WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
(A Government of West Bengal Enterprise)

# Tender Document

## Name of the work

Supply and Delivery of Clamps , connectors & Hardware Fittings required at Mohispota 132 KV Sub-Station under Barasat Area Office, WBSETCL, in North 24 PGS District.

**NIT No. SE/BAO/BARASAT/ELECTRICAL/2024-25/12 DATED:15.01.2025**

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

WBSETCL

OFFICE OF THE SE & AREA MANAGER
BARASAT AREA OFFICE
Nabapally Circular Road, P.O.: Nabapally, Barasat, Pin- 700 126.
**Email**: debarasat@gmail.com || Phone **Number**: 09434910057

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.

Contents

**Section I - NOTICE INVITING TENDER** 4
**Section II - INSTRUCTION TO BIDDERS** 7
ITB. 1. Responsibility of bidders 8
ITB. 2. Qualifying Requirements 8
ITB. 3. Site visit 8
ITB. 4. Process to be confidential 9
ITB. 5. Clarifications on bidding documents 9
ITB. 6. Amendment of bidding documents 9
ITB. 7. Right to split Contract 9
ITB. 8. Language of the bid 9
ITB. 9. Documents constituting the bid 10
ITB. 10. Cost of bidding 11
ITB. 11. Bid Prices 11
ITB. 12. Period of validity of bids 12
ITB. 13. Bid Security 13
ITB. 14. Submission of bids 14
ITB. 15. Deadline for Submission of bids 20
ITB. 16. Withdrawal of bids 20
ITB. 17. Bid Opening 20
ITB. 18. Clarification on bids 21
ITB. 19. Correction of arithmetical errors in price bid 21
ITB. 20. Time Schedule 22
ITB. 21. Procedure of Evaluation of bids 22
ITB. 22. Letter of Award 22
ITB. 23. Signing of Contract Agreement 23
ITB. 24. Variations 23
ITB. 25. Corrupt or Fraudulent Practices 23
ITB. 26. Purchaser's right to accept any bid, and to reject any or all bids. 24
ITB. 27. Pre-Bid Meting 248

**Section III – GENERAL CONDITIONS OF CONTRACT** 25

GPC.1. Definitions **Error! Bookmark not defined.**

GPC.2. Scope of the Contract **Error! Bookmark not defined.**

GPC.3. Contract documents **Error! Bookmark not defined.**

GPC.4. Order of precedence of the documents **Error! Bookmark not defined.**

GPC.5. Contract Execution **Error! Bookmark not defined.**

GPC.6. Contract Price **Error! Bookmark not defined.**

GPC.7. Notices **Error! Bookmark not defined.**

GPC.8. Governing Law **Error! Bookmark not defined.**

GPC.9. Disputes **Error! Bookmark not defined.**

GPC.10. Terms and Procedure for Payment **Error! Bookmark not defined.**

GPC.11. Performance Security **Error! Bookmark not defined.**

GPC.12. Taxes Duties, and Other Levies **Error! Bookmark not defined.**

GPC.13. Patent Indemnity **Error! Bookmark not defined.**

GPC.14. Purchaser's representative **Error! Bookmark not defined.**

GPC.15. Contractor's representative **Error! Bookmark not defined.**

GPC.16. Commencement of Works and services **Error! Bookmark not defined.**

GPC.17. Protection of Works and services **Error! Bookmark not defined.**

GPC.18. Materials obtained from excavation **Error! Bookmark not defined.**

GPC.19. Materials for the performance of the Contract **Error! Bookmark not defined.**

GPC.20. Insurance **Error! Bookmark not defined.**

GPC.21. Contractor's Construction Management **Error! Bookmark not defined.**

GPC.22. Damage to property and injury to persons, accident or injury to workers **Error! Bookmark not defined.**

GPC.23. Inspection & Testing **Error! Bookmark not defined.**

GPC.24. Taking Over **Error! Bookmark not defined.**

GPC.25. Liquidated Damages **Error! Bookmark not defined.**

GPC.26. Defect Liability **Error! Bookmark not defined.**

GPC.27. Force Majeure **Error! Bookmark not defined.**

GPC.28. Extension of Time for Completion **Error! Bookmark not defined.**

GPC.29. Termination **Error! Bookmark not defined.**

GPC.30. Variations **Error! Bookmark not defined.**

GPC.31. Assignment and Subletting **Error! Bookmark not defined.**

**Section IV – SPECIAL CONDITIONS OF CONTRACT** 34

**Section V – TECHNICAL SPECIFICATIONS** 35

# WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A Govt of West Bengal Enterprise)

## DETAILED NOTICE INVITING TENDER

For

Supply and Delivery of Clamps , connectors & Hardware Fittings required at Mohispota 132 KV Sub-Station under Barasat Area Office, WBSETCL, in North 24 PGS District.

**[Open Domestic Competitive Bidding]**

**NIT No: SE/BAO/BARASAT/ELECTRICAL/2024-25/12 DATED:15.01.2025**

0.0 WBSETCL invites single stage double folder bids from eligible and qualified bidders through e-tender for procurement of service as follows:

1.0 Brief scope of work:

**i)** Supply and Delivery of of Clamps , connectors & Hardware Fittings required at Mohispota 132 KV Sub-Station under Barasat Area Office, WBSETCL, in North 24 PGS District**.**

ii) All the required materials shall be supplied by the vendor in good order & condition.

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/BAO/BARASAT/ELECTRICAL/2024-25/12 DATED:15.01.2025.** |
| Name of work | **:** | Supply and Delivery of Clamps , connectors & Hardware Fittings required at Mohispota 132 KV Sub-Station under Barasat Area Office, WBSETCL, in North 24 PGS District. |
| Estimated amount | : | **Rs. *7,20,381.00* /- (Rupees: Seven lakh twenty thousand three hundred eighty one only) excluding GST & Other Charges.** |
| Date of uploading of N.I.T. & other Documents (online) (Publishing Date) | : | **15.01.2025 at 9.00 am.** |
| Documents download start date (Online) | : | **15.01.2025 at 06.00 pm.** |
| Last Date of uploading of Pre Bid Queries(Online) | : | **17.01.2025 at 3.00 pm** |
| Pre Bid Meeting at Office | : | **20.01.2025 at 3.00 pm** |

| | | |
|---|---|---|
| Bid submission start date (On line) | | **22.01.2025 from 09.00 am** |
| Bid Submission closing (On line) | : | **20.02.2025 at 3:00 pm** |
| Last Date of submission for the cost of Tender Documents and Bid security/Earnest Money Deposit in original (Off line) | : | **24.02.2025 up to 01.00 pm** |
| Opening of Techno-commercial bid (Online) | : | **27.02.2025 from 2:00 pm.** |
| Opening of price bid | : | To be intimated later |
| Bid validity | : | 90 days from the next date of bid opening. |
| Completion time of the work and services | : | All materials are to be make ready for delivery within 30 days from the date of approval of Drawings. Drawings are to be submitted by the manufacturer within 10 (ten) days from the date of placement of order. The delivery schedule mentioned herein is inclusive of the period required for conducting tests, inspection etc. if so required by the Purchaser. |
| EMD | : | **Rs. 7200=00/- (Rupees: Seven Thousand two hundred Only)** |

3.0 A complete set of bidding documents may be downloaded by any interested bidder.

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

5.0 All bids must be supported by **bid security (EMD)** for an amount of **Rs. 7200=00/- (Rupees Seven Thousand two hundred Only)** in the form of **Demand Draft / NEFT** drawn in favour of **"BARASAT AREA OFFICE, WBSETCL" from any scheduled commercial bank,** payable at Kolkata , from any scheduled commercial bank favouring **BARASAT AREA OFFICE, WBSETCL ( Account No. 33845114366, IFSC Code: SBIN0000024, Name of Bank: State Bank of India, Branch: Barasat )** 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. Bidders must submit the Bid security physically within the stipulated date as above at the office of the **BARASAT AREA OFFICE, WBSETCL,** Nabapally Circular Road, P.O: Nabapally, Barasat, Pin- 700126. Non submission of the acceptable bid security along with prescribed cost of bidding documents as specified here, in a sealed cover or submission of bid security and cost of bidding document of inadequate value shall be rejected by the WBSETCL and in such cases bids shall be considered as non-responsive.

6.0 Bid shall be rejected by the WBSETCL if the bidder fails to submit original Demand Draft / NEFT details against Earnest Money Deposit (EMD) physically to the office of the **BARASAT AREA OFFICE, WBSETCL,** Nabapally Circular Road, P.O: Nabapally, Barasat, Pin- 700126 under sealed cover on or before the scheduled date & time as specified above.

7.0 **Qualifying Requirements for bidders:**

7.1. Following shall be the qualification requirements:

7.2.

**a. Technical qualifying requirement:**

The bidder should have the past experience of supplying of Clamps & connectors, Hardware fittings & allied items **of value not less than Rs. 4.32 lac excluding taxes** in the preceding 5(five) financial years under Central / State Government, or reputed power utilities of PSUs.

**b. Financial**

Financial QR for the tender is as follows:

| | |
|---|---|
| **Net Worth:** | Net Worth should be positive. |
| **Liquid Asset:** | **Rs 1.80 lac** Bidder should have liquid assets (L.A) and/or evidence of access to or availability of credit facilities of equivalent amount. |
| **MAAT:** | **Rs. 11.25 lac** |

**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.

7.3. The bidder shall furnish, as part of his bid, 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:

a. 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.

b. 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)

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

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

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

8.0 The bidder should have experience for such type of supply.

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

10.0 Address for seeking any clarifications on the bid documents : The SE & Area Manager, Barasat Area Office, Nabapally Circular Road, P.O: Nabapally, Barasat, Pin- 700126. EMAIL: debarasat@gmail.com || PHONE NUMBER: 09434910057.

11.0 Interested bidders shall obtain detailed NIT and bidding documents from Barasat Area Office on payment of prescribed cost of bidding documents.

12.0 Detailed NIT and bidding documents are also available on WBSETCL website (www.wbsetcl.in) and can be downloaded from the website for bidders' information. Bid submission should however be made on the bid documents purchased from WBSETCL and as amended from time to time.

13.0 Delivery Schedule: All materials are to be make ready for delivery **within 30** days from the date of approval of Drawings. Drawings are to be submitted by the manufacturer within 10 (ten) days from the date of placement of order. The delivery schedule mentioned herein is inclusive of the period required for conducting tests, inspection etc. if so required by the Purchaser.

14.0 Consignee Officer: The Assistant Engineer (Electrical), Mohispota 132 KV Sub-Station, WBSETCL (9434910162).

15.0 Paying Officer: The Assistant Manager (F&A), Barasat Area Office, WBSETCL.

16.0 **Partial Bidding: Partial Bidding is not accepted. Bidder should quote for all items.**

## Section II - INSTRUCTION TO BIDDERS

### ITB. 1. Responsibility of bidders

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

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

### ITB. 2. Qualifying Requirements

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

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

### ITB. 3. Site visit

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

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

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

## ITB. 4. Process to be confidential

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

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

## ITB. 5. Clarifications on bidding documents

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

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

## ITB. 6. Amendment of bidding documents

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

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

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

## ITB. 7. Right to split Contract

The Purchaser reserves the right to split the total Works and services amongst more than one bidder.

## ITB. 8. Language of the bid

The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and the Purchaser shall be written in the English language, provided that any printed literature furnished by the bidder may be written in another language so long as the bid is accompanied by an

English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

## ITB. 9. Documents constituting the bid

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

**STATUTORY DOCUMENTS:-**

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

b. Bid Security in the form of pay order/DD from any nationalised bank for an amount of **Rs. 7200=00** respectively shall be submitted (offline). Scanned copy of the bid security shall be uploaded in the specified folder provided (online).

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

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

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

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

| Sl. No. | Category Name | Sub-Category Description | Detail(s) |
|---|---|---|---|
| A. | Certificate(s) | Certificate(s) | **Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws**:(a copy of certificate of registration to be enclosed)<br>P Tax challan & certificate, EPF & ESI Registration Certificate, |
| B. | Company Detail(s) | Company Detail | As per annexure 1 |
| C. | Credentials | Credential – 1 | As per annexure 4 to 4B for similar works. |
| D. | Equipment | Machineries | All equipment, tools & tackles as required for this job |
| E. | Payment certificate | PAYMENT CERTIFICATE(if available) | Payment certificates is to be provided on completed job , (if available) |

## ITB. 10. Cost of bidding

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

## ITB. 11. Bid Prices

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

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

ITB.11.3. All the percentage of rate/rates of below/at par/above w.r.t estimated cost shall be quoted in numeric digit only. The rate /rates quoted by the bidder shall be firm during the entire period of Contract/LoA. The total rate at the bottom of SOW

shall be indicated both in figures and words and Price Schedule shall be signed on each page by authorized representative of the bidder.

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

**ITB.11.5. In case Purchaser observes that the L1 bidder has quoted abnormally low bid i.e. a rate less than by 20 % of NIT cost estimate, then the purchaser may ask the bidder to produce detailed price analysis towards the justification of quoted price in the bid. If the justification against quoted price is found acceptable to the Purchaser, even then the L1 Bidder has to to furnish Additional Performance Security @ 10 % of N.I.T. cost estimate before award of contract in his favour.**
**The Additional Performance Security shall be submitted in the form of Bank Guarantee from any scheduled bank before issuance of Letter seeking Additional Performance Security. If the Bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter seeking Additional Performance Security from WBSETCL, his Earnest Money will be forfeited and other necessary actions as per the terms and conditions of the tender like blacklisting of the contractor etc. may be taken.**

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

## ITB. 12. Period of validity of bids

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

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

## ITB. 13. Bid Security

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

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

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

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

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

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

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

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

e. If the successful bidder fails, within the specified time limit to accept the LoA unconditionally or, to furnish the security deposit/contract performance guarantee, in accordance with GCC.6 wherever such deposit is required to be furnished.

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

ITB.13.5. The bid security of the successful bidder, if provided in any form other than a bank guarantee, will be adjusted towards security deposit as per **Error! Reference source not found.**. 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.13.6. No interest shall be paid by the Purchaser on the bid security.

## ITB. 14. Submission of bids

ITB.14.1. 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.14.2. 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.14.3. Any interlineations, erasures, overwriting, cutting or alteration shall only be valid if they are digitally singed by the authorized signatory to the bid.

ITB.14.4. 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.14.5. 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).

## *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. [While the original Power of Attorney shall be submitted physically(offline) to the Office of The Superintending Engineer & Area Manager: Howrah Area Office under sealed cover on or before the scheduled date & time as specified in the detailed NIT].

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. [While the original Affidavit regarding Eligibility shall be submitted physically (offline) to the Office of The Superintending Engineer & Area Manager: Howrah Area Office under sealed cover on or before the scheduled date & time as specified in the detailed NIT].

**2nd Folder Name:** (EMD, Tender Fee 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. [While the original Bid Security shall be submitted physically (offline) to the Office of The Superintending Engineer & Area Manager: Howrah Area Office under sealed cover on or before the scheduled date & time as specified in the detailed NIT].

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

c. A scanned copy of Tender Fees, in the form of Demand Draft shall be as per **Clause No. 7.0** of Detailed NIT is to be uploaded. (While the original Tender Fee shall be submitted physically (offline) to the Office of The Superintending Engineer & Area Manager: Howrah Area Office under sealed cover on or before the scheduled date & time as specified in the detailed NIT).

**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.

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.

| Sr. No. | Category Name | Sub-Category Description | Details |
|---|---|---|---|
| A. | Certificate(s) | Certificate(s) | TAN Registration No., Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws.<br>Latest P Tax (Challan)<br>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)<br><br>Credential -2(other papers) | Performance Certificates from the user for successful operation of similar equipment. [Applicability up to the extent of meeting Technical QR].<br><br>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].<br><br>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]<br><br>Confirmation regarding availability of in-house inspection/ testing facilities or access through other government approved agencies for performing inspection/ testing.<br>Technical Literature & Catalogue<br>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)<br><br>or<br><br>IT Return duly acknowledged by the tax department for the last Five (5) years (in case of bidders other than companies).<br><br>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. 15. Deadline for Submission of bids

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

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

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

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

## ITB. 16. Withdrawal of bids

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

## ITB. 17. Bid Opening

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

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

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

**ITB.17.4. In the case of Single stage two-envelope bids, on the deadline for submission of bid the techno-commercial bid shall only be opened. The date for opening of the Price bid shall be intimated at the appropriate time to the bidders whose bid is found responsive in the techno-commercial evaluation.**

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

## ITB. 18. Clarification on bids

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

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

## ITB. 19. Correction of arithmetical errors in price bid

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

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

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

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

**ITB.19.5. Bidders shall quote the rate of CGST plus WBGST, or IGST, as the case may be, in force as on seven days prior to the last date of bid submission only**

**in respect of Direct transaction between the Vendor and Purchaser and shall be binding on bidders**

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

## ITB. 20. Time Schedule

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

## ITB. 21. Procedure of Evaluation of bids

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

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

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

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

## ITB. 22. Letter of Award

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

services by the Contractor as prescribed under the Contract. The date of commencement of work will start from the date of site handover.

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

## ITB. 23. Signing of Contract Agreement

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

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

## ITB. 24. Variations

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

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

## ITB. 25. Corrupt or Fraudulent Practices

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

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

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

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

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

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

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

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

## ITB. 27. Pre-bid meeting

ITB.27.1. 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.27.2. Any modification/amendment of the bidding documents shall be made by the Purchaser exclusively through the issue of an amendment pursuant to ITB. 6

ITB.27.3. 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.27.4. Any essential requirement not included in the Price Schedules but required for successful commissioning and operation of Works as per scope of Contract shall be indicated by the bidders as per Form: 13 and any additional information as per Form:12 shall be submitted before the pre-bid meeting by the date specified in the BDS. The Purchaser shall make related modifications/ amendments as may be considered necessary based on this form in the bidding documents as per provisions mentioned in this clause.

ITB.27.5. Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Purchaser has considered such amendments.

## Section III – GENERAL PURCHASE CONDITIONS

## GCC.1. Definitions

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

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

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

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

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

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

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

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

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

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

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

provided in the Order, in relation to such supply, the order value shall mean the price relatable to such supplies completed and taken over by the Purchaser.

## GCC.2. Governing Law

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

## GCC.3. Disputes

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

### GCC.3.2. Arbitration

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

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

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

## GCC.4. Terms and Procedure for Payment

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

The currency of payment shall be Indian rupees. The payments made to the Contractor shall be subject to deductions towards security deposit.

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

## GCC.5. Specifications and Drawings

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

## GCC.6. Performance Guarantee

GCC.6.1.

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

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

## GCC.7. Taxes, Duties and Other Levies

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

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

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

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

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

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

## GCC.8. Patent rights & Royalties

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

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

## GCC.9. Design and Engineering

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

## GCC.10. Quality Assurance Plan

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

## GCC.11. Packing

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

## GCC.12. Inspection & Testing

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

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

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

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

GCC.12.4. Cost of inspection& testing
The entire cost of the inspection and testing of the Equipment / Materials as per requirement shall be borne by the Supplier. The expense of the inspectors

of WBSETCL towards lodging, boarding and travel and other incidental expenditure shall be borne by WBSTECL.

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

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

GCC.12.7. Repetition of Tests
If any of the Equipment / Materials fails to pass during inspection and testing, the Supplier shall arrange for repeat tests as per standards specified in Technical Specifications, at his own cost and expenses.

GCC.12.8. Cost of fake inspection call
In case of failure to make available the Equipment / Materials for inspection as per the inspection call given by the Supplier of any particular lot of Equipment / Materials, re-testing fee will be charged @ Rs. 5,000/- (within the State of West Bengal) & @ Rs.20,000/- (outside State) for carrying out each subsequent inspection of that particular lot, after the re-offer.

GCC.12.9. Reports of Inspection and Tests
After the tests have been completed at the Supplier's works, the Supplier shall submit six (6) copies of test reports to the WBSETCL. Material Inspection Clearance Certificate (MICC)-cum-Delivery Instruction (DI) will be issued by the inspection team of the WBSETCL on successful completion of inspection and testing.

## GCC.13. Delivery

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

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

relevant documents, on the strength of which the consignment can be taken delivery at destination.

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

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

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

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

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

## GCC.15. Risk Purchase

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

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

## GCC.16. Liquidated Damages

Supply and delivery (physical delivery of Equipment / Materials at the place of delivery in accordance with the Delivery Instruction) of the Equipment / Materials should be as per the delivery schedule. If the Equipment / Materials are not delivered within stipulated period as per delivery schedule, WBSETCL reserves the right to repudiate the Purchase Order. But the WBSETCL may, at

his discretion, extend the delivery schedule subject to imposition of liquidated damages at half percent (0.5%) of the value of the Equipment / Materials physically delivered beyond the schedule delivery period for each week of delay or part thereof up to a maximum limit of five percent (5%) of the value of total Order value and accept the Equipment / Materials beyond the stipulated period. Liquidated damages, if any, shall be recovered from the outstanding bills/performance guarantee.

## GCC.17. Defects Liability

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

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

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

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

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

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

## GCC.18. Compliance of regulations

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

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

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

## GCC.19. Force Majeure

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

## GCC.20. Termination

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

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

## GCC.21. Assignment

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

# Section IV – SPECIAL CONDITIONS OF CONTRACT

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

| SCC Item No | GPC Clause Ref, If any | Data |
|---|---|---|
| 1 | **Error! Reference source not found.** | The Courts of Barasat / Kolkata shall have exclusive jurisdiction in all matters arising under the Contract |
| 2 | **Error! Reference source not found.** | The Appointing Authority for Adjudicator shall be SE & Area Manager, Barasat Area Office. |
| 3 | GCC.4.1 | The bill or GST invoice in triplicate along with SRV, Challan, Warranty & relevant supporting documents are to be submitted to the site engineer for incorporating necessary certificate and forwarding the same to this office for arranging payment by the paying officer in due course subjected to deduction of 10 % as security deposit including initial security deposit. |
| 4 | Delivery Schedule: | All materials are to be make ready for delivery within 30 days from the date of approval of Drawings. Drawings are to be submitted by the manufacturer within 10 (ten) days from the date of placement of order. The delivery schedule mentioned herein is inclusive of the period required for conducting tests, inspection etc. if so required by the Purchaser. |
| 5 | **Error! Reference source not found.** | The Paying Authority shall be Assistant Manager (F&A), Barasat Area Office. |
| 6 | GCC.5 | Security Deposit: The purchaser shall deduct @ 10 % or any equivalent amount from Bill as security deposit till the total deduction becomes 10 % of the final contract price including initial security deposit. |
| 7 | **Error! Reference source not found.** | The Controlling Officer will be S.E. & Area Manager, Barasat Area Office |
| 8 | **Error! Reference source not found.** | Defect Liability: The materials supplied shall be guaranteed for 12 (Twelve) months from the date of delivery against any defect of materials. Material not satisfying the specifications or performance characteristics shall have to be replaced free of cost within a reasonable time after receipt of intimation from |

| | | |
|---|---|---|
| | | the ordering authority. |
| 9 | Consignee Officer | The Assistant Engineer (Electrical), Mohispota 132KV Sub-Station, WBSETCL (9434910162). |

## Section V – TECHNICAL SPECIFICATIONS

*Attached - 02 Nos.*