



West Bengal State Electricity Distribution Company Limited
(A Government of West Bengal Enterprise)

OFFICE OF THE CHIEF ENGINEER

Pumped Storage Project Department

5th Floor, C - Block, Vidyut Bhavan, Block - DJ, Sector-II, Salt Lake,
Kolkata-700091, West Bengal, INDIA, Telephone No. : +913323197746/+913323345855

Fax No. : +913323345855, Website : www.wbsecl.in, e-mail : cepspd@wbsecl.in

CIN : U40109WB2007SGC113473

4 X 250 MW Turga Pumped Storage Project Purulia, West Bengal

**Construction of Project Road and Main Access Tunnel for 4 X 250 MW
Turga PSP at Baghmundi, Purulia, West Bengal**

NIeT No. : PSPD/2R4/TURGA-PROJECT ROAD & MAT/16/2026-27

Dated 02/06/2026

TENDER DOCUMENT

CHIEF ENGINEER
PUMPED STORAGE PROJECT DEPARTMENT
5TH FLOOR, BLOCK-C, VIDYUT BHAVAN,
KOLKATA-700091
WEST BENGAL, INDIA
WBSEDCL





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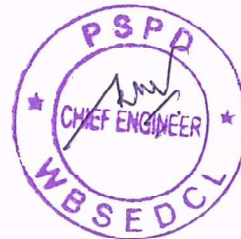
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SECTION - 1

NOTICE INVITING e-TENDER (NleT)





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NOTICE INVITING e-TENDER (NieT)

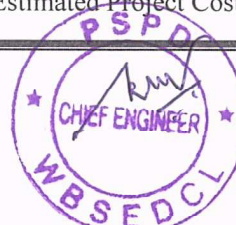
NieT No. : PSPD/2R4/TURGA-PROJECT ROAD & MAT/16/2026-27

Date : 02.06.2026

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

- Name of the Work** : Construction of Project Road including Ancillary Structures and Main Access Tunnel (MAT) including Power House Adit for 4 X 250 MW Turga PSP at Bagmundi, District Purulia, West Bengal.
- Location of the Work Site** : The Project area is located in the Ayodhya Hills at Bagmundi Block of Purulia District in the state of West Bengal.
- Access to the Project** : The project Location is well connected by a network of access roads from all the major cities in the state. The Project site can be approached by a jeep able road taking off from Balarampur-Bagmundi State Highway. The project area is situated at a distance of approximately 450 km from Kolkata. The nearest Rail head is located at Barabhum (Balarampur) and nearest Airport is located at Ranchi. The nearest Ports are Haldia and Kolkata respectively.
- Estimated Project Cost** : **Rs. 72,77,28,570.00** (Rupees Seventy Two Crore Seventy Seven Lakh Twenty Eight Thousand Five Hundred Seventy only), which is exclusive of GST. GST will be paid extra as per prevalent rules & regulations. The Estimated Project Cost is inclusive of 1% BOCWW Cess.
- Provisional Sum** : **Rs. 7.28 Crore** (Rupees Seven Crore Twenty Eight Lakh only) excluding GST.
- Completion Time** : **18 (Eighteen) months** from the date of actual handing over the site, to be reckoned as Zero Date.
- Earnest Money Deposit (EMD)** : Earnest Money Deposit (EMD) as tender guarantee amounting to **Rs. 5,00,000.00 (Rupees Five Lakh Only)** should be paid in full exclusively through online mode. Tender without Earnest Money Deposit in full shall be summarily rejected.

1. Techno-commercial requirements of the Tenderer (Must Conditions to be fulfilled) :
 - A) Experience of having successfully executed similar works during last 10 (ten) years from the Date of Publication of NieT with fulfilment of any of the following criteria :
 - 3 similar works, each costing not less than 30% of the Estimated Project Cost or,
 - 2 similar works, each costing not less than 40% of the Estimated Project Cost or,
 - One similar work, costing not less than 70% of the Estimated Project Cost.



- B) Valid PAN, GSTIN & Current Challan, Labour License, ESIC / Medclaim (for non-ESI coverage area, if any) & Current Challan, Professional Tax (PT) Registration & Current Challan, PF Registration & Current Challan.
- C) Average Annual Turnover during last 5 (five) Financial Years (2024-25, 2023-24, 2022-23, 2021-22 & 2020-21) not less than 30% of the Estimated Project Cost.
- D) Working Capital for the Financial Year 2024-25 shall not be less than 30% of the Estimated Project Cost.
- E) Net Worth for each of the last 3 (three) Financial Years (2024-25, 2023-24, 2022-23) should be positive.
- F) Submission of Annual Audited Financial Report and IT Returns for last 3 (three) Financial Years (2024-25, 2023-24, 2022-23).

For detailed requirements, please go through the Instructions to Tenderers (ITT).

2. Earnest Money Deposit (EMD) should be paid in full exclusively through online mode in the website <<https://wbtenders.gov.in>>. Any kind of Partial payment is not allowed. To pay EMD through online mode, the prospective Tenderers 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 Tenderer will print the challan and use the pre-filled information to make RTGS / NEFT payment using his / their bank account. Once the payment is made, the Tenderer will come back to the e-procurement portal to continue the tendering process after expiry of a reasonable time to enable the RTGS / NEFT process to be completed. The Tenderer 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 tender may take time for bank settlement which is updated in 24 Hrs. (approx.). To avoid any complicity, those Tenderers opting for payment through NEFT / RTGS mode shall make payment well before 24 Hrs.

The bank account used for payment of EMD by the Tenderers 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 Tenderer withdraw tender during the period of "Processing the Tender".

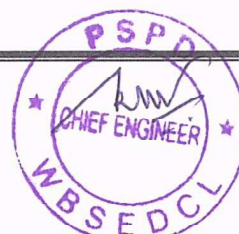
b) In case of Successful Tenderer fails to accept the LoI / LoA in specific time limit unequivocally.

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

For the Successful Tenderer, 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 Tender document.

After the placement of Letter of Award (LoA), if the Successful Tenderer, fails to submit the Performance Guarantee as specified in this document, the Earnest Money as submitted by the Tenderer 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, Tenderers 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 Tenderer 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 Tenderer, a formal written application has to be submitted by the Successful Tenderer to the end of the Chief Engineer, Pumped Storage Project Department, WBSEDCL providing all the requisite documents related to EMD.

3. The interested Tenderers shall download the Tender Documents from the website : <<https://www.wbsecl.in>> or <<https://wbenders.gov.in>>. Both Technical and Financial Bids are to be submitted online through the website <<https://wbenders.gov.in>>. All the documents uploaded by WBSEDCL form an integral part of the Tender. Tenderers are required to upload all the Tender 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 Tenderers 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 & Financial Bid through e-Tender portal (<<https://wbenders.gov.in>>) is acceptable. Submission of documents through any other means except uploading in e-Tender portal (<<https://wbenders.gov.in>>) shall not be accepted.
4. Tenderers 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 Tender Document, from any authorized Certifying Authority (CA) under the Controller of Certification Agencies (CCA), Govt. of India. The Tenderers 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 Tender and upload the latest documents as part of the Tender.
5. Clarification, if any, shall be addressed to the Chief Engineer, Pumped Storage Project Department, WBSEDCL, at the address mentioned in Clause No. 8 of NIEt by e-mail within the date as mentioned in Clause No. 17 of NIEt.
6. WBSEDCL reserves the right to modify, amend or supplement this Tender Document after giving notice duly uploaded in the WBSEDCL Website portal <<https://www.wbsecl.in>> or e-Tender portal <<https://wbenders.gov.in>>. The Tenderers are therefore advised to follow the website regularly for such corrigendum, notification etc. Any such amendments shall be part of the Tender document.
7. All clarification and amendments, if any, shall be uploaded in the e-Tender portal <<https://wbenders.gov.in>> 07 (seven) days prior to the deadline of submission of Tender.
8. Interested Tenderers may obtain further information about the Project and the Service at the address below during office hour.

The Chief Engineer,
Pumped Storage Project Department, WBSEDCL,
Vidyut Bhavan, 5th Floor, C - Block,
Bidhannagar, Block - DJ, Sector-II, Kolkata - 700091
West Bengal, India
Ph. No. : +91-3323197746 / +91- 3323345855
e-mail : cepspd@wbsecl.in

9. The Financial Bid of the prospective Tenderer will be considered only if the Technical Bid of the Tenderer 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. Tenders shall remain valid for a period not less than **180 (One hundred eighty) days** from the date of opening of Financial Bid. Tender with shorter validity period shall be rejected as non-responsive. If the Tenderer withdraws / modifies the tender before the period of tender 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 Tenderer uploaded during Tendering process, found incorrect / manufactured / forged, that tender will be considered nonresponsive and outright 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 Tenderer and reserve the right to reject any or all Tenders or to split the whole work to more than one Tenderer 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 Tender will be summarily rejected. No Deviation from the Tender is accepted.
15. Exemption from deposition 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 Tenderers, General Conditions of Contract, Additional Conditions of Contract and Technical Specification of this Tender.
17. **Date & Time Schedule :**

Sl. No.	Particulars	Date & Time
01	Date of Uploading the NIEt and Tender Documents (Online) [Publishing Date]	05.06.2026 at 10:00 hrs.
02	Documents Download Start Date (Online)	05.06.2026 at 11:00 hrs.
03	Query Submission / Clarification Start Date	05.06.2026 at 11:00 hrs.
04	Last Date of Submission of Queries	10.06.2026 at 12:00 hrs.
05	Pre-Bid Meeting	15.06.2026 at 12:00 hrs.
06	Last Date of Uploading of Corrigendum / Addendum	19.06.2026 at 15:00 hrs.
07	Bid Submission Upload Start Date (Online)	20.06.2026 at 11:00 hrs.
08	Bid Submission Upload End / Closing Date (Online)	03.07.2026 at 15:00 hrs.
09	Date for Opening of Technical Bid (Online)	08.07.2026 at 15:00 hrs.
10	Date for Opening of Financial Bid (Online)	Will be intimated later



K. K. Maiti
 (K. K. Maiti) 02/06/26
 Chief Engineer
 Pumped Storage Project Department
 WBSEDCL

SECTION - 2

INSTRUCTION TO TENDERERS (ITT)



ITT.1. General guidance for e-Tendering :

Instructions / Guidelines to the participating Tenderer in e-Tendering are as follows :

1.1 Registration of Tenderer :

Any Tenderer 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 Tenderer is to click on the link for e-Tendering site as given on the web portal.

1.2 Digital Signature Certificate (DSC) :

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

ITT.2. Downloading of Tender Documents :

The Tenderer can search & download NieT & Tender Documents electronically from <https://www.wbsedcl.in> or by logging in to the website <https://wbtenders.gov.in> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

ITT.3. Submission of Tenders :

All the documents of this NieT uploaded by WBSEDCL shall form an integral part of the Contract. Tenderers are required to upload all the Tender Documents along with the other documents, as asked for in the tender, through website. Tenders comprising of Technical Bid and Financial Bid 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 Tenderer 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 Tenderer needs to download the Forms / Annexure, fill up the particulars in designated cell and upload the same in designated location. The Tenderer needs to fill up the rate in the designated cell and upload the same in the designated location.

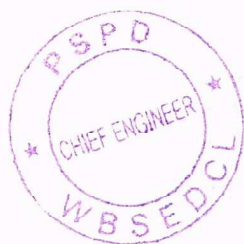
The documents are to be uploaded (virus scanned copy) duly Digitally Signed. The uploaded documents will get encrypted (transformed into non readable formats). The Tenderer shall take note of all the addendum / corrigendum related to the tender and upload the latest document as part of tender.

ITT.4. Eligibility Criteria for Participation in the Tendering :**4.1 General :**

The Invitation of Tenders, 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 Tenderers, which have been placed under Holiday Listing and the term / duration of such listing has not yet expired.

A Tenderer shall not have a conflict of interest.

Any Tenderer found to be having a conflict of interest shall be disqualified.



Tenderers may be considered to have conflict of interest in this tendering process if any of the following conditions / situations arises :

- a) They have a controlling partner in common,
- b) They receive or have received any direct or indirect subsidy from any of them,
- c) They have the same legal representative for purpose of this tender,
- d) 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 tender of another Tenderer, or influence the decisions of the employer regarding this tendering process,
- e) A Tenderer submits more than one tender in the tendering process, either individually (including tender submitted as partner / authorised representative on behalf of one or more Tenderer, wherever permitted as per the provision of Qualification requirement for Tenderers) or as partner in a joint venture, except for alternative Proposals permitted under Invitation to Tenderer. This results in disqualification of all such tenders.

Or

- f) A Tenderer 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 tender,
- g) The Tenderer, directly or indirectly shall not be a dependent agency of the WBSEDCL.

The Tenderer must submit duly signed with stamp copy of Trade license, Certificate of Incorporation / Registration Certificate, GST Registration (GSTIN), PAN Card, PF Registration, ESI Registration / Medclaim (for non-ESI coverage area, if any), Profession Tax Registration as per the applicability. Submission of Audit Report for companies registered under the Companies Act and Tax Audit Report for partnership firm for the last 03 (three) Financial Years (2024-25, 2023-24, 2022-23), Income Tax Return for the last 03 (three) Financial Years (2024-25, 2023-24, 2022- 23) and associated statutory clearances / certifications would be necessary.

A power of attorney, duly notarized, including that the person(s) signing the tender has (ve) the authority to sign the tender and thus that the tender is binding upon the Tenderer 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 Tenderer, if in the opinion of the authority, the qualification data is incomplete or the Tenderer is found not qualified to satisfactorily perform the Contract.

4.2 Technical Eligibility Criteria :

Bona-fide, experienced & resourceful contractors of State / Central Govt., Public Sector Undertakings (PSUs), Govt. Enterprises, Statutory Bodies and reputed Private Organization who have successfully executed similar work during the last 10 (ten) years from the Date of Publication of NIE-T having value of

Three similar works, each costing not less than the amount equal to 30% of the Estimated Project Cost.

Or

Two similar works, each costing not less than the amount equal to 40% of the Estimated Project Cost.

Or

One similar work costing not less than the amount equal to 70% of the Estimated Project Cost.

The word 'similar' shall mean similar nature of work like Construction of Road in undulated terrain (National Highway / State Highway / District Road Category) along with Construction of Tunnels and having experience in construction of Culverts (Box and Pipe), Slope Protection Works etc.

The work shall have to be executed under the Authority of State / Central Government / Public Sector Undertakings (PSU), Government Enterprises, Statutory Bodies and reputed Private Organizations.

Copies of the Letter of Award and Execution Certificate issued by the Contract Awarding Authority indicating Contract Value, Value of work-done, Tenure of Completion, Date of Completion of the Work, Satisfactory Performance Certificate and Detail communicational address along with contact number of the Contract Awarding Authority should be submitted by the Tenderer. [Non-statutory Documents]

4.3 Financial Eligibility Criteria :

- i) This Invitation for Tender, issued by WBSEDCL is open to Tenderers of a Registered Company incorporated in India under the Companies Act or Partnership Firm registered as per Partnership Act 1932 or Proprietorship Firm or Co-operative Society or Statutory Body. Tenderer must submit the copy of Trade License, Certificate of Company Incorporation / Registration Certificate / Partnership Deed / Society Registration Certificate, PAN Card, PF Registration Certificate and Current Challan, Employees' State Insurance Registration / Medclaim (For non-ESI coverage area, if any) and Current Challan, Profession Tax Registration and Current Challan, GST Registration (GSTIN) and Current Challan, Labour License, as per the applicability. Tenderers 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 Tender.
- ii) The Tenderer should have a Minimum Average Annual Turnover @ 30% of the Estimated Project Cost during last 05 (five) consecutive Financial Years for actual participation in the tendering process.
- iii) 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.
- iv) Acknowledgement of Income Tax Return Submission for the last 03 (three) Financial Years.
- v) The Tenderer shall submit reports on the financial standing i.r.o. solvency of the Tenderer's Company / firm as certified by bankers.
- vi) The Tenderer should submit letter of undertaking issued by the bank for availability of credit facility as per enclosed format (**Annexure IX**).
- vii) Working Capital as certified by the auditor in the preceding year of tender submission (FY 2024-2025) will not be less than 30% of the Estimated Project Cost. In case Working Capital



falls below the minimum level of 30%, the shortfall shall be compensated with production of certified credit facility (fund based credit facility only) from a scheduled bank.

viii) Net Worth duly certified by the Auditor for the each of the last 03 (three) Financial Years should be positive.

ITT.5. Joint Venture (JV) / Consortium :

Joint Ventures / Consortiums are allowed to participate in the tender.

- a) Tender submitted by a Joint Venture/Consortium, having not more than 03 (three) partners with one partner as Lead Partner, shall comply with the following requirements as per the “Eligibility Criteria for Participation in the Tendering” stated in Clause No. 4 of ITT :
 - One of the partners shall be authorized by the other partners of the JV / Consortium for performing the key role in execution of the contract and shall be designated as Lead Partner. The Lead Partner shall be authorized by submitting with the tender a Power of Attorney signed by legally authorized signatories of all the partners of the JV / Consortium as per **Annexure XI**.
 - The tender shall be signed by the Lead Partner or its authorized representative.
 - On behalf of the JV, the Lead Partner shall be authorized to incur liabilities, to receive instructions from WBSEDCL including payment and correspondence with WBSEDCL. The Lead Partner shall be held exclusively responsible for the entire execution of the contract.
 - A Joint Venture / Consortium Agreement entered into by the partners shall be submitted with the tender as per **Annexure X**, including inter-alia delineation of responsibilities and obligations of each partner appended thereto, notwithstanding the joint and several liabilities.
 - The Joint Venture / Consortium Agreement should indicate precisely the responsibilities of all partners of JV/Consortium in respect of this work and fulfilment of the contract.
 - For JV / Consortium, the Lead Partner should fulfil at least 60% of the minimum criteria and combination of partners must fulfil 100% of the minimum criteria listed in the Technical Eligibility Criteria as stated in Clause No. 4.2 of ITT (“seven (7) years” remains unchanged). Failure to comply with those requirements will result in rejection of the joint venture tender.
 - In case of JV/ consortium, Bank Solvency Certificate of the Lead Member will be sufficient.
 - A Company can be a partner in only one JV / Consortium; tenders submitted by Joint Ventures/Consortiums including the same firm as partner will be rejected.
- b) In case a tender is submitted by a JV / Consortium, all the partners of the JV / Consortium shall meet, individually, the qualification set forth at Clause No. 4.3(a), 4.3(c), 4.3(d), 4.3(e), 4.3(h) of ITT and collectively the requirement of Clause No. 4.3(b), 4.3(f), 4.3(g) of ITT. The figures for each of the partner of the JV shall be added together to determine the Tenderer’s compliance with the minimum qualifying criteria set out in Clause No. 4.3(b), 4.3(f), 4.3(g) of ITT above.

ITT.6. Technical Bid :

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

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

- a) NleT, b) Annexure & c) Forms
- a) **To be submitted in “NleT” folder**
 - i) Tender Documents duly signed with stamp.
 - ii) Addenda / Corrigenda (if published) or response to Pre-Bid Query (if any) duly signed with stamp.



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

b) To be submitted in “Annexure” folder

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

c) To be submitted in “Forms” folder

- i) Check List (**Annexure I**).
- ii) Summary statement of Annual Turnover, Working Capital, Balance Sheet (FY 2024-25, 2023-24, 2022-23) and Profit and Loss Accounts (FY 2024-25, 2023-24, 2022-23) certified by Chartered Accountant / Auditor. In case the Tenderer is not a company, certificate of Tax Auditor may be submitted.
- iii) Statement of Orders executed.

(Downloaded forms of the Tender Document are to be filled up, digitally signed by the Tenderer, virus scanned and uploaded in the respective folders).

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

6.2 Non-Statutory Cover containing 05 (five) 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 tender has (ve) the authority to sign.

II. Certificates :

- PAN Card Details.
- GSTIN Registration Certificate and Current Challan.
- Professional Tax (PT) Registration and Current Challan.
- Labour License.
- PF Registration Certificate and Current Challan.
- ESI Registration / Medclaim (for non-ESI coverage area, if any) & Current Challan.
- Joint Venture / Consortium Agreement, if any (**Annexure X**).

III. Financial Information :

- Acknowledgement of Submission of Income Tax Return for the last 03 (three) Financial Years.
- Banker’s Certificate in the specified format for Credit Facility as annexed (**Annexure IX**), if applicable.

IV. Credential :

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



V. Declaration to be given by the Tenderer :

- List of Work Order in hand. - (Annexure XII)
- List of Key personnel along with their experience and qualification, tools, plants, equipment and machineries to be engaged for the project. - (Annexure XIII)
- A Self Declaration of the authorised signatory of the prospective Tenderer 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 NIE-T. - (Annexure XIV)
- A Self Declaration of the authorised signatory of the prospective Tenderer or any of the constituent partners should be submitted in respect of Historical Contract Non-Performance confirming that the prospective Tenderers or any of their constituent partner have neither been abandoned from any entrusted work nor any of their contract have been rescinded during the last 5 (five) years. - (Annexure XV)
- A Self Declaration of the authorised signatory of the prospective Tenderer or any of the constituent partners should be submitted regarding any past and current litigation history with WBSEDCL / WBSETCL / Government / PSU in which Tenderer is involved during the last 5 (five) years. - (Annexure XVI)
- Others : Any other documents if found necessary to be submitted by the Tenderer.

Note :

- Failure of submission of any of the above-mentioned document(s) may render the tender liable to be summarily rejected.
- The documents uploaded should be digitally signed using the Digital Signature Certificate (DSC).
- In case of JV / Consortium, the non-judicial stamp papers should be purchased in the name of Lead Partner.

ITT.7. Opening of Technical Bid :

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

- a) Intending Tenderers may remain present if they so desire.
- b) Technical Bids for those tenders, whose EMD has been submitted in online mode will only be opened.
- c) 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 tender will summarily be rejected and the Non-statutory cover shall not be opened.

ITT.8. Financial Bid :

The Financial Bid should contain the following documents in one cover i.e. Bill of Quantity (BOQ). The intending Tenderer(s) is requested to quote their Price through online against the specified format of the BOQ.

Pursuant to scrutiny & decision of the Tender Evaluating Authority, WBSEDCL, the Financial Bid will be opened.



ITT.9. Submission of Earnest Money Deposit :

- a) Earnest Money Deposit shall be submitted in online mode. The details are furnished in Clause No. 2 of NleT.
- b) For the Unsuccessful Tenderers, 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.
- c) Earnest Money Deposit shall be refunded to Successful Tenderer after submission of Contract Performance Guarantee.

ITT.10. Responsibility of Tenderers :

- a) WBSEDCL will not assume any responsibility regarding information gathered, interpretations or conclusions made by the Tenderer or regarding information, interruption or deductions the Tenderer 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 Tenderers 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 tender.
- 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 Tenderer.
- d) The Tenderer is expected to examine carefully all instructions, conditions, forms, schedules terms, annexure, specifications and drawings in the Tender Document. Failure to comply with the requirements of tender submission will be at the Tenderer's own risk. Tenders, which are determined to be not substantially responsive to the requirement of the Tender document, will be rejected.

ITT.11. Cost of Tendering :

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

ITT.12. Clarification of Tender Document :

Should there be any discrepancy or obscurity in the meaning of any clauses of the Tender Document or if there be any query of the intending Tenderer, the Tenderer 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 NleT. The clarifications given in response to such queries shall be final and binding on the Tenderer.



Office of the Chief Engineer,
Pumped Storage Project Department (PSPD),
West Bengal State Electricity Distribution Company Limited (WBSEDCL),
Vidyut Bhavan, 5th Floor, C - Block,
Block - DJ, Sector - II, Bidhannagar, Kolkata - 700091, e-mail : cepspd@wbsecl.in

ITT.13. Pre-Bid Meeting :

- a) A Pre-Bid meeting shall be arranged by WBSEDCL on the date and time mentioned in the NIE-T in which all the Tenderers will be requested to attend. If there be any discrepancy or obscurity in the meaning of any clauses of the Tender Document or if there be any query of the intending Tenderer, the Tenderer shall submit their queries to the Tendering Authority before the specified date. The clarification given in the Pre-Bid discussion shall be final and binding on the Tenderer, being a part of the original Tender Documents.
- b) Non-attendance of the Pre-Bid discussion will not be a cause for disqualification of Tenderers.
- c) Pre-Bid proceeding shall be circulated among all Tenderers through online.

ITT.14. Amendment to Tender Document :

- a) At any time prior to the deadline for submission of tenders, WBSEDCL may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Documents by issuing amendments. Any such amendment shall be part of the Tender Documents.
- b) Any corrigendum, notification concerned to this NIE-T will be published in the e-Tender portal <<https://wb-tenders.gov.in>> and it will be treated as a part and parcel of the Tender. Tenderers are advised to follow the website regularly for such corrigendum, notification, etc. In order to afford prospective Tenderers reasonable time in which to take the amendment in to account in preparing their tenders, WBSEDCL may, at its discretion, extend the deadline for submission of tenders. Such amendments, clarification, etc. shall be binding on Tenderers and will be given due consideration by the Tenderers while they submit their tenders and enclose such documents as a part of the tenders.

ITT.15. Tender Price :

- a) The Tenderer shall quote their price through online against the specified format of the BOQ.
- b) Price shall be quoted in Indian Rupee Only.
- c) The quoted price should be firm.
- d) Rate includes all the levies / duties / taxes / cess & all other incidentals payable but except GST as per statute. No Price adjustment is applicable under any circumstances.
- e) GST shall be paid extra as per statute.

ITT.16. Signing of Tenders :

The documents which are required to be scanned and uploaded shall have to be signed by a person / persons duly authorized by the Tenderer 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 tender.

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

The Tenderer's name stated in the Tender Proposal shall be exact legal name of the firm.

**ITT.17. Period of validity of Tenders :**

The validity of the Tender shall be 180 (one hundred eighty) days from the date of opening of Financial Bid. However, WBSEDCL may, on the merit of case, request extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer. The Tenderer may refuse the request without forfeiting his / their Tender security. Tenderers agreeing to the request will not be required nor permitted to modify their respective tenders, but will be required to extend the validity or their Tender securities accordingly. The provisions of Clause No. 19 of ITT regarding forfeiture of Tender security shall continue to apply during the extended period of tender validity.

ITT.18. Tender Security :

The Tenders should be accompanied by requisite Earnest Money Deposit as Tender Security. Exemption from deposition of Earnest Money Deposit (EMD) shall not be allowed under any circumstances.

Unsuccessful Tenderer's tender security will be released after finalization of tender

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

No interest shall be payable by WBSEDCL on the tender security.

ITT.19. Forfeiture of Earnest Money :

Earnest money / Tender security shall be forfeited in case of following :

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

ITT.20. Process to be Confidential :

- a) After the opening of tenders, information relating to the examination, clarification, evaluation and comparison of tenders, and recommendations concerning the Award of Contract shall not be disclosed to Tenderers or other persons not officially concerned with such process.
- b) Any effort by a Tenderer to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of tenders, and in decisions concerning the Award of Contract, may result in the rejection of his/their tender.
- c) 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.

ITT.21. Determination of Responsiveness :



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

ITT.22. Time Schedule :

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

ITT.23. Evaluation and Comparison of Tenders :

- a) On examination of documents submitted under different covers, WBSEDCL will evaluate and compare the tender, determined to be substantially responsive at each step.
- b) While evaluation, the Tender Evaluating Authority, WBSEDCL may summon the Tenderers 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 Tenderers, whose tenders will be found techno-commercially eligible, will be uploaded in the web portals.
- d) Financial Bid of the Tenderers declared techno-commercially eligible will be opened electronically by Tender Evaluating Authority, WBSEDCL from the web portal on the prescribed date & time.
- e) The Evaluation of tender will include and take into account :
 - i) Cost of construction / erection including all kind of taxes and duties etc., except GST.
 - ii) WBSEDCL shall evaluate and compare only the tenders determined to be substantially responsive and qualified.
 - iii) Evaluated tender price of all Tenderers shall be compared and the lowest tender will be selected for Award of Contract.
 - iv) Conditional rebate, if any, offered by any Tenderer shall not be considered in tender evaluation.
- f) Revision / withdrawal of Financial Bid by the Tenderer after opening of Technical Bid of the Tender will not be allowed if it is not sought by WBSEDCL.

ITT.24. Taxes, Duties and Other Levies :

- a) The Tenderer shall be solely responsible for the taxes that may be levied on the Tenderer's persons or on earnings of any office employee. 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 / their personnel.



- b) Tax will be deducted at source as per the Income Tax Act, 1961.
- c) All other taxes/duties/levies/cess/royalty charges payable (excluding GST) by the Tenderer shall be included in the tender price and no claim on this behalf will be entertained by WBSEDCL.
- d) GST is applicable for this work as per prevailing laws.
- e) Tax shall be deducted at source, as applicable under CGST / SGST / IGST Acts.

ITT.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.

ITT.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 system of measurement shall be used exclusively in this contract.

ITT.27. Corrupt or Fraudulent Practice :

WBSEDCL expects that Tenderers 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 Tenderers (Prior to or after tender submission) designed to establish tender prices at artificial no competitive levels to deprive WBSEDCL of the benefits of free and open competition.

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

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

ITT.28. Site Visit :

The Tenderer may visit and examine the site of work and their surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the tender submission of Proposal. The cost of visiting the sites shall be borne by the Tenderer. WBSEDCL may assist interested Tenderers to see and inspect the site of work whenever and wherever possible.

It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded under these specifications and documents will be entertained by the owner. Neither any change in the time schedule



of the contract nor any financial adjustments, arising therefore shall be permitted by the owner, which is based on the lack of such clear information or its effect on the cost of the works to the Tenderer.

ITT.29. Insurance :

The Successful Tenderer on awarding of contract shall arrange, secure and maintain all insurance as may be pertinent to the work and obligatory in terms of law to protect the interests of WBSEDCL against all perils. The form & the limit of such insurance together with underwriting in each case shall reasonably be acceptable to WBSEDCL. However, irrespective of such acceptance the responsibility to maintain adequate insurance coverage at all times during the period of contract shall be Contractor's liability. The premium for all insurance coverage at all times during the period of contract shall have to be borne by Contractor alone.

The Works - The contractor shall take all risk insurance cover for the full value of contract till the expiry of the defects liability period naming WBSEDCL as beneficiary.

ITT.30. Correctness and Sufficiency of Rates quoted in the Tender :

The Tenderer shall be deemed to have satisfied himself before Tendering as to the correctness and sufficiency of his Tender for work and the rates and prices stated in the Schedule of Works / Bill of Quantities. The rates and price quoted shall cover all obligation of the Tenderer under the contract including all materials, labour etc. necessary for proper completion and maintenance of the work.

ITT.31. Penalty for suppression / distortion of facts :

If any Tenderer fails to produce the original hard copies of the document like Execution 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 Tenderer. The Tender will be considered as non-responsive and the Tender 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 Tenderer uploaded during Tendering process, found incorrect / manufactured / fabricated, that tender 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.

ITT.32. Award of Contract :

The Successful Tenderer whose Tender 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 Tenderer. All the Tender Documents including NieT & BOQ will be the part of the contract documents.

The Successful Tenderer within 07 (seven) days of receipt of Letter of Award (LoA), shall submit his / their unequivocal acceptance in writing, failing which WBSEDCL shall have the right to terminate the LoA, and the Earnest Money Deposit submitted along with the Tender will be forfeited.



After acceptance of Letter of Award, the Successful Tenderer shall have to submit requisite copies of contract documents stated in NieT within time limit to be set in the letter of acceptance.

ITT.33. Holiday Listing :

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

ITT.34. Rejection of Tender :

WBSEDCL reserves the right to accept or reject any Tender and to cancel the Tendering processes and to reject all Tenders at any time prior to the Award of Contract without thereby incurring any liability to the Tenderer or Tenderers or any obligation to inform the Tenderer or Tenderers of the reason for WBSEDCL action.



SECTION - 3

GENERAL CONDITIONS OF CONTRACT (GCC)



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.

GCC.2. Definition of terms :

In writing these General Conditions of Contract, Specification and Bill of Quantity (BOQ) / Tendering 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.

- a) 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.
- b) The '**Engineer-in-Charge / Controlling Officer**' shall mean the Engineer deployed by the company for the purpose of this contract.
- c) The '**Contractor**' shall mean the Tenderer who will be awarded with the contract by the Company and shall include the contractor's executor's administrators, successor and permitted assignees.
- d) "Consultant" means Project Management Consultants (PMC) comprising of J-POWER, Japan and WAPCOS Limited appointed by WBSEDCL for assisting and advising WBSEDCL in the matter of design, planning, approval of drawings, construction supervision etc. related to the work.
- e) The '**Contract Price**' shall mean the lump-sum firm price with taxes and duties (excluding GST) quoted by the contractor in his / their tender with addition and /or deletions as may be agreed and incorporated in the letter of award, for the entire scope of the work.
- f) '**Equipment / materials**' shall mean and include all type of construction equipment & materials etc. required for true and satisfactory completion of the work under this contract.
- g) '**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.
- h) 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.
- i) The term '**Services**' shall mean all works to be undertaken by the Contractor as laid down under the head 'Scope of Work' or elsewhere in the specification enclosed. When the words 'approved', 'subject to approval', 'as directed', 'accepted', 'permitted' etc. are used, the approval, judgment, direction etc. are understood to be a function of company.
- j) '**Date of Commencement**' / '**Zero Date**' shall mean the date of actual handing over the site.
- k) '**Date of Completion**' shall mean the date of completion of the project in all respect.



- l) '**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.
- m) '**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.
- n) '**Approval**' shall mean the written approval of WBSEDCL and the statutory authorities, wherever such authorities are specified by any codes or otherwise.
- o) '**Labourer**' shall mean all categories of labour engaged by the Contractor and his / their piece workers for work in connection with the execution of the work covered by the specifications. All these labourers will be deemed to be employed primarily by the Contractor.
- p) '**Joint Venture (JV)**' shall refer to a group of Entities that has collectively submitted the Tender in accordance with the provisions of this Tender.
- q) '**Lead Partner of the JV**' shall mean representative firm of the JV, with relation to the Contract.

GCC.3. Scope of Work :

The Scope of Work under this tender is intended to cover all the activities related to Construction of Project Roads including Ancillary Structures and Main Access Tunnel (MAT) including Power House Adit for 4 X 250 MW Turga PSP at Baghmundi, District Purulia, West Bengal. The major work activities are :

- a) Construction Survey Work and setting out along the proposed Road Alignment based on the Construction Drawing.
- b) Construction of 416.44 m Main Access Tunnel (D-Shaped Road Tunnel) having Width of 8.00 m and Crown Height of 8.50 m, and Power House Adit of Length 220.90 m having Width of 6.00 m and Height of 7.00 m including Concrete Portal, Rock Bolting, Grouting, Shotcrete and Steel support, lagging and concrete lining as specified in the Construction drawing.
- c) Construction of approximately 11.49 Km long Project Road in 12 (Twelve) Reaches each having 7.60 m Formation width consisting of Soil Sub-grade (Sub-grade), Granular Sub-base (GSB) cum Drainage Layer and Water Bound Macadam (WBM) (Granular Base Course), involving cutting and filling as required.
- d) 01 (one) no. Four-cell Box Culvert.
- e) 26 (twenty six) nos. RCC Pipe Culvert.
- f) 25 (twenty five) nos. RC Base Causeway.
- g) Slope Protection Work like Retaining Wall, Breast Wall etc.
- h) Roadside Drains.
- i) Disposal of Muck and its protection at the designated areas as per drawing.
- j) Supply of all labours, materials, Constructional Plants, Field tests and laboratory tests and everything whether temporary or permanent nature required for such construction and repairing so far as the necessity of providing the same is specified in or responsible to be inferred from the Contract as per the WBSEDCL's design, drawings, technical specification and Bill of Quantities. The different items of work have been elaborated in the Bill of Quantities.



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

the following ancillary work :

- a) The Contractor shall develop the land profile as per approved design drawings as well as upto the acceptance of Engineer-in-Charge.
- b) The Contractor shall supply all materials, labours and equipment required for Construction of the Project Road and MAT. The Supply of materials shall include transportation, loading and unloading at the work site.
- c) Timely construction of the Project Road, MAT and its ancillary structures is required to complete the Project.
- d) Contractor shall arrange proper storage at site for the equipment and materials at his / their own cost and risk. The complete system shall be under the custody of the contractor till handing over the Project Road and MAT 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.
- e) The Contractor shall leave the site in clean, clear and tidy condition before handing over of the Project Road and MAT after completion of the work.
- f) Any other items 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.

GCC.4. Performance Guarantee / Security Deposit :

As a Contract Security the Successful Tenderer shall have to furnish Performance Guarantee / Security Deposit along with his / their unconditional acceptance to the LoA within 07 (seven) working days from the actual date handing over the site, in the form of Bank Guarantee amounting to 10% (ten percent) of the Contract Value of Work to guarantee the faithful performance and security of the Contract in accordance with all terms and conditions stipulated herein and relevant format attached in **Annexure VII**. Performance Guarantee will also have the Guarantee for successful and satisfactory performance of the works in totality under the Contract till expiry of the Guarantee period as stated in relevant format attached therein.

After submission of Performance Guarantee and execution of Contract Agreement, EMD of the Successful Tenderer will be released on submission of written prayer by the Successful Tenderer.

In addition to above -

- i) Additional Performance Guarantee equal to 10% (ten percent) of the Contract Value of Work having variation of (-) 20% (minus twenty percent) to (-) 50% (minus fifty percent) of the Estimated Project Cost should be furnished in the relevant format attached (**Annexure VII**), within a period of 07 (seven) working days from the actual date handing over the site.
- ii) Additional Performance Guarantee equal to 20% (twenty percent) of the Contract Value of Work having variation of (-) 50% (minus fifty percent) to (-) 80% (minus eighty percent) of the Estimated Project Cost should be furnished in the relevant format



attached (**Annexure VII**), within a period of 07 (seven) working days from the actual date handing over the site.

GCC.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 Contract shall be released only after satisfactory expiry of defect liability period, and certified by the Controlling Officer of the Work upon request by the Contractor.

GCC.6. Defect Liability Period :

- 6.1 The term 'Defect Liability Period' shall mean the period of 06 (six) 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 / replace the material at their own cost and responsibility.
- 6.2 Defects / rectification work shall have to be attended and completed satisfactorily within 15 (fifteen) days or as deemed justified by the Controlling Officer. For faithful & due fulfilment of all obligations, this defect liability period shall be covered by the Security Deposit already retained in the form of Performance Guarantee from the contractor.
- 6.3 In case the Contractor is unable to make rectify the defect(s) before the end of the Defect liability period, the Defect liability period shall be extended for as long as the defect(s) remained to be rectified.
- 6.4 If the contractor has not corrected a defect within the time specified, the employer will assess the cost of having the defect corrected by themselves or through their assignees and shall then be entitled to recover all sums paid for such corrections of the work and the contractor will be liable to pay that amount.
- 6.5 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.

GCC.7. Mode of Execution of Contract :

- 7.1 The Successful Tenderer has to submit acceptance of the LoA within 07 (seven) days from the date of issuance of the LoA.
- 7.2 The Successful Tenderer shall be required to execute an Agreement (as per format enclosed as **Annexure V**) at his / their 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 LoA.
- 7.3 The Agreement shall be signed on a date and time to be mutually agreed upon at **Office of the Chief Engineer, PSPD, WBSEDCL, Vidyut Bhavan, 5th Floor, C - Block, Block - DJ, Sector - II, Bidhannagar, Kolkata - 700091** by both parties within 30 (thirty) days from the date of the 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.



- 7.4 The agreement shall be signed in 03 (three) original and 05 (five) photo copies. The original agreement shall be retained by WBSEDCL and a copy will be handed over to the contractor.

GCC.8. General Requirement :

- 8.1 Contractor shall execute, complete and maintain the work as per direction of the **Engineer-in-Charge / Controlling Officer** of the work or his representatives.
- 8.2 **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.
- 8.3 **Contractor's Staff at site :** The contractor shall provide at site his / their authorized representative duly approved by the Controlling Officer (approval may be withdrawn for particular person, if necessary).
- 8.4 **Setting out :** The Contractor shall be responsible for true and proper setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work. If at any time during the progress of the work any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the work, the contractor on being asked to rectify by the Engineer-in-Charge / Controlling Officer, shall at his / their own expense rectify such error to the satisfaction of the Engineer-in-Charge / Controlling Officer.
- 8.5 **Protection of works :** The Contractor shall in connection with the work provide and maintain at his / their 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.
- 8.6 **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 / their own cost repair and make good the same, so that at completion the work shall be in good order and conditions and in conformity in every respect with the requirements of the contract. The contractor shall take every practicable precaution not to damage or to cause injury to adjoining or other properties or to any person. However even if any damage or injury occurs, the contractor shall be responsible in meeting the necessary claims and demands as may be required.
- 8.7 **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.

- 8.8 **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.
- 8.9 **Clearing site on completion :** On completion of the work the contractor shall clear away and remove from the site all constructional plant, surplus materials, rubbish, and temporary work of every kind and leave the whole of the site and work clean and in a good and tidy condition to the satisfaction of Engineer-in-Charge.
- 8.10 **Employee State Insurance (ESI) / Mediciclaim Benefit (for non-ESI coverage area, if any) for workmen :** Contractor shall have to pay for the Insurance Policy covering provision for ESI / Mediciclaim premiums (for non-ESI Coverage area, if any), 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 / Mediciclaim Benefit for medical treatment for any workmen or other person employed by the Contractor. The subscriptions for ESI / Mediciclaim Policy shall not be less than 3.25% of the basic wages.

GCC.9. Change of Quantity :

The quantity mentioned in the Bill of Quantity (BOQ) is provisional. WBSEDCL reserves the right to vary the quantities as may be necessary but such variation shall be limited to $\pm 25\%$ (plus or minus twenty five percent) of the Contract Price. Payment shall be made as per actual execution on the basis of joint measurement signed by the Contractor or his / their authorized representative, WBSEDCL PMC Consultant(s) and WBSEDCL's representative.

GCC.10. GST :

Goods & Service Tax (GST) will be applicable as per prevailing GST Rules.

GCC.11. Labour License :

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

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

GCC.12. Compliance of Labour Laws :

The Contractor shall comply with all statutory provisions of the following prevailing Labour Laws to protect the labourers engaged by them :

- Labour Licence as per Contract Labour (Regulation & Abolition) Act 1970
- Payment of Wages Act 1936
- Minimum Wages Act 1948



- Payment of Bonus Act 1965 and amended in 2015
- Employees Provident Fund and Miscellaneous provisions act 1952
- Employees Compensation Act 1923
- Employees State Insurance Act 1948

In addition to this, the under mentioned points need to be followed :

- In this connection the contractor will be required to execute an Indemnity Bond (as per specimen enclosed as **Annexure VI**) after placement of LoA.
- Before undertaking the work, the entrusted agency shall have to obtain Work Permit from the department as and when required.
- Other Statutory forms as and when required shall have to be submitted as per prevailing norms and Act.

GCC.13. Night and Holiday Work :

If any work of permanent nature is to be carried out in three shifts and/or in Sundays & Holidays, prior written permission of the Controlling Officer shall have to be obtained.

GCC.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.

GCC.15. Variation, Omission, Addition & Alteration :

The Contractor shall not modify the work except under direction in writing by the Controlling Officer. The quantities provided in the Bill of Quantities are provisional only, which may vary up to any extent or may be deleted altogether. The quoted rate of each item shall remain firm till completion of contract. The company reserves the right to alter, amend and omit or otherwise vary the quantities as may be necessary but such variation will be limited to $\pm 25\%$ (plus or minus twenty five percent) of the contract price. Payment shall be made as per actual execution.

GCC.16. Paying Authority :

The Assistant Manager (F&A) / Manager (F&A) / Sr. Manager (F&A), Turga Pumped Storage Project, WBSEDCL, as the case may be, shall be the Paying Authority for the work.

GCC.17. Spoil Dumps :

The Contractor shall not deposit excavated materials on land in Government or private ownership except where directed by the Engineer / Engineer's Representative in writing or by leave in writing of authority responsible for such land in Government ownership or of the



Employer or responsible representative of the Employer of such land in private ownership and only then in those places and under such conditions as the authority Employer or responsible representative may prescribe.

GCC.18. Materials and other objects found in Excavations :

All materials and things of any kind obtained from excavations or found on or under the Site or under any additional site which the Contractor may be allowed to occupy shall remain the property of Employer and shall not be used in the Work or sold. Excavated materials shall be disposed of only at the designated places marked in the drawing with the permission of the Controlling Officer. No additional excavations are to be made upon the Site beyond those shown on the Drawings (Pay-line for MAT) or described in the Specification / Bill of Quantity without prior written sanction of WBSEDCL / WBSEDCL's Consultant. Estimation of the quantity of different component of excavated materials (Earth, ordinary rock, hard rock) shall be determined using stack measurement.

The Excavated material, if used for any items of the work mentioned in the Bill of Quantity shall have to be done with the permission of the Controlling Officer of the Work with recommendation of WBSEDCL's Consultant. Charges for excavated rock materials shall be recovered from the Contractor at the rate of Rs. 1970 per cum. which is inclusive of Royalty Charges.

Contractor shall be responsible to pay the Royalty Charges of the materials to the Government.

Royalty Charges shall be reimbursed to the Contractor only after submission of voucher of the Royalty paid by the Contractor to the Government.

GCC.19. First Aid and Life-saving Apparatus :

The Contractor shall provide on the Site such life-saving apparatus as may be appropriate and an adequate and easily accessible first aid outfit or such outfits as may be required in any government ordinances, factories acts, etc. subsequently published and amended from time to time. In addition an adequate number of persons permanently on the Site shall be instructed in their use, and the persons so designated shall be made known to all employees by the posting of their names and designations in a prominent position on Site.

GCC.20. Supplementary Works :

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

20.1 The rates of supplementary items, if applicable shall be decided on pro-rata basis from the existing items in the contract.

20.2 When above clause (Cl. No. 20.1) shall not be applicable, the rate shall be taken from P.W.D. (W.B.) Schedule of Rates for Building and P.W.D. (W.B.) Schedule of Rates for



Roads and Bridge Works including all addendum and corrigendum published till the date of publication of NIE-T, plus / minus the contractual rate of quotation.

- 20.3 When Cl. No. 20.1 & 20.2 above shall not be applicable, the rate should be analysed to the mutual Acceptance of the prevailing market rates of different elements involved in the item, supporting documentary evidence, with 5% (five percent) overhead, contractor's profit as 10% (ten percent) and 1% (one percent) as Cess (whenever applicable) towards BOCWWC Act, 1996. In that case contractual rate of quotation will not be applicable.
- 20.4 A provisional sum of **Rs. 7.28 Cr. (Rupees Seven Crore Twenty Eight Lakh only)** has been kept in BOQ over the Estimated Project Cost as non-competitive item to cover above works as decided by E.I.C. This amount shall not be part of the Contract Price of the Project.
- 20.5 Controlling Officer's decision regarding finalization of rate of non-scheduled item(s) shall be final and binding upon the Contractor.

GCC.21. Measurement and Terms of Payment :

- 21.1 All items of work carried out by the contractor in accordance with the provision of the contract having a financial value shall be entered in the Measurement Book / Measurement Sheet / Log Book / Inspection Sheet etc. so that a complete record is obtained of all works performed under the contract and the value of work can be ascertained and determined there from.
- 21.2 Measurement shall be taken jointly by the Engineer-in-Charge or his authorized representative, PMC Consultant(s) of WBSEDCL and by the contractor or his / their authorized representative. Every measurement thus taken shall be signed and dated by all the parties.
- 21.3 In the event of failure on the part of the contractor to attend or send his / their authorized representative after receiving the information to countersign or record objection within a week from the date of measurement, the measurement taken by the Engineer-in-Charge / Controlling Officer or his authorized representative and representative of PMC Consultant(s) of WBSEDCL shall be taken to be correct measurement of the work done.
- 21.4 No Mobilization Advance shall be allowed. The contractor shall submit R/A bills in triplicate detailing therein the claimed amount supported by measurements jointly taken with the employer's representative and representative of PMC Consultant(s) of WBSEDCL along with a forwarding letter. On the basis of such prayer, Progressive R/A bills in triplicate for an amount of minimum 10% of the Ordered Value or as deemed justified by the Controlling Officer, shall be released against certification by the Controlling Officer after deducting the amount already paid or other deductible amounts as per provision of contract. The bills shall normally be released within 45 (forty five) days of its submission if all formalities as per terms of the contract is maintained. Preparation and submission of bills by the contractor after completion of work shall be incorporated in line with payment schedule, joint checking at site etc. The final bill shall be released on completion of the work in all respect and fulfilment of all contractual obligations by the contractor.



21.5 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(s), under the contract, failing that from contractor's claim under any other contract with the company or from contractor's security deposit retained in the form of Bank Guarantee or the contractor shall pay the amount the overpayment on demand.

21.6 The Contractor shall submit the following documents for release of payments :

- Documents of payment of EPF against all workmen.
- Insurance coverage (Workmen's Compensation Insurance & ESI / Mediclaim Insurance) against all workmen.
- Payment pre-receipt.
- Royalty Charges, if applicable.

No bill shall be processed for payment without execution of Contract Agreement and Indemnity Bond and acceptance of Contract Performance Guarantee by WBSEDCL.

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.

GCC.22. 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 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 Controlling Officer shall be treated as conclusive on behalf of the WBSEDCL.

GCC.23. Defective Materials :

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



GCC.24. Drawings :

The works shall be carried out as per the instructions and to the satisfaction of the Engineer-in-Charge in accordance with the approved drawings, the specifications and bill of quantities and also as per any further drawings which may be supplied, all instructions which may be given by the Engineer-in-Charge from time to time. At least one set of approved Drawings should be kept at site.

GCC.25. 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.

GCC.26. Extension of Time :

Due to Force Majeure activity the Extension of Time, if required, may be granted by the 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 07(seven) days 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.

GCC.27. Liquidated Damage :

27.1 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%** (Zero point one four three percent) of the contract value of work for each calendar day of delay or part thereof of delay subjected to Force Majeure.

27.2 The total recovery against liquidated damage shall not exceed 10% (ten percent) 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.

GCC.28. Company's Right to Terminate Contract :

28.1 If the contractor fails to start the work within a month from the date of issuance of Letter of Award (LoA), WBSEDCL shall have the right to cancel the LoA with forfeiture of Earnest Money and /or invocation of Performance Guarantee without giving any notice to the contractor.

28.2 If the contractor neglects or fails to proceed with the work proportionate to the scheduled time of completion of the work or fails to complete the work within scheduled time for completion or within the extended time approved by WBSEDCL, WBSEDCL shall have right to terminate the LoA after giving notice in writing to the contractor. If the contractor fails, after 14 (fourteen) days of such notice, to proceed with the work in the



manner notified, WBSEDCL shall terminate the contract and call the contractor to take joint measurement along with the Engineer-in-Charge or his representative for the finished portion of work. If the contractor does not appear for a joint measurement, ex-party measurement by WBSEDCL will be taken as final. In that case WBSEDCL shall take possession of the work site and engage the other agency to complete the work. Extra cost, if incurred to get the unfinished work done through other agency, will be realized from him, from his pending bills and Security Money Deposit already retained in the form of Performance Guarantee. If the contract is terminated as above, the contractor shall have no claim for compensation against WBSEDCL for any loss or deterioration of any materials that he may have collected or engaged or entered into an account of the work.

GCC.29. Quality of Work / Material and Mode of Measurement :

As regards specification of materials, execution of work and the mode of measurement relevant stipulation of P.W.D. Schedule of Rates, Govt. of West Bengal including all addendum and corrigendum prevailing at the time of floating of this NleT (applicable at site of work) in this respect will be applicable. The contractor shall arrange and provide all necessary facilities along with necessary manpower for inspection, at his / their own cost.

GCC.30. Materials :

All materials including cement and steel and equipment, required for the job, are to be supplied by the contractor. WBSEDCL will have right to test any material(s) at any moment, if found necessary. In that case the contractor will be liable to take appropriate actions, which include the cost of testing and other incidental Charges. Authenticated document for confirmation of quality of material, purchased by the contractor, shall have to be submitted on demand by the Engineer-in-Charge.

No construction materials shall be collected by the Contractor from the Project Area of Turga PSP and Purulia PSP. All aggregates and construction materials required shall be collected by the Contractor outside the project area of Turga PSP and Purulia PSP.

GCC.31. Deduction of Taxes and Cess :

If it is obligatory under the provision of Income Tax Act 1961 to deduct tax at source then the same will be deducted from the bills as applicable. The contractor is required to follow the Building and other Construction Worker's welfare Act, 1996. Registration of his / their establishment under section-7 of the Building and other Construction Worker's (Regulation and condition of service) Act, 1996 is to be made after the contract is awarded. 1% cess towards BOCWWC Act, 1996, will be deducted from the bills for all the items covered in the BOQ.

GST Tax invoices are required to be submitted for raising claim under the contract in accordance with the provisions of the GST Act, 2017.

Local taxes, Royalty on fine / coarse aggregate and levies are to be assessed and arranged by the bidder from appropriate authority.



GCC.32. Force Majeure :

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

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

Neither party shall be liable to the other for any loss and / or damage, occasioned by or arising out of “Force Majeure” cause as referred to or defined above. However, in case of “Force Majeure” incidents, the date of completion as referred shall be extended by a reasonable time. Each party shall intimate the other party in writing about the occurrence of such a “Force Majeure” cause within 15 (fifteen) days of such occurrence.

The contractor shall not be liable to pay any liquidated damage for delay / failure to perform the contract for reasons of force majeure. WBSEDCL shall verify the fact and grant such extension as found to be justified without imposing liquidated damage. The department shall not be held responsible to or liable to pay for any Interruption at the work site arising out of resistance from the local public due to any resistance towards work.

GCC.33. Sub-letting of Contract :

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

GCC.34. Modification / Amendment :

Modification of the terms and conditions of this contract, including any modification of the scope of the work, may only be made by written agreement between the Employer and the contractor and shall not be effective until the consent of both the parties have been obtained. However, each party shall give due consideration to any proposals for modification made by the other party.

No amendment or other variation of the contract shall be effective unless it is in writing, is dated, expressly refers to the contract, and is signed by a duly authorized representative of each party hereto.

**GCC.35. Controlling Officer's Decision :**

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 with-

holding 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 07 (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.

GCC.36. Liability of Accidents and Damage :

The Contractor shall be responsible for the loss, damage or depreciation of the WBSEDCL's materials 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 / their workman or for defective workmanship etc.

GCC.37. Completion of Work :

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

GCC.38. Controlling Officer / Engineer-in-Charge :

The **Chief Engineer, Turga Pumped Storage Project, WBSEDCL**, shall be the Controlling Officer / Engineer-in-Charge. The Controlling Officer / Engineer-in-Charge at his discretion may nominate his representative for proper execution of the job.

GCC.39. Idle Labour / Machinery :

No claim for idle labour and machinery, additional establishment cost, hire and labour charges of tools & plants would be entertained by WBSEDCL, under any circumstances.

GCC.40. Safety Rules :

In respect of all labour employed in the work, the Contractor shall, at their expense, arrange for all the safety provisions as per safety codes of W.B. PWD / CPWD, the Electricity Act 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 Controlling Officer that are to be adopted at site and must make good to the satisfaction of WBSEDCL regarding any loss or damage due to fire to any portion of the work done or to be done under this contract or to any of the WBSEDCL's existing property.

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

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 / their 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.



GCC.41. Settlement of Disputes :

All disputes concerning question of act arising under the contract shall be decided by WBSEDCL on receipt of written appeal by the Contractor. Any dispute or differences arising out in connection with the contract shall to the extent possible be settled amicably and where

settlement cannot be reached then such disputes shall be subjected to settlement under the jurisdiction of Calcutta High Court.

GCC.42. Equipment & Machineries :

For timely completion of the work the contractor must have to deploy all necessary equipment, tools & tackles, Batching Plant and machineries etc. to execute the work at a time to perform all works simultaneously as per requirement of WBSEDCL. The Contractor shall not remove the deployed equipment, tools & tackles and machineries for execution of the work in totality from the Site without the taking consent in writing of the Engineer-in-Charge / Controlling Officer. Unless otherwise specified in the Contract, the Contractor shall remove from the Site all equipment brought by them onto the Site upon completion of the work. The Employer shall not at any time be liable for the loss of or damage to any of the contractor's equipment.

GCC.43. Risk Purchase :

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

GCC.44. 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.

GCC.45. 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 plant 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.

The Contractor shall take prior approval of the Engineer-in-Charge for all materials to be used in constructional work.

GCC.46. Limitation of Liability :

Except in cases of gross negligence or wilful misconduct,

46.1 The **CONTRACTOR** and the **OWNER** 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 **OWNER**.

46.2 The aggregate liability of the **CONTRACTOR** to the **OWNER**, 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 repairing or replacing defective equipment, or to any obligation of the **CONTRACTOR** to indemnify the **OWNER** with respect to patent infringement.

GCC.47. Suspension :

47.1 The employer may, by notice order the contractor to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The contractor shall there upon suspend performance of such obligation (except those obligations necessary for the care or preservation of the works) until ordered in writing to resume such performance by the employer.

47.2 During the period of suspension, the contractor shall not remove from the site any plant and equipment, any part of the work or any contractor's equipment, without the prior written consent of the employer.

GCC.48. Indemnification of the Employer by the Contractor :

The contractor shall keep the employer, both during and after the term of this contract, fully and effectively indemnified against all losses, damage, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by the employer or any third party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of contract of the contractor or his representatives, including the use or violation of any copyright work or literary property or patented invention, article or appliance.



SECTION - 4

ADDITIONAL CONDITIONS OF CONTRACT (ACC)



Part - A

- ACC.A1.** The entire work shall be inspected by WBSEDCL representative from time to time at site as necessary. The Contractor shall provide all facilities for such inspection free of cost. Notwithstanding any inspection of the site, WBSEDCL shall have the right to reject any work not conforming to the specification without being liable for any explanation or compensation. The authorized representative of WBSEDCL and its Consultant(s) shall have the free access to the work site, contractor site office and store.
- ACC.A2.** During the execution of the work, if any, problem arises which is not covered by the specifications, the contractor shall seek necessary clarification and instruction from WBSEDCL. Such instruction shall be binding on the contractor and shall be observed in full.
- ACC.A3.** The Contractor shall make his / their own arrangement for the labour, construction equipment, tools and tackles and construction materials, construction water, office / labour accommodation, water supply, sanitation, etc. without affecting surrounding environment.
- ACC.A4.** If the electricity for construction purpose is supplied by WBSEDCL, the charge shall be borne by the Contractor at the rate specified by WBSEDCL. The Contractor cannot claim any compensation for any failure in such supply caused due to any reason whatsoever in case of non-availability of electricity for construction purpose from WBSEDCL. The Contractor has to arrange the same at his / their own cost.
- ACC.A5.** The Contractor shall strictly follow the construction / repairing safety rules, regulations and instructions issued from time to time. In absence of any particular reference the Contractor shall refer to the Indian Standard and also the State Government rules and regulations.
- ACC.A6.** The contractor shall take all precautions during execution, especially while excavating underground works, such as cables, pipelines, drains etc. and provide all possible precautions to these works and in case they are damaged, rebuild / divert them at his / their own cost.
- ACC.A7.** All guarantees and test certificates, royalty, road challans for all type of material obtained by the contractor during the execution of the work shall be transferred to WBSEDCL time to time before issue of the final payment.
- ACC.A8.** The Contractor shall provide all necessary storage at the site in specified areas for all materials such as all types of aggregates, bricks, timber, cement, electrical wires & materials and such other materials which are likely to deteriorate by the action of sun, wind, rain or other natural causes due to exposure in the open in such manner that all such material shall be duly protected from damage by weather or any other cause. All such stores shall be cleared after completion of work and the entire site shall be clean and free from debris. All material shall be stacked in such a manner as to facilitate rapid and easy checking of such materials.



- ACC.A9.** All works are to be carried out with due regard to the convenience of the occupants of the premises or road users and with close coordination with other Contractors who may be working on that area. All arrangements / program of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accident to the occupants, users & workers. The Contractor must see that all damages to any property, which in the opinion of the Controlling Officer are due to the work of Contractor, are promptly rectified as per direction and to his satisfaction. The construction of work must be done in such a way as not to dislocate or disturb any sewerage system and other existing structures.
- ACC.A10.** It must be clearly understood that WBSEDCL is indemnified by the Contractor against payment of any compensation or award on account of any accident, injuries, and damages and if any such payment has to be made by WBSEDCL under order of appropriate authorities, the same shall be recovered from the Contractor.
- ACC.A11.** Any services if affected by the work must be restored by the Contractor on emergency basis at his / their own cost.
- ACC.A12.** After completion of work, the finishes shall be of high quality and approved standard.
- ACC.A13.** No omission or ambiguities in the drawing or in the specifications will relieve the contractor from responsibility for material or completeness of the work.
- ACC.A14.** WBSEDCL's representative may during the progress of work, order for re-execution of part or whole of the work executed, found not in accordance with the approved drawings / specifications / instructions. No extra claims shall be entertained for re-execution or altering or such work.
- ACC.A15.** All drawings as supplied with the Tender Document are provisional.
- ACC.A16.** The contractor shall provide sufficient strong and stable staging as to ensure safety of the labourers and structures.
- ACC.A17.** The contractor shall dismantle and remove the staging and other temporary structures like stores, offices, labour camps etc. on completion of work, clear and clean the site where such as temporary facilities were built and restore the same to original condition.
- ACC.A18.** Materials brought to the site shall not be removed from the site without the written consent of WBSEDCL. The contractor shall submit well in advance for approval of samples, specimens as WBSEDCL may demand from time to time. Any materials brought to the site and rejected by WBSEDCL shall be removed by the Contractor from the site of work immediately.



- ACC.A19.** All materials including reinforcing steel, cement for concrete work, bricks, wires, cables, electrical equipment shall be procured after approval of brand and make by WBSEDCL.
- ACC.A20.** All bricks have to be submerged in vats before put to use. Carrying shall be done with proper care.
- ACC.A21.** The contractor has to make arrangement for temporary cover to enable civil construction works to continue if interrupted due to rains during monsoon.
- ACC.A22.** Technical Specifications of any items of work in the Tender Documents shall be guided by the General Specifications & reference of IS code of practice as mentioned in P.W.D. (W.B.) schedule of rates for Road & Bridge works, Building works and if required, Specification of Road & Bridge works-MORT&H (5th revision) with all corrigendum and addendum published till the date of publication of NIE-T. Mode of measurement shall be followed as described in same P.W.D.S.O.R., unless otherwise stated.
- ACC.A23.** All dismantled departmental materials shall have to be returned to store / disposed and stacked in a place provided by the purchaser without any extra cost to WBSEDCL.



Part - B (for Labour wages only)

- ACC.B1.** Monthly wages of labour to be paid by the contractor shall not be less than the minimum wage as notified by the Labour Commissioner, Govt. of West Bengal and its revision at every six months, i.e. January and July which should be strictly followed by the contractor in accordance with such notification of the Labour Commissioner, Govt. of West Bengal. Statutory weekly off day shall have to be given to each contractor labour.
- ACC.B2.** Statutory bonus @ 8.33% of monthly wages is to be paid in each month to each labour.
- ACC.B3.** Payment will be released periodically against bills submitted to the Controlling Officer along with authenticated documents for payment of wage and EPF related documents. The Controlling Officer will certify the bill and sent the same to Paying Authority for release of payment only after due certification of HR&A Officer concerned towards compliance of statutory rules and regulation.
- ACC.B4.** Final bill will be released after submission of authenticated bonus payment documents (original) and verification of the same.
- ACC.B5.** GST is applicable for this work and tax imposed under GST will be charged and recovered separately as per applicable laws.
- ACC.B6.** In case of non-payment of wages of labourers within 7th day of every of month, WBSEDCL will take action in accordance with the relevant provision of prevailing Law and WBSEDCL may disburse the amount directly subject to recovery from bills and/or security deposit of the agency together with a penalty of 10% of on the disbursed amount. In case such a situation arises for more than once during the contract period, WBSEDCL will take suitable administrative action which may extend up to termination of contract and/or Holiday listing.

