Tender Document
for
Repairing, Inspection and Testing of 06 Nos. 50 MVA, 132/33 KV Power Transformers including to & fro Transportation.

NIT No. CE/ (O&M)-II/Transformer Repairing/2025-26/23, Dated 18.09.25

Section I – VI

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WBSETCL

Office of the Chief Engineer: (O&M) – II
West Bengal State Electricity Transmission Company Limited,
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Kolkata:700 091
CIN: U40101WB2007SGC113474
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DETAILED NOTICE INVITING TENDER

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A Govt of West Bengal Enterprise)

Office of the Chief Engineer, O&M - II, Vidyut Bhavan, 10th floor, Block-D, Salt Lake City, Kolkata-700 091

Repairing, Inspection and Testing of 06 Nos. 50 MVA, 132/33 KV Power Transformers including to & fro Transportation.

[Domestic Competitive Bidding]

1. **West Bengal State Electricity Transmission Company Limited** herein referred to as **WBSETCL** invites bids through Domestic Competitive Bidding (DCB) from eligible bidders for **Repairing, Inspection and Testing of 06 Nos. 50 MVA, 132/33 KV Power Transformers including to & fro Transportation** against **NIT No**. CE/ (O&M)-II/Transformer Repairing/2025-26/08 dated 23.06.25,WBSETCL intends to finance this package through own fund. [Any Bidder from a country which shares a land border with India will be eligible to bid only if the Bidder is registered with the Competent Authority as per order no F.No.6/18/2019- PPD (Order Public Procurement no.1) dated 23/07/2020 and F.No 6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order). Registration should be valid at the time of submission of bids and at the time of placement of Letter of Award. However, the aforesaid condition for registration of Bidders from countries (even if sharing land border with India) shall not be applicable to Bidders from such countries to which Government of India has extended lines of credit or in which Government of India is engaged in development projects.]

2. Detailed Specification, 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:

Sl. No.	Particulars	Date & Time
01.	Bidding document No	CE/ (O&M)-II/Transformer Repairing/2025-26/23, Dated 18.09.2025
02.	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	**18.09.2025 from 02.00 PM**
03.	Documents download start date (Online)	**18.09.2025 from 6.00 PM**
04.	Last Date of submission of Pre-bid Query/Clarification/proposed modification (if any): Query to be submitted in prescribed format only	**23.09.2025 up to 01.00 PM**
05.	Pre-bid meeting to be held in the Office of the Chief Engineer (O&M)-II, 10th floor, D-block	**24.09.2025 from 14.30 PM**
06.	Bid submission start date (On line)	**26.09.2025 from 10.00 A.M.**
07.	Bid Submission closing (On line)	**15.10.2025 up to 03.00 P.M.**

08.	Last Date of submission of original copies of legally enforceable documents for the cost of Tender Fees, Bid Security (As per Annexure-3b), Original Power of Attorney & Affidavit regarding Eligibility (duly notarized) OR a valid General Power of Attorney in favour of Signatory of the Bid. (Offline)	**16.10.2025 up to 01.00 P.M.**
09.	Opening of bid (Online) [Techno-commercial bid]	**17.10.2025 at 03.00 P.M.**
10.	Opening of Price bid (Online)	The bidders shall be informed of the date & time of the opening of the price bid at a later stage after techno-commercial evaluation
11.	Completion Time	365 days from the date of placement of LOA.
12	Cost of Tender Document	NIL

3. In the event of e-filling, intending bidder may download the tender documents from the website https://etender.wb.nic.inor https://wbtenders.gov.in directly with the help of Digital Signature Certificate. Necessary cost of tender documents (tender fees) as mentioned above may be remitted through in the form of a Demand Draft/ Pay order/ banker's cheque payable at Kolkata drawn in favour of "WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED" from any scheduled commercial bank and also to be documented through e-filling or a Bank Guarantee from any scheduled commercial bank favouring WBSETCL which shall remain valid for a period of one hundred and eighty (180) days from the next day of bid opening date with a further claim period of thirty (30) days. The original Demand Draft / Pay Order against tender fees & Bid Security (As per Annexure-3b) [As Statutory Document] should be submitted physically (offline) in the **"Tender Box"** to the Office of The Chief Engineer, (O&M) – II Department, WBSETCL **under sealed cover containing name of the work, NIT no along with the communication address of the bidder** on or before the scheduled date & time as specified above.
4. Uploading of bidding documents shall not automatically construe that the bidder fulfils the Qualifying Requirements which shall be determined during bid evaluation based on data/documents submitted by the bidder. No request for sending the bid documents by post or by Courier Service shall be entertained. Bid documents are not transferrable.

5. The purpose of the pre-bid meeting will be to clarify the scope of supply, and any issues regarding the bidding documents and the Technical Specifications, if raised at that stage by the bidders. The WBSETCL shall not be under any obligation to entertain /respond to suggestions made or to incorporate modifications sought for by the prospective bidders during the pre-bid meeting or thereafter.

6. **The bidder can submit their bids for 01(one) or multiple (up to six) number of Transformers as per their choice. The BOQ will contain 6 separate sheets (named upon make of Transformer) for the 6 Nos. of Transformers and bidders will have to submit their bids for each transformer or multiple number of transformers as per their choice.**

7. All bids shall remain valid up to a minimum period of one hundred and twenty (120) days from the next day of price bid opening date.

8.All bids must be supported by **bid security (EMD)** for an amount of **Rs. 1,65,000/-** [Rupees One Lakhs and Sixty Five Thousand only] per Transformer **or Rs 9,91,000/-** [Rupees Nine Lakhs and Ninety One Thousand only] for all 06(six) Transformers.

NB :*If any intending bidder wishes to quote less than 06(six) nos. of Transformers, then he has to submit a **Bank Guarantee(BG) in hard copy** amounting to Rs 1,65,000/- [Rupees One Lakhs and Sixty Five Thousand only].per transformer on pro-rata basis i.e. for "n" no. of transformers quoted for the bid security amount will be Rs {1,65,000 x n}.*

Details guidelines here under for submission of bid-security in online mode:

a. The bidder shall login to the e-Procurement portal of Government of West Bengal https://wbtenders.gov.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.

   ii. **Submission of EMD through B.G:** For submission of EMD in the form of B.G, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of B.G (i.e. **Rs. 1,65,000/-** [Rupees One Lakhs and Sixty Five Thousand only] per Transformer **or Rs 9,91,000/-**[Rupees Nine Lakhs and Ninety One Thousand only] for all 06(six) Transformers] **with validity for a period of 180 days from the date of opening of Technical Bids with a claim period of another 90 days thereafter**) along with requisite testimonials for proportional EMD in the EMD exemption document upload section. Physical copy of BG shall be submitted within the stipulated date at the Office of **the Chief Engineer (O&M)-II, 10th Floor, D-Block, Bidyut Bhawan.**

   For preparation of BG the Bank details of WBSETCL is given below:

STATE BANK OF INDIA
INDUSTRIAL FINANCE BRANCH, KOLKATA
4th & 5Th FLOOR, JEEVAN DEEP BUILDING,1-MIDDLETON STREET, KOLKATA-700071
A/C No. 41456850307
IFSC CODE : SBIN0001936

c. EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. **Partial payment through online mode and remaining submission through BG is not allowed.**

d. **GENERAL INSTRUCTIONS FOR ONLINE PAYMENT:**

- The bidder will have to mandatorily pay through **Net-banking facility** once Net banking mode is opted for payment.
- Before submission of EMD amount through online mode, bidders will have to opt for tender cost/fees Exemption in e-tender portal and must upload scanned copy of the necessary Bank D.D/B.C. for Tender Cost.
- 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. By clicking Tender Fees/Cost exemption
- 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.

e. **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.

1.0 Bid shall be rejected by the WBSETCL if the bidder fails to submit original Bank Guarantee /Demand Draft /Pay order against tender fees & original Bank Guarantee against Earnest Money Deposit (EMD) physically to the office of the Chief Engineer, Transmission (O&M-II), WBSETCL under sealed cover on or before the scheduled date & time as specified above.

N.B.: ***The EMD value indicated in the e-tendering portal is only an ornamental value "1" and shall be read as indicated in Clause*** **Error! Reference source not found.** ***of the detailed NIT. Relevant Annexure-3c is to be submitted in the designated folder satisfactorily.***

9.Qualifying Requirement for bidders:

In addition to the requirements stipulated under Section-II, Instruction to Bidders (ITB), the following shall also apply:

The Bidder must have to meet the following conditions:

A. **Technical**

1) Bidders shall be original transformer manufacturer / repairer having all infrastructural capacity and must have successfully repaired or supplied at least **02 (Two) no. of such 132/ 33KV Transformers of capacity 31.5 MVA & above in any STU / CTU / Recognized Indian Power Utility within the last 07 (seven) years** & the same Transformers must be in successful operation for at least 01 (one) year as on date of NIT.

2) In addition to above, the bidder must have stage inspection and all testing facilities for final inspection at their works as on date of NIT.

(The above information is to be supported by certificate stating successful delivery after manufacturing or repairing and satisfactory performance certificate of the delivered Transformers)

B.Financial

i) The **Minimum Average Annual Turnover (MAAT)** of the Bidder for the best 3 (three) years out of the last 5 (five) financial years for which the audited accounts are available shall not be less than **Rs. 1300.95 Lac(for 6 Trafos) or Rs 216.83 Lac(for 1 trafo).**

ii) **Net worth** at the end of last financial year shall be **positive.**

iii) Bidder shall have **Liquid Asset (L.A.)** and/ or evidence of access to or availability of credit facilities of equivalent amount not less than **Rs. 216.83 Lac (for 6 Trafos) or Rs 36.14 Lac (for 1 trafo).**

A. **OTHER REQUIREMENTS :**

The bidder shall furnish, as part of his techno-commercial bid, documents establishing the bidder's qualifications to execute the Order to the satisfaction of the Purchaser. All documents required to establish bidder's financial and Technical qualification must be submitted as part of techno-commercial bid. In particular, the following documents need to be submitted by the bidder:

a. Copies of un-priced/priced purchase order for similar work during the past 05 (Five) years and execution status of each order supported by duly acknowledged delivery challans, client's certificate or other relevant documents.
b. Confirmation regarding availability of in-house stage as well as final inspection/ testing facilities or access through other government approved agencies for performing inspection/testing.
c. Performance Certificates from the user for successful operation of the delivered Transformers.
d. Copies of related Type Test Certificates of tendered Transformers as per relevant IS / IEC.
e. Audited Annual Accounts of the company for the last 05 (Five) years (in case of companies)

(or)

IT Return duly acknowledged by the tax department for the last 05 (Five) years (in case of bidders other than companies)

f. Copies of G.S.T. Registration Certificate along with other relevant details.

In addition to above, the bidder shall also be required to meet the eligibility conditions and submit an affidavit as per the bidding documents.

10. **Right to Split the total tendered quantity :**

WBSETCL reserves the right to split the total tendered quantity amongst more than 1 (One) bidder.i.e. L1 bidder(minimum of 60% to a maximum of 100%) and L2 & L3 bidder for maximum of 40% subject to matching the L1 price.

11.Delivery Schedule

The delivery schedule given hereunder is inclusive of the period required for conducting all inspection & testing works (including type tests, if so required by the Purchaser)

a) The manufacturer/repairer will take up transportation of the transformers from site to their works within 30 (thirty) days from the date of placement of LOA.

b) All new windings and other components to be supplied /manufactured are to be offered for inspection along with stage inspection within 90 (Ninety) days **from** the date of issue of LOA for all the transformers.

c) The **1st Unit** of the repaired transformer to be offered for final inspection within 30 (Thirty) days from the date of stage inspection

d) The **2nd Unit** to be offered for final inspection within 30 (Thirty) days after completion of final inspection of the 1st Unit.

e) The **3rd Unit** to be offered for final inspection within 30 (Thirty) days after completion of final inspection of the 2nd Unit.

f) The **4th Unit** to be offered for final inspection within 30 (Thirty) days after completion of final inspection of the 3rd Unit.

g) The transformers to be dispatched to WBSETCL site (anywhere in West Bengal, except Hills) within 30(thirty) days from the date of issue of MICC-Cum-DI.

- 1st Unit of the transformer is to be delivered after completion of final inspection of the transformers at factory within 180 (One hundred and Eighty) days from the date of issue of LOA
- 2nd Unit of the transformer is to be delivered after completion of joint internal inspection of the transformers at factory within 210 (Two Hundred and Ten) days from the date of issue of LOA .
- 3rd Unit of the transformer is to be delivered after completion of joint internal inspection of the transformers at factory within 240 (Two Hundred & Forty) days from the date of issue of LOA .
- 4th Unit of the transformer is to be delivered after completion of joint internal inspection of the transformers at factory within 270 (Two Hundred & Seventy) days from the date of issue of LOA .

8. **Name Plate details of all the transformers to be repaired are attached separately.**

9. **SUBMISSION OF PERFORMANCE GUARANTEE FOR REPAIRING :**

The earnest money deposited by the each successful bidder shall be refunded after receipt of B.G. no.1 to be submitted before lifting of the defective transformer(s) from the site.

1) The value of **B.G no. 1** shall be as follows:

Location	New Jalpaiguri 220 kV Sub-station	C-Zone 132 kV sub-station	Behala 132 kV Sub-station	Birsingha 132 kV Sub-station	Domjur 220 kV Sub-station	New Bishnupur 220 kV Sub-station
Make	EMCO	ABB	IMPPL	KANOHAR	ECE Industries	MARSON'S LTD
Sl No.	SO2361/5044	AAG-001	NP-20696	KT5000/50	S-85667	80966
Year Of Mfg.	2014-15	2008	2011	2011	2005	2004
BG value in Rs	16022000.00	12812800.00	12249500.00	12612500.00	10928400.00	1417500.00

2) Contract Performance Guarantee **(B.G. No. 2)** shall be as follows :

- An unconditional Bank Guarantee(s) towards Performance Security (ies) in respect of the Contracts amounting to 10% (Ten) of the Contract Value valid up to ninety (90) days after the end of Defects Liability Period with further claim period 90 (ninety) days of all the equipment covered under the contract is to be submitted by the Contractor after delivery of repaired Transformer at site.

The **B.G no. 1** shall be returned after successful delivery of the repaired transformer and submission of **B.G. no. 2.**

10. **DEFECT LIABILITY PERIOD :**

The defects liability period shall be **60 (sixty) months** from the date of delivery of the repaired transformer(s) at site.

11. **Technical know-how:** Qualified, experienced and efficient engineer should supervise the various activities such as dismantling of core & windings, repairing, assembling, de-hydration, testing, loading, unloading at works etc. Date-wise record of various activities should be maintained by you.

12. **Methodology for repair of the 06 (Six) Nos. Transformers.**

I. The transformers shall be repaired by replacement of the windings and replacement of the Transformer oil along with other materials as per the schedule. Balance materials required for its repairing if any, are to be supplied by the manufacturer/repairer after necessary assessment prior to the submission of the bid.

II. Before submission of bids, the bidders will carry out Physical (both internal & external) inspection of all the transformers at the destination Sub-Stations with their representatives. Inspection is to be done in the presence of WBSETCL officials. The bidders may also carry out necessary testing at Site. Necessary assistance with the instruments available at site may be used by the bidder to access the healthiness of the available accessories. All testing instruments required for the tests shall be provided by the bidder. However, the bidders may utilize testing instruments of WBSETCL as per their requirement if available at site. The inspection & testing of the transformers shall be completed within a maximum of 2(two) days. 'To & fro' conveyance, boarding, lodging etc. shall be borne by the bidders.

III. **Date of inspection and testing of the transformers shall be decided by tendering authority, WBSETCL as per request from the intending bidder before scheduled pre-bid meeting** .

IV. Loading of defective transformer from plinth to trailer by repairer.

V. Transportation of defective transformer (without oil) & accessories from site to the works by repairer.

VI. Unloading of defective transformer from trailer to shop floor of works by repairer.

VII. Insurance of whole transformers during above work to be taken by repairer from reputed insurance company.

13. **Stage inspection:** Assembly of new windings / good winding(s) of the defective transformer unit with all new insulating materials over the core, refilling of laminations after cleaning, changing of insulating materials between top & bottom yoke to yoke channels. Low Voltage testing of the Windings in presence of WBSETCL official. Preparation of MOM.

14. Making connection including leads, tap leads, soldering, brazing etc.

15. Replacement of all Gaskets, oil seals etc by new one
16. Vapour phase drying of complete Core-coil assembly & OLTC under vacuum oven – 760 mm of Hg pressure so as to achieve proper IR values and Tan Delta Values and oil impregnation of core & Winding.
17. Overhauling (which includes checking, cleaning, servicing & minor repairing) of all accessories transported to repairer's works such as OLTC, valves, relays, Conservator, Radiators, Bushings, Bushing rods, connector, RTCC panel etc.
18. Oil filtration, Final inspection & Testing: Tanking of transformer with dried core-coil assembly, fresh transformer oil filling through filter machine (filter machine should conform to IS 6034/1974, or with latest amendment, if any) and assembling of accessories.
19. Complete Routine Testing of the Transformer as per latest IS: 2026 as per the attached list. Preparation of MOM.
20. Painting of transformer tank (inside and outside) & accessories after final testing.
21. Proper sealing to be provided at all outlets / joints of transformer by repairer.
22. Loading of transformer and accessories on the trailer & truck and welding of transformer by repairer. SFRA to be taken by the repairer before loading of the repaired transformer on trailer.
23. Transportation of transformer from works to site by repairer. Responsible representative of repairer to be deputed during transportation of transformer and accessories.
24. Unloading of transformer on plinth from trailer by repairer including necessary dragging of the main tank.
25. Tan delta of windings and all bushings including SFRA to be taken by the repairer before commissioning of the transformer at site. SFRA Tests should be conducted both at factory/ works (before despatch/delivery) and at site (after placement on plinth). Representative of the repairer should be present at site during commissioning & installation.
26. Low voltage testing of the repaired transformer by WBSETCL in presence of repairer and commissioning thereof. Repairer is fully responsible for certifying the transformer test results before commissioning of repaired transformer.
27. **COST OF NEW & OLD WINDINGS**: All windings to be supplied shall be manufactured from new copper conductor and new insulating materials. The size and type of new copper conductor should be as per original windings. The dimensions

(ID, OD, Height, number of turns etc) of the new windings should be as per original windings. A sketch indicating details of outer and inner diameter, size and type of conductor, type of winding, thickness & size of core laminations with limbs and window dimensions shall be made by the repairer. A copy of the same should be sent along with MOM of Stage Inspection.

28. All defective/damaged windings shall be retained by the repairer. All defective/damaged windings along with other damaged insulating materials shall be cut into small pieces and destroyed / crushed in presence of WBSETCL Engineer. Repairer has to take the photographs of above destroyed scrap windings & photographs of the same should be handed over to WBSETCL officials.

29. If any old windings are manufactured from CTC conductor, then it should be replaced with new windings manufactured from CTC conductor only.

30. New name plate is to be tagged mentioning repaired transformer and other details. Name plate so attached should meet IS compliance.

31. **Necessary Assistance is to be provided by the bidder for installation and commissioning of the repaired Transformer during commissioning.**

32. **Technical Specification: -** All the Technical Specifications are available at the website of WBSETCL i.e. *www.wbsetcl.in*. The Bidders are requested to download the same from the aforesaid website and the same should be followed.

33. **Address for seeking any clarifications on the bid documents:**

The Chief Engineer (O&M) – II,
WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
CIN: U40101WB2007SGC113474
Regd. Office: Vidyut Bhavan (10TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091
Ph No: (033) 2359-1901; Fax: (033) 2359-1901;
E-mail:-*cecontcl@gmail.com*
Website-*www.wbsetcl.in*

GSTIN of WBSETCL: 19AAACW6952G1Z0

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. 1. Qualifying Requirements

ITB.1.1. 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.1.2. 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 know how, Quality assurance system, testing facilities, construction and erection equipments & tools, number of qualified and competent surveyors and supervisors etc.

ITB. 2. Site visit

ITB.2.1. The bidder is advised to visit and examine the defective Transformer (internal and external) 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 into a Contract for execution of Works and services. **The cost of visiting the Site shall be borne by the bidder fully.**

ITB.2.2. 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.2.3. The Site inspection shall be completed before submission of the bid.

ITB. 2. Process to be confidential

ITB.2.1. Subject to **Error! Reference source not found.**, 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.2.2. 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. 3. Clarifications on bidding documents –

ITB.3.1. 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.3.2. 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. 4. Amendment of bidding documents

ITB.4.1. 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 issue of an addendum/amendment.

ITB.4.2. 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.4.3. In order to afford prospective bidders reasonable time in which to take the addendum/amendment into account in preparing their bids, WBSETCL may, at its discretion, extend the deadline for the submission of bids.

ITB.2.3. For the information of bidders, the addendum/ amendments shall also be uploaded on the website and e – Tender portal. The bidders may visit the website of WBSETCL from time to time in their own interest.

ITB. 1. Right to split Contract

The Purchaser reserves the right to split the total Works and services among more than one bidder as mentioned in the NIT.

ITB. 3. 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. 5. Documents constituting the bid

ITB.5.1. 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 V-A.

b. Filled up Price Schedule to be uploaded in the Financial Cover.

c. Bid Security in the form of online/DD/ Bank Guarantee from any nationalised bank for an amount of **Rs. 1,65,000/-** [Rupees One Lakhs and Sixty Five Thousand only] per Transformer **or Rs 9,91,000/-**[Rupees Nine Lakhs and Ninety One Thousand only] for all 06(six) Transformers respectively shall be submitted (offline). Scanned copy of the bid security shall be uploaded in the specified folder provided (online).

   NB :If any intending bidder wishes to quote less than 06(six) nos. of Transformers, then he has to submit a Bank Guarantee(BG) in hard copy amounting to Rs 1,65,000/- [Rupees One Lakhs and Sixty Five Thousand only].per transformer on pro-rata basis i.e. for "n" no. of transformers quoted for the bid security amount will be Rs {1,65,000 x n}.

d. 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

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

f. A Declaration as per Annexure: 5 of Section V-A affirming the eligibility of the bidder.

g. Filled up Form furnishing Information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution as per Annexure: 8 of Section V-A

h. Transformer/Reactor loss figures, if applicable, as per Annexure: 10 of Section V-A.

i. Any other additional information/ document considered relevant to the bid as per Annexure: 11 of Section V-A

j. Filled-in proforma of the "Deviation Sheet" as per Annexure: 12 of Section V-A.

k. 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)

d. Attested Copies of (Insert the relevant certificate) 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.

ITB. 6. 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. 4. Bid Prices

ITB.4.1. 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.4.2. Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire Works on a "Single Responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and sub-contracting (if any), packing, forwarding and transportation, handling, delivery, installation, testing, pre-commissioning commissioning, completion of the Works and conductance of the Guarantee tests for the Works including supply of spares (if any). This includes the acquisition of all permits, approvals and licenses etc as may be specified in the bidding documents. The bidder shall quote in the appropriate schedule the proposed bid price for the entire scope of work covered under the bidding documents.

ITB.4.3. Ex-works price of Equipment/material, including type tests charges and spares (if any) to be manufactured within/outside India, shall be quoted on EXW (ex-works) basis and shall be inclusive of all costs **and discount, if any**, as well as - taxes paid or payable on components and raw materials incorporated or to be incorporated in the Works. Benefit of **-Input Tax Credit (ITC) on all input of goods or services or both**, should be adjusted in the quoted - **value of supply**. **However, - local tax if any shall be quoted separately.** Transportation including transit insurance and other costs incidental to delivery of Equipment/ Material and spares to the Site shall also be quoted in Price Schedule.

ITB.4.4. The taxes**, duties** - shall be indicated by the bidder in the respective Price Schedules and shall be quoted as the rates in force on seven (7) days prior to the last date of submission of bids with respect to direct transactions between the Contractor and Purchaser.

ITB.4.5. The bidder shall fill in prices for all items described in the Price Schedules. Items against which no price is entered by the bidder will not be paid for by WBSETCL when executed and shall be deemed to have been covered in other prices in the Price Schedules.

ITB.4.6. All the prices shall be quoted in INR (Indian rupees) only. Foreign exchange component or Foreign exchange variation will not be entertained for any reason whatsoever.

ITB.4.7. The total price at the bottom of each schedule shall be indicated both in figures and words and shall be signed on each page by authorized representative of the bidder.

ITB.4.8. If rebate/discount is offered, the overall discount in percentage in any schedule is to be given. Conditional rebates/discount, if any, offered by any bidder shall not be considered during bid evaluation

ITB.4.9. In case WBSETCL observes that the L1 bidder has quoted abnormally low bid in comparison with WBSETCL's cost estimate, the bid will be compared to the average of bids quoted by the other bidders. WBSETCL then shall ask the bidder to produce detailed price analysis to demonstrate the justification of prices quoted in the bid. After evaluation, WBSETCL may ask the bidder to enhance the Performance Security at the bidder's expense, equivalent to the difference of L1 bid and the average of bids quoted by the other bidders. Such performance guarantee shall be valid till the completion of the Works, failing which his bid may be rejected.

ITB. 2. 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 **Error! Reference source not found.** regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

ITB. 5. Bid Security

ITB.2.1. The bidder shall furnish bid security in the form of a Demand Draft/ Banker's Pay Order/ Banker's Cheque/ Bank Guarantee, at its option, from any scheduled commercial bank in favour of "WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED", payable at Kolkata for an amount specified in the NIT

OR [Insert only for Works and services with value of Rs. Fifty (50) lacs and above] An unconditional and irrevocable Bank Guarantee from any scheduled commercial bank, for an amount specified in the NIT in the proforma provided as per Annexure: 6 of Section VI-A.[Not applicable]

ITB.2.2. 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.2.3. 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 **Error! Reference source not found.**, 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,

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 **Error! Reference source not found.**

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 **Error! Reference source not found.** wherever such deposit is required to be furnished.

ITB.2.4. 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.2.5. 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.32. 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 **Error! Reference source not found.**

ITB.2.6. No interest shall be paid by the Purchaser on the bid security.

ITB. 7. Submission of bids

ITB.7.1. 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. 8. Deadline for Submission of bids

ITB.8.1. 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.8.2. 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.8.3. 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.8.4. 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. 6. 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. 12. 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. 9. Bid Opening

ITB.9.1. 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.9.2. Bids that are not opened and read out at bid opening will not be considered for further evaluation, regardless of the circumstances.

ITB.9.3. 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.9.4. 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.9.5. 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 **Error! Reference source not found.** or cancel the bidding process.

ITB. 10. Brief Scope of work

The scope of work shall be on the basis of single source responsibility, completely covering all the Equipment/Material specified under the Technical Specifications. It will include the following:

a. Loading of defective transformer from plinth to trailer by contractor.

b. Transportation of defective transformer (without oil) & accessories from site to the works by repairer.

c. Unloading of defective transformer from trailer to shop floor of works by repairer.

d. Insurance of whole transformers during above work to be taken by repairer from reputed insurance company.

e. **Inspection of 06 Nos. 50 MVA, 132/33 KV Transformers (as per order) at the works in presence of WBSETCL officials**

f. **Stage inspection:** Assembly of new windings / good winding(s) of the defective transformer unit with all new insulating materials over the core, refilling of laminations after cleaning, changing of insulating materials between top & bottom yoke to yoke channels

g. **Oil filtration, Final inspection & Testing**

h. Repairing and Complete manufacture including shop testing.

i. Providing engineering drawing, data, operational manual, etc for the Purchaser's approval.

j. Packing, forwarding, transportation and insurance of Equipment/ Material from the manufacturer's works to the Site.

k. Receipt, storage, preservation, insurance and conservation of Equipment/ Material at the Site.

l. Reliability tests, performance and guarantee tests, wherever applicable, on completion of commissioning.

ITB. 7. Clarification on bids

ITB.7.1. 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.19.2. 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.7.2. 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. 8. Correction of arithmetical errors in price bid

ITB.8.1. 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.8.2. If there is a discrepancy between the product of unit price and quantity 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.8.3. 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.8.4. 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.8.5. 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. 9. 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. 10. Procedure of Evaluation of bids

ITB.10.1. 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.10.2. 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.10.3. 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.19.1 as and when the Purchaser deems necessary and appropriate.

ITB.10.4. 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. 11. Letter of Award

ITB.11.1. 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.

ITB.11.2. 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. 12. Signing of Contract Agreement

ITB.12.1. 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.12.2. 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. 13. Variations

ITB.13.1. 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.13.2. 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. 14. 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.2.7. 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.2.8. 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.2.9. 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. 15. 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. 11. Pre-bid meeting

ITB.11.1. 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.11.2. Any modification/amendment of the bidding documents shall be made by the Purchaser exclusively through the issue of an amendment pursuant to **Error! Reference source not found.**

ITB.11.3. 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.11.4. 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: 14 of Section VIIA and any additional information as per Form:13 of Section VIIA 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.11.5. 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 CONDITIONS OF CONTRACT

GCC.1. Definitions

In the Contract (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them.

GCC.1.1. "Commencement Date" means the date of Letter of Award (LoA) or any other date specified therein.

GCC.1.2. "Contract" means the Contract Agreement entered into between the Purchaser and the Contractor, together with the Contract Documents referred to therein; all such documents shall constitute the Contract and the term Contract shall in all such documents be construed accordingly.

GCC.1.3. "Contract Price" means the sum total of contract price stated in the Letter of Award as payable to the Contractor for execution of the entire scope of Contract subject to such addition & adjustments thereto or deductions there from as may be made pursuant to the Contract. In cases where separate identifiable Works and services can be completed and taken over by the Purchaser and for which separate completion schedule is provided in the Contract, in relation to such Works and services, the Contract Price shall mean the price relatable to such Works and services completed and taken over by the Purchaser.

GCC.1.4. "Contractor" means the successful bidder whose bid has been accepted by the Purchaser and to whom the Letter of Award has been issued by the Purchaser which has been duly accepted by the Contractor, named as such in the Contract Agreement and includes its legal successors and permitted assigns.

GCC.1.5. "Contractor's equipment" means all appliances or things of whatsoever nature required for the purposes of performance of the Contract and which are to be brought to the Site by the Contractor in terms of the provisions of the Contract but does not include any equipment/materials intended to form part of the Works and services.

GCC.1.6. "Controlling Officer" means the person appointed by the Purchaser in the manner provided in GCC.13 hereof and named as such in SCC to perform the duties delegated by the Purchaser.

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

GCC.1.8. "Letter of Award" means notice of acceptance of the bid in writing to the successful bidder, indicating the sum WBSETCL will pay for the Works and services

GCC.1.9. "GCC" means the General Conditions of Contract hereof.

GCC.1.10. "SCC" means the Special Conditions of Contract hereof.

GCC.1.11. "Site" means the place or places, where Works and services are to be executed by the Contractor together with so much of the area surrounding the same as the Contractor shall, with the consent of the Purchaser, use in connection with the Works and services other than merely for the purposes of access.

GCC.1.12. "Taking Over Certificate" (TOC) shall mean the Purchaser's written acceptance for the Works and services or any part thereof in terms of GCC.22

GCC.1.13. Works and services means and include all work or any part of the work thereof covered in the scope of the Contract, as per specifications, and erection, testing and putting into satisfactory operation including supply, transportation, handling, unloading and storage at Site.

GCC.1.14. Government means Government of India or Government of West Bengal, as the case may be.

GCC.1.15. 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.2. Scope of the Contract

GCC.2.1. The Works and services to be carried out under the Contract shall be as delineated in the bidding documents including the Technical Specification and shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment and transport which may be required in preparation of and for the entire execution and completion of the Works and services.

GCC.3. Contract documents

GCC.3.1. The following documents shall be deemed to form an integral part of the Contract

a. Instruction to Bidders
b. General Conditions of Contract, including any amendment/errata thereto
c. Special Conditions of Contract, including any amendment/errata thereto
d. The bid submitted by the Contractor including letters of clarification exchanged between the Contractor and Purchaser
e. Technical Specifications and approved drawings (including any amendment/errata thereto) in respect of equipment/materials/services to be supplied under this Contract
f. Letter of Intent, if issued by the Purchaser and its acceptance by the Contractor.
g. Letter of Award placed by the Purchaser and its acceptance by the Contractor.
h. Contract Agreement, if applicable.

GCC.3.2. All Contract documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language. If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language as specified in this clause, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

GCC.4. Order of precedence of the documents

GCC.4.1. In the event of any ambiguity or conflict between the Contract Documents, the order of precedence shall be:

a. Agreement and the Appendices thereto.
Contract

b. Letter of Award including all documents referred to therein.

c. Special Conditions of Contract.

d. General Conditions of Contract.

e. Technical Specifications.

f. Drawings (detailed and small scale).

g. Bid form, Price Schedules and Annexure submitted by the Contractor.

GCC.5. Contract Execution

GCC.5.1. The Purchaser will issue the detailed Letter of Award incorporating commercial, technical and other allied terms and conditions.

GCC.5.2. If provided for in the LoA, within thirty (30) days from the issuance of the LoA, the Contractor has to submit the Contract Agreement on non-judicial stamp paper of appropriate value (as per the draft form annexed) including all related documents and the same has to be signed by both the parties. The authorized representative of the Purchaser will sign the Contract on behalf of the Purchaser. Power of Attorney of the authorised representative of the Contractor who will sign the Contract on behalf of the Contractor is to be submitted before signing of the Contract Agreement.

GCC.6. Contract Price

GCC.6.1. The Contract Price shall be firm and shall remain fixed during the scheduled completion time, except for variations authorized by the Purchaser and for which additional payment will be due to the Contractor in terms of GCC.28 . Escalation in rates will not be permitted due to increase in taxes, duties etc. or due to any reasons during the period of completion as stipulated except as permissible under **Error! Reference source not found.**.

GCC.6.2. Equipment/material, including type tests charges and spares (if any) to be manufactured within/outside India, shall be quoted on EXW (ex-works) basis and shall be inclusive of all costs **and discount, if any**, as well as - taxes paid or payable on components and raw materials incorporated or to be incorporated in the Works. Benefit of **-Input Tax Credit (ITC) on all input of goods or services or both**, should be adjusted in the quoted - **value of supply**. **However, - local tax if any shall be quoted separately.** Transportation including transit insurance and other costs incidental to delivery of Equipment/ Material and spares to the Site shall also be quoted in Price Schedule.

GCC.6.3. **All the prices shall be quoted in INR (Indian rupees) only**. Foreign exchange component or foreign exchange variation will not be entertained for any reason whatsoever. The total bid price at the bottom of Price Schedule shall be indicated both in figures and words. If any 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.

GCC.6.4. In case WBSETCL observes that the L1 bidder has quoted abnormally low bid in comparison with WBSETCL's cost estimate, the bid will be compared to the average of bid prices quoted by the other bidders. WBSETCL then, shall ask the L1 bidder to produce detailed price analysis to demonstrate the justification of prices quoted in the bid. After evaluation, WBSETCL may ask the bidder, at its discretion, to enhance the Performance Guarantee at the bidder's expense, by an amount equivalent to the difference of L1 bid and the average bid price quoted by the other bidders. Such additional performance guarantee shall remain valid up to ninety (90) days after the Defect Liability Period, with an additional claim period of ninety (90) days, failing which his bid security may be forfeited.

GCC.6.5. **Price Variation**

GCC.1.1.1. The price variation shall be applicable on basic price of Copper. The rates for all other items will remain 'FIRM' for entire period of contract.

The Price variation shall be subject to adjustment as per the Price Variation formula for the Equipment/ Materials specified in the Order, in addition to the statutory variations on account of taxes and duties on the direct transactions between the supplier and Purchaser. Wherever the price variation is permissible the bidders shall quote variable prices as per price variation formula as described in the bidding documents. The price variation provision will not be taken in to consideration for bid evaluation.

GCC.1.1.2. No price variation will be allowed for bought-out Equipment / Materials.

GCC.7. Notices

GCC.7.1. Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract. All notices to be given under the Contract shall be in writing, and shall be sent either by personal delivery, courier, post or fax followed by post confirmation to the address of the relevant party.

GCC.7.2. Any notice delivered personally or sent by fax shall be deemed to have been delivered on date of its despatch.

GCC.7.3. Either party may change its address at which notices are to be received by giving ten (10) days notice to other party in writing.

GCC.8. Governing Law

The Contract shall be governed by and interpreted in accordance with laws in force in India including any such laws passed or made or coming into force during the period of the Contract. Unless otherwise mentioned in the SCC, the Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract.

GCC.9. Disputes

GCC.9.1. If any dispute or difference of any kind whatsoever will arise between the Purchaser and the Contractor in connection with or arising out of the Contract, the parties will make every effort to resolve amicably such dispute or difference by mutual consultation. After thirty (30) days from the date the dispute is first brought to the notice of either party, if the parties have failed to resolve their dispute or difference by such mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

GCC.9.2. Adjudication

GCC.9.2.1. An Adjudicator shall be appointed by the Appointing Authority as specified in the SCC. The Adjudicator shall give its decision in writing to both parties within thirty (30) days of a dispute being referred to it. The decision of the Adjudicator shall become final and binding upon the Purchaser and the Contractor. Any decision that has become final and binding shall be implemented by the parties forthwith. The Adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of his duties as Adjudicator under the Contract. These costs shall be divided equally between the Purchaser and the Contractor.

[Insert GCC.9.2.2 only when value of Works and services to be performed under the Contract is Rs. Fifty (50) lacs and above]

GCC.9.2.2. If either the Purchaser or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within thirty(30) days of a dispute being referred to it, then either the Purchaser or the Contractor may, within sixty (60) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.(Not applicable)

GCC.9.3. Arbitration

[Insert only when value of Works and services to be performed under the Contract is Rs. Fifty (50) lacs and above]

GCC.9.3.1. The Purchaser shall appoint a sole 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 hereby waive any objections to or claims of

immunity from such enforcement. If, for any reason, an arbitrator is unable to perform his function, the mandate of the arbitrator shall terminate and a substitute shall be appointed in the same manner as the original arbitrator.

GCC.9.3.2. 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 Purchaser and Contractor. The arbitration shall be conducted at Kolkata.

GCC.9.3.3. Notwithstanding any disputes with reference to the Contract pending for arbitration, the Contractor shall continue to perform his obligations in accordance with the Purchaser's decision or instruction, and Purchaser shall also continue to perform his obligations under the Contract including payment of any undisputed monies due to the Contractor.

GCC.10. Terms and Procedure for Payment

GCC.10.1. 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 as per **Error! Reference source not found.** and statutory deductions as per GCC.12.4.

GCC.10.2. Progressive Payments

GCC.10.2.1. Bills for progressive payments shall be submitted by the Contractor, supported with measurements, jointly acknowledged and accepted in the measurement books, at intervals stated in the SCC on or before the date fixed by the Controlling Officer for the Works and services executed during the specified period. The Controlling Officer shall then arrange to have the bill verified for payment.

GCC.10.2.2. The progressive payment shall be released by the Paying Authority as specified in the SCC, after certification by the Controlling Officer that the Works and services have been performed in accordance with the Technical Specifications.

GCC.10.3. In case of the delayed Works and services beyond the scheduled completion period, progressive payments shall continue to be made provided provisional extension has been given.

GCC.10.4. The final bill shall be submitted by the Contractor within three (3) months of physical completion of the Works and services unless otherwise a longer period is agreed between the Controlling Officer and Contractor. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of the

final bill will be made within four (4) months of receipt of the same after due verification and adjustments, if any.

GCC.10.5. Method of Measurement

GCC.10.5.1. Measurement of bill of quantity items shall be taken in accordance with method of measurement stipulated in the technical specifications/bill of quantities. In case of supplementary items, the Controlling Officer shall also specify the method of measurement for such items at the time of issue of order of execution for such items.

GCC.10.5.2. In case no method of measurement is stipulated in the technical specifications/bill of quantities/order of the Controlling Officer, then the method of measurement of such items shall be as per the relevant standard method of measurement issued by Bureau of Indian Standards (BIS) or general industry practice or local custom.

GCC.10.6. Records and measurement

GCC.10.6.1. The Controlling Officer shall, except otherwise stated, ascertain and determine by measurement the value of the Works and services done in accordance with the Contract.

GCC.10.6.2. All items having a financial value shall be entered in measurement book prescribed by the Controlling Officer so that a complete record is obtained of all Works and services performed under the Contract.

GCC.10.6.3. Measurements shall be taken jointly by the Controlling Officer or his authorized representative and the Contractor or his authorized representative and shall be signed and dated by both the parties on completion on measurement. If the Contractor objects to any of the measurement recorded, a note to that effect shall be made in the measurement book against the item objected to and such note shall be signed and dated by both the parties engaged in taking the measurement. The decision of the Controlling Officer on any dispute or difference or interpretation with regards to measurements shall be final and binding on both the parties and shall be beyond the scope of the provisions of settlement of disputes under the Contract.

GCC.10.6.4. The Contractor shall, without extra charge, provide assistance with every appliance, labour, etc. necessary for taking measurements.

GCC.11. Performance Security

The Performance Security will be provided by the Contractor either in the form of a Security Deposit or by furnishing a bank guarantee as specified in the SCC.

GCC.11.1. Security Deposit *(Applicable for Contracts of the value below Rs. Fifty (50) lacs)*

GCC.11.1.1. At the time of signing the Contract, where such signing of Contract Agreement is involved, or within thirty (30) days of the placement of the LoA whichever is earlier, or within thirty (30) days of the placement of LoA where no Contract Agreement signing is involved, 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.

GCC.11.1.2. Purchaser shall refund one half of the security deposit amount to the Contractor on certification by the Controlling Officer in writing that the work has been completed satisfactorily as per the specified time schedule and technical specifications. The remaining half of 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.

GCC.11.1.3. No interest shall be payable by the Purchaser to the Contractor against security deposit.

GCC.12. Taxes Duties, and Other Levies

GCC.12.1. Except as otherwise specifically provided in the Contract, the Contractor shall be liable and responsible for the payment of all taxes, duties, levies and charges imposed on the Contractor's equipment, materials, supplies and services to be used in the performance of the Contract or furnished under the Contract.

GCC.12.2. For the purpose of the Contract, it is agreed that the Contract Price 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 Contract, which was or will be assessed on the Contractor in respect of direct transactions between Purchaser and Contractor, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case maybe. The benefit of Input Tax Credit (ITC) shall have to be passed on by way of adjustment in the quoted price.

GCC.12.3. The Purchaser shall not take any additional liability towards enhanced taxes, duties beyond the scheduled completion period as incorporated in the

Contract, if the delay is due to any failure on the part of the Contractor. However, any variation in taxes and duties during the extended period of completion as per GCC.26.1 will be to the account of the Purchaser.

GCC.12.4. The Purchaser shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details to the Controlling Officer before submission of the first bill/invoice under the Contract.

GCC.12.5. The Contractor shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, cess, levy or fee etc. which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.

GCC.13. Patent Indemnity

GCC.13.1. The Contractor shall indemnify and hold harmless the Purchaser, 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 Purchaser 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 Contract. In the event of any claim being made or action being brought against the Purchaser or its representative or its employees in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof.

GCC.13.2. The aforesaid indemnity shall not apply when any infringement has taken place in complying with the specific directions issued by the Purchaser. However, in such cases, the Contractor shall pay any royalties or any other charges payable in respect of any such use, the amount so paid shall be reimbursed to the Contractor only if the use was as a result of any drawings and/or specifications issued after the award of Contract by the Purchaser. In all such cases, the Contractor shall bring to the notice of the Controlling Officer of any such infringement immediately upon the Contractor becoming aware of such infringement.

GCC.14. Purchaser's representative

GCC.14.1. The Purchaser shall appoint an experienced engineer designated as the Controlling Officer as mentioned in the SCC, who shall carry out the functions and obligations of the Purchaser under the Contract.

GCC.14.2. The Purchaser may from time to time appoint any other person as the Controlling Officer in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Purchaser shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of Works

and services. The Controlling Officer shall represent and act for the Purchaser at all times during the currency of the Contract.

GCC.14.3. Any decision, instruction or approval given by the Controlling Officer to the Contractor shall have the same effect as though it had been given by the Purchaser.

GCC.14.4. All notices, instructions, orders, consents, certificates, approvals and all other communications under the Contract shall be given by the Controlling Officer.

GCC.14.5. The Controlling Officer may authorize his representative(s) as site-in-charge for the Works and services. The Controlling Officer will also be the consignee officer for any supplies to be made under the Contract.

GCC.15. Contractor's representative

GCC.15.1. The Contractor shall employ at least one competent representative (whose name or names shall have previously been communicated in writing to the Controlling Officer by the Contractor) to supervise the construction, erection and commissioning and carrying out of the Works and services. The said representative, (or if more than one shall be employed, then one of such representative), shall be present at the Site during working hours. Any written order or instruction which the Controlling Officer or his duly authorised representative may give to the said representative of the Contractor, shall be deemed to have been given to the Contractor.

GCC.15.2. The Controlling Officer shall be at liberty to object to the presence of any representative or person employed by the Contractor for execution of Works and services or otherwise at the Site of work, who in his opinion is found to have mis-conducted himself or be incompetent or negligent and the Contractor shall remove the person so objected to, upon receipt from the Controlling Officer a notice in writing requiring him to do so and shall provide in his place a competent representative at the Contractor’s risk and expense.

GCC.1.2. Qualified, experienced and efficient engineer should supervise the various activities such as dismantling of core & windings, repairing, assembling, de-hydration, testing, loading, unloading at works etc. Date-wise record of various activities should be maintained by you. The said representatives (or if more than one shall be employed, then one of such representative), shall be present at the Works during working hours. Any written order or instruction which the Controlling Officer or his duly authorized representative may give to the said representative of the Repairer shall be deemed to have been given to the Repairer.

GCC.16. Commencement of Works and services

GCC.16.1. The Works and services must be taken up and completed in all respects within the specified time of completion as mentioned in the LoA.

GCC.16.2. Before the actual commencement of Works and services, the Contractor shall submit an execution schedule of work clearly showing the materials, men and equipment to be mobilized by him to execute the Works and services. The schedule should contain the planned monthly progress of the Works and services for the approval of the Controlling Officer who will have the authority to make additions, alternations and substitutions to such schedule in consultation with the Contractor.

GCC.17. Protection of Works and services

GCC.17.1. The Contractor shall have total responsibility for protecting the Works and services till it is finally taken over by the Purchaser. No claim will be entertained by the Purchaser for any damage or loss to the Works and services and the Contractor shall be responsible for the complete restoration of the damaged works/equipments to its original condition to comply with the specification and drawings. Should any such damage to the Works and services occur because of other party not under Contractor's supervision or control, the Contractor shall settle his claim directly with the party concerned, and the Contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of case of dispute.

GCC.17.2. The Contractor shall, in connection with the Works and services, provide and maintain at his own cost all lights, guards, fencing and security when and where necessary or required by the Purchaser or by any authority for the protection of the Works and services or for the safety and convenience of the public or others.

GCC.2. Materials for the performance of the Contract

GCC.2.1. Materials to be provided by the Contractor.

GCC.2.1.1. The Contractor shall, at his own expense, provide the materials required for the repairing of the transformer (s) . The construction water, power or any other facility required for the repairing job s shall be the responsibility of the Contractor.

GCC.2.1.2. All materials to be provided by the Repairer shall be in conformity with the specifications laid down in the Technical Specification and the Repairer shall, if requested by the Controlling Officer, furnish proof to the satisfaction of WBSETCL that the materials so comply.

GCC.2.1.3. Wherever required by the Controlling Officer, the Repairer shall, at his own expense and without delay, provide samples of materials proposed to be used in the repairing job. WBSETCL shall within seven (7) days thereafter or within such further period as he may require, intimate to the Repairer in writing, whether samples are approved by him or not. If samples are not approved, the Repairer shall forthwith arrange for fresh samples complying with the Technical Specifications laid down in the Contract, for approval.

GCC.2.1.4. The Controlling Officer shall have full powers to reject any or all of the materials brought by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Controlling Officer shall be at the liberty to have them removed by other means. The Controlling Officer shall have full powers to order the Contractor to provide other proper materials to be substituted for rejected materials. In the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.

GCC.2.1.5. The Controlling Officer shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Controlling Officer may reasonably require for the purpose. If no tests are specified in the Contract, and such tests are required by the Controlling Officer, the Contractor shall provide all facilities required for the purpose and the charges for these tests including the cost of materials consumed/used in such tests shall be to the account of the Purchaser, except if the tests disclose that the said materials are not in accordance with the provisions of the Contract, then the same shall be to the account of the Contractor.

GCC.2.1.6. The Controlling Officer shall be entitled to have tests carried out as specified in the Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Controlling Officer may reasonably require for the purpose. If no tests are specified in the Contract, and such tests are required by the Controlling Officer, the Contractor shall provide all facilities required for the purpose and the charges for these tests including the cost of materials consumed/used in such tests shall be to the account of the Purchaser, except if the tests disclose that the said materials are not in accordance with the provisions of the Contract, then the same shall be to the account of the Contractor.

GCC.2.1.7. Controlling Officer shall be entitled at any time to inspect and examine any materials intended to be used, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be reasonably required for such inspection and examination.

GCC.2.1.8. In respect of all the materials agreed to be issued by the Purchaser to the Contractor, all the costs such as loading, unloading, transportation to Contractor’s go-down, storage, etc. till the materials are incorporated in the

Works and services or returned to the Purchaser, shall be to the account of the Contractor.

GCC.2.1.9. All materials issued to the Repairer by the Purchaser for incorporation or fixing in the Works and services (including preparatory work) shall, on completion or on termination of the Contract, be returned by the Repairer at his expense, at the Purchaser's store, after making due allowance for actual consumption, reasonable wear and tear and/or waste as specified in SCC. If the Repairer is required to deliver such materials at a place other than the Purchaser's store, he shall do so and the transportation charges from the Site to such place, less the transportation charges which would have been incurred by the Repairer, had such materials been delivered at the Purchaser's store, shall be borne by the Purchaser.

GCC.2.1.10. The Repairer shall maintain a stock reconciliation register for the materials as per Annexure: 10 of Section VI-B, showing date-wise receipts, issue and balance in stock. This register shall be produced by him to the WBSETCL or his representative whenever required for verification of stock. The Repairer shall assist the WBSETCL for necessary checking of consumption of the said materials item by item in the Works and services, and the balance stock lying at the custody of the Repairer on the date of physical verification. The Repairer shall also provide access to his stores for inspection/checking as and when desired by the WBSETCL or his representatives. If on such verification/checking it is found that the balance stock of this material at the custody of the Repairer do not corroborate the consumption of the same in Works and services already executed by this time, penal recovery shall be made from the Repairer. The cases which may invite such penal recovery are as under:

a. If it is found that the Repairer has used less materials than that are required as per specification/consumption stipulation, the same may invite rejection of the executed part of job consuming less materials, at the discretion of the Controlling Officer. However, in case the said executed part of job is at all accepted by the Controlling Officer, the Repairer shall be paid at the reduced rate finalized by the WBSETCL and such reduced rate shall be binding on the Repairer.

b. If it is found that materials issued by the Purchaser are consumed in excess of their requirements as per consumption stipulations, the same will invite penal recovery.

c. If such materials have been lost or damaged due to negligence on the part of the Repairer or due to defective storage by him the same will invite penal recovery.

d. If such materials have been used by the Repairer in temporary work like construction of the Repairer's stores offices, labour hutments etc., the same will invite penal recovery.

GCC.2.1.11. The penal rate of recovery for different type of materials to be issued by the Purchaser for incorporation into the Works and services for the purpose of GCC.18.1.10 shall be as per the rates specified in SCC.

GCC.2.1.12. During execution of work the Repairer shall have to submit to the Purchaser quarterly reconciliation statement of the materials, issued to him vis-à-vis consumption of the same in execution of Works and services and the balance held by him as per Annexure: 10 of Section VI-B.

GCC.2.1.13. On completion of the Works and services, the Repairer shall have to submit to the Purchaser, a full reconciliation statement of total materials issued to him and also of the material procured by him, consumed, and the materials returned to store as per Annexure: 10 of Section VI-B.

GCC.3. Contractor's Construction Management

GCC.3.1. Contractor's Supervision

The Repairer shall give or provide all necessary superintendence during the execution of the work and services, and the Repairer's representative(s) shall provide full-time superintendence of the work and services. The Repairer shall provide and employ technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work and services.

GCC.3.2. Labour

GCC.3.2.1. The Contractor shall provide and employ at their Works or at Site of the work and services such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract.

GCC.3.2.2. Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and catering of all labour required for the execution of the Contract and for all payments in connection therewith.

GCC.3.2.3. The Contractor shall be responsible for obtaining all necessary permit(s) if required, from the appropriate authorities for the entry of all labour and personnel to be employed on the Site.

GCC.3.2.4. The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labour of their sub-contractors.

GCC.3.2.5. The Contractor shall, in all dealings with its labour and the labour of its sub-contractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.

GCC.3.2.6. Before undertaking the repairing work, the Contractor shall obtain necessary labour licence from the Assistant Labour Commissioner's Office of the

respective region in compliance with the provision of Contract Labour Regulation & Abolition Act, 1970 and any amendments there under.

GCC.3.2.7. The Contractor shall ensure compliance of statutory provisions of various labour laws viz. Payment of Wages Act-1936, Minimum Wages Act-1948, ESI Act-1948, EPF and Miscellaneous provisions of Act- 1956, Workmen's Compensation Act-1923 and any amendments there under to the extent applicable. All safety provisions and rules are to be adequately observed at his own expenses. If however, for any non-compliance of statutory provisions as above, the Purchaser is held responsible as Principal Employer to pay any amount on any of these accounts under the legislation or under the instruction of any appropriate Court of Law or statutory authority, the same shall be recoverable from the bills of the Contractor or reimbursed in favour of the Purchaser suitably.

GCC.3.3. Contractor's Equipment

GCC.3.3.1. The Contractor shall provide all erection equipment, haulage & power, if necessary, including transport at his own cost, to complete the work and services as per completion schedule.

GCC.3.4. Progress Report
The Contractor shall be required to furnish to the Purchaser the monthly progress report of the Works and services, in the prescribed format to be approved by the Controlling Officer.

GCC.3.5. Communication
The Contractor may require the Purchaser to confirm in writing any decision or instruction of the Purchaser which is not in writing. The Contractor shall promptly notify the Purchaser of such requirement.

GCC.3.6. Authority of Access
No persons other than the employees of the Contractor or his authorized representative shall be allowed at the Works and Site. Purchaser and his representatives shall have access to the Works and Site, at any time..

GCC.3.7. The Contractor shall not fix or place any placard or advertisement of any description or permit the same to be fixed or placed in or upon any boarding, gantry, building structure other than those approved by the Purchaser.

GCC.4. Damage to property and injury to persons, accident or injury to workers

GCC.4.1. The Contractor shall indemnify and keep indemnified the Purchaser against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction, erection and maintenance of the work and services and against all claims,

demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

GCC.4.2. The Purchaser shall not be liable for damage or compensation payable as per provision of law in respect or consequence of any accident or injury to any workmen or other person in the employment of the Repairer and his sub-Repairer. The Repairer shall have to pay all claims, demands, proceedings costs, charges and expenses whatsoever in respect there of or in relation there to.

GCC.5. Inspection & Testing

GCC.5.1. The Purchaser's representative shall be entitled to inspect, examine and test at the Repairer's Works or at Site, the workmanship of all the work and services to be carried out under this Contract, as and when required. Such inspection and testing shall not relieve the Repairer from his obligations under this Contract.

GCC.5.2. The Contractor shall provide assistance like labour, materials, electricity, fuel and instruments as may be required or as may be reasonably demanded by the Purchaser's representative to carry out the required inspection, examination and tests at Repairer's cost.

GCC.5.3. When the work and services are to the satisfaction of the Purchaser's representative and are according to the drawings, specifications, the Purchaser's representative shall furnish a certificate to this effect in writing to the Repairer.

GCC.5.4. In the event any work carried out by the Repairer is found defective in material or workmanship or otherwise not in conformity with the requirements of the drawings, specification, the Purchaser shall reject the work and request the Repairer in writing to rectify the same. The Repairer on receipt of such notification shall either rectify or replace the defective work or installations free of cost to the Purchaser. If the Repairer fails to do so, the Purchaser may, at his option, replace or rectify such defective work/installation at the risk and cost of the Repairer or terminate the Contract for default.

GCC.6. Taking Over

GCC.6.1. The repaired transformer(s) shall be taken over by the Purchaser upon successful execution of work and services by the Repairer in accordance with provisions of Contract.

GCC.6.2. On successful completion of work and services or any part thereof as provided in GCC.22.1 and upon request of the Repairer for taking over the work and services and issuance of TOC, the Purchaser shall, within forty-five (45) days after the receipt of the Repairer's application, or within fifteen (15) days from the date of actual handing over of the repaired transformer(s),whichever is later, either issue the TOC or reject the application giving his reasons and

specifying the work required to be done by the Repairer to enable the TOC to be issued.

GCC.6.3. TOC shall be issued to the Repairer specifying the date on which the repaired transformer(s) or any part thereof were complete and ready for taking over, after ascertaining the following:

a. The repairing of the transformer(s) under the Contract have been satisfactorily completed by the Repairer as per the provisions of Contract.

b. All the defects have been rectified to the complete satisfaction of the Controlling Officer.

GCC.6.4. Issuance of such certificates shall not relieve the Repairer of any of his obligations which otherwise were to be complied with under the terms and conditions of the Contract.

GCC.6.5. Notwithstanding the above mentioned provisions, the issuance of TOC shall not be held up for delay in completion/ rectification of works of minor nature that do not affect the performance/ use of the transformer(s). In such a case the Repairer shall however be required to give an undertaking that in case he fails to complete/rectify within a mutually agreed period, the Purchaser shall be at liberty to carry out the work at their risk and cost, and deduct an amount as may be considered appropriate by the Purchaser.

GCC.6.6. Issuance of TOC for any part of the work and services is only for the purpose of facilitating the Repairer to receive the payment for part of the work and services completed and for determination of liquidated damages in respect thereof and shall not relieve the Repairer of his responsibilities under the Contract towards other parts of the work and services.

GCC.7. Liquidated Damages

GCC.7.1. If the Contractor fails to attain completion of the repairing job or any part thereof within the time for completion or any extension thereof under GCC, the Purchaser shall recover from the Repairer as liquidated damages a sum of half percent (0.5%) of the contract value of works for each calendar week (or part thereof) of delay in cases where the repaired transformer (s) are required to be handed over in full as per the scheduled completion time. In other cases, where the Contract provides for handing over the repaired transfer(s) in part, and scheduled completion time for such part has been provided separately in the Contract, and there is a delay in such completion, the liquidated damages shall be calculated at the rate mentioned above on the contract value relating to the part delayed by the Repairer. However the total recovery against liquidated damages shall not exceed five percent (5%) of the total Contract Price.

GCC.7.2. The Purchaser reserves the right to adjust the security deposit/contract performance security towards recovery of liquidated damages or deduct the amount of such damages from any money due or to become due to the

Repairer. The payment deduction of such damages does not relieve the Repairer from his obligation to complete the work or from any of his other obligations and liabilities under the Contract.

GCC.8. Defect Liability

GCC.8.1. If during the Defect Liability Period any defect is found in the design, engineering, materials and workmanship of the work and services executed by the Repairer, the Repairer shall promptly, in consultation and agreement with the Purchaser regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good such defect as well as any damage to the work and services caused by such defect.

GCC.8.2. The Defect Liability Period shall be as specified in the SCC. Where any part of the work and services is taken over separately, the Defects Liability Period for that part shall commence on the date it was taken over.

GCC.8.3. If the Repairer fails to commence the work necessary to remedy such defect or any damage to the work and services caused by such defect within fifteen (15) days of the intimation of the defect, the Purchaser reserves the right to get such work done in a manner as considered necessary, and recover the costs incurred by the Purchaser in connection therewith from the Repairer.

GCC.9. Force Majeure

The Repairer shall not be considered in default if delay in completion of the repairing work occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes (other than Repairer's employees strike), fire, frost, floods, riot and acts of unsurpassed power. Only those causes which have duration of more than fifteen (15) days shall be considered as a cause of Force Majeure. A notification to this effect duly certified by statutory authorities shall be given by Repairer to the Purchaser. In the event of delay due to such causes, the time for completion will be extended for a length of time equal to the period of Force Majeure, or the Contract may be terminated as per GCC.27.3.

GCC.10. Extension of Time for Completion

GCC.10.1. If the completion of the repairing work is delayed due to reasons beyond the control of the Repairer, the Repairer shall without delay give notice to the Purchaser in writing stating reasons for an extension of time. The Purchaser on receipt of such notice may agree to extend the completion period as may be reasonable, but without prejudice to other terms and conditions of the Contract as the case may be.

GCC.10.2. Where the repairing work are not completed by the Repairer for reasons attributable to him, the Purchaser may extend the time for completion, subject to the levy of liquidated damages as per GCC.23 for the period of delay, as per provisions of the Contract.

GCC.11. Termination

GCC.11.1. Termination for Repairer's default

The Purchaser, without prejudice to any other rights or remedies it may possess, upon written notice of default to the Repairer, terminate the Contract:

a. If the Repairer neglects, or fails to commence the work or achieve the scheduled progress or complete the work and services as per the completion schedule agreed with the Purchaser, the Purchaser shall have the right to terminate the Contract after giving notice in writing to the Repairer. If the Repairer fails, after fourteen (14) days of such notice to proceed with the Works and services in the manner notified, the Purchaser shall terminate the Contract.

b. If the Repairer, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

GCC.11.2. Termination for bankruptcy

GCC.11.2.1. If the Repairer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Repairer is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Repairer takes or suffers any other analogous action in consequence of debt, the Purchaser will be at liberty:

a. to terminate the Contract forthwith by notice in writing to the Repairer or to liquidator or receiver or to any person with whom the Contract may become vested.

b. to give such liquidator, receiver or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract up to an amount to be determined by the Purchaser.

GCC.11.3. Termination for force majeure

GCC.11.3.1. Either party, upon thirty (30) days written notice to the other, shall have the right but not an obligation to terminate the Contract due to force majeure conditions, provided the force majeure conditions exists for a period exceeding three (3) months and the work cannot be resumed within a period of three (3) months from the date the force majeure condition cease to exist.

GCC.11.3.2. In the event of such termination of the Contract, payment to the Repairer will be made as follows:

a. The Repairer shall be paid for all construction/services delivered/ executed and for any other legitimate expenses due to him.

b. The Purchaser shall also release security deposit/ contract performance security at its disposal except in cases where the total amount of payment made to the Repairer exceeds the final amount due to him. In such cases, the security deposit/ contract performance security shall be adjusted against any excess payment made to the Repairer. If even after adjustment of security deposit/ contract performance security, any excess payment remains, the Repairer shall refund such excess amount within thirty (30) days after termination.

GCC.12. Variations

GCC.12.1. The Purchaser may by notice in writing, at any time before the work and services are taken over, instruct the Repairer to alter, amend, omit, add to or otherwise vary any part of the Works and services. The Repairer shall not vary or alter any of the Works and services, except under direction in writing by the Purchaser.

GCC.12.2. Supplementary Items
Rates for the supplementary items shall be arrived at as given hereunder.

a. The rates of all supplementary items shall be decided on pro-rata basis from the existing items in the contract

GCC.13. Assignment and Subletting

The Repairer shall not, without the written consent of the WBSETCL, assign or sublet the Contract or any part thereof, provided that any such consent shall not relieve the Repairer from any obligation, duty or responsibility under the Contract.

GCC.14. Storage cum erection insurance

GCC.14.1. The Contractor shall take out a comprehensive storage-cum-erection insurance policy from a Nationalized Insurance Company covering all materials and repair cost of the transformer in the name of WBSETCL. The policy shall be effective from the date of collection of the 1st lot of materials from purchaser's store and shall be kept valid till the completed line is taken over. Once the receipt is signed by the repairer, the transformer will be in his custody and he will be responsible for any loss to the transformer by way of fire, theft, damages etc till the repaired transformer is handed over to the company's representative.

GCC.14.2. Insurance premium for the policy shall initially be paid by the Contractor. Proportionate cost of premium paid to the Insurance Co. on account of Purchaser supply items shall be reimbursed to the Repairer at actual, immediately, against documentary proof of payment.

GCC.14.3. Contractor will lodge F.I.R in time to the police station concerned about all the incidences of theft/losses etc. immediately and simultaneously lodge claim with the Insurance Co. and inform the purchaser by endorsing a copy of the same. Necessary follow up action shall also be taken by the Repairer for the final report from the police authority and early settlement of the insurance claim.

GCC.14.4. In case of loss/damage of the materials issued by the purchaser the same shall be replenished by the purchaser to maintain the progress of work subject to proper lodging of F.I.R and insurance claim.
In case of loss/damage of the materials supplied by the Contractor namely cement , mild/tor steel reinforcement, bricks etc. the Repairer has to replenish the same free of cost without waiting for settlement of insurance claim.

GCC.14.5. All settlement benefits in respect of insurance claim shall come to the purchaser first. Proportionate share of the claim for the Repairer' s supplied materials shall be passed on to them subject to fulfilment of clause **GCC.30.4**

GCC.14.6. In case of any loss or damage of purchaser's materials , while in the custody of the Repairer will have to be borne by the Repairer and shall be recovered from their bills if the claims are not lodged and pursued in time or if the same are not settled by the Insurance Co. due to lapse on the part of the Contractor.

GCC.15. General:

The Performance Security will be provided by the Repairer in the form of a bank guarantee as specified in the SCC.

GCC.15.1.1. At the time of signing the Contract, where such signing of Contract Agreement is involved, or within thirty (30) days of the placement of the LoA whichever is earlier, or within thirty (30) days of the placement of LoA where no Contract Agreement signing is involved, the Repairer shall furnish a performance security (bond) in the form of bank guarantee as per format enclosed for an amount equivalent to 10% of the total contract price. The Bank Guarantee shall remain valid for the entire guarantee period with a claim period of further six months.

GCC.15.1.2. Guarantee period shall mean the period of twelve months from the date on which the completed line is put into operation . In any case this period shall not exceed eighteen months from the date of taking over of the line.

GCC.15.1.3. During the period of guarantee the Repairer shall make good all defects in materials, workmanship that may develop under normal use of the transmission line. In case of any defect the same shall be intimated to the Repairer in writing. The Repairer shall have to attend the defects so notified and replace/rectify the same to the satisfaction of the purchaser, within a reasonable time . The cost of such replacement/rectification shall be to the Repairer's account.

GCC.15.1.4. The performance security will be released by the purchaser after successful expiry of the guarantee period upon written request by the Repairer.

GCC.15.1.5. The earnest money deposited by the successful bidder will be refunded after furnishing the performance security , as stated above. No interest shall be payable by the Purchaser to the Repairer against earnest money.

The Performance Security will be provided by the Repairer either in the form of a Security Deposit or by furnishing a bank guarantee as specified in the SCC.

GCC.16. Security Deposit *(Applicable for Contracts of the value below Rs. Fifty (50) lacs)*

GCC.16.1.1. At the time of signing the Contract, where such signing of Contract Agreement is involved, or within thirty (30) days of the placement of the LoA whichever is earlier, or within thirty (30) days of the placement of LoA where no Contract Agreement signing is involved, the bid security amount submitted by the Repairer 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 fulfillment of the Contract by the Repairer. Further, at the time of making any payment to Repairer 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.

GCC.16.1.2. Purchaser shall refund one half of the security deposit amount to the Repairer on certification by the WBSETCL in writing that the work has been completed satisfactorily as per the specified time schedule and technical specifications. The remaining half of the security deposit amount shall be refunded by the Purchaser on expiry of defect liability period provided that the WBSETCL is satisfied that there is no demand outstanding against the Repairer. The Purchaser shall have absolute discretion to forfeit the security deposit for any default on the part of Repairer in the performance of the Contract, including its obligations under the defect liability period.

Section IV – SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC), shall supplement/amend the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions in SCC shall prevail over those in the GCC.

SCC Item No	GCC Clause Ref, If any	Data
1	GCC.7.1	Name of Purchaser: West Bengal State Electricity Transmission Company Ltd. Address: Chief Engineer (O&M) – II, 10th. Floor,'D' Block,Vidyut Bhavan

<table>
<tr><td></td><td></td><td>Block-DJ, Sector-II, Salt Lake,

Kolkata-700091.</td></tr>
<tr><td>2</td><td></td><td>Adjudicator: The name of Adjudicator will be intimated later if necessary in case of dispute.

[The Adjudicator shall be appointed by MD, WBSETCL as may be agreed between both the parties].</td></tr>
<tr><td>3</td><td></td><td>In case two(2) arbitrators do not succeed in appointing a third arbitrator within thirty (30) days after latter of the two (2) arbitrators has been appointed, the third arbitrator shall, at the request of ei party, be appointed by President, Institution of Engineers in case of an Indian Contractor.</td></tr>
<tr><td>4</td><td></td><td>The arbitration proceedings shall be conducted in accordance with Indian Arbitration and Concilia Act 1996. In case the Contractor is an Indian Public Sector Enterprise/Government Department (but a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central G Undertaking), the dispute arising between the Purchaser and the Contractor shall be referred resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterpri Government of India.

The Place for Arbitration shall be : Kolkata, India</td></tr>
<tr><td>5</td><td></td><td>The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract</td></tr>
<tr><td>6</td><td>GCC.10.1</td><td><u>The terms of payments are as under</u> :
The earnest money deposited by the each successful bidder shall be refunded after receipt of B.G. r to be submitted before lifting of the defective transformer(s) from the site.
1) The value of B.G no. 1 shall be as follows:
<table>
<tr><td>Location</td><td>New Jalpaiguri 220 kV Sub-station</td><td>C-Zone 132 kV sub-station</td><td>Behala 132 kV Sub-station</td><td>Birsingha 132 kV Sub-station</td><td>Domjur 220 kV Sub-station</td><td>New Bishnupur 220 kV Su station</td></tr>
<tr><td>Make</td><td>EMCO</td><td>ABB</td><td>IMPPL</td><td>KANOHAR</td><td>ECE Industries</td><td>MARSON LTD</td></tr>
<tr><td>Sl No.</td><td>SO2361/5044</td><td>AAG-001</td><td>NP-20696</td><td>KT5000/50</td><td>S-85667</td><td>80966</td></tr>
<tr><td>Year Of Mfg.</td><td>2014-15</td><td>2008</td><td>2011</td><td>2011</td><td>2005</td><td>2004</td></tr>
<tr><td>BG value in Rs</td><td>16022000.00</td><td>12812800.00</td><td>12249500.00</td><td>12612500.00</td><td>10928400.00</td><td>1417500.0</td></tr>
</table>
➢
2) The Contract Performance Guarantee (B.G. No. 2) shall be as follows :</td></tr>
</table>

		➢ An unconditional Bank Guarantee(s) towards Performance Security (ies) in respect of Contracts amounting to 10% (Ten) of the Contract Value valid up to ninety (90) d after the end of Defects Liability Period with further claim period 90 (ninety) days o the equipment covered under the contract is to be submitted by the Contractor a delivery of repaired Transformer at site. The **B.G no. 1** shall be returned after successful delivery of the repaired transformer and submissio **B.G. no. 2.** All statutory deductions shall be made from each bill. Refund of security deposit shall be guided by the clause no. G.C.C 11.2.1.
4	Terms of Payments	**Ninety percent (90%) payment** for each Transformer along with hundred percent (100%) Goods Services Tax against submission of original Tax Invoice and original receipted challan signed by consignee officer, MICC-cum-DI and Part-A & Part-B of the e-Waybill generated for the supp material will be made within forty-five (45) days from the date of submission of Tax Invoices as GST Invoice Rule along with respective HSN Code directly to the Bill Passing Authority. The **balance ten percent (10%) payment** for the entire lot will also be made within forty-five days of submission of Bills to the Bill Passing Authority along with Stores Receipt Voucher (SRV).
5	GCC.10.2.2	The Paying Authority shall be the Sr. Manager (F&A) , Corporate Finance, WBSETCL, Bic Bhavan, 9th floor, Salt Lake City, Kolkata- 700 091. The A.G.M. (F&A) attached to C.E. (O&M) will be responsible for necessary scrutiny of the bills and passing for payment.
6		The contract performance guarantee will be provided by the Contractor in the form of Bank Guarante
7	GCC.13	Controlling Officer: To be intimated at the time of placement of LoA. Till such time all queries may made with the Tendering Authority.
8	GCC 24 **(Defect Liability)**	The defects liability period shall be **60 (sixty) months** from the date of delivery of the repa transformer(s) at site.

Section VI – BID DATA SHEET

The following bid specific data for the Equipment/ Materials to be procured shall amend and/or supplement the clauses in the Instructions To Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

BDS Item No	ITB Clause Ref., if any		Data
			A. **INTRODUCTION**
1	ITB. 1		WBSETCL intends to finance the aforesaid repairing work.
			B. THE BIDDING DOCUMENTS
4	ITB. 7		Clarifications on bidding documents may be obtained fromhttps://etender.wb.nic.in **or** https://wbtenders.gov.in Date & Time up to which request for clarifications will be received : Date: **23.09.2025.** Time: 01-00 P.M. **NOTE: Late submission of queries will not be entertained.**
5	ITB. 8		Pre-bid Meeting Venue: Office of the C.E. (O&M-II) 10th. Floor, D block, Vidyut Bhavan.

			Date: 24**.09.2025** Time:02-30 P.M.
6	ITB.8.4		The proposed modifications to the bid documents should be uploaded by the bidders by 01-00 P.M. on **23.09.2025.**
			C.PREPARATION OF BIDS
7	ITB.12.8		Price Adjustment is not applicable.
8	ITB.13.1		Period of validity of bids: The bids submitted by the bidder should remain valid for a minimum period of **180 days** from the next day of the final bid submission date (online).
9	ITB.14.1		Validity of Bid Security The bid security shall be valid ***for two hundred and forty (240) days from the next day of final bid submission date i.e. bid deadline with a further claim period of another ninety (90) days.***
			D. SUBMISSION OF BIDS
10			Submission of bids: Tenders are to be submitted online to the website stated in Clause A.1. in two folders at a time for each work, one in Technical Proposal & the other in Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats). NB: 1. The bidder can submit their bids for 01(one) or multiple (up to six) number of Transformers as per their choice. The BOQ will contain 6 separate sheets (named upon make of Transformer) for the 6 Nos. of Transformers and bidders will have to submit their bids for each transformer or multiple number of transformers as per their choice. Date & Time up to which bids can be submitted : Date: 15.10.2025 Time: 3-00 PM
11	ITB.16.1, ITB.16.2		**Single Stage Two Folder**

			The bids are required to be uploaded at Single stage in Two Folders & all the documents comprising the bid as specified in NIT.
			E.BID OPENING AND EVALUATION
12			1. **Bid Opening : [Single Stage Two Folder]** Opening of TC bid Venue: Office of the CE: (O&M) – II 10th. Floor, Block-D, Vidyut Bhavan Date: 17.10.2025 Time: 3.00 P.M. Opening of Price bid The list of Bidders short listed in the techno-commercial bid shall be published along with the date and time of the opening of the Price Bid in due course.
13	ITB. 25		**Time to complete the Works from the Date of LOA:-** **365 (Three Hundred and Sixty Five) days.**