

Appendix-7
ON STAMP PAPER OF RS. 100/-

TRIPARTITE AGREEMENT

For

Design, Supply, Installation, Testing & Commissioning of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises, aggregating to..... kWp, including five years comprehensive maintenance in the State of West Bengal

BY AND AMONGST

Empaneled Agency (Contractor Company)
(as the “**Contractor**” or 1st Party)

And

West Bengal State Electricity Company Limited (Discom)
(as “**Utility**” or 2nd Party)

And

Beneficiary/ Customer of Solar Project (Individual or Group Housing Society Customer of Discom)
(as “**Rooftop Solar Plant Owner**” or 3rd Party)

TRIPARTITE AGREEMENT

This Irrevocable Tripartite Agreement (“**TPA**”) is made on this [•] day of [•] (“**Effective Date**”) at [•]

BY AND AMONGST

Empaneled Agency or Contractor company means company incorporated under the Companies Act, 1956/2013 and having its registered office..... selected as successful bidder by **Discom** for Design, Supply, Installation, Testing & Commissioning of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises of **Customer/Beneficiary**, including five years comprehensive maintenance hereinafter referred to as the " **Empaneled Agency Contractor**"

AND

Discom , **West Bengal State Electricity Company Limited (WBSEDCL)** , with its office at Vidyut Bhawan, Block DJ, Sector-II, Bidhannagar, Kolkata- 700 091, responsible as Nodal Agency

AND

Customer/Beneficiary is the legal owner of the premises having permanent electricity connection from (WBSEDCL) and willing to installed kWp GCRT solar PV system at (.....address of the customer who he/she intend to get installed the GCRT solar PV system,) hereinafter referred to as the "**Customer/Beneficiary**"

As the context may require, hereinafter be referred to individually as a "**Party**", and collectively as the "**Parties**".

Project(s) means for Design, Supply, Installation, Testing & Commissioning of Grid connected Rooftop Solar Photovoltaic Systems in Residential premises, aggregating to 50 MWp, including five years comprehensive maintenance in the State of West Bengal during the Year (2021-22).

The terms used in the agreement will be applicable as defined in the "Tripartite Agreement".

NOW THEREFORE, in consideration of, and subject to the mutual covenants, the Parties agree as follows:

Roles and Responsibilities of the DISCOM

The DISCOM will undertake all roles and responsibilities as defined in WBERC (Solar PV Grid Interactive System based on Metering), Regulations 2021, apart from the following:

- Notice Inviting Expression of Interest for Empanelment of agencies for supply, installation , testing & commissioning of RTS system in residential

premises.

- EoI , execution and evaluation
- Collection of EMD
- Ranking and short listing Agencies for Empanelment
- Allotment of Quota (Kwp)
- Collection of Security Deposit for the category wise successful bidders
- Issuance of Letter of Empanelment (LOE) to the successful bidder
- Ascertaining the technical feasibility of the Distribution transformer to take steps if any required to augment the capacity.
- Regular project reporting to MNRE
- Quality Control and Monitoring Vendor Project execution as per EoI
- Project inspection and commissioning, and settlement of accounts with MNRE
- Providing approval for interconnection of rooftop solar plant with the grid .
- Conducting project inspection
- Collection of Performance Bank Guarantee (PBG)
- Impose penalty toward non execution, irregular maintenance and non fulfilment of minimum CUF criteria mentioned in the EoI document.
- Undertaking due diligence for availing allocated MNRE (GOI) subsidy for West Bengal.
- Update MNRE SPIN Portal as per MNRE sanction
- Subsidy disbursement as per MNRE Guideline
- Monitoring operation, maintenance of Roof top system for Next (05) Five Years from the date of commissioning of the plant. Beyond 5 years beneficiary have to take all responsibility to maintain their plant for safe operation.
- Insuring safe operation, maintenance and rectification in grid beyond the point of meter connection.
- Billing, meter reading, collection and final settlement for total consumption/generation by the consumer and power producer as per Metering Regulation of WBERC.
- Settlement of unadjusted net credit units at the end of financial year as per the rate define by WBERC.

1. WHEREAS:

A. CONTRACTOR is a fully integrated solar solutions provider that offers comprehensive solar solutions to governments, corporate houses, villages, and other residential consumers.

B. DISCOM , West Bengal State Electricity Company Limited (WBSEDCL) , with its office at Vydiut Bhawan, Block DJ, Sector-II, Bidhannagar, Kolkata- 700 091, responsible as Nodal Agency

C. CUSTOMER/BENEFICIARY is a <Rooftopbeneficiary>

D. CONTRACTOR has been notified as successful bidder by (<**DISCOM**>) vide its Letter of Allocation dated_____for design, manufacture, supply, erection, testing and commissioning including warranty,operation and maintenance for aperiodof_____years of roof-top Solar PV System and has beenawarded_____kWcapacityin_____.

E. CONTRACTOR and CUSTOMER/BENEFICIARY and DISCOM enter into this Agreement for engineering, procurement & construction of a roof-top Solar PV PowerSystem.

NOW, this Agreement witnessed as follows:

1. PURPOSE & SCOPE OF THEAGREEMENT

1.1 The purpose of this Agreement includes design, manufacture, supply, erection, testing and commissioning including warranty, operation & maintenance for a period of 5 years of a_KW proof-top Solar PV Power System (hereinafter referred to as the **“Solar Power System”**) for the CUSTOMER/BENEFICIARY, (hereinafter cumulatively referred to as the **“Works”**), for which the CUSTOMER/BENEFICIARY has handed over the premises, which is with a clear title and is encumbrance free, to the CONTRACTOR, along with required approval from concerned authorities, and the CUSTOMER/BENEFICIARY’s entering into this Agreement is proof enough of its consent to start work thereon.

1.2 The technical specifications (hereinafter referred to as the **“Technical Specifications”**) that need to be adhered to by the CONTRACTOR in implementing the roof-top Solar PV Plant for the CUSTOMER/BENEFICIARY shall be in accordance with the ones issued by <DISCOM>vide RfS / EOI No._dated_and the performance parameters (hereinafter referred to as the

“Performance Parameters”) that shall govern the Scope of Duty of the CONTRACTOR regarding the Works for the CUSTOMER/BENEFICIARY are mentioned in detail in **EOI No: WBSDCL/SPGD/RTS Phase-2/2020-21/NIT-28 Dated: 25/08/2021** to this Agreement.

- 1.3 All the pedestals meant for mounting the modules must be casted on roof. The surface of the lintel should be thoroughly cleaned and an adhesive should be applied on the lintel surface before casting the pedestals in order to have strong bonding with the lintel. After casting of the pedestals, the water proofing material should be applied surrounding the pedestals in order to avoid any water seepage during rainfall. Contractor shall ensure that SPV modules, parts of MS structures, other hardware like nuts, bolts and grouting hardware etc., are not loosely scattered over the terrace of a building. These items must be securely stored in an enclosed room where they can not be affected by winds or such loose materials must be tied properly. Further, Successful bidder shall ensure that rooftop Solar PV system should be designed and installed in such a way that its performance should not be affected due to the problem of water logging at site etc.
- 1.4 The design, engineering, manufacture, supply, installation, testing and performance of the equipment shall be in accordance with latest appropriate IEC/Indian Standards as detailed in the relevant MNRE's scheme. Where appropriate Indian Standards and Codes are not available, other suitable standards and codes as approved by the MNRE shall be used.
- 1.5 Any supplies which have not been specifically mentioned in this Contract but which are necessary for the design, engineering, manufacture, supply & performance or completeness of the project shall be provided by the Bidder without any extra cost and within the time schedule for efficient and smooth operation and maintenance of the SPV plant.

- 1.6 Maintain Minimum CUF criteria. If CONTRACTOR fail to maintain Minimum CUF penalty will be imposed as per the term's and condition mentioned in **EOI No: WBSDCL/SPGD/RTS Phase-2/2020-21/NIT-28 Dated: 25/08/2021.**

2. EFFECTIVEDATE

The Agreement will enter into effect from the date of its execution (the "Effective Date") for all contractual obligations under this Agreement.

3. NON-DISCLOSURE&CONFIDENTIALITY

Any information (whether oral, written, visual or otherwise, hard or soft copy as may be provided by either Parties, provided the same is reduced in writing

immediately and marked and identified as confidential information) disclosed or made known by the Parties to each other, shall be considered **"Confidential Information"** unless otherwise specified. Both the Parties commit to a strict maintenance of confidentiality, of any information shared by either of the Parties. Any confidential information shared as a result of this Agreement shall remain in force until that particular Confidential Information falls into the public domain through no act or omission on part of the Parties or for a period of Five (5) years from the last disclosure, whichever is later.

4. COMPLETIONPERIOD

The completion period of the project shall from receipt of be sanction letter from <DISCOM>

5. PAYMENTTERMS

5.1 In consideration of the completion of Works, the CUSTOMER/BENEFICIARY shall pay to CONTRACTOR the Contract Price in Indian Rupee (INR). The **“Price”** shall mean the total of the Price for completion of Works including the price for operation and maintenance of the Solar Power System, as mentioned in detail in in **EOI No: WBSDCL/SPGD/RTS Phase-2/2020-21/NIT-28 Dated: 25/08/2021** to this Agreement.

5.2 For any extra work beyond CONTRACTOR's scope, the same is payable additionally by the CUSTOMER /BENEFICIARY

6. In case of any statutory variations in the rate of applicable taxes and duties or imposition of new taxes & duties, including, but not limited to anti- dumping duties, during the tenure of the Agreement, which will impact the Contract Price, the same shall be borne by the CUSTOMER/BENEFICIARYWARRANTIES

6.1 In case of CUSTOMER/BENEFICIARY being a company, it warrants to the CONTRACTOR as follows :

(A) it is a company duly incorporated under the laws of India, and it has all corporate powers and has applicable governmental approvals, if any, required to own the Site and to carry on its business as now conducted and is duly qualified to do business in the jurisdiction where it operates;

(B) It has the full legal right, capacity and authority to enter into this Agreement and this Agreement constitutes a legal, valid and binding obligation on it; and,

(C) It has the corporate power and authority to execute and deliver the terms and provisions of this Agreement and has taken all necessary corporate action to authorize the execution and delivery by it of this Agreement and the transactions contemplated hereby.

- 6.2 The CONTRACTOR hereby warrants to the CUSTOMER/BENEFICIARY that the Scope of Work as executed by the CONTRACTOR shall be of good workmanship for a period of 5 years from Acceptance. During the period of 5 years from the date of completion of work ("**Warranty Period**") the CONTRACTOR shall rectify any part of the Works done found defective due to faulty materials and workmanship, for reasons solely attributable to the CONTRACTOR.
- 6.3 The CONTRACTOR will obtain manufacturers' warranties on the PV modules, inverters, as well as other components of the Power System for which manufacturer's warranties are available, in the name of the CUSTOMER /BENEFICIARY. Up until Acceptance, the CONTRACTOR will exercise any rights under the manufacturers' warranties on behalf of the CUSTOMER/BENEFICIARY.

7. FORCE MAJEURE

- 7.1 Force majeure shall mean any cause, existing or future, which is beyond the reasonable control of any of the parties including acts of God, storm, fire, floods, explosion, epidemics, quarantine, earthquake, strike, riot, lock out, embargo, interference by civil or military authorities, acts, regulations or orders of any governmental authority in their sovereign capacity, acts of war (declared or undeclared) including any acts of terrorism.
- 7.2 None of the parties shall be liable for the failure to perform any obligation in terms of this Agreement if and to such extent such failure is caused by a Force Majeure, provided that none of such acts of Force Majeure will relieve the CUSTOMER/BENEFICIARY from meeting its payment obligations.
- 7.3 The party prevented to fulfill its obligations (hereinafter referred to as "**the Affected Party**") by Force Majeure shall notify the other party through written means including fax/email/ post within one week after occurrence and cessation of such Force Majeure and it shall

be established by the Affected Party that the Force Majeure had delayed performance of the Affected Party's obligations and services and was beyond the reasonable control of the Affected Party and not due to the default or negligence of the Affected Party.

- 7.4 The periods for performance of this Agreement as agreed upon shall be extended by the periods of delay caused by such Force Majeure, as long as the period of Force Majeure does not last longer than three months.
- 7.5 If a Force Majeure continues for more than three months and the parties are not able to reach an agreement on the continuation of the Agreement within a further term of one month, the fulfillment of the Agreement shall automatically be deemed impossible and shall stand suspended / terminated.
- 7.6 Upon such suspension/termination, the CONTRACTOR shall be entitled to be paid the following amount:
- a) the amounts payable for the work completed until the date of suspension,
 - b) the cost of materials which have been delivered to CUSTOMER/BENEFICIARY, or of which CONTRACTOR is liable to accept delivery: this material shall become the property of CUSTOMER/BENEFICIARY when paid for by it, and CONTRACTOR shall place the same at CUSTOMER/BENEFICIARY's disposal,
 - c) any other cost or liability, including unamortized cost of materials, which in the circumstances was reasonably incurred by CONTRACTOR in the expectation of completion of the Works,
 - d) demobilization costs of CONTRACTOR personnel and equipment,
 - e) all other costs incurred by CONTRACTOR on account of cancellation of order on such other suppliers.

8. INSURANCE

- 8.1 CONTRACTOR shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Agreement, the appropriate insurances set forth the sums equivalent to the contract price.
- 8.2 CONTRACTOR shall at its expense take out and maintain in effect or cause to be taken out and maintained in effect, during the construction period, the appropriate insurances for transportation of goods and materials

9. SITEACCESS

- 9.1 The CUSTOMER/BENEFICIARY shall ensure the accuracy of all information and/or data to be supplied by the CUSTOMER/BENEFICIARY and shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, for preparation and maintenance of proper access roads to, and provide the right of way for, the Site, and for providing possession of and access to all other areas reasonably required for the proper execution of the Agreement, including all requisite rights of way, on or before the Effective Date.
- 9.2 The CUSTOMER/BENEFICIARY is under an obligation to provide access to Site at all times to the CONTRACTOR and to DISCOM officials, for the entire life of the Power System.
- 9.3 The progress of Works will be monitored by <DISCOM>and the Power System will be inspected for quality at any time during commissioning or after the completion of the Power System either by officer(s) from <DISCOM> or a team comprising of officers from <DISCOM>.

10. CUSTOMER/BENEFICIARYOBLIGATIONS

- 10.1 The CUSTOMER/BENEFICIARY must not interrupt the Works, and/or

shall abstain from any act or omission of which it can reasonably be expected that it may delay the Works or make the Works more difficult and or expensive for CONTRACTOR. In addition to this, the CUSTOMER/BENEFICIARY alone shall be responsible, at his cost and expenses, for:

- a) Necessary statutory declaration forms, certificates, way bills, etc. on timely basis as may be required by the CONTRACTOR for movement of the goods to the Site and for claiming the tax or duty benefits on the imported, inter-state and local supplies and the services provided under this Agreement in line with policies in vogue.
- b) The CUSTOMER/BENEFICIARY & CONTRACTOR shall obtain in a timely and expeditious manner No Objection certificate from the DISCOM

11. SITEADDRESS

The Site address where Works need to be performed to construct the Power System is:_____

12. PROVISION OFDATA

The CONTRACTOR shall be under an obligation to provide all data pertaining to Works and Power System for 5 years to <DISCOM>, *INTER ALIA*, about PV array energy production, solar irradiance, wind speed, temperature, etc. The customer/beneficiary as such will allow the CONTRACTOR to install a data logging system for power system monitoring.

- 12.1 The parameters of Works, and/or Power System shall be measured by using solar monitoring system to maintain and to study the performance of Power System.
- 12.2 For access to real-time data, the CUSTOMER/BENEFICIARY agrees to provide <DISCOM>with the right to install any additional online monitoring equipment(s) on the Power System.

13. INDEMNITY

Both Parties shall fully Indemnify and hold harmless both parties and its affiliates, associates, directors and employees from and against, any and all losses, costs, damages, injuries, liabilities, claims and causes of action, including without limitation arising out of or resulting from claims by third Parties, acts, omissions or breach of any of the both parties affiliates, suppliers, employees, agents or contractors in the performance of both parties obligations under this Agreement or otherwise arising out of the Power System or its usage

14. Plant Performance and Solar Power Developer's Liability: Solar Power Plant must be installed, commissioned and maintained to produce satisfactory power. If performance of the solar plant goes below to the norms given in RfS, it will be treated as Developer's default.

To take care of any such default, 5% of the rooftop owner/ beneficiary's payment liabilities to the developer will be treated as Performance Security through a suitable mechanism as agreed between the contractor and roof top beneficiary. Such a mechanism can be Payment of 5% amount at the end of five years from date of commissioning, or Maintenance of Performance Bank Guarantee in form of Bank Guarantee, FDR etc.

The same must be confirmed to DISCOM at the time of claim of subsidy. The performance security is 1% per year and in case the plant performance as per the terms and condition of the RfS is not achieved then performance security for that year will be forfeited by consumer at the end of the fifth year. Before invoking the performance guarantee by customer on non-performance, customer shall take prior approval from the DISCOMs with intimation to the vendor

15. NOTICES

Any notice through facsimile/e-mail/post and other communication provided for in this Agreement shall be in writing and sent to the address mentioned on the first page of the agreement

16. DISPUTERESOLUTION

If any dispute of any kind whatsoever arises between Customer and Contractor in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consent..

If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party in writing of its intention to refer to arbitration as hereafter provided regarding matter under dispute. No arbitration proceedings will commence unless such notice is given. Any dispute, in respect of which a notice of intention to commence arbitration has been given in accordance with Sub Clause either 15.1 or 15.2, shall be finally settled by arbitration.

16.1 In case the contractor is a Public Sector Enterprise or a government department.

In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in- charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusive. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

16.2 In all other cases In all other cases, any dispute submitted by a party to

arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set for the below.

The Customer and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within Thirty (30) days after the later of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority for third arbitrator which shall be the President, Institution of Engineers.

If one party fails to appoint its arbitrator within thirty (30) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.

If for any reason an arbitrator is unable to perform its function for a period of 45 days or more, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in Clause 16 (Governing Law) and a substitute shall be appointed in the same manner as the original arbitrator.

Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Meghalaya.

The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration panel, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement. The arbitrator(s) shall give reasoned award. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless they otherwise agree.

Cost of arbitration shall be equally shared between the Contractor and Customer.

17. GOVERNING LAW

All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of India, and the courts at Meghalaya, India

shall have exclusive jurisdiction with respect to any Dispute that occurs according to, or in relation to, the Agreement.

18. SEVERABILITY

If any provision of this Agreement is deemed or held by a court of competent jurisdiction, to be contrary to law or otherwise unenforceable, the provisions of this Agreement shall be enforced to the extent legally permissible and unenforceability of any of the provisions of this Agreement shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

19. LIMITATION OF LIABILITY

19.1 Subject to Clause 13 of this Agreement, but notwithstanding anything contained anywhere else in this Agreement, in no event shall a Party be liable, whether in contract, tort or otherwise, to the other Party for special, indirect or consequential loss or damages (such as, not exclusively, loss of production, loss of reputation, loss of income, loss of profit), except in case of fraud, willful default or reckless misconduct by the defaulting Party.

18.2 The maximum aggregate liability of the CONTRACTOR to the CUSTOMER/BENEFICIARY, arising out of or in connection with this Agreement or any breach, non-performance or performance of any provisions hereof, after Acceptance, and till up to the period of operation and maintenance, cannot amount to more than 5% (five per cent) of the Price for the Power System.

19. BINDING AGREEMENT

19.1 This Agreement, along with its Schedules, in and of itself is an enforceable binding contract and constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other understandings and assurances, either written or oral. The clauses contained in this Agreement shall not be construed as creating a partnership or joint venture, agency or employment relationship among the Parties. The relationship between the Parties under this Agreement is as principal to principal basis.

IN WITNESS WHEREOF the authorized signatories of the Parties hereto have signed this Agreement on the day, month and year first above written:

FOR AND ON BEHALF OF < Name of Contractor> M/s _____	FOR AND ON BEHALF OF <Name of Customer/ beneficiary, i.e. Rooftop beneficiary _____	FOR AND ON BEHALF OF < Name of WBSEDCL > M/s__
_____ AUTHORISED SIGNATORY	_____ AUTHORISED SIGNATORY (Of Beneficiary)	_____ AUTHORISED SIGNATORY
NAME: DESIGNATION: _____	NAME: DESIGNATION: _____	NAME: DESIGNATION
WITNESS NAME:	WITNESS NAME:	WITNESS NAME:

20. TERMINATION

2.

This TPA shall automatically stand terminated at the end of completion of Five years from the date of completion of Installation of the Rooftop solar plant by approved by WBSEDCL.

21. Dispute Resolution:

5.1 All the disputes between the parties if arising out of or in connection with this agreement shall be first tried to be settled through mutual negotiation

5.2 The parties shall resolve the dispute in good faith and in equitable manner.

5.3 Incase of any dispute arises, the jurisdiction applicable will be Kolkata .

This agreement shall be an irrevocable agreement. To dissolve this agreement or to make any changes / amendments in this agreement the mutual consent of all the parties in writing shall be required

IN WITNESS WHEREOF this Tripartite Agreement has been executed on the day and year first above written.

	Contractor	Benifacery	Utility/DISCOM
Authorised Representative			
Designation			
Signature			
Company Seal			
Witness			
Name			
Signature			

Appendix-8



West Bengal State Electricity Distribution Company Limited
(A Government of West Bengal Enterprise)
Vidyut Bhavan, Bidhan Nagar, Block-DJ, Sec-II, Kolkata-700091
Website: www.wbsedcl.in, CIN: U40109WB2007SGC113473

Office Order No. 1997
Date : 14-06-2021

Sub: - Guidelines for implementation of online collection and refund of EMD in e-tendering process

In consequence of the Office order no. 1994 dated 19.05.2021, it is to bring in the notice of all tender inviting authority that the following points shall be taken care of while preparing Notice Inviting Tender (NIT)/ Request for Proposal (RFP) after activation of online payment facility:

1. Earnest Money Deposit (EMD) in e-tendering process will be collected and refunded in online mode via dedicated bank account maintained at corporate level instead of depositing DD/Pay Order to the tender inviting authority.
2. E-tender portal is maintained by NIC and payment gateway facility available in e-tender portal is maintained by ICICI Bank.
3. Facility for collecting EMD via offline mode will be discontinued in e-tender portal.
4. Only a single value can be entered as EMD amount in e-tender portal for each tender. However, in case tender inviting authority has fixed EMD on line item basis, then, the minimum EMD value for the tender has to be entered in e-tender portal. In case actual EMD value calculated as per NIT is more than the one mentioned in e-tender portal, bidders shall mandatorily opt for NEFT/RTGS (challan) mode for payment of actual EMD amount.
5. For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in the EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT. However, here it must be noted that **tender inviting authority shall allow EMD exemption while uploading tender in NIC Portal so that EMD can be submitted in form of BG.**
6. As per the procedure defined for online collection in e-tender process, EMD amount deposited by bidders is initially held in a pool account of Government of West Bengal maintained by ICICI. Only the amount corresponding to **successful bid** will be transferred to WBSEDCL Bank Account after completion of tendering process on awarding Award of Contract (AOC). EMD for **unsuccessful bids** will be returned to bidders automatically from NIC portal after completion of tendering process. As such, **a letter indicating confirmation/notification of Award of Contract (AOC) shall be mandatorily uploaded in E-tender Website to mark the completion of tendering process in e-tender portal at the earliest.**

7. For **technically rejected bids**, EMD amount will be automatically returned to bidders after the bid is technically rejected in e-tender portal.
8. Payment status of bids submitted against NIT's will be available in MIS reports provided in e-tender portal maintained by NIC.
9. **Successful bidder(s) shall have to create vendor id through WBSEDCL Web Portal Vendor Corner, if not created earlier.** This is an essential step for accounting of EMD in SAP ERP system.
10. One custom module will be developed in SAP ERP system by internal team of WBSEDCL for mapping corresponding business process. Tender details like value of EMD, mode of collection, vendor code of qualified bidder, etc. will have to be entered by tender inviting authority through this process. Accounting and reconciliation of payments will be done after collection of these data. Detailed user manual for this process will be shared in due course of time.
11. **Following points shall be included in NIT/RFP floated through e-tender website:**
 - a. A bidder desirous of taking part in a tender invited by Offices of WBSEDCL shall login to the e-Procurement portal of Government of West Bengal <https://wbtenchers.gov.in> using his login Id and password.
 - b. The bidder shall select the tender to bid and initiate payment of EMD. Following payment options are available for paying EMD amount through online mode:
 - i. Net-banking through Payment Gateway.
 - ii. **RTGS/NEFT Payment:** On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction. The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his bank account. Once the payment is made, the bidder will come back to the e-Procurement portal to continue the bidding process after expiry of a reasonable time to enable the RTGS/NEFT process to be completed.
 - iii. **Submission of EMD through BG:** For submission of EMD in the form of BG, bidders will have to opt for EMD Exemption in e-tender portal and upload scanned copy of BG in the EMD exemption document upload section. Physical copy of BG shall be submitted at the office of tender inviting authority as per respective clauses of NIT.
 - c. EMD amount can be paid either in online mode or submitted through Bank Guarantee (BG) in full. **Partial payment through online mode and remaining submission through BG is not allowed.**
 - d. **General Instructions for Online Payment:**
 - The bidder will have to mandatorily pay through Net-banking facility once Net-banking mode is opted for payment.
 - Status of NEFT/RTGS payment through Challan for a bid may take time for bank settlement which is updated in 24 Hrs. (approx.). As such bidders opting to pay