WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

TENDER DOCUMENT FOR RATE CONTRACT FOR PROCUREMENT OF LEATHER MADE SAFETY SHOE

(IS Specification-15298)

NIT No.GM(HR&A)/TP&AS/Tender/2026/83 Dated.17.07.26

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WBSETCL

Office of the General Manager (HR & A), TP & AS
WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED
CORPORATE FACILITY & LOGISTICS
CIN: U40101WB2007SGC113474
Regd. Office: Vidyut Bhavan (8TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II : Kolkata : 700 091
Ph No: (033) 2319-7670; Fax: (033) 2334-2218;
E-mail-fl.wbsetcl@gmail.com
Website- www.wbsetcl.in

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.

Section I - NOTICE INVITING e-TENDER

West Bengal State Electricity Transmission Company Limited
(A Govt. of West Bengal Enterprise)
CIN: U40101WB2007SGC113474
(Corporate Facilities and Logistics, Bidyut Bhaban, Kolkata)

ABRIDGED NOTICE INVITING e-TENDER
For Safety Shoe
[Open Tender]

NIT No. GM(HR&A)/TP&AS/Tender/2026/83 Dated.17.07.26

WBSETCL invites e-tender from eligible and qualified bidders for fixing Rate Contract for the procurement of following Material, for initial period of 02(two) years which may be extended for another 1 (one) year on satisfactory performance:

Sl No.	Description of Material	Unit of Measure	Quantity
1	Leather made Safety Shoe with IS specification-15298	Pair	**2500**

The quantity mentioned above may vary +-5% during the entire contract period.
The Offered price of the Shoe shall be inclusive of all Taxes, Duties, Packing Transportation and another charges upto their godown/warehouse/store situated at Kolkata city from where such item will be collected by respective units of WBSETCL.

Interested bidders may obtain bidding documents by registering themselves to the e-tendering portal **(https://wbtenders.gov.in)** and thereby downloading the bidding documents from **17.07.2026 at 11:00 A.M.** and shall be submitted up to **11:00 A.M on 07.08.2026**. Detailed NIT is also available on WBSETCL **website (www.wbsetcl.in)** and can be downloaded from the website for bidders' information only.

General Manager (HR&A)

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

(A Govt. of West Bengal Enterprise)
Office of the General Manager (HR&A), TP & AS
CIN: U40101WB2007SGC113474Regd. Office: Vidyut Bhavan (8TH Floor),
Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091
Ph No: (033) 23197670; Fax: (033)2334 – 2218;
E-mail- fl.wbsetcl@gmail.com
Website- www.wbsetcl.in

DETAILED NOTICE INVITING e-TENDER
For
Rate Contract for procurement of Leather made safety shoe{ IS-15298}
[Open Tender]

NIT No. GM(HR&A)/TP&AS/Tender/2026/83 Dated.17.07.26
(Submission of Bid through online)

1. WBSETCL invites bid through open e-tender from eligible and qualified bidders for fixing rate contract for procurement of Leather made Safety Shoe [IS-15298]:

Sl. No	Description of Equipment / Materials	Unit of Measure	Quantity
1	Leather made Safety shoe with IS specification-15298	Pairs	2500

The quantity mentioned above may vary +-5% during the entire contract period.
The Offered price of the Shoe shall be inclusive of all Taxes, Duties, Packing Transportation and another charges up to their godown/ store/ warehouse situated at Kolkata city from where such item will be collected by respective units of WBSETCL.

2. 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/** as per the following schedule:

Sl. No.	Events	Date &Time
1	➢ Date of uploading of NIT & other Documents (Publishing Date) ➢ Documents download start date (Online) ➢ Start date for submission of pre-bid queries (if any)	**17.07.2026 at 11:00 A.M**
2	Closing date for uploading /submission of pre-bid queries (if any)	**21.07.2026 at 10:00 A.M**

3	**Pre-bid meeting to be held in the Conference Room, 9th Floor, B-Block, Vidyut Bhavan, Kol-91**	**22.07.20226 at 11:00 A.M**
4	Bid submission start date (Online)	**24.07.2026 at 02:30 P.M.**
5	➢ Documents download end date ➢ Bid Submission closing (Online)	**07.08.2026 at 11:00 A.M.**
6	Last Date of submission of original copies for the cost of Bidding Documents, Earnest Money Deposit and confirmatory hard copy of The techno-commercial Bid in sealed envelope. (Offline)	**10.08.2026 up to 11:00 A.M.**
7	Bid opening date for Technical Proposals (Online)	**10.07.2026 at 12:00 Noon**
8	Date for opening of Financial Proposal (Online)	**To be notified later after the techno-commercial evaluation**
9.	Cost of Tender Document	**Nil**

If the submission and opening date of the e-tender happens to be a holiday, the next working day will be the corresponding effective date.

The Bid Documents, downloaded from any other source and used for the purpose, will not be accepted. In case of detection of any alteration or modification in the contents thereof, the bid will be liable for rejection and the EMD will be forfeited.

QUALIFYING REQUIREMENT FOR BIDDER/AGENCY/SUPPLIER:

A. Technical Qualifying Requirements (TQR):

1.The bidder must be **the Original Material Manufacturer or Original Material Supplier** of the Safety Shoes.

2.The bidder must quote for the entire tendered quantity.

3.The bidder must have supplied at **least 850 (Eight Hundred Fifty) pairs of Safety Shoes** in any one financial year during the last five (05) financial years through a single contract / order or multiple contracts / orders.

4.The offered Safety Shoes should have been in successful use in any Indian Power Utility for at least one (01) year during the last five (05) years as on the date of final bid submission. The bidder shall submit a Performance Certificate from at least one user certifying satisfactory performance of similar Safety Shoes.

5.The bidder/agency must have its own office (Corporate Office/Branch Office) within the jurisdiction of Kolkata, Salt Lake, North 24 Parganas, or South 24 Parganas to ensure smooth day-to-day operations and prompt service delivery.

B. Financial Qualifying Requirement (FQR):

1.**Net worth** should be positive. The bidder should not have incurred any loss during last three Financial Years i.e. for **F.Y: 2022-23, 2023-24 & 2024-2025/2025-2026.**

2.**Liquid Asset :** The bidder must have Liquid Asset not less than the **Rs.3,12,500.00** and / or evidence of access to or availability of credit facilities of equivalent amount. This will be as per the last audited accounts.

3.**MAAT (Minimum Annual Average Turnover):** (excluding non-recurring items) of the participating bidders from similar types of businesses for the best three years out of the last five Financial Years (**FY**: **2020-21, 2021-22, 2022-23, 2023-24 & 2024-2025)** shall not be less than **Rs.18,75,000.00.** The turnover should be of the bidder and not of the group of companies or consortium / subsidiaries / sister concerns etc. The proofs in support of the same such as certified copies of audited Balance Sheet, Profit & Loss Accounts etc. **having UDIN shall have to be submitted with the bid documents.**

SECTION II

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS:

a) For the Bidding/Tender Document Purposes, West Bengal State Electricity Transmission Company Limited shall be referred to as **'WBSETCL'** and the Bidder/Successful Bidder shall be referred to **'Contractor or Bidder or Agency'** or interchangeably.

b) The parties to the Bid shall be the Bidder and WBSETCL.

c) While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

d) The bidder shall submit a copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder if such need arises.

e) All Bidders are explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/ any other requirements stipulated in the tender documents, are liable to be rejected.

f) For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address through separate letter(s) sent by Registered Post with Acknowledgement Due (AD) to the General Manager (HR&A), TP&AS, WBSETCL, Corporate HR & A Department, 8th Floor, D-Block, Vidyut Bhavan, Sector-II, Block-DJ, Kolkata, West Bengal, Pin - 700091. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

g) **The tender inviting authority may ask for original documents regarding fulfilment of qualifying requirement and any other matters from the prospective bidders. In case the prospective bidders are unable to provide such documents in original, then the bids of such bidders shall not be considered as valid and the same are liable to be cancelled.**

2. Pre-Bid Meeting:

a) Any essential requirement not included in the Price Schedules but required for successful operation as per Scope of Contract shall be indicated by the bidders and submitted before the pre-bid meeting by the date specified in the schedule. The pre-bid queries may be submitted by uploading to the e-tendering portal **https:// wbtenders.gov.in** or mailed to **fl.wbsetcl@gmail.com** or submitted directly at the Office of the GM(HR&A), TP & AS, WBSETCL.

b) Only the queries, raised on or before the specified time frame, will be eligible for discussion during the course of the Pre bid meeting.

c) The bidder or its authorized representative is invited to attend pre-bid meeting to be held on the date, time and location specified in the schedule.

d) 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.

e) 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. WBSETCL shall not be under any obligation to entertain/respond to suggestions made or to incorporate modifications sought for by the prospective bidders.

f) Bidders shall not be permitted to indicate any additional requirements in the bid for any reason whatsoever after the Client has considered such amendments.

g) WBSETCL shall make related modifications/ amendments in the bidding documents as may be considered necessary exclusively through issue of an amendment.

3. AMENDMENT OF BIDDING DOCUMENTS:

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

b) The addendum/ amendment, if any, will be uploaded in the e-tendering portal and all such amendments/addendums will be binding upon them. WBSETCL shall assume that the information contained therein will have been taken into account by the bidder in its bid. WBSETCL will bear no responsibility or liability arising out of non-compliance of the same in time or otherwise by the bidder.

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

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

4. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

All bids must be supported by **bid security** for an amount of **for Group A is Rs.25,000.00/- (Twenty Five thousand)** in the following manner. Submission of Bid Security / EMD should be documented along with the bid and submitted online. Non submission of the acceptable bid security or inadequate value of Bid Security shall be rejected by the WBSETCL and in such cases bids shall be considered as non-responsive. In case a bidder submits an offer for both Groups, the **Bid Security / EMD** amount shall be calculated as the aggregate of the respective individual Group **Bid Security / EMD** amounts of the offered items, as specified above.

A. EMD is to be submitted as per following guidelines:

A bidder desirous of taking part in a tender invited by Offices of WBSETCL shall login to the e-Procurement portal of Government of West Bengal https://wbtenders.gov.in using his login Id and password.
The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:

i. **Net-banking through Payment Gateway.**

ii. **Submission of EMD through BG:** For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG along with requisite testimonials for proportional EMD in the EMD exemption document upload section.

EMD in the form of Bank Guarantee from any scheduled commercial bank favoring 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 shall be rejected by WBSETCL, if the bidder fails to submit original Bank Guarantee against Earnest Money Deposit (EMD) physically 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.

NAME OF THE BANK	SBI
ADDRESS OF THE BANK	Industrial Finance Branch Kolkata, 4th & 5th Floor, Jeevan Deep Building,1, Middleton Street, Kolkata, West Bengal-700071
ACCOUNT NO	41456850307
IFS CODE	SBIN0001936

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

General Instructions for Online Payment:

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

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

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

B. If the bid is received without the aforesaid EMD, it will not be considered and would be rejected summarily. Late receipt of the EMD i.e. after closure of online bidding time will also disqualify the bidder and the bid will not be considered for evaluation.

C. No request for transfer of any previous deposit of Earnest Money Deposit or Contract Performance Guarantee (CPG) or adjustment against any pending bill held by WBSETCL in respect of any previous work shall be entertained.

D. No claim shall lie against WBSETCL in respect of erosion in the value of the Earnest Money Deposit and no interest will be payable to the bidders on the EMD.

E. Refund/Settlement of EMD Amount:

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

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

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

(iv) For any queries related to payments and refunds, bidders will have to communicate with ICICI Customer Support, viz, 9836547326/ 8017094744 since payment gateway facility used by E-tender portal is maintained by ICICI.

NB: It is stated herein that presently, Nodal Bank nominated by the Govt. of West Bengal is ICICI Bank Ltd. in the NIC Portal. However, the Bank may change based upon change of nomination by the Govt. of West Bengal from time to time.

F. Forfeiture of Earnest Money: The Earnest Money Deposit may be forfeited:

(i) If the bidder unilaterally withdraws /modifies part or whole of his/their bid during the period of validity of the bids specified by the bidder in the bid form or

(ii) In case of successful bidder, if the bidder:

a) Fails to sign the contract in accordance with the terms of the tender document.

b) Fails to furnish required CPG / Additional Performance Security in accordance with the terms of tender documents within the time frame specified by WBSETCL or

c) Fails or refuses to honor his quoted prices for the services or part thereof.

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

5. PREPARATION OF BIDS:

a) Language: The bid prepared by the bidder and all correspondences and documents relating to the bid, exchanged between the bidder and 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.

b) Technical Bid: Technical Bid should be prepared as per the instructions given in the Tender Documents and submitted along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount. The documents comprising the Bid are**:**

i. Technical Bid Submission Form (printed on the Company's letterhead of the bidder and duly signed by the authorized person).

ii. Documents stated under Clause No.9.

iii. Signed copies of the General Purchase Conditions of Contract and the Schedule of Work as a

token of acceptance of the same by the bidder

iv. Earnest Money Deposit.

c) Financial Proposal/Price Bid: Bidder shall prepare the Financial Proposal in the Price Schedule and submit through **e-Tender portal only in the BOQ.**

6. PERIOD OF VALIDITY OF BIDS:

a) Bid shall remain valid for **a period of 120 days from the date of opening of the Price Bid (Financial Bid)**. A bid, valid for a shorter period, shall be rejected by WBSETCL as non-responsive.

b) In exceptional circumstances, WBSETCL may solicit the bidder's consent for 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 e-mail followed by post confirmation. The bidder may refuse the request without having his bid security forfeited. Bidders agreeing to the request will not be permitted to modify their respective bids but will be required to extend the validity of their bid securities correspondingly. The provisions regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

7. GUIDELINES FOR SUBMISSION OF THE BIDS:

Instructions/Guidelines for electronic submission of the bids are appended below for assisting the agencies to participate in e-Tendering.

a) <u>Registration of Agency</u>:

Any agency willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging onto or https://wbtenders.gov.in. The agency will have to click on the link for e-Tendering site as given on the web portal.

b) Digital Signature Certificate (DSC):

Each Agency 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 website stated in Clause (i) above. DSC is given as a USB e-Token.

c) Collection of Tender Documents:

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

d) Bids are to be submitted online in the website in two folders **Technical Proposal** & **Financial Proposal** at a time before the prescribed date & time using the Digital Signature Certificate (DSC). The Digitally Signed virus scanned copies of the documents are to be uploaded. The documents will get encrypted (transformed into non-readable formats).

8. DOCUMENTS TO BE ATTACHED DURING ONLINE E-TENDER SUBMISSION:

To upload the documents, **c**lick on the check boxes beside the necessary documents in the My Document list and then click the tab **"Submit Non-Statutory Documents'** to send the selected documents to Non-Statutory folder. Next Click the tab **"Click to Encrypt and upload"** and then

click the **"Technical"** Folder to upload the Technical Documents to the **My Document Format of West Bengal State Electricity Transmission Company Ltd:**

Sl. No.	Category Name	Sub Category Description	Details
A	**Certificates**	Certificates	(i) A self attested copy of the TAN (ii) A self attested copy of the PAN **(iii) A self attested copy of the trade license & OEM authorization.** (iv) A self attested copy of the certificate of registration of Goods and Services Tax (GST) (v) Trade License issued by competent authority for carrying out its business in West Bengal (vi) A self attested copy of the PF and ESI Registration Certificate.
B	**Company Details**	Company Details 1	(i) Incorporation Certificate, Memorandum of Association /Articles of Association. (ii) Certificate of Registration
		Company Details 2	(i) Attested copy of Registration under Shop & Establishment Act/Trade License (Optional) (ii) The Power of Attorney/ Resolution by BOD of Company, as the case may be, in favour of signatory of the Bid.
C	**Credential**	Credential 1	Proof of performing similar nature of work & completion certificate which is applicable for eligibility in this tender (to meet the QR). List of work order/Letters of Award references with execution status of similar purchases/ works in the past (must be indexed properly).
		Credential 2	In the credential 2 folder, bidders must submit the client's certificate for completion/ performance etc., i.e. proof of execution of the work /work order / works/letters of award. (must be indexed properly)
D	**Financial Info**	Payment Certificate 1	Income Tax Returns for last 05(Five) Assessment Years.
		UDIN Supported P/L and Balance Sheet for all F.Y	Profit & Loss and Balance Sheet (with annexure and Form in case of tax audit) **(all account statement should be verified by firm having valid UDIN)**

9. FINANCIAL PROPOSAL / PRICE BID:

a. Only pdf copies of the above documents are to be uploaded virus scanned & Digitally Signed by the Agency.

b. Financial capacity of a bidder will be judged on the basis of information furnished in Section.

II and Clause.1.2 above.

c. The bidder shall submit its **price bid** in Indian Rupees and all payments under this contract will be made in Indian Rupees.

d. The prices in the Price Bid shall be exclusive of Goods and Service Tax or any other applicable taxes and Cess as may be levied by the Government from time to time. Such Taxes and Cess, as applicable, will be paid extra reimbursed along with the Monthly Bills.

e. The rate shall be quoted in the B.O.Q. under Financial Bid only. Quoting of rate anywhere else in the Bid document, shall result in rejection of the bid summarily.

10. SUBMISSION OF ONE SET OF CONFIRMATORY HARD COPY:

a) Bidders are required to submit **one set of confirmatory copy** of the uploaded Techno-commercial Bid along with the proof of full filament of Technical Qualification (properly indexed) in a sealed envelope **superscribed as "Hard Copy of Technical Qualification".**

b) Bidders must submit the "EMD (original), if submitted as BG" together in one sealed envelope whereas the Confirmatory Hard Copy must be submitted in a separate sealed envelope **superscribed as " Bid Security"**.

c) The above two sealed envelopes must again be enclosed in one sealed envelope clearly stating the NIT number and Subject matter and must be submitted to **the General Manager (HR&A), TP& AS, 8th Floor, 'D' Block, Vidyut Bhavan, Block-DJ, Sector-II, Salt Lake, Kolkata-700091** on or before the date as specified in the NIT above.

d) Bidders are not required to submit any hard copy of the Price/Financial Bid.

e) Legally enforceable documents such as Power of Attorney, Affidavit etc. shall only be submitted in original in hard copy with the Confirmatory Techno-Commercial Bid.

f) Failure of submission of any of the abovementioned documents will render the bidder liable to be rejected for both statutory & non statutory cover.

g) Please collect a proof of submission of these documents for future reference.

11. DEADLINE FOR SUBMISSION OF BIDS:

a) 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 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).

b) WBSETCL may, at its 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.

c) In the event, the deadline for submission of bid is extended by WBSETCL, 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 in part of earlier bid.

d) 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 up to the date relevant to the extended date of bid opening. Failure to extend the bid validity by such bidder shall entitle the Client to forfeit his bid security.

12. BID OPENING:

a) WBSETCL will open the bids electronically at e-tendering portal by the authorized personnel 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. In the event of the specified date for the opening of bids being declared a holiday for 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.

b) The bidders' representatives who desire may attend / witness the bid opening event through e-tendering portal at their respective end.

c) Cover (folder) for Statutory Documents will be opened first and if found in order, cover (folder)for Non-Statutory Documents will be opened. If there is any deficiency in the Statutory Documents the tender will be summarily rejected.

d) 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.

e) 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.

f) 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.

g) The list of eligible bidders will be considered and uploaded in the web portals.

h) In the event, WBSETCL, in its discretion, decides not to open the bid for want of adequate response to the bidding, WBSETCL may either extend the bid or cancel the bidding process.

13. CLARIFICATION ON BIDS :

During bid evaluation, WBSETCL may, at its discretion and if so required, ask the bidders for any clarification on any other matter related to its bid except to the extent in 2.10.2. 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 WBSETCL within the time specified in the request for clarification issued by WBSETCL. Any post-bid change in the price or substance of the bid shall not be sought, offered or accepted, if given by the bidder.

14. TECHNICAL BID EVALUATION:

a) WBSETCL shall follow two bid system where the technical bid and financial bid shall be evaluated separately.

b) The Bidder shall be required to produce attested copies of the relevant documents in support of the documentary evidences for being considered during technical evaluation.

c) A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of Clause 25. The Technical Bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will not be opened online. The responsiveness of the bid shall be judged by:

(i) Receipt of duly filled, signed and accepted bid documents in complete form, including Authorization letter.

(ii) Receipt of valid EMD with requisite amount in acceptable format.

(iii) Documents in support of proof of meeting the Qualifying Requirement.

(iv) Any other document(s), as may be required to support the responsiveness of the bidder as per the tender.

d) The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, WBSETCL may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by WBSETCL shall not be considered. WBSETCL's request for clarification and the response shall be in writing.

e) If a bidder does not provide clarifications of its bid within the date and time set in WBSETCL's request for clarification, its bid may be rejected.

f) WBSETCL also reserves the right to seek confirmation/clarification from the issuing agency of the supporting documents submitted by the bidder if required. Any deviation / discrepancies in the submitted documents /information may disqualify the bidder.

g) Bidder can submit bid for one / more Trans Zones as per their preference. Bids for respective Zones will be evaluated independently.

15. FINANCIAL BID OPENING PROCEDURE:

a) The Financial Bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders or their authorized representatives, who choose to be present at the time of opening of tender.

b) Absence of bidders or their authorized representatives shall not impair the legality of the process.

c) The bidder(s) who will qualify in the technical evaluation stage shall only be called for opening of Financial Bids.

d) The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot. However, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error(s) in the financial bid.

16. PROCEDURE OF EVALUATION OF BIDS:

a) 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.

b) 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.

c) WBSETCL may ask any of the bidders to submit analysis to justify the rates quoted by them.

d) 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 WBSETCL deems necessary and appropriate.

e) The Zone wise final evaluated bid prices of all the qualified bidders shall be compared among themselves to determine the lowest evaluated bid for the respective zone. However, WBSETCL reserves the right not to accept the lowest bidder. The evaluation of bid shall be done on the basis of zone wise total quoted price for entire scope of service of respective zone.

17. CORRECTION OF ARITHMETICAL ERRORS IN PRICE BID:

a) 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.

b) 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.

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

d) 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 7(Seven) days prior to the last date of submission of bids would be considered.

18. SELECTION OF THE SUCCESSFUL BIDDER:

a. The evaluation of bid **(selection of L1 bidder)** shall be done on the basis of ***"Total Lowest Charge Claimed by the bidder through BOQ". Details stated below under "Scope of Work".***

b. In case of tie in total lowest charge, L1 bidder will be selected as per norms stated under Memorandum No. **No.2320-F(Y) dated.07.06.2022 of the Finance Department, Govt. of West Bengal.**

c. In case WBSETCL found that L1 bidder is not willing to work for any reasons after evaluation or after issuance of LOA etc. i.r.o this NIT, WBSETCL may ask **L2, L3 so on** bidders to work at **L1 rate**. If that bidder shall provide their consent to work at L1 rate, LOA may be placed to that bidder.

d. Decision of WBSETCL regarding allotment of work amongst the selected agency will be final.

19. MISREPRESENTATION BY THE BIDDER:

If the bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in the bid, in any manner whatsoever, in order to create circumstances for the acceptance of the bid, the Client reserves the right to reject such bid and/or cancel the LoA, if issued.

20. FORMATION OF CARTEL & PENAL MEASURES:

Any evidence of unfair trade practices, including overcharging, price fixing, cartelization, etc. as defined in various statutes will automatically disqualify the bidders. Repeated occurrence of such evidence of above bidders may also be viewed seriously by WBSETCL and penal measures as deemed fit would be imposed on such bidders.

21. RETURNING OF EARNEST MONEY DEPOSIT(EMD)/BID SECURITY:

a) The Earnest Money Deposit (EMD)of the unsuccessful bidders in the Technical Bid evaluation stage shall be returned within15(Fifteen)days of opening of the Financial Bids.

b) The Earnest Money Deposit (EMD) of the unsuccessful bidders in the Financial Bid evaluation stage shall be returned within15 (Fifteen)days after placement of order to L1 bidder.

c) The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender within 15(Fifteen) from the date of cancellation.

d) In all cases, the Earnest Money Deposit (EMD) will be returned upon receipt of application from the bidders.

e) The EMD of successful bidder, who gets the contract, will be refunded / returned after receipt of the Contract Performance Guarantee (CPG).

22. RIGHT OF ACCEPTANCE:

a) WBSETCL reserves the rights to accept or reject any bid partly or fully including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the competent authority of WBSETCL in this regard shall be final and binding.

b) WBSETCL reserves the right to award any or part or full contract to any successful bidders at its discretion and this will be binding on the bidders.

c) In case of failure to comply with the mentioned provisions of the terms and conditions by the contractor, which will be awarded the contract, the competent authority of WBSETCL reserves the right to award the contract to the next higher bidder or any other outside agency. Further, the difference of prices and any other incidental charges shall be recovered from the defaulting bidder, which has been awarded the initial contract and this will be binding on the said bidder.

23. In addition, to the above, following documents must be uploaded or submitted as hard copy with the bids, as a part of his techno-commercial bid, documents establishing the bidder/agency's qualifications to execute the Order to the satisfaction of the WBSETCL. All documents required to establish bidder/agency'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/agency: -

a. Relevant document such as Work order Copies, Completion Certificates etc. towards **applicability up to the extent of meeting Technical QR**.

b. Copies of work order of few Major reputed organisations/ Department of Government of India or Government of West Bengal/ Public Sector Undertakings / Statutory bodies/ MNC towards execution of similar types of works. [Applicability up to the extent of meeting Technical QR].

c. 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.

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

e. 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 bidder/Agency other than companies). [**Applicability up to the extent of meeting Financial QR**].

f. Self-declaration that the bidder/agency should not have been debarred or blacklisted by any State or Central govt/ PSU in India while executing similar nature of work. If any dispute is pending

at any Court of Law or under any arbitration / similar process pending decision of debarring / blacklisting, detailed information must be enclosed.

The Bidder / agency who have been delisted or debarred or blacklisted by any State or Central Government/ PSU in India while executing similar nature of work shall not be eligible any way.

g. Copies of Income tax/ Professional Tax Clearance Certificate / P.T (Deposit Challan)/ PAN card / GST Registration Certificate.
h. Registered Deed of partnership Firm / Article of Association & Memorandum/ Certificate of incorporation in India etc.
i. Documents to provide evidence that Registered office/Service Centre of the bidder/agency is within Kolkata jurisdiction.

In addition to above, the bidder/agency shall also be required to meet the eligibility conditions and submit duly signed copy of Power of Attorney in favour of Signatory of the Bid as per Annexure & an Affidavit regarding Eligibility (duly notarized) as per Annexure of Section V-A of the bidding documents.

N.B.: ***The Original Power of Attorney in favour of Signatory of the Bid as per format, an Affidavit regarding Eligibility (duly notarized) as per format of the bidding documents shall be submitted physically to the Office of The General Manager (HR&A), TP&AS, WBSETCL under sealed cover on or before the scheduled date & time as specified above.***

Notwithstanding anything stated herein, WBSETCL reserves the right to inquire and review the bidder/agency's capability and capacity to complete the scope of work.

24. 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/agency shall have any claim arising out of such action.

25. Delivery: Delivery to be made by the Agency / bidder / supplier at their godown/ store/ warehouse, situated at **Kolkata City only**. Collection of ordered quantity to be done by the ordering unit of WBSETCL from time to time. Ordered quantity must be ready for delivery within 60(sixty) days from the date of receipt of order.

26. Place of consignee: ***Any place within the state of West Bengal.*** The details of consignees mentioned above will be given to the awardee at the time of placement of order. The Purchaser reserves the right to make modification in the above details at the time of issuing Delivery Instructions (DI).

27. Right to Split Order: The total Services as per the scope of work will be awarded to a single bidder/agency based on the evaluation of the bids without any splitting. Bids submitted for part of the scope of work will not be considered eligible for evaluation.

28. Language of the bid: The bid prepared by the bidder/agency and all correspondences and documents relating to the bid, exchanged between the bidder/agency and the WBSETCL shall be written in the English language, provided that any printed literature furnished by the bidder/agency 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.

29. Bid Prices : a. The bidder/agency shall be deemed to have satisfied himself before bidding as to the correctness and sufficiency of his bid for the works and the rates and prices stated in the schedule of the items. The rates and prices quoted shall cover all obligation of the bidder/agency under the Contract and all materials and things necessary for the proper operation and maintenance of the Works and services.

b. All the prices shall be quoted in INR (Indian rupees) only. The prices quoted by the bidder/agency shall be firm during the entire period of Contract / LoA and not subject to variation on any account. The total price at the bottom of Price Schedule shall be indicated both in figures and words and Price Schedule shall be signed on each page by authorized representative of the bidder/agency.

c. 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 / agency shall not be considered during bid evaluation.

30. Period of validity of bids :

a. The bids submitted by the bidder/agency 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.

b. In exceptional circumstances, WBSETCL may solicit the bidder/agency'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/agency may refuse the request without having his bid security forfeited. Bidder/agencies agreeing to the request will neither be required nor permitted to modify their respective bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of **Error! Reference source not found.**regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

31. Submission of bids : a. Bid should be submitted as per instructions stated above of this NIT under Instructions to the Bidders.

b. Any interlineations, erasures, overwriting, cutting or alteration shall only be valid if they are initialed by the authorized signatory to the bid.

c. Bids may be submitted within the scheduled time frame as mentioned above of the Detailed NIT. The WBSETCL shall not be responsible for any delay in submission of the bid.

32. Withdrawal of bids : The bidder/agency 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 **Error! Reference source not found.**. If any withdrawal of bid is made by the bidder/agency during the above period, it shall result in the forfeiture of the bid security.

33. Correction of arithmetical errors in price bid :

a. 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/agency. If the bidder/agency 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.

b. 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.

c. 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/agency, whichever is lower, will be taken.

d. Bids will be corrected for the rates of taxes & duties if incorrect rates are taken by the bidder/agency. 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.

34. Letter of Award : a. After approval of bid evaluation by WBSETCL, the successful bidder/agency may be invited for pre-award discussions. After pre-award discussions and prior to the expiry of the period of bid validity, WBSETCL will notify the successful bidder / agency in writing by registered letter or by email in two (2) copies, that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called `Letter of Award' or LoA) shall name the sum

which WBSETCL will pay to the Bidder/Agency in consideration for as prescribed under the Contract.

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

c. The LoA will constitute the formation of the Contract.

35. Signing of Contract Agreement :

a. WBSETCL will send the successful bidder / agency the Contract Agreement (on judicial stamp paper of appropriate value) in three (3) copies incorporating all agreements between the parties duly signed by the authorised signatory of the Purchaser along with the LoA.

b. Within ten (10) days from the date of acceptance of LoA, the successful bidder/agency shall sign the Contract Agreement and return two (2) copies to the Purchaser and retain one (1) copy of the same.

36. Contract Performance Guarantee (CPG):

a. The Bidder/Agency shall furnish an unconditional and irrevocable Performance Guarantee in favour of the WBSETCL in the form of **Bank Guarantee / Demand Draft / Pay Order** as per the format (for BG only) provided, 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. Amount of Performance Guarantee is **Rs.2,50,000 /- (Two lakhs Fifty Thousand) only** or the value as may be specified in the LOA from a scheduled commercial bank in India, the Performance security shall remain valid up to ninety (90) days after the **two years** contract period, with an additional claim period of ninety (90) days.

b. **Additional Performance Guarantee:** If the recommended bidder (L1 bidder) has quoted a rate less than by 20% of the WBSETCL's NIT Cost Estimate for Total Charges in the bid, the bidder shall be asked to furnish Additional Performance Security (e.g. Bank Guarantee/ Demand Draft) equal to 10% of the NIT Cost Estimate valid up to the end of the Contract Period at bidder expense over and above the normal Contract Performance Guarantee (CPG).

c. Failure of the successful bidder/agency to submit performance security as stated herein shall constitute sufficient ground for annulment of the award and forfeiture of his bid security, in which event the Purchaser may make the award to the next lowest evaluated bidder/agency or call for new bids.

37. Variations : The Bidder/Agency 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 Bidder/Agency and the Bidder/Agency shall carry out such variations.

38. Corrupt or Fraudulent Practices :

a. The WBSETCL requires that the bidder/agencies to observe the highest standards of ethics during the procurement and execution of the Order.

b. In pursuance of this policy, the WBSETCL defines, for the purposes of this provision the terms set forth below as follows:

1."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.

2."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 bidder/agencies (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.

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

4.WBSETCL may declare a firm ineligible for issue of Purchase Order/ LoA, 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.

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

Office of the GM(HR&A), TP&AS, WBSETCL

WEST BENGAL STATE ELECTRICITY TRANSMISSION COMPANY LIMITED

CIN: U40101WB2007SGC113474

Regd. Office: Vidyut Bhavan (8TH Floor), Block-'D',

Bidhannagar, Block-DJ, Sector-II : Kolkata : 700 091

Ph No: (033) **(033) 2319-7670; Fax: (033) 2334-2218;**

E-mail-fl.wbsetcl@gmail.com

Website- www.wbsetcl.in

(END OF SECTION II)

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 Materials as provided in GPC.13

GPC.1.2. The terms "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.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 issued by different site offices from time to time. No payment made by the WBSETCL herein shall be deemed to constitute acceptance by the WBSETCL of the Materials or any part thereof. The currency of bid and payment shall be Indian rupees. Generally, within 30(thirty) days from submission of bills at Unit Offices.

GPC.5. Performance Guarantee :

GPC.5.1. The Bidder/Agency shall furnish an unconditional and irrevocable Performance Guarantee in favour of the WBSETCL in the form of **Bank Guarantee / Demand Draft / Pay Order** as per the format (for BG only) provided, 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. Amount of Performance Guarantee is **Rs.2,50,000 /- (Two lakhs Fifty Thousand) only** or the value as may be specified in the LOA from a scheduled commercial bank in India, the Performance security shall remain valid up to ninety (90) days after the **two years** contract period, with an additional claim period of ninety (90) days.

GPC.5.2. The value of the Performance Guarantee shall not be construed as a limiting factor for the damages under Defects Liability Period.

GPC.5.3. The WBSETCL reserves the right to verify the authenticity of the Performance Guarantee from the issuing bank.

GPC.5.4. 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.

GPC.5.5. 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.5.6. 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.5.7. 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.6. Taxes, Duties and Other Levies

GPC.6.1. Excise duty, Sales tax, VAT, and any other levies/ duties payable shall be shown separately in the invoice. This shall be to the account of the WBSETCL, unless otherwise mentioned in the Purchase Order.

GPC.6.2. 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.

GPC.6.3. In case of any Materials directly sourced by the Supplier from outside India, no Custom Duty or its variation, if any, will be paid separately.

GPC.6.4. 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. Packing

The 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 Materials in good order condition for acceptance by Site.

GPC.8. Inspection & Testing

GPC.8.1. The Supplier shall give at least fifteen (15) days prior intimation about the readiness of the Materials at the Supplier's godown/ store/ warehouse for testing and inspection. Supplier while making the inspection call shall:

a. confirm the readiness of the Materials for the inspection and testing;
b. availability of necessary material 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.8.2. The Inspection will be carried out by the authorised Inspection Committee 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 Place of Inspection should be any authorised laboratory of NABL/ BIS situated at Kolkata city. The WBSETCL shall attend the testing at the place so named within this period. **The Materials shall be subjected to tests as per relevant standards mentioned in the Technical Specification {IS-15298}**. If the standard has the provision of routine tests, each Materials shall be subjected to those routine tests. If the 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.8.3. 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.8.4. Cost of inspection& testing

The entire cost of the inspection and testing of the 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.8.5. Calibration of testing equipment

Calibration Certificate issued by laboratory accredited by BIS, 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.8.6. The WBSETCL reserves the right to reject 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.8.7. Repetition of Tests

If any of the 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.8.8. Cost of fake inspection call

In case of failure to make available the Materials for inspection as per the inspection call given by the Supplier of any particular lot of 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.8.9. 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)- will be issued by the inspection team of the WBSETCL on successful completion of inspection and testing.

GPC.9. Delivery

GPC.9.1. Delivery to be made by the Agency/bidder at their godown, situated at Kolkata City. Collection of ordered quantity to be done by the ordering unit from time to time. Ordered quantity must be ready for delivery within 60(sixty) days from the date of receipt of order. 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.10. Removal of rejected Equipment / Materials and replacement

GPC.10.1. If upon delivery, whether inspected and approved earlier or otherwise, the 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 Materials at the Site.

GPC.10.2. The Supplier shall arrange at his cost for removal of the rejected Materials within thirty (30) days from the date of notification. In the event, the Supplier fails to remove the Materials within the said thirty (30) days, the WBSETCL shall be at liberty to dispose of such Materials in any manner as he may think fit. All such expenses shall be recoverable from the Supplier.

GPC.11. Risk Purchase

GPC.11.1. If the Supplier fails to deliver the Materials within the specified delivery period, the WBSETCL shall be entitled to purchase the 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.11.2. 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.12. Liquidated Damages

Supply and delivery of the Materials should be as per the delivery schedule. If the 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 a t half percent (0.5%) of the value of the 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 Materials beyond the stipulated period. Liquidated damages, if any, shall be recovered from the outstanding bills/performance guarantee.

GPC.13. Defects Liability

GPC.13.1. In the event of any defect in the 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 Materials to the satisfaction of the WBSETCL.

GPC.13.2. If any defect shall appear or damage occurs in the 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.13.3. The Supplier shall rectify the defect or damage or replace the Materials at his cost, within the time specified in the notice, to the satisfaction of the WBSETCL. If the 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 Materials only on the submission of a bank guarantee, as per Annexure, equivalent to the ordered value of such Materials being taken back to the works of the Supplier.

GPC.13.4. 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.13.5. 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.13.4 above, or failure to full fill its obligations under the Defect Liability Period.

GPC.13.6. 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.14. Compliance of regulations

GPC.14.1. The Supplier shall ensure that all 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.14.2. 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.15. 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.16. 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.17. 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 thereunder, 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 SCOPE OF WORK & TECHNICAL SPECIFICATION

1.WBSETCL invites bids from eligible and qualified bidders through the open tendering process for finalization of a Rate Contract for procurement of Leather Safety Shoes **specification of which is IS:15298**, initially for a period of 02 (two) years, extendable by a further period of 01 (one) year, subject to satisfactory performance of the selected bidder.

Sl No.	Description of Equipment / Materials	Unit of Measure	Quantity
1.	Leather made Safety shoe with IS specification-15298	Pairs	2500

2.The above quantity may vary by (± 5%) during the entire contract period.

3.The quoted rate shall be inclusive of all taxes, duties, packing, forwarding, transportation, loading, unloading, insurance, and all other incidental charges up to the bidder's godown/ store / warehouse located within Kolkata, from where the respective units of WBSETCL shall collect the materials.

4.The technical specifications of Electrical Safety Shoes for men and women conforming to IS:15298 (Part I & Part II) or equivalent EN-344/EN-345 standards shall be as follows:

SI.	Description	Technical Specifications to be complied by the Supplier	
1.	**Sole details**	a)	Double density PU Sole conforming to IS Specification-15298, Resistant to Oil, High temp.
			Withstand up to 100°c for 1 min.
		b)	Thickness(at Forepart): 12.0 mm ± 5 mm
		c)	Sole Hardness(HRD): 55-60 shores ± 5 shores

		d)	Sole Fixation : Direct Injection Process
		e)	Permissible Electrical Resistance: 15Kv to 20Kv (HV test Certificate to be attached)
2.	**Upper Part**	a)	Leather with Hard TP Toe Cap, genuine high quality full grain leather.
		b)	Upper leather Thickness: 1.8 mm- 2.20 ± 0.2 mm
		c)	Upper leather Strength (Tear) : 120 N
		d)	Upper leather Flexibility (Flexural Endurance): Min.100000 to 150000 flexes
3.	**Lining**	a)	Vamp (Front Inner Lining):1.0-1.2mm ± 0.2mm thick Non-woven.
		b)	Quarter(Rear Inner Lining): 1.0-1.2mm ± 0.2mm thick Split leather
		c)	Padded Collar: 1.0-1.2mm·± 0.2mm thick Split leather
		d)	Socks (Seat) : Cloth black with 3 mm Eva Padding
4.	**Toe & Heel details**	a)	Toe Cap: Hard top *1* Hard fiber with wide free toe movement
		b)	Heel Material: P.U. Same as Sole
		c)	Heel Thickness: 35mm ± Smm
5.	**Insole details**	Antistatic / Electric Shock Proof / non-woven / PU.	
6.	**Other Feature details**	a)	Thread: Nylon or Polyester 20 No./40 No./60 No.
		b)	Colour: Black (both for men & women)
		c)	Height(Bottom of head to top of Ankle) : As per IS 15298(CI.5.4.1) say for8 of Ankle Boot it should be 70mm size No
		d)	Finishing: Liquid Spray & Elegant Looking
		e)	Packing: One shoe Box & further 12 boxes in corrugated carton
		f)	Embossing: Embossing is to be made at the bottom of the shoe with Company's Name i.e." WBSETCL"
		g)	Thread/Eyelets/Laces: Nylon/Non-metallic/Nylon cotton round.
7.	**Test**	a)	Electrical Resistance Proof & High Voltage Test Minimum 15 Kv & Maxm. Upto 20Kv required from BIS approved Laboratory.
		b)	Impact Test: IS 15298(Part I&II) or EN-344/345 from BIS approved Laboratory.

		c)	Hydrolysis Test: To be conducted on PU Sole as per IS/EN Specifications with outgrowth not greater than 6mm before 150000 flex
		d)	Test on Upper: i) Water Vapour Permeability- Minim. Requirement is 0.8mg/cm^2 h ii) Water Vapour Co-efficient- Minim. Requirement is 20mg/cm^2 iii) Water Penetration & Absorption Test- No water penetration till 60 iv) Water Absorption after 60 mih. - Requirement 30% (max) min
		e)	Heat Resistant: PU Sole offers Protection against the high temp: surfaces with ability to withstand temperature upto 100 DC for 1 min.
8.	**Foot Size**	**4 - 12** as required for men & women. The agency should try to provide separate Safety Shoes for Women Officials.	

5.The lowest rate once fixed up will remain same throughout the contract period even in the extended period.

6.On the basis of this rate contract all Units of WBSETCL spread across the State of West Bengal shall placed order to vendors as per their requirement time to time.

7.**Delivery Period**: **45 days** from the date of placement of LOA by the respective Units.

SECTION V-A

ANNEXURES

1. Bid Proposal

To,

The G.M(HR&A), TP&AS
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8^{TH} Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Sub: Proposal for supply of…….. against NIT no. ……

Dear Sirs,

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

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

	Tel. No.: Fax No.: E-mail:	
3.	(i) Central Sales Tax Regn No. (a copy of certificate of registration to be enclosed) (ii) VAT Regn. No: (a copy of certificate of registration to be enclosed)	
4.	TAN No.: (a copy of certificate to be enclosed)	
5.	Excise Registration No. (a copy of certificate of registration to be enclosed)	
6.	Service Tax Registration No**.** **(Not applicable in the instant tender)** (a copy of certificate of registration to be enclosed)	
7.	SSI/MSME Regn. No. Validity upto: (a copy of certificate of registration and proof of validity should be enclosed)	
8.	Category of Organization (SSI/Medium/Large Unit).	
9.	Particulars of Bid Security submitted	
10.	Offer validity	Agreed to the validity period specified by WBSETCL in detailed NIT clause 6.0
11.	Whether bidder agrees to	

a	Terms and Procedure of Payment (GPC 4)	
b	Performance Guarantee (GPC 6)	
c	Packing (GPC 11)	
d	Inspection & Testing (GPC 12)	
e	Risk Purchase (GPC 15)	
f	Liquidated damages(GPC 16)	
g	Defects Liability (GPC 17)	
12.	Delivery Schedule	Agreed to the delivery schedule specified by WBSETCL in detailed NIT clause 10.0
13.	Submit the technical literature and catalogue of the materials offered with the techno-commercial bid.	The technical literature and catalogue are attached to the techno-commercial bid.
14.	Whether the bidder has provision for complete testing facilities of offered Materials at their works. If yes, the details thereof or otherwise the proposed arrangements for inspection and testing.	
15.	Test certificates for the relevant tests, as required in the Technical Specification(Clause No 7), from an institute accredited by BIS/ NABL of a date not later than 5 years as on the date of bid opening	The relevant test certificate, self attested is enclosed.

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

2.Forwarding Letter for submission of Bid Security

(To be kept in envelope containing Bid Security)

Note: This is applicable only for single item tenders.

Date:
NIT No:
Bidder's Name and address

To
The G.M(HR&A), TP&AS
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Dear Sir,

We are enclosing the following:

1. Account payee Demand draft / Bankers Cheque / Pay Order (No. ……[insert No.]……. dated …… [insert date]……..drawn on ……[insert name of the bank on which drawn]…… for …..[insert amount in Rs. and words]……., drawn in favor of"West Bengal State Electricity Transmission Company" payable at Kolkata towards Earnest Money(Bid Security) Deposit.
   Or
   Bank Guarantee in the prescribed Proforma from a scheduled commercial bank in India in favour of WBSETCL for Rs. ……[Insert value]……/-valid for a period of one hundred and twenty days (120) days from the bid opening date with a further claim period of thirty (30) days.

[*Strike out whichever is not applicable*].

2. The calculation for the Bid Security amount is as follows:
   - Bid Security required for total scope of supply (A) = Rs…… [insert value as per bid document]……..
   - Total quantity of the scope of supply (B) = ……[insert the quantity as per the bid document]……..
   - Quantity of the bid submitted (C) = ……[insert the quantity for which bid is submitted]……..
   - Proportionate value of bid security = C x A/B……[insert amount as per calculation]……

   Enclosures:
   1. …….
   2. …….
   3. …….

   Thanking You,

   ……
   (Signature of authorized signatory)
   Name: ……..
   Designation: ……..
   Date: ……..
   Place: ……..

3.Bid Security

Bank Guarantee

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. .....

Date.....

To
The G.M(HR&A), TP&AS
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Dear Sirs,

In accordance with NIT No. ....., M/s ..... having its Registered/Head Office at ..... (here-in-after called the 'Bidder') wish to participate in the said tender for [Name of tender].....
As an unconditional and irrevocable bank guarantee against Bid Security for an amount of.....(*insert in words and figures)…… valid for.....(insert number of days).....days from .....(**).....is required to be submitted by the Bidder as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.
We, the .....[Name & address of the Bank] ..... having our Head Office at ..... (#) ..... guarantee and undertake to pay immediately on demand by West Bengal State Electricity Transmission Company Limited (WBSETCL) the amount of .....(*insert in words and figures)..... without any reservation, protest, demand and recourse. Any such demand made by the Purchaser shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
This Guarantee shall be irrevocable and shall remain valid up to .....(@)..... If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s..... [Bidder's Name]..... on whose behalf this guarantee is issued.
All rights of WBSETCL under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by WBSETCL under this Guarantee against the Bank within [thirty (30)]daysfrom the above mentioned expiry date of validity or, from that of the extended date.
In witness where of the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

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

(Official Address) (Official Address)

Authorized vide

Power of Attorney No:…….

Date…….

Note: 1. (*) The amount shall be as specified in the NIT.
(**) This shall be the date of opening of bids.
(#) Complete mailing address of the Head Office and issuing branch of the Bank to be given with fax no./telephone no. of the contact person
(@)The bid security shall be valid for a period as specified in NIT.

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

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

(To be executed on non-judicial stamp paper of appropriate value)

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

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

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

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

…….
EXECUTANT

Designation..……...

Name of Company…….……

…….
Specimen Signature of Attorney
Name……
Designation……..

Signature of the Attorney Attested
……
EXECUTANT
Name……
Designation……

Office Seal……

5. Qualification Criteria

Bidder's Name and Address

To

The G.M(HR&A),TP&AS

West Bengal State Electricity Transmission Company Limited

Vidyut Bhavan (8TH Floor), Block-'D',

Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Dear Sirs,

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

1.	Annexure5A	:	Details for meeting financial qualification requirements
2.	Annexure 5B	:	Details for meeting technical qualification requirements
3.	Annexure 5C	:	Capability status

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

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note: The Bidder shall enclose relevant documents like copies of self attested purchase order, completion certificates, agreements etc. supporting the details/data provided in Annexure - 5A to 5C.

Annexure-5A: Details for meeting financial qualification requirement

NIT No:
Bidder's Name and address

To
The G.M(HR&A), TP&AS
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Dear Sirs,

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

Sl. No	Financial Year	Amount in INR
1.	2020 - 2021	
2.	2021 - 2022	
3.	2022 - 2033	
4.	2023 - 2024	
5.	2024 - 2025	
6.	Minimum Average Annual Turnover (turnover from business activities only) for best three (3) years out of the last five (5) financial years for which the audited accounts are available as on date of Bid Opening.	
7.	Net Worth as at the end of the financial year immediately preceding the date of bid opening	
8.	Liquid Asset as at the end of the financial year immediately preceding the date of bid opening	
9.	We have enclosed [Balance Sheets and Profit & Loss Account certified by the statutory auditors/ IT Return duly acknowledged by the tax department]for the above mentioned financial years	Yes/No
10.	We have enclosed authenticated copies of original documents defining the legal status, place of registration and principal state of business.	Yes/No

Date:
Place:

(Signature).....
(Printed Name).....
(Designation).....

(Seal).....

Annexure-5B: Details for meeting technical qualification requirement

NIT No:

Bidder's Name & Address:

To
The G.M(HR&A), TP&AS
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8^{TH} Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

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

List of similar orders for similar type and quantity of materials covered in the NIT No.....dated....., executed in last five (5)* years:

Sl. No	Owner/ Client	Scope of works	Order Value	Actual Time of Completion

**Bidders can choose to mention important assignments executed prior to 5 years*

Date:

Place:

(Signature).....

(Printed Name).....

(Designation).....

(Seal).....

Note:

- Continuation sheets of like size and format may be used and annexed to this format if required.
- Relevant client certificates or any other documents to be furnished to justify the above data (including Purchase Orders and corresponding delivery challans, etc.)

Annexure-5C: Capability status

NIT No:

Bidder's Name & Address:

To
The G.M(HR&A), TP&AS
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8^{TH} Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

We provide the following details to conform that we have sufficient capacity to execute the supply of Goods covered in the NIT:

A	Manufacturing Capacity (**applicable in case of original manufacturers only)**	
B	Orders in Hand	
i	Total value of Orders	
ii	Value of work completed out of above value	
iii	Value of anticipated work to be done in the following …….Financial Years:2022-23, 2023-24, 2024-25.	

Details of orders in hand are as follows:

Sl. No	Owner/ Client	Scope of works	Order Value	Schedule Time of Completion	Value of Outstanding work	Estimated Completion date

Date:
Place:

(Signature).....
(Printed Name).....
(Designation).....
(Seal).....

Note:

- Continuation sheets of like size and format may be used and annexed to this format if required.
- Relevant client certificates/documents to be furnished to justify the above data. (Including Purchase Orders and corresponding delivery challans/excise duty invoice, client's certificate, performance certificate from the client for successful operation of equipment as per qualifying requirement.)

6. Affidavit regarding eligibility

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

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

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

a) Is not insolvent or is not in receivership or is not a bankrupt or is not in the process of being wound up, or has not entered into an arrangement with creditors; or,
b) Have not been found guilty of professional misconduct by any Competent Authority as per law; or,
c) Have fulfilled his obligations with regard to the payment of taxes, social security or other payments due in accordance with the laws of the country; or
d) Have not been declared by WBSETCL to be ineligible for participation in tenders on account of any fraud and/or corruption in competing or executing a Contract; or,
e) Have not been debarred from participation in any public procurement by any Competent Authority as per law.

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

Verified on this …… day of …….. of the year…….. that the particulars furnished above are true and correct to the nest of my knowledge and belief and nothing in material have been concealed or misrepresented.

Date: Signature.....

Place: Name.....

Designation.....

Seal.....

(The affidavit may be signed and attested in presence of a Notary)

8.Litigation History

Name of the Bidder:

Bidder should provide information on any history of litigation or arbitration resulting from contracts executed in the last five (5) years or currently under execution.

Year	Award FOR or AGAINST Applicant	Name of Client, Cause of Litigation and Matter in Dispute	Disputed Amount (Current Value in Indian Rupees)

9. Technical compliance Form

[Modify and Insert this annexure, as per specific supply procurement]

Bidder's Name & Address: To

The G.M(HR&A), TP&AS
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8^{TH} Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Sl. No.	**Name of the Material**	**Whether Test as per IS - 15298(carried out on identically designed Material as per Technical spec.) (Yes/No)**	**Tests done from Govt. recognised Test House or laboratory /BIS/ NABL accredited laboratory (Yes/No)**	**Whether GTP of offered Materials shall conform to Technical Spec relevant IS - 15298(Yes/No)**	**Whether offered Materials is brought from any location outside West Bengal. (Yes/No)**
1	**				

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

- Bidders shall also upload attested copy(ies) of the test certificate(s) in "**OID**"& relevant GTP in "**Technical packet**" .
- Tests conducted shall not be earlier than 5 years prior to the bid opening date.
- ** *The bidder should specify detailed description of the offered equipment/material indicating Type/Model and other major parameters here*.

11. Additional Information

Bidder's Name and Address

To

The G.M(HR&A), TP&AS

West Bengal State Electricity Transmission Company Limited

Vidyut Bhavan (8^{TH} Floor), Block-'D',

Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Dear Sirs,

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

Date:

Place:

(Signature).....

(Printed Name).....

(Designation).....

(Seal).....

Note:

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

12. Deviation Sheet

Bidder's Name and Address

To

The G.M(HR&A), TP&AS
West Bengal State Electricity Transmission Company Limited

Vidyut Bhavan (8TH Floor), Block-'D',

Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Dear Sirs,

[If the bid has any deviation from the Technical Specification, the bidder shall tabulate those deviations here clause by clause]

Sl. No.	Clause No:	Description	Deviation	Remarks

[If the bid has any deviation from the commercial terms, the bidder shall tabulate those deviations here clause by clause]

Sl. No.	Clause No:	Description	Deviation	Remarks

NOTE :**When there is no deviation, this sheet is to be submitted duly signed with an endorsement indicating "No Deviation". Deviations not indicated here will not be taken into consideration.**

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

SECTION V-B

13. Proposed modifications

Bidder's Name & Address: To

The G.M (HR&A), TR&AS
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8^{TH} Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata:- 700 091

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

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

Date:

Place:

(Signature).....

(Authorised Representative of bidder).....

(Designation).....

Name of the bidder: .....

Note:

- ***This format is to be used for submission of Pre-bid queries only and this will not be considered as bidding document.***

14. Purchase Order

Ref. No.: Date:

To,
Supplier's Name & Address
……

Attn: Mr……..

Sub: Order for ……[brief description of scope of supply]……

Ref: (i)NIT No: …….

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

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

Dear Sir,

With reference to the above, we are pleased to place an Order with you for the Materials at the price and terms and conditions stipulated hereunder:

Sl. No.	Description of Materials	Unit of Measure	Quantity	Total landed price inclusive of all taxes and duties during the entire two years contract period	Total Amount (Rs)
1	Leather Made Safety Shoe{ IS-15298}	Pairs	2500		

TERMS AND CONDITIONS

1. Price
   Above prices are firm and not subject to any variation on any account except taxes and duties as per GPC.7

   The prices given above are inclusive of packing, forwarding, loading and unloading at Site and at Supplier's works and inclusive of cost of transportation up to the place of delivery and transit insurance. The prices given above are exclusive of Excise Duty and Sales Tax, or any other taxes and duties applicable which will be paid extra at actual on production of documentary evidence in terms of clause 2 below.

2. Taxes & Duties:

   Central Sales Tax: Central Sales Tax at concessional rate against issue of relevant declaration form by WBSETCL, where applicable, will be paid extra at the rate prevailing on the scheduled date of or the actual delivery date, whichever is lower. The supplier is requested to furnish one copy of each of the invoice/ bills duly attested by the Paying Authority to the Assistant Manager (F&A), of the respective ordering units for facilitating issue of Sales Tax Declaration form

   Excise duty: This will be paid, where applicable, on production of **original documentary evidence** as a proof of Excise Duty payment, at the rate applicable at the time of scheduled physical delivery date or the actual delivery date, whichever is lower.

   [Note: Provisions relating to any other relevant taxes/duties, if applicable, for specific Materials should be mentioned in this clause]

3. Performance Guarantee: You are required to submit within thirty (30) days of the date of issue of this Order, the Performance Guarantee equivalent to ten percent (10%) of the value of the Order from a scheduled commercial bank in the prescribed Proforma given in Annexure: 15a of Section V-B valid up to ninety (90) days after the Defect Liability Period of **Twenty four (24) months** from the date of last delivery of any integral part of the Materials, with an additional claim period of ninety (90) days.

4. Inspection & Testing

   The provisions relating to Inspection & Testing shall be governed by GPC.12. The Supplier shall address the inspection calls to General Manager(HR&A) TP&AS, WBSETCL and endorse a copy to Addl Chief Engineer , Safety Cell WBSETCL.

5. Consignee

   The details of consignee are as per Annexure 18:

   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 (DI).

6. Delivery Schedule

   Any place within the state of West Bengal. Notwithstanding the details of consignees mentioned

7. Submission of Delivery Challan

   Copies of delivery challan in triplicate are to be submitted to the consignee along with the Materials at the time of physical delivery. The original and duplicate copies of the delivery challan duly signed by the consignee officer, as indicated in the Payment Clause, will be returned to the Supplier.

8. Paying Authority:

   Respective ordering units under WBSETCL on due course.

9. Payment

   Ninety percent (90%) payment along with hundred percent (100%) taxes and duties against submission of original invoice and original receipted challan signed by …….[insert relevant consignee officer]…….. attached to the respective stores and MICC-cum-DI will be made within …….[forty-five (45)]……. days from the date of submission of bills directly to the Bill Passing Authority. The balance ten percent (10%)

payment [insert if applicable …….inclusive of Price Variation Bill with supporting documents……] will also be made within …….[forty-five (45)]…….. days of submission of bills to the Bill Passing Authority along with Stores Receipt Voucher (SRV).

(The Purchaser may revise the payment terms on case-to-case basis)

10. Defect Liability Period

    The Defect Liability Period shall be 24 (twenty) months from the date of last despatch of any integral part of the Equipment/ Materials, as applicable.

    This Order is being issued to you in duplicate. Please acknowledge the receipt of this Order and convey your acceptance within seven (7) days from the date of issue of this Order by returning one(1) copy duly signed with stamp and recording "Accepted unconditionally". If no acceptance/communication is received within seven(7) days, it will be considered that the Order has been accepted.

11. The Address for correspondence of Purchaser and Supplier is as follows:

    To

    The G.M(HR&A), TP&AS
    West Bengal State Electricity Transmission Company Limited
    Vidyut Bhavan (8^{TH} Floor), Block-'D',
    Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

    Address of Supplier:

    ……..
    ……..

12. This Purchase Order shall be subject to the Technical Specifications and terms and conditions as mentioned in GPC and NIT which shall form an integral part of this Order.

    Enclosure: Technical specifications and General Purchase Conditions

Yours faithfully,
for and on behalf of
…….(Authorised Signatory)……
..…….(Name of the Purchaser)……..

15a. Performance Guarantee

(To be stamped in accordance with Stamp Act)

Bank Guarantee No. .....

Date.....

To
The G.M(HR&A), TP&AS
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Dear Sirs,

In consideration of West Bengal State Electricity Transmission Company Limited (hereinafter referred toas WBSETCL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s …… with its Registered/ Head Office at …… ……(hereinafter referred toas the 'Supplier' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Purchase Order No…….. dated …….. Valued at ……. for …….. (Scope of supply)…….. and the Supplier having agreed to provide a Performance Guarantee in terms of the provisions of the said Order for faithful and due fulfillment of all obligations under the Order equivalent to **……[*insert ten percent (10%) of the said value of the Order*]**….. to the WBSETCL.

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

WBSETCL shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Order by the Supplier. WBSETCL shall have the fullest liberty without affecting in any way this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Order

between WBSETCL and the Supplier or any other course of remedy or security available to WBSETCL. The Bank shall not be released of its obligations under these presents by any exercise by WBSETCL of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of WBSETCL or any other indulgence shown by WBSETCL or by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.

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

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

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

Dated this ……day of …….20 …… at …….
Witness:

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

Authorized vide

Power of Attorney No:…….

Date…….

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

15b. Performance Guarantee

(To be stamped in accordance with Stamp Act)

[To be submitted by Supplier after successful completion of supply, in case defect liability period of Materials is more than eighteen (18) months]

Bank Guarantee No. .....

Date.....

To
The G.M(HR&A), TP&AS
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Dear Sirs,

In consideration of West Bengal State Electricity Transmission Company Limited (hereinafter referred to as WBSETCL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s …… with its Registered/ Head Office at …… ……(hereinafter referred toas the 'Supplier' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Purchase Order No…….. dated …….. valued at ……. for …….. (Scope of supply)……. and the Supplier having provided a Performance Guarantee for faithful and due fulfillment of all obligations under the Order equivalent to **……[*insert ten percent (10%)of the said value of the Order*]**….. to the WBSETCL.

Further, the Supplier having successfully completed the supply of Equipment / Materials as per terms and conditions stipulated in the said Order is required to provide a Performance Guarantee for faithful and due fulfillment of all obligations during the defect liability period in terms of the provisions of the said order equivalent to **……[*insert five percent (5%)of the said value of the Order*]**….. to the WBSETCL

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

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

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

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

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

Dated this ……day of …….20 …… at …….

Witness:

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

Authorized vide

Power of Attorney No:…….

Date…….

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

16. Additional Bank Guarantee

(To be stamped in accordance with Stamp Act)

To be submitted by Supplier, in case Materials are taken to the works of the Supplier for repairs

Bank Guarantee No. .....

Date.....

To
The G.M(HR&A), TP&AS
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Whereas West Bengal State Electricity Transmission Company Limited (hereinafter referred to as WBSETCL which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) have awarded to M/s …… with its Registered/ Head Office at …… ……(hereinafter referred toas the 'Supplier' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Purchase Order No…….. dated …….. valued at ……. for …….. (Scope supply) …… and the same have been unequivocally accepted by the Supplier under which the Supplier during the Defects Liability Period has certain obligations with regard to repair and replacement of defective material/equipment as per terms of the Purchase Order.

And whereas as per clause 17.3 of General Purchase Conditions of the said Purchase Order, the Supplier is required to submit an unconditional and irrevocable Bank Guarantee in favour of WBSETCL for the value of Equipment / Materials under the ownership of WBSETCL which are to be physically removed by the Supplier from the premises of WBSETCL to the works of the Supplier or any other place for the purpose of repair, rectification and/or replacement and returning back the Equipment / Materials to WBSETCL after carrying out such repairs, rectification or replacement at Suppliers cost.

We …….. (Name and Address of the Bank)…….. having its Head Office at ……#…….. hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee unconditionally and undertake to pay WBSETCL, on demand any and all monies payable by the Supplier to the extent of ……..[* insert amount in figures and words]…….. as aforesaid at any time up to**……..@.....**.(day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Supplier. Any such demand made by WBSETCL on the Bank shall be conclusive and binding notwithstanding any difference or dispute between WBSETCL and the Supplier or any dispute pending before any Court, Tribunal or any other Authority. The bank hereby expressly agrees that it shall not require any proof in

addition to the written demand from WBSETCL made in any format, raised at the above mentioned address of the Bank in order to make payment to WBSETCL.
The Bank undertakes not to revoke this guarantee during its currency without previous consent of WBSETCL and further agrees that the guarantee herein contained shall continue to be enforceable till …..[thirty (30)]…… days after the validity of this guarantee.

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

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

This Bank Guarantee shall be interpreted in accordance with the laws of India and the courts at Kolkata shall have the exclusive jurisdiction.

The Bank represents that this Bank Guarantee has been established in such form with such content that is fully enforceable in accordance with its terms against the Bank in the manner provided herein.

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

All rights of WBSETCL under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by WBSETCL under this Guarantee against the Bank within [thirty (30)] days from the above mentioned expiry date of validity or, from that of the extended date.

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

WITNESS **SIGNATURE OF AUTHORIZED SIGNATORY OF THE BANK**

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

Authorized vide
Power of Attorney No:…….
Date…….

Note: 1. (*) The amount shall be the value of the Materials taken over by the Supplier for repairs or rectification.
(#) Complete mailing address of the Head Office and issuing branch of the Bank to be given with fax no./telephone no. of the contact person
(@)The bank guarantee shall be valid for a period as mutually agreed upon by the Supplier and WBSETCL.

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

17. Validity Extension of Bank Guarantee

(To be stamped in accordance with the Stamp Act)

Bank Guarantee No. .....

Date.....

To
The G.M(HR&A), TP&AS
West Bengal State Electricity Transmission Company Limited
Vidyut Bhavan (8TH Floor), Block-'D',
Bidhannagar, Block-DJ, Sector-II: Kolkata: 700 091

Dear Sirs,

Sub.: Validity Extension of Bank Guarantee No. ..... dt.....for Rs..... favouring yourselves, expiring on.....on account of M/s..... in respect of Order for.....(insert brief scope of supply)..... for..... Purchase Order No. .....dated..... (hereinafter called original Bank Guarantee).

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

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

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

Yours Faithfully,

(Signature)……..

(Name & Designation)……..

(Bank's Seal)……..

Authorised vide Power of Attorney No

…….