WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A West Bengal Government Enterprise)

Tender Document for

Supply & Delivery of 50(fifty) nos. of 250 Watt LED Flood Light at Berhampore 132 KV Substation under Berhampore Area Office, WBSETCL.

NIe-T No: BAO/ELECT/26-27/02 , Dated: 12.06.2026

Section I – V
Notice Inviting Tender (NIT)
Instruction to Bidders (ITB)
General Conditions of Contract (GCC)
Special Conditions of Contract (SCC)
Technical Specifications

WBSETCL

OFFICE OF THE SE & AREA MANAGER, BERHAMPORE AREA OFFICE
WBSETCL

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.

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Section I - NOTICE INVITING TENDER

ABRIDGED NOTICE INVITING TENDER

WBSETCL
(A Govt of West Bengal Enterprise)
SE & Area Manager, Berhampore Area Office, WBSETCL.
NOTICE INVITING TENDERS

For

Supply & Delivery of 50(fifty) nos. of 250 Watt LED Flood Light at Berhampore 132 KV Substation under Berhampore Area Office, WBSETCL.
[Domestic Competitive Bidding]

West Bengal State Electricity Transmission Company Limited (WBSETCL) invites bids from the eligible bidders through Domestic Competitive Bidding in respect of
"Supply & Delivery of 50(fifty) nos. of 250 Watt LED Flood Light at Berhampore 132 KV Substation under Berhampore Area Office, WBSETCL.".
against nit number NIT: **BAO/ELECT/26-27/ 02, Dated: 12.06.2026**
Interested Bidder may download the Bid documents from **12.06.2026 from 06:00 P.M. and Bids shall be submitted online up to 3.00 P.M. on 10.07.2026.**

Intending bidders may download the tender documents from the website http://etender.wb.nic.in OR wbtenders.gov.in directly with the help of Digital Signature Certificate.

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A Govt of West Bengal Enterprise)

OFFICE OF THE SUPERINTENDING ENGINEER AND AREA MANAGER
BERHAMPORE AREA OFFICE
BERHAMPORE, MURSHIDABAD, WEST BENGAL
ADMINISTRATIVE BUILDING, WBSETCL, MURSHIDABAD: 742407

DETAILED NOTICE INVITING TENDER

"Supply & Delivery of 50(fifty) nos. of 250 Watt LED Flood Light at Berhampore 132 KV Substation under Berhampore Area Office, WBSETCL.".

[Open Domestic Competitive Bidding]

Notice Inviting e-Tender No: BAO/ELECT/26-27/02, Dated: 12.06.2026

WBSETCL invites e-tender (Submission of Bid through **online**) through local competitive bidding (LCB) single stage double folder bids from eligible and qualified bidders for supply & delivery, erection and commissioning in respect of the work as follows:

1. **Brief scope of work:** The work covered under this Tender shall be but not limited to the following:

Supply: - Supply and delivery of all associated accessories etc conforming to Technical Specification and approved drawings for "**Supply & Delivery of 50(fifty) nos. of 250 Watt LED Flood Light at Berhampore 132 KV Substation under Berhampore Area Office, WBSETCL."**

[Make of Bajaj, Crompton,Halonix Technologies, Philips] at Berhampore 132KV Substation, WBSETCL and allied work.

2. **WBSETCL** intends to finance this Project.

3. Technical Specification: Detailed scope of supply and terms and conditions of supply are given

in the bidding documents, which are available at the online e-tendering portal **https://wbtenders.gov.in/** or **https://etender.wb.nic.in** as per the following schedule:

Bidding Document No	:	**NIe-T No: BAO/ELECT/26-27/02 , Dated: 12.06.2026**
Name of work	:	**"Supply & Delivery of 50(fifty) nos. of 250 Watt LED Flood Light at Berhampore 132 KV Substation under Berhampore Area Office, WBSETCL."**
Date of uploading of NIT & other Documents (online) (Publishing Date)	:	**12.06.2026**
Documents download start date (Online)	:	**12.06.2026 at 06.00 pm**
Last Date of uploading of Pre-Bid Quarries **(online)**	:	**14.06.2026 at 6.00 pm**
Pre-Bid Meeting (**Offline**)	:	**15.06.2026 at 3.00 pm**
Bid Submission start date (**On line**)		**16.06.2026 from 09.00 am**
Bid Submission closing (**On line**)	:	**10.07.2026 3:00 pm**
Last date of submission of Bid Security/ Earnest Money Deposit (Online)	:	**10.07.2026 3:00 pm**
Opening of Techno-Commercial bid (**Online**)	:	**13.07.2026 from 3:00 pm**
Opening of Price Bid	:	The Bidders shall be informed of the date & time of the opening of the Price Bid at the later stage after Techno-Commercial evaluation
Bid validity	:	90 days from the next date of bid opening.
Completion time of the work and services	:	**03 (Three)** months from the date of placement of LoA.
EMD	:	**Rs. 4130.00 (Rupees four thousand one hundred thirty only**
Tender Fee	:	Not applicable

Downloading the bidding documents shall not automatically construe that the bidder fulfils the Qualifying Requirements which shall be determined during bid evaluation based on data/documents uploaded by the bidder.

5. All bids must be accompanied by **Bid security (EMD)** for an amount of **Rs. 4130.00 (Rupees four thousand one hundred thirty only**

Details guidelines herein under for submission of Bid security (EMD): -

a. The bidder shall login to the e-Procurement portal of Government of West Bengal https://wbtenders.gov.in or https://etender.wb.nic.in using his login Id and password.

b. The bidder shall 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.

EMD amount can be paid by online mode only. Partial payment through online mode is not allowed.

General Instructions for Online Payment:

- The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.

- Only a single value can be entered as EMD amount in e-tender portal for each tender. However, in case tender has fixed EMD on line item (multiple items) basis, then, for the cases when actual EMD value calculated as per NIT by the bidder is less than the one mentioned in e-tender portal, bidders shall mandatorily opt for Exemption for payment of actual EMD amount and upload the requisite testimonials for proportional EMD and its proportional amount is to be paid **in form BG/ online mode**.

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

c. **Refund/Settlement of EMD Amount**:

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

- For successful bid(s), EMD will be refunded from WBSETCL authority after completion of tendering process and following due procedures.

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

- For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 9836547320 and 8017094744 since payment gateway facility used by E-tender portal is maintained by ICICI.

6. Qualifying Requirements for bidders:

In addition to the requirements stipulated under Section, Instruction to Bidders (ITB), the following

shall also apply:

The Bidder must have to meet the following conditions:

A) Technical qualifying requirement:

The Bidder, who intends to participate in the Bid, shall have to comply all the following criteria:

a) The bidder must have the credentials for similar work of supply of LED Flood Light for a minimum quantity of **30 nos.. in a single contract during the last 5 (five) financial years** under Central/ State Government, or reputed power utilities of PSUs.

b) System Power : 250 Watt, Lumen Output : 25000 lm, Lumen Efficiency : 115, IP Protection : IP 66, PF : >= 0.95, CRI : >=80, Driver Type : Potted, Installation **Type: INTEGRAL**, IK Protection : IK 07, Operating Voltage: 140-270 V A.C, Surge Protection Device : 10 KV, Viewing Angle: 120 degree.

c) Housing: Epoxy powder coated pressure die-cast aluminum housing (ADC12) in grey finish with elegantly designed heat sink for efficient thermal management, sturdiness & excellent corrosion resistance.

d) Make: **Bajaj, Crompton , Halonix Technologies, Philips**

B) Financial Capability:

Financial QR for the tender are as follows:

a) The **Net Worth** at the end of last financial year shall be **positive**.

b) The **Minimum Annual Average Turnover (MAAT)** for the best three financial years out of the last five financial years for which the audited accounts are available shall not be less than **Rs. 6.20 Lakh** (Rupees Six point Twenty lakh only).

c) The bidder should have **liquid asset (L.A)** and / or evidence of access to or availability of credit facility of equivalent amount not less than **Rs. 1.03 Lakh** (Rupees One point three lakh only).

d) The participating vendor should be registered for **GST**.

7. In addition to above, the bidder shall also be required to meet the eligibility conditions and submit a declaration as per Annexure: 5 of Section VI-A of the bidding documents

8. Notwithstanding anything stated herein, WBSETCL reserves the right to inquire and review the bidder's capability and capacity to execute the Works and Services

9. WBSETCL reserves the right to accept or reject any bid partly or fully or cancel the bidding process without assigning any reasons there for and in such case no bidder shall have any claim arising out of such action.

10. Completion period for the project is 3 (Three) months from the date of placement of LOA.

11. Address for seeking any clarifications on the bid documents:

OFFICE OF THE SE & AREA MANAGER, BERHAMPORE AREA OFFICE, WBSETCL
ADMINISTRATIVE OFFICE BUILDING, BERHAMPORE, MURSHIDABAD, WEST BENGAL: 742407
EMAIL: areaofficeberhampore@gmail.com || **PHONE NUMBER**: 9434910047

Section II - INSTRUCTION TO BIDDERS

ITB. 1. Responsibility of bidders

ITB.1.1. The Purchaser will not assume any responsibility regarding information gathered, interpretations or conclusions made by the bidder or regarding information, interpretations, or deductions the bidder may derive from the data furnished by the Purchaser. Verbal agreement or conversation with any officer/employee of the Purchaser either before or after the submission of bid shall not affect or modify any of the terms or obligations contained herein.

ITB.1.2. It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factors that may affect the cost, duration and execution of the Works and Services.

ITB. 2. Qualifying Requirements

ITB.2.1. The bidder shall furnish, as part of his techno-commercial bid, documents establishing the bidder's qualifications to perform the Contract to the satisfaction of the Purchaser.

ITB.2.2. Notwithstanding anything stated herein, WBSETCL reserves the right to inquire and review the bidder's capability and capacity to perform the work during the course of evaluation particularly with regard to resources, engineering knows how, Quality assurance system, testing facilities, construction and erection equipment (AC Machine) & tools, number of qualified and competent surveyors and supervisors etc.

ITB. 3. Site visit

ITB.3.1. The bidder is advised to visit and examine the site of work and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid, submission of offer and entering a Contract for execution of Works and Services. The cost of visiting the Site shall be borne by the bidder fully.

ITB.3.2. The bidder and any of its authorized personnel or agents will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents will release and indemnify the Purchaser and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

ITB.3.3. The Site inspection shall be completed before submission of the bid.

ITB. 4. Process to be confidential

ITB.4.1. Subject to ITB. 5, no bidder shall contact the Purchaser on any matter related to its bid from the time of opening of the bids to the time the Contract is awarded.

ITB.4.2. Any effort by a bidder to influence the Purchaser or others connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of Contract, may result in the rejection of his bid.

ITB. 5. Clarifications on bidding documents

ITB.5.1. A prospective bidder requiring any clarification on bidding documents may notify the Purchaser in writing by post or fax, to the address mentioned in NIT, not later than the date and time specified in NIT. The Purchaser will issue clarification(s) as he may think fit not later than seven (7) days prior to the deadline/ extended deadline for submission of bids prescribed by the Purchaser. All such clarifications shall form part of the bidding documents and shall accompany the bidder's Proposal. Written copies of the Purchaser's response (including an explanation of the query but without identifying its source) will be sent to all prospective bidders who have purchased the bidding documents.

ITB.5.2. Any queries sent by the bidders after the date and time notified in NIT or any extended date, if any, shall not be entertained.

ITB. 6. Amendment of bidding documents

ITB.6.1. At any time, but not later than ten (10) days prior to the deadline for submission of bids, the Purchaser may, for any reason, modify the bidding documents by issuing an addendum/amendment.

ITB.6.2. The addendum/amendment will be uploaded at the e-tendering portal (**https://wbtenders.gov.in, or https://etender.wb.nic.in**) The Purchaser shall assume that the information contained therein will have been taken into account by the bidder in its bid. The Purchaser will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise by the bidder.

ITB.6.3. For the information of bidders, the addendum/ amendments shall also be uploaded on the website. The bidders may visit the website of WBSETCL from time to time in their own interest.

ITB. 7. Right to split Contract

The Purchaser reserves the right to split the total Works and Services amongst more than one bidder **(NOT APPLICABLE).**

ITB. 8. Language of the bid

The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and the Purchaser shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

ITB. 9. Documents constituting the bid

ITB.9.1. The bid to be uploaded by the bidder shall consist of the following documents:

STATUTORY DOCUMENTS: -

a. Bid Form as per Annexure: 1 of Section VI-A

b. The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:

- Net-banking through Payment Gateway.

c. A Power of Attorney, (scanned copy), as per Annexure: 3 of Section VI-A duly attested by a Notary Public, authorising that the person(s) signing the bid has/have the authority to sign the bid and to make the bid binding upon the bidder

d. Details and documentary evidence as per Annexure: 4, 4A and 4B of Section VI-A to establish that the bidder meets the qualification requirements.

e. A Declaration as per Annexure: 5 of Section VI-A affirming the eligibility of the bidder.

f. GCC, ITB, SCC and Technical specification are required to be uploaded in the e-tender portal during e-submission of the tender in specified folder.

NON STATOTORY DOCUMENTS:

a. Scanned copies of documents to be uploaded for establishing the bidder's qualifications. In particular, the following documents need to be uploaded by the bidder:

b. List of contracts for similar Works and Services executed in the past three years with copies of LOAs and execution status of each contract supported by client’s certificate.

c. Audited Annual Accounts of the company for the last three (3) years (in case of companies)

or

IT Return duly acknowledged by the tax department for the last three (3) years (in case of bidders other than companies)

a. Attested Copies of Professional Tax Clearance Certificate, E.S.I and E.P.F registration numbers, PAN and/or TAN Card, Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws.

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	**Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws**:(a copy of certificate of registration to be enclosed) P Tax challan & certificate, EPF & ESI Registration Certificate,
B.	Company Detail(s)	Company Detail	As per annexure 1
C.	Credentials	Credential – 1	As per annexure 4 to 4B for similar works. The Bidder must have Supply & Delivery of 50(fifty) nos. of 250 Watt LED Flood Light at Berhampore 132 KV Substation under Berhampore Area Office, WBSETCL." or similar nature of job, minimum quantity of **30 nos.. in a single contract during the last 5 (five) financial years** under Central/ State Government, or reputed power utilities of PSUs.
D.	Equipment	Machineries	All equipment, tools & tackles as required for this job
E.	Payment Certificate	PAYMENT CERTIFICATE (if available)	Payment certificates is to be provided on completed job, (if available)

ITB. 10. Cost of bidding

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

ITB. 11. Bid Prices

ITB.11.1. The bidder shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the work and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the bidder under the Contract and all materials and things necessary for the proper completion and maintenance of the Works and Services.

ITB.11.2. All the price/prices shall be quoted in INR (Indian Rupees) only. The prices quoted by the bidder shall be firm during the entire period of Contract/LOA. The total price at the bottom of SOW shall be indicated both in figures and words and Price Schedule shall be signed on each page by authorized representative of the bidder.

ITB.11.3. All the percentage of rate/rates of below/at par/above w.r.t estimated cost shall be quoted in numeric digit only. The rate /rates quoted by the bidder shall be firm

during the entire period of Contract/LoA. The total rate at the bottom of SOW shall be indicated both in figures and words and Price Schedule shall be signed on each page by authorized representative of the bidder.

ITB.11.4. If rebate/discount is offered, the overall discount in percentage shall be brought out in the Price Schedule. Conditional rebates/discount, if any, offered by any bidder shall not be considered during bid evaluation. **(Not applicable)**

ITB.1.1. **In case Purchaser observes that the L1 bidder has quoted abnormally low bid i.e. a rate less than by 20 % of NIT cost estimate, then the purchaser may ask the bidder to produce detailed price analysis towards the justification of quoted price in the bid. If the justification against quoted price is found acceptable to the Purchaser, even then the L1 Bidder has to furnish Additional Performance Security @ 10 % of NIT cost estimate before award of contract in his favour. The Additional Performance Security shall be submitted in the form of Bank Guarantee from any scheduled bank before issuance of Letter seeking Additional Performance Security. If the Bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter seeking Additional Performance Security from WBSETCL, his Earnest Money will be forfeited and other necessary actions as per the terms and conditions of the tender like blacklisting of the contractor etc. may be taken.**

The Bank Guarantee shall have to be valid till the end of the contract period and shall have to be renewed accordingly, if required.
The Bank Guarantee shall be returned immediately on successful completion of the contract. If the Bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. This Additional Performance Security is over and above the stipulated Contract Performance Guarantee. The provisions of the Performance Security as laid down in GCC 11 shall remain unaltered.

ITB. 12. Period of validity of bids

ITB. 12.1 The bids submitted by the bidder shall remain valid for a period specified in NIT. A bid valid for a shorter period than that prescribed in the NIT shall be rejected by the Purchaser.

ITB.12.2 In exceptional circumstances, WBSETCL may solicit the bidder's consent to an extension of bid validity for a further period without any change in the terms and conditions of the offer. The request and response thereto shall be made in writing by post or fax followed by post confirmation. The bidder may refuse the request without having his bid security forfeited. Bidders agreeing to the request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of ITB. 13 regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

ITB. 13. Bid Security

ITB.13.1. The bidder shall furnish bid security in the form of a Demand Draft/ Pay Order/ Banker's Cheque/ **Bank Guarantee**, at its option, from any scheduled commercial bank in favour of **"BERHAMPORE AREA OFFICE WBSETCL"**, payable at Berhampore for an amount specified in the NIT.

In case of submission of Bank Guarantee, it should be an unconditional and irrevocable from any scheduled commercial bank, for an amount specified in the NIT in the proforma provided as per Annexure: 6 of Section VI-A.

ITB.13.2. The bid security is to be submitted as a part of the total bid in a separate sealed envelope. Any bid not accompanied with the bid security in adequate value required as per the bidding documents will be rejected by the Purchaser and returned to the bidder with in thirty (30) days of the bid opening date.

ITB.13.3. The bid security shall be forfeited in the following circumstances:

a. If the bidder withdraws its bid as a whole or in part as per ITB. 16, during the period of bid validity specified by the bidder in its bid

b. If the bidder does not extend the bid validity as required under ITB.15.3.1,

c. If the bidder deviates from any clarification/confirmation given by him subsequent to submission of his bid

d. If the bidder does not accept the correction of its bid price pursuant to ITB. 19

e. If the successful bidder fails, within the specified time limit to accept the LoA unconditionally or, to furnish the security deposit/contract performance guarantee, in accordance with GCC.11 wherever such deposit is required to be furnished.

ITB.13.4. Bid security of the unsuccessful bidders will be returned as promptly as possible after the expiration of the validity of bid or after the date of signing of Contract Agreement with the successful bidder, whichever is earlier. In cases where signing of Contract Agreement is not envisaged, the bid security will be returned as promptly as possible after the expiration of the validity of bid, or after submission of acceptance of LoA by the successful bidder, whichever is earlier.

ITB.13.5. The bid security of the successful bidder, if provided in any form other than a bank guarantee, will be adjusted towards security deposit as per GCC.11.1. If provided through a bank guarantee, the bid security of the successful bidder will be returned on furnishing a fresh bank guarantee for contract performance guarantee as per 0

ITB.13.6. No interest shall be paid by the Purchaser on the bid security.

ITB. 14. Submission of bids

ITB.14.1. The bidder shall submit their bid online at the web site as mentioned here: **http://wbtenders.gov.in**, or **https://etender.wb.nic.in** including uploading of all the required documents as specifically mentioned in the bid document.

ITB. 15. Deadline for Submission of bids

ITB.15.1. Bids must be uploaded by the party at the web site address specified in NIT not later than the time and date mentioned in NIT.

ITB.15.2. The Purchaser may, at his discretion, under intimation to the bidders who have purchased the bidding documents, extend the deadline for the submission of bids/ opening of bids by issuing an addendum and hoisting the same on the website, in which case all rights and obligations of WBSETCL and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

ITB.15.3. In the event, the deadline for submission of bid is extended by the Purchaser, the bidders who have already submitted their bids within the original deadline of submission shall have the option to submit their revised bid in substitution either in full or modification in part of earlier bid.

ITB.15.3.1. In the absence of a revised bid from any bidder, the original bid shall be considered for opening and subsequent evaluation. In such cases, the bidder would necessarily be required to extend the bid validity period upto the date relevant to the extended date of bid opening. Failure to extend the bid validity by such bidder shall entitle the Purchaser to forfeit his bid security.

ITB. 16. Withdrawal of bids

The bidder shall not be permitted to withdraw their bid during the interval between bid submission deadline (as mentioned in NIT) and the period of bid validity as per ITB.11.5. If any withdrawal of bid is made by the bidder during the above period, it shall result in the forfeiture of the bid security.

ITB. 17. Bid Opening

ITB.17.1. WBSETCL will open bids (**On line**) in the presence of bidders' authorised representatives (up to 2 persons) who choose to attend at the date & time for opening of bids as mentioned in NIT or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of Single-Stage two envelope bidding. The bidders' representatives who are present in the bid opening shall sign the bid opening statement or bid opening register as evidence of their attendance. In the event of the specified date for the opening of bids being declared a holiday for the Purchaser, the bids will be opened at the appointed time on the next working day.

ITB.17.2. Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.

ITB.17.3. The bidders' names, bid withdrawal, bid prices, discounts, and the presence or absence of the requisite bid security and such other details as WBSETCL, at its discretion, may consider appropriate will be announced at the opening.

ITB.17.4. **In the case of Single Stage two-envelope bids, on the deadline for submission of bid the techno-commercial bid shall only be opened. The date for opening**

of the Price bid shall be intimated at the appropriate time to the bidders whose bid is found responsive in the techno-commercial evaluation.

ITB.17.5. In the event, the Purchaser, in its discretion, decides not to open the bid for want of adequate response to the bidding, the Purchaser may either extend the bid pursuant to ITB.15.3 or cancel the bidding process.

ITB. 18. Clarification on bids

ITB.18.1. During bid evaluation, WBSETCL may, at its discretion and if so required, ask the bidders for any clarification in support of their compliance to stipulated Qualifying Requirements (QR) or any other matter related to its bid except to the extent in ITB.18.2. The request for clarification required from the bidder and the response thereto shall be in writing and shall be delivered by registered post/ speed post/ courier/ hand delivery under acknowledgement/ email/ fax.

ITB.18.2. Any post-bid change in the price or substance of the bid shall not be sought, offered or accepted, if given by the bidder.

ITB. 19. Correction of arithmetical errors in price bid

ITB.19.1. Arithmetical errors will be corrected at the time of evaluation of Price bid and the corrected figure will be considered as evaluated bid price. The corrections in the bid price shall be done as per the provisions of this clause and shall be binding on the bidder. If the bidder does not accept the correction of errors as per the provisions of this clause, his bid will be rejected and the bid security will be forfeited.

ITB.19.2. If there is a discrepancy between the price per unit for an item and the total price, the product of unit price and quantity will prevail and the total price will be corrected. If there is discrepancy between summation of subtotals and total price, the summation of subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figure, the amount in words will prevail. In case unit price or quantity or both are not filled in against any item, it will be treated as zero and will be assumed that the bidder has absorbed the cost elsewhere in the price bid.

ITB.19.3. The total price so corrected shall be considered for the purpose of evaluation of bid. However for the purpose of award, the corrected price by the Purchaser or the bid price quoted by the bidder, whichever is lower, will be taken.

ITB.19.4. If there is a discrepancy between words and figures the amount in words shall prevail.

ITB.19.5. **Bidders shall quote the rate of CGST plus WBGST, or IGST, as the case may be, in force as on seven days prior to the last date of bid submission only in respect of Direct transaction between the Vendor and Purchaser and shall be binding on bidders**

ITB.19.6. Any error in description, quantity or rate in Price Schedules or any omission thereof from such schedules shall not vitiate the Contract or release the bidder from the execution of the whole or any part of the Works and services indicated therein according to the specifications or from any of his obligations under the Contract.

ITB. 20. Time Schedule

The basic consideration and the essence of the Contract shall be the strict adherence to the time schedule specified in the detailed NIT. No credit will be given for earlier completion for the purpose of evaluation.

ITB. 21. Procedure of Evaluation of bids

ITB.21.1. The Purchaser will carry out a detailed evaluation of the bids determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. Bids submitted by bidders with any technical or commercial deviations shall be liable to be rejected.

ITB.21.2. The Purchaser will determine to its satisfaction whether the selected bidder has submitted the lowest evaluated responsive bid and is qualified in terms of the qualifying requirements stipulated in NIT and has the adequate capacity and capability to execute the Contract.

ITB.21.3. The evaluation will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information of bidders sought by Purchaser in accordance with ITB.18.1 as and when the Purchaser deems necessary and appropriate.

ITB.21.4. The final evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest bid will be selected for execution of Contract.

ITB. 22. Letter of Award

ITB.22.1. After approval of bid evaluation by WBSETCL, the successful bidder may be invited for pre-award discussions, if so required by the Purchaser. After pre-award discussions and prior to the expiry of the period of bid validity, WBSETCL will notify the successful bidder in writing by registered letter or by fax in two (2) copies herein referred to as the Letter of Intent (LoI), that his bid has been accepted or issue a detailed Letter of Award (LoA) (hereinafter and in the Conditions of Contract called `Letter of Award' or LoA). In the event a Letter of Intent has been issued by the Purchaser, it shall be followed by issue of a detailed Letter of Award within ten (10) days, as per the format prescribed under the bidding documents which shall name the sum which WBSETCL will pay to the Contractor in consideration of the execution & completion of the Works and services by the Contractor as prescribed under the Contract. The date of commencement of work will start from the date of site handover.

ITB.22.2. Within ten (10) days of receipt of the LoA, the successful bidder shall sign and return one (1) copy of the same to WBSETCL as acknowledgment of acceptance of the same.

ITB. 23. Signing of Contract Agreement

ITB.23.1. WBSETCL will send the format of the Contract Agreement as per Annexure: 7 of Section VI-B incorporating all agreements between the parties duly signed by the authorised signatory of the Purchaser along with the LoA.

ITB.23.2. Within ten (10) days from the date of acceptance of LoA, the successful bidder shall sign the Contract Agreement (on judicial stamp paper of appropriate value) and return two (2) copies to the Purchaser and retain one (1) copy of the same. The Contractor shall also send four photocopies of the Contract for distribution to concerned offices.

ITB. 24. Variations

ITB.24.1. The Contractor shall not modify the specification and specific services except under direction in writing by the Purchaser. The Purchaser shall have the right to alter, amend, omit or otherwise vary the quantity/item of the services by notice in writing to the Contractor and the Contractor shall carry out such variations.

ITB.24.2. Quantities of items relating to Works and Services shown in the bidding schedule are provisional. The Purchaser, during execution of the Contract, reserves the right to vary the individual quantities by plus/minus (±) twenty five percent (25%) during the execution of the Contract but without any change in unit price or other terms and conditions.

ITB. 25. Corrupt or Fraudulent Practices

The Purchaser requires that the bidders observe the highest standard of ethics during the procurement and execution of the Contract(s).

ITB.25.1. In pursuance of this policy, the Purchaser defines, for the purposes of this provision the terms set forth below as follows:

a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in execution of the Contract.

b. "Fraudulent practice" means a misinterpretation of facts in order to influence the procurement process or the execution of Contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

ITB.25.2. The Purchaser will reject a bid or cancel the Contract if already placed, if it determines that the bidder recommended for award or on whom the Contract has already been placed has engaged in corrupt or fraudulent practices in competing for the Contract in question.

ITB.25.3. The Purchaser may declare a firm ineligible for issue of Contract, either indefinitely or for a stated period of time, if it any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing an earlier contract of the Purchaser

ITB. 26. Purchaser's right to accept any bid, and to reject any or all bids.

WBSETCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to bidders.

ITB. 2. Pre-bid meeting

ITB.2.1. The bidder or its authorised representative is invited to attend pre-bid meeting to be held on the date, time and location specified in BDS. The purpose of the meeting will be to clarify the exact scope of work, and any issues regarding the bidding documents and the technical specifications for its clarification, if raised at that stage by the bidders. The Purchaser shall not be under any obligation to entertain /respond to suggestions made or to incorporate modifications sought for by the prospective bidders.

ITB.2.2. Any modification/amendment of the bidding documents shall be made by the Purchaser exclusively through the issue of an amendment pursuant to ITB. 6

ITB.2.3. Non-attendance at the pre-bid meeting will not be a cause for disqualification of bidders but at the same time shall not entitle them to raise any query at a later date.

ITB.2.4. Any essential requirement not included in the Price Schedules but required for successful commissioning and operation of Works as per scope of Contract shall be indicated by the bidders as per Form: 13 and any additional information as per Form:12 shall be submitted before the pre-bid meeting by the date specified in the BDS. The Purchaser shall make related modifications/ amendments as may be considered necessary based on this form in the bidding documents as per provisions mentioned in this clause.

ITB.2.5. Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Purchaser has considered such amendments.

Section III- GENERAL PURCHASE CONDITIONS

GCC.1. Definitions

The following words and expressions shall have the meaning hereby assigned to them.

GCC.1.1. "Defect Liability Period" means the period of validity of the warranties given by the Supplier commencing at completion of the supply, during which the Supplier is responsible for rectification of defects and damages with respect to the Equipment / Materials as provided in GPC.18

GCC.1.2. The terms "Equipment" and "Materials" shall mean and include all things to be provided by the Supplier in terms of the provisions of the Order.

GCC.1.3. "GPC" means the General Purchase Conditions hereof.

GCC.1.4. Periods
In these provisions "Day" means calendar day. However "Working day" as used herein means all calendar days excluding Sundays and Government holidays in West Bengal. "Month" and "Year" and all dates shall be reckoned according to the Gregorian calendar.

GCC.1.5. "Price Schedule" means the schedules or any part or individual schedule thereof, submitted by the bidder with his bid.

GCC.1.6. "Purchase Order" (PO) or Order means notice of acceptance of the bid in writing to the successful bidder, indicating the sum WBSETCL will pay for the procurement of Equipment / Materials along with the terms and conditions of supply.

GCC.1.7. "WBSETCL" means West Bengal State Electricity Transmission Company Limited (WBSETCL), Kolkata, and includes its legal successors and permitted assigns.

GCC.1.8. "Supplier" shall mean the individual firm, company or corporation whether incorporated or otherwise to whom the Purchase Order is addressed and shall include its legal successors and permitted assigns.

GCC.1.9. "Site" includes the place or places, where Equipment/Materials are to be delivered and/or the place of installation of Equipment/ Materials as specified by the WBSETCL.

GCC.1.10. 'Order value' means the sum total of contract price stated in the Letter of Award as payable to the supplier for supply of the equipment/ materials under the scope of the order subject to such addition & adjustment thereto or deductions there from as may be made pursuant to the terms of the Order. In case where separate identifiable equipment/ materials can be delivered and taken over by the purchaser and for which separate delivery schedule is provided in the Order, in relation to such supply, the order value shall mean the price relatable to such supplies completed and taken over by the Purchaser.

GCC.2. Governing Law

The Purchase Order shall be governed by and interpreted in accordance with laws in force in India including any such Laws promulgated or comes into force during the period of the Purchase Order. The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Purchase Order.

GCC.3. Disputes

GCC.3.1. If any dispute or difference of any kind whatsoever will arise between the WBSETCL and the Supplier in connection with or arising out of the Order, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation. If, after ninety (90) days from the date of dispute is first brought to the notice of any party and the parties have failed to resolve their dispute or difference by such mutual consultation, then either the WBSETCL or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of the matter may be commenced unless such notice is given.

GCC.3.2. **Arbitration**

GCC.3.2.1. The WBSETCL shall appoint an arbitrator whose decision shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement. If, for any reason, an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate and a substitute shall be appointed in the same manner as the original arbitrator.

GCC.3.2.2. The arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of the arbitration shall be equally shared by the WBSETCL and Supplier. The arbitration shall be conducted at Kolkata.

GCC.3.2.3. Notwithstanding any disputes with reference to the Order pending for arbitration, the Supplier shall continue to perform his obligations in accordance with the WBSETCL's decision or instruction, and WBSETCL shall also continue to perform his obligations under the Order including payment of any monies due to the Supplier.

GCC.4. Terms and Procedure for Payment

GCC.4.1. The payments to the Contractor for the performance of the Contract will be made by the Purchaser as per terms and conditions specified in the SCC. No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the Works and services or any part thereof. The currency of payment shall be Indian rupees. The payments made to the Contractor shall be subject to deductions towards security deposit.

GCC.4.2. Price variation, where applicable, will be allowed on quoted ex-works price of bidders' own manufactured Equipment / Materials only up to the scheduled date of delivery or actual date of delivery whichever is earlier. Any increase in price, beyond the scheduled delivery period of the Order will not be borne by WBSETCL, if the delay is due to any default on the part of the Supplier. However, if the delay is attributable to the WBSETCL, price escalation will be borne by the WBSETCL.

GCC.5. Specifications and Drawings

Any information, details etc called for in the specification and not shown in the drawings and vice-versa have the same effect and meaning as if called for and shown both in the specification and drawings. In case of conflict between drawings and the specifications, the decision of the WBSETCL or his duly authorised representative shall be final and binding.

GCC.6. Performance Guarantee

GCC.6.1.

The bid security amount submitted by the Contractor in the form of Demand Draft~~/ Banker's Pay Order/ Banker's Cheque~~ shall be retained by the Purchaser as initial security deposit for the due and faithful fulfilment of the Contract by the Contractor. Further, at the time of making any payment to Contractor for the work done under the Contract, the Purchaser shall deduct ten percent (10 %) of the gross value of each running bill, till the total deductions including initial security deposit, on this account is equivalent to ten percent (10 %) of the Contract Price.

The Security deposit amount shall be refunded by the Purchaser on expiry of defect liability period provided that the Controlling Officer is

satisfied that there is no demand outstanding against the Contractor. The Purchaser shall have absolute discretion to forfeit the security deposit for any default on the part of Contractor in the performance of the Contract, including its obligations under the defect liability period. No interest shall be payable by the Purchaser to the Contractor against security deposit

GCC.7. Taxes, Duties and Other Levies

GCC.7.1. CGST and SGST/WBGST or IGST, as the case may be, and any other levies/ duties payable shall be shown separately in the tax invoice. This shall be to the account of the WBSETCL, unless otherwise mentioned in the Purchase Order.

GCC.7.2. For the purpose of the Order, the price for the ordered quantity is based on the taxes, duties, levies and charges prevailing at the date seven (7) days prior to the last date of bid submission (hereinafter called “Tax” in this paragraph). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Order, which was or will be assessed on the Supplier in connection with performance of the Order, an equitable adjustment of the Order price shall be made to fully take into account any such change by addition to the Order price or deduction there from, as the case may be. The WBSETCL shall not be liable to make any adjustment for the change in Tax in respect of transactions between Supplier and its sub-vendors, as disclosed in Annexure: 7 of Section V-A.

GCC.7.3. In case of any Equipment/ Materials directly sourced by the Supplier from outside India, no Custom Duty or its variation, if any, will be paid separately. However, the supplier shall pass on the benefit of Input Tax Credit (ITC) of IGST paid or payable at the time of import.

GCC.7.4. The WBSETCL shall not take any additional liability towards enhanced taxes, duties and price variation beyond the scheduled delivery period as incorporated in the Purchase Order, if the delay is due to any failure on the part of the Supplier.

GCC.7.5. WBSETCL shall deduct tax from the payment made or credited to the supplier on the taxable goods at applicable rate.

GCC.8. Patent rights & Royalties

GCC.8.1. Royalties and fees for patents covering Equipment / Materials shall be deemed to have been included in the price quoted by the Supplier. The Supplier shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or

claims for patent infringements and shall keep the WBSETCL indemnified in that regard.

GCC.8.2. The Supplier shall indemnify and hold harmless the WBSETCL, his successors or assignees, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the WBSETCL may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Order by reason of sale of the products produced by the Equipment / Materials in any country. Such indemnity shall not cover any use of the Equipment / Materials or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Order, any infringement resulting from the use of the Equipment / Materials or any part thereof, or any products produced thereby in association or combination with any other Equipment / Materials not supplied by the Supplier, pursuant to the Order.

GCC.9. Design and Engineering

The matters regarding submission and approval of drawings/ samples/models or any other information related thereto shall be governed by the provisions made in the Technical Specification as per Section IV.

GCC.10. Quality Assurance Plan

If mentioned in the Purchase Order, the Supplier shall have to submit a Quality Assurance Plan as per Appendix 1 to Annexure: 14 of Section V-B, indicating the specific quality control procedure and practices adopted in the major activities of production to ensure manufacturing standard, immediately on receipt of the Purchase Order.

GCC.11. Packing

The Equipment / Materials shall have to be securely packed in optimum quantity and size so that each package is capable of handling and is transportable as indicated in the Technical Specifications. Due care shall be taken during transportation to keep the packing and Equipment / Materials in good order condition for acceptance by Site.

GCC.12. Inspection & Testing

GCC.12.1. The Supplier shall give at least fifteen (15) days prior intimation about the readiness of the Equipment / Materials at the Supplier's works for testing and inspection. Supplier while making the inspection call shall:

a. confirm the readiness of the Equipment / Materials for the inspection and testing;
b. availability of necessary equipment for such testing;
c. submit copies of routine test certificates indicating the test results in six (6) copies to the inspecting authority, failing which the inspection call will not be accepted.

GCC.12.2. The Inspection will be carried out by the representatives of WBSETCL. The WBSETCL shall, at first confirm by the quickest possible means and later in writing, of his intention to attend the tests. The WBSETCL shall attend the testing at the place so named within this period. The Equipment / Materials shall be subjected to tests as per relevant standards mentioned in the Technical Specification. If the standard has the provision of routine tests, each Equipment / Materials shall be subjected to those routine tests. If the Equipment / Materials are found acceptable after inspection and testing, the same shall be suitably marked by the WBSETCL's inspecting officer. All necessary assistance in this regard shall be extended by the Supplier to the WBSETCL's inspecting team free of cost.

GCC.12.3. If the WBSETCL or his designated representatives fails to attend the test and/or inspection or if it is agreed between the parties that WBSETCL's representative shall not attend the test, then the WBSETCL may advise the Supplier in writing to proceed with the test and/or inspection in the absence of WBSETCL's representative. The Supplier shall provide the WBSETCL with a certified report of the results thereof.

GCC.12.4. Cost of inspection& testing
The entire cost of the inspection and testing of the Equipment / Materials as per requirement shall be borne by the Supplier. The expense of the inspectors of WBSETCL towards lodging, boarding and travel and other incidental expenditure shall be borne by WBSTECL.

GCC.12.5. Calibration of testing equipment
Calibration Certificate issued by laboratory accredited by NABL, CPRI, ERDA or equivalent institutions as acceptable to the WBSETCL may be accepted unconditionally provided the certificate bears the logo of the accreditation body. If during Inspection & Testing, Supplier fails to produce Calibration Certificate of the testing equipment as indicated above, the inspection shall not be carried out and such inspection call shall be treated as fake inspection call and costs thereof shall be recovered by the WBSETCL accordingly.

GCC.12.6. The WBSETCL reserves the right to reject Equipment / Materials found to be not complying with the requirement of the specifications and standards. The Supplier shall extend all facilities for such inspection and testing for which no extra cost shall be charged by the Supplier.

GCC.12.7. Repetition of Tests

If any of the Equipment / Materials fails to pass during inspection and testing, the Supplier shall arrange for repeat tests as per standards specified in Technical Specifications, at his own cost and expenses.

GCC.12.8. Cost of fake inspection call

In case of failure to make available the Equipment / Materials for inspection as per the inspection call given by the Supplier of any particular lot of Equipment / Materials, re-testing fee will be charged @ Rs. 5,000/- (within the State of West Bengal) & @ Rs.20,000/- (outside State) for carrying out each subsequent inspection of that particular lot, after the re-offer.

GCC.12.9. Reports of Inspection and Tests

After the tests have been completed at the Supplier's works, the Supplier shall submit six (6) copies of test reports to the WBSETCL. Material Inspection Clearance Certificate (MICC)-cum-Delivery Instruction (DI) will be issued by the inspection team of the WBSETCL on successful completion of inspection and testing.

GCC.13. Delivery

GCC.13.1. Delivery schedule will be as mentioned in the Purchase Order and it shall be adhered to. Delay in meeting scheduled delivery period as stipulated shall be liable for liquidated damages.

GCC.13.2. After receiving dispatch clearance/dispatch instruction (DI) from the WBSETCL, the Supplier shall deliver the Equipment / Materials suitably packed, at the place of delivery. The Equipment / Materials are to be booked only by road and should be suitably packed and fully insured against all risks. The Equipment / Materials should be delivered as per the DI immediately. After dispatch of Equipment / Materials by road, the Supplier shall notify the WBSETCL about the value of consignment, weight and dimension of consignment by fax and post a copy by registered post, enclosing all the relevant documents, on the strength of which the consignment can be taken delivery at destination.

GCC.13.3. The Equipment / Materials delivered to Site will be subjected to re-inspection/testing and if any discrepancy/dispute in quality arises, the Supplier shall have to replace the entire lot at the Supplier’s cost.

GCC.13.4. The required number of way bills (Part II) shall be generated by the Supplier as per online way bill issue system of the State Commercial department as prescribed from time to time. The WBSETCL shall not be responsible for any delay or any consequences resulting from the issue of way bill.

GCC.14. Removal of rejected Equipment / Materials and replacement

GCC.14.1. If upon delivery, whether inspected and approved earlier or otherwise, the Equipment / Materials is not in conformity with the specifications, the same shall be rejected by the WBSETCL or his duly authorised representative and notification to this effect will be issued to the Supplier within ninety (90) days from the date of receipt of the Equipment / Materials at the Site.

GCC.14.2. The Supplier shall arrange at his cost for removal of the rejected Equipment / Materials within thirty (30) daysfrom the date of notification. In the event, the Supplier fails to remove the Equipment / Materials within the said thirty (30) days, the WBSETCL shall be at liberty to dispose of such Equipment / Materials in any manner as he may think fit. All such expenses shall be recoverable from the Supplier.

GCC.15. Risk Purchase

GCC.15.1. If the Supplier fails to deliver the Equipment / Materials within the specified delivery period, the WBSETCL shall be entitled to purchase the Equipment / Materials, or if not available, the best and nearest available substitute from elsewhere on the account and at the risk of the Supplier. The WBSETCL will also be entitled to cancel the Order, either in part or in full, and the Supplier shall be liable to compensate the WBSETCL for any loss or damage which the WBSETCL may sustain by reason of such failure on the part of the Supplier.

GCC.15.2. If there is a failure to execute the Order, or there is any breach on the part of the Supplier in the terms and conditions of the Purchase Order, the WBSETCL reserves the right to invoke performance guarantee and may deduct the additional amount, if any, so incurred by the WBSETCL from other claims/bills lying with the WBSETCL against the relevant Order or any other Order.

GCC.16. Liquidated Damages

Supply and delivery (physical delivery of Equipment / Materials at the place of delivery in accordance with the Delivery Instruction) of the Equipment / Materials should be as per the delivery schedule. If the Equipment / Materials are not delivered within stipulated period as per delivery schedule, WBSETCL reserves the right to repudiate the Purchase Order. But the WBSETCL may, at his discretion, extend the delivery schedule subject to imposition of liquidated damages at half percent (0.5%) of the value of the Equipment / Materials physically delivered beyond the schedule delivery period for each week of delay or part thereof up to a maximum limit of five percent (5%) of the value of total Order value and accept the Equipment / Materials beyond the

stipulated period. Liquidated damages, if any, shall be recovered from the outstanding bills/performance guarantee.

GCC.17. Defects Liability

GCC.17.1. In the event of any defect in the Equipment / Materials arising out of faulty design, materials, workmanship within the Defects Liability Period as mentioned in the Purchase Order, the Supplier shall be responsible for rectification of the defect, damage or replacement of the defective or damaged Equipment / Materials to the satisfaction of the WBSETCL.

GCC.17.2. If any defect shall appear or damage occurs in the Equipment / Materials, the WBSETCL shall forthwith inform the Supplier in writing for taking up the immediate rectification work within the period specified in such notice.

GCC.17.3. The Supplier shall rectify the defect or damage or replace the Equipment / Materials at his cost, within the time specified in the notice, to the satisfaction of the WBSETCL. If the Equipment / Materials are required to be taken to the works of the Supplier for the purpose of repairs or rectification, the Supplier shall be authorized to take such Equipment / Materials only on the submission of a bank guarantee, as per Annexure: 16 of Section V-B, equivalent to the ordered value of such Equipment / Materials being taken back to the works of the Supplier.

GCC.17.4. If the Supplier fails to rectify the damage/defect within the specified time, the WBSETCL may carry out the work himself or get it done by others at the risk and cost of Supplier. The Supplier shall pay to the WBSETCL, the cost of such work carried out by the WBSETCL within fifteen (15) days of receipt of notice thereof from the WBSETCL.

GCC.17.5. The WBSETCL shall have a right to invoke the Performance Guarantee for failure on the part of the Supplier to pay the cost as referred in GPC.18.4 above, or failure to full fill its obligations under the Defect Liability Period.

GCC.17.6. Upon completion of the Defects Liability Period and upon fulfilment of all obligations by the Supplier with respect to the Purchase Order, the WBSETCL shall issue a Defect Liability certificate within thirty (30) days of such completion.

GCC.18. Compliance of regulations

GCC.18.1. The Supplier shall ensure that all Equipment / Materials covered by the Order shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws, regulations including Industries (Development & Regulations) Act, 1951

and any amendments there under, any labour laws, working conditions and technical codes and requirement as applicable from time to time.

GCC.18.2. The Supplier shall deliver such documents as may be required by the WBSETCL as an evidence of compliance. Any liability arising out of contravention of any of the laws in executing the Order shall be the sole responsibility of the Supplier and the WBSETCL shall not be responsible in any manner whatsoever.

GCC.19. Force Majeure

Supplier shall not be considered in default if delay in delivery occurs due to reasons beyond his control such as acts of God, natural calamities, civil wars, strikes, fire, frost, floods, riot and acts of unsurpassed power. Only those reasons which have duration of more than seven (7) days shall be considered as Force Majeure. A notification to this effect duly certified by local chamber of commerce/statutory authorities shall be given by Supplier to the WBSETCL. In the event of delay due to Force Majeure, the delivery schedule will be extended for a length of time equal to the period of Force Majeure, or at the option of the WBSETCL, the Order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the WBSETCL.

GCC.20. Termination

The WBSETCL reserves the right to cancel the Order in part or in full by giving an advance notice of thirty (30) days thereby if

a. The supplier fails to comply with any of the terms of the Order
b. The supplier becomes bankrupt or goes into liquidation
c. The supplier makes general assignment for the benefit of the creditors
d. Any receiver is appointed for the property owned by the Supplier

GCC.21. Assignment

The Supplier shall not, without the express prior written consent of the WBSETCL assign to any third party the Order or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the Supplier shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Order.

Section IV – SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC), Section-IV, shall supplement/amend the General Purchase Conditions of Contract (GPC), Section-III. Wherever there is a conflict, the provisions in SCC shall prevail over those in the GPC.

SCC Item No.	GCC Clause Ref, If any	Data
1		The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract
2		The Appointing Authority for Adjudicator shall be Chief Engineer Transmission (O & M-I)
3	GPC 5	The terms of payments are as under: The bill or GST invoice in triplicate along with SRV, Challan, Warranty & relevant supporting documents are to be submitted to the site engineer for incorporating necessary certificate and forwarding the same to this office for arranging payment by the paying officer in due course subjected to deduction of 10 % as security deposit including initial security deposit.
4	Paying Authority	The Paying Authority shall be the Manager (F&A), Berhampore Area Office, WBSETCL.
5	Consignee Officer	The Engineer-in-Charge (Electrical), Berhampore132KV Sub-Station, WBSETCL.
6	Controlling Officer	The Controlling Officer will be the SE & Area Manager, Berhampore Area Office, WBSETCL.
7	GPC 7	Security Deposit: The purchaser shall deduct @ 10 % or any equivalent amount from Bill as security deposit till the total deduction becomes 10 % of the final contract price including initial security deposit.
8	GPC 18	Defects Liability: In the event of any defect in the Equipment / Materials arising out of faulty design, materials, workmanship within the Defects Liability Period as mentioned in the Purchase Order, the Supplier shall be responsible for rectification of the defect, damage or replacement of the defective or damaged Equipment /

		Materials to the satisfaction of the Purchaser. The materials supplied shall be guaranteed for 12 (Twelve) months from the date of delivery against any defect of materials. Any item not satisfying the specifications or performance characteristics shall have to be replaced free of cost within a reasonable time after receipt of intimation from the ordering authority.
9	**Delivery Schedule:**	All materials are to be delivered at Berhampore 132 KV Sub Station at your own responsibility **within 90 (Ninety**) days from the date of approval of Drawings. Drawings are to be submitted by the manufacturer within 10 (ten) days from the date of placement of order. The delivery schedule mentioned herein is inclusive of the period required for conducting tests, inspection etc. if so required by the Purchaser.

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

TENDER DOCUMENT FOR

"Supply & Delivery of 50(fifty) nos.of reputed make 250 Watt LED Flood Light at Berhampore 132 KV Substation under Berhampore Area Office,WBSETCL."

NIe-T No: BAO/ELECT/26-27/02 , **Dated: 12.06.2026**

Section VI
Annexure

OFFICE OF THE SUPERINTENDING ENGINEER AND AREA MANAGER
BERHAMPORE AREA OFFICE
BERHAMPORE, MURSHIDABAD, WEST BENGAL
ADMINISTRATIVE BUILDING, WBSETCL, MURSHIDABAD: 742407

SECTION VI-A

1. Bid Form
2. Price Schedule
3. Power of Attorney in favour of Signatory of the Bid
   (To be executed on Non-judicial Stamp paper)
4. Qualification Criteria
5. Declaration regarding eligibility
6. Bid Security

SECTION VI-B

7. Contract Agreement
8. Letter of Award (LoA)
9. Bank Guarantee for Contract Performance
10. Proforma for Material Accounting & Reconciliation
11. Proforma of Indemnity Bond for “Purchaser Issued Materials”

SECTION VI-A

1. Bid Form

To,

…….. [WBSETCL address]…….

Sub: Bid for…….. against NIT no. ……

Dear Sirs,

We, the undersigned bidder, having read and examined in detail the specifications and the terms and conditions in the bidding documents do hereby submit our bid for the subject NIT as per the following details.

We confirm that the Works and services will be completed as per the schedule of completion specified in the bidding documents.

We understand that rate of applicable CGST plus WBGST, or IGST, as the case may be, quoted by us in the Bid is binding on us. For the purpose of bid comparison, the said quoted rate would be considered as the rates of taxes & duties in force as on seven (7) days prior to the last date of submission of bids.

We further understand and hereby confirm , any variations in applicable CGST plus WBGST, or IGST, as the case may be, and levies on these transactions is also to our account and no claim whatsoever will be entertained by you in this respect.

If our bid is accepted, we agree to provide contract performance guarantee for an amount equal to three percent (1 %) of the contract value, either by way of adjustment of the bid security and deductions from progressive payments, or by submitting a bank guarantee, as per the General Conditions of Contract.

1.	Name of bidder Office Address Tel. No.: Fax No.: E-mail: Factory Address	

	Tel. No.: Fax No.: E-mail:	
2.	Address of bidder's Office Name: Designation: Address: Tel. No.: Fax No.: E-mail:	
3.	(i) **Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws**:(a copy of certificate of registration to be enclosed) (a copy of certificate of registration to be enclosed)	-
4.	TAN No.: (a copy of certificate to be enclosed) PAN No: (a copy of certificate to be enclosed)	
5.	SSI/MSME Regn. No. validity up to:	

	(a copy of certificate of registration and proof of validity should be enclosed)	
6..	Particulars of Bid Security submitted	Bank draft/Banker's cheque/Pay Order Number: Amount: Issued by: ***[Insert for procurements valuing Rs. Fifty (50) lakhs and above]*** Bank Guarantee No. and date Name of the Issuing Bank Amount of BG Validity
7.	Offer validity	Agreed to the validity period specified by WBSETCL in detailed NIT
8.	E.P.F/E.S.I number: (a copy of certificate of registration should be enclosed)	

We enclose herewith all the supporting documents along with the Bid Form in line with the requirement of ITB.

a. Bid Form & Price Schedule
b. Bid Security
c. A Power of Attorney
d. Details and documentary evidence to establish that the bidder meets the qualification requirements
e. A declaration affirming eligibility

f. Technical drawings and documentation as specified (insert if applicable)

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

2. Price Schedule

Price Schedule

S.No	Description of Item	Estimated Cost (INR)
i.		
ii.		
iii.		
iv.		
iv.		
v.		
vi.		
vi.		
Total (Erection Work)		

Note: This is a representative sample Price Schedule calculation format. This format may be changed/added/deleted depending upon the nature and scope of Works and Services.

3. Power of Attorney in favour of Signatory of the Bid

[Applicable for companies and partnership firms]
(To be executed on non-judicial stamp paper of appropriate value)

KNOW ALL MEN BY THESE PRESENTS THAT WE,…… [insert the name of the Bidder]……. a Company incorporated under the Companies Act, 1956 and having its registered office at ……[insert address] ……. (hereinafter referred to as the Bidder) having been authorized by the Board of Directors of the Company, inter alia, to execute contracts in the name of and for and on behalf of the Company. I …… [insert name of the person giving the power of attorney]…….presently holding the position of …….. (insert designation of the person giving the power of attorney)…… in the company do hereby constitute, appoint and authorize Shri…… (insert name, designation and residential address of the person to whom the power of attorney is being given)…… as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our bid against NIT no. …….. floated by WBSETCL. I hereby further authorize the above attorney for signing and submission of the bid and all other documents, information related to the bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the bid and such documents related to the bid, and providing responses and representing us in all the matters before the Purchaser in connection with the Bid for the said tender till the completion of the bidding process.

I accordingly hereby nominate, constitute and appoint above named …… severally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

WE do hereby agree and undertake to ratify and confirm whatever the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Company if these presents had not been made.

IN WITNESS whereof I,…….. have executed these presents this the ……day of ……at ……...

…….
EXECUTANT

Designation ……...

Name of Company…….……

…….

Specimen Signature of Attorney

Name……

Designation……..

Signature of the Attorney Attested

……

EXECUTANT

Name……

Designation……

Office Seal……

4. Qualification Criteria

NIT No:

Bidder's Name and address

To
WBSETCL address

Dear Sirs,

We seek qualification under NIT No ------- and our qualification data is enclosed in the following Forms:

1.	Annexure 4A	:	Details for meeting financial qualification requirements
2.	Annexure 4B	:	Details for meeting technical qualification requirements

We further understand and agree that any misleading or false information furnished by us may result in summary rejection of our bid.

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note: The Bidder shall enclose relevant documents like copies of self attested LoAs, completion certificates, agreements etc. supporting the details/data provided in Annexure - 4A and 4B.

Annexure - 4A: Details for meeting financial qualification requirement

NIT No:

Bidder's Name and address

To
WBSETCL address

Dear Sirs,

To satisfy the requirements stipulated in the Bidding Documents, we provide the following details.

We confirm that our annual turnover during any of the preceding three financial years as on date of bid opening is not less than ……(insert the amount as per NIT)…….. In support of above, we are enclosing ……*[Balance Sheets and Profit & Loss Account duly certified by the statutory auditors, or IT Return duly acknowledged by the tax department, or any other documents to be inserted as applicable]*…….... We are also enclosing authenticated copies of original documents defining the legal status, place of registration and principal state of business.

S No		
1.	Annual Turnover Financial Year (Note: The financial year should be any one out of the preceding three (3) financial years as on the date of bid opening)	Rs. Lakhs …….
2.	Net Worth as at the end of the financial year immediately preceding the date of bid opening ***[Insert only for Works and services having estimated cost Rs Fifty (50) lacs and more, as applicable]***	
3.	We have enclosed [Balance Sheets and Profit & Loss Account certified by the statutory auditors/ IT Return duly acknowledged by the tax department] for the above mentioned financial years	Yes/No
4.	We have enclosed authenticated copies of original documents defining the legal status, place of registration and principal state of business. [Enclose Memorandum of Association and Articles of Association of the Company and certificate of incorporation]	Yes/No

Date: (Signature).....

Place:

(Printed Name).....

(Designation).....

(Seal).....

Annexure - 4B: Details for meeting technical qualification requirement

NIT No:

Bidder's Name & Address:

To

WBSETCL Address

To satisfy the technical qualification requirements stipulated in Bidding Documents, we provide the following details.

List of similar Works and services executed in last five (5)* years:

S No	Owner/ Client	Scope of works	Order Value	Schedule Time of Completion	Actual Time of Completion	Reason for delay (if any)

** Bidders can choose to mention important assignments executed within the period as mentioned in the qualifying requirements.*

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

- Continuation sheets of like size and format, may be used and annexed to this format if required.
- Relevant client certificates or any other documents to be furnished to justify the above data

5. Declaration regarding eligibility

(To be executed on non-judicial stamp paper of appropriate value as applicable in the state of West Bengal)

I am the ……*[insert title/ designation]*…….. and the duly authorized representative of ……*[insert name of the bidder]*…….. and that I possess the legal authority to make this Declaration on behalf of the bidder.

I solemnly declare and affirm that to the best of my knowledge, information, and belief, the above bidder:

a) Is not insolvent or is not in receivership or is not a bankrupt or is not in the process of being wound up, or has not entered into an arrangement with creditors; or,
b) Have fulfilled his obligations with regard to the payment of taxes or other payments due in accordance with the laws of the country; or
c) Have not been declared by WBSETCL to be ineligible for participation in tenders on account of any fraud and/or corruption in competing or executing a Contract.

Further, I also declare that the affairs of the business are not being administered by a court, judicial officer or by an appointed liquidator; and the bidder has not suspended business or is in any analogous situation arising from similar procedures under the laws and regulations of India.

I declare that the particulars furnished above are true and correct to the nest of my knowledge and belief and nothing in material have been concealed or misrepresented.

Date:

Place:

Signature.....

Name.....

Designation.....

Seal.....

6. Bid Security

Bank Guarantee

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. .....

Date.....

To

[Purchaser's Name and Address]

Dear Sirs,

In accordance with NIT No. ....., M/s ..... having its Registered/Head Office at..... (here-in-after called the 'Bidder') wish to participate in the said tender for [Name of tender] .....

As an unconditional and irrevocable bank guarantee against Bid Security for an amount of .....(*insert in words and figures)…… valid for.....(insert number of days).....days from .....(**)..... is required to be submitted by the Bidder as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the ..... [Name & address of the Bank] ..... having our Head Office at ..... (#) ..... guarantee and undertake to pay immediately on demand by West Bengal State Electricity Transmission Company Limited (WBSETCL) the amount of .....(*insert in words and figures)..... without any reservation, protest, demand and recourse. Any such demand made by the Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to .....(@)..... If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s..... [Bidder's Name]..... on whose behalf this guarantee is issued.

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 [thirty (30)] days from the above mentioned expiry date of validity or, from that of the extended date.

In witness where of the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS	**SIGNATURE OF AUTHORIZED SIGNATORY OF THE BANK**
……	……
(Signature)	(Signature)
……	……
(Name)	(Name)
……	……
(Official Address)	(Official Address)

Authorized vide

Power of Attorney No:…….

Date…….

Note: 1. (*) The amount shall be as specified in the NIT.

(**) This shall be the date of opening of bids.

(#) Complete mailing address of the Head Office and issuing branch of the Bank to be given with fax no./telephone no. of the contact person

(@)The bid security shall be valid for a period as specified in NIT.

2. The Stamp Paper of appropriate value shall be purchased in the name of Bidder/Bank issuing the guarantee

SECTION VI-B

7. Contract Agreement

[Applicable for contracts with value of Rs. Fifteen (15) lacs and above]

THIS CONTRACT AGREEMENT is made the ……..day of ……, 20……

BETWEEN

West Bengal State Electricity Transmission Company Limited, having been constituted under the Company's Act , 1956 (read with W.B. Power Sector Reforms Transfer Scheme 2007) under Section 131(4) of the Electricity Act, 2003, having its Registered office at ……(hereinafter referred to as the "WBSETCL" or "Purchaser" which expression , unless repugnant to the context shall include its administrators, successors, executors and permitted assigns) OF THE FIRST PART ,

and

…….. **[Name of Contractor]**……., a company incorporated under the Companies Act, 1956, having its principal place of business at ……..[address of Contractor]……..…. (hereinafter referred to as the "Contractor" which expression shall include its administrators, successors, executors and permitted assigns) OF THE SECOND PART.

(OR)

…….. **[Name of Contractor]**……., (a Partnership Firm) registered under the Indian Partnership Act, 1932, having its Head Office at ……..[address of Contractor]……. and consisting of …….. Partners namely …….. (hereinafter referred to as the "Contractor" which expression shall include its administrators, successors, executors and permitted assigns) OF THE SECOND PART.

(OR)

…….. **[Name of Contractor]**……., a proprietary concern having its principal place of business at ……..[address of Contractor]……. and owned and controlled by its Sole Proprietor namely ……. (hereinafter referred to as the "Contractor" which expression shall include its administrators, successors, executors and permitted assigns) OF THE SECOND PART.

WHEREAS the Purchaser has invited bids for …….[briefly describe the scope of Works and services] …….. as per NIT no. ……

AND WHEREAS the Contractor had participated in the above referred bidding vide their bid proposal no. …….. dated …….. including its amendments, if any and Purchaser after examining the said bid accepted their aforesaid bid and awarded the Contract to the Contractor on terms and conditions more specifically contained in its Letter of Award No. …….. and the documents referred to therein, which have been unequivocally accepted by the Contractor resulting into a concluded contract, hereinafter called the "Contract".

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

1. AWARD OF CONTRACT

1.1. The Purchaser has already awarded the CONTRACT to the Contractor for the Works and service of …….. on the terms and conditions contained in the Letter of Award No. …… dated …… and the documents referred to therein and under these presents. The contract has taken effect from ……. i.e. the date of issue of the aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract" referred to in the succeeding article.

2. CONTRACT DOCUMENTS

2.1. The following documents shall constitute the Contract between the Purchaser and the Contractor, and each shall be read and construed as an integral part of Contract:

i. The Contract agreement
ii. Letter of Award
iii. Special Conditions of Contract, including any amendment/errata thereto
iv. General Conditions of Contract, including any amendment/errata thereto
v. Technical Specifications and Bid Drawings, including any amendment/errata thereto
vi. The bid submitted by the Bidder, i.e. Bid Form along with its attachments and Schedule of Quantities/Price Schedules
vii. Annexures

3. CONDITIONS & COVENANTS

3.1. The scope of Works and services under the Contract shall include ……

3.2. The scope of Works and services under the Contract as specified above, consideration, terms of payment, taxes, duties and insurance wherever applicable, agreed time schedule, liquidated damages for delay and all other terms and conditions are contained in the Contract and the Contract shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of this Contract.

3.3. The progress of Works and services shall conform to the agreed work schedule.

3.4. The Contract Agreement constitutes full and complete understanding between the parties and terms of these presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Contract Agreement. Any modifications of the Contract Agreement shall be effected only by the written instrument signed by the authorized representatives of both the parties.

4. The total Contract price for the entire scope of this Contract as detailed in clause no. ……. of the Letter of Award is …… Detailed Price Schedules are attached herewith.

5. The Terms of Payment is governed by GCC clause no. ……

6. Governing Laws

6.1. The laws applicable to this Contract shall be the laws in force in India

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution thereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at ……..…[mention the place where Contract is signed]…….

Signed by for and on behalf of the Purchaser

……
[Signature]

……
[Title]

In the presence of

…… (Signature, Name and Title)

Signed by for and on behalf of the Contractor

……
[Signature]

……
[Title]

In the presence of

…… (Signature, Name and Title)

8. Letter of Award (LoA)

Ref. No.:

Date:

To,

……....

Contractor's Name & Address

……

Attn: Mr……..

Sub: ……..… [brief description of scope of Works and services]……

Ref: (i) NIT No: …….

(ii) Bidding documents against NIT No ……..along with clarifications/ amendments dated …… *[References of all correspondence (if any) with successful bidder(s) to be referred]*

(iii) Your bid dated …..… against NIT No.…… and subsequent letter dated ……. *.[Reference of all correspondence (if any) by successful bidder(s) to be referred]*

Dear Sir,

On reference to the above, we are pleased to place this Letter of Award with you for the …….[insert the name of the Works and services]…… at the price and terms and conditions stipulated in General Conditions of Contract, Special Conditions of Contract, Technical Specifications and Schedule of Quantities.

1. Scope of Works and services
   ……. [insert brief scope of Works and services]……

2. Contract Price

Rs…… [insert value in figures]……
Rupees……. [insert value in words]……..
Above prices are firm and not subject to any variation on any account.

The prices given above are inclusive of loading and unloading at Site and at Contractor's works and inclusive of cost of transportation and transit insurance. The prices given above are inclusive of all taxes and duties applicable.
Detailed Price Schedules will be attached herewith.

3. Taxes & Duties:

[Insert provisions with regard to taxes and duties as applicable to the contract]

Goods and Services Tax:

CGST plus WBGST, or IGST, as the case may be, will be paid extra at the applicable rate in force as on seven (7) days prior to the last date of submission of bids.
The Tax invoice should contain valid PAN issued by Income Tax Department, Government of India and such other details as has been mentioned in Rule 46, Tax invoice, of Central Goods and Services Tax (CGST) Rules, 2017.
The supplier is requested to furnish one copy of each of the tax invoice, duly attested by the Paying Authority, to the Manager (F&A), Compilation and Tax, Corp. Finance, WBSETCL, Vidyut Bhavan (9th Floor), Kolkata-700091.
WBSETCL shall deduct tax from the payment made or credited to the supplier, on the value of taxable services, 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
WOCC: WOCC Tax will be applicable as per notification of Govt. of West Bengal.
BOCWWC: GCC.14.4. The Contractor shall be responsible for Labour Welfare Cess applicable on the value of the Erection Contract under BOCW (RECS) Act 1996 and Building & Other Construction Workers Welfare Cess (BOCWWC) Act 1996 (and subsequent amendments thereof), which is to be deducted at source by the Purchaser for deposition into Govt. Welfare Fund.
Taxes on supply of materials, if involved
[Method of payment of taxes and duties to be mentioned here]
[Variations, if any, on taxes and duties to be mentioned here]

4. Completion Schedule

The Works and services are to be completed within ……[insert period in months]…….
Date of commencement of Works and services shall be reckoned from the actual date of handing over of the Site.
The time and date of completion is the essence of this Contract. You are required to organize your resources and perform your work accordingly.

5. Contract Performance Guarantee [***Applicable only for Works and services having a value less than Rs.Fifty (50) lacs]***

   Bid Security of Rs. ……[insert amount in figures and words]……..... deposited by you along with the bid vide ……[insert DD/Pay Order No.]……. Dated…….[insert date of DD/Pay Order]…….. drawn on ……[insert name of the bank and branch]…….. will be converted to initial security deposit. Further amount shall be deducted from the progressive payments so that the total deduction shall constitute not less than three percent (3 %) of the Contract value.

   OR

   At the time of signing the Contract or within thirty (30) days of the placement of the LoA whichever is earlier, the Contractor shall provide the Purchaser a performance security in the form of bank guarantee, as per Annexure: 9 of Section VI-B, for an amount equal to **three percent (3 %)** of the total Contract Price, from a scheduled commercial bank in India. This shall be valid up to thirty (30) days after the defect liability period, with an additional claim period of thirty (30) days. The bank guarantee will be released after expiry of the defect liability period upon written request by the Contractor. No interest will be paid by the Purchaser on performance security. The value of the bank guarantee is not to be construed as limiting the damages under defects liability period. The Purchaser reserves the right to verify the authenticity of the bank guarantee from the issuing bank.

6. Drawings

   The Works and services shall be executed on the basis of approved drawings, as per specification and/ or direction of the Controlling Officer.

7. Terms of Payment

   The progressive payment shall be made ……[insert frequency of payment – fortnightly/monthly]……. at ……[insert percentage]…… for the value of Works and services as per provisions of GCC and SCC.

8. The Address for correspondence of Purchaser and Contractor is as follows:
   Address of Purchaser:
   ……..
   ……..

   Address of Contractor:
   ……..
   ……..

9. ***[Insert if applicable]*** You shall prepare and finalise the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within..... [Specify]..... days from the date of this Letter of Award.

10. This LoA is being issued to you in duplicate. Please acknowledge the receipt of this LoA and convey your acceptance within seven (7) days from the date of issue of this LoA by

returning one (1) copy duly signed with stamp and recording "Accepted unconditionally". If no acceptance/communication is received within seven (7) days, it will be considered that the LoA has been accepted.

11. This Letter of Award shall be subject to the Technical Specifications and terms and conditions as mentioned in General Condition of Contract and Special Condition of Contract which shall form an integral part of this LoA.

12. Please take necessary action to commence the Works and services and confirm action.

Yours faithfully,
for and on behalf of

…….(Authorised Signatory)……

..…….(Name of the Purchaser)……

9. 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 **three percent (3 %)** 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 thirty (30) 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 provisions have 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/s ……on 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 thirty (30) days from the above mentioned date or from the extended date.

Dated this ……day of …….20 …… at …….

Witness:

……	……
(Signature)	(Signature)
……	……
(Name)	(Name)
……	……
(Official Address)	(Official Address)

Authorized vide

Power of Attorney No:…….

Date…….

Note:	1.	(#) 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.	A bank guarantee will be accepted as Contract Performance guarantee only in Works and services having total contract value of Rs. Fifty (50) lacs or more.

10. Proforma for Material Accounting & Reconciliation

[NOT APPLICABLE] Name of Materials. .....

Reconciliation.....

1. Name of the Contractor :
2. Name of the Works and services :
3. Contract No. and Date :
4. Location of the Contractor's Stock/godown :
5. Total estimated requirement in the Contract :
6. Indemnity Bond furnished towards The value of security towards Materials :

Note: Separate proforma for each type of material-

a. Structural Steel
b. Cables
c. ……
d. ……..

Same proforma to be used till it is filled by succeeding reconciliation

Fresh proforma for each reconciliation is prohibited.

Sl. No	Date of Reconciliation	Cumulative quantity issued till last reconciliation	Cumulative quantity incorporated in the Works and Services as certified by the Controlling Officer	Quantity returned	Permissible wastage	Quantity available in stock of Contractor	Unaccounted materials C-(D+E+F+G)	Whether recovery of unaccounted (Column H) effected. If so, amount recovered and bill/MB No.	Outstanding recoveries (cumulative till date)	Remarks
A	B	C	D	E	F	G	H	I	J	K

Note: Reconciliation shall be done at minimum frequency of three (3) months.

(Signature of Controlling Officer)

(Signature of Contractor's authorized Site representative)

Name and Designation……..

Seal…….

11. Proforma of Indemnity Bond for "Purchaser Issued Materials"

(On non-judicial paper of appropriate value and to be stamped in accordance with Stamp Act)

INDEMNITY BOND [NOT APPLICABLE]

THIS INDEMNITY BOND is made this .....day of ..... 20..... by ..... (Contractor's Name) a Company registered under the Companies Act, 1956/Partnership firm/Proprietary concern having its registered office at ..... (hereinafter called as 'Contractor' or "Obligor" which expression shall include its successors and permitted assigns) in favour of West Bengal State Electricity Transmission Company Limited, a Company incorporated under the Companies Act, 1956 having its registered office at ..... (hereinafter called "WBSETCL " which expression shall include its successors and assigns) :

WHEREAS WBSETCL has awarded to the Contractor a Contract for .....vide its Letter of Award/Contract No.....dated ..... and its Amendment No. ..... and Amendment No....., (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which WBSETCL has agreed to issue from time to time to the Contractor according to the requirements for incorporation in the Works and services under the said Contract. The "Purchaser Issued Materials", viz. 'Cement' and/or 'Reinforcement Steel' and/or 'Structural Steel' and/or '*****' (hereinafter called "Purchaser Issued Materials") necessarily required for performance of the aforesaid Contract.

And WHEREAS one of the conditions for the issue of the "Purchaser Issued Materials" is that the Contractor shall furnish an Indemnity Bond in favour of WBSETCL covering the full value for the total quantities of "Purchaser Issued Materials" which shall remain in the safe custody of the Contractor during the execution of the Contract.

NOW THIS Indemnity Bond witnesses as follows:

1. That in consideration of various Purchaser Issued Materials as aforesaid issued/to be issued free of cost by the Purchaser to the Contractor from time to time as per the requirements for the purpose of the performance of the said Contract valued at Rs…….. (amount in Figures) ..... (amount in words) ..... the Contractor hereby undertakes to indemnify and shall keep WBSETCL indemnified, for the full value of the said Purchaser Issued Materials. The Contractor hereby acknowledges receipt of the said Purchaser Issued Materials as per details in the Schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent Purchaser Issue Materials as will be issued by Purchaser in form of schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form integral parts of this Bond.

2. That in terms of the said Contract, the maximum quantity of "Purchaser Issued Material" at any point of time during the currency of the Contract shall not exceed the

quantity as is identified herein below in column 'd' and its value for the purpose of Indemnity Bond are as given below:

Sl. No.	Name of items of Purchaser Issued Materials	Total quantity in Contract (MT)	Max quantity at any point of time (MT)	Rate Rs./MT	Total Amount (Rs.) for total quantity in the Contract
A	B	C	D	E	F=(C x E)
1.					
2.					
3.					
4.					
5.					
Total value of this Indemnity Bond = Total value in Rs……..					

3. That notwithstanding the above maximum quantity (Column 'D' above) of 'Purchaser Issued Materials' that remain in the custody of the Contractor at any point of time, the actual issuance of materials with the aforesaid total limit shall be governed by the actual schedule of execution of Works and services as may be agreed to between the Contractor and the Purchaser from time to time. The issuance of lesser quantities and/or availability of balance unused quantity at site of 'Purchaser Issued Materials' shall not in any way dilute the obligation of the Contractor under this Indemnity Bond except that its value in such case will stand reduced to the value of such materials actually with the Contractor computed at the same unit rate as mentioned in para 2. above.

4. That the value of Indemnity Bond as brought out in para 2. and 3. above are linked with the following unit rate of these materials:

Sl. No	**Material**	**Unit Rate**
a.	Cable	
b.	Structural Steel	
c.	……	
d.	……	

That in the event of any upward revision of the aforesaid rate by the concerned authorities, the value of the Indemnity Bond shall be enhanced proportionately by the Contractor by executing a fresh Bond.

5. That the Contractor undertakes to keep these 'Purchaser Issued Materials' as the Purchaser's site at a place duly notified by the Controlling Officer and shall not take out these materials or allow the same to be taken out of the site under any circumstances whatsoever.

6. That the Contractor shall remain absolutely responsible for the safe custody and protection of the 'Purchaser Issued Materials' against all risks whatsoever till these are duly incorporated in the Works and services as per the terms of the Contract and non utilized materials will be promptly returned to the Purchaser in accordance with the said Contract and as such the Contractor do hereby undertakes to indemnify and shall keep the Purchaser indemnified against any loss or damage or conversion that may be caused or done to the said 'Purchaser Issued Materials' while in the Contractor's possession/custody. These materials shall however, at all times, be available for inspection by the Controlling Officer from time to time.

7. That the Purchaser shall have the absolute right at all times to take possession of the 'Purchaser Issued Materials' in whatever form the 'Purchaser Issued Materials' may be, if in its opinion, the 'Purchaser Issue Materials' are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of Purchaser to promptly return the 'Purchaser Issued Materials' without any demur or reservation, protest or contest.

8. That the Contractor shall keep the 'Purchaser Issued Materials' as a 'Trustee' on the Purchaser's behalf and the ownership of these materials shall always vest in Purchaser.

9. That the 'Purchaser Issued Materials' shall exclusively be used by the Contractor for performing the Works and services under the Contract and for no other work or purpose whatsoever, otherwise it will be treated as criminal breach of trust. Should however, at any time, any loss/damage occur to the 'Purchaser Issued Materials' in part or in full or the same or any part thereof is misused or converted or used for any other purposes other than the contractual purpose by the Contractor or the surplus unused materials and the wastage/scrap are not returned to Purchaser in terms of the Contract, then Purchaser shall be entitled to recover from the Contractor, the compensation at the specified rates under the Contract for and in respect of such misuse, loss, damage, or conversion or any other unauthorized use not intended under the Contract, without prejudice to any other remedies which may be available to Purchaser including deduction from any payment/dues to or any sum which at any time hereinafter may become due to the Contractor under the Contract.

10. That in the event of any misuse, loss or damage as aforesaid, the assessment for such misuse, loss or damage and the assessment of the compensation thereof would be made by Purchaser or its authorized representatives and the said assessment shall be final and binding on the Contractor.

11. That this Indemnity Bond shall be valid till six (6) calendar months after the scheduled date of completion of Works and services under the Contract and shall be

extended from time to time till the entire work under the Contract is successfully completed or earlier upon determination of Contract and all the surplus/wastage/scrap materials are fully returned and the account for 'Purchaser Issued Materials' is finally settled between the Contractor and Purchaser, whichever event is later.

12. That non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trusts on the part of the Contractor and he shall be liable for all legal/penal consequences thereof.

13. Now the condition of this Bond is that the Contractor shall duly and punctually comply with all the terms and conditions of this Bond to the satisfaction of Purchaser, then, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

14. That this Bond shall be irrevocable during the validity period and the Contractor shall not revoke this Bond till it is discharged by Purchaser in writing.

For and on behalf of

…… (Contractor's Name)……..

Signature…….……

Name……..

Designation of

Authorized representative……..

WITNESS

1. …….
2. ……..

Accepted by:

……..

(Name and Designation)

……

For and on behalf of WBSETCL

Notes:

*** For Proprietary Concerns**

Mr. …… son of …… resident of …….. carrying on business under the name and style of …… at ……. (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives.)

*** For Partnership Concerns**

M/s. …… a partnership firm with its office at ……. (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives), the names of their partners being:

(i) Mr. ……. son of Mr. …….
(ii) Mr. ……. son of Mr. …….

*** For Companies**

M/s. ……. a Company registered under the Companies Act, 1956 and having its registered office at …… in the State of …… and its head office at …… (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his administrators, successors and assigns.)

**Specify as applicable.*

12. Additional Information

(To be submitted before Pre-bid meeting in terms of ITB.9)

(NOT TO BE SUBMITTED WITH THE BID)

Bidder's Name and Address

To
WBSETCL address

Dear Sirs,

S.No	Description of Information	Reference to Bidding documents	Reference to Bid Proposal

Date :

Place :

(Signature).....

(Printed Name).....

(Designation).....

(Seal).....

Note:

Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Form.

13. Proposed modifications

(To be submitted before Pre-bid meeting in terms of ITB.9)

(NOT TO BE SUBMITTED WITH THE BID)

Bidder's Name & Address:

To

WBSETCL Address

We have carefully gone through the Technical Specifications and the General Conditions of Contract and we have satisfied ourselves and hereby propose certain modifications as mentioned below:

S.No.	Sec./Clause & Page No.	Existing Clause	Modified clause (proposed by Bidder)	Reasons for modification

Date :

Place :

(Signature).....

(Authorised Representative of bidder).....

(Designation).....

Name of the bidder: .....