

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

Tender Document for

**SUPPLY & INSTALLATION OF 14 NOS. A.C. MACHINES HAVING
CAPACITY 3 TR EACH AT CONTROL ROOM, COMMUNICATION ROOM
& SERVER ROOM IN 2nd FLOOR & BATTERY ROOM IN THE GROUND
FLOOR OF SLDC BUILDING, HOWRAH AND ALLIED WORK ON TURN
KEY BASIS.**

NIT No.: SLDC/HOW/E-tender/04/2019-20/Retender/01 dated 10.05.2019

Section VIB

Annexures



WBSETCL

CHIEF ENGINEER: SLDC, HOWRAH

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

ANDUL ROAD, P.O. DANESH SHEIKH LANE,

HOWRAH-711109.

These documents are meant for the exclusive purpose of bidding against this NIT and shall not be transferred, reproduced or otherwise used for purposes other than that for which they are specifically issued.

- 1. 'Letter of Award of Contract' for Supply of Equipment / Materials and installation**
- 2. Bank Guarantee for Contract Performance**
- 3. Taking-Over Certificate**
- 4. Validity Extension of Bank Guarantee**
- 5. No-Claim Certificate**



**WEST BENGAL STATE ELECTRICITY
TRANSMISSION COMPANY LTD.**
(A Government of West Bengal Enterprise)

**Office of the Chief Engineer,
State Load Despatch Centre**

Memo.No. SLDC/How/

Dated:

**To
M/s**

Sub: Letter of Award for supply & delivery, erection, installation, testing and commissioning including transportation of 14 Nos. A.C. Machines having capacity 3 TR each at Control Room, Communication Room & Server Room in 2nd floor & Battery Room in the ground floor of SLDC building and allied work. (Model No.: ; Make:)

Ref: i) NIT No.: SLDC/HOW/E-tender/04/2019-20/Retender/01 dated 10.05.2019.
ii) Your Offer dated

Dear Sir,

In pursuance of the above references, State Load Despatch Centre, West Bengal State Electricity Transmission Company Limited is pleased to place this Letter of Award (LoA) on you for supply & delivery, erection, installation, testing and commissioning including transportation of 14 Nos. A.C. Machines having capacity 3 TR each at Control Room, Communication Room & Server Room in 2nd floor & Battery Room in the ground floor of SLDC building and allied work. (Model No.: ; Make:) as per terms & conditions and specifications furnished below:-

1) Delivery & Scope of Work:

- i)** Supply, delivery & installation of 14 Nos. A.C. Machines having capacity 3 TR each at the Office of the Chief Engineer, State Load Despatch Centre, WBSETCL, PO: Danesh Sheikh Lane, Andul Road, Howrah-711 109.
- ii)** The supply & delivery, erection, installation, testing and commissioning is to be completed within 45 (forty five) days from the date of issuance of Letter of Award.

2) Warranty: All items delivered under the order will have onsite warranty for a period of 1 (One) year from the last date of installation. However, if the installation cannot be carried out due to reasons beyond your control then the warranty will be 12.5 (twelve and half) months from the last date of delivery. The mode of service should be on site. Necessary arrangement for providing warranty period services through the original manufacturer should be made by the vendor.

3) Price:

Part A - Supply

Sl. no.	Description of articles	Brand With Model name	Qty.	Unit price in ₹	Cost in ₹	Tax in ₹	Total in ₹
			A	B	C=AxB	D	E=C+D
1.	3.0 ton Ceiling Concealed / Ductable Split AC Machines inclusive of 7.5 metre copper tube & power cable between outdoor and indoor unit and MS Structure for fixing AC (Configuration as per Technical Specification)	Model No.:	14				
2.	Additional copper tube, & power cable (1 metre) and refrigerant.	xxxxxx	14				
3.	1.1 KV Grade 4 Core 2.5 sq.mm Armoured Copper cable 7.5 metre. (Finolex / Polycab make) – for extending power supply to the AC Machine.		14				
4.	Additional 4 Core 2.5 sq.mm Armoured Copper cable (1 metre)		14				
5.	Programmable Logic Controller		1				
6.	Timer Controller		1				
Sub Total – Supply (1)							
7.	Buy back of 7.5 ton (2.5 x 3) Ceiling Concealed Split AC	xxxxxx	2				
8.	Buy back of 5 ton (2.5 x 2) Ceiling Concealed Split AC	xxxxxx	4				
Sub Total – Buy back (2)							
Net cost of supply (1-2)							

Part B – Installation

Sl. no.	Description of articles	Qty.	Unit price in ₹	Sub Total in ₹	Tax in ₹	Total in ₹
		A	B	C=AxB	D	E=C+D
1.	Installation Charges of AC Machine.	14				
2.	Laying Charges of Cable from point of Supply to AC Machine.	14				
3.	Installation Charges of Programmable Logic Controller	1				
4.	Installation Charges of Timer Controller	1				
Net cost of Installation						

Grand Total (Supply + Installation)

Total value of this award is ₹ [Rupees only].

Above prices are firm & fixed and free of all incidental charges and there will be no price variation for any reason whatsoever except for Serial 2 & 4 under “Part A – Supply” of “Price” (which will be paid as per actual on pro-rated basis) during the contract period till total completion of the work as per scope of work of this contract.

- 4) **Performance Guarantee:** As contract security, Bank Guarantee is to be provided as per NIT.
- 5) **Call Registration and Completion:** Unique call number should be provided at the time of booking of call, which will be quoted for reference in future. The agency / supplier shall prepare a Call-Register in duplicate. This will be signed by any Officer of SLDC and the agency / supplier on completion of call. The original shall be submitted to the SLDC office and the second copy may be retained by the agency / supplier.
- 6) **Payment:**
- i. 100 % of product cost (Serial 1, 2, 3, 4, 5 & 6 less Serial 7 & 8 under “Part A – Supply” of Clause 3, “Price”) & 100 % of installation cost (“Part B – Installation” of Clause 3, “Price”) and 100% of Taxes will be released in due course against your bill in triplicate along with receipted challan & installation certificate after satisfactory delivery, installation & commissioning of the ACs. Paying authority will be Asst. Manager (F&A), SLDC, WBSETCL.
 - ii. All payments due under this Contract shall be made direct to the Contractor (by Cheque / NEFT) and the currency shall be Indian Rupee. All payments shall be made in accordance with the relevant instructions issued and permitted by WBSETCL. No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the Works or any part(s) thereof.
- 7) **Duties & Taxes: CGST plus WBGST, or IGST**, as applicable in respect of direct transactions between Purchaser and the Contractor will be paid against **tax invoice**. This payment shall be released by the Purchaser directly to the Contractor against **tax invoices** to be submitted by the Contractor and claimed -from the Purchaser. Income Tax and Labour Welfare Cess will be deducted at source from the bills as per prevailing rules. **SLDC, WBSETCL shall deduct tax from the payment made or credited to the supplier, on the value of taxable goods or services or both, where the total value of such supply, under a contract, exceed Two Lakh and Fifty Thousand rupees at a rate of one percent or at such rate prevailing from time to time.** Necessary TDS Certificate will be issued to the Contractor after deduction. If there be any variation of statutory taxes - (such as - **CGST, WBGST, IGST**, etc.) within the pendency of the Contract period, the same shall be payable extra on submission of documentary evidence **for direct transactions only**.
- 8) **Liquidated Damage (LD):** If the vendor fails to deliver the machine/s within stipulated date or rectify defects within 48hrs. from date of reporting then a Liquidated Damage at the rate of ½ % of the order value, i.r.o. the particular machine, per day on pro-rata basis will be imposed on him subject to a maximum of 5% of the order value i.r.o. the particular machine/s. The LD will be realised from Pending bill / Performance Guarantee.
- 9) **Risk Purchase:** In case of non- execution of delivery / works in stipulated time of the order, SLDC, WBSETCL, reserves the right to procure the ordered articles or get the works done from other sources at your cost and risk. The difference between the ordered rate and the purchase rate should be adjusted from pending Bill / Performance Guarantee etc. whatever the case may be. The vendor is liable to make good any shortfall after exercising all options as above.

10) WBSETCL personnel for liaison:

- i) **Controlling Officer:** Chief Engineer, SLDC.
- ii) **Site-In-Charge** : Superintending Engineer, SLDC. - He will supervise & monitor all the activities of this contract and give successful installation certificate related to delivered ACs.
- iii) **Paying Authority** : Asst. Manager (F&A), SLDC

11) The Installation / Performance certificate will be given by the **Site-In-Charge** of the LOA.

12) Legal Jurisdiction: During execution of this job, if any dispute arises thereby, the necessary legal affairs and / or court case shall be exclusively within the jurisdiction of Calcutta High Court only.

13) Force Majure : You shall have no liability if prevented from carrying out obligations under this order by reasons of war, invasion, foreign hostilities, war declared, riot, civil commotion, mutiny, fire, Govt. orders and/or restrictions or any other cause beyond the reasonable control of the supplier. However, such force-majure circumstances are to be intimated to SLDC, WBSETCL immediately and to be established subsequently with appropriate documents/proofs to the entire satisfaction of SLDC, WBSETCL.

Please convey your acceptance within 10 (ten days) from the date of placement of LOA. However, in absence of any communication within the said ten days from your end will be considered as your acceptance of the LOA.

Yours faithfully

(
Chief Engineer,
SLDC, WBSETCL.)

2. Bank Guarantee for Contract Performance

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Date

To

[WBSETCL's Address]

Dear Sirs,

In consideration of West Bengal State Electricity Transmission Company Limited (hereinafter referred to as WBSETCL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered/Head Office at(hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Award No..... dated valued at for (Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ten percent (10%) of the said value of the Contract to the Purchaser.

We (Name and Address) having its Head Office at hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay WBSETCL, on demand any and all monies payable by the Contractor to the extent of as aforesaid at any time upto @ (day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Contractor. Any such demand made by WBSETCL on the Bank shall be conclusive and binding notwithstanding any difference between WBSETCL and the Contractor or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of WBSETCL and further agrees that the guarantee herein contained shall continue to be enforceable till ninety (90) days after the validity of this guarantee.

WBSETCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Contractor. WBSETCL, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between WBSETCL and the Contractor or any other course of remedy or security available to WBSETCL. The Bank shall not be released of its obligations under these presents by any exercise by WBSETCL of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of WBSETCL or any

other indulgence shown by WBSETCL or by any other matter or thing whatsoever which under the law would but for this provision has the effect of relieving the Bank.

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to and shall remain in force up to and including and shall be extended from time to time for such period, as may be desired by M/son whose behalf this guarantee has been given.

All rights of WBSETCL under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by WBSETCL under this guarantee against the Bank within ninety (90) days from the above mentioned date or from the extended date.

Dated thisday of20 at

Witness:

.....
(Signature)	(Signature)
.....
(Name)	(Name)
.....
(Official Address)	(Official Address)

Authorized vide

Power of Attorney No:.....

Date.....

Note:	1.	(@)This date will be ninety (90) days after the end of Defect Liability Period as specified in the Contract. (#) Complete mailing address of the Head Office of the Bank to be given
	2.	The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the party on whose behalf the Bank Guarantee is being issued. The Bank Guarantee (BG) shall be issued on a stamp paper of value as applicable in the state of India from where BG has been issued or the state of India from where the BG shall be operated, whichever is higher

3. Taking-Over Certificate

(On the letter head of the Purchaser as per provisions of GCC 22)

Date: Loan/Credit No: Tender Notice No: [*Name of Contract*]

To: [*Name and address of Contractor*]

Dear Sirs,

Pursuant to clause GCC 22 of the General Conditions of the Contract entered into between yourselves and the Purchaser dated [date], relating to the [brief description of the Works], we hereby notify you that the Functional Guarantees of the following part(s) of the Works were satisfactorily attained on the date specified below.

1. Description of the Works: [description]
2. Date of Take-Over: [date]

This letter does not relieve you of your obligation to complete the execution of the Works in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Site-In-Charge)

4. Validity Extension of Bank Guarantee

(To be stamped in accordance with the Stamp Act)

Bank Guarantee No.

Date

To

[WBSETCL's Address]

Dear Sirs,

Sub: Validity Extension of Bank Guarantee No. dtd for
Rs favouring yourselves, expiring on
on account of M/s* in respect of Contract for
(Insert package name) for
Contract No. dated (hereinafter called original Bank
Guarantee).

At the request of M/s* we Bank
having branch office at and having Head Office at
. do hereby extend our liability under the above
mentioned Bank Guarantee No. dtd for a further period of
. Years/ Months from to expire on

Except as provided above, all other terms and conditions of the original Bank Guarantee
No dtd shall remain unaltered and binding on us.

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

Yours Faithfully,

(Signature).....

(Name & Designation).....

(Bank's Seal).....

Authorised vide Power of Attorney No

.....

Note: The extension of the Bank Guarantee should be forwarded to the Department /
Project / Corporate Centre, from where the extension has been
sought.

5. No-Claim Certificate

(To be issued by the Contractor)

Name of the Package:

LoA No. /Contract No

Name of the Contract:

Date

This is to certify that we have received all payments due to us in respect of the above referred LoA / Contract and we have no claims whatsoever pending with WBSETCL for this Contract.

We further confirm that we shall have no claim against this Contract in future also.

Date :

(Signature)

Place :

(Name)

(Designation)