

West Bengal Renewable Energy Development Agency

‘Draft General Terms & Conditions of the Tender’

(1) (a) The Tender shall be submitted in triplicate in 3 (three) separate Sealed Covers (COVER-I, II & III) enveloped in Cover IV duly sealed.

Cover-I :

- i) Name of the Item, Tender No., Due Date & time of Tender Submission & the Words **“Cover-I, Eligibility Criteria and Earnest Money”** should be clearly written on the front side of the envelope.
- ii) This shall contain eligibility criteria and Earnest Money and Price Schedule in unpriced condition for confirmation of quantity, duly signed with a forwarding letter mentioning offer reference no., date & tender no., due date.
- iii) Specific offered quantity and percentage of ED, CST & VAT should be mentioned in price Schedule in un-priced condition. Amount of Earnest Money should be strictly as per tender. In case of any shortfall, the offer will be treated as cancelled and in that case Cover -II & III of the bid shall not be opened.

Cover-II :

- i) Name of the Item, Tender No., Due Date and Time of Tender Submission and the words, **“Cover-II and Techno-Commercial Bid”** should be clearly written on the front side of the envelope. This envelope shall contain
- ii) Complete Commercial & Technical Offer in triplicate, mentioning offered quantity within stipulated delivery schedule of the Tender with a forwarding letter mentioning offer reference no., date & tender no. with due date of opening.
- iii) All three copies shall contain all the information including Test reports, Manuals, Literatures, Drawings and the desired documents as mentioned in NIT, if any. In case of any deviation and deficiency in the Techno Commercial offer of the bid, WBREDA reserves the right to reject the offer and not open the price bid.

Cover-III :

- i) Name of the Item, Tender No. , Due Date & time of Tender submission & the word **“Cover-III & Price Bid”** should be clearly written on the front side of the envelope. This shall contain the complete Price Schedule only, in triplicate with a forwarding letter mentioning offer reference no., date & tender no. with due date of opening.

Revision/withdrawal of price bid after opening of Techno-commercial bid will not be entertained, until and unless it is sought for. In case it is asked by the tendering authority, the mode of communication too should strictly be followed by the bidder as specified in black & white by the purchaser.

Cover-IV :

All the above three envelopes, Cover-I, Cover-II and Cover-III, (each envelope containing three sets) duly sealed, shall then be enveloped in Cover-IV duly sealed superscribing “Tender No., Item, Due Date, time of opening & No. of Covers inside” with mentioning Tenderers name & seal. Tender document duly filled in and signed along with official seal and all relevant documents must be submitted in the Tender Box only.

If Earnest Money as per Earnest Money Clause along with Price Schedule in unpriced condition are not submitted in Cover-I, Cover-II & III will not be opened.

Cover-I and Cover-II will be opened on the scheduled date and time in presence of attending tenderers or their representatives with authorization letter signed by the Tenderer positively. The Price Part of the Tender (Cover-III) shall be kept by WBREDA and shall be opened later as explained below.

No price adjustment by the tenderer shall be accepted after opening of the Price Part. The date and hour for opening of the Price Part will be informed only to the technically and commercially acceptable tenderers in advance and the tenderers may be present during opening of the Price Part.

(b) Pre-Requisites : The intending tenderers should submit documents for supply of those items to WBREDA / Other Power Utilities/Other Govt. Departments in earlier occasions along with Tender. Credentials in respect of execution of the above orders should be supported by

- i) Copies of Type Test Report (**carried out within five years**),
- ii) Copies of Purchase Orders, Copies of Inspection Offer letter, Copies of Despatch Instructions, Copies of signed Challans and Product Performance Reports from users against orders already executed within three years as mentioned above.
- iii) Statements on average turnover for last three financial years,
- iv) Copies of VAT registration Certificate, P.T. Clearance Certificates & Xerox Copy of PAN CARD and Banker s Certificate as mentioned in NIT regarding financial capabilities to the extent of offered financial amount.
- v) All the documents are to be signed by the applicants.

If the offered quantity is less than 50% of the tendered quantity of each item within WBREDA's stipulated delivery period, the offer of the said item will be liable for rejection with forfeiture of Earnest Money. Ordered quantity may vary up to +/- 10%.

All Tenderers shall ensure that all pre-requisites as mentioned above are duly fulfilled by them and if there be any deficiency regarding non-submission of any documents, incomplete documents, WBREDA reserves the right to cancel the tender unilaterally.

(c) Validity of Tender and Offer : The offer against tender should remain valid for a minimum period of 120 days from the next day of opening of the tender. However, WBREDA, may, on the merit of case, request extension of validity of the offer for a further suitable period without any change in terms & conditions of the offer.

d) Schedule of Bids : Tenderers shall fill up "Schedule of Bids" (Annexure- II) as enclosed in the specification and submit the same in triplicate. Submission of incomplete "Schedule of Bids" may lead to cancellation of offer without any further reference.

(2) EARNEST MONEY :

(a) Amount of earnest money shall be mentioned in the Tender document. Earnest Money shall be in the form of Crossed Bank Draft / Pay Order / Banker s Cheque of scheduled Bank drawn in favour of '**West Bengal Renewable Energy Development Agency**', payable at Kolkata, with validity up to 3 (three) months from the due date of submission of tender. Tenderer shall not claim any interest on Earnest Money

Deposit.

(b) Earnest money will be refunded to the unsuccessful Tenderers after finalization of the tender and in case of successful Tenderers EMD shall be refunded only after completion of the total value of the order placed on the tenderer.

(c) Earnest Money submitted will be liable to forfeiture,

- i) if successful tenderers fail to accept Purchase Order / LOI issued within their offered validity period, not below 120 days from the next date of opening of tender.
- ii) for failure to submit specified Security Deposit within time limit indicated in the P.O. / LOI.
- iii) If any cartel is formed by the tenderer in their quotation. In case of failure to supply material by the supplier as per delivery schedule, WBREDA may, at its discretion resort to Risk Purchase clause as provided in G.T.C.

(3) TERMS OF PAYMENT : As mention in the Tender document inclusive of Price Variation bill, along with 100% taxes and duties will be made within 30 (thirty) days from the date of submission of bill against :

- a) Original receipted Challan / Invoice signed by an officer in the rank of Divisional Engineer / Assistant Director.
- b) Report for in house testing, if done after delivery of the items at different site stores signed by the Engineers.

(4) PAYING AUTHORITY : Director, WBREDA will be the Paying Authority.

(5) CALIBRATION : The instruments/equipment required for Inspection & Testing should have valid calibration as per following guideline :

- 1) Calibration Certificate issued by Laboratory accredited by NABL may be accepted unconditionally provided the certificate bears an Accreditation body Logo.
- 2) For Testing equipments, where NABL Accreditation is not available, Calibration Certificate from Educational Institutions like IIT s, NIT s, J.U., C.U., BHU only can be accepted provided they can demonstrate traceability.

Necessary confirmation regarding above is to be given along with inspection offer failing which the inspection offer will not be accepted. If during inspection & testing, the suppliers fail to produce Calibration Certificate as indicated above the offered lot may be rejected.

(6) DELIVERY : The date of receipt of offer for inspection of the materials/ equipment along with works test certificate will be treated as the date of delivery of that particular lot provided the materials pass in inspection and testing. Delay in offer beyond the delivery schedule to be incorporated in the order shall attract imposition of L.D. as per L.D. Clause. The materials should reach the destination store within a stipulated time as mentioned in the Tender document.

(7) CHECKING OF MATERIALS/EQUIPMENT AFTER DELIVERY : The materials delivered to consignee stores will be subjected to re-inspection / re-testing in presence of authorised representative of suppliers for which due notice in advance will be furnished by WBREDA. If any discrepancy/ dispute in quality arises in any sample selected from a lot, the supplier shall have to replace that specific lot at the

Supplier's cost and WBREDA reserves the right to take any penal action whatsoever without any further reference.

(8) DELAY IN EXECUTION OR FAILURE TO SUPPLY : If the work is delayed on account of

- (i) increase in quantity of work
- (ii) Suspension of work as ordered by the WBREDA
- (iii) Force Majeure conditions
- (iv) Any other causes, which in absolute discretion of the Engineer in Charge are beyond the contractor's control, the contractor shall appeal to WBREDA in the form of a written application along with the complete delay analysis before expiry of the contract period, bringing out the causes responsible for the delay, for grant in suitable time extension.

WBREDA, if satisfied, that the delay is not attributable to the fault of the Contractor, may grant suitable time extension. However, if the contractor is found responsible for any delay in completion of the work, formal time extension shall also be granted by the WBREDA but reserving its right to recover a sum towards liquidated damage, for late completion as per Liquidated Damage Clause.

(9) LIQUIDATED DAMAGE: In case the contractor fails to achieve successful commissioning of the plant by the due date indicated in time of completion, then the owner shall levy the liquidated damages on the contractor at the rate of ½% (half percent) of the contract price per week of delay or part thereof, subject to a maximum of 5% (five percent) of the contract price. The contractor shall not be charged liquidated damages in case WBREDA finds out that the delay is on account of non availability of transmission lines.

(10) REPEAT ORDER : With due consent of the supplier the WBREDA may place repeat order within a period of three months from the date of completion of order to cover approximately 50% of the ordered quantity on successful performance of the contract and on the need of the WBREDA, on the basis of existing rates, terms and conditions. The total value of order shall be adjusted in case of change in quantity of materials based on the unit prices upon which the original order was placed.

(11) RISK PURCHASE :

- i) The time of delivery (offer for inspection) or physical dispatch or completion of commissioning work stipulated in the LOI or work order shall be deemed to be of the essence of the contract.
- ii) If the contractor fails to deliver or dispatch any consignment within the period prescribed in the said purchase order/contract/letter of intent, the purchaser shall be entitled to purchase such consignment or if not available, the best and nearest available substitute elsewhere on the account and at the risk of the contractor or to cancel the contract and the contractor shall be liable to compensate for any loss or damage which the purchaser may sustain by reason of such failure on the part of the supplier.
- iii) If the Contractor fails, on receipt of the order to take up the work within a reasonable period or leave the work site after partial execution of the work WBREDA shall have the liberty to get the work done through other agency at his own risk and additional cost if any. If the situation, so warrants, to compel WBREDA to cancel the order placed on the Contractor, he shall be liable to compensate the loss or damage, which WBREDA may sustain due to reasons of failure on his part to execute the work in time.
- iv) If there is a failure to execute the contract fully, WBREDA reserve the right to invoke Bank Guarantee/forfeit Earnest Money deposit/cash security to the extent of loss so suffered by the WBREDA on risk purchase or otherwise and may deduct the additional amount, if any, so incurred by

the Company from other claim/bill lying with the WBREDA.

(12) ACCEPTANCE OF ORDER : WBREDA will communicate acceptance of tender to the successful bidder/tenderer by a letter of intent/formal order. In case of letter of intent, formal order will follow as early as possible after receipt of unequivocal acceptance of L.O.I. The successful tenderer shall communicate the acceptance of the order.

(13) CONCESSION : No price preference will be allowed to any tenderer based on the size of the industry or its geographic location. Co-operative Society, will not be considered with separate status.

(14) RESERVATION : WBREDA reserves the right to deviate any of the terms and conditions stated herein and to split up the orders as and when necessary and reject any or all tenders unilaterally and not bound to accept the lowest tenders.

(15) LEGAL JURISDICTION : If any dispute or difference arises with respect to quality/quantity of the equipment/materials pertaining to this order or any other terms and conditions of the order including its execution, such dispute/difference shall be subject to settlement under the jurisdiction of Kolkata High Court only.

(16) LAW & PROCEDURE: The law which is to apply to the contract and under which the contract is to be constructed shall be Indian Law. The law governing the procedure and administration of any arbitration instituted by the Clause for Arbitration shall be Indian Law.

(17) FORCE MAJEURE : The supplier shall be under no liability if he is prevented from carrying out any of his obligations by reason of war, invasion, act of foreign country, hostilities (whether war declared or not), riots, civil commotion, mutiny, insurrection, rebellion, revolution, accident, earthquake, fires, floods Govt. orders and/or restrictions (except power supply restriction) delay or inability to obtain materials due to import or other statutory restriction and other cause beyond the reasonable control of the supplier. However, such force majeure circumstances are to be intimated immediately and to be established subsequently with proper documents/proofs to the entire satisfaction of the purchaser

(18) CANCELLATION / TERMINATION OF ORDER (if placed) : The time period for effecting complete supply and delivery of the above materials/equipment as indicated through the delivery schedule enclosed shall have to be treated as the essence of the contract. The Company reserves the right to repudiate the contract if the above period is not strictly adhered to. In the event of failure in effecting the desired supply and delivery of the above equipment/materials within above stipulated due date as incorporated through the schedule enclosed, the above order may be cancelled on submission of necessary notice in this regard and fresh order may be placed on the next higher bidder or on any other bidder, as a result of which the extra cost thus liable to be incurred shall be realized from the original supplier's pending bills which may be lying with the WBREDA.

(19) QUALITY ASSURANCE PROGRAMME : Immediately on receipt of this order you shall have to submit a "Quality Assurance Plan" indicating the specific quality control procedure and practices adopted in the major activities of production to ensure its standard.

(20) SUBMISSION OF SOFT COPY : The tenderer will submit one soft copy of Price Bid in **Cover - III** in line with our submitted blank format. In case of any discrepancy in Soft Copy & Hard Copy, figures of Hard Copy will only be accepted.

(21) PRE REQUISITES : All tenderers shall ensure that all pre-requisites as mentioned in the Tender Notice and Tender Specifications are duly fulfilled by them and if there be any deficiency regarding non-submission of any document, the WBREDA reserves the right to cancel the Tender unilaterally.

