WESTBENGALSTATEELECTRICITYTRANSMISSIONCOMPANYLIMITED

Tender Document for

"Manufacture, Testing, Supply and Delivery of different type Hardware fittings for sub-station and EHV Lines against different TAA as required for different Sub-Stations under Kasba Area Office WBSETCL"

NIe-T No. KAO/ELECT/HARDWARE FITTINGS/2024-25/011 DTD:31.07.2024

SectionI-IV
Notice Inviting Tender (NIT)
Instruction to Bidders
(ITB)GeneralPurchaseConditions(G
PC)
TechnicalSpecifications

WBSETCL

OFFICEOFTHEAREA MANAGER,
KASBA AREA OFFCE
WESTBENGALSTATEELECTRICITYTRANSMISSIONCOMPANYLIMITED 21, CHOWBAGA ROAD, PO & PS: TILJALA, KOLKATA-700039.

These documents are meant for the exclusive purpose of bidding against this NIT and shall not be transferred,reproducedorotherwiseusedforpurposesotherthanthatforwhichtheyarespecifically issued.

Contents

SectionI-NOTICEINVITINGe-TENDER 4
SectionII-INSTRUCTIONTOBIDDERS 13
ITB.1. Responsibilityofbidders 13
ITB.2. Clarificationsonbiddingdocuments 13
ITB.3. Amendmentofbiddingdocuments 13
ITB.4. Righttosplit Order 14
ITB.5. Languageofthebid 14
ITB.6. Documentsconstitutingthe bid 14
ITB.7. Costofbidding 15
ITB.8. Bid Prices 15
ITB.9.Periodofvalidity of bids 16
ITB.10. Bid Security 17
ITB.11. Submissionofbids 18
ITB.12. DeadlineforSubmissionof bids 24
ITB.13. Withdrawalofbids 24
ITB.14. Bid Opening 25
ITB.15. Clarificationonbids 25
ITB.16. Correctionofarithmeticalerrorsinpricebid 26
ITB.17. DeliverySchedule 26
ITB.18. ProcedureofEvaluationofbids 26
ITB.19. PurchaseOrder 27
ITB.20. Variations 27
ITB.21. CorruptorFraudulent Practices 28
ITB.22.WBSETCL's right to accept any bid, and to reject any or allbids 28
SectionIII-GENERALPURCHASECONDITIONS 29
GPC.1.Definitions 29
GPC.2. GoverningLaw 30
GPC.3. Disputes 30
GPC.4. TermsandProcedureforPayment 30
GPC.5. SpecificationsandDrawings 31
GPC.6. PerformanceGuarantee 31
GPC.7.Taxes,DutiesandOtherLevies 32
GPC.8. Patentrights&Royalties 33
GPC.9. DesignandEngineering 33
GPC.10. QualityAssurancePlan 33

GPC.10. QualityAssurance Plan 33
GPC.11. Packing 33
GPC.12. Inspection&Testing 34
GPC.13. Delivery 35
GPC.14. RemovalofrejectedEquipment/Materialsandreplacement 36
GPC.15. Risk Purchase 36
GPC.16. LiquidatedDamages 36
GPC.17. DefectsLiability 37
GPC.18. Complianceofregulations 37
GPC.19. ForceMajeure 38
GPC.20. Termination 38
GPC.21. Assignment 38
SectionIV-Technical Specifications 39
SectionV -SpecialCondition of Contract 43

SectionI-NOTICEINVITINGe-TENDER

WestBengalStateElectricityTransmissionCompanyLimited

(AGovt. ofWest Bengal Enterprise)
CIN:U40101WB2007SGC113474

OFFICEOFTHEAREA MANAGER,
KASBA AREA OFFCE
WESTBENGALSTATEELECTRICITYTRANSMISSIONCOMPANYLIMITED 21, CHOWBAGA ROAD, PO & PS: TILJALA, KOLKATA-700039.

ABRIDGEDNOTICEINVITINGe-TENDER

For

"Manufacture, Testing, Supply and Delivery of different type Hardware fittings for sub-station and EHV Lines against different TAA as required for different Sub-Stations under Kasba Area Office WBSETCL".
[OpenDomesticCompetitive Bidding]

NIe-TNo:KAO/ELECT/HARDWARE FITTINGS/2024-25/011 DTD:31.07.2024

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

Interested bidders may obtain bidding documents by registering themselves to the e-tendering portal(https://wbtenders.gov.inorhttps://etender.wb.nic.in)and therebydownloadingthebidding documents from 31.07.2024at 06:00 pmand shall be submitted (online) up to 03.00 pm on 28.08.2024.

DetailedNITmaybeseen&downloaded fromWBSETCLwebsite(www.wbsetcl.in).

WESTBENGALSTATEELECTRICITYTRANSMISSIONCOMPANYLIMITED
(AGovt.ofWestBengal Enterprise)

OFFICEOFTHEAREA MANAGER,
KASBA AREA OFFCE
WESTBENGALSTATEELECTRICITYTRANSMISSIONCOMPANYLIMITED 21, CHOWBAGA ROAD, PO & PS: TILJALA, KOLKATA-700039.

ABRIDGEDNOTICEINVITINGe-TENDER

For

"Manufacture, Testing, Supply and Delivery of different type Hardware fittings for sub-station and EHV Lines against different TAA as required for different Sub-Stations under Kasba Area Office WBSETCL".
[OpenDomesticCompetitive Bidding]

NIe-TNo:KAO/ELECT/HARDWARE FITTINGS/2024-25/011 DTD:31.07.2024

WBSETCL invites e-tender (Submission of Bid through online) through local competitive bidding (LCB) single stage double folder bids from eligible and qualified bidders for supply &deliveryofHardwarefittingswithaccessories&ClampsConnectorsinrespectofthework as follows:
Interested bidders may obtain bidding documents by registering themselves to the e-tendering portal(https://wbtenders.gov.inorhttps://etender.wb.nic.in)and therebydownloadingthebidding documents from **31.07.2024 at 06:00 pm and shall be submitted (online) up to 03.00 pm on 28.08.2024.**

1.0 **Briefscope ofwork:**

"Manufacture, Testing, Supply and Delivery of different type Hardware fittings for sub-station and EHV Lines against different TAA as required for different Sub-Stations under Kasba Area Office WBSETCL" .

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

Biddingdocument No	:	**KAO/ELECT/HARDWARE FITTINGS/2024-25/011 DTD:31.07.2024**
Nameofwork		Manufacture, Testing, Supply and Delivery of different type Hardware fittings for sub-station and EHV Lines against different TAA as required for different Sub-Stations under Kasba Area Office WBSETCL

NITcost Estimate	:	**Rs 13,50,149.00** (Rupees Thirteen lakh Fifty thousandO n e hundredForty-nine only)excluding **GST.**
DateofuploadingofNIT&otherDocuments (online) (Publishing Date)	:	31.07.2024
Documentsdownloadstartdate(Online)	:	31.07.2024by06:00pm.
RequestforPre-Bidclarificationstobesentto theaddress givenin clause12.0	:	Upto07.08.2024 by03:00pm.
Pre-bidmeeting	:	09.08.2024at03:00 pm.
Bidsubmissionstartdate **(Online)**		13.08.2024from 09:00am.
Bid Submission closing(**Online**)	:	28.08.2024up to 3:00 pm.
LastDateofsubmissionofBidSecurity/ EarnestMoneyDepositinOriginal(If submitted in the form of **Bank Guarantee) (Off line)**		29.08.2024 up to 1:00 pm.
Openingof bid (Online) [Techno-commercialbid]	:	30.08.2024from3:00pm.
Openingof Pricebid (Online)	:	The bidders shall be informed of the date&timeoftheopeningofthe price bid at a later stage after techno-commercial evaluation.
Bid Security(EMD)		**Rs13,600.00**[Rupees Thirteen thousand Six hundred only]
Completiontimeforthesupply work		**3(Three)months**fromthedateof placement of the Order.

In the event of e-filling, intending bidder may download the tender documents from the website https://etender.wb.nic.inor https://wbtenders.gov.indirectly with the help of Digital Signature Certificate. Necessary cost of Bid Securityas mentioned above may be remitted through in the form of a Demand Draft/ Pay order/ Banker's Chequepayable at Kolkatadrawn in favour of **" WBSETCL KASBA AREA OFFICE "** from any scheduled bank payable at Kolkata and also to be documented through e-fillingor a **BankGuarantee** from any scheduled commercial bank favoring WBSETCL which shall remain valid for a period of one hundred and eighty (180) days from the next dayof bid opening datewithafurtherclaimperiodofthirty(30)days.TheoriginalDemandDraft/PayOrder

against Bid Security (in the form of Bank Guarantee)(As per Annexure-3a)[As Statutory Document] should be submitted physically(offline)in the **"Tender Box"**to the office of the SE & Area Manager ,Kasba Area Office, New Administrative Building2nd Floor, 21, Chowbaga Road, PO & PS: Tiljala, Kolkata-700039, **29.08.2024 up to 01.00 pmunder sealed cover containing name of the work, NIT No along with the communication address of the bidder**on or before the scheduled date & time as specified above.

3.0 Uploading of bidding documents shall not automatically construe that the bidder fulfils the Qualifying Requirements which shall be determined during bid evaluation based on data/documents submitted by the bidder. No request for sending the bid documents by post or by Courier Service shall be entertained. Bid documents are not transferrable.

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

5.0 **The bidder must offer full tendered quantity ofthe Materials. Bid submitted by the bidders for quantity less than the tendered quantity against any Group specified above shall be liable for rejection. Also, the Bidder must upload the BOQ satisfactorily in accordance with their offered item(s); otherwise, the bid may be summarily rejected**.

6.0 All bids shall remain valid up to a minimum period of ninety (90) days from the next day of price bid opening date.

All bids must be supported by B**id Security (EMD)** for an amount of **Rs 13,600.00** [Rupees Thirteen thousand Six hundred only].Details guidelines here under for submission of bid-security in online mode:

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

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

   i. Net-bankingthroughPaymentGateway.

   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 (i.e. **Bank Guarantee of an amount of Rs 13,600.00** [Rupees Thirteen thousand Six hundred only]**with validity for a period of 180 days from the dateof opening of Technical Bids with a claim period of another 90days thereafter**) along with requisite testimonials for proportional EMD in the EMD exemption document upload section. Physical copy

of BG shall be submitted within the stipulated date at the Office of **the SE & Area Manager ,Kasba Area Office, New Administrative Building 2nd Floor, 21, Chowbaga Road, PO & PS: Tiljala, Kolkata-700039.**

OR

iii. Allbidsmustbesupportedby**BidSecurity(EMD)**foranamountof**Rs 13,600.00** [Rupees Thirteen thousand Six hundred only]**with validity for a period of 180 days from the dateof opening of Technical Bids with a claim period of another 90days there after**) .Bidders must submit the **Bid security physically within the stipulated date as above at the office of the SE & Area Manager ,Kasba Area Office, New Administrative Building 2nd Floor, 21, Chowbaga Road, PO & PS: Tiljala, Kolkata-700039 in** the **"Tender Box"**within the date as specified above and to be documented along with the bid and submitted online. Non submission of the acceptable bid security along with prescribed cost of bidding documents as specified here, in a sealed cover or submission of bid security and cost of bidding document of inadequate value shall be rejectedby the WBSETCL and in such cases bids shall be considered as non- responsive.

c. EMDamountcanbepaideitherin onlinemodeorsubmittedthroughBankGuarantee (BG) in full. Partial payment through online mode and remaining submission through BG is not allowed.

d. GENERALINSTRUCTIONSFORONLINEPAYMENT:

- The bidder will have to mandatorily pay through **Net-banking facility** once Net banking mode is opted for payment.
- Before submission of EMD amount through online mode, bidders will have to opt for tender cost/fees Exemption in e-tender portal and must upload scanned copy of the necessary Bank D.D/B.C. for Tender Cost.
- Only a single value can be entered as EMDamount 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 ofactualEMDamountanduploadtherequisitetestimonialsfor proportional EMD and its proportional amount is to be paid in formBG/ online mode. By clicking Tender Fees/Cost exemption

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

e. Refund/SettlementofEMDAmount:

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

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

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

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

OR

- **Refund/SettlementofEMDAmountasperthepreviousprocedure.**

8.0BidshallberejectedbytheWBSETCLifthebidderfailstosubmitoriginalBankGuarantee /Demand Draft /Pay order against Earnest Money Deposit (EMD) physically to the office of the **SE & Area Manager ,Kasba Area Office, New Administrative Building 2nd Floor, 21, Chowbaga Road, PO & PS: Tiljala, Kolkata-700039** in the **"Tender Box"**under sealed cover on or before the scheduled date & time as specified above.

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

9.0QualifyingRequirementsfor bidders:

9.1. Followingshall bethe qualification requirements:

A) Technical:

1. ***The bidder must have the credentials/final revised order for similar work such type ofsupply of hardware fittings in a single contract ofamount not less than Rs. 8.10 lakhs excluding taxes in the preceding 5(five) financial years under Central/State Government, or reputed power utilities of PSUs.***
2. ***The bidder must have own fabrication unit with required tools & plants for different hardware fittings and connectors etc.***

3. ***BiddershouldhaveaccesstotheNABLaccreditedtestinglaboratoriesfor different testing as per requirement.***
4. ***Biddershouldhavethe enlisted ofWBSETCL.***
5. ***LOAshould beplaced asper theItemwiselowest bidder.***

B) Financial:

a) TheNetWorthattheendoflast financialyear shallbepositive.

b) The Minimum Annual Average Turnover (MAAT) for the best three financial years out of the last five financial years for which the audited accounts are available shall not be less than Rs 20.25 Lakh (Rupees TwentypointTwo Five lakh only).

c) ***The bidder should have liquid asset (L.A) and / or evidence of access to or availability of credit facility of equivalent amount not less than Rs 3.38Lakh(Rupees Three point Three Eight lakh only).***

d) ***Theparticipatingvendorshouldberegisteredfor GST.***

C) PersonnelCapability:

Detailsbythe biddershall befurnishedin theiroffer. Biddersshall upload scannedcopiesofvalidandauthenticateddocumentationinsupportofhis capability/experience/requirement and qualification.

[Non-statutory documents]: -The bidder shall upload, as part of his techno-commercial bid, documents establishing the bidder's qualifications to execute the Order to the satisfaction of the WBSETCL. All documents required to establish bidder's financial and technical qualification must be submitted as part of techno-commercial bid. In particular, the following documents need to be uploaded by the bidder:

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

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

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

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

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

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

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

or

ITReturndulyacknowledgedbythetaxdepartmentforthelastfive(5)years(in case of bidders other than companies).

[**ApplicabilityuptotheextentofmeetingFinancialQR**]

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

i. RegisteredDeedofpartnershipFirm/Articleof Association&Memorandum

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

N.B.: ***The Original Power of Attorney in favour of Signatory of the Bid as perAnnexure: 4OR a valid General Power of Attorney in favour of Signatory of theBid(duly notarized) and an Affidavit regarding Eligibility (duly notarized) as perAnnexure: 6 of Section V-A of the bidding documentsshall be submitted physically ina sealed envelope to the Office of the Additional Chief Engineer, KolkataTransmission Zone, WBSETCL under sealed cover on or before the scheduled date &time as specified above.***

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

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

11.0 **DeliverySchedule**

The total delivery schedule is 03(Three) Months from the date of placement of order.

Placeofdelivery:Kasba 220KV Sub-station, WBSETCL

AsperAnnexure-A.

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

12.0 Addressforseekinganyclarifications on thebiddocuments:

OFFICEOFTHEAREA MANAGER,
KASBA AREA OFFCE
WESTBENGALSTATEELECTRICITYTRANSMISSIONCOMPANYLIMITED
NEWADMINISTRATIVEBUILDING,2NDFLOOR,21,CHOWBAGAROAD,
PO & PS: TILJALA, KOLKATA-700039
EMAIL: kasbaareatcl@gmail.com||**PHONENUMBER**:(033)2981-2020, 2412-1532
GSTINof WBSETCL:19AAACW6952G1Z0

13.Detailed NIT and bidding documents are also available on WBSETCL website (www.wbsetcl.in)andcanbedownloadedfromthewebsiteforbidders‟information. Bid submission should however be made on the bid documents purchased from WBSETCL andas amended from time to time.

10. **Delivery Schedule:** All materials are to be make ready for delivery within **3 (Three) Months**fromthedateofapprovalofDrawingsatthestoreofconcernedSub-Station.

Drawingsaretobesubmittedbythemanufacturerwithin15(Fifteen)daysfromthedate of placement of order. The deliveryschedule mentioned herein is inclusive of the period required for conducting tests, inspection etc. if so required by the Purchaser.

11. **ControllingOfficer:**TheControllingOfficerwillbeSE&AreaManager,KasbaArea Office, WBSETCL.

12. **ConsigneeOfficer:**TheDE (E),Kasba220KVSub-Station, WBSETCL

13. **PayingOfficer:**ThePayingAuthorityshallbethe Asst. Manager(F&A), KasbaArea Office, WBSETCL.

SectionII-INSTRUCTIONTOBIDDERS

ITB.1. Responsibilityofbidders

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

ITB.1.2. It shall be the sole responsibility of bidders to determine and to satisfy themselves by such means as they consider necessary or desirable as to all matters pertaining to this bidding process including in particular all factorsthat may affect the bid price and period of supply of Equipment/ Materials.

ITB.2. Clarificationsonbiddingdocuments

ITB.2.1. A prospective bidder requiring any clarification on bidding documents may notifythe WBSETCLin writing bypost or fax, as per Annexure: 13of Section V-B, to the address mentioned in NIT, not later than the date and time specified in NIT. The WBSETCLwill issue clarification(s) as he may think fit not later than fifteen (15) days prior to the deadline/ extended deadline for submission of bids prescribed by the WBSETCL. All such clarifications shall form part of the bidding documents and shall accompany the bidder's Proposal. Written copies of the WBSETCL"s response (including an explanationofthequerybutwithoutidentifyingitssource)willbeuploadedin the e-tendering portal in the corrigendum folder which shall be available to all the participant bidders.

ITB.2.2. Any queries sent by the bidders after the date and time notified in NIT orany extended date, if any, shall not be entertained.

ITB.3. Amendmentofbiddingdocuments

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

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

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

ITB.4. Righttosplit Order

TheWBSETCLreserves the right to split (Item wise L1Bidder) (maximumup to 50% subject to price matching with L1 bidder) the total quantity among more than one bidder.

ITB.5. Languageofthebid

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

ITB.6. Documentsconstitutingthe bid

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

a. Bidproposal asper Annexure:1 ofSection V-A.

b. FilledupAnnexure -2(BOQ)tobe uploadedin financialcover.

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

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

e. A Power of Attorney, in original, as per Annexure: 4 of Section V-A duly attested by a Notary Public, authorising that the person(s) signing the bid has/have the authority to sign the bid and to make the bid binding upon the bidder. A valid General Power of Attorney (duly notarized) in favour of Signatory of the Bid may also suffice this requirement.

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

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

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

i. Filled up Form furnishing Information on any history of litigation or arbitrationresultingfromcontractsexecutedinthelastfive(5) yearsor currently under execution as per Annexure: 8 of Section V-A

j. Technical ComplianceForm, dulydigitallysigned bythebidder, as per Annexure: 9 of Section V-A to demonstrate the adequacy of the bidder's proposals to meet the technical specifications.

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

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

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

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

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

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

q. TechnicalliteraturecatalogueoftheEquipment/ Materialsoffered

ITB.7. Costofbidding

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

ITB.8. Bid Prices

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

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

ITB.8.3. All the prices shall be quoted in INR (Indian rupees) only. Foreign exchange component or foreign exchange variation will not be entertained for anyreason whatsoever.

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

ITB.8.5. If any rebate/discount is offered, the overall discount in percentage shall be brought out in the Price Scheduleand taxes shall becharged after effectingthe amount of discount. Conditional rebates/discount, if any, offered by anybidder shall not be considered during bid evaluation.

ITB.8.6. In case WBSETCL observes that the L1 bidder has quoted a price which is twenty percent **(20%) less than**the WBSETCL"s cost estimate, WBSETCL then, shall askthe L1 bidder, for furnishing Additional Performance Guarantee (e.g. Bank Guarantee) equal to 10% of the NIT Cost Estimate valid up to the end of the Contract Period at bidder's expense. Such Additional Performance Guarantee shall remain valid up to the end of the Contract Period, with an additional claim period of ninety (90) days, failing which his bidsecurity may be forfeited.

ITB.8.7.PriceVariation

ITB.8.7.1.The prices quoted by the bidder shall befirmduring theentire period of delivery as specified in the Order and not subject to variation on any account whatsoever, except the statutory variations on account of taxes and duties on the direct transactions between the supplier and Purchase.

ITB.8.7.2.No pricevariation willbeallowed.

ITB.8.7.3.Nopricevariationwillbeallowedforbought-outEquipment/Materials,if any. [**Not applicable here**]

ITB.9.Periodofvalidity of bids

ITB.9.1. The bids submitted by the bidder shall remain valid for a period specified in NIT. A bid valid for a shorter period than that prescribed in the NIT shall be rejected by the WBSETCL.

ITB.9.2. In exceptional circumstances,WBSETCL may solicit the bidder's consent to an extension of bid validity for a further period without any change in the terms and conditions of the offer. The request and response thereto shall be made in writing bypost or fax followed bypost confirmation. The bidder may refuse the request without having his bid security forfeited. Bidders agreeingtotherequestwillneitherberequirednorpermittedtomodifytheirrespective

bids, but will be required to extend the validity of their bid securities correspondingly. The provisions of ITB. 10regarding discharge and forfeiture of bid security shall continue to apply during the extended period of bid validity.

ITB.10. Bid Security

ITB.10.1.The bidder shallphysically submit bid security along with a covering letter, as per Annexure : 3a of Section V-Afor an amount specified in the NIT, in the form of a Demand Draft/ Banker's Pay Order/ Banker's Cheque, at its optionfrom any scheduled commercial bank drawn in favour of "**WBSETCL KASBA AREA OFFICE** "payableatKolkata,or,aBankGuarantee from any scheduled commercial bank favouring WBSETCL which shall remain valid for a period of one hundred and eighty (180) days from the next day of final bid opening date with a further claim period of thirty (30) days, in the prescribed proforma in one (1) original and one (1) copy. The original Demand Draft / Pay Order/Bank Guarantee against Bid Security(As per Annexure-3b) should be submitted physically to the Office of the Additional ChiefEngineer,KolkataTransmissionZone,WBSETCLundersealedcoveron or before the scheduled date & time as specified in the Detailed NIT.

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

ITB.10.3. Thebid securityshallbeforfeited inthefollowing circumstances:

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

b. If the bidderdoes notaccept thecorrectionofitsbid pricepursuant toITB.16

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

ITB.10.4.Bidsecurityoftheunsuccessfulbidderswillbereturnedaspromptlyas possibleaftertheexpirationofthevalidityofbidsecurityoraftertheissueand acceptance of Purchase Order by the successful bidder, whichever is earlier.

ITB.10.5.The bidsecurityof the successful bidder will be discharged on furnishing the Performance Guarantee, where required to be furnished, as perGPC.6and acceptance of Orderby the bidder.

ITB.10.6. Nointerest shall accrue and bepaidbytheWBSETCLon the bidsecurity.

ITB.11. Submissionofbids

ITB.11.1. Tenderdocumentsmaybedownloadedfromwebsiteandsubmissionof Technical-Commercial Bid and Price Bid will be done by uploading the same inrespectivedesignatedfolderasperTimeSchedulestatedinSl.No.2of Detailed NIT. Both Techno-commercial Bid and Price Bid are to be submitted concurrently duly digitally signed in the website**https://wbtenders.gov.in/**or **https://etender.wb.nic.in**. The intending tenderers are required to quote the rate online. Tenders are to be submitted through online to the website in respective foldersatatimeforeachwork,oneinTechno-commercialProposal&the otherisPriceProposalbeforetheprescribeddate&timeusingtheDigital Signature Certificate (DSC). The virus scanned documents are to be uploaded dulydigitally signed. The documents will get encrypted (transformed into non readable formats).

ITB.11.2.The bid shall be duly digitally signed by the person duly authorized by the bidder. A scanned copyof original power of attorneyof the signatoryof bid as pertheformatgiveninAnnexure:4ofSectionV-AORavalidGeneralPower ofAttorneyin favour ofSignatoryof the Bidhasto be uploaded bythebidder.

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

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

ITB.11.5. Bidsshall besubmitted inthe mannerspecifiedhere under:

Generalguidancefore-Tendering:

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

i. Registrationof Bidder:

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

ii. DigitalSignaturecertificate(DSC):

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

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

iv. Participationinmorethanonework:

Aprospective biddershall beallowed to participatein the job either in the capacity ofindividual or as apartnerof a firm. If foundto have applied severallyin asingle job all his applications will be rejected for that job.

v. Submission ofTenders:

Tenders are to be submitted through online to the website stated above in two folders at a time for each work, one in Techno-commercial Proposal &the other is Price Proposal before the prescribed date &time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly DigitallySigned. The documents will get encrypted (transformed into non readable formats).

I. Techno-commercialProposal:

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

TechnicalPacket Cover:Containingthefollowingdocuments:

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

1st FolderName:->(BidProposal,PowerofAttorneyandAffidavit regarding Eligibility)

Documents:

a. Bidproposalasper**Annexure: 1**ofSection V-A
b. A scanned copy of Original Power of Attorney, as per **Annexure: 4** of Section V-A duly attested by a Notary Public, authorizing that the person(s) signing the bid has/have the authority to sign the bid and to make the bid binding upon the bidder is to be uploaded. (*While the original Power of Attorney shall be submitted physically(offline) to the Office of the Additional Chief Engineer, Kolkata Transmission Zone, WBSETCL under sealed cover on or before the scheduled date & time as specified in the detailed NIT.*

c. A scanned copy of Original notarized Affidavit regarding Eligibility as per **Annexure: 6** of Section V-A affirming the eligibility of the bidder is to be uploaded.(*While theoriginalAffidavitregardingEligibilityshallbe submitted physically(offline) to the Office of the Additional Chief Engineer, Kolkata Transmission Zone,WBSETCL under sealed cover on or before the scheduled date & time as specified in the detailed NIT*).

***2nd*FolderName:->(EMDand ForwardingLetterforBid Security)**

Documents:

a. A scanned copy of Bid Security, in the form of Bank Guarantee/Pay Order/Demand Draft, shall be as per **Annexure: 3b** of Section V-A is to be uploaded. (*While the original Bid Security shall be submitted physically(offline) to the Office of the Additional Chief Engineer, Kolkata Transmission Zone,WBSETCL under sealed cover on or before the scheduled date & time as specified in the detailed NIT*).

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

Documents:

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

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

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

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

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

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

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

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

Documents:

a. NIT
b. TechnicalSpecification
c. FilledupGuaranteedTechnicalParticularsFormat,ifprovidedwiththe Technical Specification
d. Corrigendapublished(if any).

B. **<u>OtherImportantDocument(OID)Cover</u>:**containingthefollowing documents:

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

ii. AuditedAnnual Accounts ofthe companyforthe last five(5) years(in caseof companies)

or

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

iii. RegistrationCertificateunderCompaniesAct.

or

Documentaryevidenceregardingcategoryofthemanufacturer(Micro/Small /Medium/Large)likeRegistrationCertificateissuedbySSI/NSIC/ Directorate of Industries etc.

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

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

vi. Confirmation regarding availabilityof in-house inspection/ testing facilities or access through other government approved agencies for performinginspection/ testing.

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

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

ix. RegisteredDeedofpartnershipFirm/Articleof Association&Memorandum.

N.B: Failure of submission of any of the above mentioned documents as stated under the head "**Technical Packet&Other Important Document Cover**" willrender the tenderer liabletobe rejectedforboth TechnicalPacket&Other Important Document Cover.

II. PriceProposal:

Priceproposalshouldconsistofthegivenbelowdocumentsandshouldbe uploaded in the given below manner:

1. DOCUMENTSWHICHSHOULDBEUPLOADEDINTHESUBFOLDERSPROVIDED UNDER "FINANCIAL "COVER

FOLDER NAME:->(BOQ)

DOCUMENTS:

a. BOQ.

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

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

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

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	TAN Registration No., Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws.

			LatestPTax(Challan) LatestITReceipt.
B.	Company Detail(s)	CompanyDetail	RegistrationCertificateunderCompaniesActor Documentary evidence regarding category ofthe manufacturer (Micro / Small / Medium / Large) like Registration Certificate issued by SSI / NSIC / Directorate of Industries/ Partnership Firm (Partnership Deed, Trade License)/ Society (Society Registration Copy, Trade License) etc. and Memorandum of AssociationandArticlesofAssociationofthe Company.
C.	Credential	Credential-1(TechnicalQR) Credential-2(other papers)	Performance Certificates from the user for successful operation of similar equipment. [Applicability up to the extent of meeting Technical QR]. Documentary evidence for delivery of the tendereditemssupportedbydulyacknowledged delivery challans or excise duty gate passes or, client's certificate [Applicability up to theextent of meeting Technical QR]. Copies of Type Test Certificate of the Equipment / Materials included in the scope of supply as per relevant IS / IEC. [Applicability up to the extent of meeting Technical Specification of the Tender] Confirmation regarding availability of in-house inspection/ testing facilities or access through other government approved agencies for performing inspection/ testing. TechnicalLiterature&Catalogue List of purchase order references for similar supplies in the past five (5) years with copies of un-priced/priced purchase orders and execution status of each order supported by duly acknowledged delivery challans or excise duty gate passes or, client's certificate in line with Annexure-5B&5CofSectionV-Aofthetender document.[Applicabilityuptotheextentof

			meetingTechnicalQR].
D	FinancialInfo		Audited Annual Accounts of the company for the last Five (5) years (in case of companies) or IT Return duly acknowledged by the tax department for the last Five (5) years (in case of bidders other than companies). Tax Audited Report along with Balance Sheet &Profit&LossA/c.forthelast5(Five)years (yearjustprecedingthecurrent Financial Year will be considered as year – I)

ITB.12. DeadlineforSubmissionof bids

ITB.12.1.Bids must be received by WBSETCL atthe online e-tendering portal address specifiedin NITnolaterthanthetimeanddatementionedinNIT.In theevent of the specified date for submission of bids being declared a holiday for the WBSETCL, the bids will be received up to the appointed time on the next workingday. Suchpostponementofdatewillnot haveanyimpact ontheother dates specified in the bidding documents (i.e. bid validity and validity of bid security).

ITB.12.2.The WBSETCL may, athis discretion, under intimation to the bidders whohavepurchased the biddingdocuments, extendthedeadlineforthe submission of bids/ opening of bids by issuing an addendum and hosting the same on the website, in which case all rights and obligations of WBSETCL and bidders previously subject to the original deadline shall thereafter subject to the deadline as extended.

ITB.12.3.In theevent, thedeadline forsubmission ofbidisextended bytheWBSETCL, the bidders who have already submitted their bids within the original deadline of submission shall have the option to upload their revised bid in substitution either in full or in part of earlier bid. In the absence of a revised bid, the original bidshall be considered for opening and subsequent evaluation. Wherever, the bidder has submitted the revised bid in full, in modification of earlier bid, the earlier bid shall be returned unopened to the bidder.

ITB.12.4.AnybidreceivedbytheWBSETCLafterthebidsubmissiondeadlineas perITB. 12will be rejected and returned unopened to the bidder.

ITB.13. Withdrawalofbids

ITB.13.1.The bidder shall not be permitted to withdraw their bid during the interval between bid submission deadline (as mentioned in NIT)and the period of bid validity as per ITB. 9.If any withdrawal of bid is made by the bidder duringthe above period, it shall result in the forfeiture of the bid security.

ITB.14. Bid Opening

ITB.14.1.WBSETCL will open the bids electronically at e-tendering portal by the authorized personnel(s) using their Digital Signature Certificate(DSC), at the scheduled date & time for opening of bids as mentioned in NIT or on the date and time as intimated to the bidder on successful completion of evaluation of techno-commercial bids in case of Single-stage two envelope bidding. The bidders‟ representatives who desire may attend/witness the bid opening event through e-tendering portal at their respective end. In the event of the specified date for the opening of bids being declared a holiday for the WBSETCL or suspended for any involuntarily reasons, the bids will be opened at the appointed time & date which shall be intimated/communicated to all the intending bidders.

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

ITB.14.3.Thebidders‟names,bidwithdrawalandthepresenceorabsenceofthe requisite bid security and such other details as WBSETCL, at his discretion, may consider appropriate will be notified in the e-tendering portal at the bid opening date.

ITB.14.4.InthecaseofSinglestagetwo-envelopebids,onthedateofopening ofbid, the techno-commercial bid shall only be opened. The date for opening of the Pricebidshallbeintimatedelectronicallyattheappropriatetimetothebidders whose bid is found responsive in the techno-commercial evaluation.

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

ITB.15. Clarificationonbids

ITB.15.1.Duringbidevaluation,WBSETCLmay,atitsdiscretionandifsorequired, ask the biddersfor anyclarification in support of their compliance to stipulated QualifyingRequirements (QR) or any other matter related to its bid except to the extent inITB.15.2. The request for clarification required from the bidder andthe response thereto shall be in writing and shall be delivered byregistered post/speed post/ courier/ hand delivery under acknowledgement/ email/ fax so as to reach the WBSETCL within the time specified in the request for clarification issued by the WBSETCL.

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

ITB.16. Correctionofarithmeticalerrorsinpricebid

ITB.16.1.Arithmetical errors will be corrected at the time of evaluation of price bid and the corrected figure will be considered for bid evaluation. The corrections in the bid price shall be done as per the provisions of this clause and shall be binding on the bidder. If the bidder does not accept the correction of errors as per the provisions of this clause, his bid will be rejected and the bid security will be forfeited.

ITB.16.2.If there is a discrepancybetween the product of unit priceand quantityand 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 thereis a discrepancybetween words and figure, the amount in words will prevail.

ITB.16.3.Thetotalpricesocorrectedshallbeconsideredforthepurposeofevaluation of bid. However for the purpose of award, the corrected price by the WBSETCL or the bid price quoted by the bidder, whichever is lower, will be taken.

ITB.16.4.Bidswillbecorrectedfortheratesoftaxes &dutiesifincorrect ratesaretaken by the bidder. For the purpose of bid comparison and evaluation, the rates of taxes&dutiesin forceasonseven(7)dayspriortothelastdateofsubmission of bids would be considered.

ITB.17. DeliverySchedule

The basic consideration and the essence of the Order shall be the strict adherencetothedeliveryschedulespecifiedinthedetailedNIT.Nocreditwill be given for earlier completion for the purpose of evaluation.

ITB.18. ProcedureofEvaluationofbids

ITB.18.1.The WBSETCL will carry out a detailed evaluation of the bids determined tobe 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 maybe liable to be rejected. Bidders shall submit a filled-in proforma as per Annexure:12 of Section V-A.

ITB.18.2.TheWBSETCLwilldeterminetoitssatisfactionwhethertheselected bidderhas submitted the lowest evaluated responsive bid and is qualified in terms of the qualifying requirements stipulated in NIT and has the adequate capacity and capability to execute the Order.

ITB.18.3.Wherever mentioned in the NIT, the evaluation will take into account the bidder's capacity and capabilities, in particular its work in hand and future commitmentswhereverrequired.Itwillbebaseduponanexaminationofthe

documentary evidence of the bidder's capability submitted by the bidder, as well as such other information as the WBSETCL deems necessary and appropriate.

ITB.18.4.The final evaluated bid prices[Total Landed Price] of all the bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest bid will be selected for placement of Order. However, the WBSETCL reserves the right not to accept the lowest bidder.

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

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

ITB.19. PurchaseOrder

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

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

ITB.20. Variations

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

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

ITB.21. CorruptorFraudulent Practices

ITB.21.1.TheWBSETCLrequiresthatthebidders/Suppliersobservethehighest standards of ethics during the procurement and execution of the Order.

ITB.21.2.In pursuance of this policy, the WBSETCL defines, for the purposes of this provision the terms set forth below as follows:

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

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

ITB.21.3.TheWBSETCLwillrejectabidorcancelthePurchaseOrderifalready placed, if it determines that the bidder recommended for award or on whomthe Purchase Order has already been placed has engaged in Corrupt or Fraudulent practices in competing for the Order in question.

ITB.21.4.The WBSETCL may declarea firmineligiblefor issue of PurchaseOrder, either indefinitely or for a stated period of time, if it any time determines that the firm has engaged in Corrupt or Fraudulent practices in competing for or in executing an earlier order of the WBSETCL.

ITB.22.WBSETCL's right to accept any bid, and to reject any or allbids

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

SectionIII-GENERALPURCHASECONDITIONS

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 givenby the Supplier commencing at completion of the supply, during which the Supplier is responsible for rectification of defects and damages with respect to the Equipment / Materials as provided in GPC.17

GPC.1.2.Theterms“Equipment”and“Materials”shallmeanandincludeallthingsto be provided by the Supplier in terms of the provisions of the Order.

GPC.1.3.“GPC”meanstheGeneralPurchaseConditionshereof.

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.“PriceSchedule”meanstheschedulesoranypartorindividualschedule thereof, submitted by the bidder with his bid.

GPC.1.6.“PurchaseOrder” (PO) orOrdermeansnotice ofacceptance ofthebidin writing to the successful bidder, indicating the sum WBSETCL will pay forthe 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,andincludesitslegalsuccessorsandpermitted assigns.

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

GPC.1.9.Siteincludestheplaceorplaces,whereEquipment/Materialsaretobe delivered and/or the place of installation of Equipment/ Materials as specified by the WBSETCL.

GPC.1.10.Order valuemeans the sum total of contract price stated in the Letter ofAward as payable to the supplier for supply of the equipment/ materials under the scope of the order subject to such addition & adjustment thereto or deductions there from as may be made pursuant to the terms of the Order. In case where separate identifiable equipment/ materials can be delivered and takenoverbythepurchaserandforwhichseparatedeliveryscheduleis

provided in the Order, in relation to such supply, the order value shall meanthepricerelatable tosuch suppliescompletedandtakenover bythe Purchaser.

GPC.2. GoverningLaw

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 WBSETCLandtheSupplierinconnectionwithorarisingoutoftheOrder,the parties will make every effort to resolve amicably such dispute or differenceby 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 intentionto 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 totime. 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,theSuppliershallcontinuetoperform hisobligationsinaccordance 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. TermsandProcedureforPayment

GPC.4.1.The payments to thesupplier for the performance of the Order will be made by the WBSETCL as per terms and conditions specified in the Purchase Order. NopaymentmadebytheWBSETCLhereinshallbedeemedtoconstitute

acceptance by the WBSETCL of the Equipment / Materials or any partthereof. The currency of bid and payment shall be Indian rupees and noforeign exchange variation will be permitted except as provided in the Price Variation formula.

GPC.4.2.Price variation, where applicable, will be allowed on quoted ex-works price of bidders‟ own manufactured Equipment / Materials only up to the scheduled date of deliveryor actual date of deliverywhichever is earlier. Anyincrease in price, beyond the scheduled delivery period of the Order will not be borne by WBSETCL, if the delay is due to any default on the part of the Supplier. However,ifthedelayis attributabletothe WBSETCL,priceescalationwillbe borne by the WBSETCL.

GPC.5. SpecificationsandDrawings

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

GPC.6. PerformanceGuarantee

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

GPC.6.2.In cases where the Defect Liability Period is more than eighteen (18) months, the existingPerformance Guarantee of three percent (03%) shall be reduced to five percent (1.5%) of the value of the Order, on completion of supply. The existing performance guarantee shall be returned to the Supplier on the submission of a fresh performance guarantee as per the format provided in Annexure: 15b of Section V-B, valid up to ninety (90) days after the Defect Liability Period, as mentioned in the Purchase Order, with an additional claim period of ninety (90) days.

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

GPC.6.4.TheWBSETCLreservestherighttoverifytheauthenticityofthe Performance Guarantee from the issuing bank.

GPC.6.5.ThePerformanceGuaranteeshallbeexecutedonnon-judicialstamppaper. The guarantee is liable to be forfeited in case of non-compliance of Order or failure to complete the Order. Order is liable to be cancelled for non- submission of Guarantee in time with forfeiture of earnest money (bid security).

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

GPC.6.7.ThePerformanceGuaranteeisliabletobeinvokedondemandof WBSETCL,for any breach under the Order irrespective of any dispute or difference between WBSETCL and the Supplier, pending before any court, tribunal or any other authority,

GPC.6.8.ThePerformanceGuaranteeshallbereturnedtotheSupplierwithinninety (90) days after receipt of request for release of Performance Guarantee along with certification regarding completion ofDefects 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 thePerformance Guarantee by the WBSETCL, irrespective of date of release.

GPC.7.Taxes,DutiesandOtherLevies

GPC.7.1.CGST and SGST/UTGST or IGST, as the case may be,and any other levies/ dutiespayableshallbeshownseparatelyinthe taxinvoice.Thisshallbetothe account of the WBSETCL, unless otherwise mentioned in the Purchase Order.

GPC.7.2.For the purpose of the Order, the price for the ordered quantityis 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 TaxoccursinthecourseoftheperformanceoftheOrder,whichwasorwillbe assessed on the Supplier in connection with performance of the Order, an equitable adjustment of the Order price shall be made to fully take intoaccount any such change by addition to the Order price or deduction there from, as the case may be. The WBSETCL shall not be liable to make any adjustment for the change in Tax in respect of transactions between Supplier and its sub-vendors, as disclosed in Annexure: 7 of Section V-A.

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

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

GPC.7.5.WBSETCLshall deduct tax from thepayment madeorcredited to thesupplier on the taxable goods at applicable rate.

GPC.8. Patentrights&Royalties

GPC.8.1.Royaltiesand fees forpatents covering Equipment / Materials shall bedeemed to have been included in the price quoted by the Supplier. The Supplier shall satisfyall demandsthat maybemadeat anytimeforsuchroyaltiesorfees and healoneshallbeliableforanydamagesorclaimsforpatentinfringements and shall keep the WBSETCL indemnified in that regard.

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

GPC.9. DesignandEngineering

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

GPC.10. QualityAssurancePlan

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

GPC.11. Packing

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

GPC.12.Inspection&Testing

GPC.12.1.**TheSuppliershallgiveatleastfifteen(15)dayspriorintimationabout the readiness of the Equipment / Materials** at the Supplier's works for testing and inspection. Supplier while making the inspection call shall:

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

GPC.12.2.The Inspection will be carried out by the Engineering department/ (O&M) department of WBSETCL. The WBSETCL shall,at first confirm by the quickestpossiblemeansandlaterinwriting,ofhisintentiontoattend thetests. The WBSETCL shall attend the testing at the place so named within this period.The Equipment / Materials shall be subjected to tests as per relevant standards mentioned in the Technical Specification. If the standard has the provision of routine tests, each Equipment / Materials shall be subjected to those routine tests. If the Equipment / Materials are found acceptable after inspection and testing, the same shall be suitably markedby the WBSETCL"s inspecting officer. All necessary assistance in this regard shall be extended by the Supplier to the WBSETCL"s inspecting team free of cost.

GPC.12.3.IftheWBSETCLorhisdesignatedrepresentativesfailstoattendthetest 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"srepresentative.TheSuppliershallprovidetheWBSETCLwitha certified report of the results thereof.

GPC.12.4.Costof inspection& testing

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

GPC.12.5.Calibration oftesting equipment

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

GPC.12.6.The WBSETCL reserves the right to reject Equipment / Materials found to be notcomplyingwiththerequirementofthespecificationsandstandards.The

Supplier shall extend all facilities for such inspection and testing for which no extra cost shall be charged by the Supplier.

GPC.12.7.RepetitionofTests

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

GPC.12.8.Cost offakeinspection call

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

GPC.12.9.ReportsofInspectionandTests

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

GPC.13.Delivery

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

GPC.13.2.Afterreceivingdispatchclearance/dispatchinstruction(DI)fromthe WBSETCL, the Supplier shall deliver the Equipment / Materials suitably packedat the place of delivery.The Equipment / Materials are to be booked only by road and should be suitably packed and fully insured against all risks.The Equipment / Materials should be delivered as per the DI immediately.After dispatch of Equipment / Materials by road, the Supplier shall notify the WBSETCL about the value of consignment, weight and dimensionofconsignmentbyfax andpostacopybyregisteredpost,enclosing all the relevant documents, on the strength of which the consignment can be taken delivery at destination.

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

GPC.13.4.The requirednumber ofway bills(PartII)shallbegeneratedby the Supplier as per online way bill issue system of the State Commercial department as prescribed from time to time. The WBSETCL shall not be responsible for any delay or any consequences resulting from the issue of way bill.

GPC.14. RemovalofrejectedEquipment/Materialsandreplacement

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

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

GPC.15. RiskPurchase

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

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

GPC.16. LiquidatedDamages

Supply and delivery (physical delivery of Equipment / Materials at the placeof delivery in accordance with the Delivery Instruction) of the Equipment / Materials should be as per the delivery schedule.If the Equipment / Materials arenotdeliveredwithinstipulatedperiodasperdeliveryschedule,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 damagesathalf percent (0.5%) of the value of the Equipment / Materials physically delivered beyond the schedule delivery period for each week of delay or part thereof up to a maximum limit of five percent (5%) of the value of total Order value and accept the Equipment / Materials beyond the stipulated period. Liquidated damages, if any, shall be recovered from the outstanding bills/performance guarantee.

GPC.17. DefectsLiability

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

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

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

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

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

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

GPC.18. Complianceofregulations

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

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

GPC.19. ForceMajeure

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 consideredas 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, orat the option of the WBSETCL, the Order may be cancelled. Suchcancellation, would be without any liability whatsoever on the part of the WBSETCL.

GPC.20. Termination

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

a. Thesupplierfails tocomplywithanyof thetermsoftheOrder
b. Thesupplierbecomesbankrupt orgoes into liquidation
c. Thesuppliermakesgeneral assignment for the benefitof thecreditors
d. Anyreceiveris appointedforthe propertyownedbytheSupplier

GPC.21. Assignment

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

GPC.22. DestinationStores/ConsigneeOfficer/ControllingOfficer/ Paying Officer

Informationregardingdestinationstores/Consignee/Controlling/PayingOfficer, nameofstructures,drawingno., quantityrequired,etc.areenclosed asperAnnexure-A

SectionIV-TechnicalSpecifications

Technical Specification for Hardware fitting:-

I.Scopeof WorkinBriefincludingSalientTechnicalFeaturesof the Procurement:

1. **Scope:** This specification covers design, manufacture, testing at manufacturer's worksbeforedispatch,supplyanddeliveryofdifferenttypehardwarefittingswith accessories for different sub-stations underKasbaAreaOffice, WBSETCL.

2. **Standard:** The material covered under this specification shall comply with the requirementsoflatestversionofthefollowingstandardsasamendeduptodate, exceptwhere specifiedotherwise.

i) IS-2486Part-I,II: InsulatorfittingsforOverheadPowerLineswithanominal voltage greater than 1,000 Volt.

ii) IS-2121Part-I&II:Conductor&EarthwireAccessoriesforOverheadPower Line.

iii) IS-2629:Recommendedpracticefor HotDip GalvanizingofIronandSteel.

iv) IS-2633:MethodoftestingforuniformityofcoatingonZinccoatedarticles.

v) IS–6745:MethodfordeterminationofmassofZinccoatingonZinccoatediron steel articles.

vi) IS–5561:SpecificationforElectricPower Connectors.

Thematerials confirming to anyother national standards, which ensureequal or better performance,shallalsobeacceptable.Thesalientpointofthesespecificationsshallbe clearly brought out in the bid.

3. **Material & Workmanship:** The material offered shall be of best quality, workmanship, well finished and of latest proven design and confirm to the best modern practice adopted in the extra high voltage field. All castings shall be free from internal defects like blowhole, cracks, inclusion, shrinkage etc. and shall be smooth. All materials surface shall be true, smooth and well finished.

Metal fittings of specified materials for transmission line hardware are required to have excellent mechanical properties, such as strength, toughness and high corrosion resistance and free from corona formation. All current carrying parts shall be so designed and manufactured that the contact resistanceis reduced to the minimum and localized heating phenomenon is averted.

Allitems shallbesuppliedcompleteinallrespectandshallincludeallfittingsnecessaryforcompleting the assembly. The bidders shall be responsible for satisfying himself that the Hardware offered are complete and suitable for proposed attachment and for the size of the specified conductor.

All bolts, nuts, bolt-heads shall be white worth standard thread. Bolt heads and nuts shall be hexagonal. However, if required, nuts shall be locked in an approved manner. The thread in nuts and tapped holes shall be cut after galvanizing and shall well lubricate or greased. All other threads shall be cut before galvanizing. The bolt threads shall be undercut to take care of increase in diameter due to galvanizing, Rivet (Cotterpin)in placeof Bolt &Nutsshall not beacceptable.Bolt &Nutsshouldbe ASP/BI/GKW or equivalent make. Spring washers shall be electro galvanized.

The general design ofTransmission Line Hardwareshall be such as to ensure uniformity, high strength, freedom from corona formation and high resistance against corrosion even in case of high level of atmosphere pollution.

All hooks, eyes, pins, bolts, Suspension Clamps and other fittings for attaching insulators to the toweror to the line conductor shall be so designed as to reduce any damage to the conductor, and insulator or other fittings arising from the conductor vibration.

The design of the fittings shall be such as to avoid local formation or discharges likely to cause interference to tele-transmission of signals of any kind.

4. **Galvanization:** All ferrous parts of Line Hardware shall be galvanized in accordance with IS-2629-1966 recommended practice for hot dip galvanizing of iron and steel or any other equivalent authoritative standards.The weight of zinc coating shall be determined as per method stipulated in IS-2633-1972 methodfortestingweight thicknessanduniformityofcoatingofhot dipgalvanizedarticlesoranyother equivalentauthoritativestandard.Thezincusedforgalvanizationshallconfirmtogrades ZN98ofIS 209. The galvanized parts shall with stand four (4) dips of 1 minute each while testing uniformity of zinc coating as per IS-2633-1972.

Thespringwashersshallbemadefromspringsteelofsinglecoilrectangularshapeas per IS-1573 Service Condition 4.

5. **Requirement of Insulator String Assemblies:**Hardware for tension insulators shall be suitable for insulator with normal pin shank diameters of 20 mm. Each Insulator String Hardware shall generally include the following hardware components and each set of hardware shall be supplied complete in every respect.

TensiontypeofhardwareshallbeofBallandSockettypeandshouldinvariablybe with security clip.

Thebiddershallberesponsibletojustifyhimselfthatalltheshardwarefittingsincludedin string are entirely suitable for tower structure and conductor as specified.

6. InsulatorHardwareFittings,AnchorShackle/TwistedShackle:Thisshallbemadefrom forged steel complete with Bolts & Nuts.

BallHook,EyeHookandChainLink:Thisshall bemadefromdropforgedsteeland smooth finish.

BallClevis/Ball Link/Socket/SocketEye:Allthesefittingsshallbemadeofforgedsteel. BallandSocketsshallbe suitableforinsulator withnominalpinshankdiameterof20mm.

7. UniversalJointingCompound:PENTEX„HV"UniversalJointingCompoundisa chemically inert compound based on special petroleum to provide high electrical efficiency. Compound provides low resistance connections over the entire operating temperaturerange. Itshallbeusedwithalcompression,accessoriesandboltedfittings.

8. **Tests:** The bidders shall clearly state the testing facilities available at their works to conduct all acceptance and routine tests as required byrelevant IS. The tenderer mayhave to arrange testing of materials before finalization and also after acceptance of the tender. These tests shall be carried out without any cost of the WBSETCL.

Followingacceptanceandroutinetestsshallbecarriedoutonsamplesoflinehardwareas per IS-2486 Part-I, IS-2121 Part-II & IS-2633, I.

AcceptanceTest		RoutineTest	
a)	Visual Examination	a)	Visual Examination
b)	DimensionalVerification	b)	DimensionalVerification
c)	FailingLoad Test	c)	RoutineMechanicalTest
d)	ElectricalResistanceTest		
e)	GalvanizationTest		

Alltestresultsmustberecordedinpresenceoftheinspectingauthority.Materialsshallbe dispatched only after approval of test certificates and granting of dispatch clearance.

9. **SpecificTechnicalParticulars:**

Sl. No.	Description	For ACSR Conductor		
1.	Code Name	MOOSE	ZEBRA	PANTHER
2.	Equivalent area of Aluminium (sq.mm.)	515.7	418.6	207.0
3.	Wire Strand (Al./Steel)	54/7	54/7	30/7
4.	Nominal diameter of strand (Al./Steel)(mm.)	3.53/3.53	3.18/3.18	3.00/3.00
5.	Weight (Kg/Km)	2004	1621	976
6.	Co-eff. of linear expansion per °C	$19.30x10^{-6}$	$19.30x10^{-6}$	$17.80X10^{-6}$
7.	Ultimate Tensile Strength (kgf.)	16250	13316	9127
8.	Maxm. DC resistance at 20°C (Ω/Km) (Calculated from maxm. Value of resistivity and min. Cross-sectional area)	0.05552	0.0680	0.1375
9.	Zinc coating of steel :			
	i) No. of one minute dip	3	3	3
	ii) Min. wt. of zinc.($gm.m^2$)	260	260	260
	iii) Purity of zinc (%)	99.95	99.95	99.95
10.	Diameter of conductor (mm)	31.77	28.62	21.00
11.	Standard Length (meter)	1800	1200	1100

Hardware Fittings:

1) AllDimension in mm.
2) GeneralTolerance:±3%
3) Balland SocketSize: 20 mm,as per IS: 2486, Part-II.
4) AllFerrousParts-HDG asper IS: 2633/2629.
5) SpringWasherElectroGalvanized.
6) UTS ofStringAssembly120KN.

SectionV–SPECIALCONDITIONSOFCONTRACT

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

SCC Item No	GCC Clause Ref, If any	Data
1	**Error! Reference source not found.**	The Courts of Kolkata shall have exclusive jurisdiction in all matters arising under the Contract
2	**Error! Reference source not found.**	The Appointing Authority for Adjudicator shall be SE & Area Manager, Kasba Area Office.
3	**Error! Reference source not found.**	The terms of payments are as under: **(I) The purchaser shall not deduct any amount** from each R/A-Final Bill as security deposit. Statutory deductions for all taxes and duties including BOCWW@1% shall be made from each bill. However the contractor shall provide the Purchaser a performance security in the form of bank guarantee, as per Annexure: 9 of Section VI-B, for an amount of **ten percent (10 %)** of the total Contract Price, from a scheduled commercial bank in India. **(*Applicable for Contracts of the value of Rs. Fifty (50) lacs and above)*** **(II)**The purchaser shall deduct @ 3 % or any equivalent amount from each R/A-Final Bill as security deposit till the total deduction becomes 10%of the final contract price including initial security deposit. Statutory deductions for all taxes and duties including BOCWW@1% shall be made from each bill**(*Applicable for Contracts of the value below Rs. Fifty (50) lacs*).**
4	**Error! Reference source not found.**	The progressive payments shall be made each month provided the gross value of the Works and services during the period is not less than 20% of the contract price or as decided by the controlling officer.
5	**Error! Reference source not found.**	The Paying Authority shall be Assistant Manager (F & A), Kasba Area Office.
6	**Error! Reference source not found.**	**Security Deposit:** **(I)**TheContractor shall provide the Purchaser a performance security in the form of bank guarantee, as per Annexure: 9 of Section VI-B, for an amount of **three percent (3 %) of the total Contract Price**, from a scheduled commercial bank in India. **(*Applicable for Contracts of the value of Rs. Fifty (50) lacs and above)*** **(II)**The purchaser shall deduct @ 3 **% or any equivalent amount** from each R/A-Final Bill as security deposit till the total deduction becomes**10%** of the final contract price including initial security deposit. Statutory deductions for all taxes and duties including BOCWW@1% shall be made from each bill**(*Applicable for Contracts of the value below Rs. Fifty (50) lacs*).**
7	**Error! Reference source not found.**	The Controlling Officer will be S.E.& Area Manager, Kasba Area Office
8	**Error! Reference source not found.**	The Defects Liability period will be 6 (Six) months from the date of completion of the work.

WESTBENGALSTATEELECTRICITYTRANSMISSIONCOMPANYLIMITED

Tender Document for

"Manufacture, Testing, Supply and Delivery of different type Hardware fittings for sub-station and EHV Lines against different TAA as required for different Sub-Stations under Kasba Area Office WBSETCL"

NIe-T No. KAO/ELECT/HARDWARE FITTINGS/2024-25/011 DTD:31.07.2024

SectionI-IV
Notice Inviting Tender (NIT)
Instruction to Bidders
(ITB)GeneralPurchaseConditions(G
PC)
TechnicalSpecifications

WBSETCL

OFFICEOFTHEAREA MANAGER,
KASBA AREA OFFCE
WESTBENGALSTATEELECTRICITYTRANSMISSIONCOMPANYLIMITED 21, CHOWBAGA ROAD, PO & PS: TILJALA, KOLKATA-700039.

These documents are meant for the exclusive purpose of bidding against this NIT and shall not be transferred,reproducedorotherwiseusedforpurposesotherthanthatforwhichtheyarespecifically issued.

SECTIONV-A

1. Bid Proposal
2. PriceSchedule

3a.ForwardingLetterforsubmissionofBidSecurity 3b.

Bid Security

4. PowerofAttorneyin favour ofSignatoryof theBid
5. QualificationCriteria
6. Affidavitregardingeligibility
7. Detailsofbought-outEquipment/ Materials
8. LitigationHistory
9. TechnicalcomplianceForm
10. Transformer/Reactor LossFigures(ifapplicable)
11. AdditionalInformation

SECTION V-B

12. Proposed modifications
13. PurchaseOrder

15a.PerformanceGuarantee

15b.Performance Guarantee

15. AdditionalBank Guarantee
16. ValidityExtension ofBank Guarantee

SECTIONV-A

1. BidProposal

To,

TheAdditionalChiefEngineer,
Kolkata Transmission Zone.
WestBengalStateElectricityTransmissionCompanyLimited 21,
Chowbaga Road, PO & PS: Tiljala,
Kolkata-700039.

Sub:Proposalforsupplyof……..againstNITno.……

Dear Sirs,

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

1.	Nameofbidder OfficeAddress Tel.No.: FaxNo.: E-mail: FactoryAddress Tel.No.: FaxNo.: E-mail:	
2.	AddressofKolkataOffice Name: Designation:	

	Address: Tel.No.: FaxNo.: E-mail:	
3.	Registration Certificate (Form GST REG - 06) issued under Goods and Services Tax Laws (a copyof certificate of registration to be enclosed)	
4.	TAN No.: (acopyofcertificateto beenclosed)	
5.	**SSI/MSMERegn.No.** **Validityupto:** **(acopyofcertificateofregistrationand proof of validityshould be enclosed)**	
6.	**Category of Organization (SSI/Medium/Large Unit).**	
7.	ParticularsofBidSecurity submitted	
8.	Offer validity	Agreedtothevalidityperiodspecifiedby WBSETCL in detailed NIT clause 6.0
9.	Whetherbidderagreesto	
a	TermsandProcedureof Payment(GPC 4)	
b	PerformanceGuarantee(GPC6)	
c	Packing(GPC 11)	
d	Inspection&Testing(GPC12)	
e	RiskPurchase(GPC15)	
f	Liquidateddamages(GPC16)	

g	DefectsLiability(GPC17)	
10.	DeliverySchedule	Agreed to the delivery schedule specified by WBSETCL in detailed NIT clause 10.0
11.	Submit the technical literature and catalogue of the materials offered with the techno-commercial bid.	Thetechnicalliteratureandcatalogueare attached to the techno-commercial bid.
12.	**Whether the bidder has provision for complete testing facilities of offered Equipment / Materials at their works. If yes, the details thereof or otherwise the proposed arrangements for inspection and testing.**	YES /NO
13.	Type test certificates for the relevant type tests, as required in the Technical Specification, from an institute accredited by NABL of a date not later than 5 years as on the date of bid opening	Therelevanttypetestcertificate,self-attested is enclosed.

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Annexure-3a

3a.ForwardingLetterforsubmissionofBidSecurity

(Tobekept inenvelopecontainingBid Security)

Note:This is applicableonly for single itemtenders.

Date:
NITNo:
Bidder"sNameandaddress

To
TheAdditionalChiefEngineer,
Kolkata Transmission Zone.
WestBengalStateElectricityTransmissionCompanyLimited 21,
Chowbaga Road, PO & PS: Tiljala,
Kolkata-700039.

Dear Sir,

Weareenclosingthefollowing:

1. Account payee Demand draft / Bankers Cheque / Pay Order (No. ……[insert No.]…….dated……[insertdate]…….drawnon.....[insert name of the bank on which drawn]…… for …..[insert amount in Rs. and words]……., drawn in favor of"West Bengal State Electricity TransmissionCompany" payable at Kolkata towards Earnest Money(Bid Security) Deposit.
   Or
   BankGuaranteeintheprescribedproformafroma scheduledcommercialbankin Indiain favour of WBSETCL for Rs. ……[Insert value]……/-valid for a period of one hundred and eightydays (180) days from the bid openingdate with a further claim period of thirty (30) days.

[*Strikeoutwhicheverisnot applicable*].

2. Thecalculation for theBidSecurityamount is as follows:
   - BidSecurityrequiredfortotalscopeofsupply(A)underGroup .....[insert Group] =Rs……[insertvalueasperbid document]……..
   - Totalquantityofthescopeofsupply(B)underGroup…….[insertGroup]= ……[insert thequantityasper thebiddocument]……..
   - Quantityof thebid submitted (C) = ……**100%**……
   - Totalvalue ofbidsecurity= ……[insert amount]……

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

   Thanking You,

   ……
   (Signatureofauthorizedsignatory)
   Name: ……..

Designation: ……..
Date: ……..
Place: ……..

3b.BidSecurity

BankGuarantee

(Tobestamped inaccordancewithStamp Act)

BankGuaranteeNo.....

Date.....

To
TheAdditionalChiefEngineer,
Kolkata Transmission Zone.
WestBengalStateElectricityTransmissionCompanyLimited 21,
Chowbaga Road, PO & PS: Tiljala,
Kolkata-700039.

DearSirs,

InaccordancewithNITNo.....,M/s.....havingits Registered/HeadOfficeat.....(here-in-aftercalledthe'Bidder') wish to participate in the said tender for [Name of tender]..... AsanunconditionalandirrevocablebankguaranteeagainstBidSecurityforanamount of.....(*insertinwordsandfigures)……validfor.....(insertnumberof days).....daysfrom .....(**).....is required to be submitted by the Bidder asacondition 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&addressoftheBank]..... havingourHeadOfficeat.....(#) .....guaranteeandundertaketopay immediately ondemandby WestBengalStateElectricity TransmissionCompanyLimited (WBSETCL)theamountof.....(*insertinwordsandfigures). .....without anyreservation,protest,demandandrecourse.Anysuchdemand madebythe Purchasershall be conclusive and binding on us irrespective of any dispute or difference raised by theBidder.
ThisGuaranteeshallbeirrevocableandshallremainvalidupto.....(@).If any further extension of this guarantee is required, the same shall be extended to such requiredperiodonreceivinginstructionsfromM/s..... [Bidder's Name]..... onwhosebehalf thisguaranteeis issued.
All rights of WBSETCL under this Guarantee shall be forfeited and the Bank shall berelieved 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	**SIGNATUREOFAUTHORIZED SIGNATORYOFTHE BANK**
……	……
(Signature)	(Signature)

……	……
(Name)	(Name)
……	……
(OfficialAddress)	(OfficialAddress)

Authorizedvide

PowerofAttorneyNo:…….

Date…….

Note: 1. (*)TheamountshallbeasspecifiedintheNIT. (**)
This shall be the date of opening of bids.
(#)CompletemailingaddressoftheHeadOfficeandissuingbranchofthe Bank to be given with fax no./telephone no. of the contact person
(@)Thebidsecurityshall bevalid foraperiod as specifiedin NIT.

	2.	TheStampPaperofappropriatevalueshallbepurchasedinthename ofBidder/Bank issuing the guarantee.

Annexure-3c

3c.Self-DeclarationonacceptingEMDValues

Bidder"sNameandAddress

To

TheAdditionalChiefEngineer, Kolkata
Transmission Zone.
WestBengalStateElectricityTransmissionCompanyLimited
21,ChowbagaRoad,PO&PS:Tiljala,Kolkata-700039.

DearSirs,

We, hereby declare that, the EMD value declared in Clause No.7 of the Detailed NIT which is:

Rs37,250.00[RupeesThirtySeventhousandTwohundredandFiftyonly]

is acceptable to us and the EMD value of "1" as indicated in the e-tendering portal has not been considered in our bid.

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Annexure-4

4. PowerofAttorneyinfavourofSignatoryoftheBid

(Tobe executed onnon-judicial stamppaper 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 havingitsregisteredofficeat……[insertaddress]..... (hereinafter referred to as the Bidder) having been authorized by the Board of Directors of the Company, interalia,toexecutecontractsinthenameofandforandonbehalfoftheCompany.I ……[insert nameof the person giving the power of attorney]…….presently holding the position of …….. (insert designation of the person giving the power of attorney)……inthecompanydoherebyconstitute,appointandauthorizeShri… ..... (insertname,designationandresidentialaddressofthepersontowhomthe powerofattorneyisbeinggiven)…..... asourtrueandlawfulattorneytodoinourname 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 theaboveattorneyforsigningand submissionofthebidandallotherdocuments,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,asmylawfulattorneytodoallorany ofthe acts specificallymentioned immediatelyhereinabove.

WE do herebyagree 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 ofCompany…….……

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

SignatureoftheAttorney Attested
……
EXECUTANT
Name……
Designation……

OfficeSeal……

Annexure-5

4. QualificationCriteria

Bidder"s Name and Address

To

TheAdditionalChiefEngineer, Kolkata
Transmission Zone.
WestBengalStateElectricityTransmissionCompanyLimited
21,ChowbagaRoad,PO&PS:Tiljala,
Kolkata-700039.

DearSirs,

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

1.	Annexure5A	:	Detailsformeetingfinancial qualificationrequirements
2.	Annexure5B	:	Detailsformeetingtechnicalqualification requirements
3.	Annexure5C	:	Capabilitystatus

Wefurtherunderstand and agreethat anymisleadingorfalseinformation furnishedbyus 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 attestedpurchaseorder, completioncertificates,agreements etc.supportingthe details/dataprovidedin Annexure-5A to 5C.

Annexure-5

Annexure-5A:Detailsfor meetingfinancialqualification requirement

NITNo:
Bidder‟sNameandaddress

To
TheAdditionalChiefEngineer,
Kolkata Transmission Zone.
WestBengalStateElectricityTransmissionCompanyLimited 21,
Chowbaga Road, PO & PS: Tiljala,Kolkata-700039.

DearSirs,

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,weareenclosing ..... *[BalanceSheetsandProfit&LossAccountdulycertified 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 copiesof original documents definingthe legal status, place of registration and principal state of business.

Sl. No	**FinancialYear**	**AmountinINR**
1.	2019 -2020	
2.	2020 -2021	
3.	2021 -2022	
4.	2022 -2023	
5.	2023 -2024	
6.	AverageAnnual Turnoverforthe preceding three(3)FinancialYearsforwhichauditedaccountsare available as on date of Bid Opening.	
7.	NetWorthasattheendofthefinancialyearimmediately precedingthe dateof bidopening	
8.	We have enclosed [Balance Sheets and Profit & Loss Account certified by the statutory auditors/ IT Return dulyacknowledgedbythetaxdepartment]fortheabove mentionedfinancialyears	Yes/No
9.	We have enclosed authenticated copies of original documentsdefiningthelegalstatus,placeofregistration andprincipalstateof business.	Yes/No

Date: (Signature).....
Place: (Printed Name).....
(Designation).....
(Seal).....

Annexure-5

Annexure-5B:Detailsformeetingtechnicalqualificationrequirement

NITNo:

Bidder"sName&Address:

To
TheAdditionalChiefEngineer, Kolkata
Transmission Zone.
WestBengalStateElectricityTransmissionCompanyLimited 21,
Chowbaga Road, PO & PS: Tiljala,Kolkata-700039.
TosatisfytherequirementsstipulatedinBiddingDocuments,weprovidethefollowing details.

ListofsimilarordersforsimilartypeandquantityofGoodscoveredintheNITNo.....dated. ....., executed in last five (5)* years:

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

**Bidderscanchoosetomentionimportantassignmentsexecutedpriorto5 years*

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

- Continuationsheetsoflikesizeandformatmaybeusedandannexedtothisformatif required.
- Relevantclientcertificatesorany otherdocumentstobefurnishedtojustify theabove data (including Purchase Orders and corresponding delivery challans, etc.)

Annexure-5

Annexure-5C:Capabilitystatus

NITNo:

Bidder"sName&Address:

To
TheAdditionalChiefEngineer, Kolkata
Transmission Zone.
WestBengalStateElectricityTransmissionCompanyLimited 21,
Chowbaga Road, PO & PS: Tiljala,Kolkata-700039.

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

A	Manufacturing Capacity (applicable in case of original manufacturers only)	
B	OrdersinHand	
i	TotalvalueofOrders	
ii	Valueofworkcompletedoutofabovevalue upto 31.03.2024.	
iii	Value of anticipated work to be done in the following …….Financial Years:2021-22,2022-23, 2023-24.	

Detailsofordersinhandareasfollows:

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

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

- Continuation sheets of like size and format may be used and annexed to this format if required.
- Relevantclientcertificates/documentstobefurnishedtojustifytheabovedata.(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.)

Annexure-6

6. Affidavitregardingeligibility

(Tobeexecutedonnon-judicialstamppaperofappropriatevalueasapplicableinthestateof West Bengal)

I am the ……*[insert title/ designation]*…….. and the duly authorized representativeof……*[insertnameofthebidder]*..... andthat Ipossess thelegal authorityto makethis 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 orother 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 anyfraud and/or corruption in competing or executing a Contract; or,
e) Havenotbeendebarredfromparticipationinanypublicprocurementbyany 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 companyhas not suspended business or is in any analogous situation arising from similar procedures under the laws and regulationsof 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.....

(Theaffidavit maybesigned and attested in presenceof a Notary)

Annexure-7

7. Detailsofbought-outEquipment/Materials

(Applicableonlyincaseofbought-outEquipment/Materials)

Bidder"sNameandAddress

To

WBSETCLaddress

Notapplicableforthis instant tender

DearSirs,

We declare that the following are the details of Equipment / Materials including spares to be directly despatched from the works of our sub-vendorsto Site.

All taxes, duties and levies payable on such transactions isalready included in the prices indicated in bid price. Further, any variations in taxes,duties and levies on these transactions are also to our account and no claim whatsoever will be entertained by you in this respect.

Sl.No	Description of Equipment / Materials	Weight/ Quantity (Tonnes/Nos.)	Landed price included in thequoted price (Rs.)
	TOTAL		

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.

Annexure-8

8. LitigationHistory

NameoftheBidder:

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

Year	Award FOR or AGAINSTApplicant	NameofClient,CauseofLitigation and Matter in Dispute	DisputedAmount (CurrentValuein Indian Rupees)

Annexure-9

9. TechnicalcomplianceForm

[ModifyandInsertthisannexure, asperspecific supplyprocurement]

Bidder‟s Name & Address: To
The Additional Chief Engineer,
KolkataTransmission Zone.
WestBengalStateElectricityTransmissionCompanyLimited 21,
Chowbaga Road, PO & PS: Tiljala,Kolkata-700039.

Sl. No.	Nameof Equipment/ MaterialsofAll Voltage Classes	WhetherType Testedasper IS/IEC(carried out on identically designed Equipment/ Materialasper TechnicalSpec.) (Yes/No)	TypeTests donefrom Govt. recognised TestHouse or laboratory / NABL accredited laboratory (Yes/No)	WhetherGTPof offered Equipment/ Materials/ Accessoriesshall conform to TechnicalSpec., S.T.P.,relevant IS &IEC. (Yes/No)	Whether offered Equipment/ Materials/ Accessoriesis broughtfrom any location outsideWest Bengal. (Yes/No)
1	**				

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

- Biddersshallalsouploadattestedcopy(ies)ofthetypetestcertificate(s)as“**Non- Statutory Document**” & relevant GTP as “**Statutory Document**”.
- Typetests conductedshall notbe earlierthan 5years priorto thebid openingdate.
- ********Thebiddershouldspecifydetaileddescriptionoftheofferedequipment/material indicating Type/Model and other major parameters here.*

Annexure-10

10. TransformerLossFigures

Bidder‟s Name & Address: To
The Additional Chief Engineer,
KolkataTransmission Zone.
WestBengalStateElectricityTransmissionCompanyLimited 21,
Chowbaga Road, PO & PS: Tiljala,Kolkata-700039.
DearSir,

Wefurnish belowthe followinginformationinrespect ofourTransformer:

Sl. No.	Description of Transformer	No Load Loss (in KW)	Load Loss excluding Auxiliary loss (in KW)	Auxiliary Loss (in KW)	Total Loss (including auxiliary loss) (in KW)
1	**CONFIRMEDINTHEGTPANDBOQSHEETOFTHISTECHO-COMMERCIAL BID**				

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Annexure-11

11. AdditionalInformation

Bidder‟s Name & Address: To
The Additional Chief Engineer,
KolkataTransmission Zone.
WestBengalStateElectricityTransmissionCompanyLimited 21,
Chowbaga Road, PO & PS: Tiljala,Kolkata-700039.

DearSirs,

Sl.No.	Descriptionof Information	Reference to Bidding documents	ReferencetoBid Proposal

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

Continuationsheetsoflikesizeandformatmaybeusedasper Biddersrequirementsand shall be annexed to this format.

Annexure-12

12. DeviationSheet

Bidder‟s Name & Address: To
The Additional Chief Engineer,
KolkataTransmission Zone.
WestBengalStateElectricityTransmissionCompanyLimited 21,
Chowbaga Road, PO & PS: Tiljala,Kolkata-700039.

DearSirs,

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

Sl. No.	ClauseNo:	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.	ClauseNo:	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).....

SECTIONV-B

Annexure-13

13. Proposedmodifications

Bidder‟s Name & Address: To
The Additional Chief Engineer,
Kolkata Transmission Zone,
WestBengalStateElectricityTransmissionCompanyLimited 21,
Chowbaga Road, PO & PS: Tiljala,Kolkata-700039.

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.	ExistingClause	Modifiedclause (proposed by Bidder)	Reasonsfor modification

Date:

Place:

(Signature).....

(Authorised Representative of bidder).....

(Designation).....

Nameofthe bidder: .....

Note:

- ***Thisformatistobeusedforsubmissionof Pre-bidqueriesonlyandthiswillnotbe considered as bidding document.***

14. PurchaseOrder

Ref.No.: Date:

To,
Supplier‟sName&Address
……

Attn: Mr……..

Sub:Orderfor……[brief descriptionofscopeofsupply]……

Ref: (i)NITNo: …….

(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)Yourbiddated…..…againstNITNo.……andsubsequentletterdated…….
.[Referenceof allcorrespondence (if any)bysuccessful bidder(s)tobereferred]

DearSir,

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

Item Sl. No.	Description of Equipment/Materials	Quantity	Unit of measure	Unit Price (Rs)	Unit Freight& Insurance price(Rs)	Total Amount (Rs)
1.			Sets			
2.			Sets			

TERMS AND CONDITIONS

1. Price
   The price given above 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 atSite 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 applicable CGST and SGST/UTGST or IGST, as the case may be, 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:

   Goods and Services Tax: CGST and SGST/UTGST or IGST, as the case may be, will be paid extra at the rate prevailing on the scheduled date of or the actual delivery date, whichever is lower.Tax Invoices needs to be issued by the supplier for raising claims under the contract showing separately the tax charged in accordance with the provisionsof GST Act, 2017. The Tax Invoice should contain valid PAN issued by Income Tax Department, GoI, valid 15-digit GSTIN under GST Act 2017 and proper HSN/SAC code for the items supplied. The supplier is requested to furnish one copy of each of the invoice/ bills duly attested by the Paying Authority to the Manager (F&A), Saltlake Area Office, WBSETCL, Abhikshan Building, Kolkata-700091.

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 valueoftheOrderfrom a scheduledcommercial bank in theprescribed proforma given in Annexure: 15a of Section V-B valid up to ninety (90) days after the Defect Liability Period of **Twelve (12) months** from the date of last delivery of any integral part of the Equipment/ Materials, with an additional claim period of ninety (90) days.

4. QualityAssurance Plan: The Supplier shall submit QualityAssurance Plan containingthe overall quality management & procedures to be followed during various phases of execution of the Order within 30 days of the date of this Purchase Order in the format attached as Appendix 1 to this Order.

5. Inspection&Testing

   The provisions relating to Inspection & Testing shall be governed by GPC.12. The Supplier shall address the inspection calls as well as Drawings to the SE & AM, Saltlake Area Office, WBSETCL and endorse a copy to the SE & AM, Saltlake Area Office, WBSETCL.

6. Consignee

   Thedetailsofconsignee areas under:

Item Sl. No.	**Descriptionof Equipment / Materials**	**Unit of measure**	**Quantity**	**Name and addressofthe consignee**	**Placeof delivery**
1.					
2.					

   Notwithstanding the details of consignees mentioned above, the Purchaser reserves the righttomakemodificationintheabovedetailsatthetimeofissuingDeliveryInstructions (DI).

7. DeliverySchedule

   TheEquipment /Materialsaretobedeliveredas perdeliveryschedule given hereunder.

Item Sl. No.	***DescriptionofMaterials***	***Quantity of Materials***	***DeliverySchedule***

1.			
2.			

8. SubmissionofDelivery Challan

   Copiesofdeliverychallan in triplicateareto besubmitted to theconsignee alongwith the Equipment / 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.

9. PayingAuthority:

   The Manager (F&A), Salt Lake Area Office, WBSETCL will be the Paying Authority. However the bills to be submitted to the ConsigneesOffice attached with the Salt Lake Area Office, WBSETCL for verification and passing.

10. Payment

    Ninety percent (90%) payment along with hundred percent (100%) taxes and duties againstsubmissionoforiginalinvoiceandoriginalreceiptedchallanssignedby …….[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).

    (ThePurchasermayrevisethe paymentterms on case-to-casebasis)

11. DefectLiabilityPeriod

    The Defect Liability Period shall be 12 **(Twelve)** monthsfrom 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, itwill be considered that the Order has been accepted.

12. TheAddressforcorrespondenceofPurchaserandSupplierisasfollows: To

    TheSE &AM,
    Saltlake Area
    Office,WBSETCLAbhikshanBui
    lding, Kolkata-700091.
    AddressofSupplier:
    ……..
    ……..

13. This Purchase Order shall be subject to the Technical Specifications and terms and conditionsasmentionedinGPCandNITwhichshallformanintegralpartofthisOrder.
    Enclosure: Technical specifications and General Purchase Conditions

Yours faithfully,
forand on behalf of
…….(AuthorisedSignatory)……
..…….(NameofthePurchaser)……..

Appendix2toAnnexure14

QualityAssurancePlan

Bidder‟s Name and Address	To TheAdditionalChiefEngineer, Kolkata Transmission Zone, WestBengalStateElectricityTransmissionCompanyLimited 21, Chowbaga Road, PO & PS: Tiljala,Kolkata-700039.

DearSirs,

We hereby provide the necessary information on Quality Assurance Programme containing the overall Quality Management and procedures, which we propose to followduring various phases of execution of the Order.

Date: (Signature).....

Place: (Printed Name).....

(Designation).....

(Seal).....

Note:

- Continuationsheetsoflikesizeandformatmaybeusedasper Biddersrequirementsand shall be annexed to this format.

Annexure-15a

15a.PerformanceGuarantee

(Tobestamped inaccordancewithStamp Act)

BankGuaranteeNo.....

Date.....

To
TheAdditionalChiefEngineer,
Kolkata Transmission Zone,
WestBengalStateElectricityTransmissionCompanyLimited 21,
Chowbaga Road, PO & PS: Tiljala,Kolkata-700039.

DearSirs,

In consideration of West Bengal State Electricity Transmission Company Limited(hereinafter referred toas WBSETCL which expression shall unless repugnant to the context ormeaningthereofincludeitssuccessors,administratorsandassigns)havingawardedtoM/s ……withitsRegistered/HeadOfficeat…… ..... (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)…andtheSupplierhavingagreedtoprovideaPerformanceGuaranteeinterms of the provisions of thesaid Order for faithful and due fulfillment of all obligations under the Orderequivalentto**……[*inserttenpercent(10%)ofthesaidvalueoftheOrder*]**tothe WBSETCL.

We……..(NameandAddress)havingitsHeadOfficeat ……#…….. hereinafter referred to as the „Bank" which expression shall, unless repugnant to the contextormeaningthereof include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay WBSETCL, on demand any and all moniespayablebytheSuppliertotheextentof……[Rs…..] ..... asaforesaidatany 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 currencywithout previous consent of WBSETCLand further agrees that the guarantee herein containedshallcontinuetobe enforceablewithinclaimperiodof***…..[ninety(90)]*** .....days after thevalidityof thisguarantee.

WBSETCLshall have the fullest libertywithout affectingin anywaythe liabilityof the Bank under this guarantee from time to time to extend the time forperformance of the Order bythe Supplier. WBSETCLshall have the fullest liberty without affectingin anywaythis guarantee topostponefromtimetotimetheexerciseofanypowersvestedinthemorofanyrightwhich they might have against the Supplier and to exercise the same at any time and any manner, andeithertoenforceortoforbeartoenforceanycovenants, containedor impliedintheOrder betweenWBSETCLandtheSupplieroranyothercourseofremedyorsecurityavailableto

WBSETCL. The Bank shall not be released of its obligations under these presents by any exercise byWBSETCL of its libertywith reference to the matters aforesaid or anyof them or byreason or anyother acts of omission or commission on the part of WBSETCLor anyother indulgence shown byWBSETCLor byanyother matter or thingwhatsoever 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 aboveliability under this guarantee is restricted to Rs…… andshallremainin force uptoandincluding.....andshallbe extended from time to time for such period, as may be desired by M/s. ….....onwhosebehalfthisguaranteehasbeengiven.

All rights of WBSETCL under this guarantee shall be forfeited andthe 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.

Datedthis……dayof…….20……at……. Witness:

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

Authorizedvide

PowerofAttorneyNo:…….

Date…….

Note:	1.	(@)Thisdatewillbeninety(90)daysaftertheendofDefectLiabilityPeriodas specified in the Order (#)Complete mailingaddress oftheHead Officeofthe Bankto begiven
	2.	The Stamp Paper of appropriate value shall be purchased in the name ofguarantee issuing Bank or thepartyon whose behalf the Bank Guarantee is being issued. The Bank Guarantee (BG) shall be issued on a stamp paper of valueasapplicableinthestateofIndiafromwhereBGhasbeenissuedorthe stateof India from where the BG shall be operated, whichever is higher

15b.PerformanceGuarantee

(Tobestamped inaccordancewithStamp Act)

[TobesubmittedbySupplieraftersuccessfulcompletionofsupply,incasedefect liability period of Equipment / Materials is more than eighteen (18) months]

BankGuaranteeNo.....

Date.....

To
TheAdditionalChiefEngineer,
Kolkata Transmission Zone,
WestBengalStateElectricityTransmissionCompanyLimited 21,
Chowbaga Road, PO & PS: Tiljala,Kolkata-700039.

DearSirs,

In consideration of West Bengal State Electricity Transmission Company Limited(hereinafter referred to as WBSETCL which expression shall unless repugnant to the context ormeaningthereofincludeitssuccessors,administratorsandassigns)havingawardedtoM/s ……withitsRegistered/HeadOfficeat…… ..... (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……..(NameandAddress)havingitsHeadOfficeat ……#…….. 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 moniespayablebytheSuppliertothe extentof ……[Rs…..] ..... asaforesaid 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 currencywithout previous consent of WBSETCLand further agrees that the guarantee herein containedshallcontinuetobeenforceabletill**…..*[ninety(90)]*…**daysafterthevalidity ofthis guarantee.

WBSETCLshall have the fullest libertywithout affectingin anywaythe liabilityof the Bank under this guarantee from time to time to extend the time forperformance of the Order bythe Supplier. WBSETCL shall have the fullest liberty without affecting this guarantee topostpone 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, andeithertoenforceortoforbeartoenforceanycovenants, containedor impliedintheOrder 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 byWBSETCL of its libertywith reference to the matters aforesaid or anyof them or byreason or anyother acts of omission or commission on the part of WBSETCLor anyother indulgence shown byWBSETCLor byanyother matteror thingwhatsoever 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 orother guarantee that WBSETCL may have in relation to the Supplier's liabilities.

Notwithstandinganythingcontainedherein aboveliabilityunderthis guaranteeisrestrictedto Rs…… andshallremaininforce uptoandincluding.....andshallbe extended from time to time for such period, as may be desired by M/s ….....onwhosebehalfthisguaranteehasbeengiven.

All rights of WBSETCL under this guarantee shall be forfeited andthe 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.

Datedthis……dayof…….20……at……. Witness:

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

Authorizedvide

PowerofAttorneyNo:…….

Date…….

Annexure-15b

Note:	1.	(@)Thisdatewillbeninety(90)daysafterthe endofDefectLiabilityPeriod as specified in the Order, (#)Complete mailingaddress oftheHead Officeofthe Bankto begiven
	2	The Stamp Paper of appropriate value shall be purchased in the name ofguarantee issuing Bank or thepartyon whose behalf the Bank Guarantee is being issued. The Bank Guarantee (BG) shall be issued on a stamp paper of valueasapplicableinthestateofIndiafromwhereBGhasbeenissuedorthe stateofIndiafromwheretheBGshallbeoperated,whicheverishigher

Annexure-16

16. AdditionalBankGuarantee

(Tobestamped in accordancewith Stamp Act)

TobesubmittedbySupplier,incaseEquipment/Materialsaretakentotheworksof the Supplier for repairs

BankGuaranteeNo.....

Date.....

To
TheAdditionalChiefEngineer,
Kolkata Transmission Zone,
WestBengalStateElectricityTransmissionCompanyLimited 21,
Chowbaga Road, PO & PS: Tiljala,Kolkata-700039.

Whereas West Bengal State Electricity Transmission Company Limited (hereinafter referred to as WBSETCL which expression shall unless repugnant to the context or meaning thereof includeitssuccessors,administratorsandassigns)haveawardedtoM/s .....withits Registered/HeadOfficeat..... (hereinafterreferred toasthe'Supplier' which expression shall unless repugnant to the context or meaning thereof, include its successors,administrators,executorsandassigns),aPurchaseOrderNo…..... 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……..(NameandAddressoftheBank)… ..... havingits HeadOfficeat……#… .....hereinafterreferredtoasthe„Bank“whichexpression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guaranteeunconditionally and undertake to payWBSETCL,ondemandanyandallmoniespayablebytheSuppliertotheextentof ……..[* insert amount in figures and words]…….. as aforesaid at any time up to**……@.** .....(day/month/year)withoutanydemur,reservation,contestrecourseor 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 anyotherAuthority.Thebankherebyexpresslyagreesthatitshallnotrequireanyproofin

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 containedshall continueto be enforceable till …..[thirty (30)]…… days after the validity of this guarantee.

WBSETCLshall have the fullest libertywithout affectingin anywaythe liabilityof 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 anyrightwhichtheymighthaveagainsttheSupplierandto exercisethesameatanytime 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 securityavailabletoWBSETCL.TheBankshall notbereleasedofitsobligationsunderthese presents by any exercise by WBSETCL of its liberty with reference tothe 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 restrictedtoRs.……andshallremaininforceuptoandincluding
……(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 guaranteehas been given.

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

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

WITNESS

……

SIGNATUREOFAUTHORIZED SIGNATORY OF THE BANK

……

Annexure-16

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

Authorizedvide
Power of Attorney No:…….
Date…….

Note: 1. (*)TheamountshallbethevalueoftheEquipment/Materialstakenoverby 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
(@)Thebankguaranteeshallbevalidforaperiodasmutuallyagreeduponby the Supplier and WBSETCL.

2. TheStamp Paper ofappropriate valueshallbepurchased inthenameof Supplier/Bankissuingthe guarantee

17. ValidityExtensionofBankGuarantee

(TobestampedinaccordancewiththeStampAct)

BankGuaranteeNo.....

Date.....

To
TheAdditionalChiefEngineer,
Kolkata Transmission Zone,
WestBengalStateElectricityTransmissionCompanyLimited 21,
Chowbaga Road, PO & PS: Tiljala,Kolkata-700039.

DearSirs,

Sub.:ValidityExtensionofBankGuaranteeNo.....dt. ..... for Rs..... favouring yourselves, expiring on.....onaccountofM/s.....inrespect of Order for.....(insert brief scope of supply)..... for..... Purchase Order No. .....dated. ..... (hereinaftercalledoriginalBank Guarantee).

AttherequestofM/s.....we.....
Bankhaving branch office at ..... and having Head Office at..... do hereby extend our liability under the above mentionedBank 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 GuaranteeNo..... dtd ..... shall remain unaltered and binding on us.

Pleasetreatthis asan integralpart oftheoriginalguaranteeto whichit wouldbe attached.

Yours Faithfully,

(Signature)……..

(Name&Designation)……..

(Bank"sSeal)……..

Authorisedvide Power of Attorney No