

WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

e-Tender Document for Dismantling of existing 11 KV, Siemens 8BK20, VCB Switchgear and Shifting of the same to store along with Design & Engineering, Manufacturing, Inspection & Testing, Supply, Installation, Training and Final Commissioning of a New 11 KV VCB Switchgear at Rammam Hydel Project Stage-II, WBSEDCL

NIT No: PM/RMM/NIeT/ELECT/2023-24/05

DATE: 03. 10. 2023



**Office of The Addl. Chief Engineer & Project Manager
Rammam Hydel Project, Stage - II, WBSEDCL
Lodhamahat, Darjeeling-734201**

e-mail – pm.rhp@wbasedcl.in

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

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CHAPTER – 1: NOTICE INVITING E-TENDER

RAMMAM HYDEL PROJECT, ST-II, WBSEDCL O/o The Addl. Chief Engineer & Project Manager Administrative Building, Dovan, P.O. – Lodhamahat Darjeeling – 734201

NIT No: PM/RMM/NIT/ELECT/2023-24/05

Date: 03.10.2023

Online e-tenders in two-part system [i) Technical Bid and ii) Financial Bid] with item-wise basis are invited by The Addl. Chief Engineer & Project Manager, Rammam Hydel Project, Stage - II, WBSEDCL, Lodhamahat, Darjeeling-734201 from bonafide, eligible, resourceful and experienced Manufacturing Agencies having requisite credentials for the work as specified below.

- 1. Name of Work:** *“Dismantling of existing 11 KV, Siemens 8BK20, VCB Switchgear and Shifting of the same to store along with Design & Engineering, Manufacturing, Inspection & Testing, Supply, Installation, Training and Final Commissioning of a New 11 KV, 14 Panel VCB Switchgear as specified in the scope, at Rammam Hydel Project Stage-II, WBSEDCL”.*
- 2. Estimated Amount for Complete Work:** Rs. 3,17,88,080.00/- (Rupees Three Crore Seventeen Lakh Eighty-Eight Thousand and Eighty only) (Excl. GST)
- 3. Earnest Money:** Rs. 7,94,702.00/- (Rupees Seven Lakh Ninety-Four Thousand Seven Hundred and Two only)
- 4. Eligibility Criteria:** The Bidder must possess minimum eligibility criteria as mentioned below:

- a. Valid GST Registration Certificate
- b. PAN Card
- c. License in respect of prospective bidder such as Proprietorship Firm (Trade License), Partnership Firm (Partnership deed, Trade License), Ltd. Company (Incorporation Certificate, Trade License).
- d. The Bidder shall be a Reputed Original Manufacturer of Switchgears, VCB and its components of Rated Voltage class 12 KV & above and satisfy the following minimum experience criteria regarding supply, installation and commissioning of the above-mentioned equipment during last Seven (07) years, reckoned from the date of publication of this tender:

One (01) no. of similar nature of work of executed value not less than Seventy percent (70%) of the estimated amount under WBSEDCL / WBSETCL / WBPDC / NHPC/ Power Grid / NTPC or any other Power Utility / Govt. undertaking Company of India

Or

Two (02) no. of similar nature of work of executed value not less than Fifty percent (50%) of the estimated amount under WBSEDCL / WBSETCL / WBPDC / NHPC/ Power Grid / NTPC or any other Power Utility / Govt. undertaking Company of India

Or

Three (03) no. of similar nature of work of executed value not less than Forty percent (40%) of the estimated amount under WBSEDCL / WBSETCL / WBPDC / NHPC/ Power Grid / NTPC or any other Power Utility / Govt. undertaking Company of India

The Bidder shall produce copy of the documents in support of their respective eligibility criteria, along with a duly filled Experience Record as per proforma enclosed at [Attachment – 1 to Form – 1 of Chapter – 5, Forms & Proforma](#). Any discrepancies found by the tender inviting authority may lead to rejection of the bid and forfeiture of the earnest money.

5. Key Dates:

SL No.	Description	Date and Time
1	Publishing Date	09.10.2023 at 11:00 Hrs.
2	Document Download Start Date	09.10.2023 at 11:00 Hrs.
3	Pre-bid Meeting Date	16.10.2023 at 11:00 Hrs.
4	Bid Submission Start Date	18.10.2023 at 11:00 Hrs.
5	Bid Submission End Date	30.11.2023 at 17:00 Hrs.
6	Date of technical bid opening	04.12.2023 at 11:00 Hrs.
7	Date of financial bid opening	To be intimated later

6. The Intending bidders may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary Earnest Money Deposit (EMD) should be submitted through online mode only. The Interested bidders may submit the bids online at <https://wbtenders.gov.in>. Bids are to be submitted online only. All the documents in support of bid are also to be scanned and uploaded along with the tender document. Bids submitted/sent by any other mode will not be accepted.

7. Scope of Work:

The complete scope of the work is covered as under,

- Design, engineering and manufacturing of new Indoor type, 11 KV, 14 Panel, VCB Switchgear having Twelve (12) Nos 11 KV Vacuum Circuit Breakers (4 X 12.75 MW Generator, 2 X 11/132 KV Bank Transformer, 2 X 11/0.415 KV Auxiliary Transformer, 2 X 11/11 KV Isolation Transformer, 1 X Bus Coupler & 1 X SPARE), Two (02) Nos 11 KV/110 V Bus Section PT(s) and other components. Model of panels/breakers shall be latest.
- Inspection & Testing of said Switchgear along with its components at the Manufacturer's premises.
- Supply including transportation of said new Switchgear to the site for installation.
- Dismantling of existing Siemens 8BK20 Switchgear and shifting of the same to store.
- Installation, final Testing and Commissioning of said new Switchgear on existing foundation/location with all its components and all power & control cable connections & wirings, both locally & remotely.
- Arrangement of training for WBSEDCL personnel in respect of proper operation & maintenance of the said equipment.
- Supply of all mandatory spares after final commissioning of the said switchgear.

All works as mentioned above shall be in accordance to the specifications mentioned in [Chapter 4 \(Technical Specification and Other Related Matters\)](#) of the Tender Document. The complete scope is further divided into two parts tabulated, as following for quoting purpose.

Sl. No.	Item Description	UOM	Quantity
1.	Design & Engineering, Manufacturing, Testing and Supply of Indoor Type, 11 KV, 14 Panels, VCB Switchgear having Twelve (12) Nos 11 KV Vacuum Circuit Breakers (4 X 12.75 MW Generator, 2 X 11/132 KV Bank Transformer, 2 X 11/0.415 KV Auxiliary Transformer, 2 X 11/11 KV Isolation Transformer, 1 X Bus Coupler & 1 X SPARE), Two (02) Nos 11 KV/110 V Bus Section PT(s) and other components as per specifications mentioned in Chapter 4 (Technical Specification and Other Related Matters) of the Tender Document. Model of panels/breakers shall be latest. (Note – all mandatory spares as mentioned in Cl. No. TSS-1. A of Chapter 4 are also included in this scope)	Set	01
2.	Dismantling of Existing Siemens 8BK20 Switchgear & subsequent transport of the same to the RHP, St-II Store, Installation of the new Switchgear along with all components, Final Testing & Commissioning of the complete setup, arrangement of Training etc., up to the full satisfaction of the Engineer-in-Charge/Controlling Officer	Set	01

- 8. Validity:** The tender shall be valid for one hundred and eighty (180) days from the date of opening of the technical bid. If the bidder modifies/withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of Earnest Money Deposit (EMD).
- 9.** Conditional / Incomplete tender will not be accepted under any circumstances.
- 10.** During scrutiny, if it comes to the notice of the tender inviting authority that the credential or any other paper found incorrect / manufactured / fabricated, that bidder would not be allowed to participate in the tender and that application will be rejected without any prejudice and the earnest money deposited will be forfeited.
- 11.** The eligibility of a Bidder will be ascertained based on the documents submitted by the Bidder in support of eligibility criteria. If any document submitted by a Bidder is found incorrect / manufactured / fabricated or false at any stage, his Tender will be rejected with forfeiture of earnest money and legal action may be taken against him.
- 12.** The WBSEDCL does not bind itself to accept the lowest bidder and reserves the right to reject any or all tender(s). WBSEDCL reserves the right to take decisions keeping its financial interest.
- 13.** WBSEDCL reserves the right to:
 - Amend the scope of work to be tendered.
 - Reject any or all the offers without assigning any reason whatsoever at any time prior to the Award of Contract, without thereby incurring any liability to the affected bidder(s); and
 - Cancel the bidding process and reject all bids, without assigning any reasons thereof.

WBSEDCL will not be liable for any such actions. However, the bidder(s), who wish to seek reasons for such decision of cancellation / rejection, shall be informed by WBSEDCL unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India; the security, strategic, scientific or economic interest of the State; relation with foreign state or lead to incitement of an offence. In such case, the Earnest money submitted by the bidder(s) will be refunded to the bidder without any interest.

- 14.** WBSEDCL reserves the right to assess the bidders' capacity and capability to perform the contract and may relax the qualifying requirements at any stage, if required.
- 15.** No price preference will be allowed to any agency/contractor based on the size of the company or its geographic location. Co-operative Society / MSME will not be considered with separate status.
- 16.** For detailed information and terms and conditions of this tender, Bidders are requested to go through **Instruction to Bidders (ITB)**, **General Condition of Contract (GCC)**, **Technical Specification and Other Related Matters** and **Forms and Proforma** provided with this tender.
- 17.** The interested/intending bidders may also attend the Pre-Bid Meeting to be held in presence of the Tender Committee at Rammam Hydel Project, St-II, P.O: Lodhomahat, Dist.: Darjeeling-734201, on specified date and time for more clarifications regarding the tendering process, other related general and technical matters.
- 18.** In case of any query regarding the tender document, the bidder(s) may contact on or before the last date of submission of query (as mentioned above):

The Divisional Engineer (E)

In-charge of Power House, Rammam Hydel Project, St-II

Ph. No.: +91-99323-46106

West Bengal State Electricity Distribution Company Limited (WBSEDCL)

P.O: Lodhomahat, Dist.: Darjeeling-734201

Website: www.wbsedcl.in

Email id: pm.rhp@wbsedcl.in

(Arun Kumar)
Addl. Chief Engineer & Project Manager
Rammam Hydel Project, St-II

CHAPTER – 2: INSTRUCTION TO BIDDERS

For understanding different terms and conditions in this bidding document “Owner / Employer / WBSEDCL”, wherever appeared, shall mean “West Bengal State Electricity Distribution Company Limited”; “Bidder/Tenderer /Agency/Contractor/Supplier/OEM” shall mean the “Manufacturing Agencies” who is willing to participate in this bid”.

ITB-1. Registration of the Bidder

Any bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the e-Procurement System of the Government of West Bengal, through logging onto <https://www.wbtenders.gov.in> (the web portal). The contractor has to click on the link for e-Tendering site as given on the web portal.

ITB-2. Digital Signature Certificate

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

ITB-3. Availability of Tender Documents

The bidder can search & download NIT & 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.

ITB-4. Eligible Bidders

a. Submission of Earnest Money / Bid Security

Bids from those bidders who have not submitted the earnest money deposit (EMD) (Cl. No. 13 of ITB) within the stipulated date and time shall not be considered.

b. Other Required Documents/ Eligibility

- i. Valid GST Registration Certificate
- ii. PAN Card
- iii. License in respect of prospective bidder such as Proprietorship Firm (Trade License), Partnership Firm (Partnership deed, Trade License), Ltd. Company (Incorporation Certificate, Trade License).
- iv. The Bidder shall be a Reputed Original Manufacturer of Switchgears, VCB and its components of Rated Voltage class 12 KV & above and satisfy the following minimum experience criteria regarding supply, installation and commissioning of the above-mentioned equipment during last Seven (07) years, reckoned from the date of publication of this tender:

One (01) no. of similar nature of work of executed value not less than Seventy percent (70%) of the estimated amount under WBSEDCL / WBSETCL / WBPDC / NHPC/ Power Grid / NTPC or any other Power Utility / Govt. undertaking Company of India

Or

Two (02) no. of similar nature of work of executed value not less than Fifty percent (50%) of the estimated amount under WBSEDCL / WBSETCL / WBPDC / NHPC/ Power Grid / NTPC or any other Power Utility / Govt. undertaking Company of India

Or

Three (03) no. of similar nature of work of executed value not less than Forty percent (40%) of the estimated amount under WBSEDCL / WBSETCL / WBPDCCL / NHPC/ Power Grid / NTPC or any other Power Utility / Govt. undertaking Company of India

The Bidder shall produce original copy of the documents in support of their respective eligibility criteria, along with a duly filled Experience Record as per proforma enclosed at **Attachment – 1 to Form – 1 of Chapter – 5, Forms & Proforma**. Any discrepancies found by the tender inviting authority may lead to rejection of the bid and forfeiture of the earnest money.

c. Other Qualification Criteria

- i. The bidder should not have been banned / de-listed / blacklisted / debarred from business by any PSU / Govt. Department / Semi-Govt. / Govt. Undertakings / Enterprise etc. during last Five (05) years reckoned from the date of this NleT Publication. Self-declaration in this regard is to be submitted as per Proforma enclosed at **Attachment – 2 to Form – 1 of Chapter – 5, Forms & Proforma**.
- ii. Bidder must have registered office in India and Service Centre to provide after sales services during and after guarantee period. Self-declaration in this regard shall be submitted by the bidder along with his bid enclosed at **Attachment – 3 to Form – 1 of Chapter – 5, Forms & Proforma**.
- iii. Bidder must assure to facilitate spare availability for at least fifteen (15) years from the date of submission of bid. Declaration in this regard shall be submitted by the bidder along with his bid enclosed at **Attachment – 3 to Form – 1 of Chapter – 5, Forms & Proforma**.

ITB-5. Cost of the Bidding Document

Cost of bidding document against this tender is EXEMPTED for all bidders.

However, the bidder(s) shall bear all costs associated with the preparation and submission of his (their) bid, and WBSEDCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

ITB-6. Pre-bid Meeting

The interested/intending bidders may also attend the Pre-Bid Meeting to be held in presence of the Tender Committee at Rammam Hydel Project, St-II, P.O: Lodhomahat, Dist.: Darjeeling-734201, on specified date and time for more clarifications regarding the tendering process, other related general and technical matters.

ITB-7. Clarification of Bidding Documents

The bidder shall be deemed to have carefully examined the bidding document and satisfied as to the nature and character of the system to be supplied and installed in accordance with the contract, and all relevant matters & details. Should there be any discrepancy or, obscurity in the meaning of any of these clauses of the e-Tender document or if there be any query of the intending bidder, the bidder(s) may contact on or before the last date of submission of query:

The Divisional Engineer (E)

In-charge of Power House, Rammam Hydel Project, St-II

Ph. No.: +91-99323-46106

West Bengal State Electricity Distribution Company Limited (WBSEDCL)

P.O: Lodhomahat, Dist.: Darjeeling-734201

Website: www.wbsedcl.in

Email id: pm.rhp@wbsedcl.in

Any modifications of the bidding documents, which may become necessary as a result of the queries submitted by the bidder(s), shall be made by the Owner exclusively through an amendment pursuant to **Cl. No. 8 of ITB**.

ITB-8. Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, the Tender Inviting Authority may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective bidder, amend the bidding documents. Any corrigendum, notification concerned to this NIEt will be published in the e-tender portal <https://wbttenders.gov.in>. The bidders are therefore advised to follow the website regularly for such corrigendum, notification etc.

The bidders are requested to visit the web portal once again before the due date of tender submission to ensure that they have not missed any corrigendum / addendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum / addendum, if any, will be that of the bidder. No separate intimation in respect of corrigendum / addendum to this tender (if any) will be sent to bidder(s).

In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Owner may, at its discretion, suitably extend the deadline for the submission of bids.

ITB-9. Language and Measurements

The offer prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Owner shall be written in English. The desired documents and any other document submitted by the bidder shall be written in English. The metric system of measurement shall be used exclusively in this contract.

ITB-10. Submission of Bid

Tenders are to be submitted online in two-cover mode **[i) Technical Cover and ii) Finance Cover]** along with all necessary documents, as asked for in the tender to the website stated in above, before the prescribed date & time using Digital Signature Certificate (DSC). The Bidder shall carefully go through the documents and prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations.

Bidder should submit earnest money deposit (EMD) as per the instructions specified in the tender document. Non-submission of the same shall be liable for rejection of his bid.

The bidder needs to download the Forms / Annexure, fill up the particulars in the designated cell where necessary as described and upload the same in the designated location of Technical Cover.

The utmost care shall be taken for uploading "Schedule of Quantities & Prices" and any change(s) / modification(s) made to the price schedule shall render it unfit for bidding. The bidder needs to download the BOQ, fill up the basic rate in figure, HSN/SAC no. and percentage GST as per applicability in the designated field of BOQ and upload the same in the designated location of Finance Cover.

The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC). The uploaded Documents will get encrypted (transformed into non readable formats).

All the documents uploaded by the Tender Inviting Authority form an integral part of the contract. The bidder should take note of all the addendum/corrigendum related to the tender and upload the latest digitally signed documents as part of the tender.

ITB-11. Bid Documents submission structure

The NIeT will contain the following Cover and Folder structure in the <https://wbttenders.gov.in> website. The intending bidders should carefully follow the Cover and Folder structure and submit the concerned and necessary document accordingly with DSC. Any deviation to this may lead to rejection of the bid.

A. 'Technical Cover' – The Technical Cover will contain the following folders, in each of which one pre-designated file type is allowed to be uploaded. The Bidder needs to browse the selected file type and upload it with necessary DSC:

A.1. 'NIT Folder'–This folder will contain downloaded and uploaded copies (Digitally Signed) of the following in a single PDF file. The following should be merged and accommodated in a single PDF file and uploaded accordingly:

- a) NIT Document
- b) Addenda/ Corrigendum, if published.

A.2. 'Annexure Folder' –This folder will contain downloaded and *duly filled up* uploaded copies (Digitally Signed) of the following documents merged and accommodated in a single PDF file.

Bid Form (Form – 1 of Chapter – 5: Forms & Proforma) along with duly filled following attachments:

- ✓ Experience Record along with supporting documents as per Cl. No. 4.b.iv of ITB [as per attached proforma] (Attachment 1).
- ✓ Self-Declaration on Banning of Business during last Five (05) years reckoned from the date of this NIeT Publication as per Cl. No. 4.c.i of ITB [as per attached proforma] (Attachment – 2).
- ✓ Self-Declaration on after sale service and/or availability of spares for at least Fifteen (15) years reckoned from the date of this NIeT publication as per [own bidder's own letterhead and in own language] Cl. No. 4.c.ii & 4.c.iii of ITB [as per attached proforma] (Attachment – 3).
- ✓ Scanned copy of ECS Form [as per attached proforma] (Attachment – 4).

A.3. 'Product Folder' – This folder will contain (Digitally Signed) of the following in a single PDF file. The following should be merged and accommodated in a single PDF file and uploaded accordingly:

- a) Product Brochure- The bidder should upload the brochure of the specific model against which he is submitting the bid.
- b) Product Datasheet- The bidder should upload the brochure of the specific model against which he is submitting the bid.

B. 'Finance Cover'–The Finance Cover will contain only one folder as '**BOQ Folder**'. The Bidder needs to download the excel file [*.XLS] from 'Work Item Documents' under 'Tenders Documents' section. After downloading the mentioned [*.XLS] file, the bidder needs to do the following:

- i) The rate without GST to be quoted online only in the BOQ on "Item Rate basis" in the space marked for quoting rate as "BASIC RATE", GST in percentage, HSN/SAC code etc. Quoted rate will be encrypted in the BOQ under Price Bid.
- ii) Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire work on a "SINGLE RESPONSIBILITY" basis in "SCHEDULE OF QUANTITIES & PRICES" i.e., BOQ_XXXX.xls such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in

respect of the procurement and testing of all items including spare parts, tools and tackles. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in this bidding document.

- iii) All figures mentioned under the Financial Bid should be in Indian National Rupee (INR). Financial proposals in any currency other than INR would be considered non-responsive and will be rejected.

C. 'OID or Other Important Documents' – 'OID or Other Important Documents' section will have the following category under which the mentioned documents are required to be uploaded with Digital Signature.

C.1. 'Certificate' – This category will contain uploaded copies (Digitally Signed) of the following.

- a) GST Registration Certificate
- b) PAN or Permanent Account Number

C.2. "Company Details" – Partnership Deed, Co-operative Society by Law, MOA, Trade License, and Company Registration certificate (whichever applicable/available).

The documents uploaded shall be virus scanned and digitally signed using the Digital Signature Certificate (DSC).

ITB-12. Disqualification / Ineligibility of Bidders

Even though the bidders meet the qualifying criteria, they shall be disqualified if they

- have been involved in corrupt / fraudulent / collusive / coercive practices and/or,
- have made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements and/or,
- have found to be guilty in formation of cartel for submitting their bids and/or,
- have any record of poor performance such as abandoning the works, serious litigation history, or financial failures etc. (basis of assessment of suitability shall be decided by WBSEDCL based on the parameters laid down by him on these issues) and/or,
- have been declared ineligible for poor performance / failure issued by the Govt. of India / Any State Govt. / Govt. Department / PSU / World Bank / Asian Development Bank etc.

ITB-13. Bid Security / Earnest Money

Bidder(s) shall submit Earnest Money amounting **Rs. 7,94,702.00/- (Rupees Seven Lakh Ninety-Four Thousand Seven Hundred and Two only)** online at e-tender portal of Govt. of W.B.

Earnest Money Deposit in this e-tendering process will be collected / refunded, as the case may be, in online mode only. Depositing DD / Pay Order to the Tender Inviting Authority i.r.o. submission of Earnest Money Deposit (EMD) will not be allowed.

EMD for unsuccessful bids will be returned to the bidders automatically from NIC portal after completion of tendering process i.e., after uploading of a letter indicating confirmation / notification of Letter of Award (LOA)/Purchase Order (PO) by the Tender Inviting Authority in the e-tender portal. For technically rejected bids, EMD amount will be automatically returned to the bidders after the bid is technically rejected in e-tender portal. Payment status of bids submitted against this tender will be available in MIS reports provided in e-tender portal maintained by NIC. Partial Payment through online mode i.r.o. EMD will not be allowed.

The Earnest Money / Bid Security are required to protect the Owner against the risk of bidder conduct, which would act as bid guarantee up to the issuance of Letter of Award (LOA)/Purchase Order (PO). EXEMPTION ON EARNEST MONEY / BID SECURITY WILL NOT BE ALLOWED TO ANY BIDDER(S) AS PER OWNER'S COMPANY POLICY.

The Earnest Money / Bid Security shall be made payable to WBSEDCL without any condition whatsoever.

EMD shall be released to the successful bidder after issuance of Letter of Award (LOA) / Purchase Order (PO) as per **Cl. No. 22 of ITB** or

In case, WBSEDCL cancel the whole Tender on his own for any reason, the EMD submitted by the bidder will be returned subsequently.

ITB-14. Forfeiture of Earnest Money / Bid Security

The Earnest Money / Bid Security of the bidder shall be forfeited if the bidder

- has been involved in corrupt / fraudulent / collusive / coercive practices and/or,
- has made misleading or false representation(s) in the forms, statements and attachments submitted in proof of the qualification requirements and/or,
- has found to be guilty in formation of cartel for submitting their bids and/or,
- has modified / withdrawn the Bid after Bid opening and during the period of Bid Validity and/or,
- does not accept the corrected amount of Bid as per **Cl. No. 16.d of ITB** and/or,

The Earnest Money / Bid Security of the successful bidder shall be forfeited, if the successful bidder

- fails to submit the Performance Bank Guarantee of the requisite amount, validity and claim period (**Cl. No. 20 of ITB**) within Twenty-Eight (28) days from the date of issuance of Letter of Intent (LOI) and/or,
- fails to submit any other document(s) within stipulated date as mentioned in the Letter of Intent (LOI) (**Cl. No. 19 of ITB**)

ITB-15. Period of Bid Validity

The tender shall be valid for one hundred and eighty (180) days from the date of opening of the technical bid. If the bidder modifies/withdraws the bid during the validity period of bid, the bid will be cancelled with forfeiture of Earnest Money Deposit (EMD).

ITB-16. Opening and Evaluation of Tender

Tenders will be opened on the pre-scheduled date and time as per N.I.T.

The tender Inviting Authority shall evaluate and compare only the bids determined to be substantially responsive.

a. Opening of Technical Bid -

- i) Technical Bid will be opened by the Tender Inviting Authority or his authorized representative electronically from the web site stated using their Digital Signature Certificate. Intending bidders(s) may remain present if they so desire.
- ii) Technical proposals for those tenderers whose EMD have been received will only be opened.
- iii) Decrypted documents as uploaded by the interested bidder in response to the NIT will be downloaded for the purpose of evaluation.

b. Technical Evaluation -

- i) The Tender Inviting Authority will check and ascertain the responsive bid(s) for the fulfilment of the Eligibility Criteria and other requirements specified under **Cl. No. 4 of ITB**. The Bids submitted by the Bidders who meet the qualification criteria as specified under the above referred clause shall only be qualified for consideration and further evaluation by the Tender Inviting Authority.

- ii) The tender Inviting Authority may ask the bidder for any additional documents or clarification on any document(s) that have been submitted by the bidder along with his bid during scrutinizing the technical bids. An unsatisfactory response from the bidder may lead to rejection of his bid.
- iii) After scrutiny of technical bids, summary of the technical evaluation along with date of opening of the Financial Bid will be uploaded in the e-Tender portal of Govt. of West Bengal (<https://wbtenders.gov.in>).

c. Opening of Financial Bid -

- i) Financial proposals of the bidders, declared techno-commercially eligible, will be opened electronically by the Tender Inviting Authority from the e-tender portal on the prescribed date. Intending bidders(s) may remain present if they so desire.
- ii) The encrypted copies will be decrypted, and the quoted rates will be read out to the bidders remaining present at that time.

d. Evaluation of Financial Bid -

- i) The bids shall be evaluated based on "Overall Total Price" quoted by the contractor as mentioned in the BOQ.
- ii) The evaluated bid price of all bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison, the overall lowest price/bid will be selected for award of contract.
- iii) The Tender Inviting Authority may ask any of the Bidders to submit analysis to justify the rate quoted by that Bidder.
- iv) Tender Inviting Authority shall have the right to ask the supporting documents from the techno-commercially eligible bidders for verifying the HSN Codes and/or SAC Codes provided by the bidder with his bid for various item / equipment. If any discrepancy is found between the supporting documents provided by the bidder with the ones mentioned by him in the Price Schedule, the same along with corresponding rate of GST shall be corrected as per actual applicability and adjusted accordingly.
- v) Conditional rebate, if any, offered by any bidder shall not be considered in the Bid evaluation.
- vi) Overall lowest valid rate should normally be accepted. However, the Tender Accepting Authority does not bind himself to do so and reserves the right to reject any or all the tenders, for valid reasons which are not liable to express to the Bidders.

ITB-17. Process to be Confidential

After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of Bids and information related the Award of Contract shall not be disclosed to bidders or any other person until the Award of the Contract to the successful bidder has been announced.

Any effort by a bidder to influence WBSEDCL or other connected in the process of examination, clarification, evaluation and comparison of bids, and in decisions concerning the award of contract, may result in the rejection of his/their bid.

ITB-18. Right to Accept Any or Reject Any or All Offers

The Project Manager, Rammam Hydel Project, St-II, WBSEDCL reserves the right to reject any or all the offers without assigning any reason whatsoever at any time prior to the Award of Contract, without thereby incurring any liability to the affected bidder or bidders.

However, the bidders, who wish to seek reasons for such decision of cancellation / rejection, may ask in writing to the Owner. The Owner will inform the reason unless its disclosure

reasonably could be expected to affect the sovereignty and integrity of India; the security, strategic, scientific or economic interest of the State; relation with foreign state or lead to incitement of an offence.

ITB-19. Letter of Intent (LOI)

Letter of Intent (LOI) will be sent to the successful bidder whose Bid has been determined to be substantially responsive to the requirement of the bidding documents and has been evaluated as the Lowest Bid (L1) following the evaluation procedure carried out in accordance with **Cl. No. 16 of ITB** and subject to **Cl. No. 18 of ITB**. The Successful Bidder shall comply with all requirements of the Bidding Documents.

The successful bidder should submit any other document as desired by the Owner in the Letter of Intent (LOI) within twenty-eight (28) days from the date of issuance of the Letter of Intent (LOI).

Failure of the successful Bidder to comply with the requirements of the LOI within the stipulated date shall constitute sufficient grounds for the annulment of the Letter of Intent (LOI) and forfeiture of the bid security. In that event the Owner may issue Letter of Intent (LOI) to the next lowest evaluated bidder (L2) or call for new bids.

Decision of Tender Inviting Authority in respect of each procedure for finalization of the contract will be final and bound to every bidder.

ITB-20. Performance Security / Contract Performance

- a. The successful bidder shall submit Performance Security / Contract Performance Guarantee of value equivalent to **10% (TEN PERCENT)** OF THE TOTAL CONTRACT PRICE within the stipulated days as asked for in the Letter of Intent (LOI) in the form of Bank Guarantee as per the prescribed format provided in **Form – 2 of Chapter – 5: Forms & Proforma**.

The validity of the Bank Guarantee for Performance Security / Contract Performance shall be for a period of **Sixteen (16) months** (calculated based on the Time for Commencement and Completion as per **Cl. No. 6 of GCC** and the Guarantee Period as per **Cl. No. 12 of GCC**) with a claim period of 03 (three) months. The contractor may have to extend the validity of their Bank Guarantee with a claim period of Six (06) months subject to any extension of time for completion of the work granted by the WBSEDCL to the contractor as per **Cl. No. 8 of GCC**. Format for extension of Bank Guarantee is provided in **Form – 3 of Chapter – 5: Forms & Proforma**.

- b. Failure of the successful Bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the Letter of Intent (LOI) with forfeiture of his bid security. In that event the Owner may issue Letter of Intent to the next lowest evaluated bidder (L2) or call for new bids.

ITB-21. Forfeiture of Performance Security

Performance Security / Contract Performance as submitted by the contractor as applicable following **Cl. No. 20 of ITB** shall be forfeited if the contractor fails to rectify / replace of the defective / damaged item(s) / equipment / work within the **Guarantee Period**.

ITB-22. Letter of Award (LOA) / Purchase Order (PO)

The Project Manager, Rammam Hydel Project, St-II, WBSEDCL will issue Letter of Award (LOA)/ Purchase Order (PO) to the successful bidder in writing before the expiry of the period of bid validity as per **Cl. No. 15 of ITB** and after receiving all the requisite documents as per the Letter of Intent (LOI) pursuant to **Cl. No. 19 of ITB**, if the whole tender is not cancelled / postponed by WBSEDCL.

ITB-23. Contract Agreement

A Contract Agreement in format prescribed in **Form – 5 of Chapter – 5: Forms & Proforma** shall be executed within the timeline that will be specified in the Letter of Award (LOA)/Purchase Order (PO). Copy of such Contract Agreement shall be submitted along with all other documents (**Cl. No. 14 of GCC**) before processing of any payment (**Cl. No. 16 of GCC**) by the Paying Authority.

ITB-24. Holiday Listing and Vendor Rating

Holiday Listing & Vendor Rating will be applicable according to the “Holiday Listing & Vendor Rating” policies of the Revised Purchase Policy, which is posted on the website of WBSEDCL (www.wbsedcl.in). Performance of the bidders, who supplied materials/equipment or worked to WBSEDCL previously, will be evaluated for their Vendor Rating according to the said Vendor Rating policy and their Vendor Rating will be taken into consideration at the time of evaluation of Technical and Financial Proposals of the tender.

CHAPTER – 3: GENERAL CONDITION OF CONTRACTS (GCC)

GCC-1. Scope of Work

“Dismantling of existing 11 KV, Siemens 8BK20, VCB Switchgear and Shifting of the same to store along with Design & Engineering, Manufacturing, Inspection & Testing, Supply, Installation, Training and Final Commissioning of a New 11 KV, 14 Panel VCB Switchgear as specified in the scope, at Rammam Hydel Project Stage-II, WBSEDCL”.

GCC-2. Contractor’s Responsibilities

- a. The Contractor shall perform the jobs mentioned under ‘Scope of Work’ with due care and diligence in accordance with the contract.
- b. The Contractor confirms that he has entered this Contract based on a proper examination of the data relating to the job provided by the WBSEDCL and of other data readily available to him relating to the work. The Contractor acknowledges that any failure to acquaint him with all such data and information shall not relieve his responsibility for properly estimating the difficulty or cost of successfully performing the work.
- c. The Contractor shall acquire and pay for all permits, approvals and/or licenses from all local, state or central government authorities or public service undertakings in the country where the Site is located which such authorities or undertakings require the Contractor to obtain in the Contractor’s name and which are necessary for the fulfillment of the Contract.
- d. The Contractor shall comply with all laws in force in the country. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Owner from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or his personnel.
- e. The Contractor shall indemnify and hold harmless the Owner from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting i.r.o. his personnel during execution of any job under the scope of this contract.

GCC-3. Governing Law

The Contract shall be governed by and interpreted in accordance with laws of West Bengal/India.

GCC-4. Settlement of disputes

The parties shall take necessary steps to settle any dispute through mutual discussion with issuing prior notice in writing to other side at least Seven (07) days in advance. If the issue would remain unresolved to the satisfaction of the parties, then the matter may be referred to Arbitration. The provisions of “Arbitration and Conciliation Act 1996” will apply with respect to Arbitration proceedings between the parties.

The parties may refer the matter for Arbitration on expiry of Forty-Five (45) days from the date of intimation of disapproval / dissatisfaction from either party to other party. The venue of the Arbitration proceedings shall be in the state of West Bengal. The cost of the Arbitration shall be borne equally by the parties.

GCC-5. Jurisdictional Matter

Either party may approach Court of law if any of them is aggrieved by the award of the Arbitration proceedings.

All litigation matters between the parties, if any, shall be held in any Court in Kolkata under the superintendence of High Court Calcutta.

GCC-6. Time for Commencement and Completion

The Contractor shall complete the whole work as per the contract within **One Hundred and Twenty (120) days**, as described in three parts,

- a. Supply of Switchgear and all its components as per specification provided in **Cl. No. TSS-1.A of Chapter 4**, within **Sixty (60) days** from the date of placement of Letter of Award (LOA) / Purchase Order (PO).
- b. Dismantling of Existing Siemens 8BK20 Switchgear and subsequent transport of the same to the RHP, St-II Store in good condition, in accordance with **Cl. No. TSS-1.B of Chapter 4**, to be executed within **Thirty (30) days** in a phase wise manner.
- c. Installation of the said Switchgear along with all components, Testing and Commissioning of the complete set up, up to the full satisfaction of the Engineer-in-Charge/Controlling Officer in accordance with **Cl. No. TSS-1.B of Chapter 4**, to be executed within **Thirty (30) days** in a phase wise manner.

The Contractor shall complete the whole job under the scope of this contract within the time stated in the Contract or within such extended time to which the Contractor shall be entitled to. After successful commissioning an intimation i.r.o. Handing Over of such installations is to be submitted by the Contractor to WBSEDCL in written, for acceptance and Taking Over.

A **Work Completion Certificate** shall be issued by the Engineer-in-Charge/Controlling Officer after such taking over of all installations by WBSEDCL. Copy of such Work Completion Certificate shall be submitted along with all other documents (**Cl. No. 14 of GCC**) before processing of payment towards Installation and Commissioning part (**Cl. No. 16 of GCC**) by the Paying Authority.

It is to be noted that time is the essence of the contract and any default on the part of the contractor to complete the work within the stipulated aforesaid date(s) or within the time as may be extended in writing by the Controlling Officer will be subjected to the imposition of liquidated damages (**Cl. No. 9 of GCC**).

The Owner shall have the right, without prejudice to any other clauses, to terminate the contract because of an unreasonable delay in completion of the work, which is fully attributable to the contractor.

GCC-7. Force Majeure

- a. "Force Majeure" shall mean any event beyond the reasonable control of the Owner or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected and shall include, without limitation, the following:
 - War and other hostilities (whether war be declared or not), invasion, act of foreign enemies, requisition or embargo
 - Rebellion, revolution, insurrection, military or usurped power and civil war
 - Riot, commotion or disorder, except where solely restricted to employees of the Contractor or of his sub-contractors
 - Ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof
 - Earthquake, flood, cyclone and such other natural disaster affecting Contractor's work and pandemic situation, if so, declared by the Govt. of India
- b. If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within Fifteen (15) working days after the occurrence of such event.

- c. The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with **Cl. No. 8 of GCC**.
- d. The Owner shall neither be responsible nor liable to bear any compensation for any interruption of work in the site due to force majeure.

GCC-8. Extension of Time for Completion

An extension of time beyond that specified in **Cl. No. 6.a, 6.b and 6.c of the GCC** without imposition of Liquidated Damage (LD), may be granted for delay in execution of work provided there is no fault whatsoever on the part of the contractor.

Such an extension may only be granted based on an application, to be submitted within the schedule date of completion, by the contractor who has to establish that the extension of time required by him is not due to his fault.

The Contractor may claim an extension of the Time for Completion if he is or will be delayed in completing the Works for any occurrence of Force Majeure as provided in **Cl. No. 7 of GCC**.

GCC-9. Liquidated Damage

- a. If the contractor fails to complete the Work successfully within the time specified in the Contract or within any extended time of completion as per **Cl. No. 8 of GCC**, then liquidated damage shall be imposed on the Contractor at a rate of Half Percent (0.5%) of the Contract Price for each calendar week, subject to Maximum Ten Percent (10%) of the Contract Price, for such delay which shall elapse between the time prescribed or extended time, as the case may be, and the date of completion of the work. Once the "Maximum Liquidated Damage" is reached, the Owner may consider termination of the Contract, pursuant to **Cl. No. 25 of GCC**.
- b. Decision of the Engineer-in-Charge/Controlling Officer in this regard shall be treated as final and bound to the Contractor.
- c. WBSEDCL may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any bills due or which may become due to the contractor or from the Performance Security (if any) submitted by the Contractor.
- d. Payment of the liquidated damages shall not relieve the contractor from his obligations to complete the work or from any other of his obligations and liabilities under the contract.
- e. No bonus will be given for earlier Completion of the Facilities or part thereof.

GCC-10. Risk Purchase

The time of delivery or stipulated in this purchase order shall be deemed to be the essence of the order and if the contractor fail to deliver any consignment within the period prescribed for such delivery as mentioned above, WBSEDCL shall be entitled to purchase such consignment or if not available, the best and nearest available substitute elsewhere on your account and at your risk or to cancel the order and you shall be liable to compensate for any loss or damage which WBSEDCL may sustain by reason of such failure on your part.

GCC-11. Work Procedure

- a. Packing:

The shipping container shall be clearly marked on at least two sides as follows (whichever is applicable):

- i. Consignee
- ii. Contract No.

- iii. Dispatch Order No.
- iv. Package No.
- v. Description
- vi. Item No.
- vii. Net and gross weight
- viii. Volume (Length x Width x Height)

The bidder may go through **Cl. No. 6 of TSS in Chapter 4** for further details.

b. Transportation:

The Contractor shall at its own risk and expense transport all the items under the scope of this contract to the Site (Rammam Hydel Project, ST-II site). The Contractor shall be responsible for obtaining, if necessary, required approvals from the authorities for transportation of the items under the scope of this contract to the Site. The Contractor has to comply with the Provisions of “Carriage by Road Act 2007” and its rules. E-way Bill (if any) has to be generated by the Contractor as per “GST Act 2017”.

GCC-12. Guarantee

In the event of any defect in the equipment arising out of faulty design, materials, and workmanship or in any part of work within **Twelve (12) months** from the date of successful commissioning and handing over as stated in **Cl. No. 6 of the GCC**, the Contractor shall guarantee to replace or repair the same to the satisfaction of the WBSEDCL at his own cost and risk. Downtime for such work will be fifteen (15) days from the date of intimation by the owner in writing.

The Contractor (Manufacturing Agency) shall submit a Guarantee Certificate as per **Form 4 of Chapter 5: Forms & Proforma** after successful commissioning of the said switchgear.

If the Contractor fails to do so within a reasonable time, WBSEDCL reserves the right to effect repair or replacement by any other agency and recover charges for repair or replacement from the contractor from its Performance Security.

GCC-13. Variation, Additions and Omissions

The WBSEDCL reserves the right to alter, amend, omit or otherwise vary the scope as felt necessary for better performance of the equipment and as per actual site requirement. Any such modification as required for complete and successful installation of the setup, assessed during site visit by the supplier (**Cl. No. 4 of TSS in Chapter 4**) shall not involve any additional cost beyond the offered value.

GCC-14. Handing Over of Documents

The contractor shall submit the following documents for further processing of the Payment by the Paying Authority,

- i. Test Reports (if any), as per requirement.
- ii. All datasheets.
- iii. Detailed technical specifications and drawings (if any) of the item.
- iv. Installation guide.
- v. Operation and Maintenance Manual including troubleshooting.
- vi. Guarantee Certificate (**Form 4 of Chapter 5: Forms & Proforma**).
- vii. Any other documents as required by the Controlling Officer.
- viii. Copy of Contract Agreement (**Cl. No. 23 of ITB**).
- ix. Copy of Work Completion Certificate (**Cl. No. 6 of GCC**).

GCC-15. Contract Price

Quoted Unit Prices in the Financial Bid (BOQ_XXXX.xls) shall be fixed / firm. Escalation on the unit prices quoted by the Contractor in their Financial Bid shall not be allowed due to any reason what-so-ever.

Basic rate of the Materials shall be quoted **inclusive of all costs viz. mandatory spare parts, additional accessories, tools and tackles, freight & insurance, tests charge (if any), taxes and duties etc.** but exclusive of GST.

The applicable percentage of GST shall be quoted by the bidder in the designated cell provided in the Financial Bid (BOQ_XXXX.xls). The benefit of Input Tax Credit (ITC) should be adjusted in the quoted price. The amount of discount, if any, shall be adjusted for computation of tax.

GCC-16. Terms of Payment

- a. No mobilization advance and secured advance will be allowed.
- b. The payment shall be made by the Paying Authority to the contractor after receipt of the following documents as per requirement along with a proper covering letter addressed to the Engineer-in-Charge (clarified further in this document),
 - All requisite documents pursuant to [Cl. No. 14 of GCC](#).
 - Commercial Invoice in triplicate for each Supply and/or Dismantling, Installation & Commissioning scope
 - Documentary evidence of applicable Taxes & Duties (if any)
 - Certificate of Receipt of Materials to be issued by the Consignee Officer or the Store-in-Charge
 - Challans, packing lists, e-way bills and other related documents
- c. Provisions of the Performance Security as mentioned in [Cl. No. 20 of ITB](#) shall be considered.
- d. 100 % of the Contract Value shall be paid to the contractor, in following two parts subjected to realization of any LD in line with [Cl. No. 9 of the GCC](#) (if delayed beyond the specific time limits as provided in [Cl. No. 6.a, 6.b and 6.c of the GCC](#)).
 - i. Supply: After delivery of the last consignment of materials as per the scope.
 - ii. Dismantling, Installation & Commissioning: After successful dismantling of old switchgear; installation, testing, commissioning of new switchgear as well as handing over of all installations, along with compliance of [Cl. No. 14 of GCC](#).
- e. The GST shall be paid extra to the agency as applicable.
- f. The payment shall be made to the Contractor in Indian Rupees only.

GCC-17. Taxes and Duties

- a. Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all direct and indirect taxes, duties, levies and charges assessed on the Contractor by all municipal, state or central government authorities in connection with the Work.
- b. All statutory deductions like Income Tax (IT), Works Contract Tax (WCT), Cess, Service Tax (RCM) etc., as per applicability, will be made from the Bill payable to the contractor, as per applicability of different laws of the land.

GCC-18. Submission of Challan

Copies of Challan in triplicate are to be submitted to the consignee officer along with the materials/equipment at the time of physical delivery. The original signed Challan shall have to be submitted for payment processing by the Paying Authority. The duplicate copies of the challan duly signed by the consignee officer will be returned to the supplier.

The Contractor has to submit details specification of equipment supplied by them along with the challans.

GCC-19. Issue & Submission of Waybill

E-waybill as generated from the waybill portal by the supplier is to be submitted along with the challans, packing lists, material receipt certificate and supply invoices in required copies for payment processing.

GCC-20. Engineer-in-Charge

The Additional CE & Project Manager, Rammam Hydel Project, St-II, WBSEDCL, Lodhamahat, Darjeeling-734201.

GCC-21. Controlling Officer

The Superintending Engineer (E), Rammam Hydel Project, St-II, WBSEDCL, Lodhamahat, Darjeeling-734201.

GCC-22. Supervising Officer

The Divisional Engineer (E) & In-Charge of Powerhouse, Rammam Hydel Project, St-II, WBSEDCL, Lodhamahat, Darjeeling-734201.

GCC-23. Consignee Officer

The Divisional Engineer (E) & Store-in-Charge, Rammam Hydel Project, St-II, WBSEDCL, Lodhamahat, Darjeeling-734201.

GCC-24. Paying Authority

The Manager (F&A), Rammam Hydel Project, St-II, WBSEDCL, Lodhamahat, Darjeeling-734201.

GCC-25. Termination of Contract

WBSEDCL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Contractor, referring to this Clause.

- a. If the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt.
- b. If the Contractor assigns or transfers the Contract or any right or interest therein to any third party.
- c. If the Contractor, in the judgment of the Owner has engaged in corrupt, collusive, coercive or fraudulent practices in competing for or in executing the Contract.
- d. If the Contractor has abandoned or repudiated the Contract or delayed the completion of the work to such extent that maximum limit of liquidated damage pursuant to Cl. No. 9 of GCC has been reached.

GCC-26. Pre-bid Meeting

The interested/intending bidders may also attend the Pre-Bid Meeting to be held in presence of the Tender Committee at Rammam Hydel Project, St-II, P.O: Lodhomahat, Dist.: Darjeeling-734201, on specified date and time for more clarifications regarding the tendering process, other related general and technical matters.

CHAPTER – 4: TECHNICAL SPECIFICATION AND OTHER RELATED MATTERS

TSS-1. Technical Specification

A. Supply:

Indoor Type, 11 KV, 14 Panels, VCB Switchgear having Twelve (12) Nos 11 KV Vacuum Circuit Breakers (4 X 12.75 MW Generator, 2 X 11/132 KV Bank Transformer, 2 X 11/0.415 KV Auxiliary Transformer, 2 X 11/11 KV Isolation Transformer, 1 X Bus Coupler & 1 X SPARE), Two (02) Nos 11 KV/110 V Bus Section PT(s) and other components/accessories of reputed make and latest model in full & good condition at own risk within a time limit as specified in **Cl. No. 6.a of the GCC**. Detailed Technical Specifications are provided as under,

TECHNICAL SPECIFICATIONS for 11 KV, INDOOR TYPE, 14 PANEL SWITCHGEAR WITH VCB AND OTHER ACCESORIES FOR RHP ST-II, GENERATING STATION			
Applicable Standard	IS 13118:1991		Circuit Breakers
	IS 3156:1992		Potential Transformers
	IS 2705:1992		Current Transformers
	IEC 61869-1:2023		Instrument Transformers
	IEC 62271-1:2007		High Voltage Switch Gear and Control Gear
	IS 5		Color for ready mixed paints and enamels (Panel and Breaker)
SCADA Compatibility			Compatible (Latest Version)
Specifications of the Switchgear	Rated Voltage Level		12 KV
	Operating Voltage Level		11 KV
	Type of Switch Gear as Arc Interrupter		VCB
	Bus Bar Rating		2500 A
	Rated Frequency		50 Hz
	Rated Symmetrical Breaking Current		40 KA _{rms}
	Rated Asymmetrical Breaking Current		1.55 X 40 KA _{rms}
	Rated Making Current		2.5 X 40 KA _{rms}
	Rated Short Time with Stand Current (STC)		40 KA _{rms} /1 sec
	Insulation Level		12/28/75 KV
Constructional/ Design Features	Material Framework		Structural Steel
	No. of Compartments		14
	Material of the Main Bus in each Section		High Conductivity Electrolytic Copper or Equivalent Material
	Thickness	Front Door, LT Chamber	2.0 mm
		Front Door, VCB Chamber	2.5 mm
		Load Bearing Member, Vertical/ Horizontal	2.0 mm
		Top Cover/Explosion Cover	2.0 mm

		Partition between LT Chamber	2.0 mm
		Partition between VCB Chamber	2.0 mm
		Barrier Sheet between VCB/Bus-bars/Cable Chamber	2.0 mm
	Flooring Dimension to be fitted in		1120 cm X 280 cm (As measured for existing 11 KV, Siemens, 8BK20 VCB Switch Board)
	Maximum Permissible Height		3000 mm
Individual VCB Requirement	Incoming Feeder from Generating Unit	4 Nos	Make- Reputed, Rated Voltage- 12 KV, Working Voltage- 11 KV, Frequency- 50 Hz, Rated Current- 1250 A, I _{sc} - 44 KA, Rated Operating Sequence- 0-3sec-CO-3min-CO, SCADA compactible, suitable for 3Φ, 11 KV, 12.75 MW/15 MVA, Generating Unit
	Outgoing Feeder to Bank Transformer, 11 KV or LV Side	2 Nos	Make- Reputed, Rated Voltage- 12 KV, Working Voltage- 11 KV, Frequency- 50 Hz, Rated Current- 2000 A, I _{sc} - 44 KA, Rated Operating Sequence- 0-3sec-CO-3min-CO, SCADA compactible, suitable for 3Φ, 11/132 KV, 30 MVA, Transformer Bank
	Outgoing Feeder to Auxiliary/Station Service Transformer	2 Nos	Make- Reputed, Rated Voltage- 12 KV, Working Voltage- 11 KV, Frequency- 50 Hz, Rated Current- 1250 A, I _{sc} - 44 KA, Rated Operating Sequence- 0-3sec-CO-3min-CO, SCADA compactible, suitable for 3Φ, 11/0.415 KV, 0.80 MVA, Station Service Transformer
	Outgoing Feeder to Isolation Transformer	2 Nos	Make- Reputed, Rated Voltage- 12 KV, Working Voltage- 11 KV, Frequency- 50 Hz, Rated Current- 1250 A, I _{sc} - 44 KA, Rated Operating Sequence- 0-3sec-CO-3min-CO, SCADA compactible, suitable for 3Φ, 11/11 KV, 1.50 MVA, Isolation Transformer
	Bus Coupler	1 Nos	Make- Reputed, Rated Voltage- 12 KV, Working Voltage- 11 KV, Frequency- 50 Hz, Rated Current- 2500 A, I _{sc} - 44 KA, Rated Operating Sequence- 0-3sec-CO-3min-CO, SCADA compactible, to act as a Bus Coupler Breaker separating Bus Section 1 & Bus Section 2
	SPARE	1 No	Make- Reputed, Rated Voltage- 12 KV, Working Voltage- 11 KV, Frequency- 50 Hz, Rated Current- 2000 A, I _{sc} - 44 KA, Rated Operating Sequence- 0-3sec-CO-3min-CO, SCADA compactible to be kept as a Spare

Current Transformers	Incoming feeder from Generating Unit	4 Sets	Make- Reputed; Core-1: 1000/5A, 15 VA, CLASS 0.5 for Metering & Core- 2: 1000/5A, 15 VA, CLASS PS for Generator Differential Protection in all Three Phases
	Outgoing Feeder to Bank Transformer, 11 KV or LV Side	2 Sets	Make- Reputed; Core-1: 2000/5A, 15 VA, CLASS 0.5 for Metering; Core- 2: 2000/5A, 15 VA, CLASS 5P10 for Earth Fault & Over Current Protection & Core-3: 2000/5A, 15 VA, CLASS PS for Differential Protection in all Three Phases
	Outgoing Feeder to Auxiliary/Station Service Transformer	2 Sets	Make- Reputed; Core-1: 50/5A, 15 VA, CLASS 0.5 for Metering & Core- 2: 50/5A, 15 VA, CLASS 5P10 for Earth Fault & Over Current Protection in all Three Phases
	Outgoing Feeder to Isolation Transformer	2 Sets	Make- Reputed; Core-1: 200/5A, 15 VA, CLASS 0.5 for Metering & Core- 2: 200/5A, 15 VA, CLASS 5P10 for Earth Fault & Over Current Protection in all Three Phases
	Bus Coupler	1 Set	Make- Reputed; Core-1: 2000/5A, 15 VA, CLASS 0.5 for Metering & Core- 2: 2000/5A, 15 VA, CLASS 5P10 for Earth Fault & Over Current Protection in all Three Phases
	SPARE	1 Set	Make- Reputed; Core-1: 1000/5A, 15 VA, CLASS 0.5 for Metering & Core- 2: 1000/5A, 15 VA, CLASS 5P10 for Earth Fault & Over Current Protection in all Three Phases for future requirement (if any)
Potential/Voltage Transformers	To be fixed inside the Bus Riser + BPT Panel	2 Sets	Make- Reputed; Winding 1: 11/ $\sqrt{3}$ KV/110/ $\sqrt{3}$ V, Y-Y, 100 VA/ Φ , CLASS 0.5 for Metering & Winding 2: 11/ $\sqrt{3}$ KV/110/ $\sqrt{3}$ V, Y-Y, 100 VA/ Φ , CLASS 3P for Protection to be fixed inside the Bus Riser + BPT Panels on either Bus Sections
Surge Arrestors		7 Sets	Reputed make to be fitted inside all the Outgoing Feeder Panels for Bank Transformers/ Station Service Transformers/ Isolation Transformers and SPARE Panel
Auxiliary Power Supply	240 V, 50 Hz, AC		Space Heaters, Illumination Lamp, Socket and other desired connections
	220 V DC		Closing of Solenoid, Shunt Release, Spring Charging, Relaying and Protection, Indication Lamps, Annunciation, Hooter and other desired purposes
Low Voltage (LV) Compartment			Mounted on the Panel
Wiring	CT Secondary Connections		4 Sq.mm.
	PT/VT Secondary Connections		2.5 Sq. mm.

	Other Local Control/Metering Cable Connections		2.5 Sq. mm.
Circuit Breaker Closing Mechanism			Motor Operated/Manual Spring Charge
Relaying	Numeric Relay		With Definite Time O/C, Definite Time E/F, Inverse Time O/C, Inverse Time E/F, Undervoltage, Overvoltage, Neutral Displacement, Check Synchronizing, Trip Circuit Supervision, Lockout, Differential and other protection schemes. Shall be of a reputed make like GE/Alstom/ABB/Siemens /Schneider/CGL. Shall be compatible with Auxiliary DC Power Supply of 220 V. Shall have SCADA compatibility. Must have minimum specifications/ features conforming to relevant IS/IEC. Communication Protocol shall be complaint with IEC 61850
	Master Trip Relay		Reputed make
Power Cable Connections			<p>Shall be suitable for 1C X 630 Sq.mm. XLPE Cable connections/terminations as specified and as per site conditions,</p> <ol style="list-style-type: none"> 1. 6R X 1C X 630 Sq.mm. for each of 04 nos Incoming/Generator Feeders as per site conditions. 2R X 1C X 630 Sq.mm/Φ/Generator 2. 12R X 1C X 630 Sq.mm. for each of 02 nos Outgoing (Bank Transformer) Feeders as per site conditions. 4R X 1C X 630 Sq.mm/Φ/Bank Transformer 3. 6R X 1C X 630 Sq.mm. for each of 02 nos Outgoing (Auxiliary Transformer) Feeders as per site conditions. 2R X 1C X 630 Sq.mm/Φ/Aux. Transformer 4. 6R X 1C X 630 Sq.mm. for each of 02 nos Outgoing (Isolation Transformer) Feeders as per site conditions. 2R X 1C X 630 Sq.mm/Φ/Iso. Transformer 5. 6R X 1C X 630 Sq.mm. for 01 no Outgoing (SPARE) Feeder. 2R X 1C X 630 Sq.mm/Φ/SPARE <p>Suitable cable connection arrangements shall be made at CT Terminal. All cable entry shall be from the Rear Bottom end of the Breaker Panels, through proper Cable End Boxes. Use of Bimetallic Strips must be done for any terminations/connections, involving junction of two dissimilar conductor materials as per site condition</p>
Meters	Analog Meters		Voltmeter/Ammeter, of a reputed make like Rishabh, AE, Secure or equivalent, with a 96 X 96 Sq.mm. dial size, as per requirement. Shall comply with relevant IS/IEC
	Digital Multifunction Meters		A, V, KW, KWH, PF, Hz. Indications, of a reputed make, compliant with relevant IS/IEC

Annunciator			Microprocessor based within built Accept/Reset/Test/Mute Push Buttons for Trip & Non-Trip functions. Shall be present on each Panel, except Bus Riser + BPT panels on each Bus Section. Shall have adequate no of Facias as per actual site requirement. Shall be of a reputed make like Minilec/Alan or equivalent
Other Accessories	<div>MCB(s)</div> <div>Indication Lamps</div> <div>Local-Remote Selector Switch</div> <div>Trip-Neutral-Close (TNC) Control Switch</div> <div>Contractors</div> <div>Hooter</div> <div>Thermostats</div> <div>Heaters</div> <div>Illumination Lamp</div> <div>Other Auxiliary Relays</div>		Of reputed make and as per actual site requirement. Shall be IS/ IEC compliant and compactible with the specified Aux. DC/AC supply

The **above-mentioned Technical Specifications of the Switchgear, Breakers, CT(s), PT(s) and all other components required to install and commission the set up may change** as per actual site condition, required for its better performance.

Supply of all components, including control cables for remote and local connections as required and specified shall be ensured by the Agency.

Supply of spares for various electrical (CT, PT, Relays, auxiliary switch, MCB, contractors, tripping coil assembly, closing coil assembly etc.) and mechanical (Busbar Spout, Circuit Spout, Charging Mechanism, Charging Motor, Limit switch, locking assembly etc.) components, minimum of 10% or 2 sets whichever is greater is to be ensured without any additional involvement.

The requirements specified in the Technical Specification table are tentative and may be modified at site depending upon assessment, as required for better performance of said Switchgear. Any modification as required for complete installation of the setup is to be provided by the executing agency without involvement of any additional cost. If required, the bidder may visit the site before submission of their bid, to make an assessment of required components/accessories and other technical requirements.

B. Dismantling & Return to Store, Installation, Final Testing & Commissioning and Arrangement of Training:

Dismantling of Existing Siemens 8BK20 Switchgear, its return to store and Installation & Commissioning of the new setup on its existing foundation/location to be executed up to the satisfaction of the Engineer-in-Charge/Controlling Officer in a phase wise manner and shall be completed in the time limit as specified in [Cl. No. 6.b](#) and [Cl. No. 6.c of the GCC](#).

All power/control cable connections/wirings, both locally & remotely, must be done by the Authorized Representative of the Agency, as included within the scope of work.

The installation process is to be done up to the complete satisfaction of the Engineer-In-Charge, including any kind of test to be done (if required).

Handing Over of such installations is to be submitted by the Contractor to WBSEDCL in written, for acceptance and Taking Over.

Arrangement of training for WBSEDCL personnel in respect of proper operation & maintenance of the said equipment, either at the manufacturer's place or at the site, must be organized by agency, before final handing over of all installations.

TSS-2. Service condition

The equipment to be supplied with the previously mentioned specifications/standards shall be suitable for satisfactory continuous operation under the following tropical climatic conditions.

CLIMATIC CONDITIONS	
Maximum ambient temperature (°C)	50
Maximum temperature in shade (°C)	45
Minimum ambient temperature (°C)	3
Relative Humidity (%)	95
Maximum annual rainfall (mm)	1450
Maximum wind pressure (Kgf. /m ²)	150
Maximum altitude above mean sea level (m)	1500
Isoceraunic level (Days /Year)	50
Seismic level	Seismic Zone- III & IV as classified in IS 1983

TSS-3. Other technical characteristics

- The switchgear along all its components shall conform with IS/IEC specifications with the latest amendments.
- All the instruments, switches and other control equipment as specified and as required shall be of reputed make and be of best quality.
- The switches and indication lamps shall be flush type and mounted on the front panel. All switches shall be complete with position indications.
- The switchgear shall have the latest version of SCADA compatibility. Arrangement to be provided to Close & Trip the Breakers from SCADA control end remotely.
- The wiring shall be complete in all respect with continuous 1.1 KV grade, PVC insulated stranded copper wire having size mentioned within the Technical Specification. Shall have separate colour and Ferrule markings for easy identification. Connection drawings of the Control Wirings with actual Ferrule Indications, shall be submitted in sufficient nos for Trouble Shooting purpose, after installation and commissioning of the complete setup.
- Painting shall conform with IS/IEC standards, as mentioned in the Technical Specifications. Finish shall be preferably in Light Grey shade and adequate to protect the apparatus from corrosion under prevailing weather conditions.
- Name Plate of approved design consisting of the following details is to be furnished at the front end of the switchgear body,
 - Name of the manufacturer along with year of manufacture
 - P.O. No. & Date
 - Item Sl. No.
 - Rated Voltage/Frequency
 - No of poles
 - Rated Breaking/Making Current rating
 - STC rating for 1 sec in KA
 - Rated Insulation Level
 - Auxiliary voltage Level
 - Property Label- "Property of WBSedCL"
- Danger Plate indicating appropriate symbol along with working voltage level as per approved design is to be furnished at the front end of each panel/cubicle.

9. The Incoming, Outgoing and Bus Coupler VCB(s), shall be provided with 'ON' & 'OFF' facilities and indicators operated through 'CLOSING' & 'OPENING' devices. They shall be physically and electrically interchangeable. Shall have three positions, SERVICE, ISOLATED & WITHDRAWAL. Shall have mechanical indicators for Spring Charged & Discharged conditions. Shall be equipped with Automatic Safety Shutter, Mechanical Safety Interlocks, Padlocking of the racking equipment in any position and other safety features of the latest technology. The breaker shall be equipped with LOCAL/REMOTE Selector Switch and TRIP-N-CLOSE Control Switch for both local and remote tripping and closing operations. However, the Protection Trip and Emergency Trip facilities incorporated in the breaker shall be independent upon the local or remote operations. Shall also be equipped with Operation Counter to determine the nos of closing and opening operations performed.
10. The complete setup shall house Two (02) nos Bus Sections (B/S-1 & B/S-2) separated by a Bus Coupler VCB of rating as provided within the Technical Specification table.
11. Current Transformers shall be installed of reputed make, ratings, IS/IEC and other specifications provided in the Technical Specification table. The CT(s) shall be of Resin Cast type and rated to carry out the rated current during normal operation and stress during occurrence of a short circuit. Shall be easily replaceable by removal of the back cover of the panels. Shall be provided with a rating plate, wiring diagram showing primary and secondary terminals for connection at different ratios for both metering and protection cores.
12. Potential Transformers shall be of Resin Cast type, shall be Y-Y connected with Earthed Neutral on both the HV and LV side. Shall be provided with a rating plate having wiring and vector diagrams along with other ratings. The PT shall be easily racked in/out of the panel during Service/Maintenance conditions. The Body Earthing of the PT shall be of permanent nature in both racked in/out conditions.
13. Numeric Relays of reputed make like GE/Alstom/ABB/Siemens /Schneider/CGL, SCADA compactible shall be flush mounted to the front panel of the switching cubicle up to a suitable height for easy accessibility. They shall be capable of performing various protection operations like Definite Time O/C, Definite Time E/F, Inverse Time O/C, Inverse Time E/F, Undervoltage, Overvoltage, Neutral Displacement, Check Synchronizing, Trip Circuit Supervision, Lockout, Differential and other. Must be latest IS/IEC standards. Communication Protocol shall be complaint with IEC 61850. Master Trip Relay shall be of reputed make like Alstom/Areva or equivalent. Shall work on 220V DC Auxiliary supply.
14. Annunciators to be flush mounted on each front panel except the Bus Riser + BPT panels on each Bus Section. Shall be microprocessor based with inbuilt Accept/Reset/Test/Mute Push Buttons for Trip & Non-Trip functions. Shall have adequate no of Facias as per actual site requirement. Shall be of a reputed make like Minilec/Alan or equivalent.
15. 01 no Hooter of reputed make such as Alan shall be provided and shall be compatible with the specified auxiliary DC/AC supply.
16. Indicating Analog/Digital meters of reputed make is to be provided.
17. One space heater with thermostat and ON-OFF switch and fuse shall be provided within each panel.
18. Enough quantities of Spring Charging handles, Breaker Truck Operating handles, Panel keys and other special tools required for operation and maintenance must be provided.
19. Checking the healthiness of all associated Power Cables shall be taken up by the agency as per site requirement before its connection to Switchgear.
20. Erection, testing and successful commissioning of all new breakers along with accessories for successful local and remote operation is required to be done.
21. Earthing of new Switchgear panel at two different points each by brazing with existing earth mat as per practice and relevant IS/IEC specifications is to be done.
22. Arrangement of Crane, Hydra, Vehicles for handling, shifting of dismantle material shall be within the scope of agency.

23. Any other instrument(s) or device(s) required to complete the total scheme shall also be supplied.
24. Any deviation in the Technical Specification as felt necessary for better performance, efficiency and utility of the equipment is also required to be considered.

TSS-4. Visiting the Site for Component Verification, Finalization of GA drawing & GTP and Factory Inspection

After placement of the Order/P. O/L.O.A, the executing agency will be required to visit the site to assess the actual requirement of materials for successful installation of the setup. It will be the responsibility of the agency to prepare, the General Arrangement drawing and Guaranteed Technical Particulars as per actual requirement in a format that will be supplied by WBSEDCL during latter course of time and place the same to the Engineer-in-Charge/Controlling Officer, to get it approved from appropriate authority.

The Factory Inspection to witness Acceptance Tests and Final Acceptance of the equipment will be held at the manufacturer's premises as per the approved GA drawing and GTP details in accordance with the relevant IS/IEC specifications, before dispatch of the said material. Such an inspection will be held only after submission of a valid Inspection Offer (IO), by the agency. Sufficient copies of the signed Factory Inspection reports thus performed, witnessed, and signed by both manufacturer and WBSEDCL representatives shall be furnished for issuance of Delivery Instruction (DI), if found satisfactory. As stated in **Cl. No. 5 of TSS** the entire cost of such factory inspection to witness the acceptance test shall be treated to be included within the quoted price. After receipt of the DI, the agency shall be liable to deliver the item within the time specified in such DI.

Non-availability of ready material in the inspection premises at the time of Factory Inspection (fake inspection call) will attract a penalty up to Rs. 7000/- (Rs. Seven Thousand only). In such a situation, the decision of the Engineer-in-Charge shall be considered as final.

TSS-5. Testing

1. ROUTINE TESTS

Each Breaker panel including all accessories shall be completed, assembled, wired up, adjusted and Routine Tests will be performed as per relevant IS Specifications. Sufficient copies of Routine Test certificates shall be furnished.

2. TYPE TESTS

Bidder shall submit complete Type Test reports as mentioned under and as stipulated in the relevant IS/IEC, carried out in a CPRI/NABL accredited/Govt. recognized Test House or Laboratory on 12 KV, 2500 A, 40 KA Indoor Type Switchgear with VCB units and PT(s) of identical design, within 5 years from the date of publication of this tender, having the following details.

- a. Basic Short Circuit Test for different duty cycles.
- b. Short Time Withstand and Peak Withstand Current Test.
- c. Lightning and Switching Impulse Voltage Withstand Test.
- d. Temperature Rise Test.
- e. Mechanical Endurance Test.
- f. Internal Arc Test.
- g. Other test as per relevant IS/IEC specifications.

3. ACCEPTANCE TESTS

All acceptance tests shall be performed in the presence of the WBSEDCL representatives in the manufacturer's premises. The agency shall give a notice of at least Fifteen (15) days in advance of the date when the relevant acceptance tests will be carried out along with all details as specified within the relevant IS/IEC. The entire cost of the inspection to witness such Acceptance tests by the assigned team from WBSEDCL shall be treated to be included

within the quoted price. Sufficient copies of duly signed Acceptance Test result witnessed by both manufacturer and WBSEDCL representatives, shall be furnished.

TSS-6. Packing and Dispatch

The equipment shall have to be dispatched suitably and securely, packed in wooden/appropriate material crates, suitable for handling during transit by rail and/or road. Further details in this regard can be obtained from [Cl. No. 11.b of the GCC](#).

TSS-7. Safety and working procedure

All safety protocols as per WBSEDCL norms must be followed. A safety supervisor or engineer deputed on behalf of the executing agency must be present at site during the execution and commissioning process to observe all safety related issues and shall be responsible for taking necessary clearances and permits. Permit to Work must be taken from the concerned On-Duty Shift-in-Charge for the whole installation, commissioning and dismantling process.

Execution of the work shall be carried out in a phased manner. Work calendar is to be prepared accordingly during the site visit as mentioned in [Cl. No. 4 of the TSS](#) for necessary approval. Shutdown intimation must be provided well in advance prior to the commencement of the work as per pre-approved work calendar.

TSS-8. Submission of Operation and Maintenance manuals/literatures/drawings

The successful bidder is mandatorily required to handover/submit sufficient copies/sets of following items as stated previously in [Cl. No. 14 of GCC](#) before processing of any payment,

- a. General Arrangement drawing and Guaranteed Technical Particulars
- b. Type Test results
- c. Routine & Acceptance test certificates and results
- d. Signed Factory inspection reports
- e. Connection diagram for Control Circuit with actual ferrule markings
- f. Connection diagram for Power Circuit for all incoming and outgoing feeders with appropriate legends
- g. Other drawings, operation, maintenance and troubleshooting manuals for the Switchgear
- h. Any other document(s) (if required) as desired by the Engineer-In-Charge/Controlling Officer

CHAPTER – 5: FORMS & PROFORMA

FORM 1: BID FORM

(To be submitted on the Official Letter Head of the Bidder)

Date: __ / __ / __

To,
The Tender Committee,

Sub: Bid Form for the work _____

(Name of the Work) _____

Ref: 1. NleT No. _____ dated __ / __ / ____
2. Tender Id No. _____

Dear Sir / Madam,

Having examined the above referred bidding documents, including every addendum / corrigendum, we the undersigned, are offering for *“Dismantling of existing 11 KV, Siemens 8BK20, VCB Switchgear and Shifting of the same to store along with Design & Engineering, Manufacturing, Inspection & Testing, Supply, Installation, Training and Final Commissioning of a New 11 KV, 14 Panel VCB Switchgear as specified in the scope at Rammam Hydel Project Stage-II, WBSEDCL”* under the Contract in full conformity with the said bidding documents for the sum as mentioned in our submitted Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract.

1. Attachments to the Bid Form

We are hereby submitting the following attachments as per the requirements of the bidding documents.

Attachment: 1

The documentary evidence in accordance with **Cl. No. 4.b.iv of ITB** to establish that we are eligible to bid. Duly filled qualification forms have been furnished as per your format enclosed with the bidding documents.

Attachment: 2

A declaration on the letter head of our company that we have not been banned / delisted / blacklisted / debarred from business by any PSU / Govt. Department / Semi-Govt. / Govt. Undertakings / Enterprise etc. during last five (05) years reckoned from the date of this NleT Publication has been furnished as Attachment 2 in accordance with **Cl. No. 4.c.i of ITB**.

Attachment: 3

A declaration on after-sale service and availability of spares for at least fifteen (15) years reckoned from the date of this NleT Publication as per **Cl. No. 4.c.ii & Cl. No. 4.c.iii of ITB**. The declaration is submitted to be submitted in your letter head as Attachment 3 as per our own proforma.

Attachment: 4

Duly filled ECS Form mentioning the Bank details has been furnished as Attachment 4 as per **Cl. No. 11.A.2 of ITB**.

2. We have read all the terms and conditions depicted in the bid document and unconditionally agree to fulfil the requirements as sought by you.
3. We confirm that we have registered office in India and Service Centre to provide after sales services during and after guarantee period.
4. We confirm that our Bid including rates / prices quoted by us in the respective Schedules of the Financial Bid are unconditional. We confirm that all taxes, duties, levies and charges are included in our quoted prices and no additional cost on account of any taxes / duties / levies / charges etc. shall be payable by WBSEDCL for the items / equipment / scope specified in this contract.
5. We understand that all statutory deductions like Income Tax (IT), Works Contract Tax (WCT), Cess, Service Tax (RCM) etc., as per applicability, will be made from the Bill payable to the contractor, as per applicability of different laws of the land.
6. We declare that all information and documents provided by us to show that we are eligible to participate in this tender are true and authentic. We understand that if any information and documents submitted by us are found manipulated, our bid will be rejected with forfeiture of our EMD in accordance with **Cl. No. 13 of ITB**.
7. We understand that you are not bound to accept the lowest or any bid you may receive.
8. If our bid is accepted and the Letter of Intent (LOI) is issued to us, we undertake to submit all requisite documents in the given Proforma and of requisite amount within the time that would be specified in the Letter of Intent (LOI) pursuant to **Cl. No. 19 of ITB**. We agree that if we fail to comply with the requirements of the LOI, it shall constitute sufficient grounds for the annulment of the Letter of Intent (LOI) and forfeiture of our bid security.
9. We confirm that our Bid shall remain valid for a period of One Hundred and Eighty (180) days after the stipulated date of opening of Technical Bid, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period in accordance with **Cl. No. 15 of ITB**.
10. We declare that none of the Partners of our firm is relative of employee of West Bengal State Electricity Distribution Company Limited.
11. We declare that we will complete the job in all respect as described in the Scope of Work within the completion time stipulated in **Cl. No. 6 of GCC**, subject to **Cl. No. 7** and **Cl. No. 8 of GCC**.

We also declare that; we will abide by the decision taken by the Controlling Officer of WBSEDCL if we fail to complete the job within the stipulated time as per the provisions mentioned in **Cl. No. 9 of GCC**.

12. The Bid Document, subsequent correspondences together with the Letter of Award / Purchase Order of WBSEDCL shall constitute a Contract between WBSEDCL and us.

13. We, hereby, declare that this proposal is made, without any connection with any other person, firm or party likewise submitting a proposal for undertaking this contract, in all respects for and in good faith, without Collusion or Fraud or Coercive practice.

Dated this.....day of.....20.....

Thanking you,

Yours faithfully,

Date:

Place:

(Signature)

(Name):

(Designation):

(Company Seal):

Business Address:

Country of Incorporation:

Name & Address of the Company Head:

Attachment 1: Experience Record

(To be submitted on the letter head of Bidder)

Sl. No.	Name of the Project and Name of the Owner of the Project###	Location	Brief Scope of Work	Contract Price as per LOA (In Rs. or INR equivalent#)	Contract Period (In Days)	Date of Final Commissioning

Date:

Signature:

Notes on Experience Record:

- i. The Bidder shall be a Reputed Original Manufacturer of Switchgears, VCB and its components of Rated Voltage class 12 KV & above and satisfy the following minimum experience criteria regarding supply, installation and commissioning of the above-mentioned equipment,

One (01) no. of similar nature of work of executed value not less than Seventy percent (70%) of the estimated amount under WBSEDCL / WBSETCL / WBPDCCL / NHPC/ Power Grid / NTPC or any other Power Utility / Govt. undertaking Company of India

OR

Two (02) no. of similar nature of work of executed value not less than Fifty percent (50%) of the estimated amount under WBSEDCL / WBSETCL / WBPDCCL / NHPC/ Power Grid / NTPC or any other Power Utility / Govt. undertaking Company of India

OR

Three (03) no. of similar nature of work of executed value not less than Forty percent (40%) of the estimated amount under WBSEDCL / WBSETCL / WBPDCCL / NHPC/ Power Grid / NTPC or any other Power Utility / Govt. undertaking Company of India

- ii. In support of the above, the bidders shall submit the Letter of Award (LOA)/Purchase Order (PO) and/or Completion Certificate duly signed by the respective ordering authority.
- iii. The beginning and the end date for the above general qualification experience should fall within last Seven (07) years reckoned from the date of this NIEt Publication.

Attachment – 2: Self Declaration on Banning of Business during last Five (05) years

(To be submitted on the letter head of Bidder)

TO WHOM IT MAY CONCERN

I / We, M/s _____ (Name of Bidder)
hereby certify that I / we have not been banned / de-listed / black listed / debarred / holiday
listed from business by any PSU / Govt. Department / Semi-Govt. / Govt. Undertakings /
Enterprise etc. during last 05 (Five) years on the grounds mentioned in **Cl. No. 4.c.i of ITB.**

It is understood that if this declaration is found to be false in any particular, WBSEDCL shall
have the right to reject my / our bid and if the bid has resulted in a Contract, the contract is
liable to be terminated.

Date:

Place:

(Signature)

(Name):

(Designation):

(Company Seal):

Attachment – 3: Self-declaration on After Sales Services and Availability of Spare Parts for at least fifteen (15) years from Bid Submission Date

(To be submitted on the letter head of Bidder)

TO WHOM IT MAY CONCERN

I / We, M/s _____ (Name of Bidder)
hereby declare to provide after sales services during and even after completion of the guarantee period and also certify that any spare part as required for repair/servicing/maintenance of the item(s) to be delivered by us will be available for a period of fifteen (15) years from the date of submission of our bid as mentioned in **Cl. No. 4.c.ii & Cl. No. 4.c.iii of ITB.**

Date:

Place:

(Signature)

(Name):

(Designation):

(Company Seal):

Attachment – 4: ECS Form

(To be submitted on the letter head the bidder)

1. BIDDER'S DETAILS:

- a) BIDDER'S NAME: _____
- b) ADDRESS: _____

- c) CONTACT NO.: _____

2. PARTICULARS OF BANK ACCOUNT:

- a) BANK NAME: _____
- b) BRANCH NAME: _____
- c) BRANCH ADDRESS: _____

- d) CONTACT NO.: _____
- e) IFSC CODE OF THE BANK: _____
- f) ACCOUNT TYPE (S.B. Account / Current Account): _____

- g) ACCOUNT NUMBER (As appearing on the Cheque Book): _____

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect Information, I would not hold the user Company responsible.

Date: _____

(Signature of the Bidder)

FORM 2: FORMAT FOR BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

(On non-Judicial stamp paper of Rs 100/- should be in the name of issuing bank)

Ref. _____

Bank Guarantee No. _____

Date: _____

To

(Address of the Owner)

Dear Sirs,

In consideration of West Bengal State Electricity Distribution Company Ltd., (herein after referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. _____ with registered / Head office _____ at _____

_____ (hereinafter referred to as "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), a Contract issued by Owner's Letter of Award No. _____ dated _____ for

_____ (name of work) and the same having been acknowledged by the Contractor, resulting in a Contract bearing No. _____ dated _____

_____. The contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs. _____

(_____ in words _____) being Ten Percent (10%) of the total contract price (composite Contract Price for First and Second Contract).

We _____ (Name of the bank) _____ having _____ our _____ Head _____ Office _____ at _____

_____ (hereinafter referred to as the "Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any or all amount payable by the Contractor to the extent of Rs. _____ (_____ in words _____) as aforesaid at any time up to _____ * (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Owner on the bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under the guarantee from time to time to extend the time for performance or the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in

them or of any right which they might have against the Contractor and to exercise the same at any time in any manner and either to enforce or to for bear to enforce any covenants, contained or implied in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be relieved of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner 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 Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs. _____ (_____ in words _____) and it shall remain in force up to and including _____** (day/month/year) and shall be extended from time to time for such period as may be desired M/s. _____ on whose behalf this guarantee has been given.

Unless a demand or claim is lodged on us within and including _____* (day/month/year), we shall be discharged from all liabilities thereafter.

Dated this _____ day of _____ 20_____ at _____

WITNESS

Signature: _____

Name and Address: _____

Signature: _____

Name and Address: _____

Attorney as per Power of Attorney No. _____

Date _____

* Till Three (03) months after the validity of the Bank Guarantee.

** Up to Sixteen (16) months (calculated based on the Time for Commencement and Completion as per Cl. No. 6 of GCC and the Guarantee Period as per Cl. No. 12 of GCC)

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of issuing bank.
2. The sum shall be Ten Percent (10%) of the total contract price.

The performance Bank Guarantee / Contract Performance Bank Guarantee shall be valid as per terms of contract. A period of three (03) months should be added as claimed period from the last date of validity of the Bank Guarantee.

FORM 3: EXTENSION OF BANK GUARANTEE

Ref. _____

Bank Guarantee No. _____

Date: _____

To

(Address of WBSEDCL)

Sub: Extension of Bank Guarantee No. _____ for Rs. _____ favoring yourselves, expiring on _____ account of M/s. _____ in respect of Contract No. _____ dated _____ (hereinafter called original Bank Guarantee).

Ref: LOA Nos. _____ dated _____

Dear Sirs,

At the request of M/s. _____, We _____ (Name of the Bank), branch office at _____ and having its Head Office at _____ do hereby extend our liability under the above mentioned Bank Guarantee No. _____ dated _____ for a further period of _____ (Years/Months) from _____ to expire on _____ Expect as provided above, all other terms and conditions of the original Bank Guarantee No. _____ dated _____ shall remain unaltered and binding.

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

Yours Faithfully,

For _____

Manager/Agent/Accountant _____

Power of Attorney No. _____

Dated _____

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate value shall be purchased in the name of the bank who has issued the Bank Guarantee.

FORM 4: GUARANTEE DECLARATION FORMAT

TO WHOM IT MAY CONCERN

I/We, _____, Partner / Legal Attorney / Accredited
Representative of M/s. _____, solemnly declare that:

In the event of any defect in the equipment/materials arising out of faulty design, materials, workmanship or in any part of work within a period of twelve (12) months from the date of successful commissioning and handover as per **Cl. No. 12 of the GCC**, the same will be replaced or repaired to the satisfaction of the WBSEDCL at our own cost and risk, unconditionally.

If we fail to do so within a reasonable time, WBSEDCL reserves the right to proceed for taking action as deemed fit against us.

Dated _____

.....
SIGNATURE OF THE BIDDER WITH OFFICE SEAL

FORM 5: CONTRACT AGREEMENT

(On non-Judicial stamp paper of Rs 100/-)

PROFORMA OF THE AGREEMENT

This AGREEMENT made on the _____ day of _____, between WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL), a company incorporated under the companies act 1956 and a WEST BENGAL GOVERNMENT ENTERPRISE having its registered office at "Vidyut Bhavan", Block DJ, Sector-II, Salt Lake city, Kolkata- 700091, hereinafter referred to as the "Employer" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors in interest and assigns) of the ONE PART

AND

_____ here-in-after referred to as the "SUPPLIER" (which expression shall unless excluded by or repugnant to the context be deemed to include its successors in interest and assigns) of the OTHER PART.

WHEREAS the WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED (WBSEDCL) had awarded a contract covering _____ vide Memo No. _____, dated _____ (a copy thereof is annexed hereto) and made part of this agreement.

NOW, THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constitute as part of this agreement viz;
 - a) This Proforma of Agreement
 - b) The Letter of Award
 - c) Record Notes/Correspondence between Supplied and Employer
 - d) The Offer by the Supplier
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in case of ambiguities or discrepancies, shall take precedence in the order set out above.
4. In considerations of the payments to be made by WBSEDCL to the Supplier as hereinafter mentioned, the supplier hereby covenants with WBSEDCL to provide goods and services and remedy defects therein in conformity, in all respect, with the provisions of the contract.
5. WBSEDCL hereby covenants to pay the Supplier in consideration of the provision of goods and services and remedying defects therein and completion of the works, the contract price at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused their respective seals to be hereto affixed (or have hereunto set their respective hands and seals) the day and year first above written.

SIGNED, SEALED AND DELIVERED

For and on behalf of

West Bengal State Electricity
Distribution Company Limited

Name:

Designation:

In the presence of:

1) _____

2) _____

For and on behalf of

Name:

Designation:

In the presence of:

1) _____

2) _____