WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

"Fabrication, galvanizing, testing, supply & delivery of various 33 KV and 132 KV equipment's supporting structures including G.I nuts, bolts & washers matching with the above structures at different Sub-Stations under Siliguri Area Office , WBSETCL (2nd Call)"

NIT No.: - SE&AM/SAO/ SUPPLY/STRUCTURE/2024-25/07 Dated 26/11/2024

Section I -V
Notice Inviting Tender (NIT)
Instruction to Bidders (ITB)
General Purchase Conditions (GPC)
Technical Specifications
Special conditions of contract

WBSETCL

Office of the Area Manager, Siliguri Area Office
WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
CIN: U40101WB2007SGC113474
ADMINISTRATIVE BUILDING (1ST FLOOR)
POWER HOUSE CAMPUS, 2ND MILE, SEVOKE ROAD
NEAR SILIGURI 132KV S/S, SILIGURI – 734001

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

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Section I - NOTICE INVITING e-TENDER

Office of the Area Manager, Siliguri Area Office

West Bengal State Electricity Transmission Company Limited
(A Govt. of West Bengal Enterprise)
CIN: U40101WB2007SGC113474

ABRIDGED NOTICE INVITING e-TENDER
NIT No.: -SE&AM/SAO/SUPPLY/STRUCTURE/2024-25/07 Dated 26/11/2024

WBSETCL invites e-tender for "**Fabrication, galvanizing, testing, supply & delivery of various 33 KV and 132 KV equipment's supporting structures including G.I nuts, bolts & washers matching with the above structures at different Sub-Stations under Siliguri Area Office , WBSETCL (2nd Call)**"

Interested bidders may obtain bidding documents by registering themselves to the e-tendering portal (https://wbtenders.gov.in orhttps://etender.wb.nic.in) and thereby downloading the bidding documents from 26.11.2024 , 06:00 P.M. and shall be submitted (online) from 09.12.2024 , 10:00 A.M. up to 23.12.2024 , 03:00 P.M.

Detailed NIT maybe seen & downloaded from WBSETCL website (www.wbsetcl.in).

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A Govt. of West Bengal Enterprise)

Office of the Area Manager, Siliguri Area Office

West Bengal State Electricity Transmission Company Limited

CIN: U40101WB2007SGC113474

DETAILED NOTICE INVITING e-TENDER

NIT No.: - SE&AM/SAO/ SUPPLY/STRUCTURE/2024-25/07 Dated 26/11/2024

For

Fabrication, galvanizing, testing, supply & delivery of various 33 KV and 132 KV equipment's supporting structures including G.I nuts, bolts & washers matching with the above structures at different Sub-Stations under Siliguri Area Office , WBSETCL (2nd Call)"

[Domestic Competitive Bidding]

1.0 WBSETCL invites single stage two folders bids from eligible and qualified bidders through e-tender for procurement of following Equipment / Materials:

SL No	Description of Equipment / Materials	Unit of Measure	Quantity
1.	Fabrication, galvanizing, testing, supply & delivery of various 132/ 33 KV equipment's supporting structures at different Sub-Stations under Siliguri Area Office WBSETCL	M.T.	32.92
2.	Matching fasteners (**G.I Bolts, Nuts and Washers**) for the structures (Grade – 5.6/5).	M.T.	1.32

2.0 Detailed Specifications, scope of supply and terms and conditions of supply are given in the bidding documents, which are available at the online e-tendering portal https://wbtenders.gov.in/or https://etender.wb.nic.in as per the following schedule:

Bidding document No	:	SE&AM/SAO/SUPPLY/STRUCTURE/2024-25/07 Dated 26 /11/2024
Date of publication of N.I.T. & other Documents (online)	:	26.11.2024
Documents download start date (Online)	:	26.11.2024 from 06:00 P.M.
Request for Pre-Bid clarifications to be sent to the address given in clause 11.0	:	04.12.2024 Up to 03:00 P.M.
Pre-bid meeting	:	05.12.2024 at 01:00 P.M.
Bid submission start date (On line)	:	09.12.2024 from 10:00 A.M.

Bid Submission closing (On line)	:	23.12.2024 up to 03:00 P.M.
Last Date of submission of original copies of 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)	:	24.12.2024 Up to 3:00 P.M.
Opening of bid (Online) [Techno-commercial bid]	:	26.12.2024 from 03:00 P.M.
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.
Bid security (EMD)	:	Rs. 28,627.00 (Rupees twenty eight thousand six hundred and twenty seven) only. [PLEASE SUBMIT YOUR GST REGISTRATION CERTIFICATE WITH TENDER FEE.]
Completion time for the supply work	:	04(Four) months from the date of placement of LoA.

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. The original Demand Draft / Pay Order against Bid Security (As per Annexure-3a) [As Statutory Document] should be submitted physically (offline) to the Office of The Area Manager, Siliguri Area Office, WBSETCL under sealed cover on or before the scheduled date & time as specified above.

3.0 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.

4.0 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.

5.0 **The bidder must offer full tendered quantity of both the Materials of Sl. No. 1 and 2 of BOQ. Bid submitted by the bidders for quantity less than the tendered quantity against the BOQ shall be liable for rejection. Also, the Bidder must upload the BOQ satisfactorily in accordance with their offered item(s); otherwise, the bid may be summarily rejected.**

6.0 **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.**

7.0 All bids must be accompanied by **bid security** for an amount of: - Rs. 28,627.00 (Rupees twenty eight thousand six hundred and twenty seven) only in the form of **Demand Draft/ Pay order/ Banker's Cheque** drawn in favour of "**WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED**" from any scheduled commercial bank 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 techno-commercial bid opening date with a further claim period of thirty (30) days. Bids not supported with an acceptable bid security or bids supported with bid security of inadequate value shall be rejected by WBSETCL. Bids shall be rejected by the WBSETCL; if the bidder fails to submit original Bank Guarantee/Demand Draft / Pay Order/ Banker's Cheque against Bid Security (As per Annexure-3b) physically to the Office of the Area Manager, Siliguri Area Office, WBSETCL under sealed cover on or before the scheduled date & time as specified above.

For preparation of BG the Bank details of WBSETCL is given below:
STATE BANK OF INDIA
(06509)-EKTIASAL
P.O. SEVOKE ROAD ,
DIST.:JALPAIGURI,
WEST BENGAL-734001

N.B.: The EMD value indicated in the e-tendering portal is only an ornamental value "1" and shall be read as indicated in Clause7.0of the detailed NIT. Relevant Annexure-3c is to be submitted in the designated folder satisfactorily.

8.0 **Qualifying Requirements for bidders:**

8.1. Following shall be the qualification requirements:
A)Technical

1. The bidder must have the credentials for similar work of supply of Substation Structure/Lightning Mast Structures/ Tower structures for a minimum quantity of **10.0 MT in a single contract** during the last **5(five) financial years**.
2. The bidder must have own fabrication unit with required tools & plants for different Substation Structure/Lightning Mast Structures/ Tower Structures etc.
3. Bidder should have access to the **NABL accredited testing laboratories** for different testing as per requirement.
4. Bidder should have the facility for proto testing of the structures.

B) Financial

Sl. no.	Items	Requirement
1.	Net worth	Net Worth should be positive.
2.	MATT	**Rs.42.94 lac**
3.	LA	**Rs.7.16 lac.** Bidder should have liquid assets (L.A) and/or evidence of access to or availability of credit facilities of equivalent amount.

Note: 1) MAAT: Minimum average annual turnover for the best three years out of the last five financial years.

2) 'Liquid Asset' shall be as per the last audited accounts available.

8.2. **[Non-statutory documents]:-** The bidder shall upload, as part of his techno-commercial bid, documents establishing the bidder's qualifications to execute the Order to the satisfaction of the WBSETCL. 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 uploaded by the bidder:

a. Documentary evidence regarding category of the manufacturer (Micro/ Small/ Medium/ Large) like Registration Certificate issued by SSI/ NSIC/ Directorate of Industries etc.

b. If the bidder is an authorized dealer/supplier/ sole selling agent/Indian subsidiary of a foreign manufacturer or the original manufacturer supplies the Equipment / Materials through a dealer, supplier, sole selling agent in India or Indian subsidiary, an authorisation letter from such original manufacturer needs to be furnished by the bidder. [**Not applicable in the instant tender**].

c. List of purchase order references for similar supplies in the past five (5) years with copies of un-priced/priced purchase orders and execution status of each order supported by duly acknowledged delivery challans or excise duty gate passes or, client's certificate. [**Applicability up to the extent of meeting Technical QR**].

d. Confirmation regarding availability of in-house inspection/ testing facilities or access through other government approved agencies for performing inspection/ testing.

e. Performance Certificates from the user for successful operation of similar equipment. [**Applicability up to the extent of meeting Technical QR**].

f. Copies of Type Test Certificate of the Equipment / Materials included in the scope of supply as per relevant IS/ IEC. [**Applicability up to the extent of meeting Technical Specification of the Tender**]

g. Audited Annual Accounts of the company for the last five (5) years (in case of companies)

or

IT Return duly acknowledged by the tax department for the last five (5) years (in case of bidders other than companies).
[**Applicability up to the extent of meeting Financial QR**]

h. Copies of TAN Card, Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws.

i. Registered Deed of partnership Firm / Article of Association & Memorandum

8.3. **[Statutory documents]:-** In addition to above, the bidder shall also be required to meet the eligibility conditions and upload a scanned & digitally signed copy of Power of Attorney in favour of Signatory of the Bid as per Annexure: 4 OR a valid General Power of Attorney in favour of Signatory of the Bid, An Affidavit regarding Eligibility (duly notarized) as per Annexure: 6 of Section V-A of the bidding documents& properly filled other Applicable Annexures (1-12) and Filled up Guaranteed Technical Particulars Format, if provided with the Technical Specification.

N.B.: ***The Original Power of Attorney in favour of Signatory of the Bid as per Annexure: 4 OR a valid General Power of Attorney in favour of Signatory of the Bid (duly notarized) and an Affidavit regarding Eligibility (duly notarized) as per Annexure: 6 of Section V-A of the bidding documents shall be***

submitted physically in a sealed envelope to the Office of The S.E & Area Manager: Siliguri Area Office, WBSETCL under sealed cover on or before the scheduled date & time as specified above.

8.4. Notwithstanding anything stated herein, WBSETCL reserves the right to inquire and review the bidder's capability and capacity to supply the Equipment / Materials.

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

10.0 **Delivery Schedule**

The total delivery schedule is 04(Four) months from the date of placement of order.

Place of delivery:

Siliguri 132kV Substation of WBSETCL in West Bengal as per detail list vide **Annexure – B.**

Notwithstanding the details of consignees mentioned above, the Purchaser reserves the right to make modification in the above details at the time of issuing Delivery Instructions.

11.0 **Address for seeking any clarifications on the bid documents:**

S.E & Area Manager: Siliguri Area Office,
West Bengal State Electricity Transmission Company Limited,
Administrative Building (1st Floor), Power House Campus, 2 nd Mile, Sevoke Road
Near Siliguri 132 KV S/S, Siliguri -734001.
Contact No. : 9434910074/9434910814
E-mail : sestc.slg@gmail.com/sestc.slg@rediffmail.com
Website : www.wbsetcl.in
GSTIN of WBSETCL: 19AAACW6952G1Z0

Section II - INSTRUCTION TO BIDDERS

ITB. 1. Responsibility of bidders

ITB.1.1. The WBSETCL 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 WBSETCL. Verbal agreement or conversation with any employee of the WBSETCL 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 bid price and period of supply of Equipment/ Materials.

ITB. 2. Clarifications on bidding documents

ITB.2.1. A prospective bidder requiring any clarification on bidding documents may notify the WBSETCL in writing by post or fax, as per Annexure: 13 of Section V-B, to the address mentioned in NIT, not later than the date and time specified in NIT. The WBSETCL will issue clarification(s) as he may think fit not later than fifteen (15) days prior to the deadline/ extended deadline for submission of bids prescribed by the WBSETCL. All such clarifications shall form part of the bidding documents and shall accompany the bidder's Proposal. Written copies of the WBSETCL's response (including an explanation of the query but without identifying its source) will be uploaded in the e-tendering portal in the corrigendum folder which shall be available to all the participant bidders.

ITB.2.2. 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. 3. Amendment of bidding documents

ITB.3.1. At any time, but not later than ten (10) days prior to the deadline for submission of bids, the WBSETCL may, for any reason, modify the bidding documents by issue of an addendum/amendment.

ITB.3.2. The addendum/amendment will be intimated (through e-tendering portal, corrigendum folder) to all bidders. The WBSETCL shall assume that the information contained therein have been taken into account by the bidder in its bid. The WBSETCL will bear no responsibility or liability arising out of non- cognizance of the same in time or otherwise by the bidder.

WBSETCL may, at its discretion, extend the deadline for the submission of bids.

ITB.3.3. For the information of bidders, the addendum/ amendments, if any, shall be uploaded on the e-tendering portal. The bidders may visit the website https://wbtenders.gov.in/orhttps://etender.wb.nic.in from time to time in their own interest.

ITB. 4. Right to split Order

The WBSETCL reserves the right to split (maximum up to 50% subject to price matching with L1 bidder) the total quantity among more than one bidder.

ITB. 5. 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 WBSETCL 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. 6. Documents constituting the bid

The bid to be uploaded duly digitally signed by the bidder which shall consist of the following documents:

a. Bid proposal as per Annexure: 1 of Section V-A.

b. Filled up Annexure -2(BOQ) to be uploaded in Financial cover.

c. Forwarding letter for submission of Bid Security as per Annexure: 3a of Section V-A.

d. Bid Security, if in the form of Bank Guarantee/Pay Order/Demand Draft, shall be as per Annexure: 3b of Section V-A

e. A Power of Attorney, in original, as per Annexure: 4 of Section V-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. A valid General Power of Attorney (duly notarized) in favour of Signatory of the Bid may also suffice this requirement.

f. Filled up form as per Annexure: 5A to 5C of Section V-A to establish that the bidder meets the qualification requirements

g. An Affidavit as per Annexure: 6 of Section V-A affirming the eligibility of the bidder

h. Filled up details of bought-out Equipment / Materials as per Annexure: 7 of Section V-A [Not applicable in the instant tender]

i. 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

j. Technical Compliance Form, duly digitally signed by the bidder, as per Annexure: 9 of Section V-A to demonstrate the adequacy of the bidder's proposals to meet the technical specifications.

k. Transformer/Reactor loss figures, if applicable, as per Annexure: 10 of Section V-A [**Not applicable in the instant tender**]

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

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

n. Guaranteed Technical Particulars as per the prescribed format given in Technical Specification, if provided.

o. Documentary evidence/testimonials i.r.o. Bid proposal as per Annexure: 1 of Section V-A.

p. Documentary evidence i.r.o. Annexure: 5A to 5C of Section V-A to establish that the bidder meets the qualification requirements [Applicability up to the extent of meeting Technical & Financial QR]. Supportive testimonials i.r.o. Annexure: 9 of Section V-A.

q. Technical literature catalogue of the Equipment / Materials offered

ITB. 7. 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. 8. Bid Prices

ITB.8.1. Price of Equipment / Materials, including type tests charges to be manufactured within/outside India shall be quoted inclusive of all costs as well as duties and taxes paid or payable on goods and services procured to manufacture the equipment / materials. Benefit of Input Tax Credit (ITC) should be adjusted in the quoted price. Amount of discount, if any, shall be adjusted for computation of tax. However, CGST and SGST/UTGST or IGST, as the case, may be shall not be included in the unit price but shall be quoted separately in the Price Schedule. Local transportation including transit insurance and other local costs incidental to delivery of Equipment / Materials to the Site shall also be included in Price Schedule and shall be subjected to taxes, as applicable. The taxes, duties and levies shall be quoted as per the rates in force on seven (7) days prior to the last date of submission of bids.

ITB.8.2. Equipment / Materials against which no price is entered by the bidder will not be paid for by WBSETCL when delivered and shall be deemed to have been covered in other prices in the Price Schedule where the evaluation is being done on the basis of total prices quoted for all the Equipment / Materials.

ITB.8.3. 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.

ITB.8.4. The total bid price at the bottom of Price Schedule shall be indicated both in figures and words.

ITB.8.5. If any rebate/discount is offered, the overall discount in percentage shall be brought out in the Price Schedule and taxes shall be charged after effecting the amount of discount. Conditional rebates/discount, if any, offered by any bidder shall not be considered during bid evaluation.

ITB.8.6. In case WBSETCL observes that the L1 bidder has quoted a price which is eighty percent **(80%) or less than** the WBSETCL's cost estimate, WBSETCL then, shall ask the L1 bidder, for furnishing Additional Performance Guarantee(e.g. Bank Guarantee) equal to 10% of the NIT Cost Estimate valid up to the end of the Contract Period at bidder's expense. Such Additional Performance Guarantee shall remain valid up to the end of the Contract Period, with an additional claim period of ninety (90) days, failing which his bid security may be forfeited.

ITB.8.7. Price Variation

ITB.8.7.1. The prices quoted by the bidder shall be firm during the entire period of delivery as specified in the Order and not subject to variation on any account whatsoever, except the statutory variations on account of taxes

and duties on the direct transactions between the supplier and Purchaser.

ITB.8.7.2. No price variation will be allowed.

ITB.8.7.3. No price variation will be allowed for bought-out Equipment/ Materials, if any. [**Not applicable here**]

ITB. 9. Period of validity of bids

ITB.9.1. 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 WBSETCL.

ITB.9.2. 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 there to shall be made in writing by post or fax followed by post confirmation. The bidder may refuse the request without having his bid security forfeited. Bidders agreeing to the request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of ITB. 10regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

ITB. 10. Bid Security

ITB.10.1. The bidder shall physically submit bid security along with a covering letter, as per Annexure : 3a of Section V-A for an amount specified in the NIT, in the form of a Demand Draft/ Banker's Pay Order/ Banker's Cheque, at its option, from any scheduled commercial bank drawn in favour of "WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED" payable at Kolkata,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 final bid opening date with a further claim period of thirty (30) days, in the prescribed proforma in one (1) original and one (1) copy. The original Demand Draft / Pay Order/Bank Guarantee against Bid Security (As per Annexure-3b) should be submitted physically to the Office of The SE & Area Manager , Siliguri Area Office, WBSETCL under sealed cover on or before the scheduled date & time as specified in the Detailed NIT.

ITB.10.2. Any bid not supported with the relevant bid security in adequate value and/or the forwarding letter as per Annexure: 3a/3bof Section V-A will be rejected by the WBSETCL and returned to the bidder with in thirty (30) days of the bid opening date.

ITB.10.3. The bid security shall be forfeited in the following circumstances:

a. If the bidder withdraws its bid as a whole or in part as per ITB. 13, during the period of bid validity specified by the bidder in its bid

b. If the bidder does not accept the correction of its bid price pursuant to ITB. 16

c. If the successful bidder fails, within the specified time limit to accept the Purchase Order unconditionally or, to furnish the Performance Guarantee, in accordance with GPC.6 wherever such guarantee is required to be furnished or does not provide the additional security as per ITB.8.6.

ITB.10.4. Bid security of the unsuccessful bidders will be returned as promptly as possible after the expiration of the validity of bid security or after the issue and acceptance of Purchase Order by the successful bidder, whichever is earlier.

ITB.10.5. The bid security of the successful bidder will be discharged on furnishing the Performance Guarantee, where required to be furnished, as per GPC.6 and acceptance of Order by the bidder.

ITB.10.6. No interest shall accrue and be paid by the WBSETCL on the bid security.

ITB. 11. Submission of bids

ITB.11.1. Tender documents may be downloaded from website and submission of Technical-Commercial Bid and Price Bid will be done by uploading the same in respective designated folder as per Time Schedule stated in Sl. No.2 of Detailed NIT. Both Techno-commercial Bid and Price Bid are to be submitted concurrently duly digitally signed in the website**https://wbtenders.gov.in/**or**https://etender.wb.nic.in**.
The intending tenderers are required to quote the rate online. Tenders are to be submitted through online to the website in respective folders at a time for each work, one in Techno-commercial Proposal & the other is Price Proposal before the prescribed date &time using the Digital Signature Certificate (DSC). The virus scanned documents are to be uploaded duly digitally signed. The documents will get encrypted (transformed into non readable formats).

ITB.11.2. The bid shall be duly digitally signed by the person duly authorized by the bidder. A scanned copy of Original power of attorney of the signatory of bid as per the format given in Annexure: 4 of Section V-A OR a valid General Power of Attorney in favour of Signatory of the Bid has to be uploaded by the bidder.

ITB.11.3. Any interlineations, erasures, overwriting, cutting or alteration shall only be valid if they are digitally singed by the authorized signatory to the bid.

ITB.11.4. Bids may be uploaded within the scheduled time frame as mentioned in the Cl.No.2 of the Detailed NIT. The WBSETCL shall not be responsible for any delay in submission of the bid in the online e-tendering portal.

ITB.11.5. Bids shall be submitted in the manner specified here under:

General guidance for e-Tendering:

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the contractors to participate in e-Tendering.

i. Registration of Bidder:

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to https://etender.wb.nic.in **or** https://wbtenders.gov.in the contractor is to click on the link for e-Tendering site as given on the web portal.

ii. Digital Signature certificate (DSC):

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.

iii. The bidder can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

iv. Participation in more than one work:

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

v. Submission of Tenders:

Tenders are to be submitted through online to the website stated above in two folders at a time for each work, one in Techno-commercial Proposal &the other is Price 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).

Submission of one set of Hard copy:

- Bidders must submit the Bid Security (original) in a sealed envelope.
- Original Power of Attorney, Original Affidavit regarding Eligibility, Original Joint deed of undertaking and legally enforceable document (if any) must be submitted in a separate sealed envelope clearly stating the contents of these envelopes.
- These two separate sealed envelopes must again be enclosed in one sealed envelope clearly stating the package name and its contents.

- N.B. Bidders are required to submit only the above mentioned documents in original in hard copy and no other documents shall be submitted. Submission of any other document shall not be accepted. Bidders are not required to submit any hard copy of the Technical bid/Price/Financial Bid (BOQ) also.

I. *Techno-commercial Proposal*:

Techno-Commercial proposal should consist of the given below documents and should be uploaded in the given below manner:

A. **Technical Packet Cover**: Containing the following documents:

1. DOCUMENTS WHICH SHOULD BE UPLOADED IN THE SUBFOLDERS PROVIDED UNDER "FEE/PREQUAL/TECHNICAL" COVER)

1st Folder Name :-> (Bid Proposal, Power of Attorney and Affidavit regarding Eligibility)

Documents:

a. Bid proposal as per **Annexure: 1** of Section V-A

b. A scanned copy of Original Power of Attorney, as per **Annexure: 4** of Section V-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 is to be uploaded.

c. A scanned copy of Original notarized Affidavit regarding Eligibility as per **Annexure: 6** of Section V-A affirming the eligibility of the bidder is to be uploaded.

d.

e. ***2nd* Folder Name:-> (EMD and Forwarding Letter for Bid Security)**

Documents:

a. A scanned copy of Bid Security, in the form of Bank Guarantee/Pay Order/Demand Draft, shall be as per **Annexure: 3b** of Section V-A is to be uploaded.

b. Forwarding letter for submission of Bid Security as per **Annexure: 3a** of Section V-A to be uploaded.

3rd Folder Name:> (Annexures)

Documents:

a. Filled up form as per **Annexure: 5A to 5C** of Section V-A to establish that the bidder meets the qualification requirements

b. Filled up details of bought-out Equipment / Materials as per **Annexure: 7** of Section V-A [**Not applicable in the instant tender**]

c. 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

d. Technical Compliance Form, duly digitally signed by the bidder, as per **Annexure: 9** of Section V-A to demonstrate the adequacy of the bidder's proposals to meet the technical specifications.

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

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

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

4th Folder Name:-> [NIT and Technical Specification with its Corrigenda(if any) and GTP]

Documents:

a. NIT
b. Technical Specification
c. Filled up Guaranteed Technical Particulars Format, if provided with the Technical Specification

d. Corrigenda published (if any).

B. **<u>Other Important Document (OID) Cover</u>:** containing the following documents:

i. Copies of TAN Registration No., Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws.

ii. Audited Annual Accounts of the company for the last five (5) years (in case of companies)

or

IT Return duly acknowledged by the tax department for the last five (5) years (in case of bidders other than companies).

[**Applicability up to the extent of meeting Financial QR**]

iii. Registration Certificate under Companies Act.

or

Documentary evidence regarding category of the manufacturer (Micro / Small / Medium / Large) like Registration Certificate issued by SSI / NSIC / Directorate of Industries etc.

iv. If the bidder is an authorized dealer/supplier/ sole selling agent/Indian subsidiary of a foreign manufacturer, or the original manufacturer supplies the Equipment / Materials through a dealer, supplier, sole selling agent in India or Indian subsidiary, an authorisation letter from such original manufacturer needs to be furnished by the bidder. [**Not applicable in the instant tender**].

v. List of purchase order references for similar supplies in the past five (5) years with copies of un-priced/priced purchase orders and execution status of each order supported by duly acknowledged delivery challans or excise duty gate passes or, client's certificate. [**Applicability up to the extent of meeting Technical QR**].

vi. Confirmation regarding availability of in-house inspection/ testing facilities or access through other government approved agencies for performing inspection/ testing.

vii. Performance Certificates from the user for successful operation of similar equipment. [**Applicability up to the extent of meeting Technical QR**].

viii. Copies of Type Test Certificate of the Equipment / Materials included in the scope of supply as per relevant IS / IEC. [**Applicability up to the extent of meeting Technical Specification of the Tender**]

ix. Registered Deed of partnership Firm / Article of Association & Memorandum.

N.B: Failure of submission of any of the above mentioned documents as stated under the head "**Technical Packet&Other Important Document Cover**" will render the tenderer liable to be rejected for both Technical Packet&Other Important Document Cover.

II. Price Proposal:

Price proposal should consist of the given below documents and should be uploaded in the given below manner:

1. **DOCUMENTS WHICH SHOULD BE UPLOADED IN THE SUBFOLDERS PROVIDED UNDER "FINANCIAL"COVER**

FOLDER NAME:-> (BOQ)

DOCUMENTS:

a. BOQ.

THE ABOVE STATED OID /TECHNICAL DOCUMENTSSHOULD BE ARRANGED IN THE FOLLOWING MANNER

Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Other Important Document (OID)' to send the selected documents to OID folder.

Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub-Category Description	Detail(s)

A.	Certificate(s)	Certificate(s)	TAN Registration No., Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws. Latest P Tax (Challan) Latest IT Receipt.
B.	Company Detail(s)	Company Detail	Registration Certificate under Companies Act or Documentary evidence regarding category of the manufacturer (Micro / Small / Medium / Large) like Registration Certificate issued by SSI / NSIC / Directorate of Industries/ Partnership Firm (Partnership Deed, Trade License)/ Society (Society Registration Copy, Trade License) etc. and Memorandum of Association and Articles of Association of the Company.
C.	Credential	Credential - 1(Technical QR) Credential -2(other papers)	Performance Certificates from the user for successful operation of similar equipment. [Applicability up to the extent of meeting Technical QR]. Documentary evidence for delivery of the tendered items supported by duly acknowledged delivery challans or excise duty gate passes or, client's certificate [Applicability up to the extent of meeting Technical QR]. Copies of Type Test Certificate of the Equipment / Materials included in the scope of supply as per relevant IS / IEC. [Applicability up to the extent of meeting Technical Specification of the Tender] Confirmation regarding availability of in-house inspection/ testing facilities or access through other government approved agencies for performing inspection/ testing. Technical Literature & Catalogue

			List of purchase order references for similar supplies in the past five (5) years with copies of un-priced/priced purchase orders and execution status of each order supported by duly acknowledged delivery challans or excise duty gate passes or, client's certificate in line with Annexure-5B& 5C of Section V-A of the tender document. [Applicability up to the extent of meeting Technical QR].
D	Financial Info		Audited Annual Accounts of the company for the last Five (5) years (in case of companies) or IT Return duly acknowledged by the tax department for the last Five (5) years (in case of bidders other than companies). Tax Audited Report along with Balance Sheet & Profit & Loss A/c. for the last 5 (Five) years (year just preceding the current Financial Year will be considered as year – I)

ITB. 12. Deadline for Submission of bids

ITB.12.1. Bids must be received by WBSETCL at the online e-tendering portal address specified in NIT no later than the time and date mentioned in NIT. In the event of the specified date for submission of bids being declared a holiday for the WBSETCL, the bids will be received up to the appointed time on the next working day. Such postponement of date will not have any impact on the other dates specified in the bidding documents (i.e. bid validity and validity of bid security).

ITB.12.2. The WBSETCL 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 hosting 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.12.3. In the event, the deadline for submission of bid is extended by the WBSETCL, the bidders who have already submitted their bids within the original deadline of submission shall have the option to upload their

revised bid in substitution either in full or in part of earlier bid. In the absence of a revised bid, the original bid shall be considered for opening and subsequent evaluation. Wherever, the bidder has submitted the revised bid in full, in modification of earlier bid, the earlier bid shall be returned unopened to the bidder.

ITB.12.4. Any bid received by the WBSETCL after the bid submission deadline as per ITB. 12will be rejected and returned unopened to the bidder.

ITB. 13. Withdrawal of bids

ITB.13.1. 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. 9. 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. 14. Bid Opening

ITB.14.1. WBSETCL will open the bids electronically at e-tendering portal by the authorized personnel(s) using their Digital Signature Certificate (DSC), at the scheduled 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 desire may attend/witness the bid opening event through e-tendering portal at their respective end. In the event of the specified date for the opening of bids being declared a holiday for the WBSETCL or suspended for any involuntarily reasons, the bids will be opened at the appointed time & date which shall be intimated/communicated to all the intending bidders.

ITB.14.2. Bids that are not opened at bid opening will not be considered for further evaluation, regardless of the circumstances. The reason for which bids are not being opened will be notified to all the bidders through e-tendering portal.

ITB.14.3. The bidders' names, bid withdrawal and the presence or absence of the requisite bid security and such other details as WBSETCL, at his discretion, may consider appropriate will be notified in the e-tendering portal at the bid opening date.

ITB.14.4. In the case of Single stage two-envelope bids, on the date of opening of bid, the techno-commercial bid shall only be opened. The date for opening of the Price bid shall be intimated electronically at the appropriate time to the bidders whose bid is found responsive in the techno-commercial evaluation.

ITB.14.5. In the event, the WBSETCL, in its discretion, decides not to open the bid for want of adequate response to the bidding, the WBSETCL may either extend the bid submission deadline in pursuant toITB.12.3or cancel the bidding process.

ITB. 15. Clarification on bids

ITB.15.1. 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.15.2. 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 so as to reach the WBSETCL within the time specified in the request for clarification issued by the WBSETCL.

ITB.15.2. Any post-bid change in the price or substance (techno-commercial) of the bid shall not be sought, offered or accepted, if given by the bidder.

ITB. 16. Correction of arithmetical errors in price bid

ITB.16.1. Arithmetical errors will be corrected at the time of evaluation of price bid and the corrected figure will be considered for bid evaluation. 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.16.2. If there is a discrepancy between the product of unit price and quantity and the total price for the concerned item, 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.

ITB.16.3. 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 WBSETCL or the bid price quoted by the bidder, whichever is lower, will be taken.

ITB.16.4. Bids will be corrected for the rates of taxes & duties if incorrect rates are taken by the bidder. For the purpose of bid comparison and evaluation, the rates of taxes & duties in force as on seven (7) days prior to the last date of submission of bids would be considered.

ITB. 17. Delivery Schedule

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

ITB. 18. Procedure of Evaluation of bids

ITB.18.1. The WBSETCL 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 may be liable to be rejected. Bidders shall submit a filled-in proforma as per Annexure:12 of Section V-A.

ITB.18.2. The WBSETCL 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 Order.

ITB.18.3. Wherever mentioned in the NIT, the evaluation will take into account the bidder's capacity and capabilities, in particular its work in hand and future commitments wherever required. It will be based upon an examination of the documentary evidence of the bidder's capability submitted by the bidder, as well as such other information as the WBSETCL deems necessary and appropriate.

ITB.18.4. The final evaluated bid prices [Total Landed Price] 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 placement of Order. However, the WBSETCL reserves the right not to accept the lowest bidder.

ITB.18.5. WBSETCL, at its discretion, may take into consideration the delay in delivery of material/rejection of inspection calls/making fake inspection calls against earlier purchase order(s) executed by a bidder while finalizing the ordered quantity in respect of any Equipment / Materials against the subject tender.

ITB.18.6. The evaluation of bid shall be done on the basis of ***"each group(Group A &B) of supply".*** Where evaluation is done on the basis of each ***group*** of supply, the bidder evaluated as the lowest bidder for any ***group*** of supply would be considered as the successful bidder for such item. – ***Not Applicable.***

ITB. 19. Purchase Order

ITB.19.1. After approval of bid evaluation, WBSETCL will issue the Purchase Order to the successful bidder as per Annexure: 14 of Section V-B and send it by registered/speed post or courier in two (2) copies. The Order shall contain the description of the Equipment / Materials, price and period of supply and other terms and conditions.

ITB.19.2. The successful bidder shall sign and record "Accepted Unconditionally" with stamp and date, and return one (1) copy of the PO within seven (7) days of date of issue of the Order, to WBSETCL as acknowledgment of unconditional acceptance of the Order.

ITB. 20. Variations

ITB.20.1. The WBSETCL may vary the quantity of the Equipment / Materials to be supplied by plus/minus (±) twenty-five percent (25%) any time during the execution of the Order. The total value of Order shall be adjusted in case of change in quantity of Equipment / Materials based on the unit price indicated in the Purchase Order.

ITB.20.2. The WBSETCL may place repeat order within a period of six (6) months from the date of completion of the Order for quantity not exceeding fifty percent (50%) of the ordered quantity on successful completion of the Order and if so required by the WBSETCL, on the basis of existing rates, terms and conditions.

ITB. 21. Corrupt or Fraudulent Practices

ITB.21.1. The WBSETCL requires that the bidders/Suppliers observe the highest standards of ethics during the procurement and execution of the Order.

ITB.21.2. In pursuance of this policy, the WBSETCL 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 Order.

b. "Fraudulent practice" means a misinterpretation of facts in order to influence the procurement process or the execution of Order to the detriment of the WBSETCL, 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 WBSETCL of the benefits of free and open competition.

ITB.21.3. The WBSETCL will reject a bid or cancel the Purchase Order if already placed, if it determines that the bidder recommended for award or on whom the Purchase Order has already been placed has engaged in Corrupt or Fraudulent practices in competing for the Order in question.

ITB.21.4. The WBSETCL may declare a firm ineligible for issue of Purchase Order, 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 order of the WBSETCL.

ITB. 22. WBSETCL'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 Purchase Order, without thereby incurring any liability to bidders.

Section III- GENERAL PURCHASE CONDITIONS

GPC.1. Definitions

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

GPC.1.1. "Defect Liability Period" means the period of validity of the warranties given by the Supplier commencing at completion of the supply, during which the Supplier is responsible for rectification of defects and damages with respect to the Equipment / Materials as provided in GPC.17

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

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

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

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

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

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

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

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

GPC.1.10. 'Order value' means the sum total of contract price stated in the Letter of Award as payable to the supplier for supply of the equipment/

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

GPC.2. Governing Law

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

GPC.3. Disputes

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

GPC.3.2. Arbitration

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

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

GPC.3.2.3. Notwithstanding any disputes with reference to the Order pending for arbitration, the Supplier shall continue to perform his obligations in accordance with the WBSETCL's decision or instruction, and WBSETCL

shall also continue to perform his obligations under the Order including payment of any monies due to the Supplier.

GPC.4. Terms and Procedure for Payment

GPC.4.1. The payments to the supplier for the performance of the Order will be made by the WBSETCL as per terms and conditions specified in the Purchase Order. No payment made by the WBSETCL herein shall be deemed to constitute acceptance by the WBSETCL of the Equipment / Materials or any part thereof. The currency of bid and payment shall be Indian rupees and no foreign exchange variation will be permitted except as provided in the Price Variation formula.

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

GPC.5. Specifications and Drawings

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

GPC.6. Performance Guarantee

GPC.6.1. The Supplier shall furnish an unconditional and irrevocable Performance Guarantee in favour of the WBSETCL as per the format provided in Annexure: 15a of Section V-B, towards performance guarantee for faithful and due fulfilment of all obligations under the Order within thirty (30) days from the date of issue of the Purchase Order. Subject to ITB.8.6, **Performance Guarantee shall normally be furnished for an amount equal to ten percent (10%) of the Order value from a scheduled commercial bank in India**. Subject to GPC.6.2, **the Performance Guarantee shall remain valid up to ninety (90) days after the Defect Liability Period, with an additional claim period of ninety (90) days.**

GPC.6.2. In cases where the Defect Liability Period is more than eighteen (18) months, the existing Performance Guarantee of ten percent (10%) shall be reduced to five percent (5%) of the value of the Order, on completion

of supply. The existing performance guarantee shall be returned to the Supplier on the submission of a fresh performance guarantee as per the format provided in Annexure: 15b of Section V-B, valid up to ninety (90) days after the Defect Liability Period, as mentioned in the Purchase Order, with an additional claim period of ninety (90) days.

GPC.6.3. The value of the Performance Guarantee shall not be construed as a limiting factor for the damages under Defects Liability Period.

GPC.6.4. The WBSETCL reserves the right to verify the authenticity of the Performance Guarantee from the issuing bank.

GPC.6.5. The Performance Guarantee shall be executed on non-judicial stamp paper. The guarantee is liable to be forfeited in case of non-compliance of Order or failure to complete the Order. Order is liable to be cancelled for non-submission of Guarantee in time with forfeiture of earnest money (bid security).

GPC.6.6. The Bank Draft / Pay Order for an amount equivalent to ten percent (10%) of the ordered value will also be accepted in place of Bank Guarantee.

GPC.6.7. The Performance Guarantee is liable to be invoked on demand of WBSETCL, for any breach under the Order irrespective of any dispute or difference between WBSETCL and the Supplier, pending before any court, tribunal or any other authority,

GPC.6.8. The Performance Guarantee shall be returned to the Supplier within ninety (90) days after receipt of request for release of Performance Guarantee along with certification regarding completion of Defects Liability Period. No claim shall be made against the Performance Guarantee after the issue of Defects Liability Certificate. However, no costs shall be paid for the Performance Guarantee by the WBSETCL, irrespective of date of release.

GPC.7. Taxes, Duties and Other Levies

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

GPC.7.2. For the purpose of the Order, the price for the ordered quantity is based on the taxes, duties, levies and charges prevailing at the date seven (7) days prior to the last date of bid submission (hereinafter called "Tax" in this paragraph). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in

interpretation or application of any Tax occurs in the course of the performance of the Order, which was or will be assessed on the Supplier in connection with performance of the Order, an equitable adjustment of the Order price shall be made to fully take into account any such change by addition to the Order price or deduction there from, as the case may be. The WBSETCL shall not be liable to make any adjustment for the change in Tax in respect of transactions between Supplier and its sub-vendors, as disclosed in Annexure: 7 of Section V-A.

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

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

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

GPC.8. Patent rights & Royalties

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

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

GPC.9. Design and Engineering

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

GPC.10. Quality Assurance Plan

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

GPC.11. Packing

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

GPC.12. Inspection & Testing

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

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

GPC.12.2. The Inspection will be carried out by the Engineering department/ (O&M) department of WBSETCL. The WBSETCL shall, at first confirm by the quickest possible means and later in writing, of his intention to attend the tests. The WBSETCL shall attend the testing at the place so named within this period. The Equipment / Materials shall be subjected to tests as per relevant standards mentioned in the Technical Specification. If the standard has the provision of routine tests, each Equipment / Materials shall be subjected to those routine tests. If the Equipment / Materials are found acceptable after inspection and testing, the same shall be suitably marked by the WBSETCL's inspecting officer. All

necessary assistance in this regard shall be extended by the Supplier to the WBSETCL's inspecting team free of cost.

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

GPC.12.4. Cost of inspection & testing

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

GPC.12.5. Calibration of testing equipment

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

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

GPC.12.7. Repetition of Tests

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

GPC.12.8. Cost of fake inspection call

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

GPC.12.9. Reports of Inspection and Tests

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

GPC.13. Delivery

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

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

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

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

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

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

GPC.14.2. The Supplier shall arrange at his cost for removal of the rejected Equipment / Materials within thirty (30) daysfrom the date of notification. In the event, the Supplier fails to remove the Equipment / Materials within the said thirty (30) days, the WBSETCL shall be at

liberty to dispose of such Equipment / Materials in any manner as he may think fit. All such expenses shall be recoverable from the Supplier.

GPC.15. Risk Purchase

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

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

GPC.16. Liquidated Damages

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

GPC.17. Defects Liability

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

GPC.17.2. If any defect shall appear or damage occurs in the Equipment / Materials, the WBSETCL shall forthwith inform the Supplier in writing

for taking up the immediate rectification work within the period specified in such notice.

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

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

GPC.17.5. The WBSETCL shall have a right to invoke the Performance Guarantee for failure on the part of the Supplier to pay the cost as referred in GPC.17.4 above, or failure to full fill its obligations under the Defect Liability Period.

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

GPC.18. Compliance of regulations

GPC.18.1. The Supplier shall ensure that all Equipment / Materials covered by the Order shall have been produced, sold, dispatched, delivered, tested and commissioned in strict compliance with all applicable laws, regulations including Industries (Development & Regulations) Act, 1951 and any amendments there under, any labour laws, working conditions and technical codes and requirement as applicable from time to time.

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

GPC.19. Force Majeure

Supplier shall not be considered in default if delay in delivery occurs due to reasons beyond his control such as acts of God, natural calamities, civil

wars, strikes, fire, frost, floods, riot and acts of unsurpassed power. Only those reasons which have duration of more than seven (7) days shall be considered as Force Majeure. A notification to this effect duly certified by local chamber of commerce/statutory authorities shall be given by Supplier to the WBSETCL. In the event of delay due to Force Majeure, the delivery schedule will be extended for a length of time equal to the period of Force Majeure, or at the option of the WBSETCL, the Order may be cancelled. Such cancellation, would be without any liability whatsoever on the part of the WBSETCL.

GPC.20. Termination

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

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

GPC.21. Assignment

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

GPC.22. Destination Stores/ Consignee Officer/ Controlling Officer/ Paying Officer

Information regarding destination stores/ Consignee/Controlling/Paying Officer, name of structures, drawing no., quantity required, etc. are enclosed as per Annexure -B

Section IV- Technical Specifications

FOR FABRICATION,GALVANISING, TESTING, SUPPLY AND DELIVERY OF SUBSTATIONSTRUCTURE WITH ACCESSORIES & FASTENERS

***STEEL SECTION*: -**

In fabrication of structures the steel section / sections as indicated in the structural drawings to be supplied by the purchaser are only to be used. The steel to be used for the structures shall be of tested quality conforming to **IS 2062 Grade designation E250A**. Quality as prevailing currently from the following sources:

LIST OF APPROVED SOURCES (SUBJECT TO TESTING)
FOR PROCUREMENT OF RAW MATERIALS AND FASTERNERS.

Sl. No.	Description of materials	Sources
1	Rolled steel sections, plates	(i) SAIL
		(ii) TISCO
		(iii) IISCO
		(iv) RINL
		(v) SWASTIKA STEELS, Liluah
		(vi) SRMB, Durgapur
		(vii) PARASNATH ROLLING MILLS, Durgapur
		(viii) SUN VIJAY, Nagpur
		(ix) BAJRANG, Raipur
		(x) SHILPA ROLLING MILLS, Nagpur
		(xi) SKIPPER Limited.
		(xii) HASCO
		(xiii) GOEL
2	GI Bolts, nuts, step bolts, washers etc. of property class 5.6 HRH (Conform to IS – 12427)	(i) BAHRAT INDSUTRIES (SIMPLEX), Howrah
		(ii) NEXO, Ludhiana
		(iii)AVISHKA FASTERNERS, Nagpur
		(iv)RAVI, Ludhiana
		(v)ASP LTD, Liluah
		(vi) HR Steel Industries, Dhulagarh, Howrah
3	Spring washers (Conform to IS-226,961)	(i)NAVIN METAL INDUSTRIES, Kolkata

NOTE: MATERIALS FROM THE ABOVE SOURCES MUST CONFORM TO THE RELEVANT INDIAN STANDARDS AND SUBJECT TO TESTING.

In case of MS section not manufactured by the prime rollers or such sections are not available with the prime roller, the same is to be procured from approved conversion agents of prime manufacture(s) of SAIL/TISCO/IISCO/RINL etc.
Successful bidders on receipt of structural drawing from department shall submit within fifteen days, a detailed raw material procurement plan indicating MS section wise producers name to the Dept. for approval, before taking up the fabrication work for proto.

2. FASTENEERS, BOLTS, NUTS AND WASHERS:

All bolts and nuts shall conform to IS: 12427 for property class 5.6 HRH and to IS: 6639 & I.S: 1367. All bolts and nuts shall be galvanized and tested in accordance with IS:2633 and shall have hexagonal heads and nuts, the heads being forged out of the solid, truly concentric and square with the shank which must be perfectly straight. 16 mm dia. Bolts shall be used unless otherwise stated subject to withstand tensile testing as per IS: 1608.

For the purpose of calculating the shear stress the gross area of bolt shall be taken as nominal area of bolt and for bearing stress, the bolt area equal to the diameter of bolt multiplied by the thickness of the thinnest parts joined. The net area of bolt in tension shall be taken as the area at the root of the thread. Fully threaded bolt shall not be used. The length of bolts shall be such that the threaded portion will not extend into the plane of contact of the member.

All bolts shall be threaded to take the full depth of the nut and be threaded for enough to permit firm gripping of the member, but no further. It shall be ensured that the threaded portion of each bolt protruded not less than 3 mm and not more than 8 mm when fully tightened. All nuts shall fit hand tight to the point where the shank of the bolts connects to the head.

Flat and tapered washers shall be provided where necessary. Spring washers shall be provided for insertion under all nuts. These washers shall be made of steel conforming to IS: 226, IS: 961 and electro-galvanized as per I.S: 1573, positive lock type and 3.5mm in thickness for 16 mm dia. bolt and 4 mm in thickness for 20 mm dia. bolt.

The contractor shall furnish bolt schedules giving thickness of members connected, the nut and the washer and the length of shank and the threaded portion of bolts and sizes of holes and any other special details of this nature.

To obviate bending stress in bolts or to reduce the same to a minimum, no bolt shall connect aggregate thickness of more than three (3) times its diameter.
Bolts at the joints shall be so staggered that nuts may be tightened with spanners without fouling.

***ZINC*: -**

Contractor shall make his own arrangement of procurement of electrolytic zinc of proper quality as per IS: 209-1966 & IS: 2629 for galvanizing the fabricated structural members of Sub-Station structures. The purchaser may test the samples of zinc used in any laboratory at your cost and reject the particular quantity if it is found to be below standard.

***FABRICATION AND WORKMANSHIP*:-**

i) The fabrication of structure shall be done as per the structural drawing which will be supplied by the WBSETCL. The fabricator shall develop suitable shop drawings from the supplied structural drawings for the fabrication of members/ structures and resort to proto-assembly before mass fabrication & galvanisation (ii) Each type of members shall be identical and full interchangability of each fabricated member shall be guaranted (iii) Fabrication of structures shall be carried out with the latest technique employed in the manufacture of Sub-Station structure by using power driven chopping, punching, shoring and drilling machine. The extent of various operation shall be governed by the standard practices and codes.(iv) All clipping and back cuts, grindings, bends etc. shall be true to the detailed drawing and shall be free from burns. No welding, filling or plugging shall be permitted unless previously approved by the WBSETCL (v) Members may be bent or folded provided no fracture of materials appears on it irrespective of method used. Holes adjacent to the bend must either be punched for small thickness or drilled after bending. (vi) All steel sections before any work is done on them shall be carefully levelled, straightened and made true by method which shall not damage the materials so that when assembled the adjacent surfaces are in close contact throughout. No rough edges shall be permitted anywhere. (vii) Holes for bolts shall be drilled or punched. But drilled holes are preferred. All holes in material over 12mm. thick must be drilled through the places and sections forming the joint in one operation.However the workmanship shall conform to the provisions of IS: 800/802.For welding purpose all electrodes are to be used as per IS:814, IS:815 & IS: 144

***GALVANISING*: -**

Full galvanised structure shall have to be supplied against the contract. Galvanising of members of the structures shall conform to IS: 4759. The galvanised materials shall conform to tests as per IS: 2633 & IS: 6755 as prevailing currently. The quality of zinc shall conform to IS: 209 and IS: 2629. For fasteners galvanization shall conform to IS: 1367. The galvanizing shall be done after fabrication work is completed except that the nuts may be tapped or re-run after galvanizing. Threads of bolts and nuts shall have a neat fit and can be turned with finger throughout the length of the threads of bolts and they shall be capable of developing full strength of bolt. Spring washers shall be electro-galvanized as IS: 1573.

***WEIGHT OF MATERIALS*: -**

Weight of different members shall mean the weight as calculated by using standard sectional weight of steel members of the sizes and sections as indicated in the structural drawings to be supplied by the purchaser and approved bill of material (To be prepared by the supplier as per Dept. supplied drawings) without taking into consideration of reduction in weight due to drilling of bolt holes, screw cuts, chamfering etc. or increase in weight due to galvanizing.

If for any reason or reasons, the approved steel sections are not readily available, supplier may use alternate section with prior approval of the purchaser.

***PROCUREMENT OF RAW MATERIALS:* -**

i) Procurement of all raw materials required for fabrication / galvanising of the Sub-station structuires such as angles, plates, flats, zinc etc. shall be arranged by you in time at your cost. The rate for supply of structure is included in the cost of these materials

ii) All raw materials required for fabrication, glavansing etc. and for complete execution of the work, shall be stocked in adequate quantities by you to ensure that the progress of work under the contract is not hampered. No relaxation in delivery time shall be allowed on the pretext of non-availability or short supply of raw materials.

TESTING &INSPECTION: -

The fabricators are required to carry out galvanising tests on your own as per relevant Indian Standards. While offering the materials your test reports indicating the test results for galvanising along with test certificate for the structural steel either from the producer or from any approved testing laboratory shall have to be submitted in 3 (three) copies to the purchaser. The delivery of the materials shall have to be done after having the despatch clearance with approval of the said test certificate. However, the WBSETCL shall reserve the right to depute its Engineers for carrying out the inspection and testing of the offered lot as per relevant Indian standards and also reserves the right to reject either raw materials or finished products found to be not complying with the requirement of the specification and standards.

The WBSETCL's representative shall also be entitled at all reasonable times during manufacture to inspect, examine and test at fabricator premises the materials and workmanship of the fabrication work under the contract. The contractor shall provide all possible facilities for such inspection. Such examination and testing shall however not relieve you from any of your obligation under contract.

The fabricator shall give 3 days' clear notice in writing stating the quantity, date and place at which the materials will be ready for inspection and checking. WBSETCL's authority may waive such inspection, testing at its discretion on the merit of the situation. All charges for such testing and inspection to be borne by the contractor.

REJECTION: -

In the event any of the materials supplied by you, is found defective due to defect in materials or workmanship or otherwise not in conformity with requirement of the contract specification the WBSETCL shall either reject the materials or request in writing to rectify or replace the defective materials free of cost to the WBSETCL. The provision of this clause shall not prejudice the WBSETCL's rights for claiming liquidated damages.

MARKING: -

i) Each individual member of the structure shall carry an identification mark "WBSETCL" and the mark no conforming to the component no. given in the fabrication drawing. The identification marks as above shall be engraved with metal die on the members before galvanising and shall be distinctly legible after galvanising. (ii) For members of length up to 3 meters, there will be one set of identification mark. (iii) For members of length over 3 meters, two sets of identification mark symmetrically spaced on each of such members have to be punched. (iv) The punching should preferably be of size around 2mm x 9mm with 1mm in depth.

PACKING: -

The materials shall be bundled suitably for transportation by road in the following manners. (i) Angles shall be packed in bundles securely wrapped four times around one foot apart over the entire length with no. 9 SWG wire with ends twisted tightly. The Gross weight of any bundle shall not exceed 450 Kgs. (ii) Cleats, angles, brackets, fillets, plates and similar loose pieces shall bebolted together in multiples and securely wired together through holes, wrapped round at least 4 times by no. 9 SWG steel wire and twisted tightly. The gross weight of each of the Bundles shall not exceed 70 Kg. (iii) Nuts, bolts and washers should be packed as per individual size wise in a bag, weighing not more than 50 Kg.

DELIVERY: -

The delivery of structures to be made by the Contractor / Fabricator to WBSETCL's store (Destination stores) by road transport at stipulated rate offered by them in the "Bidding Schedule" enclosed hereafter. Before despatching the materials, the Consignee Officer should be intimated well in advance in writing. Materials should be despatched in complete sets only after issuance of despatch clearance and on the basis of despatch clearance list. Delivery of any structures/materials will be considered complete only when full set as per despatch clearance list is received at the consignee stores.

TAKING OVER: -

Upon receipt of the materials at the scheduled destination and after inspection, the WBSETCL will issue a taking over certificate in the form of SRV (Store receipt voucher) in which the Consignee Officer shall certify the date on which the materials has been accepted. This certificate shall be issued within 30 days of receipt of the materials at the schedule destination. During taking over, if materials is found to be defective due to faulty workmanship or damaged due to defective placing or otherwise not in conformity with the requirements of the contract the same shall be withheld till such time defects have been rectified. The issuance of taking over certificate shall in no way relieve you from your responsibility for satisfactory performance of the materials in terms of the specification.

DRAWINGS: -

The assembled structural drawings for the various structures to be fabricated by you will be supplied by the purchaser on placement of order. On receipt of drawings, you will develop immediately necessary shop drawings for fabrication purpose and shall prepare and submit 6 (six) copies of bill of materials as per the said design & drawings of the structures within 15 days of placement of L.O.I./Order whichever is earlier.

Tentative list of sections as may be required for fabrication are as follows.

150x150x12	130x130x8/10	100x75x6	65x65x10	CH300x90	CH 150x55
150x115x10	125x75x10	100x65x8	65x65x6/8	CH250x80	CH 125x65
150x100x10	100x100x12	90x90x6/8	50x50x6	CH 200x75	CH 100x50
150x150x10	100x100x10/8	75x75x10/8	50x50x5	CH150x75	CH 75x40

***SPLICING*: -**

The splicing will not normally be allowed but in unavoidable cases only, splicing may be considered on receipt and examination of your specific proposal with relevant drawing etc. depending upon merit of the case.

Section V – SPECIAL CONDITIONS OF CONTRACT

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

SCC Item No	GPC Clause Ref, If any	Data
1	GPC.2	The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract
2	GPC.3.2	The Appointing Authority for Adjudicator shall be Chief Engineer, (O & M)-I
3	GPC.4.0	The terms of payments and paying authority shall be as specified in the purchase order.
4	Consignee Officer	Name of consignee officers shall be intimated later through LOA.
5	Controlling Officer	As per LOA.
6	Paying Officer	As per LOA
7	GPC.6.0	The contract performance guarantee will be provided by the Contractor in the form of Bank Guarantee.
8	GPC.17.0	The Defects Liability period will be **18 (Eighteen) months** from the date of receipt of materials of last consignment at WBSETCL's store.