



The West Bengal Power Development Corporation Limited
(A Government of West Bengal Enterprise)
CIN No. U40104WB1985SGC039154

**NOTICE INVITING TENDER NO.
WBPDC/CORP/NIT/E1741/23-24(2ND CALL)**

Tender ID: 2023_WBPDC_607961_1

Published on 24.11.2023

**NOTICE INVITING TENDER FOR
SUPPLY ,ERECTION & COMMISSIONING OF
11/0.415 KV SUBSTATION OF TRAINING INSTITUTE
AND HOSTEL BUILDING. NEWTOWN**

Registered & Corporate Office:

Bidyut Unnayan Bhaban

Plot No. : 3/C, L.A. Block, Salt Lake City, Sector – III, Kolkata : 700 106

The West Bengal Power Development Corporation Limited (hereinafter referred as WBPDC/Employer/Owner/Purchaser which expression includes its successors and assigns) is a Govt. of West Bengal enterprise and the largest power generating utility in the state of West Bengal. It has an existing installed capacity of 4265 MW with 5 (five) power plants viz.

- i) Kolaghat Thermal Power Station (4 x 210 MW),
- ii) Bakreshwar Thermal Power Station (5 x 210 MW),
- iii) Sagardighi Thermal Power Project (2 x 300 MW+ 2 x 500 MW) ,
- iv) Bandel Thermal Power Station (1 x 60 MW+ 1 x 215 MW) and
- v) Santaldih Thermal Power Station (2 x 250 MW).

The following coal mines had been allotted to WBPDC by MoC ,Gol :

- i) Barjore Coal Mine
- ii) Barjora North Coal Mine
- iii) Gangaramchak & Gangaramchak-Bhadulia Coal Mine
- iv) Pachchwara North Coal Mine
- v) Tara (East & West) Coal Mine

The WBPDC is constructing a G+1 storyed Training Institute and G+2 storeyed Hostel Building at New Town ,Kolkata . Permanent power supply shall be from WBSEDCL 300KVA 11KV system . For the purpose of electrical supply , 11 KV HT system upto 11KV/415 V transformers will be executed by WBSEDCL . ***LT switchgear is required to be installed .***

E-tender is hereby invited by **the General Manager (M&C) , Corporate The West Bengal Power Development Corporation Limited** from the resourceful, well experienced and financially sound Agencies/ Companies through electronic tendering (e-tendering) , for the job of “**SUPPLY , ERECTION & COMMISSIONING OF 11/0.415 KV SUBSTATION OF TRAINING INSTITUTE AND HOSTEL BUILDING. NEWTOWN**” in accordance with the detailed scope of work and bill of materials in compliance with the GCC and SCC mentioned in the tender document.

1. **Title of the NIT** : **SUPPLY ,ERECTION & COMMISSIONING OF 11/0.415 KV SUBSTATION OF TRAINING INSTITUTE AND HOSTEL BUILDING. NEWTOWN**
2. **NIT NO.** : **WBPDC/CORP/NIT/E1741/23-24(2ND CALL)**
Tender ID: 2023_WBPDC_607961_1
3. **Scheduled dates of e-tendering :**
 - i) Publishing Date : **24.11.2023 at 14:00 hrs.**
 - ii) Document Download start date : **24.11.2023 at 14:00 hrs.**
 - iii) Pre-bid queries submission end date (through etender portal only) : **07.12.2023 at 15:00 hrs.**
 - iv) Pre-bid meeting date : **08.12.2023 at 11:00 hrs**
 - v) Reply of pre-bid queries will be uploaded within : **11.12.2023 at 12:00 hrs.**
 - vi) Bid submission start date : **11.12.2023 at 12:00 hrs.**
 - vii) Bid submission end date : **27.12.2023 at 12:00 hrs.**
 - viii) Technical Bid opening date : **29.12.2023 at 12:05 hrs.**
 - ix) Uploading of Technical Bid Evaluation sheet : To be notified later
 - x) Financial Bid opening date : To be notified later
 - xi) Uploading of Financial Bid evaluation sheet : To be notified later
4. **Mode of tendering** : Open E-Tender
5. **Completion time** : Maximum 5 months from the date of placement of LoA.
6. **Bid Security/ EMD** : **Rs. 38,000 /-**

7. **Performance Security Deposit** : **10% of total work order value**
8. **Name, Designation, Address of the tendering authority** : The General Manager(M&C) , Corporate
The West Bengal Power Development Corp. Ltd.
2nd Floor ,Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar,Kolkata-700 106
9. **Address for Communication** : The Sr. Manager (PS) , M&C department, Corporate Office,
The West Bengal Power Development Corp. Ltd.
6th floor , Bidyut Unnayan Bhaban, Plot No. 3/C LA-Block, Sector-III, Bidhannagar,Kolkata-700 106
Contact: [03326813625](tel:03326813625)/[9830616477](tel:9830616477)
[/ichaudhuri@wbpdcl.co.in](mailto:ichaudhuri@wbpdcl.co.in)

Note : Clarification (signed copy of the pre-bid queries) has to be sought by the bidders through wbtenders.gov.in “clarification” module.

1. GENERAL GUIDANCE FOR E-TENDERING

Interested bidders are requested to log on to the website <https://wbtenders.gov.in> to participate in the bid.

➤ Registration of Bidders

Bidders willing to take part in the process of e-tendering are required to obtain Digital Signature Certificate (DSC) from any authorized Certifying Authority (CA) under CCA, Govt of India. (viz. nCode Solution, Safescrypt, e-Mudhra, TCS, MTNL, IDRBT) or as mentioned in e-tendering portal of GOWB <https://wbtenders.gov.in>. DSC is given as a USB e-Token. After obtaining the Class II/III Digital Signature Certificate (DSC) from the approved CA they are required to register the Digital Signature Certificates through the registration system available in the website.

➤ Collection of Tender Documents

Interested bidders will have to download the tender documents from the website <https://wbtenders.gov.in> directly with the help of the e-Token provided. This is the only mode of collection of tender documents.

2. PRE-BID DISCUSSION

The queries for Pre-Bid within the stipulated date mentioned in the schedule of e-tendering (in NOTICE) in order to seek any additional information or to furnish additional clarification , if any , needed on the scope of work and NIT .

Clarification (signed copy of the pre-bid queries) has to be sought by the bidders through wbtenders.gov.in “**clarification**” module. Ref. Bidder manual for the same available in wbtenders.gov.in.

Editable word document of the pre-bid queries has to be sent to email ID : **ichaudhuri@wbpdcl.co.in**.

The pre-bid meeting shall be held at the Corporate Office , WBPDCI as per the schedule given in this document.

Attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of 2 (two) representatives from each Bidder shall be allowed to attend the pre-bid meeting.

However, WBPDCI may in its sole discretion respond to such queries submitted by any Bidder or amend the NIT as required, but is under no obligation to do so.

The clarification (s) /decision(s) against the queries/points as would be given by WBPDCI and such decision shall form the integral part of this NIT & shall be binding on all the participating bidders. The outcome of the pre

–bid meeting shall be uploaded in the e-tender portal as an integral part of the NIT .

3. EARNEST MONEY DEPOSIT

- A) Value of EMD: Rs. 38,000 /-**
B) Mode of submission:

EMD shall be submitted ONLINE through this portal.

C) Refund of EMD:

- i. In case of unsuccessful bidder(s):

EMD amount (deposited online) of the unsuccessful bidders, shall automatically be returned to the respective debited accounts from the e-tender portal.

- ii. In case of rejected bid(s):

EMD amount (deposited online) of the bidders, shall automatically be returned to the respective debited accounts from the e-tender portal .

- iii. In case of cancellation of the tender, the deposited EMD amounts shall be returned to the respective bidders automatically to the respective debited accounts from the e-tender portal .

- iv. In case of successful bidder: EMD shall be adjusted with the total Security deposit amount of the entire contract and in that case, it will be refunded after the completion of contractual period covering claim period.

There is no exemption in EMD.

No interest shall be payable by the Corporation on the Earnest Money that is refunded to unsuccessful bidders under any circumstances.

D) Forfeiture of Security Deposit/Earnest Money:

Earnest Money submitted will be liable to forfeiture on the following grounds:-

- i. For failure of bidders to accept the order / LOI / LOA placed within the validity period of their offer
- ii. On placement of order, if the contractor refuses to take up the job or withdraw his service in midway of the contractual period for any reason whatsoever, then the Earnest money and/or total Security Deposit may liable to be forfeited as per discretion of the WBPDC/L Authority and other penal action may be taken as deemed fit.
- iii. WBPDC/L reserves the right of forfeiture of Earnest Money deposit in case the bidder(s) after opening of tender, withdraws amends, impairs, derogates, or revokes his tender within the validity period or extension thereof.
- iv. If the bidder does not accept the arithmetical correction of its bid price.
- v. For failure to submit contract performance guarantee within stipulated date.

- vi. If the acceptance of order is not received within the stipulated period.
- vii. On providing false or incorrect information in respect of qualifying requirement or any other information.
- viii. In case of successful bidders who does not execute the awarded job, necessary action under the provisions of Corporation's Blacklisting Policy may be initiated.
- ix. Other conditions mentioned in this tender document.

4. QUALIFYING REQUIREMENT (QR)

- i) Bidder should be a Single Bidding Entity .
- ii) The Bidder should neither presently have blacklisted by, nor should be engaged in any enquiry or pending legal issue with the any State Government in India or Government of India. (Declaration duly Notarized needs to be submitted by the bidder)
- iii) The Bidder must have no adverse record or defaulter of statutory liabilities. (Declaration duly Notarized needs to be submitted by the bidder)
- iv) The bidder should have executed similar nature of works under the Government/ Quasi Govt. organization /Reputed Private Organization (LISTED COMPANIES) / Power Plant during last 7 years ending **31.10.2023** as follows :

a) Three similar completed work each with value(excluding taxes and duties) not less than Rs. 6.44 Lac

Or

b) Two similar completed work each with value(excluding taxes and duties) not less than Rs. 7.9 Lac

Or

c) One similar completed work with value(excluding taxes and duties) not less than Rs. 12.64 Lac

Similar nature of work means "Supply , erection and commissioning of 415V ($\pm 10\%$) switchgear panels (OEM : Siemens/L&T/ABB/Schneider/C&S) of minimum capacity 1000 Amps ."

The word "executed" means that the bidder should have achieved the progress specified in the above para even if the total contract/ order is not completed/ closed. The same shall be supported by documentary evidence issued by the owner.

v) The bidder should have Average Annual Turnover during last 03 (three) financial years i.e. FY 2020-21 , FY 2021-22 , **FY 2022-23** at least **Rs. 6 Lac**.

vi) The net worth of the bidder of each FY 2020-21 , FY 2021-22 , **FY 2022-23** should be positive.

*The Bidder shall fulfill the said **Qualifying Requirements** satisfactorily as stipulated hereinabove and submit documentary evidences as applicable. Authenticated scanned copies of all documents are to be uploaded in the designated locations of the e-tender portal and original documents of above copies are to be produced on demand.*

5. SUBMISSION OF TENDER DOCUMENTS

A) Tenders are to be submitted online through the website <https://wbtenders.gov.in>. All the documents uploaded by the Tender Inviting Authority form an integral part of the bid.

Bidders are to keep track of all the Addendum / Corrigendum issued against the particular NIT and download copies of the above documents and merge the Addendum / Corrigendum with respective NIT. **No need to upload the published NIT documents**, instead upload the declaration as per format given in **Annexure II** .

Bidders are required to upload all the tender documents along with the other documents, as asked for in the tender and the addendum / corrigenda of the tender, if published, through the above website within the stipulated date and time as given in the Tender.

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

B) Bidders must download tender specific documents (NIT, BOQ etc) from <https://wbtenders.gov.in>, prepare the required documents and upload the scanned documents in Portable Document Format (PDF) to the portal in the designated locations viz.

Cover #1 : "Fee/PreQual/Technical" &

Cover #2 : "Finance" for BOQ sheet duly filled up. Bidders need to fill up the rates of items in the BOQ, downloaded for the supply, in the designated cell of the BOQ spreadsheet and upload the same in designated location of Cover #2 .

➤ The bid and other supporting documents uploaded by the bidders should be in only English language. **Bid in any other language is liable to be rejected.**

➤ Currency should be in INR.

C) No alteration in the Bid or in the amount(s) or any addition by way of special stipulation will be permitted.

D) Any Bid which is incomplete, ambiguous, or not in compliance with the Bid Document is liable to be rejected.

6. ONE BID PER BIDDER

- a) Each Bidder shall be allowed to submit only one Bid. A bidder who submits more than one Bid will be disqualified.
- b) The NIT/Bid is not transferable.

7. COVER 1 DOCUMENTS: TECHNICAL BID

1. Bidder information sheet as per Annexure-I furnishing name, residential address, phone no, e-mail address and place of business of person (s) authorized to sign the tender with signature of appropriate authority with designation and seal of the Company and submit Power of Attorney / authorization to bid on behalf of the bidder in case the bidder himself is not signing the tender document alongwith copies of following documents **[to be submitted by the bidder , as and where applicable]** :
 - i. Company details documents (as applicable) viz. Partnership Deed , MOA, Company Registration Certificate,
 - ii. Valid PAN Card and IT Return of AY2021-22, AY 2022-23,**AY 2023-24**
 - iii. Valid GST Registration Certificate
 - iv. Valid PF establishment code supported by latest PF return-cum-challan
 - v. Valid ESI code supported by ESIC challan /Declaration on Workmen compensation

Note : Undertaking on non-applicability for any of above statutory documents is to be executed on non-judiciary stamp paper of Rs. 10 with Legal declaration affirmed before a First Class Magistrate / Notary .

2. Declaration as per annexure –II has to be submitted by the bidder

3. Audited Accounts along with Audit report for last three consecutive financial years (**last FY being FY 2022-23**) **to be submitted by the bidder** .
4. Documentary evidence in support of work experience and fulfilling the requirement as spelt out in the Tender document must be submitted along with techno-commercial bid.
 - i. These documents should be in the form of copies of Purchase order /Contract , Completion Certificates. However, the originals of these documents shall have to be produced by the bidder, as and when asked for. The completion certificate shall be from appropriate/ ordering authority.
 - ii. In case the bidder is an authorized distributor or authorized dealer or authorized Channel Partner of OEM or manufacturer , he has to submit

valid dealership /proper Authorized Certificate.

5. **Technical proposal alongwith unpriced BOQ and BOM (mentioning the make of the items to be offered) are required to be uploaded .** Percentage of GST and HSN /SAC code are required to be mentioned against the unpriced format of price bid break up.

Note:

- All declaration and undertakings must be executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder and upload it.
- Subcontractor's credentials are not acceptable. Credentials on working as a subcontractor are not accepted.
- Authenticated scanned copies of all documents are to be uploaded in the designated locations of the e-tender portal and original documents of above copies are to be produced on demand.
- The offers of the Bidder not meeting the Qualifying Requirements and not producing supportive documents shall be summarily rejected and no correspondence whatsoever shall be entertained.
- The Authority reserves its right to verify the documents/information submitted by the bidder.
- Non-submission of any one of the above documents, non-compliance with the given format, submission of incomplete documents and false claims may disqualify the bidder and the bid document submitted, if any, may be rejected outright without any further reference to the bidder.

**8. COVER 2 :
FINANCIAL BID**

The financial proposal has to be submitted in Finance Cover as per decrypted BOQ sheet.

Bidder must consider Freight, Insurance and other elements (other than GST) , impacting BASIC cost of each line item and Evaluation will be done only on the basis of rates quoted in the BOQ sheet including GST.

Lowest bidder will be determined on the basis of total Landed Cost .

GST as applicable WILL BE PAID SEPARATELY.

Once completion of quoting rates in both of the sheets the bidder must encrypt the rates and upload the same with digitally signed. (Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder).

Bill of quantity is as follows .

Sl No.	Item Description (Make : As detailed in BOM and Scope of Work)	Qty	UOM	BASIC PRICE *	TOTAL GST AMOUNT	TOTAL PRICE WITH GST Make
1	Supply, Erection , Commissioning of LT Switchgear	1	Set			
2	Supply and Installation of Illumination System	1	Lot			
3	Supply and Installation Earthing System	1	Lot			
4	Supply, Erection , Commissioning of Fire Detection and Protection System	1	Lot			

***NOTE :**

- Bidders are required to quote the prices against the same in the BOQ sheet.
- Break-up of quoted prices as above are required to be uploaded alongwith the price bid in the prescribed folder in pdf form duly signed and sealed.
- Percentage of GST and HSN /SAC code are required to be mentioned .

9. CONDITIONAL AND INCOMPLETE TENDER

i. The offer must accompany Declaration as per annexure-II , failing which it will be summarily rejected. If it is found that the Agency is blacklisted by any government department/ PSU/ Government agency at the time of submission of the bid and has submitted false declaration in annexure-II, the bid submitted by the bidder shall be rejected and their EMD shall be forfeited and necessary actions may be taken under the provisions of Corporation's Blacklisting Policy.

ii. Conditional and incomplete tenders are liable to summary rejection.

iii. The entire offer to be submitted by the bidder should be unconditional. Any information, assumption, statement having a direct or indirect relation/ correspondence with the quoted rates shall be treated as a condition and as such a deviation from the tender norms stipulated in the tender documents. Bidders are, therefore, requested to thoroughly scrutinize the entire tender document and seek clarifications if required before submission of tender.

iv. If any bidder fails to produce any original hard copies of the documents like Completion Certificate or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any

deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the bidder and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

v. All the uploaded annexures will have to be attested by the bidder with official seal of the agency / company .

vi. All declaration and undertakings must be executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder.

vii. The Corporation reserves the right to accept / cancel any or all tenders without assigning any reason whatsoever. The corporation does not bind itself to accept the rate quoted by the lowest bidder and reserves the right to accept or to reject any or all the tenders .

viii. The bidder is expected to carefully examine the Bid documents and fully satisfy himself as to all the conditions and matters, which may in any way affect the work or the cost thereof. If any Bidder finds discrepancies or omissions in the Bid documents or is in doubt as to the true intent or meaning of any part thereof, he can submit his query within the date stipulated in the NIT for further clarification. Any query for clarification in the above respect after the submission of bid shall not be entertained. After receipt of such interpretation or clarification the Bidder shall submit his Bid but within the time and date as specified in the invitation to Bid. All such interpretation and clarification shall form an integral Step of the tender documents and must accompany the bid.

ix. The agency has to submit written clarification and information if any, verbal clarification and information shall not be accepted.

x. Cost of bidding : All the expenses, incidental to the submission of the tender, discussion, conferences, if any, shall be borne by the bidder irrespective of whether the tender is accepted or not and the WBPDC shall bear no liability whatsoever.

xi. Any hardcopy of the document asked for clarification or any shortfall documents against uploaded tender submitted by the bidder shall become the property of the WBPDC and The WBPDC shall have no obligation to return the same to the Bidder for any reason whatsoever.

10. AMENDMENT OF BIDDING DOCUMENTS

a) At any time prior to the deadline for submission of bids, WBPDCI may, for any reason whether at its own initiative or in response to a clarification requested by prospective Bidders, modify the Bidding document by issuing addenda/Amendments. The amendment/addenda shall be part of the Bidding documents, and will be notified electronically to all prospective bidders and shall be binding on them. The Bidders will be required to acknowledge receipt of any such amendment to the Bidding documents only by uploading the Annexure-II duly signed and sealed. In order to provide time to prospective Bidders to take into account such amendment in preparing their bids, WBPDCI may, at its discretion, extend the deadline for the submission of Bids. Owner shall in no way responsible if the bidder fails to take notice or act in accordance to the addenda/Amendments issued time to time. WBPDCI may, at its discretion, extend the deadline for the submission of bids by amending the Bidding documents, in which case all rights and obligations of WBPDCI and bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

Any addenda /corrigenda to the NIT, will be published in the <https://wbtenders.gov.in> and bidders are requested to keep track of any addenda/corrigenda published time to time.

b) WBPDCI reserves its right to accept or reject any or all bids or any part of the bid without assigning any reason whatsoever and it shall not be liable for any compensation to expenses/loss incurred by the bidder in the process in whatever manner it may be.

11. OPENING & EVALUATION OF BID

A) Technical bid evaluation

Evaluation by The WBPDCI shall be based on the documents as uploaded by the bidder as per the tender clauses.

All QR documents viz, declarations, annexures, statutory documents, credentials, financial documents will be checked.

The requirements as stipulated in the tender documents are the minimum ones and The WBPDCI has the right to ask for any additional information, if necessary, in case the documents uploaded by the bidder are found inadequate. The WBPDCI reserves its right to reject any tender, if the bidder is found not qualified to perform the work satisfactorily. The WBPDCI reserves the right to reject any tender, at any stage, if the bidder is found to have become qualified by giving incorrect and/or false information. **The bid without declaration as per annexure –II will be**

disqualified.

Notwithstanding anything stated above or elsewhere, The WBPDCI reserves the right to assess the capability and capacity of the bidder, should the circumstances warrant such assessment in the overall interest of The WBPDCI.

Pursuant to scrutiny and decision of the Technical Evaluation Authority, the summary list of eligible bidders for which their Financial Proposals will be considered will be uploaded for the above in the web portals.

B) Price bid opening & evaluation

- i) Price bids of the technically eligible bidders declared by the Tender Evaluation authority will be opened electronically from the e-tender portal .
- ii) **Evaluation shall be done only on the total rate quoted in the BOQ sheet (including GST).**

After evaluation of price-bid, by Tender Evaluation authority, the final summary result, name of the successful bidder and the rates quoted will be uploaded. The Tender Accepting Authority may ask any of the Bidders to submit analysis to justify the rate quoted by that bidder.

Issue of tender documents to any bidder will not be construed that such bidder is automatically considered qualified for the entire tender process.

The WBPDCI reserves the right to accept any tender or reject any or all the tenders or cancel/withdraw the invitation for tender without assigning any reason whatsoever. Such decision taken by The WBPDCI shall not be subject to raising of question by any bidder and The WBPDCI shall bear no liability consequent upon such decision and the bidder shall have no claim in this regard against The WBPDCI.

12. VALIDITY OF BID :

- (a) Bid shall remain open for acceptance by the Owner for a period of One hundred Eighty (180) days from the last date of opening of the financial Bid. During this period the Bidder shall not withdraw or amend his Bid.
- (b) The quoted prices shall remain firm till completion of the contract.
- (c) Notwithstanding sub-clause (a) above, the Owner may obtain the Bidder's consent to extend the validity period of his Bid, as required. The request and response thereto shall be made in writing. A Bidder accepting the request will not be permitted to modify his Bid.

13. DEVIATIONS

No deviation is allowed to the NIT .

14. CANVASSING PROHIBITED

Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the Facilitators who resort to canvassing will be liable to rejection.

15. SITE VISIT

The Bidder, at the Bidder's own responsibility, cost and risk, is encouraged to visit and examine the Site of Works and its surroundings, go through siding details connected to the work, if / as available and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

It shall be deemed that the Bidder has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates.

It shall be deemed that the Bidder has got himself acquainted with the mining conditions and geological details available for the proposed work site.

16. AWARD OF CONTRACT:

The bidder, whose bid is accepted by WBPDCI, shall be issued Letter of Award (LOA) prior to expiry of bid validity. The successful bidder firm shall confirm unconditional acceptance by returning a signed copy of the LOA within 7 days from the date of placement of LOA.

Note : Subject to evaluation complying the terms mentioned in this NIT, bids with Lowest valid rate shall normally be accepted.

- i) The successful bidder may have to submit reasonable price break up along with schedule of works, if so required by the controlling officer.
- ii) WBPDCI shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful bidders as regards non-acceptance of their bids. Except for refund of EMD, if asked for, to unsuccessful bidders, WBPDCI shall correspond only with the successful bidder.
- iii) After award of work –
 - a) bidder shall obtain necessary insurance coverage under Employees' Compensation Act, 1923 for the employees who are out of ambit of ESI Act 1948;
 - b) bidder shall apply for and obtain the labour license, ESI registration from

the Labor Department/authorities of the West Bengal State Government.

c)Copies of insurance premium receipt in case of Employees' Compensation Act, 1923 to be submitted too.

Provided that the sub-contractors to be engaged by the bidder with approval of owner shall also comply the aforesaid statutory conditions, as applicable.

**17. REJECTION OF
BID**

On submission of any Bid, the corresponding bidder shall have no cause of action or claim against the Owner for rejection of his Bid. The Owner will always be at liberty to reject or accept any Bid at his sole discretion without assigning any reason and any such actions will not be called into question and the bidder shall have no claim in this regard against the Owner.

**18. CANCELLATION
OF TENDERS**

WBPDCI may cancel the tender at his discretion without assigning any reasons whatsoever. In that case bid security will be released without interest. WBPDCI will not be liable for any other expenses incurred by the bidder to participate in the tender.

END OF SECTION I

SECTION II : General Conditions of Contract

SECTION III : Special Conditions of Contract

SECTION IV: Editable format of Annexures

CONTENTS

1. DEFINITIONS..... 2

2. EFFECTIVE DATE 5

3. DISCREPANCIES AND ADJUSTMENTS THEREOF 5

4. CONFLICT OF INTEREST 6

5. TIME OF COMPLETION 6

6. CONTRACTOR’S RESPONSIBILITY 6

7. HINDRANCE REGISTER 8

8. OBSERVANCE OF STATUTORY COMPLIANCES 8

9. DEDUCTION FROM CONTRACT PRICE 9

10. CHANGE IN SCOPE / NATURE OF WORK DURING PROGRESS OF WORK 9

11. APPOINTMENT OF SUB-CONTRACTOR BY CONTRACTOR..... 9

12. RESPONSIBILITY OF THE CONTRACTOR..... 10

13. DEFECT LIABILITY..... 12

14. LIMITATION OF LIABILITY 15

15. TRANSFER OF OWNERSHIP 15

16. CARE OF FACILITIES 15

17. INSURANCE 15

18. FORCE MAJEURE 16

19. TERMINATION 16

20. DISPUTE RESOLUTION 17

21. GOVERNING LAW & LEGAL JURISDICTION..... 18

22. BLACKLISTING..... 18

1. DEFINITIONS

In the Bid Document, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise demands.

- (i) “Applicable Law” means any statute, law, regulation, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law in the Republic of India and the State Government, by any Government Authority or instrumentality thereof, whether in effect as of the date of this Contractor thereafter .
- (ii) “Appropriate Government” means the Government of West Bengal
- (iii) ‘Authority’/ ‘Company’ shall mean the WBPDCI and includes its authorized representative or any other person empowered on their behalf by WBPDCI.
- (iv) ‘Approved’ shall mean approval in writing including subsequent written confirmation of previous verbal approval(s).
- (v) “Accepting Authority” shall mean the management of the WBPDCI and includes an authorized representative of the WBPDCI or any other person / persons or body of persons empowered in this behalf by the WBPDCI.
- (vi) The word “Contractor / Contractors” wherever occurs means successful tenderer / tenderers who has / have given written intimation about the acceptance of tender and shall include legal representative of such individual or persons composing a firm or the successors and permitted assignees of such individual, firm or company as the case may be.
- (vii) The “Contract” shall mean the Work Order, as accepted by the WBPDCI and the contractor and the formal agreement executed between the WBPDCI and the contractor together with the documents referred to therein including general terms & conditions, special conditions, if any, specifications, designs & drawings including those to be submitted during progress of work, schedule of quantities with rates and amounts.
- (viii) “Total Contract Price” means the total sum inclusive of all taxes & duties specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract.
- (ix) Domestic Bidder: Domestic Bidder is a business entity or individual having business activity established under Indian Law. Such as a proprietary firm, partnership firm (registered under Partnership Act-1932), a private company,

a public limited Company incorporated under Companies Act,

- (x) The "Site" shall mean the site of the contract work including land and any building and erections thereon and any other land allotted by the WBPDCI for contractor's use.
- (xi) The term "Sub-Contractor" as employed herein, includes goes having a direct contract with contractor either on piece rate, item rate, time rate or on any other basis and it includes one who furnishes work to a special design according to the plans or specifications of this work but does not include one who merely supplies materials.
- (xii) The "Engineer-in-charge" shall mean the officer appointed by the WBPDCI in the engineering / technical cadre / discipline who is competent to direct supervisors and deputed to be incharge of the works for purposes of this contract. .
- (xiii) A "Week" means, seven days without regard to the number of hours worked or not worked in any day in that week.
- (xiv) A "Day" means, the day of 24 (twenty four) hours irrespective of the number of hours worked or not worked in that day.
- (xv) A "Working Day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a holiday, and consists of the number of hours of labour as commonly recognized by good employers in the trade in the District where the work is carried out or as laid down in the State Regulation.
- (xvi) "Personnel" means professionals and support staff deployed by the by the agency and assigned to perform the Services or any part thereof.
- (xvii) "Proposal" means the Technical and as well as the Financial Proposal.
- (xviii) The "Work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the Bidder by the Controlling officer within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- (xix) "Discrepancy" – In the event of any discrepancy in words and figures, the description in words shall prevail.
- (xx) 'Rupees' shall mean the lawful currency in India.

- (xxi) "Month & Year" mean calendar month and calendar year.
- (xxii) "Schedule of Rates" referred to in these conditions shall mean the standard schedule or rates prescribed by the WBPDCI and the amendments issued from time to time.
- (xxiii) "Written Notice" shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an office of the corporation/WBPDCI for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- (xxiv) "WBPDCI's requirements" means the document entitled WBPDCI's requirements, as included in the NIT/contract and any additions and modifications to such document in accordance with the contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the works.
- (xxv) "Letter of Award(LoA)" shall mean WBPDCI's signed order copy to the successful bidder conveying the acceptance of bid and award of the specified job subjected to such conditions as mentioned in the LoA.
- (xxvi) "Final Acceptance" means WBPDCI's acceptance of the complete Plant & Equipment including all system & sub-systems in the Automatic mode, completed satisfactorily in every respect by the contractor and on satisfactory fulfilment of all contractual obligations of the Contract by the contractor as on expiry of the Warranty period.
- (xxvii) "Plant and Equipment" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the contractor), but does not include Contractor's Equipment.
- (xxviii) "Facilities" means the Plant & Equipment to be supplied and installed, as well as all the Installation & commissioning Services to be carried out by the Contractor under the Contract.
- (xxix) "Installation Services/Services" means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g. transportation, expediting, site preparation works (including the provision and use of contractor's Equipment and the supply of all civil, structural and construction materials required), installation, Pre-commissioning, commissioning, carrying out guarantee tests,

operations, maintenance , the provisions of operations and maintenance manuals, training of employer's personnel etc.

(xxx) "Pre-commissioning" means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the Contractor in preparation for Commissioning.

(xxxi) "Completion of Facilities" means that all the Facilities (or a specific part thereof where specific parts are specified in the SCC) have been completed operationally and structurally as per Technical Specifications and put in a tight and clean condition and that all work in respect of Pre-commissioning of the Facilities or such specific part thereof has been completed and Commissioning and reliability run of respective unit (s) has been done as per Technical specifications.

This definition of Completion of facilities will supersede all the other relevant wordings in respect of definition of completion.

(xxxii) "Commissioning" means operation of the Facilities or any part thereof by the contractor, which is to be carried out by the contractor .

(xxxiii) "Reliability Run or "Trial Run" shall mean the first continuous operation of the complete Plant & Equipment including all systems & sub-systems in the automatic mode of control system for fourteen (14) days at varying loads out of which at least seventy two (72) hours shall be on continuous full load to be successfully demonstrated by the Contractor.

(xxxiv) Defect (s)" means any material non-conformance with design, material and workmanship requirements set for in the Technical Specification contained in the Contract.

2. EFFECTIVE DATE

The Contract shall come into force from the date issue of Letter of Award.

3. DISCREPANCIES AND ADJUSTMENTS THEREOF

The documents forming part of the contract are to be treated as mutually explanatory of one another.

- i) In the event of varying or conflicting provisions made in any of the document / documents forming part of the contract, the Accepting Authority's decision / clarification shall hold good with regard to the intention of the document or contract, as the case may be.
- ii) Any error is in description, quantity or rate in schedule of quantities or any omission there form, shall not vitiate the contract or release the contractor from discharging his obligations under the contract including execution of work according to the drawings and specifications forming part of the particular contract document.
- iii) Any difference detected in the breakup of cost (L1) submitted by the bidder resulting from :

- (a) Discrepancy between description in words and figures of the rate which corresponds to the works quoted by the contractor shall be taken as correct.
- (b) Discrepancy in the amount quoted by the contractor due to calculation mistake of the unit rate and quantity, the unit rate shall be regarded as firm and amount corrected.
- (c) Discrepancy in totaling or carry forwards in the amount quoted by the contractor shall be corrected. Rounding off to the nearest rupee shall be done in the final summary of the amount instead of in totals of various sections of schedule of quantities.

4. CONFLICT OF INTEREST

Facilitator (successful bidder) should provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

5. TIME OF COMPLETION

Time of completion is the essence of the contract. Before starting of the work, the contractor shall have to prepare a Bar-chart for execution of the work for getting approval of the Engineer-in-charge and approved copy of the same shall have to be kept on the work site for guidance of the engineer-in charge or his authorized representative.

6. CONTRACTOR'S RESPONSIBILITY

- i. The Contractor shall execute the job as per scope of work with due care and diligence in accordance with the Contract till the Completion of all Facilities and hand over is affected.
- ii. The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by WBPDCI and assessed by himself at the site location, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site and of other data readily available to it only after proper due diligence relating to the Facilities prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.
- iii. The Contractor shall acquire, on behalf of WBPDCI, in WBPDCI's name, all permits, approvals and/or licenses from respective authorities including all local, state or national government authorities or public service undertakings in the country where the Site is located as statutorily or otherwise that are necessary for the performance of the contract, including, without limitation, visas for the contractor's and subcontractor's personnel and entry permits for all the imported contractor's Equipment. The contractor shall also acquire all

other permits, approvals and/or license that are not the responsibility of the employer.

Contractor has to ensure safe keeping of the documents and diligent use. It is the responsibility of the contractor to keep safe and return to WBPDCI all the approvals, permits, licenses, certificates and other relevant document so obtained.

- iv. Supplier/Contractor shall accept full responsibility and indemnify the Corporation and shall hold the Corporation harmless from all acts of omission and commission on their part, on the part of their agents, their subcontractors and employees in execution of the purchase order/Works/Service contracts.
- v. The contractor shall co-ordinate for obtaining statutory clearances from concerned authorities mandatory for carrying out the contract.
The Contractor shall comply with all applicable laws or ordinances, codes, approved standards, rules, and regulations and shall procure and maintain their validity all necessary Municipal, Panchayat and Government permits& licenses etc. at its own cost.
- vi. The Contractor shall provide all engineering drawings, data pertaining to the project, erection and commissioning test procedures, schedules for the Owner's approval. Operation manual, Plant Hand Book shall be submitted prior to hand over of the facilities for setting up of the O&M process for the project by WBPDCI.
- vii. The Contractor shall be responsible for the survey and true and proper setting out of the works and for the correctness of the positions, levels, dimensions and alignments of all parts of the Work and for the provision of all necessary instruments, appliance and labor in connection therewith. If at any time during the progress of the Work any error shall appear or arise in the positions, levels, dimensions or alignments of any part of the Work, the Contractor on being required so to do by the Engineering-in-charge, shall at his own expense rectify such errors to the satisfaction of the Employer. The checking of setting out of any line or level by the Engineering-in-charge or his representative shall not in any way relieve the Contractor of his responsibility for the corrections thereof and the Contractor shall carefully protect and preserve all things used in setting out the Works.
- viii. The Contractor shall construct his Site offices and covered and open storage facilities including access roads as required.
- ix. Assign necessary electrical supervisory personnel with approved license as per provision of the Indian Electricity rules.
- x. Take at all times adequate steps against fire hazards and approval of the Engineering-in-charge for the same. All the Contractor's supervisory personnel and sufficient number of workmen shall be trained for fire fighting and enough of such persons shall be available at the Site during the entire period of work. Adequate number of fire protection equipment shall be kept at his office, stores and labor colony areas, etc. as per rules. **The Employer shall be indemnified of any damage or loss occurred due to fire hazard to the Contractor.**
- xi. The Contractor shall, at his own cost, provide necessary sanitary convenience in his Site office, stores and for the use of his workmen at the Site in a manner approved by

the Engineer-in-charge.

7. HINDRANCE REGISTER

A “**Hindrance Register**” shall be maintained by both the WBPDC and the Contractor at site to record the various hindrances, as mentioned above, encountered during the course of execution.

The contractor may request the WBPDC in writing for extension of time within 14 days of happening of such event causing delay stating also, if practicable, the period for which extension is desired. The WBPDC may, considering the eligibility of the request, give a fair and reasonable extension of time for completion of the work. Such extension shall be communicated to the contractor in writing by the WBPDC through the Engineer-in-charge within 1 month of the date of receipt of such request.

The contractor shall however use his best efforts to prevent or make good the delay by putting his endeavors constantly as may be reasonably required of him to the satisfaction of the Engineer-in-charge.

- (i) Provisional extension of time may also be granted by the Engineer-in-charge during the course of execution, on written request for extension of time within 15(fifteen) days of happening of such events as stated above, reserving the WBPDC’s right to impose/waive penalty at the time of granting final extension of time as per contract agreement.
- (ii) When the period fixed for the completion of the contract is about to expire, the question of extension of the contract may be considered at the instance of the Contractor or the WBPDC or the both. The extension will have to be by party’s agreement, expressed or implied. In case the Contractor does not apply for grant of extension of time within 15 (fifteen) days of hindrance occurring in execution of the work and the WBPDC wants to continue with the work beyond the stipulated date of completion for reason of the work having been hindered, the Engineer-in-charge at his sole discretion can grant provisional extension of time even in the absence of application from the Contractor. Such extension of time granted by the Engineer-in-charge is valid provided the Contractor accepts the same either expressly or implied by his actions before and subsequent to the date of completion. Such extension of time shall be without prejudice to WBPDC’s right to levy compensation under the relevant clause of contract.

8. OBSERVANCE OF STATUTORY COMPLIANCES

Contractor shall have to ensure all statutory compliances and have to observe, perform and comply with the provisions of

- (a) The Contract Labour (R&A) Act, 1970
- (b) The Payments of Wages Act,1936
- (c) The Employees’ Provident Fund & Misc. Provision Act’1952

- (d) The Payment of Bonus Act,1965
- (e) The minimum Wages Act,1948
- (f) The Employees' Compensation Act,1923 ,if any
- (g) The Employees's State Insurance Act,1948
- (h) The Industrial Disputes Act,1947
- (i) The Building & other Construction workers (Regulation of Employment & conditions of service) Act,1996 and other law of the land as may applicable.

However, the WBPDCI will not bear any financial liabilities of the workers to be deployed by the agency/contractor.

The registration under "The Building & other Construction workers (Regulation of Employment & conditions of service) Act,1996" has to be taken by the successful bidder and bidder has to undertake necessary compliances of the Act from their part and the job value quoted by them without any further reimbursement from WBPDCI.

The WBPDCI will not bear any financial liabilities on account of applicable cess under "The Building & other Construction workers (Regulation of Employment & conditions of service) Act,1996".

9. DEDUCTION FROM CONTRACT PRICE

All costs, damages or expenses, which the WBPDCI may have paid for which under the contract , the Contractor is liable, will be claimed by WBPDCI . All such claims shall be billed by WBPDCI to contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations , to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within 15 days of receipt of corresponding bills and if not paid by contractor within said period, the WBPDCI may then deduct the amount from any money due or becoming due by him to contractor under contractor or may be recovered by actions of law or otherwise, if contractor fails to satisfy the WBPDCI of such claims.

10. CHANGE IN SCOPE / NATURE OF WORK DURING PROGRESS OF WORK

In case of any change in the scope/ nature of work during its progress, the contractor is to inform the management immediately and act as per the direction of the management.

11. APPOINTMENT OF SUB-CONTRACTOR BY CONTRACTOR

The contractor shall not sublet the work or engage any sub-contractor for executing the work except under special circumstances and reasons beyond control, with the approval of the WBPDCI. Prior permission is required to be taken from the principal employer for engagement of sub-contractors for providing skilled and semi skilled

manpower (i.e. below the supervisor level) for their utilization in connection with this contract. However, principal employer's certificate in form-V for obtaining the labour licence under the "Contract labour (Regulation & Abolition) Act, 1970" and the rules framed there-under, shall be issued in favour of the main contractor only that is to whom LoA has been awarded by WBPDC. No form -V shall be issued to any sub-contractor.

12. RESPONSIBILITY OF THE CONTRACTOR

i) Safety checking

Controlling officer or safety officer at his discretion may check / examine any of the contractors' tools / scaffolding/working condition etc. In case of dissatisfaction, he may suspend the job temporarily till the contractor takes proper remedial measure. The agency shall take all safety measures during the work as applicable in accordance with the safety rules as mentioned in "**Annexure-VI**" in consultation with the Controlling officer.

ii) Pollution control

The contractor shall take all steps to follow and comply with:

- a) The water prevention and control of pollution act, 1974.
- b) The prevention and control of pollution act, 1981.
- c) The environment protection act, 1986.
- d) Manufacture, storage and import of hazardous chemical rules, 1989.
- e) Hazardous wastage management and handling rules, 1989.
- f) The national environmental tribunal act, 1995.
- g) All other acts & rules in connection with pollution control in the relevant working area.
- h) The Contractor shall be fully responsible for any violation of Pollution Act, if occurred during collection and loading.

iii) Occupational health care

Contractor shall be duty bound to take all necessary steps towards ensuring occupational health care of his workmen working at loading site as required under West Bengal factories rules, 1958 / the West Bengal building & other construction workers (regulation of employment & conditions service rules, 1005), as may be applicable.

iv) Technical and administrative liaison work on the part of contractor

The liaison person on the part of contractor should be borne on the roll of the contractor and the said relationship shall be absolute. The WBPDC will not bear any responsibility as regards terms and conditions of his employment, non-employment and conditions of labour including statutory liabilities, if any.

- v) The contractor shall familiarize themselves with and be **governed by all**

- laws and rules of India and local statutes** and orders and regulations applicable to his / their work.
- vi) Building for the **sanitary** necessities of all persons employed on the work shall be constructed and maintained in the number, manner and place approved or ordered by the Engineer in charge. The contractor shall vigorously prohibit committing of nuisance at any other place. Cost of all works under these items shall be covered by the contractor's tendered rates.
- vii) The contractor shall furnish to the Engineer-in-charge or his authorized representative(s) with **work reports** from time to time regarding the **contractor organization** and the **progress** made by him/ them in the **execution of the work** as per the agreement.
- viii) The contractor shall make his/their own arrangement for all materials, tools, staff and labourer required for the contract, which shall include loading, recruiting expenses and any other charges for the completion of the work to the entire satisfaction of the WBPDCI. All materials engaged for work should be approved in advance by Engineer-in-charge. WBPDCI shall not be responsible for violation of patent rights.if any.
- ix) **PROVISION RELATED TO EMPLOYMENT OF LABOUR, PAYMENT OF WAGES AND PROVIDENT FUND DEDUCTION**

A) Labour License :

The contractor shall also comply with statutory requirements under **CL(R&A)** Act and also obtain labour license.

The contractor shall not engage any person of less than 18 years of age. For further information and guidance the contractor may contact HR&A department ,Corporate, WBPDCI

B) Payment of wages :

The contractor shall not pay less than the wages fixed (notified for mining activities as per policy decision of the WBPDCI valid from time to time prevalent during execution) in respect of his employees of different categories.

C) Provident Fund :

From the 1st day of engagement of any workman /employee by the contractor under the LoA , the said workman /employee shall be member of PF of contractor's firm, A copy of membership details is to be sent to the regional PF commissioner and a copy of same shall be furnished to HR& a deptt, Corporate for verification and certification ,before claiming periodical /monthly bill.

Within 7th days of next month, the following documents have to be submitted to appropriate authority :

- i) 3 copies of PF contribution deposition challans
- ii) Copies of form 12A(R) duly received by PF authority
- iii) A statement showing individual contribution as per specific format required under para-36B of EPF scheme 1952
- iv) A list of workmen /employee in respect of whom PF contribution has been deposited .

All relevant records pertaining to deposition of PF contribution etc. shall be made available at the contractor's site office for inspector as well as for inspection by HR& a deptt, Corporate, as and when required.

D) Insurance :

- i) **For workmen's compensation :** The contractor shall take insurance policies to cover risks involved and all administrative arrangements and incidental jobs thereto are to be undertaken by him. In event of furnishing of incorrect and incomplete information or non-furnishing of information , on part of contractor , resulting in non-admission of claim to insurance company ,the contractor shall be liable to pay compensation to concerned workman at his own risk and peril.

The WBPDC shall not be liable for any damage for which compensation is payable in consequence of any accident or injury to any workman due to aforesaid act on the part of contractor. The contractor is to indemnify the WBPDC against the payment of above workmen compensation . As regards the rate of insurance premium and other administrative formalities , HR& A deptt, Corporate may be contacted.

- ii) **For public liability and property damage :**

The contractor shall have to abide by the rule and regulations framed by Railway authority i.ro. public liability insurance act'1991.

E) Identity card:

The contractor must issue the identity card (in form xiv) under the WB CLR&A rules ,1972 to each of his workmen to be deployed at site and said I-card shall be in possession of concerned workman while on duty.

13. DEFECT LIABILITY

- i. The Contractor must warrant that the Facilities shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.
- ii. The Defect Liability Period shall be Eighteen (18) months from the date of Completion of the Facilities followed by handing over or twelve (12) months from

- the date of Operation Acceptance (or any part thereof), whichever occurs first.
- iii. If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with WBPDCI regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect.
 - iv. If it shall appear to the Engineer-In-Charge that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor for the execution of Contractor are unsound or otherwise not in accordance with the Contract, the Contractor shall on demand in writing inform the Engineer-In-Charge or its authorized representative specifying the item, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for. The Contractor shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials or articles at its own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-In-Charge in its demand aforesaid, the Engineer-In-Charge may on expiry of notice period rectify or remove and re-execute the time or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the Contractor. The decisions of the Engineer-In-Charge in this regard shall be final and binding.
 - v. WBPDCI shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. WBPDCI shall afford all reasonable opportunity for the Contractor to inspect any such defect.
 - vi. WBPDCI shall provide the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this Clause of Defect Liability. The Contractor may, with the consent of WBPDCI, remove any Plant and Equipment or any part of the Facilities that are defective from the Site, if the nature of the defect and/or any damage to the Facilities caused by the defect is such that repairs cannot be expeditiously carried out at the Site.
 - vii. If the repair, replacement or making good is of such a nature that it may affect the efficiency of the Facilities, WBPDCI may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, where upon the Contractor shall carry out such tests.

If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests, in character, shall in any case be not inferior to what has already been agreed upon by WBPDCI and the Contractor for the original equipment/part of the Facilities.

- viii. If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days), WBPDCI may, following notice to the Contractor, proceed to do such work, and the costs

incurred by WBPDC in connection there with shall be paid to WBPDC by the Contractor or maybe deducted by WBPDC from any monies due to the Contractor or claimed under the Performance Guarantee, without prejudice to other rights, which WBPDC may have against the Contractor in respect of such defects.

ix. If the Facilities cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by WBPDC because of any of the aforesaid reasons.

At the end of the Defect Liability Period, the contractor liability ceases except for Latent Defects and the Owner will issue Final Acceptance certificate for the Plant/or the portion of the Plant taken-over as the case may be.

For all corrected defects in the Facilities by repair/replacement, such repair/replacement shall have the extended defect liability period of twelve (12) months from such replacement, however the Defect Liability cumulatively on all such facilities requiring attention due to defect and repair /replacement work has been carried out shall cease on expiry of twelve (12) months from issuance of Final Acceptance certificate.

x. In addition, the Contractor shall also provide an extended warranty for any such component of the Facilities and for the period of time as specified in technical specifications. Such obligation shall be in addition to the defect liability specified under GCC Clause 14.ii.

xi. The Contractor shall not be responsible for the repair; replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

- (a) Improper operation or maintenance of the facilities by the Employer
- (b) Operation of the Facilities outside specification provided in the contract.
- (c) Normal wear and tear

xii. The warranties provided shall be in substitution of and exclude all express and implied statutory and other warranties, guarantees, conditions or liabilities (whether as to fitness, quality, standard of workmanship or otherwise) and the provision hereof shall override any alleged representation or contractual agreement to the contrary.

xiii. This clause shall survive the termination or completion of this contract.

xiv. Latent Defects:

Notwithstanding the issue of the Final Acceptance Certificate, the Contractor shall be responsible for making good with all possible speed any defect in any Section of the Plant which appears at any time till the unblemished expiry of Warranty Period (supported by a clear undertaking towards supply of necessary Spares on chargeable basis) for a subsequent period limited up to five (05) years from Taking Over of such Section of the Plant and shall rectify such defect at its own cost and expense. The defects to which this applies are defects in design, materials or workmanship or defects arising from any act or omission of the Contractor done or omitted prior to Take-over of the portion of the Plant affected by the defects or during the Warranty Period which a reasonable examination at the end of the Warranty Period would not

have disclosed.

14. LIMITATION OF LIABILITY

Except in cases of criminal negligence or willful misconduct,

(a) Neither party shall be liable to the other party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other party in connection with the contract, other than specifically provided as any obligation of the party in the contract, and

(b) The aggregate liability of the Contractor to the purchaser, whether under the Contract, in tort or otherwise, shall not exceed the amount of the total contract price, provided that this limitation shall not apply to the cost of repairing defective equipment, or to any obligation of the Contractor to indemnify the Purchaser with respect to patent infringement.

15. TRANSFER OF OWNERSHIP

I. Notwithstanding the transfer of Ownership of the Plant, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to GC Clause of (Care of Facilities) hereof until Completion of the Facilities or the part thereof in which such Plant are incorporated.

ii. Ownership of the plant and equipment (including Spare parts) shall be transferred to the Employer when the Plant & Equipment are reached to the site and upon submission of gate endorsement to the appropriate authority.

iii. Ownership of the Contractor's Equipment used by the Contractor and its subcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.

iv. Where, on transfer of Ownership of Plant (including spare parts) to the Employer in accordance with GCC 16.ii and GCC 16.iii and on receipt of the said Plant (including spare parts) by the Consignee of Material named by the Employer, the Employer hands over the said Plant to the Contractor for executing the Contract, then the Contractor shall at the time of taking delivery of the Plant, execute an Indemnity Bond in favor of the Employer for keeping the Plant in safe custody and to use the same exclusively for the purpose of the said Contract.

The Forms for the Indemnity Bonds are attached in SECTION (ANNEXURE)

16. CARE OF FACILITIES

The Contractor shall be responsible for the care and custody of the Facilities until the date of Completion of the Facilities and hand over or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its Subcontractors in the course of any work carried out, pursuant to GCC Clause (Defect Liability).

17. INSURANCE

The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and deliver .

18. FORCE MAJEURE

Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force majeure. Delays in performance of contractual obligations under influence of Force majeure conditions are condonable by the other party without any right to termination or claim for damages, provided, notice of happening of any such event is given by the affected party to the other within 30(thirty) days from the date of occurrence. Execution of work/ supply of goods shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However if such event continues for a period exceeding 120 days(for works), either party may at its option terminate the contract without any financial repercussion on either side by giving notice to the other party.

19. TERMINATION

A. CANCELLATION OF CONTRACT FOR DEFAULT ON THE PART OF AGENCY/ FIRM

If the agency fails to execute whole or part of the works within the time period(s) specified in the contract, or any extension thereof granted; and/or
If the agency/firm fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted .

The WBPDC/CL reserves the right to terminate the contract without any notice under the following specific conditions/ circumstances:

- a) Unsatisfactory performance of the contracted work,
 - b) Involvement in action causing breach of peace and discipline within the WBPDC/CL area premises,
 - c) Failure to comply with terms and conditions of the contract,
- a) Moral turpitude,
 - b) Violation of the provisions under various laws and awards in force from time to time as are applicable to the work,
 - c) Any action on the part of the contractor which in the opinion of the management is detrimental to the interest of the WBPDC/CL.

B. TERMINATION OF CONTRACT FOR INSOLVENCY

If the agency/firm becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability

(based on which he was selected for award of contract), the contract may be terminated without compensation to the agency/firm, provided—that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to WBPDCI.

C. TERMINATION OF CONTRACT FOR WBPDCI'S FAILURE/CONVENIENCE

After placement of the contract, there may be an unforeseen situation compelling WBPDCI to cancel the contract. In such a case, *the WBPDCI reserves the right to terminate the work by giving 15 days' notice to the agency/firm for cancellation of the contract, in whole or in part without assigning any reason.* The notice shall also indicate the date from which the termination will become effective. *The measurement of the transportation shall in such eventuality, be taken upto the date of such termination by the WBPDCI.*

D. RECOURSE AVAILABLE TOWBPDCI IN CASE OF TERMINATION UNDER CLAUSE (A) & (B)

If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:

- a) Forfeiture of the performance security/EMD as the case may be ;
- b) Risk Purchase: Upon such terms and in such manner as it deems appropriate, works unexecuted may be executed adopting alternative recourses at the sole risk and cost of the agency/firm. The additional cost over and above the contracted price incurred for execution of the unexecuted portion of works shall be charged to the agency/firm.

20. DISPUTE RESOLUTION

If any dispute(s) or difference(s) of any kind whatsoever arise between the parties hereto in connection with or arising out of any contract, the parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of 30 (thirty) days from the date on which the dispute(s) or difference(s) arose, either party shall give a notice to the other party, of such intention to invoke Arbitration within 14 (fourteen) days from the expiry of the aforesaid period of 30 (thirty) days within which amicable resolution could not be reached.

Such dispute(s) or difference(s) shall be referred to and settled by a Sole Arbitrator to be mutually appointed by both the parties.

If a party fails to appoint the Sole Arbitrator within 30 (thirty) days from the receipt of a request to do so from the other party , the appointment of Sole Arbitrator shall be

made upon request of either party by the Hon'ble High Court , Calcutta .

The arbitration proceedings shall be in accordance with the prevailing Arbitration laws of India as amended or enacted time to time.

The existence of any dispute(s) or difference(s) or the initiation or continuance of the Arbitration proceedings shall not permit the parties to postpone or delay the performance by the parties of their respective obligations pursuant to the Contract.

The seat of arbitration shall be Kolkata, West Bengal, India.

**21. GOVERNING LAW
& LEGAL
JURISDICTION**

This work order shall be governed by and construed in accordance with substantive and procedural laws of India. The competent courts at Kolkata, West Bengal, India shall have exclusive jurisdiction in relation to this work order.

Any or all action(s) and proceeding(s) arising out of or in relation to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in Kolkata, West Bengal and only the said court(s) shall have jurisdiction to entertain and try any such action(s) and /or proceeding(s) to the exclusion of all other court(s).

22. BLACKLISTING

Vendor may be blacklisted as per WBPDCI's Policy & Procedure of Blacklisting and Debarment of Agencies from Business Dealings.

.....END OF SECTION II

CONTENTS

1.	BILL OF MATERIAL	1
2.	SCOPE OF WORK	6
3.	COMPLETION TIME	13
4.	PAYMENT TERMS	13
5.	CONTRACT PERFORMANCE SECURITY	13
6.	LIQUIDATED DAMAGE CLAUSE	14
7.	DELIVERY POINT	14
8.	WARRANTY /GUARANTEE	14
9.	TRANSPORTATION /LOADING & UNLOADING	14
10.	PAYING AUTHORITY	14
11.	CONTROLLING OFFICER	14

1. BILL OF MATERIAL

Sl No.	Item Description	Qty	Make
A	Incomer Feeders (including DG Incomer)		
1	Feeder :I/C-800A 4P, Electrical, Drawout, ACB with Microprocessor Based Relay	3 set	Siemens/L&T/ABB/Schneider/C&S
2	Castell Lock (including DG interlock)	3 nos.	
3	Under Voltage Release Instantaneous for, 380-415V AC	3 nos.	
4	Blocking device, for preventing opening of cubicle door in service position: for Withdrawable Brekaer	3 nos.	
5	Auxiliary Switch Block for, 2 Change over	3 nos.	
6	2A, HRC Fuse, DIN Type, Size 000	16 nos.	

7	800/5A, 15va, Cl-1 Metering Current Transformer	9 nos.	L&T/AE/Kalpa
8	1Ph, AC Ammeter, Range: 5A direct above 5Ause CT 1A or 5A sec, Acc. CL:1, Size: 96x96	3 nos.	L&T/IMP/AE
9	Multifunction Meter	3 nos.	L&T/IMP/AE
10	TNC Switch with changeover scheme	3 nos.	Kaycee/Havells/L&T/C&S
11	10A, Current in each phase without neutral (RYB) with off, 4 pos 90 deg Ammeter Selector Switch	3 nos.	L&T/IMP/AE/Siemense
12	10A, Voltage between phases and individual phases to neutral with OFF, 7 pos Voltmeter Selector Switch	3 nos.	L&T/IMP/AE/Siemense
13	230 V AC, Completing Indicating lamp assembly with integrated LED	3 nos.	Kaycee/Havells/L&T/C&S/Vais hno
14	6A, 2P, 10kA, C Curve MCB	3 nos.	Siemens/L&T/ABB/Legrand
15	6A, 3P, 10kA, C Curve MCB	3 nos.	Siemens/L&T/ABB/Legrand
16	20A, Fuse holders (for fuses Type 3NW NS) & Isolating link	3 nos.	
B	Bus Coupler		
1	Feeder :B/C-800A 4P, Electrical, Drawout, ACB for Bus Coupler with Microprocessor Based Relay	1 set	Siemens/L&T/ABB/Schneider/ C&S
2	Castell Lock	1 nos.	
3	Under Voltage Release Instantaneous for, 380- 415V AC	1 nos.	
4	Blocking device, for preventing opening of cubicle door in service position: for Withdrawable Brekaer	1 nos.	
5	Castell lock, mounting kit	1 nos.	
6	Auxiliary Switch Block for, 2 Change over	1 nos.	
7	10A, 110V AC, Aux. Contactor with AC Coil, Aux.	2 nos.	

	Contact 4NO+4NC, (Size S00)		
8	TNC Switch with changeover scheme	1 nos.	Kaycee/Havells/L&T/C&S
9	Indicating lamp assembly with integrated LED	6 nos.	Kaycee/Havells/L&T/C&S/Vais hno
10	6A, 2P, 10kA, C Curve MCB	1 nos.	Siemens/L&T/ABB/Legrand
C	Out Going Feeder		
1	Feeder :250A POWER FEEDER 250A, 4P, 55kA, 415V AC, MCCB with , Microprocessor Trip Unit	1 nos.	L&T/Siemns/ABB/Schneider/C &S
2	Auxiliary Switch (1 C/O)	1 nos.	
3	Spreader links - Broadened (with phase barriers), (for 4P, 3VA20/ 21/ 22 100A/ 160A/ 250A)	2 nos.	
4	Door Mounted Rotary Operator	1 nos.	
5	Indicating lamp assembly with integrated LED	3 nos.	Kaycee/Havells/L&T/C&S/Vais hno
6	6A, 2P, 10kA, C Curve MCB	1 nos.	Siemens/L&T/ABB/Legrand
7	630A, 4P, 55kA, 415V AC, MCCB with Microprocessor Trip Unit,	2 nos.	L&T/Siemns/ABB/Schneider/C &S
8	Auxiliary Switch (1 C/O)	2 nos.	
9	4pcs Spreaders & 3pcs Phase Barriers for 400A & 630A 3VA2 MCCB	2 nos.	
10	Door Mounted Rotary Operator	2 nos.	
11	Auxiliary Switch (1 C/O)	2 nos.	
12	Feeder :400A POWER FEEDER 400A, 4P, 36kA, 415V AC, MCCB with , Microprocessor Trip Unit	1 nos.	

13	Indication Lamp	6 nos.	Kaycee/Havells/L&T/C&S/Vais hno
14	MCB for control Protection	1 nos.	Siemens/L&T/ABB
15	Extended Door Mounted Rotary Operator	1 nos.	Siemens/L&T/ABB
16	4pcs Spreaders & 3pcs Phase Barriers for 400A & 630A 3VA2 MCCB	1 nos.	
17	Indicating lamp assembly with integrated LED	3 nos.	
18	6A, 2P, 10kA, C Curve MCB	1 nos.	
19	Snap action arrangement Open actuator Type, 1NO+1NC,	1 nos.	
20	2A, 2P, 10kA, C Curve MCB	1 nos.	
D.1	18watt,240V AC, CFL lamp	1 nos.	
2	20A, 250V, Type: PS, Plug, Pins 3	1 nos.	
3	20A, 250V, Type: PS, Flush Mounting Socket, Pins 3	1 nos.	
E	Miscellaneous	LS	
1	100W, Space heater	1 nos.	AKO
2	6A, 2P, 10kA, C Curve MCB	1 nos.	Siemens/L&T/ABB
3	240V AC, Thermostat	1 nos.	APT
4	Wire	LS	Polycab/Finolex/Havells/RR Kable
F	Al Busbar 1000A	1 set	
G	LT Panels	----- --	Fabricator processing CPRI Test Certificate for their panel L&T/Schneider/ABB/Siemense/C&S
H	Illumination		

i	Normal power LED Tube Light Fittings 2X20Watt Industrial Type	20nos.	Havells/Crompton Greaves/Wipro/HPL
ii	Emergency Light, 20W AC/DC	04 nos.	Havells/Crompton Greaves/Wipro/HPL
ii	MLDB for distribution Incomer TPN 32Amp, Outgoing SP 12 Way	1Set	Standard/ Reputed make
iii	Switchboard 8 Moduler consisting 7 switch, 1Socket , 5 Amp	4 Set	Havells/Anchor
iv	Receptical 16 Amp, with Switch 16Amp	4 Set	Havells/Anchor
v	Wires 1.5 sqmm/2.5 sqmm as applicable	Lumps um	Polycab/Finolex/Havells
vi	PVC Conduit, Junction Box	Lumps um	Reputed make
I	Fire Detection and Protection		
i	1.1kV grade antiskid checkered type rubber mat	9 Sq. M	Reputed make
ii	Fire Buckets of 13 Ltr capacity duly filled with sand and GI pipe support stand for this buckets including painting etc	1 set (04 nos.)	Reputed make
ii	shock treatment chart in English, Hindi and Bengali mounted on 5mm thick plywood and 3 mm thick plain glass front.	2	Reputed make
iii	4.5 Kg CO2 Type Fire Extinguisher ISI marked/approved	8	Reputed make
iv	DCP type Fire Extinguisher	4	Reputed make
v	Multicriteria Smoke and Heat Detectors	8	Reputed make
	Manual Call Point	2	Ravel
vi	First Aid Medical Box and an 'Artificial Respirator'	2	Reputed make
VII	Loop cable (2Cx1.5Sq.mm copper armoured cable)	500 Mtr	Polycab/Finolex/Havells

Viii	Fault Isolator	1	Ravel
	Loop Sounder	2	Ravel
	Multicriteria Smoke and Heat Detectors	8	Ravel
M	Earthing		
i	Earth Pit details as mentioned in the scope of work	2 Nos.	

2. SCOPE OF WORK

Electrical Scope of Work

1. The Contractor's scope shall include design, engineering, manufacture, inspection & shop testing at supplier's works, packing, forwarding to site including customs clearance/ port clearance (if required), receipt and unloading, transportation, handling, erection including, testing and commissioning of the 415 V LT switchgear indicated in this chapter.. The Electrical scope shall be as described briefly in the following clauses but not limited to it.

The scope includes design, manufacturing, assembly, delivery, installation, testing and commissioning of 415 V, 1000 A panel with 3 nos. incomer and 1 no. Bus coupler Air Circuit Breakers each of rating 415 V, 800 A. For details please follow the typical SLD P&P-DWG-E01 rev-0.

The equipment furnished under this specification shall comply to the codes & Standards under respective equipment heads. The design and workmanship shall be in accordance to the best engineering practices to ensure satisfactory performance throughout the service life of the equipment.

Broad Scope of Supply (Electrical System):

- 1) 415V LT panel along with all Air Circuit Breakers& outgoing feeders.
- 2) Re-routing of LT power cables (max.3.5 core 185 sq.mm) of length 125 mtr. max.
- 3) Lightning protection and Earthing System
- 4) Lighting Distribution Board with illumination of 4 nos. Switch-gear room of total dimension (24 mtr. X 5 mtr.)

Codes & Standards:

The design, manufacture, performance, testing and installation (including safety, earthing and other essential provisions) of equipment and accessories covered under this specification shall, in general, comply with the latest issue of the following:

- 1) Applicable Standards and Codes of Practices published by Bureau of Indian Standards.
- 2) Central Board of Irrigation and Power
- 3) Indian Electricity Act, 2003
- 4) Central Electricity Authority
- 5) Indian Electricity Rules
- 6) Equipment specific statutory regulations

7) Indian Factory Act

2.Details of the Breakers:-

- i. Incomer Breaker with microprocessor based relay: 800 Amps ACB, Qty : 2 Nos.
- ii. DG Incomer Breaker with microprocessor based relay: 800 Amps ACB,Qty : 1 Nos.
- iii. Bus Coupler Breaker with microprocessor based relay: 800 Amps ACB, Qty: 1 Nos.
- iv. Outgoing Feeder:
 - a) 4P,630Amp,50kA MCCB, Qty-2 nos.
 - b) 4P,250Amp,36kA MCCB, Qty-1 nos.
 - c) 4P, 400Amp,36kA MCCB, Qty-1 nos.

- All cable entry from the bottom.
- Incomer & Bus-coupler Breaker must have voltmeter
- All incomer breaker panels must have metering CT in three phase, ammeter with phase selection switch.
- Incomers and Bus-coupler Breaker must have mutual interlocking scheme available.
- The main bus bar of the panel must have space heater available.
- The panel must have double earthing facility.

3. ACB Specification:

General Specifications:

(A) Basic Breaker

- i. All ACBs shall be horizontal draw-out type with trip free mechanism.
- ii. All ACBs shall conform to IEC 60947-2
- iii. Plastic components used in all ACBs shall conform to Glow wire test as per IEC 60695-2-1
- iv. All ACBs shall have 'CE' marking & suitable for Isolation
- v. All ACBs shall have rated impulse withstand voltage of 12kV for main circuit & 4kV for auxiliary circuit.
- vi. All ACBs shall have Rated insulation voltage of 1000V.
- vii. All ACBs shall conform to Pollution degree -3.
- viii. All ACBs shall have $I_{cu}=I_{cs}=I_{cw}$ for 1 Second with Combined Test Sequence Certification from Independent Testing Approved Authorities CPRI/ERDA/ASTA/KEMA, etc.
- ix. All ACBs shall have inbuilt Mechanical & Electrical anti-pumping to prevent auto reclosing on fault.

- x. All ACBs shall have Electrical Life = Mechanical Life (with Maintenance).
 - o Minimum no. of operational life shall be 20,000 Operations.
- xi. All ACBs shall have opening time not greater than 40msec to reduce stresses on system while clearing fault.
- xii. Standard ACBs shall have fully rated Neutral (100% w.r.t. Phase) and shall also be able to offer ACB with 3P+2N (200% N w.r.t. Phase) configuration as per system requirement.

(B) Maintenance & safety

- i. It shall be possible to rack out a draw-out ACB to maintenance position for regular inspection
- ii. ACB shall be provided with in-built safety shutter & rating error preventer.
- iii. For safety of users, interlock shall be provided between breaker operating mechanism & the arc chutes to prevent closing of ACB in case the arc chutes are not properly secured.
- iv. It shall be possible to remove the arc chute without using any tool for quick preventive maintenance / inspection.
- v. Sliding shutter shall be provided for ON/OFF push button to avoid accidental / unwanted operation of ACB.
- vi. Racking handle in case of draw-out ACB shall be accessible from front without opening the panel door.
- vii. It shall not be possible to open the racking shutter unless ACB is in OFF condition.
- viii. It shall not be possible to insert the racking handle unless the ACB is in OFF condition.

(C) Accessories:

- i. All Ratings of voltage based accessories like UV, Shunt, Closing, ECD should be visible from Front Facia without opening the panel door.
- ii. All ACBs shall have operation counter indicating the number of operating cycles the circuit breaker has seen and shall be visible on the front-facia.
- iii. All ACBs shall have Door-Interlock which would prevent opening of Panel Door if ACB is in Test or Service Position
- iv. All ACBs shall be provided with minimum 4NO+4NC auxiliary change over contacts.
- v. It shall to possible to interlock breaker at different positions in the cradle.
(Service/Test/Isolated).
- vi. Provision shall be available to interlock between ACBs using key lock scheme.

4. **Equipment shall be suitable for use in tropical humid climate prevailing at the site:**

Sl. No.	Particulars	Data
1	Maximum ambient temp.	50 Deg C
2	Humidity	100% not occurring simultaneously with maximum temperature.
3	Height	Less than 1000 M.
4	Environment	Dusty & Corrosive

5. **Electrical Design Parameters**

Following power utilization standard voltage levels shall be adopted for various systems:

Sl. No.	Particulars	System Parameters	Permissible Variations
1	Power Distribution voltage	415 V, 3 Phase, 4 Wire, solidly earthed.	Voltage: $\pm 10\%$ Frequency: $\pm 5\%$ Combined: $\pm 10\%$
2	Control and indication for MCC feeders (other than ACBs)	240 V, 1 phase, line & neutral	Voltage: $\pm 10\%$ Frequency: $\pm 5\%$ Combined: $\pm 10\%$
3	Illumination	240 V, 1 phase, line & neutral	Voltage: $\pm 10\%$ Frequency: $\pm 5\%$ Combined: $\pm 10\%$
4	Emergency illumination for swgr. room	Emergency AC/DC lighting fixture.	Voltage: $\pm 10\%$
5	Panel lighting and space heaters	240 V, 1 phase, 2 wire, 50 Hz, A.C. with one point earthed	Voltage: $\pm 10\%$ Frequency: $\pm 5\%$
6	Welding socket / power receptacles	415 V, 3 phase, 50 Hz, A.C. outlets 240 V, 1 phase, 2 wire, 50 Hz, A.C. with one point earthed	Combined: $\pm 10\%$

6. LT Panel:

All frames and load bearing members shall be fabricated using mild steel structural sections or pressed and shaped cold rolled sheet steel of thickness not less than 2mm. Frame shall be enclosed in cold rolled sheet steel of thickness not less than 2mm (CR). Doors and covers shall also be of cold rolled sheet steel of thickness not less than 1.6 mm. Stiffeners shall be provided wherever necessary.

Removable gland plates of thickness 3mm (hot/cold rolled sheet steel) or 4 mm (non-magnetic material) shall be provided for all panels. The design shall be such that the specified degree of protection (IP-54) is achieved even after a breaker control module has been taken out of the panel.

Working height shall be limited between 450mm and 1800mm from floor level.

Each breaker/control module shall be housed in a separate cubicle, complete with an individual front access door having sufficient opening with concealed type hinges. Each vertical section shall have a removable back cover. All doors and covers shall be gasketed.

Four (4) Nos. lifting lugs shall be for each section, two (2) nos. on either end of the section.

Panel shall be supplied with base frames made out of structural steel sections along with all necessary mounting hardware required for bolting/welding the base frames to the foundation. FBs Boards shall be supplied along with necessary hardware for mounting against wall.

The minimum clearance in air between phases and between phases and earth for the entire run of horizontal and vertical busbars shall be 25mm. For all other components, the clearance between two live parts, a live part and an earthed part, and isolating distance shall be at least 10mm throughout. Wherever it is not possible to maintain these clearances, insulation shall be provided by barriers. However, for horizontal and vertical busbars, the clearances mentioned above should be maintained even when these are sleeved or insulated. All connections from busbars shall be fully shrouded to minimize the risk of phase to phase and phase to earth shorts.

7. BUS-BARS:

LT switch-gear provided with three phase busbars and neutral bus bar having capacity of min. 1000A for each phase & Neutral.. All busbar compartments shall be completely enclosed. Horizontal and vertical busbars and bus connections shall be of high conductivity copper/aluminum/aluminum alloy.

The maximum temperature of busbars and bus connections shall be limited to 55°C with silver plated joints and 40°C with all other types of joints over an ambient of 50°C. No diversity factor shall be allowed for temperature rise.

All bus connections shall be provided with anti-oxide grease. Adequate contact pressure shall be ensured by means of two-bolt connection with plain and spring washers and locknuts.

Bimetallic connectors shall be provided for connections between dissimilar metals.

All busbars and bus connections shall be fully insulated for working voltage. Insulating heat shrinkable sleeves shall be provided for all busbars.

All joints and tap-off points shall be shrouded.

Bus insulators shall be non-hygroscopic, flame retardant, track resistant, high strength, sheet molded compound or equivalent polyester fiberglass molded type. Separate supports shall be provided for each phase and neutral busbar.

Cross-section of the busbars shall be uniform throughout the length of the assembly. All busbars and bus connections shall be supported and braced to withstand the stresses due to maximum short circuit current and also to take care of any thermal expansion.

Busbars shall be colour coded for easy identification and so located that the sequence R-Y-B shall be from left-to-right, top-to-bottom, or front to rear when viewed from the front of the assembly.

Bolted disconnecting links shall be provided for all incoming and outgoing feeders for isolation of neutral, if necessary.

8. ILLUMINATION SYSTEM:

The scope of work comprises of supply, installation, commissioning of various lighting fixtures complete with lamps, supports and accessories, ceiling fans complete with regulators & accessories, lighting panels/structures/canopy complete with distribution boxes PVC conduit, lighting wires, G.I. Earth wire, receptacles, switchboards, switches, junction boxes etc.

a) Illumination fittings

All light fittings shall be energy efficient type LED type.

The light fixtures in Electrical Rooms shall have LED tube lights. The total system power for an individual lighting fixture shall not exceed 40 W including driver losses. The fixtures shall be eco-friendly, good color rendering and having minimum 50,000 burning hrs. life span.

For emergency light, one lamp of AC/DC type to be provided in each room.

b) Wiring

Wiring shall be carried out as per Industrial standards i.e. Industrial Wiring with 1.5/2.5 Sq.mm PVC FR insulated copper conductor cable housed in recessed/surface PVC conduit conforming standard IS - 9537. Principles of good lightings and practices should be followed as per IS-3646 Pt I & II with provision of clamps saddles etc accessories and black painting as required complete erected with

flushed wall ceiling and shock proof accessories of Anchor or approved brand mounted in 16G steel board with approved 3 mm thick white PVC/ Hylum / backlite fire proof sheet cover, Illumination wiring/cablings shall be carried out as per IE rules.

9. Earthing & Lightning Protection System:

a) EARTHING SYSTEM

Complete Earthing network shall be installed by the tenderer.

All electrical equipment shall be earthed as per provisions of Indian Electricity Rules / IS code of

practice, namely, IS-3043 and others. Connection from the earth flat to the panels shall be through stranded GI wires. Size of GI flat shall be 25mm x 3 mm.

EARTHING WITH 50MM DIA GI PIPE ,TATA-Medium GI pipe 3.64 mm thick x 3.04 Mts. long and 1x4 SWG GI (Hot Dip) wire (4 Mts. long), 13 mm dia x 80 mm long GI bolts, double nuts, double washers GI pipe 3.64 mm thick x 3.04 Mts. long incl. S & F 15 mm dia GI pipe protection 1 Mt. long) to be filled with bitumen partly under the ground level and partly above ground level driven to an average depth of 3.65 Mts. below the ground level with treatment of soil by using salt and charcoal or coke and providing masonry enclosure on the top of the earth electrode of overall size 86.36 cm x 86.36 cm x 46 cm deep (below ground level) complete with cemented brick work (1:6) of 25 cm width duly plastered with cement mortar (inside) CI hinged inspection cover of size 36.56 cm x 36.56 cm with locking arrangement, GI reducer including drilling of 46 nos. 12 mm dia holes on the GI pipe.

10. Fire Detection and Protection System:

- i. Supply and installation of Fire Buckets of 13 Ltr capacity duly filled with sand and GI pipe support stand for this buckets including painting etc.
- ii. Fixing shock treatment chart in English, Hindi and Bengali mounted on 5mm thick plywood and 3 mm thick plain glass front.
- iii. 4.5 Kg CO2 type Fire Extinguisher as approved by ISI complete as required.
- iv. DCP type 6kg Fire Extinguisher as required.
- v. Supply and Fixing in position First Aid Medical Box and an 'Artificial Respirator' complete as per technical specifications as required under statutory norms.
- vi. Multicriteria Smoke and Heat Detectors, minimum 2 numbers per room (Total 8 nos for 4 rooms) in cross zoning manner connected to existing Fire Alarm Panel in Training Institute. Manual Call Point to be added in this loop (To be placed in all Entry/Exit of the switchgear). Necessary loop cable, Fault Isolator and other accessories e.g. Loop Sounder for this loop addition is in the scope of the bidder. Programming of all detection devices in this loop in the Fap(existing) is in the scope of the Bidder.

11. General:

All the electrical equipment shall be installed with proper care and as per layout drawings, manufacturer's instruction/ drawings.

All panel openings are to be sealed by providing suitable gland plates or any other method to be approved by the Purchaser, if not already provided with the equipment by the equipment supplier.

Supply and Laying of 1.1kV grade antiskid checkered type rubber mat in switchgear.

Testing and Commissioning of the substation and liasioning with the DOE for obtaining clearance from Statutory Body for charging clearance.

NOTE : Single Line Diagram has been uploaded along with tender document for reference.

3. COMPLETION TIME

Supply within 3 months from the date of placement of LoA and completion of commissioning within 45 days from the date of handing over the site.

4. PAYMENT TERMS

SI No	Item Description	Payment amount	Condition
1	Supply, Erection, Commissioning of LT Switchgear -1 set	75%	After completion of for supply, installation and commissioning charges shall be made on receipt of material, successful installation on production of all required documents by the party
		25%	
2	Supply and Installation of Illumination System	100%	After commissioning, trial run, final acceptance by the controlling officer for the total job completion
3	Supply and Installation Earthling System	100%	
4	Supply, Erection, Commissioning of Fire Detection and Protection System	100%	

5. CONTRACT PERFORMANCE SECURITY

The successful Tenderer will have to deposit Security money (SD), in the form of RTGS/NEFT/Bank Guarantee for satisfactory execution of the order, and for guaranteed performance of the executed services. Performance BG /SD shall provide for payment there from of any claims and/or damages due to the Owner for failure of the Contractor to meet his obligations under the contract.

The amount shall be equivalent to 10% of the ordered value and it shall be deposited within 30 (thirty) days from the date of issuance of Work Order.

Online EMD of successful bidder may be converted into initial SD provided the balance amount is remitted in the same form.

In case the guarantee is given in the form of Bank Guarantee (BG), then it should be issued from any Scheduled Bank. The validity period of the BG shall be till completion of guarantee period

with an additional claim period of 3 months . EMD shall be released after submission of PBG.

The performance security would be released only after the expiry of one month from the date of expiry of guarantee period .

**6. LIQUIDATED
DAMAGE
CLAUSE**

In the event of any delay in the supplies of ordered materials/execution of works beyond the stipulated delivery/completion schedule including any extension permitted in writing, the Corporation reserves the right to recover from the contractor a sum equivalent to 0.5% of the value of delayed supply/work for each week of delay and part thereof subject to a maximum of 10% of the total value of order.'

**7. DELIVERY
POINT**

Training Institute (Newtown) , the WBPDC

**8. WARRANTY
/GUARANTEE**

All equipment and materials shall be new and in accordance with the contract documents , all equipment shall be free from any defect due to faulty design , materials and /or workmanship . All works shall be in accordance with the contract documents and free from any defect and omission .

The equipment shall perform satisfactory and shall provide warranty for a period of 18 months from the date of supply or 12 months from the date of commissioning whichever is earlier .

A guarantee certificate in line with the above should be furnished with the acceptance letter against LOA and invoice .

**9. TRANSPORTATION
/LOADING &
UNLOADING**

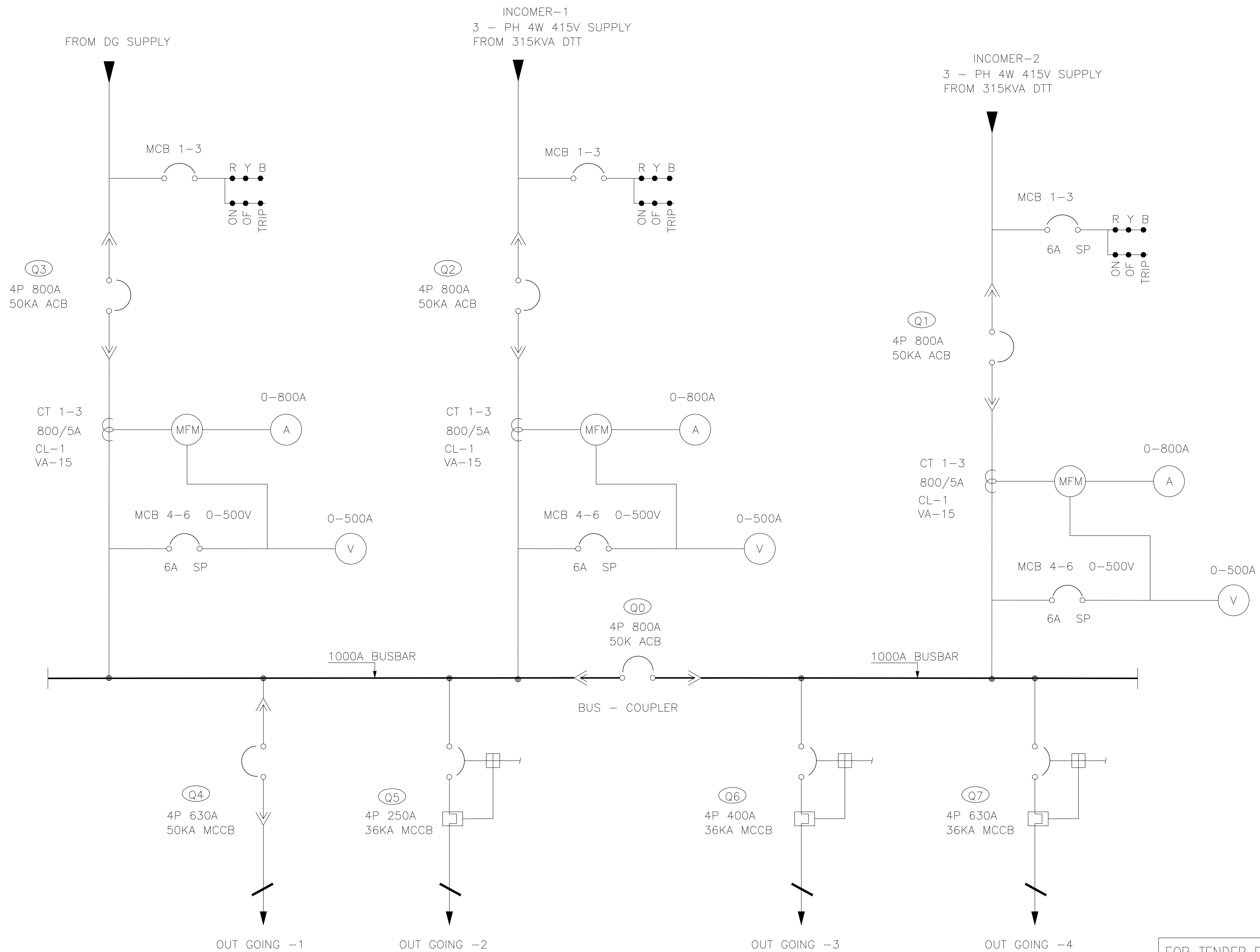
Transportation , Loading at contractor's site and Unloading at Training Institute Newtown site will be the responsibility of the successful bidder.

**10. PAYING
AUTHORITY**

The General Manager (F&A) ,Corporate , the WBPDC

**11. CONTROLLING
OFFICER**

The General Manager (Civil- Project) , Corporate ,the WBPDC or his authorized representative



FOR TENDER PURPOSE ONLY

SK	SD	GS	0	29.03.23
APPVD.	CHKD.	DWN	REV.	DATE

SINGLE LINE DIAGRAM
FOR TRAINING INSTITUTE & FIELD
HOSTEL BUILDING AT NEWTOWN



WEST BENGAL POWER DEVELOPMENT CORP. LTD.

JOB NO.

SCALE : NONE

DWG. NO. P&P-DWG-E-01

REV.

0

ANNEXURE I : BIDDER INFORMATION SHEET

(To be filled only in bidder's letter head, signed and attached)

1.0	Proposal No. and Date			
2.0	Validity of offer from date of opening of financial bid			
3.0	Name and Communication Details			
3.1	Full legal name of Prime Bidder			
3.2	Registered Office details			
a)	Address			
b)	Contact Telephone Nos.			
c)	Email ID			
d)	Fax. Nos.			
e)	Person to be contacted			
3.3	Kolkata office details			
a)	Address			
b)	Contact Telephone Nos.			
c)	Email ID			
d)	Fax. Nos			
e)	Person to be contacted			
4.0	Nature/status of candidate firm (whether sole Proprietary/ Partnership)/Private Limited/ Public Limited/Public sector)			
4.1	Type of organization and its legal entity			
a)	In case of individual: Give his full name, address, place and nature of business.			
b)	In case of partnership firm: Give the names of all the partners and their addresses.			
c)	In case of companies: Give date and place of registration including date of commencement certificate in case of public companies.			
5.0	Names of Responsible persons and their designation: (for handling all aspects of this tender/order)			
	Person	Designation	Based at	Telephone No./E-mail/Fax
a)				

b)				
c)				
7.0	Power of Attorney/Letter of Authority (An attested copy to be enclosed in case the tender/ offer is signed by an Individual other than the sole proprietor)	Enclosed/Not enclosed		
8.0	Authorisation & Alteration to Tender has been signed by person duly authorised/ empowered to do so	Yes/No		
9.0	In case of placement of the order(if placed) , the address with GSTIN no. of the office to be addressed :			
10.0	Details of credentials attached	Yes/No		
11.0	Financial Details of the Bidder			
11.1	Name & address of Bankers			
11.2	GST Registration details			
11.3	PAN/TAN No.			
11.4	Date of incorporation			
12.0	Valid PF establishment code			
13.0	ESI code (if applicable)			

Signature :

SEAL OF COMPANY

Name :Designation :

* Scanned self-attested copies of certificates/documents, as applicable to be submitted.

Authorized Signature, Name & Designation

ANNEXURE – II: DECLARATION BY BIDDER

A. I, _____ on behalf of _____ (name of the company / partnership firm) _____ do hereby declare that I have gone through all the provisions of NIT No. _____ dated _____ (including subsequent Addenda/ Corrigenda and other documents) and clearly understood the implications of all those provisions and submitting my / our bid adhering all the provisions of said NIT (including subsequent Addenda/ Corrigenda and other documents).

B. I, _____ on behalf of M/s. _____ (name and address of the bidder) hereby declare that M/s. _____ (name of the bidder) is not blacklisted/ debarred by any Government department/ Public Sector Undertakings/ Other Government Agencies for which we have executed/undertaken the works/ services during the last _____ year(s).

C. I, _____ on behalf of M/s. _____ (name and address of the bidder) do hereby declare that no additions/ deletions/ corrections have been made in the downloaded/ supplied tender document and the tender document submitted by M/s. _____ (name of the bidder) is identical to the one appearing in the procuring entity's portal/supplied by the procuring entity.

D. I, _____ on behalf of M/s. _____ (name and address of the bidder) do hereby declare that _____ (Name of the agency) have satisfactory past record of compliance of all statutory applicable Labour / Financial Laws in their favour and have no adverse record or defaulter of statutory liabilities.

E. I, _____ on behalf of M/s. _____ (name and address of the bidder) do hereby confirm that my / our bid complies with the total techno commercial requirement of tender document without any deviation. We hereby withdraw all deviation mentioned in technical proposal ,if any. The bid is a "Zero Deviation bid".

I, hereby, further declare that all the above information declared hereinabove, are true to the best of my knowledge and in the event any of the above information at a later stage, is found to be false, by the Procuring Entity, the Procuring Entity shall be at liberty to take any action as deemed fit at my/ our sole risk and cost.

Signature of Bidder / Authorised representative

Seal of the Company

- **Must be executed on non-judiciary stamp paper of Rs. 10 and Legal declaration affirmed before a First Class Magistrate / Notary – to be filled & duly signed and sealed by authorized signatory of the bidder and upload it.**

ANNEXURE – III : PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.: _____

Ref No. : _____ Date: _____

To

The West Bengal Power Development Corporation Limited

Bidyut Unnayan Bhawan,

Plot No. - 3/C, Block - LA,

Sector – III, Salt Lake City,

Kolkata – 700 106.

Dear Sir,

In consideration of The West Bengal Power Development Corporation Limited (hereinafter 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 its Registered/Head Office at _____ (hereinafter referred to as the Agency/firm' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Award No. _____ dated _____ and the same having been unequivocally accepted by the Agency/firm resulting in a "Contract" bearing No. _____ dated _____ valued at _____ for (Scope of Contract) and the Agency/firm having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire contract equivalent to * _____ % (percent) of the said value of the Contract to the Owner. We, _____ (Name and address) having its Head Office at _____ (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all money payable by the Contract to the extent of _____ 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 Agency/firm. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Agency/firm 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 this guarantee from time to time to extend the time for performance of the Contract by the Agency/firm. 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 Agency/firm and to exercise the same at any time and any

manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Owner and the Agency/firm or any other course of remedy or security available to the Owner. The Bank shall not be released 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 or any other acts of omission or commission on the part of the Owner or any other indulgence 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 Agency/firm and notwithstanding any security or other guarantee that the Owner may have in relation to the Agency/firm's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to _____ and shall remain in force up to and including _____ and shall be extended from time to time for such period (not exceeding one year) , as may be desired by M/s. _____ on whose behalf this guarantee has been given.

We are liable to pay the guaranteed amount or any party thereof under this bank guarantee only and only if you serve upon us a written claim or demand as stated above on or before(claim period) .

Dated this _____ day of _____ 200__ at _____

WITNESS

(Signature)

(Name)

(Official Address)

Attorney as per Power of Attorney No. _____

Date _____

(Signature)

(Name)

(Designation with Bank Stamp)

Note:

* This sum shall be ten percent (10%) of the total contract price mentioned in LoA.

* The claim period date will be 90 days after the end of the Contract period as specified in the Contract.

QR COMPLIANCE SHEET

Name of the Bidder:				
Sl.no.	QR Clause details	Complied	Documents attached	put \checkmark
1	The bidder should be a company incorporated under the relevant law and rules of India	Yes/ No	Bidder information sheet	
			Partnership Deed	
			Co-operative society Bylaw	
			MOA	
			Trade License	
			Company Registration Certificate	
			Valid PAN Card	
			IT Return of AY2021-22 AY2022-23, AY 2023-24,	
			Valid GST Registration Certificate	
			Latest PF return-cum-challan	
			ESIC challan	
			Declaration on Workmen compensation	
			Professional tax registration certificate	
			Professional tax return cum challan	
Any other documents related to Company details	Specify			
2	The bidder blacklisted by any government department/ PSU/ Government agency shall not be allowed to participate in the tender process if effect of such debarment subsists at the time of submission of the bid.	Yes/ No	Declaration duly notarised	

Name of the Bidder:					
Sl.no.	QR Clause details		Complied	Documents attached	put ✓
3	The agency must have satisfactory past record of compliance of all statutory applicable Labour / Financial Laws in their favour and have no adverse record or defaulter of statutory liabilities.		Yes/ No	Declaration duly notarised	
4	Work experience as per QR		Yes/ No	Proforma 1 attached.	
5	Average Annual Financial Turn Over during the last 3 years, ending 31st March of the previous financial year (FY 2022-23) , should be at least Rs.. 6 Lac.		Yes/ No	Audited Accounts along with Audit report for last three consecutive financial years (for, FY 2020-21, FY 2021-22, FY 2022-23)	
6	The Net worth should be positive for each of the last 3 preceding financial years(last FY 2021-22).		Yes/ No		
Sl.No.	Financial Year	Audited Accounts along with Audit report submitted	Net Worth (Rs.)	Annual Turn Over (Rs.)	Remarks, if any
i)	FY 2020-21	Yes/No			
ii)	FY 2021-22	Yes/No			
iii)	FY 2022-23	Yes /NO			

The above information furnished by us is true and to the best of my knowledge and belief.

Name of the Bidder with Seal , Signature of the Bidder with date
(To be filled only in bidder's letter head, signed and attached)

PROFORMA 1**LIST OF SIMILAR WORKS EXECUTED**

Sl.no.	Name of the Organization	Work order /LoA/ Contract agreement no.	Value of the Work in Rs. (actual and ordered)	Value of the Work in Quantity (Cum) (actual and ordered)	Scheduled & Actual date of completion	Total Duration of Contract (actual)	Name of the controlling officer with contact details	Work order /LoA /Contract Agreement enclosed	User's performance/completion certificate enclosed
i)								Yes/No	Yes/No
ii)								Yes/No	Yes/No
iii)								Yes/No	Yes/No

The above information furnished by us is true and to the best of my knowledge and belief.

Name of the Bidder with Seal , Signature of the Bidder with date

(To be filled only in bidder's letter head, signed and attached)

Proforma 2 (To be filled only in bidder's letter head, signed and attached)

Certificate confirming the availability of Staff / Manpower

This is to certify that I/We shall deploy the essential staff/manpower as specified in the tender, if I/We am/are awarded the work of “.....” as per the details indicated below. I/We also agree that the Staff/manpower indicated below is the minimum essential for the project execution and in addition to these, other staff/manpower necessary to complete the work successfully and in time, shall also be deployed by me/us.

Sl. NO.	Name	Position and Professional Qualification	Experience (General/in year	Experience in proposed position.

Name of the Bidder with Seal , Signature of the Bidder with date

(To be filled only in bidder's letter head, signed and attached)

Certificate confirming the availability of Machinery & Equipment

This is to certify that I/We shall deploy the essential machinery and equipments as specified in the tender, if I/We am/are awarded the work of “.....” as per the details indicated below. I/We also agree that the equipments indicated below is the minimum essential for the project execution and in addition to these, other machinery and equipment necessary to complete the work successfully and in time, shall also be deployed by me/us.

Sl. NO.	Equipment	Make and Age (Years)	Condition	Owned / Leased / To be purchased

Name of the Bidder with Seal , Signature of the Bidder with date