

Bid Proposal Reference:

Person to be contacted:

Designation:

Telephone No.:

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

Sub: Proposal for .....

Ref: NIET No.: .....

Dear Sirs,

- 1.0 We, the undersigned Bidder, have read and examined in detail the specifications and Bid documents of the above work and hereby propose to execute the work as detailed in specification and documents.
- 2.0 PRICES AND VALIDITY
  - 2.1 Our prices stated in the bid are firm. Price adjustment is not applicable in line with the bidding document
  - 2.2 All prices and other terms and conditions of this proposal are valid for a period of 180 days after the date of opening of Financial Bid.
  - 2.3 We further declare that prices stated in our Proposal are in accordance with your "Instruction to Bidders" included in Condition of Contracts of Bid documents.
  - 2.4 We confirm that our bid prices include all other taxes and duties and levies except GST and confirm that any such taxes, duties and levies additionally payable shall be to our account. We further confirm that no tax, duties in any form shall be payable by WBSEDCL except



GST as per Rule.

2.5 We further declare that if any income-tax, surcharge/cess of income tax or any other corporate tax is attracted under the law, we agree to pay the same.

3.0 Earnest Money Deposit :

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

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

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

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

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

8.0 DEVIATIONS:

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

9.0 WORK SCHEDULE:

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

10.0 CONTRACT PERFORMANCE GUARANTEE:

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

11.0 QUALITY PLANS:



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

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

12.0 CHECK LIST

We have included a Check List duly filled in.

Dated this ..... day

of .....20....

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

(IN BLOCK CAPITALS)



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

ARTICLES OF AGREEMENT made this .....day of .....in the year..... between West Bengal State Electricity Distribution Company Limited (WBSEDCL), a statutory body constituted by the Govt. of West Bengal having its Head Office at "Vidyut Bhavan", Block DJ, Sector II, Salt Lake City, Kolkata-700091, hereinafter referred to as the "Company" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors and assigns) of the ONE PART

AND

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

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

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

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

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

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

IN WITNESS WHEREOF the parties have hereunder affixed their signature, on the day, the month



and year written as above.

SIGNED, SEALED AND DELIVERED

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

\*Notes: Only for Successful bidder



**Annexure - VII**

**PROFORMA OF BANK GUARANTEE FOR BID GUARANTEE/EARNEST MONEY**

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

Ref.....

Bank Guarantee No.....

Date :.....

To

The West Bengal State Electricity Distribution Company Limited, Vidyut Bhavan, 4th Floor,  
DJ Block, Sector - II,  
Salt Lake, Kolkata-700091.

Dear Sirs,

In accordance with your Notice Inviting Tender (NIT) under your Tender & Specification No. .... due on..... M/s. .... having its Registered Head Office at .....(Hereinafter called the Bidder) wish to participate in the said Tender for ..... As an irrevocable Bank Guarantee against Bid Guarantee for an amount of Rs. .... is required to be submitted by the Bidder as a condition precedent for participation in the said Tender, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Documents.

We, the ..... Bank at ..... having our Head Office at .....

(Address of Bank) guarantee and undertake to pay immediately on demand by West Bengal State Electricity Distribution Company Limited (WBSEDCL) the amount of Rs. .... (in words and figures) without any reservation, protest, demur and recourse. Any such demand made by said Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder. This Guarantee shall be irrevocable and shall remain valid upto @.....If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s.....on whose behalf this Guarantee is issued.

All rights of West Bengal State Electricity Distribution Company Limited under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless WBSEDCL brings any suit for section to enforce claim under this Guarantee against the Bank within three months from the above-mentioned expiry date of validity or, from that of the extended date.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this ..... day of ..... 202..... at .....

**WITNESS**

.....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

(Official Address)

(Official Address)

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



Date.....

@ This date should be initially for six months and may be extended from time to time.

**Note : i) The Bank Guarantee should be executed in line with above proforma and on Non Judicial Stamp Paper of Rs. 100.**

**ii) 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.**



**Annexure – XII****LIST OF WORK ORDER IN HAND**

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

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(Signature of the Bidder  
with office seal and date)



**Annexure - IX****PROFORMA FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES**  
**(TO BE GIVEN BY BANKER OF BIDDER)****BANK CERTIFICATE**

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

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

SL. No.	TYPE OF FACILITY	SANCTIONED LIMIT AS ON DATE	UTILIZATION AS ON DATE.....

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

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

SEAL OF THE BANK



**Annexure –XVII****PROFORMA OF THE BANK GUARANTEE FOR ADDITIONAL CONTRACT  
PERFORMANCE GUARANTEE/ PERFORMANCE SECURITY DEPOSIT**

To

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

(For and on behalf of the BANK)

(Designation)

(Code Number)

(Address)

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

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



**SECTION 6**

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**BILL OF QUANTITY (BOQ)**

**(To be completed and submitted in the Finance Folder of [www.wbtenders.gov.in](http://www.wbtenders.gov.in))**



**SECTION 7**

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**DRAWINGS**



